

**Genesee County Economic Development Center
Meeting Agenda**

Tuesday, November 1, 2022
Location: 99 MedTech Drive, Innovation Zone

PAGE #

	1.0 Call to Order	
	Presentation – Cider Solar	8:50 am
	1.1 Enter Executive Session	9:00 am
	Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:	
	1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.	
	2. Discussions regarding proposed, pending or current litigation.	
	1.2 Enter Public Session	9:35am
	2.0 Chairperson’s Report & Activities	9:35am
	2.1 Upcoming Meetings:	
	Next Scheduled Board Meeting: Thursday, December 1st at 4 p.m.	
	Audit & Finance Committee Meeting: Tuesday, November 29 th at 8:30 a.m.	
	STAMP Committee Meeting: Wednesday, November 30 th at 8 a.m.	
	Employment & Compensation Committee Meeting: Thursday, December 1 st at 3 p.m.	
	2023 Draft Meeting Calendar	
	2.2 Agenda Additions / Deletions / Other Business **Vote	
	2.3 Minutes: October 6, 2022 **Vote	
	3.0 Report of Management –	9:40am
	3.1 8250 Park Rd. LLC – Final Resolution **Vote C. Suozzi	
	3.2 RPNY Solar 6, LLC – Initial Resolution **Vote C. Suozzi	
	3.3 RPNY Solar 7, LLC – Initial Resolution **Vote C. Suozzi	
	3.4 AES Rt. 5 Storage Solar – Initial Resolution **Vote C. Suozzi	
	3.5 Remlap Properties – Authorizing Resolution & Commission Agreement **Vote C. Suozzi	
	3.6 Cider Solar – Initial Resolution **Vote S. Hyde	
	4.0 Audit & Finance Committee – M. Gray	9:55am
	4.1 September 2022 Financial Statements **Vote	
	4.2 Batavia Home Fund Agreement **Vote	
	4.3 Greater Rochester Enterprise Additional Support **Vote	
	5.0 Governance & Nominating Committee – C. Yunker	10:05am
	5.1 Nothing at this time.	
	6.0 STAMP Committee – P. Zeliff	10:05am
	6.1 NYISO Deposit & Letter to Submit an Interconnection Request **Vote	
	7.0 Employment & Compensation Committee – T. Bender	10:10am
	7.1 Nothing at this time.	
	8.0 Housing Committee – P. Battaglia	10:10am
	8.1 Nothing at this time.	
	9.0 Other Business	10:10am
	9.1 Nothing at this time.	
	10.0 Adjournment	10:10am

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GCEDC/GGLDC 2023 Meeting Schedule

JANUARY

Tuesday, January 10, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, January 11, 2023	GCEDC STAMP Committee	8:00am
Thursday, January 12, 2023	GCEDC/GGLDC Board Meeting [Board Photos]	4pm
Tuesday, January 31, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am

FEBRUARY

Wednesday, February 1, 2023	GCEDC STAMP Committee	8:00am
Thursday, February 2, 2023	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, February 2, 2023	GCEDC/GGLDC Board Meeting	4pm
Tuesday, February 28, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am

MARCH

Wednesday, March 1, 2023	GCEDC STAMP Committee	8:00am
Thursday, March 2, 2023	GCEDC/GGLDC Board Meeting	4pm
Wednesday, March 29, 2023	GCEDC STAMP Committee	8:00am – Adj. per below
Thursday, March 30, 2023	GCEDC/GGLDC Audit & Finance Committee	3pm – Audit & PARIS 3/31 deadline
Thursday, March 30, 2023	GCEDC/GGLDC Board Meeting	4pm – Audit & PARIS 3/31 deadline
TBD	Annual Meeting	

APRIL

No Meetings Scheduled

MAY

Tuesday, May 2, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, May 3, 2023	GCEDC STAMP Committee	8:00am
Thursday, May 4, 2023	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, May 4, 2023	GCEDC/GGLDC Board Meeting	4pm
Tuesday, May 30, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, May 31, 2023	GCEDC STAMP Committee	8:00am

JUNE

Thursday, June 1, 2023	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, June 1, 2023	GCEDC/GGLDC Board Meeting	4pm
Tuesday, June 27, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, June 28, 2023	GCEDC STAMP Committee	8:00am
Thursday, June 29, 2023	GCEDC/GGLDC Board Meeting	4pm -Holiday Adjustment

JULY

No Meetings Scheduled

AUGUST

Tuesday, August 1, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am – GCEDC Budget Workshop
Wednesday, August 2, 2023	GCEDC STAMP Committee	8:00am
Thursday, August 3, 2023	GCEDC/GGLDC Board Meeting	3pm - Glow Corporate Cup

SEPTEMBER

Tuesday, September 5, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am – GCEDC Draft Budget Review
Wednesday, September 6, 2023	GCEDC STAMP Committee	8:00am
Thursday, September 7, 2023	GCEDC/GGLDC Board Meeting	4pm

OCTOBER

Tuesday, October 3, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am – GGLDC Budget Workshop
Wednesday, October 4, 2023	GCEDC STAMP Committee	8:00am
Thursday, October 5, 2023	GCEDC/GGLDC Board Meeting	4pm
Tuesday, October 24, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am – GGLDC Draft Budget Review
Wednesday, October 25, 2023	GCEDC STAMP Committee	8:00am
Thursday, October 26, 2023	GCEDC Employment & Compensation Committee	3:00pm
Thursday, October 26, 2023	GCEDC/GGLDC Board Meeting	4pm – 11/2 Budget Deadline

NOVEMBER

No Meetings Scheduled

DECEMBER

Tuesday, December 5, 2023	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, December 6, 2023	GCEDC STAMP Committee	8:00am
Thursday, December 7, 2023	GCEDC Employment & Compensation Committee	3pm
Thursday, December 7, 2023	GCEDC/GGLDC Board Meeting	4pm
Thursday, December 21, 2023	GCEDC Employment & Compensation Committee	3pm
Thursday, December 21, 2023	GCEDC/GGLDC Board Meeting	4pm



GCEDC Board Meeting
Thursday, October 6, 2022
Location: 99 MedTech Drive, Innovation Room
4:00 PM

GCEDC MINUTES

Attendance

Board Members: C. Yunker, P. Battaglia, C. Kemp, P. Zeliff, M. Gray, M. Clattenburg
Staff: L. Farrell, M. Masse, S. Hyde, L. Casey, J. Krencik, C. Suozzi, K. Galdun
Guests: D. Cunningham (GGLDC Board Member), J. Tretter (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), T. Felton (GGLDC Board Member), K. Loewke (Loewke Brill/Video Conference), B. Quinn (Daily News), A. Kaus (Video News Service), Jayesh Patel/Jatin Patel/Aril Dholalde/Raj Patel/Preycsh Paravadia (8250 Park Road, LLC), Reagan Kemp
Absent: T. Bender

1.0 Call to Order

P. Zeliff called the meeting to order at 4:01 p.m. in the Innovation Zone.

Presentation – 8250 Park Road, LLC is seeking to purchase and renovate the former Quality Inn & Suites and Palm Island Indoor Water Park on Park Road in the Town of Batavia. The \$12 million project will enable the company to upgrade the hotel rooms, lobby, event spaces, water park, and restaurant, as well as add 38 full-time equivalent positions.

B. Quinn (Daily News), A. Kaus (Video News Service), Jayesh Patel, Jatin Patel, Aril Dholalde, Raj Patel, and Preycsh Paravadia (8250 Park Road LLC) left the meeting at 4:10 p.m.

1.1 Enter Executive Session

P. Battaglia made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:10 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.
2. Discussions regarding proposed, pending, or current litigation.

The motion was seconded by M. Gray and approved by all members present.

K. Loewke left the meeting at 4:22 p.m.

1.2 Enter Public Session

P. Battaglia made a motion to enter back into public session at 5:06 p.m., seconded by M. Gray and approved by all members present.

2.0 Chairman’s Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, October 27th at 4:00 p.m.

Audit & Finance Committee Meeting: Tuesday, October 25th at 8:30 a.m.

STAMP Committee Meeting: Wednesday, October 26th at 8:00 a.m.

2.2 Agenda Additions / Deletions / Other Business – Nothing at this time.

2.3 Minutes: September 1, 2022

M. Clattenburg made a motion to accept the minutes from September 1, 2022; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 8250 Park Rd. LLC– Initial Resolution – 8250 Park Rd, LLC is seeking to purchase, renovate, and modernize the former Quality Inn & Suites and Palm Island Indoor Water Park on Park Road in the Town of Batavia.

The \$12 million project will enable the company to significantly upgrade the building exterior, and fully upgrade the interior hotel rooms, lobby, event spaces, restaurant, and improvements to the hotel’s water park, a significant tourism draw. The project plans to create 38 FTE’s and retain 4.5 FTE’s from the former hotel.

The company is requesting assistance from the GCEDC with a sales tax exemption estimated at \$458,400, a property tax abatement estimated at \$406,000 based on incremental increase in assessed value via new traditional PILOT, and a mortgage tax exemption estimated at \$80,000.

The Agency is allowed to authorize up to \$100,000 without holding a public hearing. This resolution authorizes a mortgage tax exemption of a not to exceed amount of \$80,000 to the company. No financial assistance exceeding \$100,000 will be provided to the company until a public hearing has been held.

Resolution No. 10/2022 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF 8250 PARK RD LLC WITH RESPECT TO A CERTAIN PROJECT (THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, (iii) MAKING A DETERMINATION UNDER ARTICLE 8 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW IN CONNECTION WITH THE

PROJECT, (iv) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT, AND (v) AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT, LEASEBACK AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT; PROVIDED THAT NO FINANCIAL ASSISTANCE EXCEEDING \$100,000.00 SHALL BE PROVIDED TO THE COMPANY UNTIL SUCH TIME AS THE AGENCY HAS HELD A PUBLIC HEARING.

See the Statement of Compliance of Project Criteria listed in the Uniform Tax Exemption Policy (UTEP), attached to the minutes for additional Project details and Board approvals.

C. Yunker briefly left the meeting at 5:10 p.m. and returned at 5:12 p.m. He did not vote on Criteria #1 - #4 on the UTEP.

P. Battaglia made a motion to accept Initial Resolution #10/2022-01, 1) accepting the application, 2) authorizing the scheduling of a public hearing and 3) authorizing a mortgage tax exemption in an amount not to exceed \$80,000; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zeff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

3.2 Yellowtail Energy, LLC – Authorizing Resolution - In Plug Power's original application, all that was specified was the construction of the hydrogen facility, which was the subject of the Initial Resolution and Final Resolution, dated March 4, 2021 and March 25, 2021, respectively. The Board then approved the supplemental resolution authorizing the amended project scope (to add the substation) and increased sales tax exemption benefits.

The GCEDC was informed by the company and their team that the substation project would be undertaken by an entity separate from Plug Project Holding Co., LLC and requested these projects be treated separately. As such, Harris Beach went ahead and prepared a second set of sales tax documents to cover the substation project (which the Yellowtail entity would technically be appointed as primary agent).

A simple amendment to the documents is unlikely, given the Plug team will further want to amend other provisions of the document. There has been a draft Project Agreement in circulation for the substation project that is almost in final form. The easiest way to resolve this would be to just treat these as two separate projects, finalize the sales tax documents that are currently in circulation and close on the substation portion under this separate company.

Fund Commitment: None.

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) APPOINTING THE COMPANY AS AGENT OF THE AGENCY, (ii) MAKING A DETERMINATION WITH RESPECT TO THE SUBSTATION PROJECT PURSUANT TO SEQRA, (iii) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, (iv) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT AND RELATED DOCUMENTS, AND (v) RATIFYING AND CONFIRMING THE FINDINGS OF THE AGENCY MADE IN THE RESOLUTIONS PREVIOUSLY ADOPTED BY THE AGENCY ON MARCH 4, 2021, MARCH 25, 2021, AND JUNE 3, 2021

P. Battaglia made a motion to accept Authorizing Resolution #10/2022-02, accepting the incentives as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

3.3 GLOW With Your Hands Update – C. Suozzi provided a brief recap of the GLOW With Your Hands event held on September 27, 2022 and shared a video with the Board highlighting the day’s activities. Approximately 1,000 students attended and over 65 businesses were represented at the event, which is the largest assembly to date.

3.4 Tax Base Analysis Presentation – The presentation was included with the meeting materials provided to Board members; however, due to time constraints, staff did not discuss the tax base analysis.

4.0 Audit & Finance Committee

4.1 August 2022 Financial Statements - L. Farrell reviewed the August 2022 financial statements with the Board. The following was noted:

- On the balance sheet, restricted cash increased. We received the final tranche of funds related to the \$8M grant award from Empire State Development (ESD). Unearned revenue increased for the same reason.
- We received the project origination fee from the OATKA Project that closed in August.

The financial statements were reviewed in detail by the Committee and are recommended for approval.

M. Gray made a motion to approve the August 2022 Financial Statements as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes

C. Kemp - Yes

The item was approved as presented.

4.2 2023 GCEDC 1+3 Budget - The GCEDC 1+3 budget was included with the meeting materials. The 2023 Budget was approved at the last Board meeting. The budget was then extended another 3 years. The 1+3 Budget must be entered into the NYS Public Authorities Reporting Information System (PARIS) online. It was noted that most line items show a 3% increase year over year. The line items with an asterisk are those that could be estimated more accurately as more information was available or schedules were utilized. L. Farrell noted that the asterisk for Line 23 should be removed.

P. Battaglia noted that given current market conditions, an estimated 3% increase year over year may not be sufficient. L. Farrell stated that this is simply a forecast and not a formal approval of the budgets for years 2024-2026.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the GCEDC 1+3 Budget as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zeff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.3 2023 General Cleaning Services – During 2022, staff reached out to four cleaning companies to obtain quotes for 2023 cleaning services. Commercial Cleaning Services of WNY, Inc., the current company being used, has been offering a competitive price and we are satisfied with the services.

Fund Commitment: Up to \$6,000 plus reimbursement for supplies; included in the 2023 GCEDC Budget.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the 2023 Commercial Cleaning Services contract not to exceed \$6,000, plus reimbursement for supplies as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zeff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.4 Land Lease Rates – M. Masse presented the proposed schedule for the land lease rates that was included with the meeting materials. M. Masse commented that C. Yunker stated that the rates were a little low but in line with the national average.

Location	Term	Rate/Acre
Apple Tree Acres	One year	\$ 70.00
Oatka Hills	One year	\$ 70.00
LeRoy	One year	\$ 70.00

STAMP	One year	\$70.00
STAMP	One year	\$70.00
STAMP	One year	\$75.00
STAMP	One year	\$3.98
STAMP	One year	\$3.35

Fund commitment: None.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the Land Lease Rates for 2023 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zelif

6.1 Second Amendment to MOU with NCWD – In March of 2019 the GCEDC and the NCWD approved a proposal from Wendel Engineering (NCWD's engineer) to complete the design, engineering, permitting

and identification of rights of way to be able to supply up to 6 MGD to the Genesee-Niagara County line, as well as the legal expenses of their attorney (Seaman Norris) in connection with the proposal. Wendel and Seaman Norris have provided proposals to the NCWD on the costs associated with securing the necessary easements for the 6 MGD water supply project.

Fund Commitment: Not to exceed \$81,750 (\$36,750 for Wendel and \$45,000 for Seaman Norris) from the \$8 million NYS award.

This item was recommended for approval by the Committee.

P. Zeliff made a motion approve the Second Amendment to the MOU with NCWD not to exceed \$81,750 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.2 Consultant Evaluation of TCP Issues – As part of the STAMP development and the neighboring Tonawanda Seneca Nation, in accordance with Section 106 for the wetland permits, the GCEDC is working with the Tonawanda Seneca Nation on an assessment of the TCP potentials as it relates to the criteria for eligibility of listing on the National Historic Register. KTA Preservation Specialists has prepared a proposal to prepare an assessment of any potential impacts to the Nation from the construction of a proposed development on the STAMP site.

Fund commitment: Not to exceed \$1,440 included in the \$33 million NYS award.

This item was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Consultant contract with KTA Preservation Specialists for evaluation of TCP issues not to exceed \$1,440 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.3 Genesee County Water Supply Agreement – In March of 2017 the GCEDC entered into a water supply agreement with Genesee County to supply STAMP with water. The GCEDC may pursue supplies outside of Genesee County once it becomes technically and economically unfeasible for the County to provide the quantities needed. If there are users at STAMP who are non-manufacturing companies, there is a 10% surcharge that MCWA will require Genesee County to pay them.

There is a clause in the agreement that allows for the GCEDC to transfer the Water Supply

Agreement to a water works corporation that is formed under NYS Transportation Corporation law. This assignment requires the GCEDC to notify the County.

Fund Commitment: None.

This item was recommended for approval by the Committee.

P. Zeliff made a motion to approve the assignment of the Water Supply Agreement with Genesee County to the STAMP Water Works Corp. as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.4 Payment for Storage Yard – In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, the GCEDC had to extend the rental agreement for the storage of pipes until we can begin construction with the issuance of NYSDEC permits.

Fund Commitment: \$4,000 from the \$33 million NYS award.

This item was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Payment for the Storage Yard in the amount of \$4,000 to the landowner as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.5 Title Fee on Filing Easement for National Grid Powerline Re-Route – In connection with the filing of the new easement for the power line reroute for National Grid, there is a title fee payment that needs to be made. This is a cost of the project as stipulated in the signed Cost Reimbursement Agreement that the GCEDC needs to pay. The title fee is based on the value of the improvements within the easement to protect National Grid in case another party tries to claim title to the property.

Fund Commitment: \$25,620 from the \$33 million NYS award.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the title fee in the amount of \$25,620.00 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.6 Phillips Lytle Legal Services – Phillips Lytle has prepared a proposal to cover the scope of work for the remainder of 2022 as it relates to Tech Team support for the off-site sewer permitting and wetland permitting, the wastewater treatment facility permitting, and force main installation.

Fund Commitment: Not to exceed \$185,000 to be included in the \$8 million NYS award.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Phillips Lytle proposal to cover the scope of work for the remainder of 2022 not to exceed \$185,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.7 Amended SEQR for STAMP for Modified Part 182 Permit - On March 1, 2012, as Lead Agency under SEQR, the GCEDC Board approved the Findings Statement that concluded the GEIS process for the STAMP project. Since that time, there have been several changes to STAMP that weren't anticipated at the time SEQR was completed in 2016. Changes to the Project included modifications to the STAMP master plan including an expansion of the footprint of STAMP, demolition of additional houses along Crosby Road, construction of a new municipal water system to serve the residents of the Town of Alabama, and construction of a new sewer force main to discharge wastewater from STAMP to the Village of Medina wastewater treatment plant, twelve miles north of the STAMP Site, as well as the reroute of on-site powerlines to the western edge of the STAMP Site. In July of 2016 the Agency adopted an Amended Findings Statement to the GEIS approving the 2016 Project Modifications in accordance with the requirements of the GEIS and SEQR; and in August of 2019, the Agency again considered certain infrastructure modifications to the Project and the Agency circulated a notice of intent to re-establish itself as lead agency pursuant to SEQR; and there were additional Project modifications reviewed in 2019, 2020 and 2022 including all actions necessary to undertake the following:

Having considered the Environmental Information, STAMP Environmental Record, and having considered the relevant environmental impacts, associated with continuing construction of the Powerline Reroute past November 1st, and having weighed and balanced the relevant impacts with social, economic and other considerations, the Agency recertifies that the requirements of 6 N.Y.C.R.R. Part 617 have been met; and Consistent with the social, economic and other essential considerations from among the

reasonable alternatives available, the Project remains one which avoids or minimizes adverse environmental effects to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

Fund commitment: None.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the resolution as an amended negative declaration pursuant to and in accordance with SEQRA as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

7.0 Employment & Compensation – T. Bender

7.1 Nothing at this time.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time.

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 5:28 p.m., which was seconded by P. Battaglia and passed unanimously.



Project Name: 8250 Park Rd, LLC

Board Meeting Date: October 6, 2022

STATEMENT OF COMPLIANCE OF PROJECT CRITERIA LISTED IN UNIFORM TAX EXEMPTION POLICY (UTEP)

PROJECT DESCRIPTION:

8250 Park Rd, LLC is seeking to purchase, renovate, and modernize the former Quality Inn & Suites and Palm Island Indoor Water Park on Park Road in the Town of Batavia.

The \$12 million project will enable the company to significantly upgrade the building exterior, and fully upgrade the interior hotel rooms, lobby, event spaces, restaurant, and improvements to the hotel's water park, a significant tourism draw. The project pledges to create 38 FTE's and retain 4.5 FTE's.

The company is requesting assistance from the GCEDC with a sales tax exemption estimated at \$458,400, a property tax abatement estimated at \$659,521 based on incremental increase in assessed value via new traditional PILOT, and a mortgage tax exemption estimated at \$80,000.

Criteria #1 – The Project pledges to create and/or retain quality, good paying jobs in Genesee County.

Project details: The project is planning on creating 38 direct jobs and retaining 4.5 direct jobs between \$30,000-35,000 annual salary plus benefits.

Board Discussion: None.

P. Battaglia made a motion to concur with Criteria #1; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Absent	P. Zeff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

Board Concurrence: **YES** NO If no, state justification:

Criteria #2- Completion of the Project will enhance the long -term tax base and/or make a significant capital investment.

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Project details: The hotel is located along the thruway and is the gateway to our community/tourism center. It has been in decline for several years. Thus, the investment into this property will enhance the long-term tax base with an investment of \$12,000,000.

Board Discussion: None.

M. Gray made a motion to concur with Criteria #2; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Absent	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

Board Concurrence: YES NO **If no, state justification:**

Criteria #3- The Project will contribute towards creating a “livable community” by providing a valuable product or service that is underserved in Genesee County.

Project details: The project is significant to upgrading the facility as a main “gateway”, in addition the indoor water park and increased in event space is valuable to our community.

Board Discussion: None.

M. Clattenburg made a motion to concur with Criteria #3; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Absent	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

Board Concurrence: YES NO **If no, state justification:**

Criteria #4: The Board will review the Agency’s Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation will include the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.

The Fiscal impacts (discounted value) on Local Benefits totals \$27,775,818 (\$24,102,924 in payroll and \$3,672,895 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$32 into the local economy

Board Discussion: None.

P. Battaglia made a motion to concur with Criteria #4; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Absent	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

Criteria #5: The Project is included in one of the Agency’s strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

Project details: N/A

Board Discussion: None.

Criteria #6: The Project will give a reasonable estimated timeline for the completion of the proposed project.

Project details: The project is planning to begin construction in Winter 2022 and be operational by Summer of 2023.

Board Discussion: None.

M. Clattenburg made a motion to concur with Criteria #6; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

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Customer Information

Potential Customer:	8250 Park Rd, LLC	Opportunity Type:	Retention
Project St. Address:	8250 Park Road	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Town of Batavia//	Type of Project:	Retention
Project Description:	Hotel and Water Park Renovation	New Jobs:	38
Total Capital Investment:	\$12,000,000	Retained Jobs:	4.5
Incentive Amount:	\$1,197,921	School District:	Batavia
Benefited Amount:	\$12,000,000	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre- project value of land and or buildings excluded)

Project Information

Organization:	GCEDC		
Opportunity Source:	3rd Party Professional	Date of Public Hearing:	TBD
Initial Acceptance Date:	10/6/2022	Inducement Date:	
Opportunity Summary:	8250 Park Road, LLC is seeking to purchase and renovate the Quality Inn & Suites and Palm Island Indoor Water Park on Park Road in the Town of Batavia. The \$12 million project will enable the company to upgrade the hotel rooms, lobby, event spaces, water park, and restaurant, as well as add 38 full-time equivalent positions. 8250 Park Road, LLC is requesting assistance from the GCEDC with a sales tax exemption estimated at \$458,400, a property tax abatement estimated at \$659,521 based on the incremental increase in assessed value via the GCEDC's traditional PILOT, and a mortgage tax exemption estimated at \$80,000.		
Economic Impact:	The proposed project is estimated to result in \$27,775,818 of total fiscal impacts (\$24,102,924 in payroll and \$3,672,895 in tax revenues). The company is investing \$32 into the local economy for every \$1 of proposed public benefits.		

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$5,800,000	Capital Improvements:	\$450,000
Equipment (non-taxable):	\$3,500,000	Equipment (Taxable) / Other Project Investment:	\$2,250,000
Land Cost (Real Estate):	\$0		
Total Capital Investment:	\$12,000,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$458,400
Mortgage Tax Exempt:	\$80,000
Property Tax Exempt:	\$659,521
Total Estimated Tax Incentives Provided:	\$1,197,921
Total Amount Finance:	\$12,000,000
Mortgage Amount:	\$8,000,000
Other Name:	Equity (\$2,000,000) Bank Loans (\$2,000,000)
Other Amount:	\$4000000

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9/30/22

Genesee County Industrial Development Agency

MRB Cost Benefit Calculator



Date: September 12, 2022
 Project Title: 8250 Park Rd, LLC
 Project Location: Batavia, NY

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment:

\$12,000,000

Temporary Construction

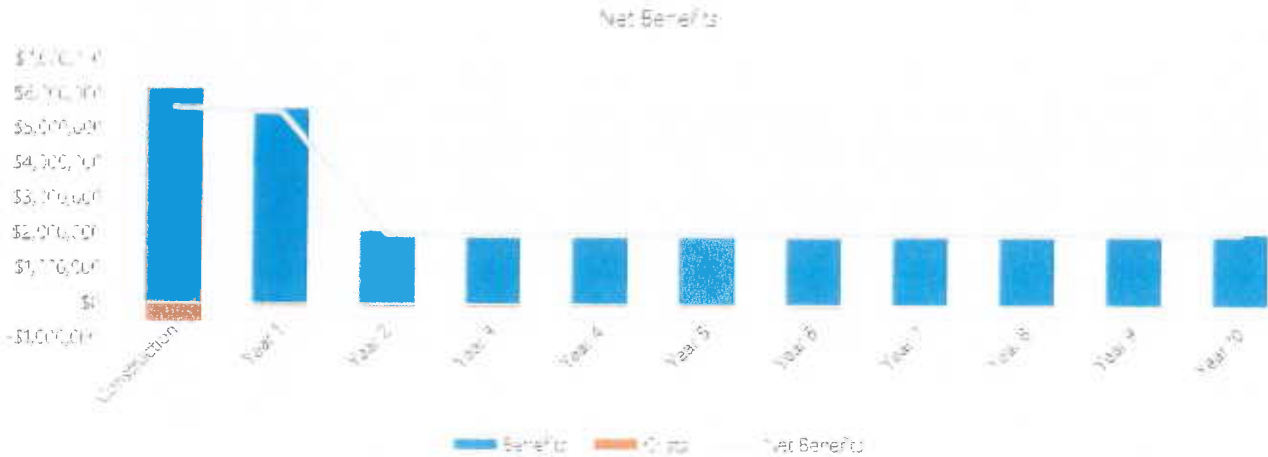
	Direct	Indirect	Total
Jobs	79	17	96
Earnings	\$4,986,709	\$833,191	\$5,819,900
Local Spend	\$12,000,000	\$2,985,495	\$14,985,495

Ongoing Operations

Aggregate over life of the PILOT

	Direct	Indirect	Total
Jobs	38	8	46
Earnings	\$11,400,000	\$5,133,828	\$16,533,828

Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3

Total Jobs

Total Earnings



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Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$659,521	\$603,079
Sales Tax Exemption	\$458,400	\$458,400
Local Sales Tax Exemption	\$229,200	\$229,200
State Sales Tax Exemption	\$229,200	\$229,200
Mortgage Recording Tax Exemption	\$80,000	\$80,000
Local Mortgage Recording Tax Exemption	\$40,000	\$40,000
State Mortgage Recording Tax Exemption	\$40,000	\$40,000
Total Costs	\$1,197,921	\$1,141,479

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$29,949,885	\$27,775,818
To Private Individuals	\$25,853,728	\$24,102,924
Temporary Payroll	\$5,819,900	\$5,819,900
Ongoing Payroll	\$16,533,828	\$14,851,651
Other Payments to Private Individuals	\$3,500,000	\$3,431,373
To the Public	\$4,096,157	\$3,672,895
Increase in Property Tax Revenue	\$439,681	\$384,289
Temporary Jobs - Sales Tax Revenue	\$40,739	\$40,739
Ongoing Jobs - Sales Tax Revenue	\$115,737	\$103,962
Other Local Municipal Revenue	\$3,500,000	\$3,143,905
State Benefits	\$1,162,394	\$1,074,921
To the Public	\$1,162,394	\$1,074,921
Temporary Income Tax Revenue	\$261,895	\$261,895
Ongoing Income Tax Revenue	\$744,022	\$668,324
Temporary Jobs - Sales Tax Revenue	\$40,739	\$40,739
Ongoing Jobs - Sales Tax Revenue	\$115,737	\$103,962
Total Benefits to State & Region	\$31,112,278	\$28,850,739

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$27,775,818	\$872,279	32:1
State	\$1,074,921	\$269,200	4:1
Grand Total	\$28,850,739	\$1,141,479	25:1

*Discounted at 2%

Additional Comments from IDA

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

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MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date
 Project Title
 Project Location

Construction Phase - Project Assumptions

Project Costs
 Enter total project costs:
 Local Construction Spending*
 % of locally sourced materials and labor:
 In-region construction spending:

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Other Heavy and Civil Engineering Construction	237990	100%	\$12,000,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$12,000,000

Most projects will only have one line related to construction type.

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

Year 1 - Enter NAICS

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Hotels (except Casino Hotels) and Motels	721110	38	\$30,000	\$1,140,000
0			\$0	\$0
0			\$0	\$0
0			\$0	\$0
0			\$0	\$0
0			\$0	\$0
Total	38			\$1,140,000

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Hotels (except Casino Hotels) and Motels	721110	38	\$30,000	\$1,140,000
0	0		\$0	\$0
0	0		\$0	\$0
0	0		\$0	\$0
0	0		\$0	\$0
0	0		\$0	\$0
Total	38			\$1,140,000

Year 3+ (Full Employment)

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Hotels (except Casino Hotels) and Motels	721110	38	\$30,000	\$1,140,000
0	0		\$0	\$0
0	0		\$0	\$0
0	0		\$0	\$0
0	0		\$0	\$0
0	0		\$0	\$0
Total	38			\$1,140,000

Fiscal Impact Assumptions

Estimated Costs of Incentives

Sales Tax Exemption	<input type="text" value="3%"/>	Value	<input type="text" value="\$458,400"/>	PILOT Term (Years)	<input type="text" value="10"/>
Local Sales Tax Rate	<input type="text" value="4.00%"/>		<input type="text" value="\$229,200"/>	Escalation Factor	<input type="text" value="0%"/>
State Sales Tax Rate	<input type="text" value="4.00%"/>		<input type="text" value="\$229,200"/>	Discount Factor	<input type="text" value="2%"/>
Mortgage Recording Tax Exemption			<input type="text" value="\$80,000"/>		
Local	<input type="text" value="0.50%"/>		<input type="text" value="\$40,000"/>		
State	<input type="text" value="0.50%"/>		<input type="text" value="\$40,000"/>		
Total Costs		<input type="text" value="\$1,197,921"/>	<small>includes PILOT estimation, calculated above</small>		

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Project Name: 8250 Park Rd, LLC

Board Meeting Date: November 1, 2022

STATEMENT OF COMPLIANCE OF PROJECT CRITERIA LISTED IN UNIFORM TAX EXEMPTION POLICY (UTEP)

PROJECT DESCRIPTION:

8250 Park Rd, LLC is seeking to purchase, renovate, and modernize the Quality Inn & Suites and Palm Island Indoor Water Park on Park Road in the Town of Batavia.

The \$12 million project will enable the company to significantly upgrade the building exterior, and fully upgrade the interior hotel rooms, lobby, event spaces, restaurant, and improvements to the hotel's water park, a significant tourism draw. The project pledges to create 38 FTE's and retain 4.5 FTE's.

The company is requesting assistance from the GCEDC with a sales tax exemption estimated at \$458,400, a property tax abatement estimated at \$659,521 based on incremental increase in assessed value via new traditional PILOT, and a mortgage tax exemption estimated at \$80,000.

Criteria #1 – The Project pledges to create and/or retain quality, good paying jobs in Genesee County.

Project details: The project is planning on creating 38 direct jobs and retaining 4.5 direct jobs between \$30,000-35,000 annual salary plus benefits.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #2- Completion of the Project will enhance the long -term tax base and/or make a significant capital investment.

Project details: The hotel is located along the thruway and is the gateway to our community/tourism center. It has been in decline for several years. Thus, the investment into this property will enhance the long-term tax base with an investment of \$12,000,000.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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Criteria #3- The Project will contribute towards creating a “livable community” by providing a valuable product or service that is underserved in Genesee County.

Project details: The project is significant to upgrading the facility as a main “gateway”, in addition the indoor water park and increased in event space is valuable to our community.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #4: The Board will review the Agency’s Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation will include the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.

The Fiscal impacts (discounted value) on Local Benefits totals \$27,775,818 (\$24,102,924 in payroll and \$3,672,895 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$32 into the local economy

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #5: The Project is included in one of the Agency’s strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

Project details: N/A

Board Discussion:

Criteria #6: The Project will give a reasonable estimated timeline for the completion of the proposed project.

Project details: The project is planning to begin construction in Winter 2022 and be operational by Summer of 2023.

Board Discussion

Board Concurrence: YES NO If no, state justification:

FINAL RESOLUTION
(8250 Park Rd LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Tuesday, November 1, 2022.

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

Resolution No. 11/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON OCTOBER 26, 2022, WITH RESPECT TO THE 8250 PARK RD LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iii) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN EXCESS OF \$100,000.00 IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF THE STATE OF NEW YORK; AND (iv) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "State"), as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **8250 PARK RD LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 8.70 acres of land located at 8250 Park Road, Town of Batavia, Genesee County, New York (the "Land", being more particularly described as tax parcel number 8.-1-74) and the existing improvements located thereon, consisting principally of an approximately 190,000 square foot hotel (the "Existing Improvements"); (ii) the renovation, reconstruction, rehabilitation and operation of the Existing Improvements, including upgrades to

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hotel rooms, lobby space, event spaces, restaurant and indoor water park (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Existing Improvement and Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, it is contemplated that the Agency will (i) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (ii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents with the Company, (iii) take or title to or a leasehold interest in the Land, the Improvements, the Equipment and personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (iv) provide financial assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Project, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a mortgage recording tax exemption as authorized by the laws of the State (collectively, the "Financial Assistance"); and

WHEREAS, on August 4, 2022, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

WHEREAS, pursuant to Section 859-a of the Act, on Wednesday, October 26, 2022, at 3:00 p.m., the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing are attached hereto as Exhibit A; and

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

WHEREAS, the Project Agreement, the Lease Agreement, the Leaseback Agreement, the Tax Agreement and related documents will be negotiated and presented to the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency for approval and execution subject to adoption of the resolutions contained herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. The Company has presented an Application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Application,

the Agency hereby finds and determines that:

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

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project; and

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

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

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

Section 2. The Public Hearing held by the Agency on Wednesday, October 26, 2022, at 3:00 p.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

Section 3. The Agency is hereby authorized to provide to the Company the Financial Assistance in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Project, (b) a partial real property tax abatement structured through the Tax Agreement and (c) a mortgage recording tax exemption as authorized by the laws of the State.

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **\$5,730,000.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$458,400.00**. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being

provided with appropriate documentation detailing the additional purchases of property or services.

Section 5. Pursuant to Section 875(3) of the Act, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any Sales and Use Tax Exemption Benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the Sales and Use Tax Exemption Benefits; (ii) the Sales and Use Tax Exemption Benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the Sales and Use Tax Exemption Benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the Sales and Use Tax Exemption Benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving Sales and Use Tax Exemption Benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any Sales and Use Tax Exemption Benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 6. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, reconstruct, renovate and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; *provided, however*, the Project Agreement shall expire on **December 31, 2023** (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered.

Section 7. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to negotiate and enter into (A) the Project Agreement, (B) the Lease Agreement, pursuant to which the Company leases the Project to the Agency, (C) the related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, and (D) the Tax Agreement; *provided, however*, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the

Project and (ii) the terms of the Tax Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 8. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 9. These Resolutions shall take effect immediately upon adoption.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zelif	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION

(8250 Park Rd LLC Project)

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.:

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on October 27, 2022, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ___ day of _____, 2022.

Secretary

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Exhibit A

Notice Letter, Notice of Public Hearing,
Affidavit of Publication of *The Batavia Daily News*
and Minutes of Public Hearing

[Attached Hereto]



**NOTICE LETTER
(8250 Park Rd LLC Project)**

October 14, 2022

VIA CERTIFIED MAIL

To: Chief Executive Officers of
Affected Taxing Jurisdiction Listed on Attached Schedule A

Re: Genesee County Industrial Development Agency d/b/a Genesee County
Economic Development Center and 8250 Park Rd LLC

Public Hearing

Ladies and Gentlemen:

On Wednesday, October 26, 2022, at 3:00 p.m., local time, at the Batavia Town Hall, Conference Room, 3833 West Main Street Road, Batavia, New York 14020, the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") will conduct a public hearing regarding the above-referenced project. Enclosed is a copy of the Notice of Public Hearing describing the project and the financial assistance being contemplated by the Agency. The Notice has been submitted to the Batavia *Daily News* for publication.

You are welcome to attend such hearing at which time you will have an opportunity to review the project application and present your views, both orally and in writing, with respect to the project. We are providing this notice to you, pursuant to the New York General Municipal Law Section 859-(a), as the chief executive officer of an affected tax jurisdiction within which the project is located.

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The Agency will provide additional access to the public hearing by broadcasting the public hearing in real time online at <https://vimeo.com/759514311>.

Very truly yours,

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY d/b/a
GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER

Enclosure

Schedule A

Chief Executive Officers
of Affected Tax Jurisdictions

Via Certified Mail

Tracking #7020-2450-0001-6551-9568

Genesee County Manager
Genesee County Courthouse
Old Courthouse
7 Main Street
Batavia, New York 14020

Via Certified Mail

Tracking #7020-2450-0001-6551-9551

Genesee County Legislature
Attn: Chairman
Old Courthouse
7 Main Street
Batavia, New York 14020

Via Certified Mail

Tracking #7020-2450-0001-6551-9544

Town of Batavia
Attn: Town Supervisor
3833 West Main Street Road
Batavia, New York 14020

Via Certified Mail

Tracking #7020-2450-0001-6551-9537

Batavia City School District
Attn: Board of Education, President
260 State Street
Batavia, New York 14020

Via Certified Mail

Tracking #7020-2450-0001-6551-9575

Batavia City School District
Attn: Superintendent
260 State Street
Batavia, New York 14020

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Wednesday, October 26, 2022 at 3:00 p.m., local time, at the Batavia Town Hall, Conference Room, 3833 West Main Street Road, Batavia, New York 14020 in connection with the following matter:

8250 PARK RD LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 8.70 acres of land located at 8250 Park Road, Town of Batavia, Genesee County, New York (the "Land", being more particularly described as tax parcel number 8.-1-74) and the existing improvements located thereon, consisting principally of an approximately 190,000 square foot hotel (the "Existing Improvements"); (ii) the renovation, reconstruction, rehabilitation and operation of the Existing Improvements, including upgrades to hotel rooms, lobby space, event spaces, restaurant and indoor water park (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Existing Improvement and Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, Existing Improvements and the Improvements, the "Facility").

The Agency will acquire title to, or a leasehold interest in, the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the Company will purchase the Facility from the Agency, or if the Agency holds a leasehold interest, the leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (the "Financial Assistance") to the Company in the form of sales and use tax exemptions, a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company's project Application and hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

The Agency will provide additional access to the public hearing by broadcasting the public hearing in real time online at <https://vimeo.com/759514311>.

Dated: October 15, 2022

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A
GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER

REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF 8250 PARK RD., LLC., HELD ON WEDNESDAY, OCTOBER 26, 2022 3:00 P.M. AT THE BATAVIA TOWN HALL, 3833 WEST MAIN STREET ROAD, BATAVIA, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Jim Krencik, Director of Marketing and Communications - GCEDC
Krista Galdun, Operations Assistant – GCEDC

II. CALL TO ORDER

The public hearing of 8250 Park Rd., LLC. was opened at 3:00 p.m. at Batavia Town Hall, 3833 West Main Street Road, in Batavia, New York, Genesee County, New York.

A notice of this public hearing describing the project was published in the Batavia Daily News, a copy of which is attached and is an official part of this transcript.

III. PROJECT SUMMARY

8250 Park Rd, LLC is seeking to purchase, renovate, and modernize the Quality Inn & Suites and Palm Island Indoor Water Park on Park Road in the Town of Batavia.

The \$12 million project will enable the company to significantly upgrade the building exterior, and fully upgrade the interior hotel rooms, lobby, event spaces, restaurant, and improvements to the hotel's water park, a significant tourism draw. The project plans to create 38 FTE's and retain 4.5 FTE's from the former hotel.

The company is requesting assistance from the GCEDC with a sales tax exemption estimated at \$458,400, a property tax abatement estimated at \$406,000 based on incremental increase in assessed value via new traditional PILOT, and a mortgage tax exemption estimated at \$80,000.

IV. COMMENTS

J. Krencik began the public hearing by providing a summary of the above-outlined project. He then stated the purpose and guidelines for the public hearing. The purpose of the public hearing is to solicit comments and feedback from the public regarding the proposed incentives on the above outlined project. There were no written comments received ahead of time to be included with the written record.

There was no public comment.

V. ADJOURNMENT

As there were no other comments, the public hearing was closed at 3:10 p.m.

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Customer Information

Potential Customer: RPNY Solar 6, LLC Opportunity Type: Attraction
 Proj. St. Address: 9183 Alexander Road Opportunity Product: Property Sales & Mortgage Recording Taxes Only
 City/Town/Village: Town of Batavia//Batavia Type of Project: Attraction
 Proj. Description: RPNY Solar 6 - Pike Road 3 MW Solar New Jobs:
 Total Capital Investment: \$5,975,019 Retained Jobs:
 Incentive Amount: \$888,978 School District: Alexander
 Benefited Amount: \$5,975,019 PILOT Applicable: Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

Project Information

Organization: GCEDC
 Opportunity Source: Direct/Personal Contact Date of Public Hearing:
 Initial Acceptance Date: 11/1/2022 Inducement Date:

Opportunity Summary: RPNY Solar 6, LLC is proposing to construct a community solar farm project on Alexander Road in the Town of Batavia.

The project will utilize 8,346 solar panels and 24 string inverters on approximately 17 of 29 acres on the property to convert the sun's energy into 3 MW of AC power. The project will utilize single axis tracking technology to allow the modules to efficiently track the sun throughout the day to maximize the efficiency of solar collection.

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

The project's PILOT will contribute \$4,000/MWAC + a 2% annual escalator in payments to the Genesee County and Alexander Central School District in addition to revenue in a separate host benefit agreement with the town of Batavia. The PILOT is estimated to generate \$207,521 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

The project is aligned with New York's aggressive goals for renewable energy, energy efficiency and greenhouse gas reductions, and will offer customers a 10% discount vs average market rates for the generated power.

Economic Impact: The 3 MW solar farm will generate \$447,748 in PILOT payments, host payments, and real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates to a rate of return based on the original property taxes of \$15.47 to 1.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$1,312,617	Capital Improvements:	\$998,178
Equipment (non-taxable):	\$3,527,246	Equipment (Taxable) / Other Proj Investment:	\$50,000
Land Cost (Real Estate):	\$86,978		
Total Capital Investment:	\$5,975,019		

Estimated Benefits Provided

Sales Tax Exempt:	\$478,002	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$56,763	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$354,214		
Total Estimated Tax Incentives Provided:	\$888,978		

Total Amount Finance: \$5,975,019
 Mortgage Amount: \$5,676,268 Equity: \$298,751

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Town of Batavia

Project: RPNV Solar 6 (9183 Alexander Rd (Pike Rd project))



Capex:	\$ 5,975,019	Savings:	
Solar Taxable cost:	\$ 5,975,019		\$ 478,002
Mortgage cost:	\$ 5,678,268		\$ 55,783
Property Tax below:			\$ 354,214
Total			\$ 888,978

1% of 1.25%

From Assessor	Assessed Value
Escalator	\$ 4,000
	2.0%
	\$ 450,000.00
	\$ 1,350,000

Note: Includes Town of Batavia Host Agreement

Economic Impact	\$ 447,748
RCE	\$ 15.47

Year of Exemption	Farm Payment (\$/acre per Year)	Town of Batavia	Genesee County	Remainder School	Total Payments	Eliminate property taxes due to Solar (Ag exemption)	Total PILOT payments and property taxes to be received	Current property taxes on Solar land (including Ag exemption)	Total Payments to municipality over project completion
1	\$ 12,000	\$ -	\$ 3,983	\$ 8,037	\$ 12,000	\$ -	\$ -	\$ 12,000	\$ 13,930
2	\$ 12,240	\$ -	\$ 4,042	\$ 8,198	\$ 12,240	\$ -	\$ -	\$ 12,240	\$ 14,170
3	\$ 12,485	\$ -	\$ 4,123	\$ 8,362	\$ 12,485	\$ -	\$ -	\$ 12,485	\$ 14,415
4	\$ 12,734	\$ -	\$ 4,205	\$ 8,529	\$ 12,734	\$ -	\$ -	\$ 12,734	\$ 14,664
5	\$ 12,986	\$ -	\$ 4,289	\$ 8,700	\$ 12,986	\$ -	\$ -	\$ 12,986	\$ 14,919
6	\$ 13,240	\$ -	\$ 4,375	\$ 8,874	\$ 13,240	\$ -	\$ -	\$ 13,240	\$ 15,179
7	\$ 13,514	\$ -	\$ 4,462	\$ 9,052	\$ 13,514	\$ -	\$ -	\$ 13,514	\$ 15,444
8	\$ 13,784	\$ -	\$ 4,552	\$ 9,233	\$ 13,784	\$ -	\$ -	\$ 13,784	\$ 15,714
9	\$ 14,060	\$ -	\$ 4,643	\$ 9,417	\$ 14,060	\$ -	\$ -	\$ 14,060	\$ 15,990
10	\$ 14,341	\$ -	\$ 4,736	\$ 9,606	\$ 14,341	\$ -	\$ -	\$ 14,341	\$ 16,271
11	\$ 14,628	\$ -	\$ 4,830	\$ 9,798	\$ 14,628	\$ -	\$ -	\$ 14,628	\$ 16,558
12	\$ 14,920	\$ -	\$ 4,927	\$ 9,994	\$ 14,920	\$ -	\$ -	\$ 14,920	\$ 16,850
13	\$ 15,219	\$ -	\$ 5,025	\$ 10,193	\$ 15,219	\$ -	\$ -	\$ 15,219	\$ 17,149
14	\$ 15,523	\$ -	\$ 5,126	\$ 10,397	\$ 15,523	\$ -	\$ -	\$ 15,523	\$ 17,453
15	\$ 15,834	\$ -	\$ 5,228	\$ 10,606	\$ 15,834	\$ -	\$ -	\$ 15,834	\$ 17,764
Total	\$ 207,521	\$ -	\$ 68,525	\$ 138,956	\$ 207,521	\$ -	\$ 207,521	\$ 207,521	\$ 236,471

7 no Pilots on Ad Valorem Taxes

Total taxable acres: 0

Solar acres: 17

Total Ag Exemption: \$ -

The value of Ag Exemption elimination due to permanent conversion of farm land
 Town Tax Rate: \$ -
 Current ag exemption amount (add from QARS): \$ -
 County and School Taxes on Ag Exemption: \$ -
 Town of Batavia (only) Taxes on Ag Exemption: \$ -
 Total taxes due based on the elimination of Ag Exemption: \$ -

Current Property Taxes on Property: \$ (1,930)

1.250%

GCEDC Fee	\$ 74,688
Workforce Community Benefit	\$ 25,000
Subtotal	\$ 99,688
GCEDC Legal	\$ 12,500
Total Fee	\$ 112,188

note: solar land tax will remain the same and paid outside the PILOT

Property Taxes at 100% assessed value (assessor)

Town: \$ 37,448

Term: \$ 18

Total PILOT: \$ 561,715

Savings: \$ 354,214

Net Savings: \$ 778,780

From Assessor

Escalator: \$ 2,500

2.0%

Year of Exemption	Escalator (Fixed Payment \$/acre per Year)
1	\$ 7,500
2	\$ 7,650
3	\$ 7,803
4	\$ 7,959
5	\$ 8,118
6	\$ 8,281
7	\$ 8,448
8	\$ 8,619
9	\$ 8,797
10	\$ 8,983
11	\$ 9,172
12	\$ 9,365
13	\$ 9,562
14	\$ 9,762
15	\$ 9,966
16	\$ 10,174
17	\$ 10,386
18	\$ 10,602
19	\$ 10,822
20	\$ 11,046
21	\$ 11,275
22	\$ 11,509
23	\$ 11,748
24	\$ 11,992
25	\$ 12,241
Total	\$ 240,227

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Project Name: RPNY Solar 6, LLC

Board Meeting Date: November 1, 2022

STATEMENT OF COMPLIANCE OF PROJECT CRITERIA LISTED IN UNIFORM TAX EXEMPTION POLICY (UTEP)

PROJECT DESCRIPTION:

RPNY Solar 6, LLC is proposing to construct a community solar farm project on Alexander Road in the Town of Batavia. The project will utilize 8,346 solar panels and 24 string inverters on approximately 17 of 29 acres on the property to convert the sun's energy into 3 MW of AC power. The project will utilize single axis tracking technology to allow the modules to efficiently track the sun throughout the day to maximize the efficiency of solar collection.

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

The project's PILOT will contribute \$4,000/MWAC + a 2% annual escalator in payments to the Genesee County and Alexander Central School District in addition to revenue in a separate host benefit agreement with the town of Batavia. The PILOT is estimated to generate \$207,521 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

The project is aligned with New York's aggressive goals for renewable energy, energy efficiency and greenhouse gas reductions, and will offer customers a 10% discount vs average market rates for the generated power.

Criteria #1 – The Project pledges to create and/or retain quality, good paying jobs in Genesee County.

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #2- Completion of the Project will enhance the long -term tax base and/or make a significant capital investment.

Project details: The project will enhance long term tax base with a planned new community solar farm and \$5,975,019 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$4,000/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 3 MW solar farm will generate in excess of \$207,521 in PILOT payments over the 15-year term which is far greater than current assessed value of this Ag/Vacant land.

Board Discussion:

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Board Concurrence: YES NO If no, state justification:

Criteria #3- The Project will contribute towards creating a “livable community” by providing a valuable product or service that is underserved in Genesee County.

Project details: The company is assisting with a \$25,000 payment for STEM oriented workforce training/county economic development programming to support STEM 2 STAMP workforce development programs/local economic development programming. Residents will be offered a 10% discount to average local market rates for solar energy.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #4: The Board will review the Agency’s Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation will include the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.

The 3 MW solar farm will generate \$447,748 in PILOT payments, host payments, and real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates to a rate of return based on the original property taxes of \$15.47 to 1.

Project details: For every \$1 of public benefit the company is investing \$15.47 into the local economy

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #5: The Project is included in one of the Agency’s strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

Project details: : The company is a “downstream” developer/installer of Photovoltaic (solar) energy generation systems which is a target industry cluster / strategic industry focused on by the Agency to attract Photovoltaic (solar) manufacturing at STAMP.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #6: The Project will give a reasonable estimated timeline for the completion of the proposed project.

Project details: The project is planning to begin construction in 12/2022 and be operational within 10 months

Board Discussion

Board Concurrence: YES NO If no, state justification:

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INITIAL RESOLUTION
(RPNY Solar 6, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Tuesday, November 1, 2022.

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

Resolution No. 11/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF RPNY SOLAR 6, LLC WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **RPNY SOLAR 6, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 14 acres of real property located at 9183 Alexander Road, Town of Batavia, Genesee County, New York (the "Land", being more particularly described as a portion of tax parcel No. 18.-1-25.21); (ii) the planning, design, construction and operation of a 3MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

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WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (iii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents, (iv) take a leasehold interest in the Land, the Improvements, the Equipment and the personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (v) provide Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Facility, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance").

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

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

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

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project; and

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

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

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

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Section 2. The Agency is hereby authorized to conduct a public hearing in compliance with the Act.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION
(RPNY Solar 6, LLC Project)

STATE OF NEW YORK)
COUNTY OF GENESEE) ss.:

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on November 1, 2022, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2022.

Secretary

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Handwritten notes:
11/1/2022

Customer Information

Potential Customer:	RPNY Solar 7, LLC	Opportunity Type:	Attraction
Project St. Address:	9071 Alexander Road	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Town of Batavia//Batavia	Type of Project:	Attraction
Project Description:	RPNY Solar 7 - Alexander Road 2.5 MW Solar		
Total Capital Investment:	\$3,552,186	New Jobs:	
Incentive Amount:	\$624,068	Retained Jobs:	
Benefited Amount:	\$3,552,186	School District:	Batavia
		PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and/or buildings excluded)

Project Information

Organization:	GCEDC
Opportunity Source:	Direct/Personal Contact
Initial Acceptance Date:	11/1/2022
Opportunity Summary:	Date of Public Hearing:

RPNY Solar 7, LLC is proposing to construct a community solar farm project on Alexander Road in the Town of Batavia.

The project will utilize 6,214 solar panels and 20 string inverters on approximately 13 of 69 acres on the property to convert the sun's energy into 2.5 MW of AC power. The project will utilize single axis tracking technology to allow the modules to efficiently track the sun throughout the day to maximize the efficiency of solar collection.

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

The project's PILOT will contribute \$4,000/MWAC + a 2% annual escalator in payments to the Genesee County and Batavia City School District in addition to revenue in a separate host benefit agreement with the town of Batavia. The PILOT is estimated to generate \$172,934 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

The project is aligned with New York's aggressive goals for renewable energy, energy efficiency and greenhouse gas reductions, and will offer customers a 10% discount vs average market rates for the generated power.

Economic Impact: The 2.5 MW solar farm will generate \$373,124 in PILOT payments, host payments, and real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates to a rate of return based on the original property taxes of \$28.91 to 1.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$733,039	Capital Improvements:	\$750,763 ✓
Equipment (non-taxable):	\$1,969,811	Equipment (Taxable) / Other Project Investment:	\$50,000 ✓
Land Cost (Real Estate):	\$48,573 ✓		
Total Capital Investment:	\$3,552,186		

Estimated Benefits Provided

Sales Tax Exempt:	\$284,175	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$33,746	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$306,147		
Total Estimated Tax Incentives Provided:	\$624,068		
Total Amount Finance:	\$3,552,186		
Mortgage Amount:	\$3,374,576	Equity:	\$177,609

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Project: RPMV Solar 7 (9071 Alexander Rd)

Capex	\$ 1,552,188	Savings	\$ 251,175
Sales Taxable rent	\$ 1,552,188		\$ 53,746 (1% of 1.25%)
Mortgage rent	\$ 1,378,576		\$ 306,147
Property Tax	(below)		\$ 624,058
Total			\$ 1,125,000

Power \$ per MW AC: 4,000 MW AC: 2.5 Assessed Value Per MW: 480,000.00 Escalator: 0.0%



Note: Includes Town of Batavia Host Agreement

Revenue to PILOT Payor - Host Divided by Current Property

Economic Impact RCI \$ 373,124 \$ 28.89

Year of Exemption	Fixed Payment \$200 (per MW)	Town of Batavia	Chautauq County	Batavia School	Total Payments	Revenue to property less than to base of ag exemption	Total PILOT payments and property taxes to be received	Current property taxes on base land (including ag exemption)	Total Payments to appropriate agent project completion
1	\$ 10,000	\$ -	\$ 3,226	\$ 8,774	\$ 10,000	\$ -	\$ 10,000	\$ 881	\$ 10,881
2	\$ 10,200	\$ -	\$ 3,291	\$ 8,909	\$ 10,200	\$ -	\$ 10,200	\$ 881	\$ 11,081
3	\$ 10,404	\$ -	\$ 3,357	\$ 7,047	\$ 10,404	\$ -	\$ 10,404	\$ 881	\$ 11,285
4	\$ 10,612	\$ -	\$ 3,424	\$ 7,188	\$ 10,612	\$ -	\$ 10,612	\$ 881	\$ 11,493
5	\$ 10,824	\$ -	\$ 3,492	\$ 7,332	\$ 10,824	\$ -	\$ 10,824	\$ 881	\$ 11,705
6	\$ 11,041	\$ -	\$ 3,562	\$ 7,479	\$ 11,041	\$ -	\$ 11,041	\$ 881	\$ 11,922
7	\$ 11,262	\$ -	\$ 3,634	\$ 7,628	\$ 11,262	\$ -	\$ 11,262	\$ 881	\$ 12,143
8	\$ 11,487	\$ -	\$ 3,706	\$ 7,781	\$ 11,487	\$ -	\$ 11,487	\$ 881	\$ 12,368
9	\$ 11,717	\$ -	\$ 3,780	\$ 7,938	\$ 11,717	\$ -	\$ 11,717	\$ 881	\$ 12,598
10	\$ 11,951	\$ -	\$ 3,856	\$ 8,095	\$ 11,951	\$ -	\$ 11,951	\$ 881	\$ 12,832
11	\$ 12,190	\$ -	\$ 3,933	\$ 8,257	\$ 12,190	\$ -	\$ 12,190	\$ 881	\$ 13,071
12	\$ 12,434	\$ -	\$ 4,012	\$ 8,422	\$ 12,434	\$ -	\$ 12,434	\$ 881	\$ 13,315
13	\$ 12,682	\$ -	\$ 4,092	\$ 8,590	\$ 12,682	\$ -	\$ 12,682	\$ 881	\$ 13,563
14	\$ 12,936	\$ -	\$ 4,174	\$ 8,762	\$ 12,936	\$ -	\$ 12,936	\$ 881	\$ 13,815
15	\$ 13,195	\$ -	\$ 4,257	\$ 8,938	\$ 13,195	\$ -	\$ 13,195	\$ 881	\$ 14,071
Total	\$ 172,934	\$ -	\$ 55,707	\$ 117,227	\$ 172,934	\$ -	\$ 172,934	\$ 12,915	\$ 185,849

* no PILOT on Ad Valorem Taxes

Total Mobile acres: 10
Solar acres: 13

Total Ag Exemption \$ -

The value of Ag Exemption elimination due to permanent conversion of farm land
Town Tax Rate \$ -
Current ag exemption amount (add from GARS) \$ -
County and School Taxes on Ag Exemption \$ -
Town of Batavia (only) Taxes on Ag Exemption \$ -
Total taxes due based on the elimination of Ag Exemption \$ -

Current Property Taxes on Property \$ 861

1.25% GCEDC fee \$ 44,402
Workforce Community Benefit \$ 25,000
Subtotal \$ 69,402
GCEDC Lagw \$ 7,000
Total Fee \$ 76,402

main base land tax will remain the same and paid outside the PILOT

Property Taxes at 100% assessed value (assessor) \$ 31,979
Taxes \$ 10
Total PILOT \$ 479,081
Savings \$ 306,147

Net Savings \$ 547,665

Power \$ per MW AC: 2,500 MW AC: 2.5 Escalator: 2.0%

Town of Batavia Escalator

Year of Exemption	Fixed Payment \$200 (per MW)
1	\$ 6,250
2	\$ 6,375
3	\$ 6,503
4	\$ 6,633
5	\$ 6,765
6	\$ 6,901
7	\$ 7,039
8	\$ 7,179
9	\$ 7,321
10	\$ 7,465
11	\$ 7,611
12	\$ 7,759
13	\$ 7,907
14	\$ 8,056
15	\$ 8,207
16	\$ 8,359
17	\$ 8,512
18	\$ 8,666
19	\$ 8,821
20	\$ 8,977
21	\$ 9,134
22	\$ 9,292
23	\$ 9,451
24	\$ 9,611
25	\$ 9,771
Total	\$ 201,189

410

10/21/22

mm
10/21/22



Project Name: RPNY Solar 7, LLC

Board Meeting Date: November 1, 2022

STATEMENT OF COMPLIANCE OF PROJECT CRITERIA LISTED IN UNIFORM TAX EXEMPTION POLICY (UTEP)

PROJECT DESCRIPTION:

RPNY Solar 7, LLC is proposing to construct a community solar farm project on Alexander Road in the Town of Batavia. The project will utilize 6,214 solar panels and 20 string inverters on approximately 13 of 69 acres on the property to convert the sun's energy into 2.5 MW of AC power. The project will utilize single axis tracking technology to allow the modules to efficiently track the sun throughout the day to maximize the efficiency of solar collection.

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

The project's PILOT will contribute \$4,000/MWAC + a 2% annual escalator in payments to the Genesee County and Batavia City School District in addition to revenue in a separate host benefit agreement with the town of Batavia. The PILOT is estimated to generate \$172,934 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

The project is aligned with New York's aggressive goals for renewable energy, energy efficiency and greenhouse gas reductions, and will offer customers a 10% discount vs average market rates for the generated power.

Criteria #1 – The Project pledges to create and/or retain quality, good paying jobs in Genesee County.

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #2- Completion of the Project will enhance the long-term tax base and/or make a significant capital investment.

Project details: The project will enhance long term tax base with a planned new community solar farm and \$3,552,186 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$4,000/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 2.5 MW solar farm will generate in excess of \$172,934 in PILOT payments over the 15-year term which is far greater than current assessed value of this Ag/Vacant land.

Board Discussion:

3.3

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Board Concurrence: YES NO If no, state justification:

Criteria #3- The Project will contribute towards creating a “livable community” by providing a valuable product or service that is underserved in Genesee County.

Project details: The company is assisting with a \$25,000 payment for STEM oriented workforce training/county economic development programming to support STEM 2 STAMP workforce development programs/local economic development programming. Residents will be offered a 10% discount to average local market rates for solar energy.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #4: The Board will review the Agency’s Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation will include the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.

The 2.5 MW solar farm will generate \$373,124 in PILOT payments, host payments, and real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates to a rate of return based on the original property taxes of \$28.91 to 1.

Project details: For every \$1 of public benefit the company is investing \$29 into the local economy

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #5: The Project is included in one of the Agency’s strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

Project details: : The company is a “downstream” developer/installer of Photovoltaic (solar) energy generation systems which is a target industry cluster / strategic industry focused on by the Agency to attract Photovoltaic (solar) manufacturing at STAMP.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #6: The Project will give a reasonable estimated timeline for the completion of the proposed project.

Project details: The project is planning to begin construction in 12/2022 and be operational within 10 months

Board Discussion

Board Concurrence: YES NO If no, state justification:

MSY
10/21/22

INITIAL RESOLUTION
(RPNY Solar 7, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Tuesday, November 1, 2022.

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

Resolution No. 11/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF RPNY SOLAR 7, LLC WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **RPNY SOLAR 7, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 8.84 acres of real property located at 9071 Alexander Road, Town of Batavia, Genesee County, New York (the "Land", being more particularly described as a portion of tax parcel No. 18.-1-20.21); (ii) the planning, design, construction and operation of a 2.5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (iii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents, (iv) take a leasehold interest in the Land, the Improvements, the Equipment and the personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (v) provide Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Facility, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance").

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

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

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

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project; and

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

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

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

Section 2. The Agency is hereby authorized to conduct a public hearing in compliance with the Act.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION
(RPNY Solar 7, LLC Project)

STATE OF NEW YORK)
COUNTY OF GENESEE) ss.:

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on November 1, 2022, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2022.

Secretary

*may
wh/12*

Customer Information

Potential Customer: AES Rt 5 Storage, LLC Opportunity Type: Attraction
 Project St. Address: 7054 West Main Road Opportunity Product: Property Sales & Mortgage Recording Taxes Only
 City/Town/Village: //LeRoy Type of Project: Attraction
 Project Description: AES Rt 5 Storage - Le Roy 5 MW Solar New Jobs:
 Total Capital Investment: \$11,017,119 Retained Jobs:
 Incentive Amount: \$1,804,442 School District: LeRoy
 Benefited Amount: \$11,017,119 PILOT Applicable: Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

Project Information

Organization: GCEDC
 Opportunity Source: Direct/Personal Contact Date of Public Hearing:
 Initial Acceptance Date: 11/1/2022 Inducement Date:
 Opportunity Summary: AES Rt 5 Storage,, LLC is proposing to construct a community solar farm project on West Main Road in the Town of Le Roy.

The project will utilize ground-mounted solar panels to convert the sun's energy into 5 MW of AC power.

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

The project's PILOT will contribute \$4,000/MWAC + a 2% annual escalator in payments to the Genesee County, Town of Le Roy, and Le Roy Central School District. The PILOT is estimated to generate \$345,868 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

The project is aligned with New York's aggressive goals for renewable energy, energy efficiency and greenhouse gas reductions, and will offer customers a 10% discount vs average market rates for the generated power.

Economic Impact: The 5 MW solar farm will generate \$597,180 in PILOT payments, host payments and real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates to a rate of return based on the original property taxes of \$6.43 to 1.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$0	Capital Improvements:	\$3,752,170 ✓
Equipment (non-taxable):	\$4,337,508 ✓	Equipment (Taxable) / Other Proj Investment:	\$2,927,441 ✓
Land Cost (Real Estate):	\$0		
Total Capital Investment:	\$11,017,119 ✓		

Estimated Benefits Provided

Sales Tax Exempt:	\$881,370	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$82,628 ✓	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$840,444 ✓		
Total Estimated Tax Incentives Provided:	\$1,804,442		
Total Amount Finance:	\$11,017,119		
Mortgage Amount:	\$8,262,839	Equity:	\$2,754,280

3.4

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3.4

Project: AES RT5 Storage, LLC

Capex	\$ 11,017,119	Savings	\$ 881,370
Sales Taxable (est)	\$ 11,017,119		\$ 82,628
Mortgage (est)	\$ 8,262,839		\$ 840,444
Property Tax	below		\$ 1,014,442
Total			\$ 1,814,442



Note: Includes Town of Leroy Host Agreement

Fixed \$ per MW AC	4,000	Rate AC	5.0%	Item Assessor	Assessed Value
Escalator	2.0%				\$ 450,000.00 \$ 2,250,000

Economic Impact	\$ 597,180
ROI	\$ 6.43

Year of Exemption	Fixed Payment (\$2000 per MW)	Town of Leroy	Calverton County	Leroy School	Total Payments	Ag Exemption (Ag Exemption) based on % base of ag exemption	Total PILOT payments and property taxes on (Le Exemption)	Current property taxes on base land (excluding ag exemption)	Total Payments to financially open project completion
1	\$ 20,000	\$ 620	\$ 5,807	\$ 13,713	\$ 20,000	\$ 6,225	\$ 25,225	\$ 6,167	\$ 31,412
2	\$ 20,400	\$ 633	\$ 5,780	\$ 13,987	\$ 20,400	\$ 6,225	\$ 25,625	\$ 6,167	\$ 31,812
3	\$ 20,800	\$ 645	\$ 5,996	\$ 14,267	\$ 20,800	\$ 6,225	\$ 26,033	\$ 6,167	\$ 32,220
4	\$ 21,224	\$ 658	\$ 6,134	\$ 14,562	\$ 21,224	\$ 6,225	\$ 26,449	\$ 6,167	\$ 32,636
5	\$ 21,648	\$ 671	\$ 6,267	\$ 14,843	\$ 21,648	\$ 6,225	\$ 26,874	\$ 6,167	\$ 33,061
6	\$ 22,082	\$ 685	\$ 6,267	\$ 15,140	\$ 22,082	\$ 6,225	\$ 27,307	\$ 6,167	\$ 33,494
7	\$ 22,523	\$ 698	\$ 6,380	\$ 15,443	\$ 22,523	\$ 6,225	\$ 27,748	\$ 6,167	\$ 33,936
8	\$ 22,974	\$ 712	\$ 6,510	\$ 15,752	\$ 22,974	\$ 6,225	\$ 28,199	\$ 6,167	\$ 34,386
9	\$ 23,433	\$ 727	\$ 6,640	\$ 16,067	\$ 23,433	\$ 6,225	\$ 28,658	\$ 6,167	\$ 34,845
10	\$ 23,902	\$ 741	\$ 6,773	\$ 16,385	\$ 23,902	\$ 6,225	\$ 29,127	\$ 6,167	\$ 35,314
11	\$ 24,380	\$ 756	\$ 6,908	\$ 16,716	\$ 24,380	\$ 6,225	\$ 29,605	\$ 6,167	\$ 35,792
12	\$ 24,867	\$ 771	\$ 7,046	\$ 17,050	\$ 24,867	\$ 6,225	\$ 30,093	\$ 6,167	\$ 36,280
13	\$ 25,368	\$ 787	\$ 7,187	\$ 17,391	\$ 25,368	\$ 6,225	\$ 30,590	\$ 6,167	\$ 36,777
14	\$ 25,872	\$ 802	\$ 7,331	\$ 17,736	\$ 25,872	\$ 6,225	\$ 31,097	\$ 6,167	\$ 37,284
15	\$ 26,380	\$ 818	\$ 7,478	\$ 18,084	\$ 26,380	\$ 6,225	\$ 31,615	\$ 6,167	\$ 37,803
Total	\$ 345,868	\$ 10,725	\$ 98,004	\$ 237,139	\$ 345,868	\$ 79,377	\$ 424,246	\$ 92,807	\$ 517,053

* no Pile on Ad Valorem Taxes

Total taxable acres	66	Current ag exemption amount (add from OARS)	\$ 144,182
Solar acres	38.7	County and School Taxes on Ag Exemption	\$ 5,068
Total Ag Exemption	\$ 144,182	Town of Batavia (only) Taxes on Ag Exemption	\$ 157
		Total taxes due based on the elimination of Ag Exemption	\$ 5,225
		Current Property Taxes on Property	\$ 962

1.250%	GCEDC Fee	\$ 137,714
	Workforce Community Benefit	\$ 25,000
	Subtotal	\$ 162,714
	GCEDC Legal	\$ 16,500
	Total Fee	\$ 179,214

note: base land tax will remain the same and paid outside the PILOT

Property Taxes at 100% assessed value (assessor)	\$ 79,088
Term	\$ 15
Total PILOT	\$ 1,180,313
Savings	\$ 840,444

Net Savings \$ 1,625,228

Fixed \$ per MW AC	2,000	Rate AC	5.0%
Escalator	3.0%		

Year of Exemption	Fixed Payment (\$2000 per MW)
1	\$ 10,000
2	\$ 10,200
3	\$ 10,400
4	\$ 10,612
5	\$ 10,824
6	\$ 11,041
7	\$ 11,262
8	\$ 11,487
9	\$ 11,717
10	\$ 11,951
11	\$ 12,190
12	\$ 12,434
13	\$ 12,682
14	\$ 12,936
15	\$ 13,195
Total	\$ 172,934

54

10/21/22



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10/21/22

Project Name: AES Rt 5 Storage, LLC

Board Meeting Date: November 1, 2022

STATEMENT OF COMPLIANCE OF PROJECT CRITERIA LISTED IN UNIFORM TAX EXEMPTION POLICY (UTEP)

PROJECT DESCRIPTION:

AES Rt 5 Storage, LLC is proposing to construct a community solar farm project on West Main Road in the Town of Le Roy. The project will utilize ground-mounted solar panels to convert the sun's energy into 5 MW of AC power. The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

The project's PILOT will contribute \$4,000/MWAC + a 2% annual escalator in payments to the Genesee County, Town of Le Roy, and Le Roy Central School District. The PILOT is estimated to generate \$345,868 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

The project is aligned with New York's aggressive goals for renewable energy, energy efficiency and greenhouse gas reductions, and will offer customers a 10% discount vs average market rates for the generated power.

Criteria #1 – The Project pledges to create and/or retain quality, good paying jobs in Genesee County.

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #2- Completion of the Project will enhance the long -term tax base and/or make a significant capital investment.

Project details: The project will enhance long term tax base with a planned new community solar farm and \$11,017,119 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$4,000/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 5 MW solar farm will generate \$345,868 in PILOT payments over the 15-year term which is far greater than current assessed value of this Ag/Vacant land.

Board Discussion:

Board Concurrence: YES NO if no, state justification:

Criteria #3- The Project will contribute towards creating a "livable community" by providing a valuable product or service that is underserved in Genesee County.

3.4

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Project details: The company is assisting with a \$25,000 payment for STEM oriented workforce training/county economic development programming to support STEM 2 STAMP workforce development programs/local economic development programming. Residents will be offered a 10% discount to average local market rates for solar energy.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #4: The Board will review the Agency's Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation will include the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.

The 5 MW solar farm will generate \$597,180 in PILOT payments, host payments and real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates to a rate of return based on the original property taxes of \$6.43 to 1.

Project details: For every \$1 of public benefit the company is investing \$6.43 into the local economy

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #5: The Project is included in one of the Agency's strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

Project details: : The company is a "downstream" developer/installer of Photovoltaic (solar) energy generation systems which is a target industry cluster / strategic industry focused on by the Agency to attract Photovoltaic (solar) manufacturing at STAMP.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #6: The Project will give a reasonable estimated timeline for the completion of the proposed project.

Project details: The project is planning to begin construction in early 2023 and be operational within 12 months

Board Discussion

Board Concurrence: YES NO If no, state justification:

3.4

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10/21/22

INITIAL RESOLUTION
(AES RT 5 Storage, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Tuesday, November 1, 2022.

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

Resolution No. 11/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF AES RT 5 STORAGE, LLC WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **AES RT 5 STORAGE, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain real property located at West Main Road, Town of LeRoy, Genesee County, New York (the "Land", being more particularly described as a portion of tax parcel No. 29.-1-13.21); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

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WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (iii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents, (iv) take a leasehold interest in the Land, the Improvements, the Equipment and the personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (v) provide Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Facility, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance").

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

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

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

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project; and

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

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

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

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Section 2. The Agency is hereby authorized to conduct a public hearing in compliance with the Act.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION
(AES RT 5 Storage, LLC Project)

STATE OF NEW YORK)
COUNTY OF GENESEE) ss.:

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on November 1, 2022, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2022.

Secretary

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AUTHORIZING RESOLUTION

(Purchase and Sale of Real Property – Remlap Properties, LLC)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, _____, 2022.

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

Resolution No. __/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING (i) THE SALE OF CERTAIN AGENCY OWNED REAL PROPERTY TO REMLAP PROPERTIES, LLC, AND (ii) THE EXECUTION OF A PURCHASE AND SALE AGREEMENT, A DEED, AN EASEMENT AGREEMENT, AND RELATED DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, among other property, the Agency owns approximately 3.7 acres of vacant land located at Buffalo Road, in the Town of Bergen, Genesee County, New York known as tax account number 13.-1-59.211 (the "Land");

WHEREAS, **REMLAP PROPERTIES, LLC and its permitted assigns** (the "Company") has offered to purchase the Land in connection with a certain project to be undertaken by the Company thereon pursuant to the terms and conditions of that certain Purchase and Sale Agreement, the form of which is attached hereto as Exhibit A (the "Purchase and Sale Agreement"); and

WHEREAS, the Agency desires to adopt a resolution authorizing (i) the sale of the Land to the Company and (ii) the execution of the Purchase and Sale Agreement, a deed and related documents; and

WHEREAS, the Purchase and Sale Agreement, the deed, and related documents in connection therewith have been negotiated and are presented to this meeting for approval and execution.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. The Agency is hereby authorized to sell the Land to the Company pursuant to the terms and conditions of the Purchase and Sale Agreement.

Section 2. The Chairman, Vice Chairman, President/CEO and/or Senior Vice President of Operations of the Agency are hereby authorized to execute the Purchase and Sale Agreement, the deed, the easement agreement and related documents in connection therewith, if any.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. Harris Beach PLLC shall be entitled to attorney fees, exclusive of third party costs (i.e. recording costs, survey, etc.) not to exceed \$8,000.00 subject to no substantive title issues, municipal approval issues and/or environmental issues arising in connection with the purchase and sale of the Land.

Section 5. These Resolutions shall take effect immediately.

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

	<i>Yea</i>		<i>Nay</i>		<i>Absent</i>		<i>Abstain</i>	
Peter Zelif	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

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CERTIFICATION

(Purchase and Sale of Real Property – Bert Berardi)

STATE OF NEW YORK)
COUNTY OF GENESEE) ss.:

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on March 29, 2018, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this _____ day of _____, 2022.

Secretary

EXHIBIT A

Form of Purchase and Sale Agreement

(Attached Next Page)

Exhibit A

Error! Unknown document property name.

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PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and executed this ____ day of November, 2022 (“Agreement”), by and between **Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center**, located at 99 MedTech Drive, Batavia, New York 14020 (“Seller”) and **REMLAP PROPERTIES, LLC** a limited liability company, located at (need company address) (“Purchaser”).

WITNESSETH:

WHEREAS, Seller is the owner of the real property and improvements located at Buffalo Road, in the Town of Bergen, County of Genesee, State of New York; and

WHEREAS, Seller desires to sell tax map ID 13.-1-59.211 of approximately 3.7± acres in the Town of Bergen, County of Genesee, State of New York to Purchaser, and Purchaser desires to purchase the real property and improvements thereon upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Property.** The real property to be conveyed consists of unimproved property identified on the diagram attached hereto as **Exhibit A** consisting of approximately 3.7± acres (“Land”) situated on Buffalo Road, Town of Bergen, County of Genesee, State of New York, together with all right, title, and interest of Seller in and to (a) any and all easements and rights-of-way appurtenant to the Land; (b) any and all lands lying in the bed of any streets, roads, highways, alleys or driveways in front of and adjoining the Land; and (c) any and all strips and gores adjacent to or abutting the Land, and also together with the existing parking areas and driveways on the Land (“Property”).

2. **Condition of Property.** The Property shall be conveyed free of any and all liens, encumbrances, security agreements or other financing devices except as provided in Paragraph 8 of this Agreement (such exceptions in Paragraph 8 constituting “Permitted Encumbrances”).

3. **Purchase Price and Deposit.** The purchase price for the Property (the “Purchase Price”) shall be **TWO HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** payable to Seller in cash or a bank check, or by wire, at Closing (as such term is hereinafter defined). Upon the execution of this Agreement by both parties, Purchaser shall deposit with Seller’s attorney in the attorney’s noninterest bearing IOLA trust account the sum of Five Thousand and No/100 Dollars (\$5,000.00) (the “Deposit”) to be credited towards the Purchase Price at Closing. The Deposit shall be refundable until the expiration of the Initial Due Diligence Period or the 90 Day Extension Period (as such terms are hereinafter defined), as applicable, at which time the Deposit shall become nonrefundable, but applicable to the Purchase Price in the event the transaction closes.

4. **Purchaser's Contingencies.** This Agreement, and Purchaser's obligations hereunder, shall be expressly contingent upon the following:

(a) Purchaser shall have the right, to conduct at its sole cost and expense within the initial ninety (90) day period after the execution of this Agreement by both parties (“Initial Due

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Diligence and Contingency”), Phase I and Phase II environmental assessments on the Property by an environmental engineer acceptable to Purchaser and Purchaser’s lender, which reports shall be certified to Purchaser, and the results of which shall be satisfactory to Purchaser in its sole discretion. The Purchaser shall also receive from Seller within five (5) business days after the execution of this Agreement, copies of all written reports for Phase I, Phase II, and Phase III environmental assessments for the Property in the possession of Seller, if any, which results shall be satisfactory to Purchaser in its sole discretion. Nothing herein shall require Purchaser to conduct a Phase I or Phase II environmental site assessment or assume responsibility for any existing environmental contamination which is found to be present on or under the Property. Notwithstanding the foregoing, Purchaser shall, upon completion of its environmental assessments, be responsible for restoring the Property to substantially the same condition as existed on the Property prior to the undertaking of such assessments.

(b) This offer is contingent upon: (i) Purchaser being able to obtain financing for the purchase of the Property on terms satisfactory to Purchaser in Purchaser’s sole discretion on or before the expiration of the Initial Due Diligence and Contingency Period and (ii) upon Purchaser’s receipt of such funds at Closing.

(c) On or before the expiration of the Initial Due Diligence and Contingency Period, Purchaser shall have received, at its sole cost and expense, all necessary governmental approvals, including zoning approvals, permits, consents, site plan approvals, subdivision or land separation approval, variances, and certificates of occupancy required from governmental authorities, if any are required, to construct a warehouse and office for its business on the Property on such terms and conditions as may be satisfactory to Purchaser. Seller agrees to timely execute any and all necessary applications and consents required by Purchaser to obtain the governmental approvals required pursuant to this Section 4(c). Seller also agrees to provide Purchaser with any preexisting permits, surveys, and other documents relating to the Property in Seller’s possession which may be required by the Purchaser to obtain the governmental approvals required in this Section 4(c).

Notwithstanding the foregoing, provided Purchaser is utilizing commercially reasonable efforts to complete the due diligence and contingencies in this Paragraph 4(a) through (d), and if Purchaser is unable to complete such due diligence and/or obtain all necessary approvals and consents within the Initial Due Diligence and Contingency Period, then upon written notice to the Seller, the Purchaser shall have the option to extend the Initial Due Diligence and Contingency Period and also simultaneously extend the date of Closing under Paragraph 5 of this Agreement for one additional 90 day extension period (“90 Day Extension Period”) without additional cost, provided such notice is given to Seller prior to the expiration of the Initial Due Diligence and Contingency Period. If the Initial Due Diligence and Contingency Period and/or the 90 Day Extension Period expires, then either Purchaser or Seller may terminate this Agreement by written notice of the other.

If any of the contingencies and due diligence requirements in this Paragraph 4 have not been satisfied or are found to be unsatisfactory to Purchaser in Purchaser’s sole discretion on or before the expiration of the Initial Due Diligence and Contingency Period or the 90 Day Extension Period (i.e., 180 days after the execution date of this Agreement by the parties), as applicable, then this Agreement may be terminated by Purchaser upon the giving of written notice of such termination to Seller provided such notice is given on or before the expiration of the Initial Due Diligence and Contingency Period. Upon receipt of such termination, Purchaser’s Deposit shall be promptly refunded without set off or deduction.

It is understood that the contingencies set forth herein are for Purchaser's benefit and may

be waived by Purchaser in writing at any time.

Purchaser agrees to indemnify, defend and hold Seller harmless from all actual suits, causes of action, losses, payments and expenses (including but not limited to reasonable attorneys' fees) arising from: (i) any personal injury or property damage caused by Purchaser's negligence during the inspection of the Property; (ii) any and all mechanics', laborers', materialmen's or other liens asserted against the Property resulting from the Purchaser's foregoing inspections; and (iii) Purchaser's present (or that of Purchaser's representatives, agents, employees, lenders, contractors, appraisers, architects and engineers) on or at the Property during the term of this Agreement, which indemnity shall survive Closing or the earlier termination of this Agreement.

5. **Closing and Possession.** The closing and transfer of title to the Property ("Closing") shall occur on or about March 31, 2023, unless Purchaser elects in writing to Seller to close on its purchase of the Property on a sooner date. The date of Closing shall also be extended for an additional 90 day period (i.e., until on or about June 30, 2023) if Purchaser elects to extend the Initial Due Diligence and Contingency Period in Paragraph 4 of this Agreement. Closing shall take place at Purchaser's attorneys' office or at a location selected by Purchaser's lender. Purchaser shall have possession and occupancy of the Property from and after the date of Closing, free and clear of any leases, tenancies or rights of occupancy.

6. **Deed/Title Search/Survey.** Seller will deliver to Purchaser at closing a properly signed and notarized Bargain and Sale Deed with lien covenant. At least ten (10) business days prior to Closing, Seller will furnish and pay for fully guaranteed tax, title and United States Court searches for the Property, dated or redated subsequent to the date of this Agreement (the "Searches"). Purchaser shall be responsible for and shall pay the cost of redating and continuation of the Searches to and including the Closing. Seller shall also prepare, at Seller's sole cost and expense, an instrument survey of the Property dated or redated after the date of this Agreement for use by the Purchaser in conjunction with its proposed site approvals and for obtaining good and marketable title to the Property. The instrument survey shall prepared or re-dated and certified to meet the standards and requirements of the Genesee County Bar Association, Purchaser's lender, and of the responsible agency for subdivision, if applicable.

7. **Closing Costs.** At Closing, Seller shall pay any required transfer tax as well as any recording charges necessary to render good and marketable title as provided herein. Purchaser shall pay for any fees incurred for recording the deed and the mortgage and shall pay any mortgage recording taxes except as otherwise provided in Paragraph 8 below. Except as otherwise provided herein, each party shall bear its own costs, legal fees and expenses incurred hereunder without any claim against the other.

8. **Seller's Title.**

(a) Within ten (10) business days after the Purchaser's receipt of all of the title documents for the Property, including an updated survey and redated abstract, Purchaser's attorneys shall deliver to Seller's attorneys a written notice of any defects, encumbrances or other objections to title other than those to which this sale is subject. If it should appear that the Property is affected by any outstanding interest, or questions of title which render title unmarketable, or the intended use of the improvements illegal (being in violation of any effective law, ordinance, regulation or restriction), and as to which Purchaser is not obliged to take subject to in accordance with the terms of this Agreement, Seller shall have the option of either: (i) removing such outstanding interest or questions of title rendering title unmarketable or discharging such interest, for which purpose Seller shall have a reasonable time from the receipt of Purchaser's written notice, but in no event beyond

the date of the Closing as set forth in Paragraph 5 above, or alternatively, (ii) promptly terminating this Agreement. Notwithstanding the foregoing, if the Property shall be affected by any lien or encumbrance which may be discharged by the payment of an ascertainable amount, then it shall be Seller's obligation to discharge such lien or encumbrance. If Seller shall be unable to convey a good and marketable title, subject to and in accordance with the provisions hereof, Purchaser shall have the right to cancel this Agreement by giving written notice of such cancellation to the Seller whereupon all liability by reason of this Agreement shall cease; provided, however, if either party secures a commitment for title insurance containing standard exceptions only and provided that Purchaser agrees to accept title insurance as the solution to Seller's title problems, then Seller shall pay the cost thereof and in such event this Agreement shall remain and continue in full force and effect. Purchaser may, nevertheless, at its option, accept such title as Seller may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Seller.

(b) Purchaser agrees to accept title to the Property subject to: (i) restrictions and easements of record common to the tract or subdivision in which the Property is located, provided the same have not been violated and do not prohibit the Purchaser's intended use of the Property for its retail uses; (ii) the lien of current real estate taxes not due and payable; and (iii) public utility easements along lot lines, provided Purchaser has determined such easements do not interfere with Purchaser's intended use of the Property for its retail uses.

(c) WITH THE EXCEPTION OF THE REPRESENTATIONS CONTAINED IN PARAGRAPHS 2, 8 AND 9, PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED BY SELLER IN "AS-IS" CONDITION, THAT PURCHASER IS FULLY FAMILIAR WITH THE CONDITION OF THE PROPERTY, AND THAT PURCHASER IS BUYING THE PROPERTY BASED SOLELY ON PURCHASER'S KNOWLEDGE OF THE PROPERTY AND NOT IN RELIANCE ON ANY REPRESENTATION MADE BY SELLER OR ANY EMPLOYEE OR AGENT OF SELLER. SELLER EXPRESSLY DISCLAIMS, AND PURCHASER ACKNOWLEDGES SUCH DISCLAIMER, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL CONDITION OR ENVIRONMENTAL COMPLIANCE OF THE PROPERTY. THE REPRESENTATIONS AND DISCLAIMER CONTAINED IN THIS SECTION SHALL SURVIVE CLOSING.

9. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser that:

(a) This Agreement constitutes the legal and binding obligation of Seller, enforceable in accordance with its terms.

(b) Seller represents that the Property is not currently subject to any leases. Seller will not enter into any leases, contracts, agreements, or other arrangements affecting the Property or its tenants without the prior written consent of Purchaser. Purchaser's ownership of the Property is not to be subject to any agreements, contracts, or leases.

(c) Seller represents and warrants that Seller has not received any notice from state or local authorities that the Property will be subject to any other eminent domain proceedings, appropriate, or other construction which would require the loss of any portion of the Property.

(d) Seller has no actual knowledge of: (i) the presence of any underground storage

tanks on the Property or (ii) the presence of any actual or threatened environmental contamination or Hazardous Substances on or under the Property. Seller has not received any notices from federal, state, or local regulatory authorities of any violation of the Property of any federal, New York State, or local laws, rules, regulations or ordinances, including any Environmental Laws and regulations. For purposes of this paragraph 9(d), "Environmental Laws" shall mean all federal, state and local environmental, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance and the rules, regulations, and orders with respect thereto. "Hazardous Substance" means, without limitation, any flammable, explosive or radioactive material, asbestos, polychlorinated biphenyl, petroleum or petroleum product, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Appendix Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law, the New York Navigation Law, or any other Environmental Laws and the regulations promulgated thereunder whether now or hereafter adopted.

(e) To the best of Seller's knowledge, the Property meets all applicable federal, state, and local governmental laws and regulations. The Property is currently served at its boundary by electric, public water, sewers, and gas.

10. Deliveries and Closing Condition

(a) At Closing, Seller shall deliver to Purchaser the following:

(i) Duly executed and acknowledged Bargain and Sale Deed with full covenants conveying title to the Property free and clear of all liens and encumbrances;

(ii) Affidavits or other certificates or documents reasonably required by the Purchaser or the title insurance company, if any, in order to insure title in the condition required by this Agreement;

(iii) All other certificates, affidavits, warranty assignments, bills of sale, and other documents or instruments reasonably requested and as required by this Agreement to effectuate the terms and conditions hereof, if any.

(b) At Closing, Purchaser shall deliver to Seller the following:

(i) Payment of \$250,000.

(ii) such other certificates, documents and instruments reasonably requested and as required by this Agreement to effectuate the terms and conditions hereof.

11. **Condemnation.** If during the pendency of this Agreement Seller receives written notice pursuant to the Eminent Domain Procedure Law of the State of New York that any portion of the Property is to be taken by condemnation or purchased in lieu thereof, Seller shall give Purchaser written notice thereof and, if such portion to be condemned is material (i.e., remaining property

cannot be used for the purposes contemplated under this Agreement), Purchaser shall have the right to terminate this Agreement or confirm that this Agreement shall continue in full force and effect within ten (10) days of Seller's notice of the condemnation. In the absence of such timely notice, Purchaser will not be deemed to have waived any such right of termination. If Purchaser does not exercise its right to terminate, Seller shall assign to Purchaser any claim for compensation to such condemned portion of the Property. If an immaterial portion of the Property is taken (i.e. the Property can still be used for Purchaser's intended use), Purchaser shall be required to proceed under this Agreement and accept an assignment of the compensation for such portion of the Property condemned.

12. **Adjustments.** Real property taxes shall be adjusted and prorated between the parties at Closing. Any past due real estate taxes, assessments, and related interest and penalties shall be paid by Seller.

13. **Notices.**

(a) Any notice, communication, approval, disapproval, request or reply (hereinafter called "Notice") provided for in this Agreement or permitted to be given, made or accepted by either party to the other, must be in writing, and shall be given or served by delivery in person, by Federal Express or similar overnight courier service or by postpaid certified or registered mail addressed to the party notified. For purposes of Notice, the addresses for the parties, unless changed as hereinafter provided, shall be:

Purchaser:

with a copy to:

Seller: Genesee County Industrial Development Agency
d/b/a Genesee County Economic Development Center
c/o Mark A. Masse
99 MedTech Drive
Batavia, New York 14020

with a copy to: Harris Beach PLLC
Russ Gaenzle
99 Garnsey Road
Pittsford, New York 14534
Tel: 585.419.8718
E-mail: rgaenzle@harrisbeach.com

(b) Each party hereto shall have the right from time to time to change its address, by giving Notice in writing of no less than five (5) business days to the other party as herein provided. Any Notice delivered hereunder shall be deemed delivered upon personal delivery or, if by mail, on the third day after mailing or, if by nationally recognized overnight courier service, on the next business day.

14. **Broker's Commission.** Seller and Purchaser agree that a broker brought about the sale of the Property.

15. **Miscellaneous.**

(a) This Agreement, and the terms, covenants and conditions herein contained, shall inure to the benefit of and be binding upon the respective heirs, beneficiaries, successors and assigns of the parties hereto. Neither party may assign its rights hereunder to any other person or entity without the prior written consent of the other party, provided, however, Purchaser shall be permitted to assign this Agreement to an affiliate, parent or subsidiary without obtaining Seller's consent so long as Purchaser remains fully responsible for Purchaser's obligations hereunder and Purchaser provides Seller with a notice of assignment, together with a copy of the applicable assignment and assumption agreement. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, PURCHASER MAY ASSIGN ITS RIGHTS HEREUNDER TO A NEW YORK LIMITED LIABILITY COMPANY OR OTHER ENTITY, PROVIDED THAT PURCHASER PROVIDES SELLER NOTICE OF SUCH ASSIGNMENT AT LEAST 5 DAYS PRIOR TO CLOSING.**

(b) All personal pronouns used in this Agreement shall include the other genders, and the singular shall include the plural, whenever and as often as may be appropriate.

(c) This Agreement shall be governed by and construed and enforced under the laws of the State of New York without regard to principles of conflicts of laws. The parties hereto agree to the jurisdiction of the New York State Supreme Court and to venue in Genesee County.

(d) No variation, modification or alteration of this Agreement shall be binding on either party hereto unless set forth in a document executed by such party or a duly authorized agent, officer or representative thereof.

(e) The captions contained in this Agreement are for the convenience of the parties only and shall not be deemed a part of the context of this Agreement.

(f) The parties hereto agree to execute and deliver all other documents required, provide all necessary information, and take or forebear from all actions as may be necessary or appropriate to achieve the purposes of this Agreement.

(g) This Agreement contains the entire agreement between Seller and Purchaser, and except as otherwise set forth in the Agreement, no oral statements or prior written matter not specifically incorporated herein shall be of force or effect.

(h) The provisions of Paragraphs 9 and 14, and this Paragraph 15 of this Agreement shall survive the Closing and transfer of title to the Property.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement shall be binding on the parties as soon as each party whose signature is required to make it effective has signed at least one copy of it, even if no copy has been signed by all parties. Delivery by a party of a copy of this Agreement containing that party's signature which is conveyed by facsimile, photostatic, or similar method to the party or its counsel shall be sufficient for purposes of execution and delivery of this Agreement by that party.

16. **Risk of Loss.** Risk of loss or damage to the Property by fire or other casualty until

transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Purchaser may cancel this Agreement without any further liability to Seller and Purchaser's deposit will be returned. If Purchaser does not cancel but elects to close, then Seller shall transfer to Purchaser any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

PURCHASER:

Dated: November __, 2022

SELLER:

Dated: November __, 2022

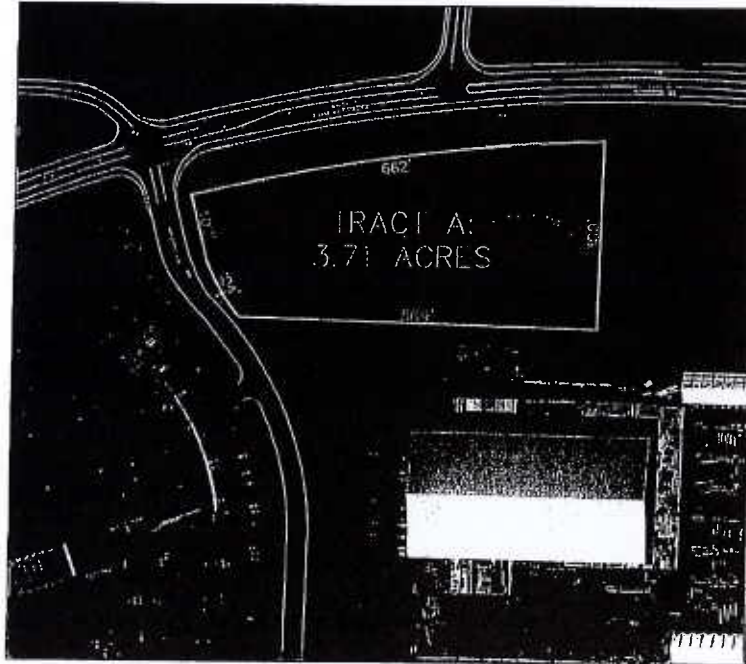
**Genesee County Industrial Development
Agency d/b/a Genesee County Economic
Development Center**

By: _____

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EXHIBIT A
SEC OF BUFFALO RD AND APPLE TREE
AVE BERGEN, NY 14416
PARCEL ID#13-1-59.211



DIMENSIONS ARE APPROXIMATE
TO BE DETERMINED BY SURVEY



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Chris Suozzi- Vice President of Business & Workforce Development
Report of Management

November 1, 2022

Real Estate

Discussion: To discuss the commission for land sale at Apple Tree Acres retail lot project:

GCEDC/GGLDC engaged with Pyramid Brokerage to sell and market a Retail lot at Apple Tree Acre in the town of Bergen.

Pyramid Brokerage has "Dollar General Store" interested in our 3.7 acre (1 Acre buildable lot) to include the existing retention pond for \$250,000.

Attached is Pyramid Brokerage's 10% commission fee contract.

Action:

It is recommended by staff accept the attached 10% commission fee.

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**Pyramid Brokerage
Company**

370 Woodcliff Drive
Fairport, NY 14450
Tel +1 585 248 9428
Fax +1 585 248 3981
pyramidbrokerage.com

**COMMISSION AGREEMENT
(SALE of VACANT LAND)**

The undersigned, ("Owner") of the property or premises comprised of 3.77 ± Acres also known as Apple Tree Acres situate in the Town of Bergen, County of Genesee, State of New York, Tax ID# 13-1-59.211 ("Property") agrees to pay **Pyramid Brokerage Company of Rochester, Inc.** ("Pyramid Brokerage Company") a commission of ten percent (10%) of the gross sale price ("Commission") for services rendered as the sole broker in connection with the sale of all or a portion of the Property.

The term "sale" in this Agreement shall include an exchange transaction involving some or all of the Property. The Owner shall pay the Commission to Pyramid Brokerage Company (a) at the closing of the sale of the Property, or (b) if subsequent to the signing of a contract of sale with a buyer, the closing of the Property sale does not occur due to no fault of such buyer, then within ten (10) days after demand by Pyramid Brokerage Company for such payment.

Owner assigns to Pyramid Brokerage Company so much of the Property sale proceeds as to which a Commission is due hereunder as security for the payment of such Commission and agrees that the Property buyer, the Property buyer's lender and each attorney involved in the closing of the Property sale or loan transaction are each authorized to pay directly to Pyramid Brokerage Company out of the Property sale proceeds or the buyer's loan proceeds, an amount equal to the Commission.

If Owner enters into a lease of some or all of the Property with any party referred or introduced to Owner by Pyramid Brokerage Company, or with any person or entity related to or affiliated with such party, Owner shall pay to Pyramid Brokerage Company a Commission of six percent (6%) of the aggregate gross rent payable to Owner during the term of such lease. The Commission due under this paragraph shall be due and payable upon the execution of the lease involved.

In the event (i) buyer makes a deposit, earnest money deposit, good faith payment, down payment, option payment or such similar payment (hereinafter referred to as the "Deposit"), (ii) the contract does not close for any reason, and (iii) Owner becomes entitled to the Deposit or any portion thereof (the "Retained Deposit"), then Owner shall pay to Pyramid Brokerage Company an amount equal to the Retained Deposit multiplied by the commission percentage rate to be paid to Pyramid Brokerage Company as set forth above.

If payment of all or any part of the Commission is not received by Pyramid Brokerage Company within ten (10) days after the date when due, then, in addition to the amount remaining unpaid, Owner shall pay as liquidated damages and not as a penalty, ten percent (10%) of the amount due and unpaid.

If Pyramid Brokerage Company commences an action to collect amounts due to it under this Agreement, Owner shall pay the reasonable attorneys' fees and other expenses incurred by Pyramid Brokerage Company. Any action relating to this Agreement, including an action to collect amounts due hereunder, shall be commenced in the Supreme Court for the County of Monroe, State of New York, and the Owner and Pyramid Brokerage Company consent to the jurisdiction and venue of such court. Pyramid Brokerage Company and Owner waive any right to a trial by jury in any action relating to this Agreement or the collection of amounts due hereunder.

Owner warrants and represents that (a) there are no exclusive agreements or arrangements with any other real estate broker relating to the lease or sale of the Property; and (b) this Agreement is not inconsistent with or in violation of any other agreement signed by Owner. Owner agrees to defend, indemnify and hold Pyramid Brokerage Company harmless

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Pyramid Brokerage Company of Rochester, Inc. is a real estate brokerage firm licensed in the State of New York. The Commission on this agreement shall be paid to Pyramid Brokerage Company of Rochester, Inc. at the closing of the sale of the Property or within ten (10) days after demand by Pyramid Brokerage Company for such payment. The Commission shall be paid to Pyramid Brokerage Company of Rochester, Inc. out of the Property sale proceeds or the buyer's loan proceeds, an amount equal to the Commission. If payment of all or any part of the Commission is not received by Pyramid Brokerage Company within ten (10) days after the date when due, then, in addition to the amount remaining unpaid, Owner shall pay as liquidated damages and not as a penalty, ten percent (10%) of the amount due and unpaid. If Pyramid Brokerage Company commences an action to collect amounts due to it under this Agreement, Owner shall pay the reasonable attorneys' fees and other expenses incurred by Pyramid Brokerage Company. Any action relating to this Agreement, including an action to collect amounts due hereunder, shall be commenced in the Supreme Court for the County of Monroe, State of New York, and the Owner and Pyramid Brokerage Company consent to the jurisdiction and venue of such court. Pyramid Brokerage Company and Owner waive any right to a trial by jury in any action relating to this Agreement or the collection of amounts due hereunder. Owner warrants and represents that (a) there are no exclusive agreements or arrangements with any other real estate broker relating to the lease or sale of the Property; and (b) this Agreement is not inconsistent with or in violation of any other agreement signed by Owner. Owner agrees to defend, indemnify and hold Pyramid Brokerage Company harmless

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from and against any and all claims, losses, damages or expenses (including reasonable attorneys' fees) which may be asserted by any other real estate broker in connection with the lease or sale of all or any portion of the Property.

Owner warrants to Pyramid Brokerage Company that, to the best of Owner's knowledge, there are no hazardous substances, hazardous waste or other contaminants or pollutants at or under the Property.

Owner warrants that he is the owner of the Property and has the full right and authority to execute, deliver and perform this Agreement and to retain Pyramid Brokerage Company hereunder.

This Agreement may be executable in counterpart, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Commission Agreement has been executed and delivered this ____ day of September, 2022.

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

BY: _____

(Name)
(Title)

PH: (585) _____ - _____

**PYRAMID BROKERAGE COMPANY
OF ROCHESTER, INC.**

BY: _____
John J. Manilla
President

PH: (585) 248-9426

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Customer Information

Potential Customer:	Hecate Energy Cider Solar LLC	Opportunity Type:	Attraction
Project St. Address:	Various - Multiple Properties	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Towns of Elba and Oakfield	Type of Project:	Attraction
Project Description:	Cider Solar – 500 MW Solar Project	New Jobs:	9
Total Capital Investment:	\$550,000,000	Retained Jobs:	
Incentive Amount:	\$141,591,309	School District:	Elba and Oakfield-Alabama School Districts
Benefited Amount:	\$550,000,000	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

Project Information

Organization:	GCEDC
Opportunity Source:	3rd Party Professional Date of Public Hearing: TBD
Initial Acceptance Date:	11/1/2022 Inducement Date:

Opportunity Summary: Hecate Energy Cider Solar LLC is proposing to construct a utility scale solar farm project at various properties in the towns of Elba and Oakfield.

The project will be located on 2,455 acres and utilize solar panels mounted on tracking panel racks to convert the sun's energy into 500 MW of AC power, and will be interconnected with the electric grid.

The project will provide enhanced property tax-type payments to the host municipalities through 30-year PILOT and Host Community Agreements that will contribute fiscally at a significantly greater level (\$35.23 million PILOT payments, \$38.35 million Host Community Agreement Payments) than the current agricultural-vacant land property tax payments generated by the project's properties.

Economic Impact: The project has an estimated \$87.9 million fiscal economic impact (PILOT payments, Host Community Agreement payments, fire district payments, elimination of ag-exemptions on acreage used for solar panels, and Residential Utility Bill Credits). This results in an estimated return of \$23 in economic impacts vs the tax impacts of the land's prior use.

Project Detail (Total Capital Investment)

Total Capital Investment: \$550,000,000

Estimated Benefits Provided

Sales Tax Exempt:	\$44,000,000
Mortgage Tax Exempt:	\$5,500,000
Property Tax Exempt:	\$92,091,309
Total Estimated Tax Incentives Provided:	\$141,591,309
Total Amount Finance:	\$550,000,000
Mortgage Amount:	\$550,000,000

Hecate Energy Cider Solar LLC - Cider Solar Project

Memo to the GCEDC Board of Directors

S. G. Hyde, President and CEO

October 28, 2022

Cider Solar Project – We have received the initial application for IDA incentives from Hecate Energy Cider Solar LLC, for IDA benefits as it relates to the 500MW Utility Scale Solar Cider Solar project to be constructed and located on some 2,455 acres (fenced area) in the Towns of Elba and Oakfield, Genesee County.

This significant scale renewable energy (solar generation only) project, with a total capital investment noted of approximately \$550,000,000, is seeking to implement a series of tax agreements utilizing an IDA PILOT and Host Community Agreement structure as suggested by NYSERDA guidance. The PILOT and Host Community Agreements, along with special district taxes, elimination of ag exemptions, and utility bill credit program payments, are estimated to generate \$87,905,295 to municipalities over the 30-year project horizon.

The value of the proposed savings from property tax (\$92,091,309), sales tax (\$44,000,000), and mortgage tax abatements (\$5,500,000) are estimated at a combined total of \$141,591,309. These are high-level estimates, and the company will continue to provide estimates to the agency as the project cost is developed during engineering, procurement and construction

This is a request for a vote on the offered resolution (attached) to accept said application for consideration of benefits and to authorize the scheduling of a public hearing.

Included with the resolution is a fiscal impact analysis that shows the project will, across all local taxing jurisdiction revenue streams, return a benefit of \$23 in fiscal payments to local taxing jurisdictions compared to \$1 of existing tax payments related to the involved properties prior to the project's implementation.

Final inducement is planned to occur in sequence with the approvals by the Elba Town Board, Oakfield Town Board, and Genesee County Legislature.

CEO Recommendation: Approval of application acceptance and authorization of a public hearing regarding the proposed IDA benefits offered.

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Project = Cider Solar - Fiscal Impact Analysis / Benefit Cost Analysis (BCA)
18-Aug-22

Total Tax Agreements Life of Project (PILOT+Host+Rez Utility Credit) @ \$/MW =

Proposed Assessed Value
\$ 5,072

I) PILOT Payments:

MW-ac: 500
Assess Value/MW \$ 352,800
Estimated Full Assessed Value - Project Level **\$ 176,400,000**
Project Life in Years (under contract) 30
Life of Project PILOT+Host Payments \$

II) Host Benefit Payments:

Life of Project Host Benefit Payment \$

III) Ag-Exemption Elimination Impact:

Estimated Increase in Assessed Value: **\$ 6,019,394**
Life of Project Increase in Property Tax \$:
Ag-Exemption elimination penalty (5 yrs. of above) 5
Life of Project Ag-Exemption Elimination Payments:

IV) Life of Project Increase in Property Tax type Revenues (I+II+III):

V) Life of Project Residential Utility Bill Credits (\$500/MW 10yrs.):

VI) Life of Project Fiscal Impact + Residential Utility Bill Credits (IV+V):

VII) Land Taxes prior to Project:

VIII) X Factor Fiscal Impact (ROI):

	County	School	Town	Total	Special District Tax (Fire)	Total All	GOVERNMENT
Life of Project PILOT+Host Payments \$	\$ 28,098,017	\$ 7,133,477	\$ 35,231,494	\$ 5,577,768	\$ 40,809,262		
Life of Project Host Benefit Payment \$	\$ 13,183,497	\$ 25,169,100	\$ 38,352,597	\$ 38,352,597			
Life of Project Ag-Exemption Elimination Payments:	\$ 1,654,129	\$ 3,524,957	\$ 874,016	\$ 6,053,103	\$ 190,333	\$ 6,243,436	
Ag-Exemption elimination penalty (5 yrs. of above)	\$ 275,650	\$ 587,405	\$ 145,640	\$ 1,008,695	\$ 33,345	\$ 1,042,040	
Life of Project Ag-Exemption Elimination Payments:	\$ 1,929,779	\$ 4,112,362	\$ 1,019,656	\$ 7,061,798	\$ 223,678	\$ 7,285,476	
Life of Project Increase in Property Tax type Revenues (I+II+III):	\$ 14,837,626	\$ 31,622,974	\$ 33,176,593	\$ 79,637,194	\$ 5,768,101	\$ 85,405,295	
Life of Project Residential Utility Bill Credits (\$500/MW 10yrs.):				\$ 2,500,000		\$ 2,500,000	
Life of Project Fiscal Impact + Residential Utility Bill Credits (IV+V):	\$ 14,837,626	\$ 31,622,974	\$ 33,176,593	\$ 82,137,194	\$ 5,768,101	\$ 87,905,295	
Land Taxes prior to Project:				\$ 3,700,813	\$ 123,991	\$ 3,824,804	
				memo: # acres (inside fence) 2455			
				memo: # acres 4650			
				22.2		23.0	

NOT PREPARED

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INITIAL RESOLUTION
(Hecate Energy Cider Solar LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Tuesday, November 1, 2022.

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

Resolution No. 11/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF HECATE ENERGY CIDER SOLAR LLC WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **HECATE ENERGY CIDER SOLAR LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain real property located in the Town of Elba and the Town of Oakfield, Genesee County, New York (the "Land", being more particularly described in Schedule A attached hereto); (ii) the planning, design, construction and operation of a 500MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (iii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement"), a PILOT Mortgage (the "PILOT Mortgage") and related documents, (iv) take a leasehold interest in the Land, the Improvements, the Equipment and the personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (v) provide Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Facility, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance").

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

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

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

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project; and

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

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

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

Section 2. The Agency is hereby authorized to conduct a public hearing in compliance with the Act.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION
(Hecate Energy Cider Solar LLC Project)

STATE OF NEW YORK)
COUNTY OF GENESEE) ss.:

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on November 1, 2022, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2022.

Secretary

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SCHEDULE A

Town of Elba	
Property Address	Tax Parcel Number
Graham Road	16.-1-7.21
Lockport Road	16.-1-9
Quaker Hill Road	16.-1-15.1
Lockport Road	16.-1-19.113
Lockport Road	16.-1-22
Lockport Road	16.-1-26.1
Lockport Road	16.-1-29.11
Lockport Road	16.-1-30.11
Lockport Road	16.-1-30.12
Snyder Road	16.-1-31.11
Graham Road	16.-1-35
Oak Orchard Road	17.-1-13.11
Barrville Road	17.-1-35
Quaker Hill Road	17.-1-77.2
Oak Orchard Road	17.-1-80.211
North Byron Road	17.-1-96.1
Maltby Road	19.-1-9
Weathermax Road	19.-1-55.111
Weathermax Road	19.-1-63.12
Lockport Road	16.-1-1.111
Lockport Road	16.-1-2.1
Oak Orchard Road	17.-1-88
Weathermax Road	19.-1-64.111
Oak Orchard Road	17.-1-2
Oak Orchard Road	17.-1-49.1
Oak Orchard Road	17.-1-73.21
Lockport Road	16.-1-18.11
Oak Orchard Road	17.-1-69
Ridge Road	13.-1-73
Oak Orchard Road	17.-1-46.11
Graham Road	16.-1-8.112
Oak Orchard Road	14.-1-39
Oak Orchard Road	14.-1-41
Lockport Road	16.-1-26.2
Quaker Hill Road	14.-1-42.1
Quaker Hill Road	17.-1-1.2
Quaker Hill Road	13.-1-99.11
Town of Oakfield	
Property Address	Tax Parcel Number
Lockport Road	12.-1-6.11
Lockport Road	12.-1-7

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Fisher Road	12.-1-11.2
Lockport Road	13.-1-8
Lockport Road	12.-1-65.11
Lockport Road	11.-1-32
Lockport Road	11.-1-34.21
Lockport Road	11.-1-34.22
Albion Road	11.-1-35.11
Lockport Road	12.-1-1.2
Fisher Road	12.-1-4.12
Lockport Road	12.-1-8
Lockport Road	12.-1-10.1
Fisher Road	12.-1-11.1
Fisher Road	12.-1-29.1
Lockport Road	12.-1-34.1
Fisher Road	12.-1-56
Lockport Road	12.-1-61.12
Lockport Road	12.-1-63
Fisher Road	13.-1-40
Lockport Road	12.-1-30
Lockport Road	11.-1-33.1
Lockport Road	12.-1-32.111
Lockport Road	12.-1-62.11
Fisher Road	12.-1-10.2
Lockport Road	12.-1-5.2 and 12.-1-42

DRAFT

**Genesee County Economic Development Center
September 2022 Dashboard
Balance Sheet - Accrual Basis**

	<u>9/30/22</u>	<u>8/31/22</u>	[Per Audit] <u>12/31/21</u>
ASSETS:			
Cash - Unrestricted	\$ 6,850,917	\$ 7,228,687	\$ 7,339,508
Cash - Restricted (A)(1)	9,659,149	9,619,579	11,674,315
Cash - Reserved (B)	793,962	793,788	792,739
Cash - Subtotal	17,304,028	17,642,054	19,806,562
Grants Receivable (2)	59,968	59,468	65,327
Accounts Receivable (3)	97,190	64,962	337,456
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	24,393	16,317	42,651
Loans Receivable - Current	56,758	55,739	52,489
Total Current Assets	17,545,169	17,841,372	20,307,317
Land Held for Dev. & Resale (5)	21,542,006	21,291,950	19,467,282
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	21,613,263	21,363,207	19,538,539
Less Accumulated Depreciation	(69,020)	(68,965)	(68,528)
Net Property, Plant & Equip.	21,544,243	21,294,242	19,470,011
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	152,581	157,408	195,885
Other Assets	152,581	157,408	195,885
TOTAL ASSETS	39,241,993	39,293,022	39,973,213
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (10)	597,836	597,836	597,836
Deferred Outflows of Resources	597,836	597,836	597,836
LIABILITIES:			
Accounts Payable (6)	4,416	4,240	548,813
Loan Payable - Genesee County - Current (7)	305,000	305,000	295,000
Accrued Expenses	62,564	50,366	29,545
Unearned Revenue (8)	9,450,169	9,400,208	10,993,355
Total Current Liabilities	9,822,149	9,759,814	11,866,713
Loans Payable - ESD (9)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (7)	2,825,000	2,825,000	3,130,000
Aggregate Net Pension Liability (10)	2,612	2,612	2,612
Total Noncurrent Liabilities	8,024,099	8,024,099	8,329,099
TOTAL LIABILITIES	17,846,248	17,783,913	20,195,812
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (10)	791,742	791,742	791,742
Deferred Inflows of Resources	791,742	791,742	791,742
NET ASSETS	\$ 21,201,839	\$ 21,315,203	\$ 19,583,495

Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD. Also included are funds received from the County per a Water Supply Agreement, to be put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. These funds are being used to pay for qualifying expenditures.

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2. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
3. Accounts Receivable - Econ. Dev. Program Support Grant, MedTech Centre Property Management, etc.
4. Prepaid Expense(s) - General Liability, Cyber, D&O, Life, long-term and short-term disability insurance, property insurance, health insurance and rent.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Payable - e3communications expenses, dental insurance and interest earned on imprest accounts that will be remitted to ESD.
7. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
8. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
9. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
10. Deferred Pension Outflows / Aggregate Net Pension Liability / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

(A) Restricted Cash = GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance.

(B) Reserved Cash = RLF #1 Funds (defederalized).

DRAFT

**Genesee County Economic Development Center
September 2022 Dashboard
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2022	2022
	9/30/22	9/30/21	2022	2021	Board Appr. Budget	YTD % of Budget
Operating Revenues:						
Genesee County	\$ 19,459	\$ 19,459	\$ 175,133	\$ 175,132	\$ 233,513	75%
Genesee County - WFD	2,083	-	18,749	-	-	N/A
Fees - Projects	500	46,875	382,093	470,875	411,500	93%
Fees - Services	7,099	6,961	63,892	62,650	85,192	75%
Interest Income on Loans	219	266	2,114	2,537	2,744	77%
Rent	-	3,900	16,393	16,806	21,071	78%
Common Area Fees - Parks	-	-	373	355	360	104%
Grants (1)	500	675,103	3,895,975	5,800,601	8,891,710	44%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	225,000	225,000	300,000	75%
GCFC Grant - Econ. Dev. Program Support	-	-	328,388	-	-	N/A
Land Sale Proceeds	-	-	67,500	-	-	N/A
BP ² Revenue	-	-	8,597	701	27,454	31%
Other Revenue	128	252	1,390	2,159	5,000	28%
Total Operating Revenues	54,988	777,816	5,185,597	6,756,816	9,978,544	52%
Operating Expenses:						
General & Admin	102,034	105,495	1,030,070	955,765	1,506,112	68%
Professional Services	4,578	1,500	54,304	29,619	108,500	50%
Site Maintenance/Repairs	447	1,252	4,024	4,406	39,500	10%
Property Taxes/Special District Fees	-	1,263	3,518	5,860	2,690	131%
PIF Expense	-	-	43,296	35,042	143,157	30%
Site Development Expense (2)	63,025	412,540	2,438,259	4,361,110	2,375,344	103%
Cost of Land Sales	-	-	5,775	-	-	N/A
Real Estate Development (3)	250,056	543,334	2,074,724	2,140,548	6,078,156	34%
Balance Sheet Absorption	(250,056)	(543,334)	(2,074,724)	(2,140,548)	-	N/A
Total Operating Expenses	170,084	522,050	3,579,246	5,391,802	10,253,459	35%
Operating Revenue (Expense)	(115,096)	255,766	1,606,351	1,365,014	(274,915)	
Non-Operating Revenue						
Other Interest Income	1,732	425	11,993	6,049	5,500	218%
Total Non-Operating Revenue	1,732	425	11,993	6,049	5,500	218%
Change in Net Assets	(113,364)	256,191	1,618,344	1,371,063	\$ (269,415)	
Net Assets - Beginning	21,315,203	12,990,627	19,583,495	11,875,755		
Net Assets - Ending	\$ 21,201,839	\$ 13,246,818	\$ 21,201,839	\$ 13,246,818		

Significant Events:

1. Grants - YTD includes \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; National Grid grant supports marketing and development activities for STAMP; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
2. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
3. Real Estate Development Costs - Includes STAMP development costs.

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**Genesee County Economic Development Center
September 2022 Dashboard
Statement of Cash Flows**

DRAFT

	September 2022	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 215,425
Fees - Projects	500	698,493
Fees - Services	-	42,595
Interest Income on Loans	180	1,893
Rent	-	18,802
Common Area Fees - Parks	-	373
Grants	50,000	2,356,326
BP ² Revenue	-	8,597
GGLDC Grant - Economic Development Program Support	-	150,000
GCFC Grant - Economic Development Program Support	-	328,388
Land Sale Proceeds - Net	-	61,725
Other Revenue	128	1,390
Repayment of Loans	3,808	39,035
General & Admin Expense	(97,986)	(998,077)
Professional Services	(4,578)	(65,121)
Site Maintenance/Repairs	(447)	(4,024)
Site Development	(63,025)	(2,577,184)
Property Taxes/Special District Fees	-	(3,518)
PIF Expense	-	(43,296)
Improv/Additions/Adj to Land Held for Development & Resale	(250,056)	(2,451,364)
Net Cash Used By Operating Activities	(339,934)	(2,219,542)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(295,000)
Net Cash Used By Noncapital Financing Activities	-	(295,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	1,908	12,008
Net Change in Cash	(338,026)	(2,502,534)
Cash - Beginning of Period	17,642,054	19,806,562
Cash - End of Period	\$ 17,304,028	\$ 17,304,028
RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue (Expense)	\$ (115,096)	\$ 1,606,351
Depreciation Expense	55	492
(Increase) Decrease in Operating Accounts/Grants Receivable	(32,728)	245,625
(Increase) Decrease in Prepaid Expenses	(8,076)	18,258
Decrease in Loans Receivable	3,808	39,035
Increase in Land Held for Development & Resale	(250,056)	(2,074,724)
Decrease in Operating Accounts Payable	-	(544,412)
Increase in Accrued Expenses	12,198	33,019
Increase (Decrease) in Unearned Revenue	49,961	(1,543,186)
Total Adjustments	(224,838)	(3,825,893)
Net Cash Used By Operating Activities	\$ (339,934)	\$ (2,219,542)

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GCEDC
Audit & Finance Committee Meeting Report
November, 2022

Batavia HOME Fund Agreement

Discussion: The Town and City of Batavia have approved the Batavia Home Fund Agreement. The agreement is that the GCEDC can utilize Host Benefit Agreements on housing projects (such as the one proposed at MedTech) to put money into the fund. The GCEDC would be the custodian of the funds, and any project would complete an application to request the money and there would be a three person committee (GCEDC, Town and City) that would review the applications and make approvals/disapprovals. The allowable uses of the funds are as follows:

- i. Extraordinary development costs related to hazardous material abatement, remediation, flood hazard areas, etc.
- ii. Demolition / rehabilitation of vacant residential structures that cause community and neighborhood blight.
- iii. Provide incentives to the conversion of rental properties to single family homes
- iv. Infrastructure modernization and improvements including all costs related to planning, design and constructing roadways, multi-modal, water, sewer, gas, electric, telecommunication enhancements, storm water management facilities and related green infrastructure including landscaping and streetscape improvements related to redevelopment projects.
- v. Expansion of sewer capacity at Waste Water Treatment Plant for Studies, Engineering, Construction and Expansion.
- vi. Matching funds to secure other grant resources to further capitalize redevelopment projects in the BOA area.
- vii. Land assemblage, property acquisition and due diligence for Agency Projects consistent with Section 2 of this Agreement.
- viii. Marketing expenses for existing programs such as 421-F, 485-R and Core Housing Owner Incentive Exemption (CHOICE).
- ix. Grants to support CHOICE program

Fund Commitment: None.

Committee Action Request: Recommend to the full Board to approve the Batavia Home Fund Agreement.

**BATAVIA HOME FUND (BHF)
AGREEMENT BY AND BETWEEN
THE CITY OF BATAVIA, NEW YORK, THE GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY, AND THE TOWN OF BATAVIA**

THIS AGREEMENT, made the _____ day of _____, 2022, by and between the CITY OF BATAVIA, a municipal corporation of the State of New York, having offices located at City Hall, One Batavia City Centre, Batavia, New York, (the “City”) and the TOWN OF BATAVIA, a municipal corporation of the State of New York, having offices at 3883 West Main Street Road, Batavia, New York and the GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, a public benefit corporation duly existing under the laws of the State of New York, having offices located at 99 MedTech Drive, Suite 106, Batavia, New York (the “Agency”), (collectively, with the City, the Town, and the Agency, the “Parties”).

WITNESSETH:

WHEREAS, the Parties are willing to facilitate the remediation, rehabilitation and redevelopment of market rate housing and single family homes in the City, for residential use in order to promote and provide for new home construction and the rehabilitation and conversion of residential rental to single family homes, improved real estate conditions, expand the tax base, and improve neighborhood vitality; and

WHEREAS, in 2018 Genesee County hired LaBella Associates to complete a county wide housing study which identified the need for an additional 4,800 new housing units in the next 20 years; and

WHEREAS, new housing projects and the conversion of rental properties to single family homes are encouraged to dramatically improve the area including but not limited to the remediation and redevelopment of contaminated property, elimination of blighting influence on the City's housing area and desire to cause an increase in property values that will continue revitalization of downtown and support neighborhood stabilization; and

WHEREAS, the extraordinary expenses incurred for extension of infrastructure and increase to capacities pose an inhibiting threat to and prevent such housing projects from developing; therefore, public-private partnerships are necessary to motivate owners, investors and developers (hereafter referred to as "Project Investors") to begin new housing projects within the City that will improve conditions; and

WHEREAS, the Parties agree that focusing on redevelopment and new construction of the City's housing stock will result in elimination of blight, increase tax base, improve community conditions and cause overall positive economic benefit for the surrounding community; and

WHEREAS, through collective partnership and cooperation, the Parties are entering into this agreement to leverage Host Benefit Agreements (as hereinafter defined) from housing developers to capitalize a certain housing and infrastructure improvement fund to be utilized for the undertaking of Project related infrastructure improvements and housing program related expenditures. These expenditures may include extraordinary development costs related to hazardous material abatement, remediation, flood hazard areas, demolition/rehabilitation of vacant residential structures that cause community and neighborhood blight. It may also include infrastructure modernization and improvements including all costs related to plan, design and

construct streets, sidewalks, multi-modal, water, sewer, gas, electric, telecommunication enhancements, storm water management, and related green infrastructure including landscaping and streetscape improvements related to housing projects. Other eligible uses of funds could be for the expansion of sewer capacity at Waste Water Treatment Plant for Studies, Engineering, Construction and Expansion, matching funds to secure other grant resources to further capitalize redevelopment projects and home rehabilitation, land assemblage, property acquisition and due diligence for projects, marketing expenses for existing programs such as 421-F, 485-R and Core Housing Owner Incentive Exemption (CHOICE), Grants to support CHOICE program, (the “Infrastructure Improvements”); and

WHEREAS, In furtherance of the anticipated significant positive financial impacts within the City associated with a Project’s Infrastructure Improvements as related to the City’s Neighborhood Revitalization Strategy in: (i) creating new housing stock in the City, (ii) rehabilitating vacant and blighted buildings and properties, (iii) converting rental properties to single family homes within the City, and (iv) increasing property values and property tax revenue, and in recognition that City Housing Projects often have extraordinary expenses, the Host Benefit Agreements will be required to generate funds to be utilized by the Agency to pay for or reimburse costs incurred for Infrastructure Improvements, by and between the Agency and the proprietor of a Project, as described herein; and

WHEREAS, this is a local program in the City of Batavia to focus solely on new housing projects and the conversion of rental properties to single family homes; and

WHEREAS, nothing shall preclude the Town from entering into project mitigation financial Agreements with a Town developer that requires payments to the Town outside of and

above and beyond those required by this Agreement.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants and agreements contained herein the Parties hereby agree as follows:

1. Batavia Home Fund (BHF)

- a) The Parties agree to create the Batavia Home Fund (hereinafter referred to as “BHF”) to be capitalized by Host Benefit Agreements on all Agency induced housing Projects that utilize Agency benefits within the City and Town of Batavia.\
- b) Other Housing Projects (e.g. single family home development), that may not utilize Agency benefits, but could contribute to the fund by either the Town or City may do so on a case by case basis.
- c) The City may contribute funds from GCEDC induced housing projects and sale of property that meets the requirements of this agreement on a case by case basis.
- d) The Town may contribute funds from GCEDC induced housing projects and sale of property that meets the requirements of this agreement on a case by case basis.
- e) The BHF funds will be used for Infrastructure Improvements as described above and as further defined in Section 4, below, for future economic and brownfield redevelopment investments targeted within the City for new housing projects and the conversion of residential rental to single family homes.

2. Project Eligibility

- a) All Housing Projects within the City and Town that are on or after October 1, 2022 will enter into a Host Benefit Agreement with the Agency to be deposited into the BHF

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Fund.

- b) The Parties agree that BHF Funds may only be utilized for a Housing Project that:
- i. Is located, in its entirety, within the City, or one project that is on City property that also carries over to Town property,
 - ii. Has obtained approval from the Housing Oversight Committee (“Committee”) that will have a representative from the Town of Batavia, the City of Batavia and the Agency.
 1. The City representative will be the City Manager or his or her designee.
 2. The Town representative will be a member of the Town of Batavia Board or an appointee as designated by the board.
 3. The Agency representative will be the Senior VP of Operations
- (c) Application. The Project Investor shall prepare an application to the Committee including such information to enable the Committee to determine if anticipated Project related infrastructure improvement expenditures are consistent with BHF Fund purposes.
- (d) Information with regard to Project Infrastructure Improvements as included within the BHF investment recommendation provided by the Committee to the Agency within the “Application” will be included, as determined necessary by the Agency.
- (e) As administrator of the BHF Fund account, the Agency will confirm that sufficient BHF funds are available to honor the proposed Project commitment, however, any such Project commitment shall be non-recourse to the Agency.

- (f) Upon BHF investment funding approval by the Committee made with respect to a Project, the amount of BHF funds committed to such a Project shall be referenced in and be made part of an appropriate agreement entered into by and between the Project Investor and the Agency which shall define the exact amount of funds committed to the project and for what purpose.
- (g) The Committee reserves the right and discretion to approve or disapprove any Agency led project requesting BHF funds.

3. Payment and Management of Funds

- a) The Host Benefit Agreement payments associated with Projects on or after October 1, 2022, within the existing boundaries of the City or Town, be remitted to the Agency and be deposited into the BHF Fund to be utilized by the Agency to pay for Infrastructure Improvements.
- b) BHF will be used for Project related Infrastructure Improvements within the City of Batavia as defined in Section 4 below.
- c) The Agency hereby agrees to accept all future Host Benefit Agreements as described herein and to deposit such payments into the BHF Fund account.
- d) The Agency agrees to maintain all BHF funds in accordance with Generally Accepted Accounted Principles (GAAP), Sections 10 and 11 of GML and Section 2925 of New York Public Authorities Law.

4. Use of Funds

- a) The Parties agree and acknowledge that Host Benefit Agreements submitted to the

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Agency as described herein are to provide funds to capitalize the BHF Fund, said funds to only be utilized for Project related Infrastructure Improvements, within the City, including, but not limited to:

- i. Extraordinary development costs related to hazardous material abatement, remediation, flood hazard areas, etc.
- ii. Demolition / rehabilitation of vacant residential structures that cause community and neighborhood blight.
- iii. Infrastructure modernization and improvements including all costs related to planning, design and constructing roadways, multi-modal, water, sewer, gas, electric, telecommunication enhancements, storm water management facilities and related green infrastructure including landscaping and streetscape improvements related to redevelopment projects.
- iv. Expansion of sewer capacity at Waste Water Treatment Plant for Studies, Engineering, Construction and Expansion.
- v. Matching funds to secure other grant resources to further capitalize redevelopment projects in the BOA area.
- vi. Land assemblage, property acquisition and due diligence for Agency Projects consistent with Section 2 of this Agreement.
- vii. Marketing expenses for existing programs such as 421-F, 485-R and Core Housing Owner Incentive Exemption (CHOICE).

viii. Grants to support CHOICE program

5. Internal Controls

- a) Milestones and related reimbursement schedule shall be agreed upon by the Agency, Committee and Project Investor as outlined in the “Application” prior to Agency presentation and consideration of the project.
- b) For projects undertaken directly by the Agency, as opposed to a Project Investor, an “Application” shall also be required outlining project milestones and funding/reimbursement schedule.
- c) As part of the project application to the Committee by the Project Investor, the Agency will confirm that the BHF Fund is adequately capitalized to support the proposed project. A cash flow statement demonstrating the existing BHF funds and future cash flow, taking into consideration existing commitments as well as the proposed project, will be provided by the Agency as part of Committee approval process. At no time will a proposed project receive approval which overcommits the capitalization of the BHF Fund.
- d) No BHF Fund reimbursements are allowed for expenses incurred prior to project approval by the Committee.
- e) Reimbursement of project expenses from the BHF Fund shall be dispersed following the agreed upon reimbursement schedule and milestones as defined in the “Application” and any related agreement for such Project.

6. Consent

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- a) The City, the Town, and the Agency hereby irrevocably (a) consent to the terms of this agreement, (b) direct and authorize payments made to the Agency pursuant to the terms of the Host Benefit Agreement as affected by this Agreement.

7. Annual Reporting

- a) The Agency will provide all parties to this Agreement with an annual report on the fiduciary condition and transactions of the BHF Fund for the prior year's fund performance no later than 120 days following the close of the Agency's fiscal year.
- b) The Agency will continue to comply with the Public Authorities Law requirements.

8. Indemnification

- a) Each party to this Agreement represents that this Agreement is an enforceable obligation of such party, and indemnifies and holds the other parties to this Agreement harmless against any loss, costs, expense (including reasonable attorney's fees and expenses) and any liability, claim, action or proceeding, arising from any assertion that this Agreement is not the enforceable obligation of such party. If said damage or injury is caused by or is due to the specific negligence attributable solely to the City, Town, and Agency, as the case may be, all other parties shall be held harmless.

9. Term of Agreement

- a) The term of this Agreement shall be October 1, 2022 through September 30, 2032.

10. Cancellation or Renewal of Agreement

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- a) Non-Renewal: Any party shall notify all others at least one hundred and twenty (120) days prior to the expiration of this agreement of its intention not to renew.
- b) Termination: Any party shall have the authority to terminate their participation in this agreement upon one hundred and twenty (120) days written notice to all other parties by providing reason for so doing with the effective date of the notifying parties termination of participation in this agreement being January 1st of the ensuing year providing notice requirements have been met.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers the day and year first above-written.

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CITY OF BATAVIA

(SEAL)

By: Eugene Jankowski, Jr.
Eugene Jankowski, Jr.
BATAVIA CITY COUNCIL PRESIDENT

TOWN OF BATAVIA

(SEAL)

By: Daniel G. Underhill
~~Gregory Post~~ Daniel G. Underhill
TOWN OF BATAVIA TOWN SUPERVISOR
Deputy

**GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY d/b/a GENESEE
COUNTY ECONOMIC DEVELOPMENT
CENTER**

(SEAL)

By: _____
Peter Zeliff
CHAIRMAN, GENESEE COUNTY
ECONOMIC DEVELOPMENT CENTER

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STATE OF NEW YORK)
) ss:
COUNTY OF GENESEE)

On _____, 2022, before me personally came Eugene Jankowski, Jr. to me known, who being by me duly sworn did depose and say that he is the Batavia City Council President of the City of Batavia, New York, the municipal corporation described in foregoing, and acknowledged that he executed the same by order of such corporation.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF GENESEE)

On October 19, 2022, before me personally came ^{Daniel G. Underhill} ~~Gregory Post~~ to me known, who being by me duly sworn did depose and say that he is the ^{Deputy} Supervisor of the Town of Batavia, New York, the municipal corporation described in foregoing, and acknowledged that he executed the same by order of such corporation.

Teressa M. Morasco

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF GENESEE)

TERESSA M. MORASCO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MO6065614
Qualified in Genesee County
Commission Expires October 22, 2025

On _____, 2022, before me personally came Peter Zeliff to me known, who being by me duly sworn did depose and say that he is the Chairman of the Genesee County Industrial Development Agency in Batavia, New York, a public benefit corporation described in foregoing, and acknowledged that he executed the same by order of such corporation.

Notary Public

RECEIVED

OCT 17 2022

10/22/22

October 12, 2022

Steve Hyde
Genesee County EDC
99 MedTech Drive, Suite 1
Batavia, NY 14020

Dear Steve,

Leslie; This is a bit unusual but given the immediate level of support we have been receiving from GRE both in the political advocacy realm and the sales/business attraction realm - I recommend approval

Thank you for your support of Greater Rochester Enterprise work to support business growth in the Greater Rochester, NY area. Your investment is making a real difference throughout the entire nine-county region.

the strong year we are having

To date in 2022, GRE has announced 34 project wins representing more than \$433 million in new capital investments, the creation of 2,899 new jobs, and the retention of 1,345 jobs in the Greater Rochester, NY region. This success includes companies such as Corning Advanced Optics, Fast Tracking Solutions, Ionomr, La Fermière, Ocean Insights, Optimax, Owl Autonomous Imaging, and Tessy Plastics Corp.

friendly process this regu for approval with +

GRE has occupied its current office space for almost 20 years due to generous support from Benderson Development and many other investors.

GCEDC Thanks, Steve H

During the September 22, 2022, GRE Board of Directors meeting, the GRE Finance committee recommended an assessment to support much needed office upgrades. These upgrades include structural improvements to support a growing team, new video equipment, new carpet, paint, and boardroom furniture totally approximately \$108,000.

The GRE Board discussed the proposal and unanimously approved an assessment for each GRE level board investor to support the improvements equating to \$4,000 for your organization. This letter is attached to your organization's invoice for GRE office upgrades.

We greatly appreciate your support and will continue to be good stewards of your investment in GRE and the work we do to support business growth throughout the region.

Please feel free call me at 585.530.6208 with any questions.

Thank you,

Matt Hurlbutt
President and CEO

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RECEIVED

OCT 17 2022



INVOICE

Greater Rochester Enterprise, Inc.
100 Chestnut Street
Suite 1910
Rochester, NY 14604

October 12, 2022
INVOICE # 202
Due Date: November 12, 2022

Steve Hyde
Genesee County EDC
99 MedTech Drive, Suite 1
Batavia, NY 14020
585-343-4866
Customer ID#: C0095

Description		Amount Due
Additional contribution to support GRE office upgrade expenses		\$4,000
Make all checks payable to Greater Rochester Enterprise, Inc.	Total	\$4,000

Greater Rochester Enterprise Foundation, Inc.
100 Chestnut Street
Suite 1910
Rochester, NY 14604

Contributor ID: C0095
Invoice #: 202

Total Due: \$4,000

Amount Enclosed:

Bill to:
Steve Hyde
Genesee County EDC
99 MedTech Drive, Suite 1
Batavia, NY 10420

Remit to:
Greater Rochester Enterprise, Inc.
100 Chestnut Street
Suite 1910
Rochester, NY 14604

October 12, 2022

Terms: NET 30

Due Date: November 12, 2022

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NYISO deposit and letter to submit an interconnection request

Discussion: In 2017 the GCEDC applied to the NYSIO with an interconnection request to draw down 500 mW from the 345 kV lines to the north of the STAMP site. Upon completion of the Systems Impact Study (SIS) and the facility study, the NYISO determined that the GCEDC could draw down 300 mW without having to pay for any improvement to the overall electrical grid. Upon conversations with NYPA, if the GCEDC would like to draw down 500 mW we need to submit another interconnection request to get in the interconnection queue. This is a four step process:

Step 1: The GCEDC submits an interconnection request. The project description is to increase the load at the STAMP location. NYPA believes that there is a deposit required of \$5,000.

Step 2: NYISO holds a meeting with all affected parties to confirm the request as well as to discuss the scope.

Step 3: System Impact Reliability Study. NYISO performs this study and provides recommendations for any needed upgrade.

Step 4: Facility Study: The transmission Owner develops detailed scope and cost estimate for the scope. After this point, the project can be considered firm if you decide to move forward.

Potential future costs: The total cost of the SRIS may be between \$30,000 to \$100,000, depending on the scope. They require a \$150,000 deposit but you pay the actual study cost.

Fund Commitment: \$5,000.

Committee Action Request: Recommend approval of submitting an interconnection request with the required deposit.

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