

**Genesee County Economic Development Center
Meeting Agenda**

Thursday, March 25, 2021

Location: Electronically

PAGE #

- 1.0 Call to Order 4:00pm**
Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Board Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.
Presentation – Excelsior Solar – Keddy Chandran 4:00pm
- 1.1 Enter Executive Session 4:20pm**
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.
- 1.2 Enter Public Session 4:40pm**
- 2.0 Chairperson's Report & Activities 4:40pm**
- 2.1 Upcoming Meetings: 4:40pm**
Next Scheduled Board Meeting: Thursday, May 6th at 4:00 p.m.
GLS State of Site Selection & the STAMP Mega Site Webinar: Wednesday, April 7 at 11:30 a.m.
Audit & Finance Committee Meeting: Tuesday, May 4th at 8:30 a.m.
STAMP Committee Meeting: Tuesday, May 4th at 10:30 a.m.
Governance & Nominating Committee Meeting: Thursday, May 6 at 3 p.m.
- 2.2 Agenda Additions / Deletions / Other Business **Vote**
- 2.3 Minutes: March 4, 2021 **Vote**
- 3.0 Report of Management – 4:45pm**
- 3.1 Excelsior Solar – Initial Resolution **Vote – S. Hyde**
- 3.2 SL Pembroke, LLC #1 – Final Resolution **Vote – C. Suozzi**
- 3.3 SL Pembroke, LLC #2 – Final Resolution **Vote – C. Suozzi**
- 3.4 Plug Power Inc. – Final Resolution **Vote – C. Suozzi**
- 3.5 Batavia Special Needs Apartments – Initial Resolution **Vote – C. Suozzi**
- 4.0 Audit & Finance Committee – M. Gray 5:00pm**
- 4.1 12/31/20 Audit **Vote**
- 5.0 Governance & Nominating Committee – C. Yunker 5:10pm**
- 5.1 Nothing at this time.**
- 6.0 STAMP Committee – P. Zeliff 5:10pm**
- 6.1 Award of Contract for Force Main Part A and Part B **Vote**
- 6.2 CPL Contract for Construction Inspection of Force Main **Vote**
- 6.3 CPL Contract for Final Engineering, Bidding & Construction Inspection for Roadway & Water Main Extension **Vote**
- 6.4 Partner Fee Agreement Renewal (Gary Homonai) **Vote**
- 7.0 Employment & Compensation Committee – T. Bender 5:20pm**
- 7.1 Nothing at this time.**
- 8.0 Housing Committee – P. Battaglia 5:20pm**
- 8.1 Nothing at this time.**
- 9.0 Other Business 5:20pm**
- 9.1 Nothing at this time.**
- 10.0 Adjournment 5:20pm**

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**GCEDC Board Meeting
Thursday, March 4, 2021
Location: Electronically
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: C. Yunker, T. Bender, C. Klotzbach, P. Battaglia, P. Zelif, A. Vanderhoof, M. Gray
Staff: L. Farrell, M. Masse, L. Casey, J. Krencik, S. Hyde, C. Suozzi, P. Kennett
Guests: D. Cunningham (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), M. Wiater (GGLDC Board Member), R. Gaenzle (Harris Beach), T. Felton (GGLDC Board Member), M. Landers (County Manager), B. Brophy (VP of Project Development for Plug Power)
Absent:

1.0 Call to Order

P. Zelif called the meeting to order at 4:02 p.m. via conference call / video conference.

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.

Presentation – B. Brophy, VP of Project Development for Plug Power, provided an overview of the company and project. The company is proposing a \$232 million project at the Western New York Science & Technology Advanced Manufacturing Park in the town of Alabama.

The operation will produce green hydrogen using an electrolysis process of water utilizing clean hydropower. The production facility will produce approximately 45 metric tons of liquid hydrogen that produces no pollution and creates essentially no waste. The hydrogen is sold to customers to replace fossil fuels in on-road applications such as heavy-duty freight and forklifts.

In addition, the company is investing \$55,000,000 for the electric 345/115 KV substation in partnership with NYPA/National Grid, which will enable future tenants’ access to this 100% renewable energy power source.

The project anticipates adding 68 full-time jobs at an average salary of around \$70,000 plus benefits.

B. Brophy left the meeting at 4:35.

1.1 Enter Executive Session

A. Vanderhoof made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:36 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.

The motion was seconded by P. Battaglia and approved by all members present.

1.2 Enter Public Session

C. Klotzbach made a motion to enter back into public session at 4:55 p.m., seconded by A. Vanderhoof and approved by all members present.

2.0 Chairman’s Report & Activities

2.1 Upcoming Meetings:

- Next Scheduled Board Meeting: Thursday, March 25th at 4:00 p.m.**
- STAMP Committee Meeting: Tuesday, March 23rd at 10:30 a.m.
- Audit & Finance Committee Meeting: Tuesday, March 25th at 3:00 p.m.
- CANCELLED: Annual Meeting: Friday, March 5th at 12:00 p.m.

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

2.3 Minutes: January 27, 2021 & February 4, 2021

C. Klotzbach made a motion to approve the January 27, 2021 & February 4, 2021 minutes as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 Stakeholder Presentation – GLS Site Selectors Global Location Strategies (GLS), led by President and Founding Principal Didi Caldwell, and the GCEDC will present a "State of Site Selection & the STAMP Mega Site" to a targeted group of GCEDC and STAMP Stakeholders at 11:30 am on Wednesday, April 7.

This event is the capstone to a project by GLS to review the site readiness, marketing, industry targets and site competitiveness of STAMP and will include an overview of the state of site selection followed by findings from the review of STAMP.

This event is organized as a Zoom webinar, with our presenters given more control of the 'room' while welcoming in a larger number of listeners. We will be inviting guests from across our community and state, along with sales and marketing partners, to join us at the event.

3.2 LandPro Equipment LLC – Final Resolution - LandPro Equipment LLC will acquire and develop a 14-acre parcel in the town of Batavia, including the construction of a 50,000 square-foot facility for a full-

service John Deere Agriculture and Turf Dealership. 95% of the facility will be used for parts, service, and training, with 5% used for retail.

The company pledges to create 5 new jobs and retain 62 existing jobs as part of the \$9.2 million project. The facility will service a customer base within a 50-mile radius of Batavia, NY and expand workforce training programs for the benefit of the company and Genesee County's workforce.

The project will produce an estimated \$6.3 million in regional and state benefits, including \$3.1 million in estimated temporary (construction) and ongoing payroll including 5 new jobs of \$1.75 million and \$270,000 in property tax revenue.

The company has requested property, sales and mortgage tax abatements totaling \$906,000.

A virtual public hearing regarding the proposed incentives for the project was held on February 24, 2021. No written or oral comments were received.

See the Statement of Compliance of Project Criteria Listed in the Uniform Tax Exemption Policy (UTEF), attached to the minutes for additional Project details.

Resolution No. 03/2021 - 01

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 FEBRUARY 24, 2021, WITH RESPECT TO THE LANDPRO EQUIPMENT LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING 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 PROJECT, (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT, AND (C) A MORTGAGE RECORDING TAX EXEMPTION AS PERMITTED BY LAW; AND (v) 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.

T. Bender made a motion to accept final resolution #03/2021-01, authorizing incentives as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

3.3 SL Pembroke, LLC #1 - Initial Resolution - The company is planning a community solar farm project in the town of Pembroke. The project is a 4MW AC solar generation system that will be interconnected with National Grid.

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 will contribute \$5,500/MWAC + a 2% annual escalator, with the 4 MW AC solar farm generating in excess of \$380,000 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 offer customers a 10% discount vs average market rates for the generated power.

In addition to these benefits, the project is supporting the continued viability of the agricultural economy in Genesee County.

Resolution No. 03/2021 -02

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

P. Battaglia made a motion to accept initial resolution #03/2021-02, authorizing the scheduling of a public hearing; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

3.4 SL Pembroke, LLC #2 - Initial Resolution - The company is planning a community solar farm project in the town of Pembroke. The project is a 5MW AC solar generation system that will be interconnected with National Grid.

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 will contribute \$5,500/MWAC + a 2% annual escalator, with the 5 MW AC solar farm generating in excess of \$475,000 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 offer customers a 10% discount vs average market rates for the generated power.

In addition to these benefits, the project is supporting the continued viability of the agricultural economy in Genesee County.

Resolution No. 03/2021 - 03

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

T. Bender made a motion to accept initial resolution #03/2021-03, authorizing the scheduling of a public hearing; the motion was seconded by C. Yunker. Roll call resulted as follows:

- | | | | |
|-----------------|-----|-------------|-----|
| P. Battaglia - | Yes | C. Yunker - | Yes |
| T. Bender - | Yes | P. Zeff - | Yes |
| C. Klotzbach - | Yes | M. Gray - | Yes |
| A. Vanderhoof - | Yes | | |

The item was approved as presented.

3.5 Forefront Power, LLC – Initial Resolution - The company is planning a community solar farm project in the Town of Elba. The project is a 5 (AC) MW solar generation system that will be interconnected with National Grid.

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 will contribute \$6,000/MWAC + a 2% annual escalator, with the 5 MWAC solar farm generating in excess of \$518,000 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 offer customers a 10% discount vs average market rates for the generated power.

In addition to these benefits, the project is supporting the continued viability of the agricultural economy in Genesee County.

Resolution No. 03/2021 - 04

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION 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.

C. Yunker made a motion to accept initial resolution #03/2021-04, authorizing the scheduling of a public hearing; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

3.6 Plug Power Inc. – Initial Resolution - The company is proposing a \$232 million project at the Western New York Science & Technology Advanced Manufacturing Park in the town of Alabama.

The operation will produce green hydrogen using an electrolysis process of water utilizing clean hydropower. The production facility will produce approximately 45 metric tons of liquid hydrogen that produces no pollution and creates essentially no waste. The hydrogen is sold to customers to replace fossil fuels in on-road applications such as heavy-duty freight and forklifts.

In addition, the company is investing \$55,000,000 for the electric 345/115 KV substation in partnership with NYPA/National Grid, which will enable future tenants' access to this 100% renewable energy power source.

The project anticipates adding 68 full-time jobs at an average salary of around \$70,000 plus benefits.

Resolution No. 03/2021 - 05

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

P. Battaglia made a motion to accept initial resolution #03/2021-05, authorizing the scheduling of a public hearing; the motion was seconded by C. Klotzbach. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

4.0 Audit & Finance Committee

4.1 Investment Report - The Investment Report summarizes the GCEDC's bank balances, general ledger balances and interest income at 12/31/20. The report will be submitted into PARIS and posted on the website.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the Investment Report as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

4.2 Procurement Report– Public authorities are required to report all procurement transactions active during the reporting period that have an actual or estimated value of \$5,000 or more. This report will be submitted into the PARIS system and posted on the website.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the Procurement Report as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

4.3 Pyramid Brokerage Agreement for Apple Tree Acres – The Committee asked J. Maurer (Pyramid Brokerage) to consider an amendment to the terms of the exclusive agreement that was included in the Committee and Board packets. If a lead for the property (Tax ID# 13-1-59.211) is generated by the GCEDC that is brought to fruition by Pyramid Brokerage, the company will receive a broker fee / commission of 6% as opposed to 10%.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the Pyramid Brokerage Agreement for Apple Tree Acres pending the revision to the agreement discussed above; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

4.4. Park Strategies Contract - The GCEDC government relations contract with Fred Hiffa and Megan Osika from Park Strategies provides the GCEDC with lobbying services on a variety of issues critical to growing economic development in Genesee County. Park Strategies has been effective in helping to advance the mission of the WNY STAMP site with state level stakeholders, as well as assisting the agency access funding opportunities for site infrastructure. Park Strategies works directly with the GCEDC to formulate strategies that maximize our efforts to build-out WNY STAMP, and to attract major investment to the site. Park Strategies also ensures that the WNY STAMP project remains at the top of mind with New York State Legislators, as well as with our Federal representatives in the US Congress and the US Senate. Other services provided by Park Strategies include monitoring of legislation and the

New York State budget bills, research and reporting on bill status and activity, advocacy and weekly update calls with the GCEDC.

The contract's cost was anticipated and contained in the 2021 budget.

The Committee recommended approval of a renewal of services for the April 1, 2021 – March 31, 2022 period at \$1,500 per month (\$18,000 annually).

P. Zeliff made a motion to approve the renewal of the Park Strategies contract for lobbying services in the amount of \$18,000; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Local Labor Policy – Facilities construction of more than \$5 million in capital investment is subject to the GCEDC’s Local Labor Policy. Staff has discussed whether “facilities” is applicable to solar projects. There is a wide range of capital investment for varying sized solar projects. Staff recommends that solar projects should not fall under the \$5 million facilities description. Rather, solar projects that are greater than 5 MW (AC) would be subject to the Local Labor Policy. Most of the community solar projects are between 2-5 MW (AC). The Local Labor Policy will also include language that states “The GCEDC may require an outside consultant of their choosing be hired by the Project to assist in reviewing any waiver requests that may be submitted.”

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the revised Local Labor Policy as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

6.0 STAMP Committee – P. Zeliff

6.1 Lewiston Road Purchase Resolution – During the course of finalizing the design and engineering of the 6 mgd water coming to the STAMP site from Niagara County, the hydraulic analysis stated that a pump station would be needed to keep the water moving at a sufficient pressure and that pump station would need to be located near the Genesee/Niagara County line. When analyzing the properties in the area, there was a very limited number of options as a lot of the land in that area is owned by the USFWS or NYSDEC, which would take years to secure and become costly for any potential wetland impacts. It was noticed that there was one residence, 805 Lewiston Road, that was currently listed for sale on Zillow.

The list price was \$69,900. The GCEDC made an offer of \$52,500. The owner countered with \$57,500 which is what staff is seeking approval on today. The house is currently vacant.

Fund commitment: \$57,500 (plus or minus any closing adjustments) for the acquisition to be covered under the \$33 million. The not to exceed amount of \$7,250 for closing costs and legal fees is listed in the authorizing resolution.

This was recommended for approval by the Committee.

Resolution No. 03/2021 - 06

RESOLUTION (i) TAKING OFFICIAL ACTION TOWARD AND APPROVING THE ACQUISITION FOR ECONOMIC DEVELOPMENT PURPOSES OF THE REAL PROPERTY WITH THE TAX MAP PARCEL NO. 6.-1-8.12 AND ANY IMPROVEMENTS THEREON LOCATED IN GENESEE COUNTY, NEW YORK AND LOCATED AT 805 LEWISTON ROAD, ALABAMA, NEW YORK (THE "PROPERTY"), (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT AND RELATED DOCUMENTS WITH RESPECT TO THE ACQUISITION OF THE PROPERTY ("CONTRACT"), (iii) AUTHORIZING THE EXPENDITURE OF THE NECESSARY FUNDS OF THE AGENCY WITH RESPECT TO THE ACQUISITION OF THE PROPERTY, AND (iv) AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION THEREWITH.

P. Zeliff made a motion to approve the purchase of 805 Lewiston Road for STAMP for \$57,500 plus any closing adjustments and legal fees not to exceed \$7,250 associated with the purchase; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

6.2 PSA Project Gateway Resolution – The GCEDC has received a Purchase and Sale Agreement from a potential project to acquire approximately 29.884 acres for tax parcel 10.-1-41 and part of 10.-1-42 for \$2,091,880 as well as a right of first refusal on 26.764 acres of tax parcel 10.-1-43.12.

Fund commitment: Legal fees to Harris Beach not to exceed \$25,000 based on time and billing for the transaction.

This was recommended for approval by the Committee.

Resolution No. 03/2021 – 07

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPEMNT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AUTHORIZING (i) THE SALE OF CERTAIN AGENCY OWNED REAL PROPERTY TO PLUG POWER INC., OR ITS PERMITTED ASSIGNS (ii) THE EXECUTION OF A PURCHASE AND SALE AGREEMENT, AND (iii) A DEED, AND RELATED DOCUMENTS IN

CONNECTION WITH THE CLOSING OF THE PURCHASE AND SALE OF
THE REAL PROPERTY.

P. Zeliff made a motion to approve the Resolution #03/2021-07 as presented; the motion was seconded by C. Klotzbach. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

6.3 Phillips Lytle Contract - The GCEDC Board at the meeting on February 4th, 2021 approved an increase in our professional services legal engagement with Phillips Lytle as described below. **As an update**, we have proceeded with active engagement as approved. However, as a point of clarification, at this juncture, the effort being expended is more related to negotiations assistance and the formulation of a "STAMP Main Substation Development Agreement" among four involved parties and their responsibilities as it relates to the ownership, operations and maintenance, funding and engineering, procurement and construction of the substation supporting its implementation (within the framework as described below). The legal effort supporting detailed regulatory engagement of the PSC is being de-emphasized at this time.

From 2/4/21 Board Meeting Packet: 6.1 STAMP Main Substation – Phillips Lytle proposal (professional services – see attached): This proposal from Phillips Lytle is to provide legal, regulatory, and overall planning support from their energy law and consulting practice at Phillips Lytle. This is to foster completion of the design and engineering of the STAMP Main substation and related interconnection studies as well as to advance necessary ownership, operations and maintenance, regulatory and pricing models to enable the bidding, construction and operations of the 345kV to 115kV main substation at STAMP. Cost: not to exceed \$40,000.

No action was taken. For informational purposes only, S. Hyde clarified services that are being provided through this contract. This contract was previously approved at the February 4, 2021 Board meeting.

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

10.0 Adjournment

As there was no further business, P. Battaglia made a motion to adjourn at 5:22 p.m., which was seconded by M. Wiater and passed unanimously.

Excelsior Energy Center LLC - Excelsior Solar Project

Memo to the GCEDC Board of Directors

S. G. Hyde, President and CEO

March 25, 2021

- 3.1 Excelsior Solar Project – We have received the initial application for IDA incentives from the Excelsior Energy Center LLC, a wholly owned, indirect subsidiary of NextEra Energy Inc. for IDA benefits as it relates to the 280MW Utility Scale Solar Excelsior Energy Center project to be constructed and located on some 1.616 acres (fenced area) in the Town of Byron, Genesee County.

This significant scale renewable energy (solar generation/storage) project, with a total capital investment noted of approximately \$345.55M, is seeking to implement a series of tax agreements utilizing an IDA PILOT and Host benefit agreement structure as suggested by NYSERDA guidance with a negotiated tax payment rate of \$6,500/MW with a 2% annual escalator.

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.

Further information as it relates to the project including details as it relates to the estimated \$32,786,600 in incentives offered over the 20-year project horizon along with the economic impact analysis will be shared in advance of the board's final consideration to induce benefits to the project including a PILOT, Sales and potentially a Mortgage Tax Exemption. Final inducement will occur once the Article 10 process affirmatively issues a certificate of environmental compatibility and public need from the New York State Board on electric Generation Siting and the Environment in lieu of negative declaration required via the SEQRA process.

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

INITIAL RESOLUTION
(Excelsior Energy Center, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 25, 2021.

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

Resolution No. 03/2021 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION 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, **EXCELSIOR ENERGY CENTER, 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 fee title to or a leasehold interest in certain parcels of real property located in the Town of Byron, Genesee County, New York (the "Land", being more particularly described as a portion of certain tax parcels more fully identified on Schedule 1 attached hereto, as may be subdivided and/or modified from time to time); (ii) the planning, design, construction and operation of a 280MWac PV solar electrical generation system and a 20MWac/4-hour duration energy storage system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively 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 an agent, financial assistance and project agreement (the "Agent 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 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 the State of New York (collectively, the "Financial Assistance"); and

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	[]	[]	[]	[]
Amy Vanderhoof	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION

(Excelsior Energy Center, 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 March 25, 2021, 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 March, 2021.

Secretary

Schedule 1

- 4.-1-11.1
 - Tower Hill Road
 - Legacy Lands LLC
 - Town of Byron
- 4.-1-27.11
 - Route 262
 - Legacy Lands
 - Town of Byron
- 6.-1-6
 - Route 262
 - Brooke-Lea LLC
 - Town of Byron
- 6.-1-5.1
 - Route 262
 - Call Lands
 - Town of Byron
- 6.-1-43.1
 - Byron Road
 - Lea-View Farms Inc.
 - Town of Byron
- 6.-1-42.1
 - Byron Road
 - Brooke-Lea LLC
 - Town of Byron
- 6.-1-42.2
 - Byron Road
 - Call Lands
 - Town of Byron
- 6.-1-37.1
 - Bank Street Road
 - Call Lands
 - Town of Byron
- 6.-1-15.2
 - Cockram Road
 - Lea-View Farms Inc.
 - Town of Byron
- 6.-1-44
 - Cockram Road
 - Richard G. Colby
 - Town of Byron
- 6.-1-14
 - Byron Road
 - Lea-View Farms Inc.
 - Town of Byron

- 6.-1-13.12
 - Caswell Road
 - Lea-View Farms Inc.
 - Town of Byron
- 6.-1-13.111
 - 7022 Caswell Road
 - Lea-View Farms Inc.
 - Town of Byron
- 6.-1-52
 - Byron Road
 - Legacy Lands LLC
 - Town of Byron
- 6.-1-16.111
 - Caswell Road
 - Brooke-Lea LLC
 - Town of Byron
- 6.-1-19.213
 - 7271 Byron Road
 - L-Brooke Farms LLC
 - Town of Byron
- 6.-1-25.1
 - Cockram Road
 - Richard G. Colby
 - Town of Byron
- 6.-1-33.111
 - Cockram Road
 - Call Lands
 - Town of Byron
- 6.-1-28.111
 - Cockram Road
 - Richard G. Colby
 - Town of Byron
- 6.-1-26.2
 - Bank Street Road
 - John F. Starowitz
 - Town of Byron
- 6.-1-26.1
 - Bank Street Road
 - John F. Starowitz
 - Town of Byron
- 8.-1-1.2
 - Bank Street Road
 - Leo D. Starowitz Jr.
 - Town of Byron

- 6.-1-22
 - Byron Road
 - Legacy Lands LLC
 - Town of Byron
- 8.-1-2.2
 - Byron Road
 - Lea-View Farms Inc.
 - Town of Byron
- 8.-1-29
 - Walkers Corners Road
 - Star Growers Land LLC
 - Town of Byron
- 8.-1-28
 - Walkers Corners Road
 - Star Growers Land LLC
 - Town of Byron
- 8.-1-26.1
 - Walkers Corners Road
 - John F. Starowitz & Andrew M. Starowitz
 - Town of Byron
- 8.-1-3
 - Byron Road
 - Legacy Lands LLC
 - Town of Byron
- 8.-1-4
 - Byron Road
 - Lea-View Farms Inc.
 - Town of Byron
- 8.-1-5
 - Byron Road
 - L-Brooke Farms LLC
 - Town of Byron
- 8.-1-38.1
 - Walkers Corners Road
 - Lea-View Farms Inc.
 - Town of Byron
- 8.-1-19.12
 - Walkers Corners Road
 - Lea-View Farms Inc.
 - Town of Byron
- 8.-1-17.12
 - Walkers Corners Road
 - Brooke-Lea LLC
 - Town of Byron

- 8.-1-10.2
 - Caswell Road
 - Brooke-Lea LLC
 - Town of Byron
- 7.-1-73.1
 - Caswell Road
 - Legacy Lands LLC
 - Town of Byron
- 9.-1-2.2
 - Caswell Road
 - Legacy Lands LLC
 - Town of Byron
- 5.-2-58.11
 - Route 262
 - Charles D. Sackett
 - Town of Byron
- 5.-2-54.1
 - Route 262
 - Charles D. Sackett
 - Town of Byron
- 7.-1-46.111
 - Route 237
 - Legacy Lands LLC
 - Town of Byron
- 7.-1-47.11
 - 6548 Route 262
 - John L. Sackett Jr. & Charles D. Sackett
 - Town of Byron
- 7.-1-103.1
 - 6902 Ivison Road
 - CY Properties LLC
 - Town of Byron
- 7.-1-65.12
 - Route 237
 - Legacy Lands LLC
 - Town of Byron
- 7.-1-66.1
 - Route 237
 - Legacy Lands LLC
 - Town of Byron
- 7.-1-60.113
 - Gillett Road
 - CY Properties LLC
 - Town of Byron

- 7.-1-111
 - Ivison Road
 - CY Properties LLC
 - Town of Byron
- 6.-1-37.2
 - 6999 Bank Street Road
 - Call Lands Partnership
 - Town of Byron

May 2/15/2021

Customer Information

Potential Customer:	Solar Liberty 1	Opportunity Type:	Tax Incentive Lease
Proj. St. Address:	7984 Tesnow Road	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	//Pembroke	Type of Project:	Attraction
Proj. Description:	2021 Solar Liberty 1 Pembroke	New Jobs:	
Total Capital Investment:	\$3,424,390	Retained Jobs:	
Incentive Amount:	\$628,166	School District:	Akron
Benefited Amount:	\$3,424,390	PILOT Applicable:	

Project Information

Organization: GCEDC

Opportunity Source: 3rd Party Professional Date of Public Hearing:

Initial Acceptance Date: 3/4/2021 12:00:00 AM Inducement Date:

Opportunity Summary: The company is planning a community solar farm project in the Town of Pembroke. The project is a 4 (AC) MW solar generation system that will be interconnected with National Grid.

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 will contribute \$5,500/MWAC + a 2% annual escalator, with the 4 MWAC solar farm generating in excess of \$380,455 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 offer customers a 10% discount vs average market rates for the generated power.

Economic Impact: This solar project is generating an increase to the tax base of \$377,570 (both PILOT and real property taxes). This calculates to a rate of return based on the original property taxes of \$19.71 to 1.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$0	Capital Improvements:	\$0
Equipment (non-taxable):	\$3,351,958	Equipment (Taxable) / Other Proj Investment:	\$72,432
Land Cost (Real Estate):	\$0		
Total Capital Investment:	\$3,424,390		

Estimated Benefits Provided

Sales Tax Exempt:	\$273,951	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$0	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$354,215		
Total Estimated Tax Incentives Provided:	\$628,166		
Total Amount Finance:	\$3,424,390		
Mortgage Amount:	\$0	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	Equity
City of Batavia:	\$0	Other Amount:	\$3424390
Chamber of Commerce:			
Total Amount Finance:	\$3,424,390		

Solar Pilot



Project: SL Penbroke, LLC (Liberty Solar 1)

Capex	\$ 3,424,390
Sales Taxable (est.)	\$ 3,424,390
Mortgage (est.)	\$
Property Tax	\$ 354,215
Total	\$ 628,168

from Assessor: Assessed Value: \$ 1,800,000
 Assessed Value: \$ 450,000.00
 Assessed Value: \$ 450,000.00
 Escalator: 2.0%

Increase in PILOT Payment
 Divided by Current Property
 Economic Impact
 ROI

Year of Exemption	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
Final Payment (\$/yr)	\$ 22,000	\$ 22,440	\$ 22,880	\$ 23,320	\$ 23,760	\$ 24,200	\$ 24,640	\$ 25,080	\$ 25,520	\$ 25,960	\$ 26,400	\$ 26,840	\$ 27,280	\$ 27,720	\$ 28,160	\$ 380,455
Current Property Taxes (per MW)	\$ 412	\$ 421	\$ 429	\$ 438	\$ 446	\$ 455	\$ 464	\$ 474	\$ 483	\$ 493	\$ 503	\$ 513	\$ 523	\$ 533	\$ 544	\$ 7,131
Current Property Taxes on Property	\$ 8,611	\$ 8,783	\$ 8,959	\$ 9,138	\$ 9,321	\$ 9,507	\$ 9,697	\$ 9,891	\$ 10,089	\$ 10,291	\$ 10,497	\$ 10,706	\$ 10,921	\$ 11,139	\$ 11,362	\$ 148,910
Current ag exemption amount (add from OARS)	\$ 12,977	\$ 13,236	\$ 13,501	\$ 13,771	\$ 14,047	\$ 14,327	\$ 14,614	\$ 14,906	\$ 15,204	\$ 15,509	\$ 15,819	\$ 16,135	\$ 16,458	\$ 16,787	\$ 17,123	\$ 224,414
County and School Taxes on Ag Exemption	\$ 22,000	\$ 22,440	\$ 22,880	\$ 23,320	\$ 23,760	\$ 24,200	\$ 24,640	\$ 25,080	\$ 25,520	\$ 25,960	\$ 26,400	\$ 26,840	\$ 27,280	\$ 27,720	\$ 28,160	\$ 380,455
Town of Penbroke (only) Taxes on Ag Exemption	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 16,260
Total taxes (due based on the elimination of Ag Exemption)	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 19,150
Current Property Taxes on Property	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 1,277	\$ 19,150
Current Property Taxes on Property (including Ag Exemption)	\$ 21,916	\$ 22,440	\$ 22,880	\$ 23,320	\$ 23,760	\$ 24,200	\$ 24,640	\$ 25,080	\$ 25,520	\$ 25,960	\$ 26,400	\$ 26,840	\$ 27,280	\$ 27,720	\$ 28,160	\$ 361,305
Ag Exemption in PILOT Payment (per MW)	\$ 21,808	\$ 22,248	\$ 22,688	\$ 23,128	\$ 23,568	\$ 24,008	\$ 24,448	\$ 24,888	\$ 25,328	\$ 25,768	\$ 26,208	\$ 26,648	\$ 27,088	\$ 27,528	\$ 27,968	\$ 377,570
Total	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570	\$ 377,570

The value of Ag Exemption elimination due to permanent conversion of farm land
 Town of Penbroke Tax Rate \$ 0.51
 Current ag exemption amount (add from OARS) \$ 39,120
 County and School Taxes on Ag Exemption \$ 1,084
 Town of Penbroke (only) Taxes on Ag Exemption \$ 20
 Total taxes (due based on the elimination of Ag Exemption) \$ 1,084

Current Property Taxes on Property \$ 192
 Current property taxes \$ 1147,795.4 acres * 16 acres
 Property Taxes at 100% assessed value (assessor above) \$ 48,978
 Term (Local PILOT) \$ 734,670
 Savings \$ 354,215
 Net Savings \$ 563,361

GCEDC fee	\$ 42,805
Workforce Community Benefit	\$ 25,000
Subtotal	\$ 67,805
GCEDC Legal	\$ 7,000
Total Fee	\$ 74,805

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4/25/2022

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4/23/2021



Project Name: SL Pembroke, LLC- 1

Board Meeting Date: March 4, 2021

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

PROJECT DESCRIPTION:

The company is planning a community solar farm project in the town of Pembroke. The project is a 4MW AC solar generation system that will be interconnected with National Grid.

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 will contribute \$5,500/MWAC + a 2% annual escalator, with the 4 MW AC solar farm generating in excess of \$380,000 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 offer customers a 10% discount vs average market rates for the generated power.

In addition to these benefits, the project supporting the continued viability of the agricultural economy in Genesee County.

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 \$3,424,390 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$5,500/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 4 MW solar farm will generate in excess of \$380,000 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 “liveable 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 also 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.

Project details: This solar project is generating an increase to the tax revenue of \$380,455 (both PILOT and Real Property taxes). This calculates to a rate of return based on the original property taxes of and additional \$19.71 for every previous \$1. Directly supports NYS Energy Policy (REV) alignment: NYS has aggressive goals for renewable energy, energy efficiency and greenhouse gas reduction by 2030, this project supports those goals.

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 Spring of 2021 and be operational by end of 2021.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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3/16/2021

FINAL RESOLUTION

(SL Pembroke, LLC Project – Solar Array 1)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 25, 2021.

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

Resolution No. 03/2021 - _____

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 MARCH 22, 2021, WITH RESPECT TO THE SL PEMBROKE, LLC (THE "COMPANY") PROJECT – SOLAR ARRAY 1 (THE "PROJECT"); (ii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iii) AUTHORIZING 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 PROJECT AND (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; (iv) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT 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, **SL PEMBROKE, 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 interest in certain real property located at 7984 Tesnow Road in the Town of Pembroke, New York (the "Land", being more particularly described as a portion of tax parcel No. 8.-1-43.1, as may be subdivided); (ii) the planning, design, construction and operation of a 4MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery,

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equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land 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 and (b) a partial real property tax abatement structured through the Tax Agreement (collectively, the "Financial Assistance"); and

WHEREAS, on March 4, 2021, 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, (iii) determined that the portion of the Facility to be used in making retail sales (as such term is defined in Section 862(2)(a) of the General Municipal Law of the State of New York) to customers who personally visit such Facility will constitute less than one-third of the total Project cost, and (iv) ratified the negative declaration issued by the Town of Pembroke Planning Board with respect to the Project and made a determination that the Project does not pose a potential significant adverse environmental impact pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"); and

WHEREAS, pursuant to Section 859-a of the Act and pursuant to Executive Orders issued by Governor Andrew M. Cuomo, on Monday, March 22, 2021, at 10:45 a.m., the Agency held a virtual 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 – by teleconference - 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, 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 virtual Public Hearing held by the Agency on Monday, March 22, 2021, at 10:45 a.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act and pursuant to Executive Orders issued by Governor Andrew M. Cuomo, 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 – by teleconference - 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 and (b) a partial real property tax abatement structured through the Tax Agreement.

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 \$3,424,390.00, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed \$273,951.00. 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 March 31, 2022 (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 President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record any mortgage, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") (collectively, the "Mortgage") up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. 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 10. 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 Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Amy Vanderhoof	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(SL Pembroke, LLC Project – Solar Array 1)

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 25, 2021, 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 March, 2021.

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 OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law (the "Act") will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Monday, March 22, 2021, at 10:45 a.m., local time, in connection with the matter described below. **PLEASE NOTE THE SPECIAL PUBLIC HEARING LOGISTICS AND INSTRUCTIONS INCLUDED AT THE END OF THIS NOTICE.**

SL Pembroke, 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") requesting the Agency's assistance with a project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at 7984 Tesnow Road in the Town of Pembroke, New York (the "Land", being more particularly described as a portion of tax parcel No. 8.-1-43.1, as may be subdivided); (ii) the planning, design, construction and operation of a 4MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility").

The Agency will acquire 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 leasehold interests will be terminated. The Agency contemplates that it will 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 Facility and (b) a partial real property tax abatement structured within a payment-in-lieu-of-tax agreement (collectively, the "Financial Assistance").

PLEASE NOTE SPECIAL PUBLIC HEARING CONDUCT INSTRUCTIONS AND INFORMATION:

In accordance with Section 859-a of the Act, a representative of the Agency will be at the above-stated time and place to present a copy of the Company's Project Application, which is also available for viewing on the Agency's website at: gcedc.com/index.php/news/gcedc-approved-projects.

However, given the ongoing COVID-19 public health crisis and related Executive Orders issued by Governor Andrew M. Cuomo, the Agency will not be able to accommodate any in-person public attendance or participation at this hearing. Nonetheless, and in furtherance of the provisions of Section 859-a of the Act requiring interested parties be provided a reasonable opportunity, both orally and in writing, to present their views with respect to the Project, the Agency will broadcast the Public Hearing live on a video conference at: <https://zoom.us/j/91901456423>, with written comments accepted on that platform in real

time. In addition, the Agency will provide public access to provide oral comments in real time via conference bridge at telephone number: 1-929-205-6099, meeting ID 919 0145 6423. Online livestreaming of the public hearing will be available at <https://vimeo.com/519970409>.

The Agency also encourages all interested parties to submit written comments to the Agency, which will be included within the public hearing record. Any written comments may be sent to GCEDC, Attention: Mark Masse, Senior Vice President of Operations, 99 MedTech Drive, Suite 106, Batavia, New York 14020, and/or via email at gcedc@gcedc.com, with the subject line being "SL Pembroke, LLC Project – Solar Array 1", no later than Friday, March 26, 2021.

Dated: March 10, 2021

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

*mm
2/5/2021*

Customer Information

Potential Customer:	Solar Liberty 2	Opportunity Type:	Tax Incentive Lease
Proj. St. Address:	7984 Tesnow Road	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	//Pembroke	Type of Project:	Attraction
Proj. Description:	2021 Solar Liberty 2 Pembroke	New Jobs:	
Total Capital Investment:	\$4,280,649	Retained Jobs:	
Incentive Amount:	\$785,221	School District:	Akron
Benefited Amount:	\$4,280,649	PILOT Applicable:	

Project Information

Organization:	GCEDC
Opportunity Source:	3rd Party Professional
Initial Acceptance Date:	3/4/2021 12:00:00 AM
Date of Public Hearing:	
Inducement Date:	

Opportunity Summary: The company is planning a community solar farm project in the Town of Pembroke. The project is a 5 (AC) MW solar generation system that will be interconnected with National Grid.

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 will contribute \$5,500/MWAC + a 2% annual escalator, with the 5 MWAC solar farm generating in excess of \$475,000 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 offer customers a 10% discount vs average market rates for the generated power.

In addition to these benefits, the project supporting the continued viability of the agricultural economy in Genesee County.

Economic Impact: This solar project is generating an increase to the tax base of \$472,288 (both PILOT and real property taxes). This calculates to a rate of return based on the original property taxes of \$21.89 to 1.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$0	Capital Improvements:	\$0
Equipment (non-taxable):	\$4,190,106	Equipment (Taxable) / Other Proj Investment:	\$90,543
Land Cost (Real Estate):	\$0		
Total Capital Investment:	\$4,280,649		

Estimated Benefits Provided

Sales Tax Exempt:	\$342,452	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$0	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$442,769		
Total Estimated Tax Incentives Provided:	\$785,221		

Total Amount Finance:	\$4,280,649
Mortgage Amount:	\$0
ESD-JDA:	\$0
GCEDC RLF:	\$0
Other Name:	Equity
City of Batavia:	\$0
Other Amount:	\$4280649

Chamber of Commerce:	
Total Amount Finance:	\$4,280,649

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Solar Pilot



Project: 41 Pembroke, LLC (Liberty Solar 2)
 Capex \$ 4,280,649
 Sales Taxable Inst \$ 4,280,649
 Mortgage Inst. \$
 Property Tax Below \$ 442,769
 Total \$ 785,220

from Assessor
 Assessed Value \$ 2,250,000
 from Assessor \$ 450,000.00
 2.00%

Increase in PILOT Payment
 Divided by Current Property

Year of Exemption	Assessed Value	Ag Exemption	Ag Exemption Rate	Ag Exemption Amount	Ag Exemption Amount (add from DARS)	Ag Exemption Amount (add from DARS) + Ag Exemption	Ag Exemption Amount (add from DARS) + Ag Exemption + Ag Exemption	Ag Exemption Amount (add from DARS) + Ag Exemption + Ag Exemption + Ag Exemption	Ag Exemption Amount (add from DARS) + Ag Exemption + Ag Exemption + Ag Exemption + Ag Exemption	Economic Impact ROI
1	\$ 27,500	\$ 10,784	16.5%	\$ 16,716	\$ 16,716	\$ 16,716	\$ 16,716	\$ 16,716	\$ 16,716	\$ 1,439
2	\$ 28,050	\$ 10,979	16.5%	\$ 17,071	\$ 17,071	\$ 17,071	\$ 17,071	\$ 17,071	\$ 17,071	\$ 1,439
3	\$ 28,611	\$ 11,198	16.5%	\$ 17,413	\$ 17,413	\$ 17,413	\$ 17,413	\$ 17,413	\$ 17,413	\$ 1,439
4	\$ 29,183	\$ 11,422	16.5%	\$ 17,761	\$ 17,761	\$ 17,761	\$ 17,761	\$ 17,761	\$ 17,761	\$ 1,439
5	\$ 29,767	\$ 11,651	16.5%	\$ 18,116	\$ 18,116	\$ 18,116	\$ 18,116	\$ 18,116	\$ 18,116	\$ 1,439
6	\$ 30,362	\$ 11,884	16.5%	\$ 18,478	\$ 18,478	\$ 18,478	\$ 18,478	\$ 18,478	\$ 18,478	\$ 1,439
7	\$ 30,965	\$ 12,121	16.5%	\$ 18,844	\$ 18,844	\$ 18,844	\$ 18,844	\$ 18,844	\$ 18,844	\$ 1,439
8	\$ 31,589	\$ 12,364	16.5%	\$ 19,225	\$ 19,225	\$ 19,225	\$ 19,225	\$ 19,225	\$ 19,225	\$ 1,439
9	\$ 32,221	\$ 12,611	16.5%	\$ 19,610	\$ 19,610	\$ 19,610	\$ 19,610	\$ 19,610	\$ 19,610	\$ 1,439
10	\$ 32,865	\$ 12,863	16.5%	\$ 20,002	\$ 20,002	\$ 20,002	\$ 20,002	\$ 20,002	\$ 20,002	\$ 1,439
11	\$ 33,522	\$ 13,121	16.5%	\$ 20,401	\$ 20,401	\$ 20,401	\$ 20,401	\$ 20,401	\$ 20,401	\$ 1,439
12	\$ 34,193	\$ 13,384	16.5%	\$ 20,809	\$ 20,809	\$ 20,809	\$ 20,809	\$ 20,809	\$ 20,809	\$ 1,439
13	\$ 34,877	\$ 13,651	16.5%	\$ 21,226	\$ 21,226	\$ 21,226	\$ 21,226	\$ 21,226	\$ 21,226	\$ 1,439
14	\$ 35,574	\$ 13,924	16.5%	\$ 21,650	\$ 21,650	\$ 21,650	\$ 21,650	\$ 21,650	\$ 21,650	\$ 1,439
15	\$ 36,286	\$ 14,202	16.5%	\$ 22,084	\$ 22,084	\$ 22,084	\$ 22,084	\$ 22,084	\$ 22,084	\$ 1,439
Total	\$ 475,569	\$ 186,138	16.5%	\$ 289,431	\$ 289,431	\$ 289,431	\$ 289,431	\$ 289,431	\$ 289,431	\$ 21,580

The value of Ag Exemption elimination due to permanent conversion of farm land
 Town of Ellistown Tax Rate \$ 0.61
 Current ag exemption amount (add from DARS) \$ 44,010
 County and School Taxes on Ag Exemption \$ 1,188
 Town of Ellistown (only) Taxes on Ag Exemption \$ 22
 Total taxes due based on the elimination of Ag Exemption \$ 45,220

GCEDC fee \$ 53,508
 Workforce Community Benefit \$ 25,000
 Subtotal \$ 78,508
 GCEDC Legal \$ 8,000
 Total Fee \$ 86,508

Current Property Taxes on Property \$ 219
 Current property taxes \$ 1147,954 acres * 18 acres
 note base land tax will remain the same and paid outside the PILOT

Property Taxes at 100% assessed value (assessor)
 Farm \$ 61,221
 Total PILOT \$ 918,338
 Savings \$ 442,769
 Net Savings \$ 698,712

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2/25/20

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MSY
4/25/20



Project Name: SL Pembroke, LLC- 2

Board Meeting Date: March 4, 2021

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

PROJECT DESCRIPTION:

The company is planning a community solar farm project in the town of Pembroke. The project is a 5MW AC solar generation system that will be interconnected with National Grid.

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 will contribute \$5,500/MWAC + a 2% annual escalator, with the 5 MW AC solar farm generating in excess of \$475,000 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 offer customers a 10% discount vs average market rates for the generated power.

In addition to these benefits, the project supporting the continued viability of the agricultural economy in Genesee County.

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 \$4,280,649 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$5,500/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 in excess of \$475,000 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.

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.

Project details: This solar project is generating an increase to the tax revenue of \$475,569 (both PILOT and Real Property taxes). This calculates to a rate of return based on the original property taxes of additional \$21.89 for every previous \$1. Directly supports NYS Energy Policy (REV) alignment: NYS has aggressive goals for renewable energy, energy efficiency and greenhouse gas reduction by 2030, this project supports those goals.

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 Spring of 2021 and be operational by end of 2021.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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FINAL RESOLUTION

(SL Pembroke, LLC Project – Solar Array 2)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 25, 2021.

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

Resolution No. 03/2021 - _____

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 MARCH 22, 2021, WITH RESPECT TO THE SL PEMBROKE, LLC (THE "COMPANY") PROJECT – SOLAR ARRAY 2 (THE "PROJECT"); (ii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iii) AUTHORIZING 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 PROJECT AND (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; (iv) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT 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, **SL PEMBROKE, 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 interest in certain real property located at 7984 Tesnow Road in the Town of Pembroke, New York (the "Land", being more particularly described as a portion of tax parcel No. 8.-1-43.1, as may be subdivided); (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 (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery,

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equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land 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 and (b) a partial real property tax abatement structured through the Tax Agreement (collectively, the "Financial Assistance"); and

WHEREAS, on March 4, 2021, 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, (iii) determined that the portion of the Facility to be used in making retail sales (as such term is defined in Section 862(2)(a) of the General Municipal Law of the State of New York) to customers who personally visit such Facility will constitute less than one-third of the total Project cost, and (iv) ratified the negative declaration issued by the Town of Pembroke Planning Board with respect to the Project and made a determination that the Project does not pose a potential significant adverse environmental impact pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"); and

WHEREAS, pursuant to Section 859-a of the Act and pursuant to Executive Orders issued by Governor Andrew M. Cuomo, on Monday, March 22, 2021, at 11:30 a.m., the Agency held a virtual 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 – by teleconference - 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, 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 virtual Public Hearing held by the Agency on Monday, March 22, 2021, at 11:30 a.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act and pursuant to Executive Orders issued by Governor Andrew M. Cuomo, 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 - by teleconference - 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 and (b) a partial real property tax abatement structured through the Tax Agreement.

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 \$4,280,649.00, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed \$342,452.00. 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 March 31, 2022 (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 President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record any mortgage, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") (collectively, the "Mortgage") up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. 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 10. 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 Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Amy Vanderhoof	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(SL Pembroke, LLC Project – Solar Array 2)

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 25, 2021, 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 March, 2021.

Secretary

Exhibit A

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

[Attached Hereto]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law (the "Act") will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Monday, March 22, 2021, at 11:30 a.m., local time, in connection with the matter described below. **PLEASE NOTE THE SPECIAL PUBLIC HEARING LOGISTICS AND INSTRUCTIONS INCLUDED AT THE END OF THIS NOTICE.**

SL Pembroke, 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") requesting the Agency's assistance with a project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at 7984 Tesnow Road in the Town of Pembroke, New York (the "Land", being more particularly described as a portion of tax parcel No. 8.-1-43.1, as may be subdivided); (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 (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility").

The Agency will acquire 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 leasehold interests will be terminated. The Agency contemplates that it will 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 Facility and (b) a partial real property tax abatement structured within a payment-in-lieu-of-tax agreement (collectively, the "Financial Assistance").

PLEASE NOTE SPECIAL PUBLIC HEARING CONDUCT INSTRUCTIONS AND INFORMATION:

In accordance with Section 859-a of the Act, a representative of the Agency will be at the above-stated time and place to present a copy of the Company's Project Application, which is also available for viewing on the Agency's website at: gcedc.com/index.php/news/gcedc-approved-projects.

However, given the ongoing COVID-19 public health crisis and related Executive Orders issued by Governor Andrew M. Cuomo, the Agency will not be able to accommodate any in-person public attendance or participation at this hearing. Nonetheless, and in furtherance of the provisions of Section 859-a of the Act requiring interested parties be provided a reasonable opportunity, both orally and in writing, to present their views with respect to the Project, the Agency will broadcast the Public Hearing live on a video conference at: <https://zoom.us/j/97416598358>, with written comments accepted on that platform in real

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time. In addition, the Agency will provide public access to provide oral comments in real time via conference bridge at telephone number: 1-929-205-6099, meeting ID 974 1659 8358. Online livestreaming of the public hearing will be available at <https://vimeo.com/519970409>.

The Agency also encourages all interested parties to submit written comments to the Agency, which will be included within the public hearing record. Any written comments may be sent to GCEDC, Attention: Mark Masse, Senior Vice President of Operations, 99 MedTech Drive, Suite 106, Batavia, New York 14020, and/or via email at gcedc@gcedc.com, with the subject line being "SL Pembroke, LLC Project – Solar Array 2", no later than Friday, March 26, 2021.

Dated: March 10, 2021

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

*man
2/26/2021*

Customer Information

Potential Customer:	Plug Power Inc	Opportunity Type	Attraction
Proj. St. Address:	6840 Crosby Road	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	Alabama	Type of Project:	Attraction
Proj. Description:	Project Gateway	New Jobs:	68
Total Capital Investment:	\$232,709,880	Retained Jobs:	**
Incentive Amount:	\$118,861,680	School District:	Oakfield-Alabama
Benefited Amount:	\$232,709,880	PILOT Applicable:	

Project Information

Organization:	GCEDC
Opportunity Source:	3rd Party Professional
Initial Acceptance Date:	3/4/2021
Inducement Date:	

Opportunity Summary: The company is proposing a \$232 million project at the Western New York Science & Technology Advanced Manufacturing Park in the town of Alabama. In addition, the company is investing \$55,000,000 for the electric 345/115 KV substation in partnership with NYPA/National Grid which will enable future tenants access to this 100% renewable energy power source.

The operation will produce green hydrogen using an electrolysis process of water utilizing clean hydro-power. The production facility will produce approximately 45 metric tons of liquid hydrogen that produces no pollution and creates essentially no waste. The hydrogen is sold to customers to replace fossil fuels in on-road applications such as heavy-duty freight and forklifts.

Economic Impact: The project anticipates adding 68 full-time jobs at an average salary of around \$70,000 plus benefits. For every \$1 of public benefit, the company is investing \$4.3 into the economy.

Project Detail (Total Capital Investment)

Building Cost (Construction):	Capital improvements:	\$0
Equipment (non-taxable):	Equipment (Taxable) / Other Proj Investment:	\$10,000
Land Cost (Real Estate):		
Total Capital Investment:	\$232,709,880	

Estimated Benefits Provided

Sales Tax Exempt:	\$1,110,680 Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$0 Land Sale Subsidy:	\$0
Property Tax Exempt:	\$117,743,000	
Total Estimated Tax Incentives Provided:	\$118,861,680	

Fiscal & Economic Impact Analysis Model

Date: 2/24/2021

Company or Project Name: Plug Power
 Time Horizon of Full Analysis: 20 years

Comments

Economic Benefits from Project/Company:
 Future Capital Investment - if appropriate
 Future Capital Investment - if appropriate
 Wages / Payroll / Fringes / Benefits DIRECT
 Wages / Payroll / Fringes / Benefits INDIRECT
 Company Production Related Purchases (support COGS/inventory) in NYS
 Other Company Purchases (Supplies, Materials, Equipment (non-capitalized) in NYS
 Payment for substitution
 Sales / Use Taxes Paid DIRECT and INDIRECT
 Property Taxes Paid
 Municipal Special District Taxes Paid (the district fees et. al.)

Annual \$ Value	Timeframe (Yrs)	Time Horizon Totals
\$ 232,705,860	1	232,705,860
	5	
	5	112,501,000
	5	87,758,000
	5	
	5	195,000,000
	5	2,387,000
	5	46,000,000
	5	3,612,984
		\$ 530,190,984

Total Direct Economic Impact

Public Costs (tax incentives et.al.) related to Project/Company:

Industrial Development Agency (IDA) provided Tax Benefits

Property Tax Abatements	\$ 112,748,000
Sales Tax Exemptions	\$ 1,113,080
Mortgage Tax Exemption	\$
net IDA Tax Benefits	\$ 118,861,680

Empire Zone Benefits (expected to be utilized)

Income Tax Reduction Credit (IRC)

Real Property Tax Credit (CRPT)

Sales Tax Exemption (NY)

Wage Tax Credit

Investment Tax Credit

Employment Incentive Credit

EZ Capital Credits

net Empire Zone Benefits (expected to be utilized)

Public Grants, PIF

State Grants

Federal Grants

Local Grants/PIF (county/town/village/city)

net Grants/PIF

	\$ 3,500,000
	\$
	\$
	\$ 3,500,000
	\$
	\$ 122,363,680

Total Public Costs (Public Funding, Grants or Tax Abatements/Exemptions)

Direct Economic Impact Analysis:

Benefits / Cost Ratio (Direct Ec Impact / Total Public Cost)

Public Funding % Direct Economic Impact

Private / Public Investment Ratio (Cost or Public Funding / Capital Inv)

Public Funding % Capital Investment

Benefits / Cost Ratio (Direct Ec Impact / Total Public Cost)	4.3
Public Funding % Direct Economic Impact	23.1%
Private / Public Investment Ratio (Cost or Public Funding / Capital Inv)	1.9
Public Funding % Capital Investment	62.8%

Cost-Benefit Analysis for Project Gateway

Prepared by Genesee County Economic Development Center using InformAnalytics

Executive Summary

INVESTOR
Plug Power

TOTAL INVESTED
\$232.7 Million

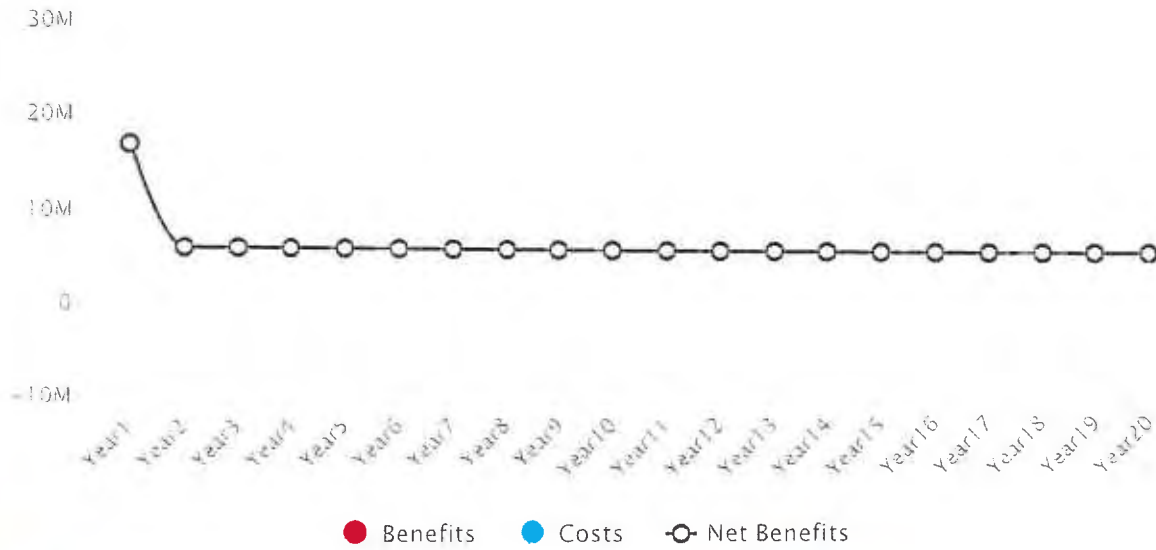
LOCATION
**6840 Crosby Rd
Alabama, NY**

TIMELINE
20 Years

F1 FIGURE 1

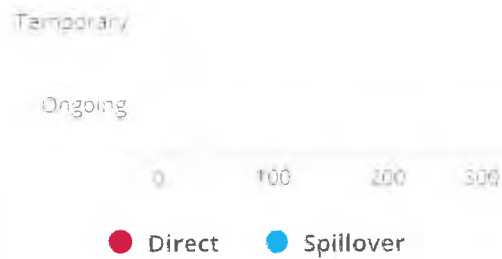
Discounted* Net Benefits for Project Gateway by Year

Total Net Benefits: \$116,261,000



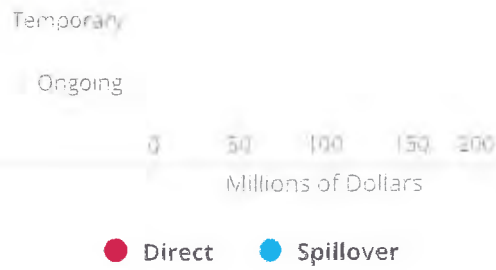
F2 FIGURE 2

Total Jobs



F3 FIGURE 3

Total Payroll



3.4

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Proposed Investment

Plug Power proposes to invest \$232.7 million at 6840 Crosby Rd Alabama, NY over 20 years. Genesee County Economic Development Center staff summarize the proposed with the following: Hydrogen Generation facility at STAMP on 30 acres. The facility will produce 45 metric tons per day of liquid hydrogen through an electrolysis of water using clean hydropower. The project plans to create 68 FTE's.

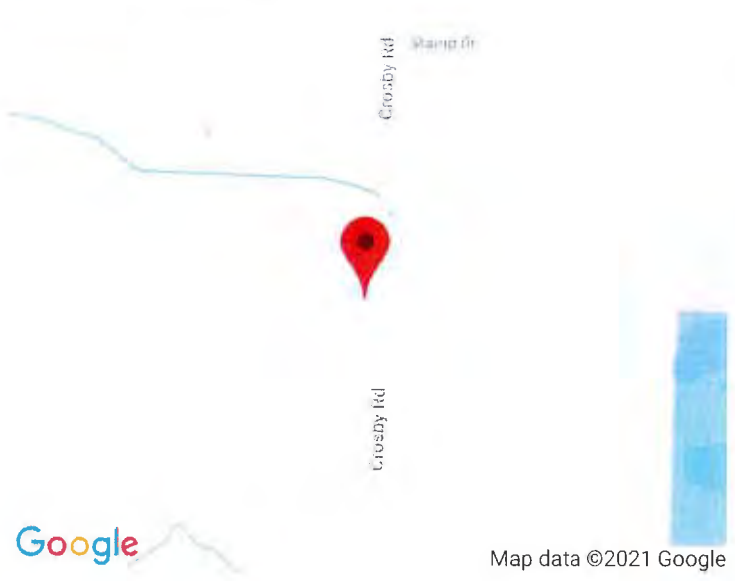
T1 TABLE 1

Proposed Investments

F4 FIGURE 4

Location of Investment

Description	Amount
CONSTRUCTION SPENDING	
	\$23,185,000
OTHER SPENDING	
Land	\$2,092,000
Production Equipment	\$207,423,000
Other Equipment	\$10,000
	\$0
Total Investments	\$232,710,000
Discounted Total (2%)	\$232,710,000



Map data ©2021 Google

May not sum to total due to rounding.

3.4

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Cost-Benefit Analysis

A cost-benefit analysis of this proposed investment was conducted using InformAnalytics, an economic impact model developed by CGR. The report estimates the impact that a potential project will have on the local economy based on information provided by Genesee County Economic Development Center. The report calculates the costs and benefits for specified local taxing districts over the first 20 years, with future returns discounted at a 2% rate.

T2 TABLE 2

Estimated Costs or Incentives

Genesee County Economic Development Center is considering the following incentive package for Plug Power.

Description	Nominal Value	Discounted Value*
Property Tax Exemption	\$121,132,000	\$101,015,000
Sales Tax Exemption	\$1,104,000	\$1,104,000
Total Costs	\$122,236,000	\$102,119,000

May not sum to total due to rounding.

* Discounted at 2%

3.4

55

T3 TABLE 3

State & Regional Impact (Life of Project)

The following table estimates the total benefits from the project over its lifetime.

Description	Direct	Spillover	Total
REGIONAL BENEFITS	\$149,777,000	\$88,850,000	\$238,627,000
To Private Individuals	\$102,501,000	\$87,759,000	\$190,260,000
Temporary Payroll	\$8,550,000	\$2,705,000	\$11,256,000
Ongoing Payroll	\$93,951,000	\$85,053,000	\$179,004,000
To the Public	\$47,275,000	\$1,092,000	\$48,367,000
Property Tax Revenue	\$46,000,000	N/A	\$46,000,000
Temporary Sales Tax Revenue	\$106,000	\$34,000	\$140,000
Ongoing Sales Tax Revenue	\$1,169,000	\$1,058,000	\$2,227,000
STATE BENEFITS	\$6,377,000	\$5,305,000	\$11,682,000
To the Public	\$6,377,000	\$5,305,000	\$11,682,000
Temporary Income Tax Revenue	\$383,000	\$130,000	\$513,000
Ongoing Income Tax Revenue	\$4,696,000	\$4,064,000	\$8,760,000
Temporary Sales Tax Revenue	\$108,000	\$34,000	\$143,000
Ongoing Sales Tax Revenue	\$1,190,000	\$1,077,000	\$2,267,000
Total Benefits to State & Region	\$156,154,000	\$94,156,000	\$250,309,000
Discounted Total Benefits (2%)	\$139,379,000	\$79,001,000	\$218,380,000

May not sum to total due to rounding.

3.4

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T4 TABLE 4

Benefit to Cost Ratio

The following benefit to cost ratios were calculated using the discounted totals.

Description	Benefit*	Cost*	Ratio
Region	\$208,529,000	\$101,562,000	2:1
State	\$9,851,000	\$557,000	18:1
Grand Total	\$218,380,000	\$102,119,000	2:1

May not sum to total due to rounding.

* Discounted at 2%

CGR has exercised reasonable professional care and diligence in the production and design of the InformAnalytics™ tool. However, the data used is provided by users. InformAnalytics does not independently verify, validate or audit the data supplied by users. CGR makes no representations or warranties with respect to the accuracy of the data supplied by users.

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3.4

MW
2/26/2021



Project Name: Project Gateway Plug Power

Board Meeting Date: March 4, 2021

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

PROJECT DESCRIPTION:

The company is proposing a \$232 million project at the Western New York Science & Technology Advanced Manufacturing Park in the town of Alabama.

The operation will produce green hydrogen using an electrolysis process of water utilizing clean hydropower. The production facility will produce approximately 45 metric tons of liquid hydrogen that produces no pollution and creates essentially no waste. The hydrogen is sold to customers to replace fossil fuels in on-road applications such as heavy-duty freight and forklifts.

In addition, the company is investing \$55,000,000 for the electric 345/115 KV substation in partnership with NYPA/National Grid, which will enable future tenants' access to this 100% renewable energy power source.

The project anticipates adding 68 full-time jobs at an average salary of around \$70,000 plus benefits.

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

Project details: The project plans to create 68 FTE's with an average salary of \$70,000 plus benefits, which totals \$102,501,000 over 20 years.

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 the construction of Hydrogen Generation facility with the capital investment over \$232,709,880 at their direct site. In addition, the company is investing \$55,000,000 for the electric 345/115 KV substation in partnership with NYPA/National Grid, which will enable future tenants' access to this power source.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

3.4

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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: N/A

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.

Project details: This project is generating \$46 million of direct local revenues in a proposed PILOT/Host Community Infrastructure Agreement, plus the company proposes to invest over \$55 million toward construction of a 345/115 KV substation to enable this project and future tenants’ access to low-cost, 100% renewable power. For every \$1 of public benefit, the company is investing \$4.3 into the 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: This Project is in a strategic industry targeted for 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 Summer of 2021 and be operational by end of 2022/first quarter 2023.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

MAY
3/17/21

FINAL RESOLUTION
(Plug Power Inc. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 25, 2021.

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

Resolution No. 03/2021 - _____

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 MARCH 22, 2021, WITH RESPECT TO THE PLUG POWER INC. (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING 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 PROJECT AND (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT 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, **PLUG POWER INC.**, 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 6840 Crosby Road in the Town of Alabama, New York (the "Land", being more particularly described as all or a portion of tax parcel Nos. 10.-1-41 and 10.-1-42); (ii) the planning, design, construction and operation of a green hydrogen production and distribution facility (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of

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3.4

machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land 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 and (b) a partial real property tax abatement structured through the Tax Agreement (collectively, the "Financial Assistance"); and

WHEREAS, on March 4, 2021, the Agency adopted a resolution (the "Initial Resolution") accepting the Application and directing that a public hearing be held; and

WHEREAS, pursuant to Section 859-a of the Act and pursuant to Executive Orders issued by Governor Andrew M. Cuomo, on Monday, March 22, 2021, at 6:30 p.m., local time, at the Town of Alabama Fire Department (Fire Hall) at 2230 Judge Road, Basom, New York 14125, 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 (including by teleconference) 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 the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), the Agency must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Project; and

WHEREAS, the Agency, acting as "lead agency" (as such term is defined under SEQRA), undertook a "coordinated review" (as such term is defined under SEQRA) of the Project, which resulted in the preparation of a Draft Generic Environmental Impact Statement ("DEIS"); and

WHEREAS, a DEIS for the Project was submitted and accepted as complete by the Agency on April 14, 2011 in order to commence public review; and

WHEREAS, a combined public hearing on, among other things, the DEIS, was held by the Agency on May 12, 2011, which remained open until June 23, 2011, with written public comments submitted up and until June 23, 2011; and

WHEREAS, the Agency adopted a Final Generic Environmental Impact Statement as complete and adequate for the Project on January 19, 2012; and

WHEREAS, on March 12, 2012, the Agency adopted a Findings Statement (the "2012 Findings Statement"); and

WHEREAS, due to certain changes to the Project in 2016 and 2020, further environmental review was undertaken by the Agency; and

WHEREAS, in 2016 and 2020, the Agency adopted Amended Findings Statements (collectively, the "Amended Findings Statement"; and, together with the 2012 Findings Statement, the "Findings Statement"); and

WHEREAS, by resolution dated February 4, 2021 (the "SEQRA Resolution"), the Agency determined: (i) the Project was a "Type I Action" (as such term is defined under SEQRA) and (ii) the potential environmental impacts of the Project are consistent with those impacts assessed in the Findings Statement, thus concluding the SEQRA review process for the Project; 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

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(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, 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

(F) The Agency, having undertaken a comprehensive review of the materials presented by the Company, the Findings Statement and the SEQRA Resolution, ratifies the SEQRA Resolution previously adopted by the Agency, thus completing the SEQRA review process for the Project. A copy of the SEQRA Resolution is attached hereto as Exhibit B.

Section 2. The Public Hearing held by the Agency on Monday, March 22, 2021, at 6:30 p.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act and pursuant to Executive Orders issued by Governor Andrew M. Cuomo, 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 – by teleconference - 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 and (b) a partial real property tax abatement structured through the Tax Agreement.

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 **\$13,921,000.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$1,113,680.00**. 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 **March 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 President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record any mortgage, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the

Company (the "Lender") (collectively, the "Mortgage") up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. 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 10. 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 Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Amy Vanderhoof	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(Plug Power Inc. 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 March 25, 2021, 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 March, 2021.

Secretary

Exhibit A

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

[Attached Hereto]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law (the "Act") will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Monday, March 22, 2021, at 6:30 p.m., local time, at the Town of Alabama Fire Department fire hall at 2230 Judge Road, Basom, New York 14125, in connection with the matter described below. **PLEASE NOTE THE ADDITIONAL SPECIAL PUBLIC HEARING LOGISTICS AND INSTRUCTIONS INCLUDED AT THE END OF THIS NOTICE.**

Plug Power Inc., 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") requesting the Agency's assistance with a project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain real property located at 6840 Crosby Road in the Town of Alabama, New York (the "Land", being more particularly described as all or a portion of tax parcel Nos. 10.-1-41 and 10.-1-42); (ii) the planning, design, construction and operation of a green hydrogen production and distribution facility (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility").

The Agency will acquire 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 leasehold interests will be terminated. The Agency contemplates that it will 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 Facility and (b) a partial real property tax abatement structured within a payment-in-lieu-of-tax agreement (collectively, the "Financial Assistance").

PLEASE NOTE SPECIAL PUBLIC HEARING CONDUCT INSTRUCTIONS AND INFORMATION:

In accordance with Section 859-a of the Act, a representative of the Agency will be at the above-stated time and place to present a copy of the Company's Project Application, which is also available for viewing on the Agency's website at: gcedc.com/index.php/news/gcedc-approved-projects.

However, given the ongoing COVID-19 public health crisis and related Executive Orders issued by Governor Andrew M. Cuomo, the Agency will provide – in accordance with Section 859-a of Act - the opportunity for interested persons choosing not attending the public hearing at the time and place indicated above a reasonable opportunity, both orally and in writing, to present their views with respect to the Project. The Agency will broadcast the Public Hearing live on a video conference at: <https://zoom.us/j/99960695013>, with written comments accepted on that platform in real time. In addition, the Agency will provide public access to provide oral comments in real time via conference bridge at telephone number: 1-929-205-6099, meeting ID

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999 6069 5013. Online livestreaming of the public hearing will be available at <https://vimeo.com/519969353>.

The Agency also encourages all interested parties to submit written comments to the Agency, which will be included within the public hearing record. Any written comments may be sent to GCEDC, Attention: Mark Masse, Senior Vice President of Operations, 99 MedTech Drive, Suite 106, Batavia, New York 14020, and/or via email at gcedc@gcedc.com, with the subject line being "Plug Power Inc. Project", no later than Friday, March 26, 2021.

Dated: March 11, 2021

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

Exhibit B

SEQRA Resolution of the Agency

[Attached Hereto]

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT
CONCERNING PROJECT GATEWAY - PROPOSED FUTURE USE OF A PORTION OF
THE WESTERN NEW YORK SCIENCE & TECHNOLOGY ADVANCED
MANUFACTURING PARK

Project Name: Project Gateway - Proposed Future Use of a Portion of the Western New York Science & Technology Advanced Manufacturing Park
Location: 6840 Crosby Road, Town of Alabama, NY 14013 ("Site")

WHEREAS, the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center ("GCEDC"), in conjunction with the Genesee Gateway Local Development Corporation ("GGLDC"), the non-profit real estate affiliate of the GCEDC (collectively, "Agency"), have been working for more than a decade on the development of the Western New York Science & Technology Advanced Manufacturing Park ("STAMP" or the "Project"), an advanced manufacturing technology campus on approximately 1,262 acres located on the west side of New York State Route 63/77, approximately five miles north of the I-90/New York State Thruway ("STAMP Site") in the Town of Alabama, New York ("Town"), and

WHEREAS, in connection with the Project, on January 4, 2021, the Agency circulated a notice of intent to re-establish itself as lead agency pursuant to the State Environmental Quality Review Act ("SEQR") for purposes of reviewing a certain proposed use of a portion of the Stamp Site for a hydro-powered electrolysis hydrogen production facility ("Project Gateway"). All involved agencies consented, or did not respond and were deemed to have consented, to the Agency acting as lead agency and thus, the Agency has properly been established as the lead agency for purposes of Project Gateway.

WHEREAS, the Agency is authorized and empowered by the provisions of the Chapter 1030 of the Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in 2010, the Agency commenced preparation of a generic environmental impact statement consisting of the Draft Generic Environmental Impact Statement ("DGEIS") accepted by the Agency on April 14, 2011, the Final Generic Environmental Impact Statement ("FGEIS") accepted by the Agency on January 19, 2012, as well as the public comments on the DGEIS received at the May 12, 2011, public hearing and during the public comment period which was conducted from April 21, 2011, through June 23, 2011. (Collectively, the DGEIS and the FGEIS are referred to as the "STAMP GEIS"); and

WHEREAS, the purposes of the STAMP GEIS were to identify and evaluate the potential significant adverse environmental impacts of STAMP, compare the reasonable alternatives, and, where applicable, to identify reasonable mitigation measures to reduce the effect of those impacts to the maximum extent practicable, while weighing the substantial potential social and economic benefits of STAMP; and

WHEREAS, the GCEDC, as lead agency, issued a written Findings Statement based on the STAMP GEIS on March 12, 2012 ("**2012 GCEDC Findings**") approving the Project and committing to undertake it; and

WHEREAS, the Agency prepared a smart growth impact statement ("SGIS") for the Project pursuant to the State Smart Growth Public Infrastructure Policy Act separately from the STAMP GEIS in February, 2012; and

WHEREAS, in 2016 and 2020, a number of changes were made to the Project which necessitated further environmental review and such review was undertaken by the Agency; and

WHEREAS, Amended Findings Statements were issued by the Agency in 2016 and 2020 (the 2012 GCEDC Findings and the Amended Findings issued in 2016 and 2020 are, collectively, the "**STAMP Findings**"); and

WHEREAS, the Agency is now reviewing whether to undertake or approve the current Project Gateway in accordance with the requirements of SEQR, the STAMP GEIS and the STAMP Findings and must determine whether Project Gateway has the potential to have any significant adverse environmental impacts that were not previously analyzed and addressed in the STAMP GEIS and the STAMP Findings; and

WHEREAS, to aid the Agency in determining whether Project Gateway has the potential to have any significant adverse environmental impacts that were not addressed in the STAMP GEIS and the STAMP Findings, the Agency has completed, received and/or reviewed (1) Part 1 of a Full Environmental Assessment Form ("EAF"), dated December 30, 2020; (2) a Project Summary Narrative ("Project Narrative"); (3) a Hazardous Materials Business Plan ("HazMat Plan"); (4) an Emergency Response Plan ("Emergency Plan"); (5) a conceptual Stormwater Pollution Prevention Plan ("Conceptual SWPPP"); (6) an addendum to the EAF regarding odors ("Odors Addendum"); (7) an addendum to the EAF regarding lighting ("Lighting Addendum"); (8) an addendum to the EAF regarding noise ("Noise Addendum"); and (9) other relevant environmental information (collectively, 1-9 shall be referred to as the "Environmental Information"); and

WHEREAS, a thorough analysis of the Environmental Information and potential environmental impacts associated with Project Gateway reveals that Project Gateway is a Future Project Use that will be carried out in conformance with the conditions and thresholds set forth in the STAMP Findings and that all potential impacts associated with Project Gateway are adequately addressed in the STAMP GEIS and the STAMP Findings, and, accordingly, that no further SEQR compliance is required.

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

Section 1. Based upon a thorough review and examination of Project Gateway and the Environmental Information, and upon the Agency's knowledge of the STAMP GEIS and the STAMP Findings and the STAMP Site and such further investigation of Project Gateway and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings with respect to Project Gateway:

(A) Project Gateway is a Type I Action;

(B) The Agency, as Lead Agency for the Project, has undertaken a coordinated review of Project Gateway in accordance with SEQR and the STAMP GEIS and STAMP Findings; and

Section 2. Based upon the Agency's review of the Environmental Information and investigations of the potential environmental impacts associated with Project Gateway, considering both the magnitude and importance of each potential environmental impact indicated, and upon the Agency's knowledge of the STAMP GEIS and the STAMP Findings as well as the STAMP Site and surrounding area and such further investigations of the Project Gateway and its environmental effects as the

Agency has deemed appropriate, the Agency finds that Project will be carried out in conformance with the conditions on future development set forth in the STAMP Findings. Reasons supporting this finding are set forth below:

1. Project Gateway. Project Gateway involves the construction and operation of a hydrogen production facility powered by renewable hydropower in two phases located in the Technology District 1 ("TD1") portion of the STAMP Site. Project Gateway includes a single story, sloped roof, hydrogen production building, approximately six horizontally mounted gas storage tanks, a water pre-treatment plant, hydrogen liquefaction equipment, a small office building, and related appurtenances. The hydrogen will be produced by an electrolysis process where electricity is used to split water into its constituent elements hydrogen and oxygen. Initially, it is anticipated that the delivery trucks may be diesel powered, but as hydrogen powered class-8 trucks become available, delivery of hydrogen fuel will be one of the first uses of these trucks. Project Gateway will include the provision for adding a class-8 truck refueling pump to enable the distribution of zero-emission hydrogen from the facility into the fleet it serves. The facility will produce enough hydrogen to fill approximately 9 to 10 tanker trailers per day (raising to 18 to 20 when phase 2 starts production).
2. Best Management Practices. The Conceptual SWPPP details that soil will be managed consistent with the specific requirements set forth in Section 6.2 of the 2012 GCEDC Findings. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to soil and all potential impacts to soil associated with Project Gateway are adequately analyzed in the STAMP GEIS.
3. Whitney Creek Buffer. Project Gateway does not include any infringement of the buffer established on either side of Whitney Creek. Further The Project Gateway Site is located over 1,000 feet from the closest point of Whitney Creek. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to Whitney Creek and surface waters and all potential impacts to Whitney Creek and surface waters associated with Project Gateway are adequately analyzed in the STAMP GEIS.
4. Stormwater Best Management Practices. The Conceptual SWPPP confirms that stormwater generated by Project Gateway is expected to be managed on-site, and any stormwater which flows to adjacent parcels will be treated in accordance with the Stormwater Best Management Practices detailed in the 2012 GCEDC Findings. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to stormwater

and all potential impacts to stormwater associated with Project Gateway are adequately analyzed in the STAMP GEIS.

5. Air Emissions. Project Gateway will not be a significant source of air emissions. As detailed in the Odors Addendum, the only byproduct of the facility is the generation of excess oxygen. Further, Project Gateway does not entail the types of activities or operations that require Project Gateway to acquire an Air Facility Permit or that are associated with a significant potential for air emissions. Any impacts to air quality from construction activities will be minor, and temporary, in nature. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to air and all potential impacts to air associated with Project Gateway are adequately analyzed in the STAMP GEIS.
6. Land Management Plan. Project Gateway is not anticipated to create any potentially significant adverse impacts to land resources or land use that were not adequately addressed in the STAMP GEIS or STAMP Findings. Project Gateway will be conducted in phases to allow for the development of ancillary services to support the full operations of the hydrogen production facility. Project Gateway is consistent with uses of the STAMP Site analyzed in the STAMP GEIS, which are commercial and industrial in nature. While there will be temporary and minor impacts to land use as Project Gateway is developed, Project Gateway will not change the intensity or type of uses authorized at the STAMP Site and will be implemented consistent with the Land Management Plan for STAMP. As detailed in the HazMat Plan, Project Gateway does not utilize hazardous materials in the production process, however, small quantities of lubricating and coolant oil are present in pumps, compressors, and transformers. The HazMat Plan confirms that spill prevention measures, including double containment per New York State Department of Environmental Conservation ("NYSDEC") bulk storage requirements, will be included to mitigate any risk to groundwater. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to the Land Management Plan and all potential impacts to land associated with Project Gateway are adequately analyzed in the STAMP GEIS.
7. Site Access. The EAF recites that, at peak capacity, Project Gateway will include up to 16 trips per day for tanker trucks. This will be in addition to approximately 20 new parking spaces servicing the Site. Access will be provided from Crosby Road as well as from a new entrance road from Route 77/63, as recommended in the STAMP Findings. The use of Town of Alabama ("Town") roads to access the Site is not anticipated. The low number of vehicle trips generated from Project Gateway is well below the

traffic levels analyzed in the STAMP GEIS. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to the Site access and all potential impacts to traffic associated with Project Gateway are adequately analyzed in the STAMP GEIS.

8. Land Use/Zoning. The proposed use is consistent with the requirements of the Town zoning laws applicable to the STAMP Site. Project Gateway will be within TD1 which the Town created specifically to authorize establishments engaged in the use, research and development, demonstration, manufacturing and/or distribution of advanced technologies in modern industries such as energy, communications, information and computing technologies, pharmaceuticals and life sciences, including but not limited to semiconductors and semiconductor devices, computing technology and data centers, flat panel display technology and components including light emitting diodes and liquid crystal display, renewable energy, solar photovoltaics, and any related enabler technologies that employ advanced manufacturing techniques and/or resources such as microtechnology or nanotechnology or other manufacturing, industrial or commercial uses appropriate to STAMP. Accordingly, all potential impacts to land use and zoning associated with Project Gateway are adequately analyzed in the STAMP GEIS.
9. Utility Resources. The measures detailed in the STAMP Findings with respect to utility resources are not directly applicable to Project Gateway, and are instead designed to broadly cover the acquisition of utility resources for the STAMP Site as a whole. Nevertheless, the Agency continues to undertake measures consistent with the requirements of the STAMP Findings with respect to utilities and all potential impacts to utilities associated with Project Gateway are adequately analyzed in the STAMP GEIS.
10. Emergency Services. Project Gateway does not entail the types of activities or operations that are associated with a significant potential for affecting public health, such as storing large amounts of hazardous or toxic materials. A small quantity of hazardous materials is included in some of the equipment, as is standard for industrial uses, however, the HazMat Plan details that such materials will be safely contained. A portion of the STAMP Site is listed in the NYSDEC Spills Incidents Database (DEC ID 1505158), however, that incident was listed as "Closed" in 2015 and is not located on the Project Gateway Site. The Emergency Plan lays out detailed policies and procedures to ensure the safe operation of Project Gateway, including the involvement of local emergency responder services. In addition, the Project Narrative details that security personnel will be located onsite at all times. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to emergency services and all potential impacts

to emergency services associated with Project Gateway are adequately analyzed in the STAMP GEIS.

11. Historic/Archaeological Resources. Project Gateway does not contain, nor is it adjacent to, a building, or district which is listed on, or that has been nominated to the State or National Register of Historic Places. Impacts to historic and archaeological resources are analyzed extensively in the STAMP GEIS and resulted in the development and execution of a Programmatic Agreement to ensure appropriate mitigation of impacts to historic and archeological resources. Pursuant to that Programmatic Agreement, the Project Gateway site has been cleared and has no archeological resources present. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to historic and archaeological resources and potential impacts to historic and archaeological resources associated with Project Gateway are adequately analyzed in the STAMP GEIS. It is noted that the Programmatic Agreement also addresses potential impacts of development at the STAMP Site on the adjacent lands of the Tonawanda Seneca Nation. Such potential impacts are addressed in Section 4 below.

Section 3. Based upon the Agency's review of the Environmental Information and investigations of the potential environmental impacts associated with Project Gateway, considering both the magnitude and importance of each potential environmental impact indicated, and upon the Agency's knowledge of the STAMP GEIS and the STAMP Findings as well as the STAMP Site and surrounding area and such further investigations of the Project Gateway and its environmental effects as the Agency has deemed appropriate, the Agency finds that the following additional potential impacts associated with Project Gateway are adequately addressed in the STAMP GEIS and the STAMP Findings:

1. Impact on Groundwater. As detailed in the HazMat Plan, Project Gateway does not utilize hazardous materials in the production process, however, small quantities of lubricating and coolant oil are present in pumps, compressors, and transformers. The HazMat Plan confirms that spill prevention measures, including double containment per NYSDEC bulk storage requirements, will be included to mitigate any risk to groundwater. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to groundwater, and all potential impacts to groundwater associated with Project Gateway are adequately analyzed in the STAMP GEIS.
2. Impact on Flooding. Project Gateway is not located within the 100-Year Floodplain, and the SWPPP confirms that all stormwater generated by Project

Gateway will be managed on-site rather than flowing to adjacent parcels, in accordance with the specific requirements of the 2012 GCEDC Findings Statement. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to flooding, and all potential impacts to flooding associated with Project Gateway are adequately analyzed in the STAMP GEIS.

3. Impact on Plants and Animals. Project Gateway will take place in habitat for various animals noted in the EAF, however, none of these species are listed as threatened or endangered. As detailed in Section 7.6 of the 2012 GCEDC Findings, the development of STAMP "may result in unavoidable alteration of habitats for some non-endangered plant and animal species" however "habitat alteration resulting from the Project will be offset by protection and restoration of key natural area corridors on the Project site, abundant habitat for these species immediately adjacent to the site and in the immediate vicinity of the Project Site, including over 19,000 acres of currently protected conservations lands." Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to plants and animals and all potential impacts to plants and animals associated with Project Gateway are adequately analyzed in the STAMP GEIS.
4. Impact on Agricultural Land Resources. The portion of the Site which includes Project Gateway is not located within an Agricultural District, and the EAF notes that the Site does not contain highly productive soils. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to agricultural resources and all potential impacts to agricultural resources associated with Project Gateway are adequately analyzed in the STAMP GEIS.
5. Impact on Aesthetic Resources. Project Gateway will generally not be visible from any officially designated federal, state or local scenic or aesthetic resource. Project Gateway is located within the STAMP Site, which is anticipated to be a well-developed commercial and industrial area. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to aesthetic resources and all potential impacts to aesthetic resources associated with Project Gateway are adequately analyzed in the STAMP GEIS.
6. Impact on Energy. Project Gateway will result in a large increase in the use of energy, however, a proposed substation is included in Project Gateway to ensure that there are no adverse impacts to the local grid. In addition, the

energy to be utilized by Project Gateway will be clean, renewable energy from the Robert Moses Power Project in Niagara Falls, New York. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to energy and all potential impacts to energy associated with Project Gateway are adequately analyzed in the STAMP GEIS.

7. Impacts on Noise, Odor and Light. As detailed in the Noise Addendum, Project Gateway is anticipated to result in a minor increase in ambient noise levels on the Site. The Noise Addendum includes calculations of the "worst case" scenario for such noise levels. These calculations fall well below the noise levels anticipated in the STAMP GEIS. The Odors Addendum confirms that Project Gateway is not expected to result in any odors as the only emission from the commercial activities on the Site will be pure oxygen. Further, the Lighting Addendum details that that lighting fixtures servicing Project Gateway will be limited to the vicinity of Project Gateway for maintenance and emergency purposes, and that such lights will be Dark Sky Compliant consistent with mitigation requirements in the STAMP Findings. Moreover, any impacts to noise and/or odor from construction activities will be minor, and temporary in nature and have been thoroughly analyzed in the STAMP GEIS. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to noise, odor, and light, and all potential impacts to noise, odor, and light associated with Project Gateway are adequately analyzed in the STAMP GEIS.

Section 4. The STAMP Site is within the ancestral territory of the Tonawanda Seneca Nation ("**Nation**") and is adjacent to its treaty-confirmed, federally-recognized Reservation ("**Nation's Territory**"). The Nation is in the process of conducting a Traditional Cultural Property investigation intended to evaluate the eligibility of the Nation's Territory for listing on the Nation Register of Historic Places ("**National Register**") as a property of religious and cultural significance. While the results of the TCP Investigation are not yet available, for purposes of GCEDC's assessment of the Gateway potential impacts on the Nation's Territory, it is assumed that the Nation's Territory would be eligible for the National Register. Nonetheless, for the reasons cited below, the Agency finds that the Gateway Project will not have an adverse impact upon the Nation's Territory, as a property of religious and cultural significance.

1. Land Use. From a land use perspective, Project Gateway is located towards the center of the STAMP Site, well away from the Nation's boundary. In fact, the STAMP Findings include a substantial buffer along the western edge of the STAMP Site in order to minimize impacts to the Nation and Project Gateway will have no impact upon the buffer.

2. Wastewater. Any wastewater generated by Project Gateway will be treated at the STAMP Site and transported for discharge away from the Nation's Territory. In fact, the Agency is in the final stages of designing and constructing a new Force Main sewer which will discharge wastewater from the STAMP Site approximately 10 miles to the north in Oak Orchard Creek which, ultimately discharges to Lake Ontario. This was done, in large part, to resolve the Nation's concerns that wastewater from the STAMP Site would be discharged upstream from the Nation's Territory or to Tonawanda Creek.
3. Stormwater Discharge. As noted above, the Conceptual SWPPP confirms that stormwater generated by Project Gateway will be managed on-site, and any stormwater which flows to adjacent parcels will be treated in accordance with all regulatory requirements and consistent with the Stormwater Best Management Practices specified in the STAMP Findings.
4. Air Emissions. Project Gateway will not be a significant source of air emissions. As detailed in the Odors Addendum, the only byproduct of the facility is the generation of excess oxygen. Further, Project Gateway will not require an Air Facility Permit or involve activities that are associated with a significant potential for air emissions. Any impacts to air quality from construction activities will be minor, and temporary, in nature.
5. Health and Safety. Project Gateway does not entail the types of activities or operations that are associated with a significant potential for affecting public health, such as storing large amounts of hazardous or toxic materials. As detailed in the HazMat Plan, Project Gateway does not utilize hazardous materials in the production process, however, small quantities of lubricating and coolant oil are present in pumps, compressors, and transformers. The HazMat Plan confirms that spill prevention measures, including double containment per NYSDEC bulk storage requirements, will be included to mitigate any risk to groundwater. The Emergency Plan lays out detailed policies and procedures to ensure the safe operation of Project Gateway, including the involvement of local emergency responder services. In addition, the Project Narrative details that security personnel will be located onsite at all times.
6. Lighting. The Lighting Addendum details that that lighting fixtures servicing Project Gateway will be limited to the vicinity of Project Gateway for maintenance and emergency purposes, and that such lights will be Dark Sky Compliant consistent with mitigation requirements in the STAMP GEIS and STAMP Findings.

7. Noise. The Noise Addendum includes calculations of the "worst case" scenario for such noise levels at the Nation's boundary. These calculations fall well below the noise levels analyzed in the STAMP GEIS, and are well below the average baseline for noise levels documented within the vicinity of Project Gateway as detailed in the STAMP Findings.
8. Archaeological Resources. As noted above, pursuant to that Programmatic Agreement, the Project Gateway Site has been cleared and has no archeological resources present. It is also noted that all archeological work at the STAMP Site has been conducted with participation from the Nation.
9. Traffic. The EAF recites that, at peak capacity, Project Gateway will include up to 16 trips per day for tanker trucks. This will be in addition to approximately 20 new parking spaces servicing the site. Access will be provided from Crosby Road as well as from a new entrance road from Route 77/63, as recommended in the STAMP Findings. The use of Town roads to access the Site is not anticipated. Trucks will not travel through the Nation's Territory.

Section 5. In summary, as detailed above, based upon the Agency's review of the Environmental Information and investigations of the potential environmental impacts associated with Project Gateway, considering both the magnitude and importance of each potential environmental impact indicated, and upon the Agency's knowledge of the STAMP GEIS and the STAMP Findings as well as the STAMP Site and surrounding area and such further investigations of the Project Gateway and its environmental effects as the Agency has deemed appropriate, the Agency finds that all potential environmental impacts associated with Project Gateway are adequately addressed in the STAMP GEIS and the STAMP Findings and that no further SEQR compliance relative to Project Gateway is required.

Section 6. Having considered the Environmental Information, STAMP GEIS and STAMP Findings, and having considered the relevant environmental impacts, facts and conclusions relied upon to meet the requirements of 6 N.Y.C.R.R. § 617.11, and having weighed and balanced the relevant impacts with social, economic and other considerations, the Agency recertifies that:

- (i) The requirements of 6 N.Y.C.R.R. Part 617 have been met; and
- (ii) 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 mitigation measures which were identified as practicable.

Section 7. 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 8. This Resolution 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:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Peter Zeliff	[X]	[]	[]	[]
Matthew Gray	[X]	[]	[]	[]
Paul Battaglia	[X]	[]	[]	[]
Craig Yunker	[X]	[]	[]	[]
Todd Bender	[X]	[]	[]	[]
Amy Vanderhoof	[X]	[]	[]	[]
Chad Klotzbach	[X]	[]	[]	[]

The foregoing Resolution was thereupon declared duly adopted.

SECRETARY'S CERTIFICATION
(Project Gateway SEQR Review)

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:

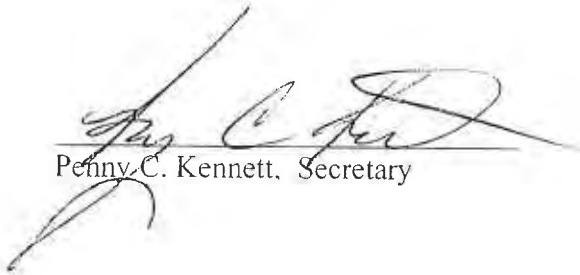
That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on February 4, 2021, with the original thereof on file in the office 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 4th day of February, 2021.


Penny C. Kennett, Secretary

*MAM
3/18/21*

Customer Information

Potential Customer:	<i>DePaul Special Needs</i>	Opportunity Type:	Tax Incentive Lease
Proj. St. Address:	555 East Main Street	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	City of Batavia//	Type of Project:	Expansion
Proj. Description:	2021 DePaul Housing Expansion	New Jobs:	3
Total Capital Investment:	\$3,750,000	Retained Jobs:	13
Incentive Amount:	\$772,966	School District:	Batavia
Benefited Amount:	\$3,750,000	PILOT Applicable:	

Project Information

Organization:			
Opportunity Source:	3rd Party Professional	Date of Public Hearing:	tbd
Initial Acceptance Date:		Inducement Date:	

Opportunity Summary: The partnership is proposing a \$3.75 million expansion project in the City of Batavia. The applicant currently owns and operates a 42 unit building of special needs housing and will construct an additional 20 units for a total of 62 units. The addition will be comprised of two floors with a central elevator, which the existing building lacks, and laundry services and computer lounges will be available on each floor.

The partnership received assistance through GCEDC for its original construction in the form of a 30-year PILOT approved March 1, 2009. DePaul seeks to amend the existing PILOT to account for the additional 20 units at the existing per unit PILOT rate. The additional units would be added to the existing PILOT schedule when they are placed in service, which is estimated to commence as of the due date for the April 1, 2023 City PILOT payment. The total annual PILOT payments would increase by approximately \$7,000 per year for the additional 20 units over the remainder of the additional PILOT. In addition, a sales tax exemption has been requested for the construction of the expansion.

Economic Impact: For every \$1 of public benefit, the company is investing \$2.60 into the local economy

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$3,750,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$0	Equipment (Taxable) / Other Proj Investment:	\$0
Land Cost (Real Estate):	\$0		
Total Capital Investment:	\$3,750,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$180,000	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$0	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$592,966		
Total Estimated Tax Incentives Provided:	\$772,966		

Total Amount Finance:	\$0		
Mortgage Amount:	\$0	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	
City of Batavia:	\$0	Other Amount:	\$0
Chamber of Commerce:			
Total Amount Finance:	\$0		

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3.5

Fiscal & Economic Impact Analysis Model

Date: **3/25/2021**

Company or Project Name: **DePaul**
 Time Horizon of Full Analysis: **17 years**

Annual	Timeframe (Yrs)	Time Horizon Totals	Comments
\$ 3,750,000		\$ 3,750,000	
\$ 1,462		\$ 1,462	
		\$ 23,000	
		\$ 129,388	
		\$ 26,232	
		\$ 2,002,620	

Economic Benefits from Project/Company:
 Project Capital Investment - if appropriate
 Wages / Payroll / Fringes / Benefits DIRECT
 Wages / Payroll / Fringes / Benefits INDIRECT
 Company Production Related Purchases (support COGS/Inventory) in NYS
 Other Company Purchases (Supplies, Materials, Equipment (non-capitalized) in NYS
 Sales / Use Taxes Paid DIRECT and INDIRECT
 Property Taxes Paid
 Municipal Special District Taxes Paid (for district fees et. al.) assessment below
 \$ 980,952

Total Direct Economic Impact:
 Public Costs (tax incentives et.al.) related to Project/Company:
 Industrial Development Agency (IDA) provided Tax Benefits:
 Property Tax Abatements \$ 562,566
 Sales Tax Exemptions \$ 180,000
 Mortgage Tax Exemption \$ -
 IDA Tax Benefits \$ 772,966
 Empire Zone Benefits (expected to be utilized)
 Income Tax Reduction Credit (IRC)
 Real Property Tax Credit (CHPT)
 Sales Tax Exemption (NY)
 Wage Tax Credit
 Investment Tax Credit
 Employment Incentive Credit
 EZ Capital Credits
 s/t Empire Zone Benefits (expected to be utilized)
 Public Grants / PIF
 State Grants
 Federal Grants
 Local Grants/PIF (county/town/village/city)
 s/t Grants/PIF

Total Public Costs (Public Funding/ Grants or Tax Abatements/Exemptions) \$ 772,966

Direct Economic Impact Analysis:	
Benefits / Cost Ratio (Direct Ec Impact / Total Public Cost)	2.6
Public Funding % Direct Economic Impact	38.6%
Private / Public Investment Ratio (Cost or Public Funding / Capital Inv)	4.9
Public Funding % Capital Investment	28.6%

85

3/6/21



3.5

Client Company Investment Project Financial Assistance PROPOSAL

Figures on this Worksheet are estimates only and are subject to change

Project Profile:
Company: DePaul
Date: 3/17/21
Project Description: non-mfg equipment
Project Cost: \$ 3,750,000
Project Cost subject to Sales Tax: \$ 3,750,000
Project Cost to be Financed via Mortgage: \$ 2,250,000
Estimated Assessed value of Real Property/Building upon completion*: \$ 980,952
Jobs Created: next 3 years
Jobs Retained: next 3 years

building cost \$ 3,750,000
non-mfg equipment \$ 3,750,000
 60% bldg cost + non mfg equipt 80%
 sq ft Assessed \$/unit \$ 49,047.62

Start Date: 3/17/21

Applicable GCEDC Products:
Financial Assistance: Cost Reduction Through Tax Savings:
Sale/Leaseback (SLB):

	1 Year View	3 Year View	Project Lifetime	current assessed value
Sales Tax Exemption (Savings)	\$ 180,000	\$ 180,000	\$ 180,000	42 units
Mortgage Tax Exemption (Savings)	\$ -	\$ -	\$ -	49,048
Real Property Tax Abatement (PILOT)	\$ -	\$ -	\$ -	20 new units
Average Abatement (savings %) over project life	0%	0%	0%	980,952 assessed value
PILOT Term in years				
Gross Property Tax Costs	\$ 40,131	\$ 120,392	\$ -	
Payment Schedule (% Real Property Taxes Paid)			100%	
Net Required Property Tax payments per PILOT	\$ -	\$ -	\$ -	
PILOT Real Property Tax Savings (Next taxable year)	\$ 40,131	\$ 120,392	\$ 592,966	
Total Tax Savings via Sale/Leaseback (SLB)	\$ 220,131	\$ 300,392	\$ 772,966	

Financing: Cost Reduction via low cost financing (below prime rate):
Revolving Loan Fund (RLF):

	Term in mo	RLF APR	Prime + 1%
Loan Factors:			
Interest Rate Savings:	\$ -	\$ -	\$ -
Gross Cost Savings via GCEDC programs:	\$ 220,131	\$ 300,392	\$ 772,966

Participation Fees (Costs):

GCEDC Application Fee (non-refundable):	\$ 250
GCEDC Project Fee (% Total Project Cost):	\$ 46,875
Legal Fees: SLB (Contract Development, Documentation, Filing fees)	\$ 25,000
Legal Fees: RLF (Contract Development, Documentation, Filing fees)	\$ 72,125
Total Participation Fees	\$ 148,006

Summary:

Total Costs Savings / Benefits via GCEDC programs(after participation f	\$ 700,841
Total Benefits as % Total Project Cost:	6%
Return on Investment (ROI) = Net Savings / Participation Fees:	19%
	972%

Total Savings \$ 772,966

NOTE: PILOT REAL PROPERTY TAX ABATEMENT EFFECTIVE DATE DEPENDS UPON DATE OF SALE LEASE BACK (SLB) CLOSING COMPARED TO MUNICIPALITIES TAXABLE STATUS DATE

1) IF SLB CLOSING IS SUBSEQUENT TO MUNICIPALITIES TAXABLE STATUS DATE - PILOT WILL BE EFFECTED IN FOLLOWING TAXABLE YEAR AND CURRENT YEAR TAX BILLS WILL BE ADJUSTED ACCORDINGLY

2) IF SLB CLOSING IS SUBSEQUENT TO MUNICIPALITIES TAXABLE STATUS DATE - THERE WILL BE A 12 MONTH DELAY IN PILOT IMPLEMENTATION

PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!

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Gross Property Tax Per Year \$ 40,131

Year of Exemption	Assessed Property taxes	Municipalities Receive/ Tax to be Paid w/ 2.08% escalator from original PILOT	Savings
13	\$40,131	\$ 6,000	\$34,131
14	\$40,131	\$ 6,125	\$34,006
15	\$40,131	\$ 6,252	\$33,879
16	\$40,131	\$ 6,382	\$33,749
17	\$40,131	\$ 6,515	\$33,616
18	\$40,131	\$ 6,651	\$33,480
19	\$40,131	\$ 6,789	\$33,342
20	\$40,131	\$ 6,930	\$33,201
21	\$40,131	\$ 7,074	\$33,057
22	\$40,131	\$ 7,221	\$32,909
23	\$40,131	\$ 7,372	\$32,759
24	\$40,131	\$ 7,525	\$32,606
25	\$40,131	\$ 7,681	\$32,449
26	\$40,131	\$ 7,841	\$32,290
27	\$40,131	\$ 8,004	\$32,127
28	\$40,131	\$ 8,171	\$31,960
29	\$40,131	\$ 8,341	\$31,790
30	\$40,131	\$ 8,514	\$31,617
Total	\$722,354	\$129,388	\$592,966

*Fixed PILOT from 2009- \$300 per unit x 20 Units \$6,000

MMH
3/18/20

Cost-Benefit Analysis for DePaul

Prepared by Genesee County Economic Development Center using InformAnalytics

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Executive Summary

INVESTOR
DePaul Special Needs
Apartments, LP

TOTAL INVESTED
\$3.8 Million

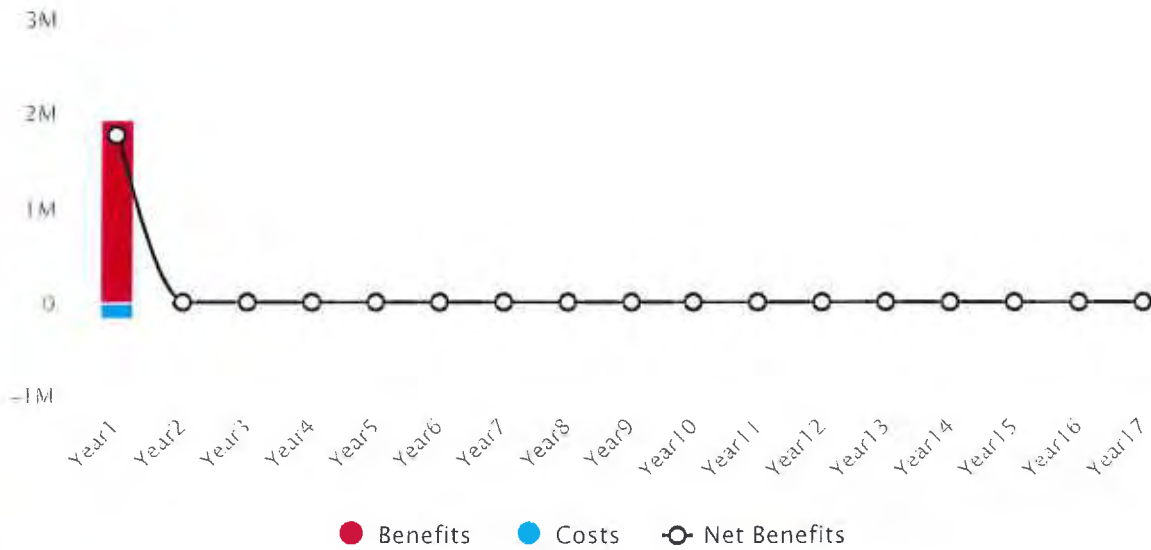
LOCATION
555 East Main Street
Batavia, NY 14020

TIMELINE
17 Years

F1 FIGURE 1

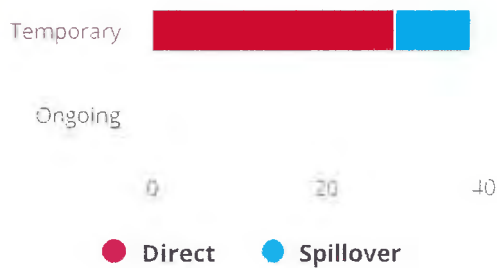
Discounted* Net Benefits for DePaul by Year

Total Net Benefits: \$1,771,000



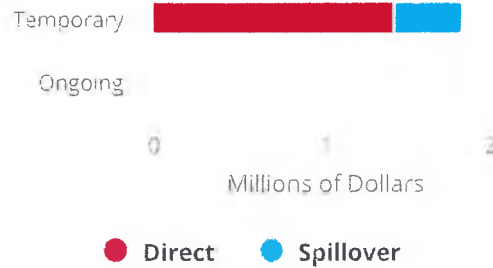
F2 FIGURE 2

Total Jobs



F3 FIGURE 3

Total Payroll



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Proposed Investment

DePaul Special Needs Apartments , LP proposes to invest \$3.8 million at 555 East Main Street Batavia, NY 14020 over 17 years. Genesee County Economic Development Center staff summarize the proposed with the following: Expansion project for existing 42 unit special needs apartments 49,800 sf. The expansion will add 20 units or 20,100 sf for a total 62 units or 70,000 sf facility when completed

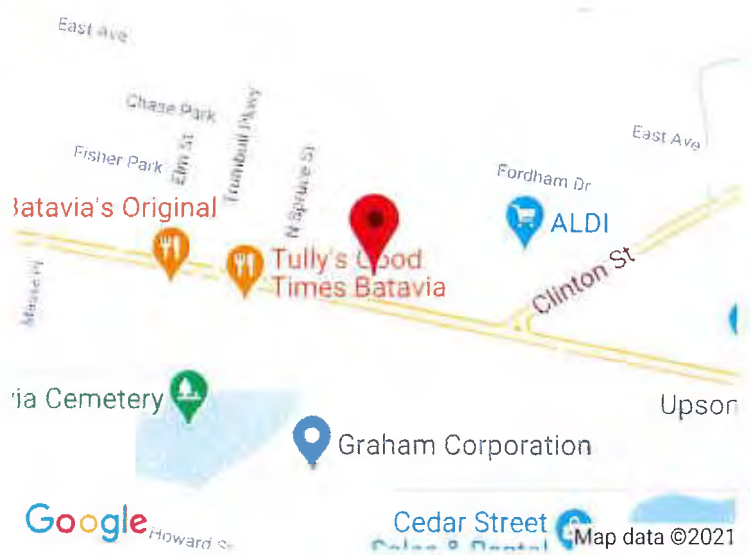
T1 TABLE 1

Proposed Investments

Description	Amount
CONSTRUCTION SPENDING	
20,100 sq ft addition	\$0
	\$3,750,000
Total Investments	\$3,750,000
Discounted Total (2%)	\$3,750,000

F4 FIGURE 4

Location of Investment



May not sum to total due to rounding.

3.5

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Cost-Benefit Analysis

A cost-benefit analysis of this proposed investment was conducted using InformAnalytics, an economic impact model developed by CGR. The report estimates the impact that a potential project will have on the local economy based on information provided by Genesee County Economic Development Center. The report calculates the costs and benefits for specified local taxing districts over the first 17 years, with future returns discounted at a 2% rate.

T2 TABLE 2

Estimated Costs or Incentives

Genesee County Economic Development Center is considering the following incentive package for DePaul Special Needs Apartments , LP.

Description	Nominal Value	Discounted Value*
Sales Tax Exemption	\$178,000	\$178,000
Total Costs	\$178,000	\$178,000

May not sum to total due to rounding.

* Discounted at 2%

3.5

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T3 TABLE 3

State & Regional Impact (Life of Project)

The following table estimates the total benefits from the project over its lifetime.

Description	Direct	Spillover	Total
REGIONAL BENEFITS	\$1,400,000	\$443,000	\$1,843,000
To Private Individuals	\$1,383,000	\$438,000	\$1,821,000
Temporary Payroll	\$1,383,000	\$438,000	\$1,821,000
To the Public	\$17,000	\$5,000	\$23,000
Temporary Sales Tax Revenue	\$17,000	\$5,000	\$23,000
STATE BENEFITS	\$79,000	\$27,000	\$106,000
To the Public	\$79,000	\$27,000	\$106,000
Temporary Income Tax Revenue	\$62,000	\$21,000	\$83,000
Temporary Sales Tax Revenue	\$18,000	\$6,000	\$23,000
Total Benefits to State & Region	\$1,480,000	\$470,000	\$1,949,000
Discounted Total Benefits (2%)	\$1,480,000	\$470,000	\$1,949,000

May not sum to total due to rounding.

T4 TABLE 4

Benefit to Cost Ratio

The following benefit to cost ratios were calculated using the discounted totals.

Description	Benefit*	Cost*	Ratio
Region	\$1,843,000	\$88,000	21:1
State	\$106,000	\$90,000	1:1
Grand Total	\$1,949,000	\$178,000	11:1

May not sum to total due to rounding.

* Discounted at 2%

CGR has exercised reasonable professional care and diligence in the production and design of the InformAnalytics™ tool. However, the data used is provided by users. InformAnalytics does not independently verify, validate or audit the data supplied by users. CGR makes no representations or warranties with respect to the accuracy of the data supplied by users.



Memo
3/18/22

Project Name: DePaul Special Needs Apartments, L.P.

Board Meeting Date: March 25, 2021

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

PROJECT DESCRIPTION:

DePaul Special Needs Apartments, L.P., is proposing a \$3.75 million expansion project in the City of Batavia. The applicant currently owns and operates a 42 unit building of special needs housing, and will construct an additional 20 units for a total of 62 units. The addition will be comprised of two floors with a central elevator, which the existing building lacks, and laundry services and computer lounges will be available on each floor.

The company received assistance through the GCEDC for its original construction in the form of a 30-year PILOT approved March 1, 2009. DePaul seeks to amend the existing PILOT to account for the additional 20 units at the existing per unit PILOT rate. The additional units would be added to the existing PILOT schedule when they are placed in service, which is estimated to commence as of the due date for the April 1, 2023 City PILOT payment. The total annual PILOT payments would increase by approximately \$6,000 for the additional 20 units over the remainder of the additional PILOT. In addition, a sales tax exemption has been requested for the construction of the expansion.

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

Project details: The project plans to create 2.5 FTE's and retain 13 FTE'S with an average salary of \$15-\$22/ hour.

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 \$3.75 million expansion of 20 units (existing 49,800 sq. ft., addition 20,100 sq. ft, total 69,900 sq.ft.)

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.

3.5

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Project details: The project will contribute towards a “livable community” as these mental health patients currently reside in the county without these enhanced services.

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.

Project details: For every \$1 of public benefit the company is investing \$2.6 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:

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 Summer of 2021 and be operational by first quarter of 2023.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Man
3/18/2021

INITIAL RESOLUTION
(Batavia Special Needs Apartments, L.P. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 25, 2021.

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

Resolution No. 03/2021 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION 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, the Agency previously undertook a certain project (the "2009 Project") for the benefit of **BATAVIA SPECIAL NEEDS APARTMENTS, L.P.** (the "Company"), consisting of: (i) the acquisition or retention by the Agency of fee title to or a leasehold interest in certain contiguous parcels of land located at 555 East Main Street in the City of Batavia, Genesee County, New York (collectively, the "Land"), (ii) the razing of certain existing residential buildings located on the Land (the "2009 Existing Improvements"), (iii) the construction and equipping on the Land by the Company of an approximately 42,600 square-foot forty-two (42) unit apartment project for mentally handicapped and mentally challenged adults (the "2009 Improvements") and (iv) the acquisition by the Company in and around the 2009 Improvements of certain items of equipment and other tangible personal property (the "2009 Equipment" and, collectively with the Land, the Original Existing Improvements and the Original Improvements, the "2009 Facility"); and

WHEREAS, by resolution adopted on November 25, 2008, the Agency, among other things, (i) appointed the Company as its agent to undertake the 2009 Project and (ii) authorized financial assistance to the Company with respect to the 2009 Project in the form of (a) a sales and use tax exemption for purchases and rental related to the acquisition, construction and equipping of the 2009 Project, (b) a partial real property tax abatement structured through the

2009 Tax Agreement, and (c) a mortgage recording tax exemption for the financing or re-financing related to the 2009 Project (collectively, the "2009 Financial Assistance"); and

WHEREAS, in connection with the 2009 Project, the Agency and the Company entered into certain agreements, including but not limited to: (i) a certain Lease Agreement, dated as of March 1, 2009 (the "2009 Lease Agreement"), a memorandum of which was recorded in Genesee County Clerk's Office on March 31, 2009, in Liber 873, Page 19; (ii) a certain Leaseback Agreement, dated as of March 1, 2009 (the "2009 Leaseback Agreement"), a memorandum of which was recorded in the Genesee County Clerk's Office on March 31, 2009, in Liber 873, Page 24; and (iii) a certain Payment-in-Lieu-of-Tax Agreement, dated as of March 1, 2009 (the "2009 Tax Agreement"); and

WHEREAS, on or about March 11, 2021, the Company submitted an application (the "Application") requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the retention by the Agency of a leasehold interest in the Land; (ii) the planning, design, construction and operation of an approximately two-story 20,100 square foot addition to the 2009 Improvements consisting principally of approximately twenty (20) affordable housing units, all of which will serve those at 50% Area Median Income, a central elevator, computer lounges, on-site laundry services, community rooms and related amenities (the "Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of machinery, equipment and other items of 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 an agent, financial assistance and project agreement (the "Agent 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 and equipping of the Facility and (b) a partial real property tax abatement structured through the Tax Agreement (collectively, the "Financial Assistance"); and

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 Zelif	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Amy Vanderhoof	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION

(Batavia Special Needs Apartments, L.P. 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 March 25, 2021, 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 March, 2021.

Secretary

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Recommendation for award on force main Contract A and Contract B

Discussion: A total of two (2) bids were received for Contract A: Central Area, which consists of installing 15,500 LF of 20-inch force main via directional drilling method, along NYS Route 63 through the U.S. Fish and Wildlife Service Refuge. Due to regulatory agency requirements, this contract has very restrictive timelines. The work must be substantially complete within 70 days. No work may take place within the Refuge between April 1 and July 15. Work may only take place between Oak Orchard Creek and Fletcher Chapel Road (5,900 LF in Contract A) between August 15 and October 31.

The low bid for Contract A: Central Area was submitted by G. DeVincentis & Son Construction Co., Inc. of Binghamton, New York in the amount of \$9,777,000.00. We have reviewed their qualifications and have discussed their bid in detail. We feel the bid received is a true representation of the costs to complete this project and that the contractor is qualified to complete the contract.

A total of six (6) bids were received for Contract B: North Area, which consists of installing 18,300 LF of 18-inch and 20-inch force main via open cut (14,400 LF) and directional drilling (3,900 LF) methods, along NYS Route 63, from the northern Refuge boundary to the Oak Orchard discharge location north of Shelby Center. Due to regulatory agency requirements, this contract has restrictive timelines. The work must be substantially complete within 180 days. Work may only take place between Oak Orchard Creek and Fletcher Chapel Road (1,800 LF in Contract B) between August 15 and October 31.

The low bid for Contract B: North Area was submitted by Highlander Construction, Inc. of Memphis, New York in the amount of \$5,193,445.00. We have reviewed their qualifications and have discussed their bid in detail. We feel the bid received is a true representation of the costs to complete this project and that the contractor is qualified to complete the contract.

Fund Commitment: Not to exceed \$9,777,000 covered under the \$33 million.

Committee Action Request: We recommend the GCEDC Board pass a resolution "Accepting the bid received from G. DeVincentis & Son Construction Co., Inc. in the amount of \$9,777,000.00, contingent upon contract approval from NYS Empire State Development".

Contract B to be determined.



March 18, 2021

Mr. Mark A. Masse, CPA, Senior VP of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, New York 14020

**RE: STAMP FORCE MAIN
CONTRACT A: CENTRAL AREA & CONTRACT B: NORTH AREA
CPL PROJECT NO.: 15981.00
RECOMMENDATION FOR AWARD**

Dear Mark:

The bids for the above referenced project were opened on March 12, 2021. Bids were opened for two areas: Contract A: Central Area and Contract B: North Area. A copy of our bid tabulation is enclosed for your information and review.

A total of two (2) bids were received for Contract A: Central Area, which consists of installing 15,500 LF of 20-inch force main via directional drilling method, along NYS Route 63 through the U.S. Fish and Wildlife Service Refuge. Due to regulatory agency requirements, this contract has very restrictive timelines. The work must be substantially complete within 70 days. No work may take place within the Refuge between April 1 and July 15. Work may only take place between Oak Orchard Creek and Fletcher Chapel Road (5,900 LF in Contract A) between August 15 and October 31.

The low bid for Contract A: Central Area was submitted by G. DeVincentis & Son Construction Co., Inc. of Binghamton, New York in the amount of \$9,777,000.00. We have reviewed their qualifications and have discussed their bid in detail. We feel the bid received is a true representation of the costs to complete this project and that the contractor is qualified to complete the contract.

A total of six (6) bids were received for Contract B: North Area, which consists of installing 18,300 LF of 18-inch and 20-inch force main via open cut (14,400 LF) and directional drilling (3,900 LF) methods, along NYS Route 63, from the northern Refuge boundary to the Oak Orchard discharge location north of Shelby Center. Due to regulatory agency requirements, this contract has restrictive timelines. The work must be substantially complete within 180 days. Work may only take place between Oak Orchard Creek and Fletcher Chapel Road (1,800 LF in Contract B) between August 15 and October 31.

The low bid for Contract B: North Area was submitted by Highlander Construction, Inc. of Memphis, New York in the amount of \$5,193,445.00. We have reviewed their qualifications and have discussed their bid in detail. We feel the bid received is a true representation of the costs to complete this project and that the contractor is qualified to complete the contract.

It is our understanding that the GCEDC currently has approximately \$10,900,000 available for force main construction, which will not allow both contracts to be awarded at this time. Due to the very restrictive annual time constraints, Contract A: Central Area is a higher priority to award and complete construction this year. The GCEDC could delay a decision for Contract B: North Area by 45 days (April 26) to seek additional funding, or possibly longer if Highlander Construction would agree to honor their bid for a longer period.

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We recommend the GCEDC Board pass a resolution **“Accepting the bid received from G. DeVincentis & Son Construction Co., Inc. in the amount of \$9,777,000.00, contingent upon contract approval from NYS Empire State Development”**.

We also recommend the GCEDC Board pass a resolution **“Tabling the Contract B: North Area bid decision”**.

Alternatively, the GCEDC Board could pass a resolution **“Rejecting the Contract B: North Area bids”**, and the project could be rebid in the future. However, it is unclear if bids for this work will be lower in the future. In addition, work may only take place between Oak Orchard Creek and Fletcher Chapel Road (1,800 LF in Contract B) from August 15 and October 31.

We have also enclosed the Notice of Award for Contract A, which will need to be signed and returned to our office. The Notice of Award will then be forwarded to the Contractor, along with copies of the Agreement and other documents for their execution. When returned, the executed agreements will be sent to GCEDC for your signature. This process generally takes two (2) weeks.

CPL looks forward to working with you and the Contractor to successfully complete this project. If you have any questions or require additional information, please contact me directly.

Very truly yours,

CPL

A handwritten signature in blue ink that reads "Thomas A. Carpenter".

Thomas A Carpenter, P.E.
Vice President

Enclosures

GCEDC

STAMP Force Main

Project No. 15981.00

Bid Opening: March 12, 2021 @ 11 am

Bid Item	Description	Quantity	Unit	G. DeVincentis & Son Construction		EnCompass Pipeline, LLC	
				Unit Price	Base Bid	Unit Price	Base Bid
Base Bid - Contract A: Central Area							
1	Mobilization (shall not exceed 3%)	1	LS	\$ 290,000.00	\$ 290,000.00	\$ 447,000.00	\$ 447,000.00
2	Maintenance and Protection of Traffic Including Signs and Flagperson	1	LS	\$ 265,000.00	\$ 265,000.00	\$ 496,789.85	\$ 496,789.85
3	Erosion Control	1	LS	\$ 262,750.00	\$ 262,750.00	\$ 150,387.47	\$ 150,387.47
4	Rock Removal	250	CY	\$ 200.00	\$ 50,000.00	\$ 2,073.26	\$ 518,315.00
5	Select Granular Fill	1,000	CY	\$ 64.00	\$ 64,000.00	\$ 11.56	\$ 11,560.00
8	Horizontal Directional Drilling with 20-inch Diameter DR-9 DIPS HDPE Sanitary Force Main. Complete	15,500	LF	\$ 490.00	\$ 7,595,000.00	\$ 782.52	\$ 12,129,060.00
10A	Furnish and Install Maintenance Manhole Assembly within the Iroquois National Wildlife Refuge. Complete	12	EA	\$ 60,000.00	\$ 720,000.00	\$ 45,389.10	\$ 544,669.20
11	Furnish and Install Metering Manhole Assembly. Complete	2	EA	\$ 70,000.00	\$ 140,000.00	\$ 43,684.82	\$ 87,369.64
12B	Furnish and Install 20-Inch Butterfly Valve. Complete	28	EA	\$ 9,250.00	\$ 259,000.00	\$ 13,954.92	\$ 390,737.76
14	Gravel Driveway Restoration	25	LF	\$ 250.00	\$ 6,250.00	\$ 402.53	\$ 10,063.25
17	Regrade Existing Access Roads within the Iroquois National Wildlife Refuge	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 41,079.12	\$ 41,079.12
18	Compaction Testing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
19	Field Change Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Total Base Bid - Contract A: Central Area					\$ 9,777,000.00		\$ 14,932,031.29

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GCEDC

STAMP Force Main

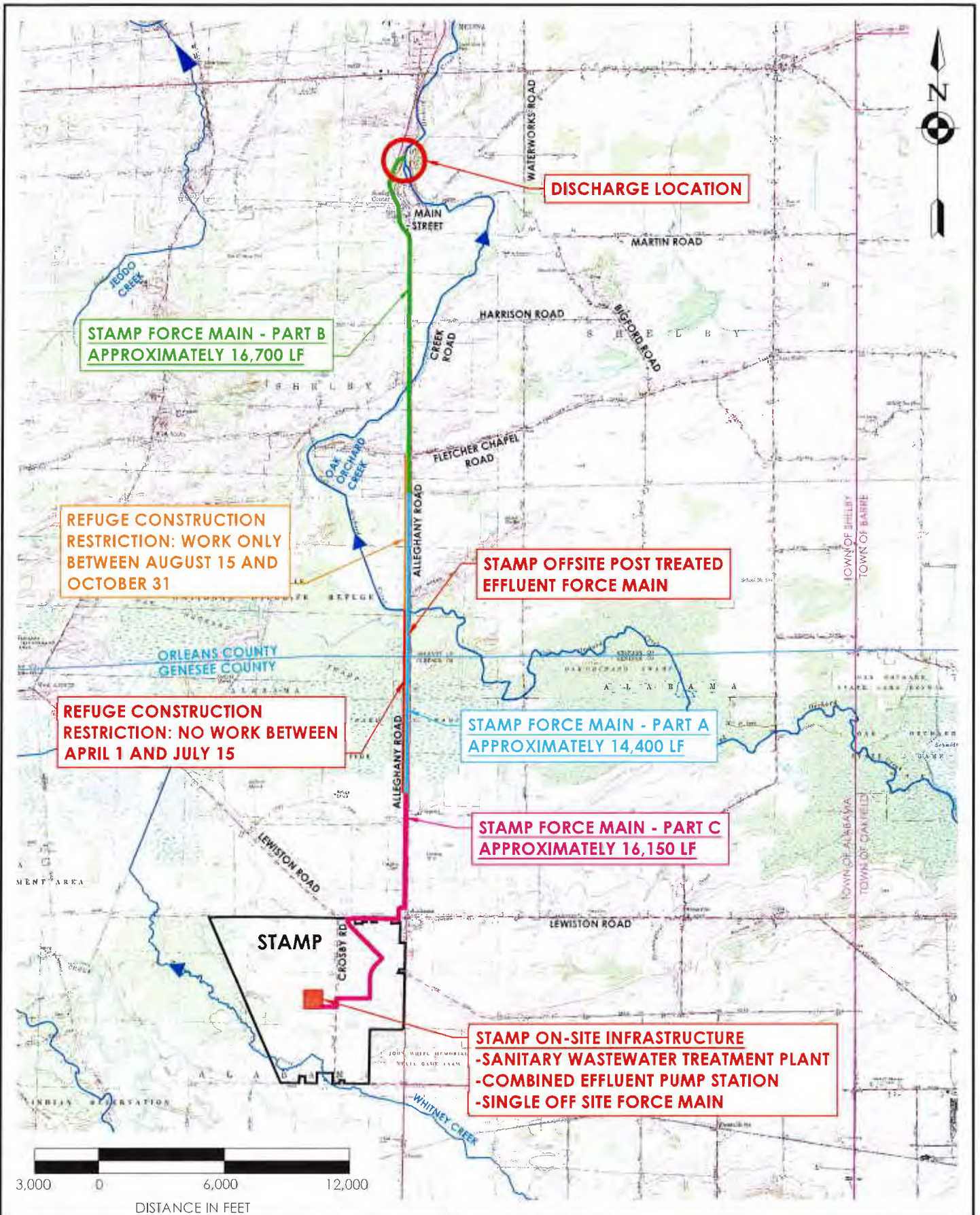
Project No. 15981.00

Bid Opening: March 12, 2021 @ 11 am

Bid Item	Description	Quantity	Unit	Hightinder Construction, Inc.		Mihara Construction, Inc.		T16 Site Contracting, Inc.	
				Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid
Base Bid - Contract B: North Area									
1	Mobilization (not to exceed 1%)	1	LS	\$ 148,000.00	\$ 148,000.00	\$ 150,000.00	\$ 150,000.00	\$ 180,000.00	\$ 180,000.00
2	Maintenance and Protection of Traffic including Signs and Flaggers	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00
3	Erosion Control	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00
4	Rock Removal	1,200	CY	\$ 140.00	\$ 140,000.00	\$ 0.01	\$ 12.00	\$ 30.00	\$ 60,000.00
5	Select Gravel Fill	1,000	CY	\$ 40.00	\$ 40,000.00	\$ 71.00	\$ 71,000.00	\$ 41.75	\$ 41,750.00
6	Remove and Install 18-inch Diameter DR-9 PVC Sanitary Force Main - Complete	11,000	LF	\$ 97.00	\$ 1,067,000.00	\$ 120.00	\$ 1,320,000.00	\$ 130.00	\$ 1,430,000.00
7	Remove and Install 18-inch Diameter DR-9 DIPS HDPE Sanitary Force Main by open cut - Complete	180	LF	\$ 109.00	\$ 19,620.00	\$ 170.00	\$ 30,600.00	\$ 175.00	\$ 31,500.00
8	Horizontal Directional Drilling with 20-inch Diameter DR-9 DIPS HDPE Sanitary Force Main - Complete	1,300	LF	\$ 353.00	\$ 458,900.00	\$ 625.00	\$ 812,500.00	\$ 708.00	\$ 920,400.00
9	Horizontal Directional Drilling with 20-inch Diameter DR-9 HDPE Casing Pipe and 18-inch Diameter DR-9 HDPE DIPS Carrier Pipe - Complete	600	LF	\$ 1,242.00	\$ 745,320.00	\$ 1,300.00	\$ 780,000.00	\$ 1,405.00	\$ 843,000.00
10B	Remove and Install Manholes and Manhole Assembly Outside of the Impacts Right-of-Way - Complete	9	EA	\$ 88,300.00	\$ 794,700.00	\$ 30,000.00	\$ 270,000.00	\$ 95,500.00	\$ 859,500.00
12A	Remove and Install 18-inch Butterfly Valve - Complete	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 9,000.00	\$ 18,000.00	\$ 12,750.00	\$ 25,500.00
12B	Remove and Install 20-inch Butterfly Valve - Complete	2	EA	\$ 2,600.00	\$ 5,200.00	\$ 6,000.00	\$ 12,000.00	\$ 3,800.00	\$ 7,600.00
13	Open Cut Road Crossing	125	LF	\$ 39.00	\$ 4,875.00	\$ 80.00	\$ 10,000.00	\$ 35.00	\$ 4,375.00
14	Gravel Driveway Restoration	450	LF	\$ 60.00	\$ 27,000.00	\$ 10.00	\$ 4,500.00	\$ 20.00	\$ 9,000.00
15	Asphalt Driveway Restoration	325	LF	\$ 122.00	\$ 39,650.00	\$ 50.00	\$ 16,250.00	\$ 65.00	\$ 21,125.00
16	Remove and Install Outlet Structure - Complete	1	LS	\$ 145,000.00	\$ 145,000.00	\$ 120,000.00	\$ 120,000.00	\$ 115,000.00	\$ 115,000.00
18	Companion Testing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
19	Field Change Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Total Base Bid - Contract B: North Area					\$ 5,193,445.00		\$ 5,507,132.00		\$ 6,021,475.00
Bid Item	Description	Quantity	Unit	March Pipeline, Inc.		Acadia Site Contracting, Inc.		SH Generation Construction	
				Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid
Base Bid - Contract B: North Area									
1	Mobilization (not to exceed 1%)	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 210,000.00	\$ 210,000.00	\$ 220,000.00	\$ 220,000.00
2	Maintenance and Protection of Traffic including Signs and Flaggers	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 250,000.00	\$ 250,000.00	\$ 151,950.00	\$ 151,950.00
3	Erosion Control	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 30,000.00	\$ 30,000.00	\$ 100,000.00	\$ 100,000.00
4	Rock Removal	1,200	CY	\$ 78.00	\$ 93,600.00	\$ 1.00	\$ 1,200.00	\$ 125.00	\$ 150,000.00
5	Select Gravel Fill	1,000	CY	\$ 40.00	\$ 40,000.00	\$ 75.00	\$ 75,000.00	\$ 25.00	\$ 25,000.00
6	Remove and Install 18-inch Diameter DR-9 PVC Sanitary Force Main - Complete	11,000	LF	\$ 121.70	\$ 1,338,700.00	\$ 145.00	\$ 1,595,000.00	\$ 112.30	\$ 1,235,300.00
7	Remove and Install 18-inch Diameter DR-9 DIPS HDPE Sanitary Force Main by open cut - Complete	180	LF	\$ 109.00	\$ 19,620.00	\$ 200.00	\$ 36,000.00	\$ 172.00	\$ 30,960.00
8	Horizontal Directional Drilling with 20-inch Diameter DR-9 DIPS HDPE Sanitary Force Main - Complete	1,300	LF	\$ 311.70	\$ 405,210.00	\$ 360.00	\$ 468,000.00	\$ 490.00	\$ 637,000.00
9	Horizontal Directional Drilling with 20-inch Diameter DR-9 HDPE Casing Pipe and 18-inch Diameter DR-9 HDPE DIPS Carrier Pipe - Complete	600	LF	\$ 1,251.00	\$ 750,600.00	\$ 1,300.00	\$ 780,000.00	\$ 80,000.00	\$ 480,000.00
10B	Remove and Install Manholes and Manhole Assembly Outside of the Impacts Right-of-Way - Complete	9	EA	\$ 88,200.00	\$ 793,800.00	\$ 33,000.00	\$ 297,000.00	\$ 90,000.00	\$ 810,000.00
12A	Remove and Install 18-inch Butterfly Valve - Complete	2	EA	\$ 4,177.00	\$ 8,354.00	\$ 15,000.00	\$ 30,000.00	\$ 18,000.00	\$ 36,000.00
12B	Remove and Install 20-inch Butterfly Valve - Complete	2	EA	\$ 2,600.00	\$ 5,200.00	\$ 7,500.00	\$ 15,000.00	\$ 4,750.00	\$ 9,500.00
13	Open Cut Road Crossing	125	LF	\$ 37.20	\$ 4,650.00	\$ 75.00	\$ 9,375.00	\$ 31.75	\$ 3,968.75
14	Gravel Driveway Restoration	450	LF	\$ 12.40	\$ 5,580.00	\$ 10.00	\$ 4,500.00	\$ 20.00	\$ 9,000.00
15	Asphalt Driveway Restoration	325	LF	\$ 43.40	\$ 14,105.00	\$ 17.00	\$ 5,525.00	\$ 22.00	\$ 7,175.00
16	Remove and Install Outlet Structure - Complete	1	LS	\$ 147,000.00	\$ 147,000.00	\$ 120,000.00	\$ 120,000.00	\$ 115,000.00	\$ 115,000.00
18	Companion Testing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
19	Field Change Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Total Base Bid - Contract B: North Area					\$ 6,241,461.00		\$ 7,651,575.00		\$ 7,743,268.00

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6.1



DATE: 12/23/2020
DRAWN: NLC
CHECKED: ARK
SCALE: 1"=6,000'
PROJ. #: XXXX.XX

SANITARY EFFLUENT DISCHARGE LOCATION MAP
 GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
 STAMP OFFSITE POST TREATED EFFLUENT FORCE MAIN
 TOWN OF ALABAMA, NEW YORK STATE

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6.1

NOTICE OF AWARD

Date of Issuance: **March 25, 2021**

Owner: **Genesee County Economic Development Center** Owner's Contract No.:

Engineer: **CPL** Engineer's Project No.: **14351.00**

Project: **STAMP Force Main** Contract Name: **Contract A:
Central Area**

Bidder: **G. DeVincentis & Son Construction Co., Inc.**

Bidder's Address: **7 Belden Street, Binghamton, NY 13903**

TO BIDDER:

You are notified that Owner has accepted your Bid dated **March 12, 2021** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

STAMP Force Main – Contract A: Central Area

The Contract Price of the awarded Contract is: **Nine Million, Seven Hundred Seventy-Seven Thousand Dollars and zero cents (\$9,777,000.00)**

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents has been made available to Bidder electronically.

Five (5) sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner (via Engineer) **Three (3)** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (Performance and Payment Bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Genesee County Economic Development Center**

Authorized Signature

By: **Mark Masse, CPA**

Title: **GCEDC Senior VP of Operations**

Copy: CPL (Engineer)

Construction inspection and administration proposal

Discussion: The GCEDC has received a construction inspection and inspection proposal for the construction of a 20 inch force main transmission line along Route 77 through the USFWS refuge. The contract is broken down into three tasks, with project management at \$76,000, and contract administration of \$178,000 which will be billed as a lump sum percentage of completion. The third task, construction inspection services, will be billed on an hourly basis with a not to exceed amount of \$306,000.

Fund Commitment: Not to exceed \$560,000 covered under the \$33 million.

Committee Action Request: Recommend approval of construction inspection and administration proposal.

March 19, 2021

Mark Masse, Senior Vice President of Operations
Genesee County Economic Development Center
99 Med Tech Drive, Suite 106
Batavia, NY 14020

**RE: STAMP WASTEWATER FORCE MAIN CONSTRUCTION
CONTRACT A CENTRAL AREA (REFUGE)
PROPOSAL FOR ENGINEERING SERVICES**

Dear Mark:

We are pleased to submit our proposal for engineering services related to construction of the Wastewater Force Main for the STAMP site, located in the Town of Alabama and the Town of Shelby.

Our proposal is based on our intimate knowledge of the STAMP project and our significant involvement in its development over the past approximately eleven years. In accordance with the attached concept map, this large 44,750 LF project was separated into three contracts for bidding and construction: Contract A Central Area (Refuge), Contract B North Area (North of Refuge) and Contract C South Area (South of Refuge).

Bids were opened for Part A Central Area and Part B North Area on March 12, 2021. The following scope of work relates to construction services for Contract A Central Area (Refuge) which was recommended for contract award.

The tasks performed as part of this proposal will be completed in accordance with similar tasks performed by CPL for other STAMP subprojects and other GCEDC/GGLDC Shovel Ready projects.

Program Management Construction

Provide meetings and coordination with the Project Team (CPL, GCEDC & Tech Team), municipalities, agencies, and other stakeholders as well as the internal CPL team. Provide budgeting, scheduling, strategy, and funding support to GCEDC.

Construction Administration

Provide contract administration services which include contract agreement preparation, shop drawing review, processing payment requests, preconstruction and project meetings, schedule coordination, budget tracking, preparation of change orders, final inspection and punch list, and preparation of record drawings based upon information provided by the Contractor.

Provide coordination with the Contractor, GCEDC, Town of Alabama, Town of Shelby, and regulatory agencies.

Provide administration services relating to funding and regulating agency requirements which include NYS ESD, USFWS, NYS DEC, USACE, NYS DOT, and MWBE.



Construction Inspection

Provide qualified Resident Inspectors to monitor construction and the Contractor's compliance with the Contract Documents. The Resident Inspectors will serve as GCEDC's onsite representatives on the project, maintain detailed records of the work performed, document payments to the contractor, handle concerns and complaints from residents affected by the project, and coordinate with regulatory agencies and utilities.

Proposed Fees

The attached "STAMP Force Main Contract A Engineering Fee Estimate" provides a breakdown of our proposed Scope of Work for this project including Phases, Tasks, Man-Hours, and Fees. A summary of the proposed Tasks and Fees is provided as follows.

Contract A Central Area (Refuge)

Phase	Fee
1. Project Management	\$ 76,000
2. Construction Administration	\$178,000
3. Construction Inspection	<u>\$306,000</u>
Contract A Central Area (Refuge) Total	\$560,000

We propose to provide Phase 1 and 2 services on a lump sum and percentage of completion basis. We propose to complete Phase 3 Construction Inspection services on an hourly basis with the following hourly rates for the duration of this project:

Construction Team Member	Hourly Rate
Inspector	\$85
Chief Inspector	\$95
Project Manager	\$125

We appreciate the opportunity to submit our proposal and welcome the opportunity to assist you with this construction effort. Upon your review, should you have any questions, please contact me at (585) 402-7595.

Very truly yours,

CPL

Thomas A. Carpenter, P.E.
Vice President

Enclosures

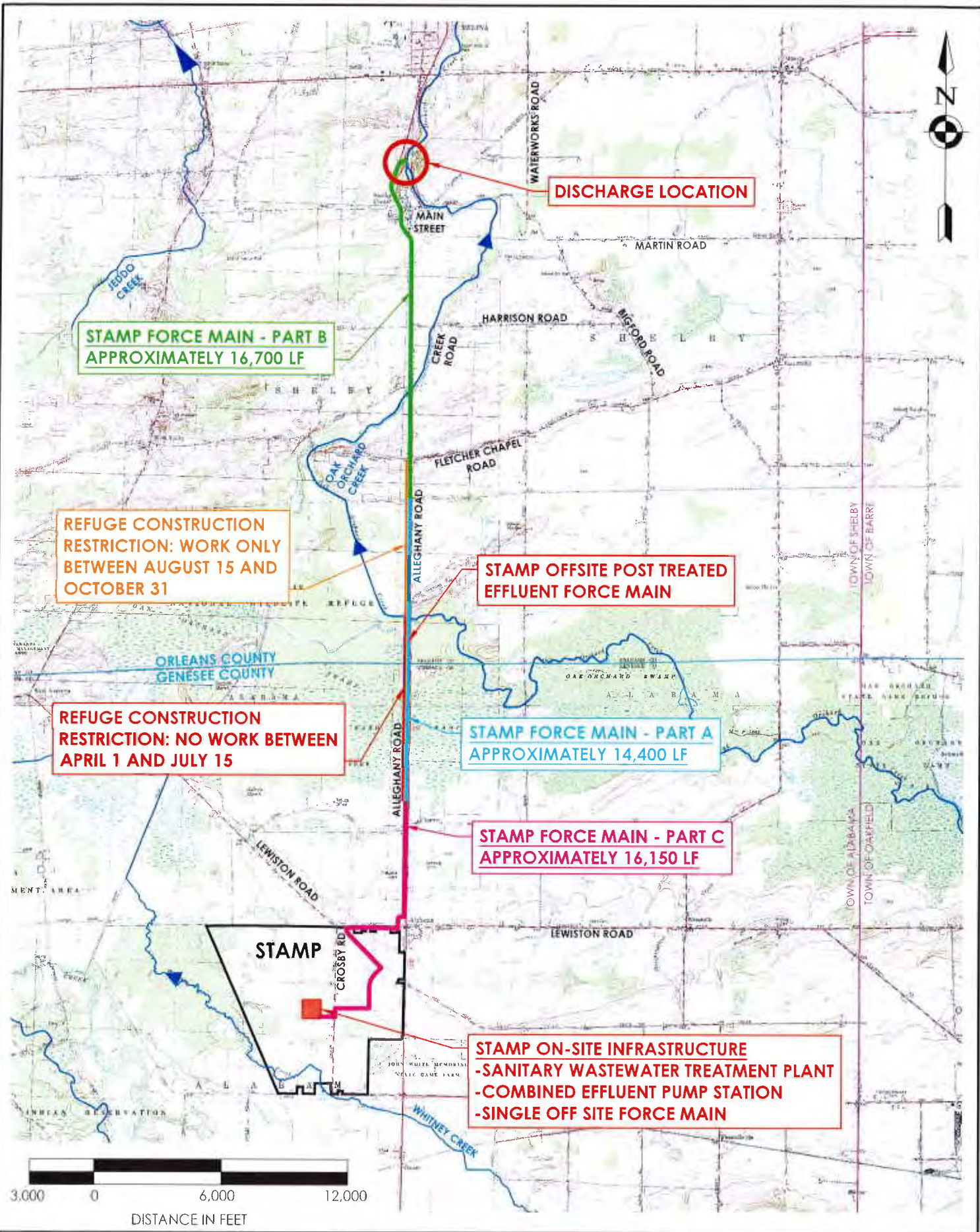
Authorization By:

Signature: _____
GCEDC/GGLDC

Date: _____

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DATE:	12/23/2020
DRAWN:	NLC
CHECKED:	ARK
SCALE:	1"=6,000'
PROJ. #:	XXXX.XX

SANITARY EFFLUENT DISCHARGE LOCATION MAP
 GENESSEE COUNTY ECONOMIC DEVELOPMENT CENTER
 STAMP OFFSITE POST TREATED EFFLUENT FORCE MAIN
 TOWN OF ALABAMA, NEW YORK STATE

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STAMP Force Main Contract A (Refuge)
 Engineering Fee Estimate
 Date: 3/19/2021

Tasks	Man-Hours										Fee	
	Resource Principal	Principal	Sr Proj Managers	Project Managers	Engineers	Drafters	Inspector	Chief Inspector				
Contract A Central Refuge												
1. Program Management												
Miscellaneous Expense		40	107	160	40	0	0	0	0	0	0	\$ 5,000
Project Management	9	41	80	0	0	0	0	0	0	0	0	\$ 50,990.00
STAMP Program Management												\$ 25,505.00
Subtotal	9	81	187	160	40	0	0	0	0	0	0	\$ 76,500.00
2. Construction Administration												
Miscellaneous Expense												
Contract Administration, Coordination (Contractor, GC/EDC, Tech Team, Alabama) & Agency Requirements (Shelby, NYS ESD, MWBE, USWFS, NYS DOT, NYS DEC, USA)	8	80	200	400	800	27	0	0	0	0	0	\$ 9,000
Subtotal	8	80	200	400	800	27	0	0	0	0	0	\$ 178,625.00
3. Construction Inspection												
Miscellaneous Expense	0	0	0	240	0	0	1900	1200	1200	0	0	\$ 730.00
Onsite Construction Inspection	0	0	0	240	0	0	1900	1200	1200	0	0	\$ 305,500.00
Subtotal	0	0	0	240	0	0	1900	1200	1200	0	0	\$ 306,230.00
Contract A Subtotal												\$ 561,364.00

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Mark Masse

STAMP Committee

March 23, 2021

Final engineering, bidding and construction inspection proposal

Discussion: The GCEDC has received a final engineering, bidding and construction inspection proposal for the extension of a 12 inch water main transmission line from Route 77 along STAMP Drive and Crosby Road, as well as the rebuild of a portion of Crosby Road from STAMP Drive south. This will be necessary infrastructure to support a project at STAMP.

Fund Commitment: Not to exceed \$75,000 covered under the \$33 million.

Committee Action Request: Recommend approval of Final engineering, bidding and construction inspection proposal.

January 28, 2021

Mark Masse, Senior Vice President of Operations
Genesee County Economic Development Center
99 Med Tech Drive, Suite 106
Batavia, NY 14020

**RE: STAMP CROSBY ROAD RECONSTRUCTION AND ONSITE WATER
FINAL ENGINEERING, BIDDING AND CONSTRUCTION
PROPOSAL FOR ENGINEERING SERVICES**

Dear Mark:

We are pleased to submit our proposal for engineering services related to the final engineering, bidding, and construction of the Crosby Road Reconstruction and Onsite Water for the STAMP site located in the Town of Alabama.

Our proposal is based on our intimate knowledge of the STAMP project and our significant involvement in its development over the past approximately eleven years. This proposal addresses the need for new onsite infrastructure related to potential tenants interested in locating at the park. Our proposal assumes that approximately 1,800 LF of Crosby Road will be reconstructed and approximately 5,000 LF of new water main will be installed along the Main Entrance from Route 77 and along a portion of Crosby Road. Our proposal assumes that the water work and the road reconstruction will be bid as one contract during the bidding process.

The tasks performed as part of this proposal will be completed in accordance with similar tasks performed by CPL for other STAMP subprojects and other GCEDC/GGLDC Shovel Ready projects.

Final Engineering and Permitting

Engineering of both the Crosby Road reconstruction and water main extension were started in 2016-2017. The following items remain to be completed:

- Crosby Road Reconstruction
 - Final design for snowmobile crossing at 42-inch culvert crossing.
 - Final grading design.
 - Permitting for the proposed 42-inch culvert crossing (JPA required).
 - Specifications.
- Water Main Extension
 - Specifications



Bidding

Provide up to twenty (20) sets of plans, specifications, and contract documents to be issued to prospective bidders.

During the bidding period, we will respond to bidders' questions and issue any addenda required for the interpretation and clarification of the bidding documents.

We will attend the bid opening, review bids for compliance with the bid requirements and mathematical correctness, prepare a bid tabulation, investigate bidders' qualifications, and prepare a written recommendation for the award of the contract.

Construction Administration

Provide contract administration services which include contract agreement preparation, shop drawing review, processing payment requests, preconstruction and project meetings, schedule coordination, budget tracking, preparation of change orders, final inspection and punch list, and preparation of record drawings based upon information provided by the Contractor.

Provide coordination with the Contractor, GCEDC, Town of Alabama, Genesee County Highway, National Grid, NYS DOT, and regulatory agencies.

Provide administration services relating to funding and regulating agency requirements which include NYS ESD, NYS DEC, USACE, NYS DOT, and MWBE.

Construction Inspection

Provide a qualified Resident Inspector to monitor construction and the Contractor's compliance with the Contract Documents. The Resident Inspector will serve as GCEDC's onsite representative on the project, maintain detailed records of the work performed, document payments to the contractor, handle concerns and complaints from residents affected by the project, and coordinate with regulatory agencies and utilities.

Proposed Fees

The attached "STAMP Crosby Road Reconstruction and Onsite Water Construction Engineering Fee Estimate" provides a breakdown of our proposed Scope of Work for this project including Phases, Tasks, Man-Hours, and Fees. A summary of the proposed Tasks and Fees is provided as follows.

Task	Fee
1. Final Engineering and Permitting	\$10,000
2. Bidding	\$ 7,000
3. Construction Administration	\$22,000
4. Construction Inspection	\$36,000
Crosby Road and Onsite Water Construction Total	\$75,000

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We propose to provide these services on a lump sum and percentage complete basis, except for the Construction Inspection which will be completed on an hourly not-to-exceed basis. Construction Inspection will be billed at \$90/hour and we have assumed a 400-hour construction schedule.

We appreciate the opportunity to submit our proposal and welcome the opportunity to assist you with this bidding effort. Upon your review, should you have any questions, please contact me at (585) 402-7506.

Very truly yours,

CPL

Andrew R. Kosa, P.E.
Principal Associate

Enclosure

Authorization By:

Signature: _____
GCEDC/GGLDC

Date: _____

STAMP Crosby Road Reconstruction and Onsite Water Construction
 Engineering Fee Estimate

Date: 1/26/2021

Crosby Road Reconstruction and Onsite Water Construction

Tasks	Man-Hours										Inspector	Fee
	Resource Principal	Principal	Sr Proj Managers	Project Managers	Engineers	Drafters	Surveyor	Inspector	Fee			
1. Final Engineering and Permitting												
Final Crosby Road Reconstruction Design		1	4	2	10	16						\$ 3,625.00
Permitting Culvert Crossing		1	4		8	16						\$ 2,880.00
Specifications (both road and water)	0	1	4		12	16						\$ 3,545.00
Subtotal	0	2	12	2	30	48						\$ 10,050.00
2. Bidding												
Bidding Administration	0	2	6	10	20	12						\$ 7,090.00
Subtotal	0	2	6	10	20	12						\$ 7,090.00
3. Construction Administration												
Contract Administration	0	2	4	20	60	16						\$ 12,050.00
Coordination with involved parties (GCEDC, Alabama, County, N Grid, NYS DOT,)	0	4	2	10	8	0						\$ 3,640.00
Agency Requirements Administration (NYS ESD, MWBE, NYS DOT, NYS DEC, USACE, N Grid)	0	4	0	12	24	12						\$ 6,300.00
Subtotal	0	10	6	42	92	28						\$ 21,990.00
4. Construction Inspection												
Onsite Construction Inspection	0	0	0	0	0	0					400	\$ 36,000.00
Subtotal	0	0	0	0	0	0					400	\$ 36,000.00
Crosby Road Reconstruction and Onsite Water Construction Total Fees												\$ 75,130.00

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PARTNER FEE AGREEMENT

THIS PARTNER FEE AGREEMENT, effective as of the 25th day of March , 2021 (this "Agreement"), is by and between Genesee County Economic Development Center "GCEDC" (Company), located at 99 MedTech Drive Batavia, NY 14020 and Gary Homonai, a Professional Business Development Consultant with a business located 922 Steel House Blvd., Charlotte, NC 28205 ("Contractor").

WHEREAS, GCEDC desires to retain Contractor to perform certain services, and Contractor desires to perform such services, for and on behalf of GCEDC in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Contractor is an independent contractor.** Contractor's relationship to GCEDC is as an independent contractor. Contractor acknowledges that this Partner Fee Agreement is not an employment contract. Consequently, any payments set forth in this letter agreement shall not be deemed to be wages, and therefore, shall not be subject to any withholdings or deductions. In addition, nothing contained herein shall be construed to create a relationship of employer and employee between Contractor (or Contractor's employees and/or contractors, if any) and GCEDC. All payments made by GCEDC to Contractor shall be reflected on an Internal Revenue Service Form 1099 (and any other form required by federal, state or local taxing authorities), and Contractor shall be responsible for paying all applicable taxes related to the performance of services hereunder, including, but not limited to, income, social security, Medicare and self-employment taxes. In no event shall Contractor hold itself (or its employees and/or contractors, if any) out to be an employee of GCEDC to any third party, including, but not limited to, any client, customer, or vendor of GCEDC. Contractor shall have no authority to bind GCEDC in any matter.

2. **Term of Agreement.** Unless otherwise terminated, the term of this Agreement shall commence as of the date set forth above and shall continue for a term of one year or until either party terminates this contract, with or without cause, upon at least thirty (30) days' written notice/email.

3. **Contractor will perform Services for GCEDC.** The contractor must provide a new "customer verification" letter to stake his claim on any client/project(s) in writing/email to verify to GCEDC this is a new prospect. GCEDC will in return, review and verify in writing/email to contractor that this is a new client/project and the partner fee agreement will commence. During the term of this signed customer verification/form letter , Contractor shall provide exclusive Business Development services, as requested by GCEDC (the "Services") and only GCEDC for this prospect.

4. **Contractor sets methods and service hours.** Contractor shall choose when (days and times), where, and how it will perform the Services under this Agreement, free of supervision or direction from the Company.

5. **Partner Fees.** GCEDC shall pay Contractor a one-time fee equal to 10% of GCEDC's 1.25% benefitted project amount origination/administration fee per GCEDC Financial Assistance Application - for the Services under this Agreement. Such fee shall be payable by GCEDC if and only when GCEDC shall have actually received the 1.25% fee. Contractor shall submit the signed (by both parties) "customer verification" letter as an invoice detailing the Services provided at Project's closing date with GCEDC at 99 MedTech Drive Batavia, NY 14020. Company shall pay Contractor (or heirs) by check in proportionate to the agreed upon Project's

payment terms within 30 days of receiving Projects' origination/administration fee payments into GCEDC's account. The parties understand and agree: (i) the above referenced fee is payable by GCEDC only upon receipt of its full 1.25% origination/administration fee; (ii) the above referenced fee is a one-time fee and does not apply to any expansion or addition to the original project; (iii) the term of this contract for payment is five (5) years post submission of said customer verification letter/invoice by partner .

Example based on above \$700,000,000 benefitted amount for a project:

GCEDC Fee = 1.25% or \$8,750,000

*Partner Fee = 10% would be \$875,000- less any contractor's time, travel and related expenses paid from GCEDC expense reports accumulated for the project

GCEDC will pay out partner fee - after project origination/administration fees are received.

6. ***Additional compensation and/or benefits; Out-of-Pocket Expenses.*** The Partner Fee Agreement will allow for GCEDC to approve time, travel and related expenses. The time, travel and related expenses must be approved in advanced by GCEDC and will be paid within 30 days after contractor submits an expense report . *The contractor will be paid \$250/day for the time portion related to travel referenced on his expense report plus other travel related expenses and it will be subtracted from the Partner Fee as referenced in the section above. Contractor will not be entitled to any other payments, benefits, or compensation, including, but not limited to pension, health benefits, vacation pay, sick pay or other fringe benefits from GCEDC. Contractor shall be responsible for non-approved expenses incurred by Contractor in the course of providing Services under this Agreement.

7. ***Full authority and no conflicts of interest.*** Contractor expressly represents and warrants that, as of the date of the signing of this Agreement, Contractor is free to enter into this Agreement and is not a party to any contract or agreement which will or may restrict in any way Contractor's ability to fully perform its responsibilities under this Agreement. Contractor also represents that it is unaware of any conflicts of interest that would or could prevent or restrict in any way its ability to fully perform its responsibilities under this letter agreement. Contractor represents that it will immediately inform Company of any potential conflicts of interest that arise during the pendency of this Agreement.

8. ***Indemnification.*** The Contractor shall indemnify, defend and hold Company and its employees, officers and directors harmless from any claims, losses, liabilities or expenses it or its affiliates or subsidiaries may suffer, including reasonable attorneys' fees, which may be imposed on Company or any of its employees, officers and directors as a result of any act or omission or alleged act or omission by Contractor.

The Company shall indemnify, defend and hold Contractor and its employees, officers and directors harmless from any claims, losses, liabilities or expenses it or its affiliates or subsidiaries may suffer, including reasonable attorneys' fees, which may be imposed on Contractor or any of its employees, officers and directors as a result of any act or omission or alleged act or omission by Company.

9.. ***Assignment.*** This Agreement, and the rights and obligations hereunder, may not be assigned by Contractor without the express written consent of GCEDC.

10. ***Confidential Information.*** Contractor shall not use for any purpose (other than as necessary to perform the Services contemplated hereby), disclose to any person, or keep or make copies of any "Confidential Information," as defined hereinafter. For purposes of this Agreement, "Confidential Information" shall mean any and all information as deemed by the project.

11. ***Entire Agreement.*** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements between Contractor and [Company] related

to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

12. **Severability.** If any provision of this Agreement shall be deemed to be unenforceable, the remaining provisions shall, to the extent possible, be carried into effect taking into account the general purpose and spirit of this Agreement.

13. **Waiver.** Any failure or delay on the part of either party in exercising its rights shall not operate as a waiver of such rights, nor shall a single or partial exercise preclude any further exercise of any right, power or privilege by any party.

14. **Governing Law; Venue.** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of laws principles thereof. Any court action concerning this Agreement shall be brought in the state or federal courts of the County of Genesee, State of New York.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

16. **Limitation of Liability.** Neither Party shall be liable for any lost revenue, lost profits, or other indirect, special, incidental or consequential damages. Without limiting the forgoing, in no event shall aggregate, cumulative liability of either Party under this Agreement for any cause whatsoever exceed the amount paid to Contractor under Section 6 for the time portion related to travel at the day rate of \$250 to pursue this prospect.

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

FOR [COMPANY]

By: _____

Title: _____

FOR CONTRACTOR:

By: Gaby W Homara

Title: 03/03/2021