

**Genesee County Economic Development Center
Meeting Agenda**
Thursday, March 30, 2023
Location: 99 MedTech Drive, Innovation Zone

PAGE #

- 1.0 Call to Order 4:00 pm**
 - 1.1 Enter Executive Session 4:00 pm**
Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:
 - 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.
 - 2. Discussions regarding proposed, pending or current litigation.
 - 1.2 Enter Public Session 4:35pm**
- 2.0 Chairperson's Report & Activities 4:35pm**
 - 2.1 Upcoming Meetings:**
Next Scheduled Board Meeting: Thursday, May 4th at 4 p.m.
Audit & Finance Committee Meeting: Tuesday, May 3rd at 8:30 a.m.
Governance & Nominating Committee Meeting: May 4th at 3 p.m.
STAMP Committee Meeting: Wednesday, May 3rd at 8:00 a.m.
 - 2.2 Agenda Additions / Deletions / Other Business **Vote**
 - 2.3 Minutes: March 2, 2023 **Vote**
- 3.0 Report of Management – 4:40pm**
 - 3.1 Valiant Real Estate/NY Bus Sales – Authorizing Resolution (STE Increase) **Vote - C. Suozzi**
 - 3.2 Land Pro – Authorizing Resolution (STE Increase) **Vote - C. Suozzi**
 - 3.3 Apple Tree Acres / J. Rental – Authorizing Resolution (STE Increase) **Vote - C. Suozzi**
 - 3.4 GSPP Route 262, LLC – Initial Resolution **Vote – C. Suozzi**
 - 3.5 Workforce Development Update - C. Suozzi & S. Eigenbrod**
 - 3.6 Revisions to Application for Financial Assistance **Vote – M. Masse**
 - 3.7 Public Authorities Annual Report **Vote – L. Farrell**
- 4.0 Audit & Finance Committee – M. Gray 5:00pm**
 - 4.1 12/31/22 Audit **Vote**
 - 4.2 PSA for Apple Tree Acres (Oxbo) **Vote**
 - 4.3 Loewke Brill Contract for Pembroke Project **Vote**
- 5.0 Governance & Nominating Committee – C. Yunker 5:10pm**
 - 5.1 Nothing at this time.**
- 6.0 STAMP Committee – C. Yunker 5:10pm**
 - 6.1 Phillips Lytle for Business Park Association Formation **Vote**
 - 6.2 Survey for Edwards Genesee Real Estate Transactions **Vote**
 - 6.3 CC Environment & Planning Contract **Vote**
 - 6.4 Ground Lease for Plug Power **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 2, 2023
Location: 99 MedTech Drive, Innovation Room
4:00 PM

GCEDC MINUTES

Attendance

Board Members: M. Gray, C. Kemp, M. Clattenburg, C. Yunker, P. Battaglia, P. Zeliff
Staff: M. Masse, S. Hyde, L. Casey, J. Krencik, L. Farrell (Video Conference), P. Kennett
Guests: D. Cunningham (GGLDC Board Member), J. Tretter (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), T. Felton (GGLDC Board Member), R. Gaenzle (Video Conference), G. Torrey (GGLDC Board Member)
Absent: T. Bender

1.0 Call to Order

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

1.1 Enter Executive Session

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:01 p.m. for the following reasons:

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

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

1.2 Enter Public Session

P. Battaglia made a motion to enter back into public session at 4:54 p.m., seconded by C. Yunker and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, March 30th at 4:00 p.m.
Audit & Finance Committee Meeting: Thursday, March 30th at 3:00 p.m.
STAMP Committee Meeting: Wednesday, March 29th at 8:00 a.m.

2.2 Agenda Additions / Deletions / Other Business –

C. Yunker made a motion to add Project Origination Fee – Nexgistics as agenda item 3.3; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

2.3 Minutes: February 2, 2023 – M. Clattenburg stated that the motion for agenda item 2.3 on the February 2, 2023 minutes was seconded by M. Gray, not M. Clattenburg.

M. Clattenburg made a motion to accept the February 2, 2023 minutes with the above mentioned change; the motion was seconded by M. Gray. Roll call resulted as follows:

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

The item was approved as presented.

3.0 Report of Management

3.1 Horizon Acres Associates - Horizon Acres Associates, Inc. is seeking to develop six flex commercial/industrial facilities that will total 1,500,000 square feet in the Town of Pembroke on 115 buildable acres near the NYS Thruway exit.

Horizon Acres Associates, Inc. is a developer that will offer the buildings for sale or lease to tenants fitting the current Pembroke Interchange zoning.

The \$142 million total project will be completed in phases, and projects to create 400 FTE's at full build-out.

Horizon Acres Associates, Inc. is requesting assistance from the GCEDC with a sales tax exemption estimated at \$6,240,000, a property tax abatement estimated at \$11,961,000 based on incremental increase in assessed value via new traditional PILOT, and a mortgage tax exemption estimated at \$1,136,000 for a total of approximately \$19,337,000 in estimated tax incentives.

A public hearing was held on January 30, 2023. A summary of the comments and discussion that took place during the public hearing was included with the meeting materials.

3.1a UTEP - The Board acknowledged that the UTEP was provided with meeting materials and concurs with each criterion. See the Statement of Compliance of Project Criteria listed in the Uniform Tax Exemption Policy (UTEPP), attached to the minutes for additional Project details and Board approvals.

3.1b Final Resolution -

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 JANUARY 30, 2023, WITH RESPECT TO THE HORIZON ACRES ASSOCIATES INC. (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 PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF THE STATE OF NEW YORK; 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.

M. Clattenburg made a motion to accept Final Resolution #03/2023-01, authorizing incentives as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3.2 Appointment of Member to NY Green - The GCEDC Board is required to pass a resolution that designates an individual from the GCEDC to serve as a standing member to the NY Green Board of Directors as stated in the NY Green By-Laws.

The NY Green Board has requested that the GCEDC pass another resolution designating the representative from the GCEDC to serve on their Board of Directors.

P. Battaglia made a motion to accept the resolution appointing the GCEDC's Senior VP of Operations to the NY Green Board of Directors; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

3.3 Project Origination Fee – Nexgistics – Nexgistics requested that their project origination fee is split into three payments. Seventy-five thousand dollars is required at closing, another \$75,000 will be required at 6 months from closing and a final payment of \$70,000 will be required at 12 months from closing.

P. Battaglia made a motion to approve the split payment of the Nexgistic’s project origination fee as outlined above; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

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 12/31/22. As of 12/31/22, cash balances were fully collateralized. The report will be submitted into PARIS and posted on the website.

This item was recommended for approval by the Committee.

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

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

The item was approved as presented.

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 item was recommended for approval by the Committee.

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

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

The item was approved as presented.

4.3 County Mowing Contract - The GCEDC Received a proposal for mowing of the stormwater pond at STAMP for 2023. This is included in the 2023 GCEDC budget as presented to the Committee at a previous meeting.

Fund commitment: \$2,800 from operational funds of STAMP. This amount was included in the 2023 GCEDC budget that was reviewed by the Board previously.

Board action request: Approval of mowing contract for \$2,800 with Genesee County Highway Department.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the Genesee County Highway Mowing Contract not to exceed \$2,800 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Authority Self-Evaluation of Prior Year Performance - Public Authorities are required to perform a self-evaluation of prior year’s goals/measurements annually. This report shows the results against the goals and measurements that were set for 2022. This report will be posted to the website.

M. Masse stated that the Agency set a goal of capital investment commitment of \$35M for 2022. The actual result from projects was \$33M for 2022. If projects that exceed \$50M in capital investment were included (Rochester Regional Health and YMCA Healthy Living Campus), the total for the year is \$97 million. The Agency also pledged to create 90 jobs from projects in 2022. These projects resulted in 16 jobs pledged in 2022. If projects that exceed \$50M in capital investment were included (Rochester Regional Health and YMCA Healthy Living Campus), the total jobs pledged for the year is 117. M. Masse reviewed, in detail, all agency performance results relative to 2022 goals.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the Authority Self-Evaluation of Prior Year Performance as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

5.2 Mission Statement & Measurement Report - The Authority’s Board must annually review the authority’s mission statement and performance goals to ensure that its mission has not changed and that the authority’s performance goals continue to support its mission.

Upon careful consideration, an amended mission statement is being brought forward for consideration and is as follows:

The GCEDC is the primary economic development agency in Genesee County, NY. The GCEDC's mission is to facilitate local economic growth and development which fosters investment and job creation for the benefit of our residents and children. We do this by offering financial assistance, real estate solutions, workforce development programming and placemaking options in order to build back local and regional manufacturing and by supporting the continued growth and success of our local businesses all across Genesee County.

This report will be posted to the website and submitted into PARIS.

M. Masse stated that the capital investment and job creation goals are based on an average of the last four years of actual pledged capital investment and job creation. Mega projects are removed from this average. M. Masse recommends that the Agency set a goal of capital investment commitment of \$47M for 2023, which does not include any Mega projects (over \$50M capital investment commitment). M. Masse also recommends the Agency set a job creation goal of 93 jobs from projects in 2023, which doesn't include any mega projects. The other suggested goals are over-arching goals that the entire staff can work towards achieving and are still consistent with the Agency's mission.

C. Yunker read the Governance Certification to the Board:

- 1. Have the board members acknowledged that they have read and understood the mission of the public authority?**

Board of Directors Response: Yes

- 2. Who has the power to appoint management of the public authority?**

Board of Directors Response: The Board of Directors

- 3. If the Board appoints management, do you have a policy you follow when appointing the management of the public authority.**

Board of Directors Response: The Board has not adopted a final, written policy; however, the Board follows the prudent and reasonable past practice of appointing responsible individuals.

- 4. Briefly describe the role of the Board and the role of management in the implementation of the mission.**

Board of Directors Response: The role of the Board regarding the implementation of the public authority's mission is to provide strategic input, guidance, oversight, mission authorization, policy setting and validation of the authority's mission, measurements and results. The role of management is to collaborate with the Board in strategy development / strategy authorization and to implement established programs, processes, activities and policies to achieve the public authority's mission.

- 5. Has the Board acknowledged that they have read and understood the response to each of these questions?**

Board of Directors Response: Yes

C. Yunker asked Board members to acknowledge any disagreement with the Governance Certification at this time. There was none.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the Mission Statement & Measurement Report as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

6.0 STAMP Committee – P. Zelif

6.1 Tree Purchases for Planting – In conjunction with the Town of Alabama Planning Board approval of the substation, they requested that trees be planted in the open space area to the north of the substation entrance road to provide more screening to the residents. These 7 acres are in the 300-foot buffer area that is zoned Ag/Res and cannot be developed. Through the tree purchase program at Genesee Soil & Water Conservation District we can purchase these trees at a discounted rate. We will work with local organizations to get them planted at no cost. This will also reduce the amount of open space that would require annual maintenance such as mowing.

Fund Commitment: \$4,473 from operational funds.

Board Action Request: Approval of payment of \$4,473 to Genesee Soil & Water Conservation District.

At the STAMP Committee meeting held on February 28, the Committee recommended that staff and CC Environment and Planning find measures that will protect the investment in trees. The Committee stated that the deer population is prevalent in the area that the trees would be planted. R. Crossen estimated that 50 – 60% of the trees would be lost due to consumption by the deer.

Working with CC Environment and Planning, M. Masse found four potential remedies to prevent the deer from eating the seedlings. He believes that the most cost-effective remedy is to purchase rigid mesh tree tubing with bamboo stakes. This will cost an additional \$5,100, plus freight.

C. Yunker made a motion to approve the purchase of trees from Genesee Soil & Water Conservation District not to exceed \$4,473, as well as the deer prevention mechanisms estimated at \$5,100 plus freight; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

6.2 Easement Approvals – In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are several easements needed. We are seeking approval of the following easements:

1. Permanent Easement 6 - \$5,000
2. Permanent Easement 13 - \$500

Fund Commitment: \$5,500 from the \$33 million.

Board Action Request: Approval of payment of \$5,500 to the holders of the easement numbers identified above.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the ROW easement payments not to exceed \$5,500 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

7.0 Employment & Compensation – T. Bender

7.1 Nothing at this time.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time.

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 5:12 p.m., which was seconded by M. Clattenburg and passed unanimously.



Project Name: Horizon Acres Associates, Inc.

Board Meeting Date: January 12, 2023

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

PROJECT DESCRIPTION:

Horizon Acres Associates, Inc. is seeking to develop six flex commercial/industrial facilities that will total 1,500,000 square feet in the Town of Pembroke on 115 buildable acres near the NYS Thruway exit.

Horizon Acres Associates, Inc. is a developer that will offer the buildings for sale or lease to tenants fitting the current Pembroke Interchange zoning.

The \$142 million total project will be completed in phases, and projects to create 400 FTE's at full build-out.

Horizon Acres Associates, Inc. is requesting assistance from the GCEDC with a sales tax exemption estimated at \$6,240,000, a property tax abatement estimated at \$11,961,000 based on incremental increase in assessed value via new traditional PILOT, and a mortgage tax exemption estimated at \$1,136,000.

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

Project details: The project is planning on creating 400 direct jobs between \$40,000-52,000 annual plus benefits.

Board Discussion: The tenants will create the jobs; therefore, Horizon Acres Associates, Inc. is accountable for jobs that they ultimately do not control.

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

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

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

Criteria #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 an investment of \$142 million and 1.5 million sq. ft. The project is also estimated to contribute \$7,974,000 in PILOT payments compared to the project parcel’s usage, which is estimated to generate \$201,480 in property taxes if not developed.

Board Discussion: None.

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

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

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

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: None.

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

The economic impacts (discounted value) on Local Benefits totals \$227,544,538 (\$218,379,342 in payroll and \$9,165,196 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$16 into the local economy

Board Discussion: None.

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

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

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion: None.

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

Project details: The project is planning to begin construction in 2023 and be operational for first phase within 18 months

Board Discussion: None.

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

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

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

GCEDC

Chris Suozzi- Vice President of Business & Workforce Development

Report of Management

March 30, 2023

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3/20/23

Valiant Real Estate USA, Inc. (NY Bus Sales)

Discussion:

Valiant Real Estate USA, Inc. (NY Bus Sales) project cost have increased by \$1,500,000.

The company has asked to increase the sales tax exemption from \$224,800 to \$360,000.

GCEDC fee will increase an additional \$18,750

Recommendation:

Staff recommends the Board to approve this request to increase the sales tax exemption amount to \$360,000.

Harris Beach has provided a resolution for the increase.

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Customer Information

Potential Customer:	Valiant Real Estate USA Inc.	Opportunity Type:	Business Loans
Proj. St. Address:	Saile Drive	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	//Batavia	Type of Project:	Attraction
Proj. Description:	2021 New York Bus Sales	New Jobs:	24
Total Capital Investment:	<u>\$6,000,000</u> 4,500,000	Retained Jobs:	
Incentive Amount:	<u>\$565,320</u> 430,120	School District:	Elba
Benefited Amount:	<u>\$6,000,000</u> 4,500,000	PILOT Applicable:	

Project Information

Organization:	GCEDC
Opportunity Source:	Date of Public Hearing: 10/5/2021
Initial Acceptance Date:	9/9/2021 Inducement Date:

Opportunity Summary: Valiant Real Estate USA, Inc. is proposing to build a new 20,000 sq. ft. facility on the corner of Saile Drive and Call Parkway in the town of Batavia.

The project is investing \$6 million 4.5 million and is pledging to create 24 FTEs with an average salary range of \$30,000-\$75,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement estimated at \$160,320, a sales tax abatement estimate at \$360,000 224,800, and a mortgage tax exemption estimated at \$45,000.

Economic Impact: For every \$1 of public benefit the company is investing \$50 into the local economy.

Project Detail (Total Capital Investment)

Building Cost (Construction):	<u>\$4,850,000</u> 3,350,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$0	Equipment (Taxable) / Other Proj Investment:	\$450,000
Land Cost (Real Estate):	\$350,000	Other:	\$350,000
Total Capital Investment:	<u>\$6,000,000</u> 4,500,000		

Estimated Benefits Provided

Sales Tax Exempt:	<u>\$360,000</u> 224,800	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$45,000	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$160,320		
Total Estimated Tax Incentives Provided:	<u>\$565,320</u> 430,120		

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Genesee
County
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Development
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Project Name: Valiant Real Estate USA, Inc. (NY Bus Sales)

Board Meeting Date: September 9, 2021 revised 3.30.23

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

PROJECT DESCRIPTION:

Valiant Real Estate USA, Inc. is proposing to build a new 20,000 sq. ft. facility on the corner of Saile Dr and Call Parkway in the town of Batavia.

The project is investing \$6 million 4.5 million and is pledging to create 24 FTEs with an average salary range of \$30,000-\$75,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$160,320), a sales tax abatement (\$360,000 ~~224,800~~), and a mortgage tax exemption (\$45,000).

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

Project details: The project will create 24 FTEs with an average salary range \$30,000-\$75,000 annually + benefits

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with an investment of \$6 million 4,500,000 and build a 20,000-sf facility.

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: N/A

Board Discussion:

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 \$50 into the local economy

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

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

Project details: The project is planning to begin construction in Fall of 2021 and be operational by end of 2022.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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3/14/23

AUTHORIZING RESOLUTION
(Valiant Real Estate USA 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 30, 2023.

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

Resolution No. 03/2023 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) AUTHORIZING AN INCREASE IN THE FINANCIAL ASSISTANCE (AS DESCRIBED BELOW) TO BE PROVIDED BY THE AGENCY TO THE COMPANY, AND (iii) IF NECESSARY, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

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, pursuant to resolution adopted on December 2, 2021 (the "Authorizing Resolution"), the Agency authorized certain Financial Assistance (as defined in the Authorizing Resolution) with respect to a certain project (the "Project") to be undertaken by **VALIANT REAL ESTATE USA INC.** (the "Company"), as agent of the Agency, consisting of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at Saile Drive in the Town of Batavia, Genesee County, New York (the "Land", being identified as TMID Nos. 4.-1-60 and 4.-1-25.116), (ii) the planning, design, engineering, construction and operation of an approximately 20,000 square foot facility, consisting of (a) service/repair bays for school buses, (b) office and meeting/training room related space, (c) space for housing school bus related parts, and (d) related site and exterior improvements (collectively, the "Improvements"), and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in connection with the Project, the Agency and the Company entered into certain documents consisting of, among other things: (i) a certain Project Agreement, dated as of December 21, 2021 (the "Project Agreement"), and (ii) related documents (collectively, the "Agency Documents"); and

WHEREAS, the Company informed the Agency that the value of goods and services relating to the Project that will be subject to New York State and local sales and use tax will be in an amount of up to **\$4,500,000.00** (such amount being an increase of \$1,690,000.00), which will result in New York State and local sales and use tax exemption benefits not to exceed **\$360,000.00** (such amount being an increase of \$135,200.00; and

WHEREAS, the Agency desires to adopt a resolution (i) authorizing the Company to make purchases of goods and services relating to the Project in the amount of up to **\$4,500,000.00**, which will result in local sales and use tax exemption benefits not to exceed **\$360,000.00**, (ii) ratifying and confirming the findings made by the Agency in the Authorizing Resolution adopted, and (iii) if necessary, authorizing the execution and delivery of related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. Based upon representations and warranties made by the Company, 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 New York State and local sales and use tax in an amount up to **\$4,500,000.00**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$360,000.00**. The Agency agrees to consider any requests by the Company for increases 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. Pursuant to Section 875(3) of the New York General Municipal Law, 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 2. Unless amended by the terms hereof, the Agency hereby ratifies, confirms and reaffirms the findings made in the Authorizing Resolution and hereby re-approves the Project, as amended, and the Financial Assistance.

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 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	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

SECRETARY'S CERTIFICATION
(Valiant Real Estate USA 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 30, 2023, 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 _____, 2023.

Secretary

MEM
3/24/23

GCEDC

Chris Suozzi- Vice President of Business & Workforce Development

Report of Management

March 30, 2023

Land Pro

Discussion:

Land Pro project cost have increased by \$1.3 million.

The company has asked to increase the sales tax exemption from \$420,000 to \$570,000.

GCEDC fee will increase an additional \$16,250.

Recommendation:

Staff recommends the Board to approve this request to increase the sales tax exemption amount to \$570,000.

Harris Beach has provided a resolution for the increase.

*add
3/24/21*

Customer Information

Potential Customer:	Land Pro	Opportunity Type:	Expansion
Proj. St. Address:	West Saile Drive & Call Parkway	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Town of Batavia//	Type of Project:	Expansion
Proj. Description:	2020-21 New Land Pro facility	New Jobs:	5
Total Capital Investment:	\$10,500,000 9,200,000	Retained Jobs:	62
Incentive Amount:	\$1,056,000 906,000	School District:	Elba
Benefited Amount:	\$10,500,000 9,200,000	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

Project Information

Organization:	GCEDC		
Opportunity Source:	3rd Party Professional	Date of Public Hearing:	
Initial Acceptance Date:	2/4/2021 12:00:00 AM	Inducement Date:	
Opportunity Summary:	<p>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.</p> <p>The company pledges to create 5 new jobs and retain 62 existing jobs as part of the \$10.5 million 7 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.</p> <p>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 for the 5 new jobs \$1.75 million and \$270,000 in property tax revenue.</p> <p>The company has requested property, sales and mortgage tax abatements totaling \$1,056,000 906,000.</p>		
Economic Impact:	The project has an estimated economic impact of \$7 for every \$1 of incentives.		

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$9,800,000 8,500,000	Capital Improvements:	\$0
Equipment (non-taxable):		Equipment (Taxable) / Other Proj Investment:	\$200,000
Land Cost (Real Estate):	\$500,000		
Total Capital Investment:	\$10,500,000 9,200,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$570,000 420,000	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$80,000	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$406,000		
Total Estimated Tax Incentives Provided:	\$1,056,000 731,000		
Total Amount Finance:	\$8,000,000		
Mortgage Amount:	\$8,000,000	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	Other
City of Batavia:	\$0	Other Amount:	\$
Chamber of Commerce:			

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3/24



Project Name LandPro Equipment, LLC

Board Meeting Date: March 4, 2021 revised 3.30.23

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

PROJECT DESCRIPTION:

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 \$10.5 million 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 for the 5 new jobs \$1.75 million and \$270,000 in property tax revenue.

The company has requested property, sales and mortgage tax abatements totaling \$1,056,000 ~~906,000~~.

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

Project details: The project will retain 62 FTE' and create 5 FTE's.

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 make a \$10.5 million 9.2 million investment and enhance the long-term tax base when completed.

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: N/A

Board Discussion

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 offered, the company is investing and helping generate an economic contribution/economic impact of \$7 into the local/regional/state economy. See economic impact report for further details.

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 project supports our Agri-Business strategic industry.

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 by Summer of 2021 and be operational in 2022.

Board Discussion

Board Concurrence: YES NO If no, state justification:

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3/24/23

AUTHORIZING RESOLUTION
(LandPro Equipment 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 30, 2023.

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

Resolution No. 03/2023 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) AUTHORIZING AN INCREASE IN THE FINANCIAL ASSISTANCE (AS DESCRIBED BELOW) TO BE PROVIDED BY THE AGENCY TO THE COMPANY, AND (iii) IF NECESSARY, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

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, pursuant to resolution adopted on March 4, 2021 (the "Authorizing Resolution"), the Agency authorized certain Financial Assistance (as defined in the Authorizing Resolution) with respect to a certain project (the "Project") to be undertaken by **LANDPRO EQUIPMENT LLC** (the "Company"), as agent of the Agency, consisting of: (i) the acquisition or retention by the Agency of a leasehold or other interest in certain land located at the intersection of West Saile Drive and Call Parkway, Town of Batavia, New York, Genesee County, New York (the "Land"), being more fully identified as tax map numbers 4.-1-25.2 and 4.-1-46, (ii) the construction on the Land of an approximately 50,000 square-foot full service John Deere agriculture and Turf dealership for sales, parts, service and training and retail sales (the "Improvements"), and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in connection with the Project, the Agency and the Company entered into certain documents consisting of, among other things: (i) a certain Project Agreement, dated as of June 25, 2021 (the "Project Agreement"), and (ii) related documents (collectively, the "Agency Documents"); and

WHEREAS, the Company informed the Agency that the value of goods and services relating to the Project that will be subject to New York State and local sales and use tax will be

in an amount of up to **\$7,125,000.00** (such amount being an increase of \$1,875,000.00), which will result in New York State and local sales and use tax exemption benefits not to exceed **\$570,000.00** (such amount being an increase of \$150,000.00; and

WHEREAS, the Agency desires to adopt a resolution (i) authorizing the Company to make purchases of goods and services relating to the Project in the amount of up to **\$7,125,000.00**, which will result in local sales and use tax exemption benefits not to exceed **\$570,000.00**, (ii) ratifying and confirming the findings made by the Agency in the Authorizing Resolution adopted, and (iii) if necessary, authorizing the execution and delivery of related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. Based upon representations and warranties made by the Company, 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 New York State and local sales and use tax in an amount up to **\$7,125,000.00**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$570,000.00**. The Agency agrees to consider any requests by the Company for increases 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. Pursuant to Section 875(3) of the New York General Municipal Law, 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 2. Unless amended by the terms hereof, the Agency hereby ratifies, confirms and reaffirms the findings made in the Authorizing Resolution and hereby re-approves the Project, as amended, and the Financial Assistance.

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 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	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

SECRETARY'S CERTIFICATION
(LandPro Equipment 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 30, 2023, 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 _____, 2023.

Secretary

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3/24/2023

GCEDC

Chris Suozzi- Vice President of Business & Workforce Development

Report of Management

March 30, 2023

Apple Tree Acres, LLC (JRental)

Discussion:

Apple Tree Acres, LLC (JRental) project cost have increased by \$600,000.

The company has asked to increase the sales tax exemption from \$109,600 to \$157,600.

GCEDC fee will increase an additional \$7500

Recommendation:

Staff recommends the Board to approve this request to increase the sales tax exemption amount to \$157,600.

Harris Beach has provided a resolution for the increase.

may 3/2/2022

Customer Information

Potential Customer:	Appletree Acres, LLC	Opportunity Type:	Expansion
Proj. St. Address:	7005 Apple Tree Avenue	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Town of Bergen//Bergen	Type of Project:	Expansion
Proj. Description:	J Rental Phase II	New Jobs:	3
Total Capital Investment:	<u>\$3,750,000</u> 3,150,000	Retained Jobs:	4
Incentive Amount:	<u>\$538,225</u> 490,225	School District:	Byron- Bergen
Benefited Amount:	<u>\$3,750,000</u> 3,150,000	PILOT Applicable:	

Project Information

Organization:	GCEDC
Opportunity Source:	Date of Public Hearing:
Initial Acceptance Date:	January 13, 2022
	Inducement Date:

Opportunity Summary: Apple Tree Acres, LLC is building a 50,000 sq. ft. stand-alone facility on its property at Apple Tree Acres, in town of Bergen.

The project is investing \$3.75 (3.15 million) and is pledging to create 3 FTEs with an average salary range of \$30,000-\$35,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$355,425) using our standard PILOT schedule 60% savings over 10 years, a sales tax abatement (\$157,600 (109,600)), and a mortgage tax exemption (\$25,200).

Economic Impact: For every \$1 of public benefit the company is investing \$7 into the local economy

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$2,200,000	Capital Improvements:	\$0
Equipment (non-taxable):	<u>\$1,100,000</u> 500,000	Equipment (Taxable) / Other Proj Investment:	\$50,000
Land Cost (Real Estate):	\$400,000		
Total Capital Investment:	<u>\$3,750,000</u> 3,150,000		

Estimated Benefits Provided

Sales Tax Exempt:	<u>\$157,600</u> 109,600	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$25,200	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$355,425		
Total Estimated Tax Incentives Provided:	<u>\$538,225</u> 490,225		

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3/21/23

AUTHORIZING RESOLUTION
(Appletree Acres 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 30, 2023.

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

Resolution No. 03/2023 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) AUTHORIZING AN INCREASE IN THE FINANCIAL ASSISTANCE (AS DESCRIBED BELOW) TO BE PROVIDED BY THE AGENCY TO THE COMPANY, AND (iii) IF NECESSARY, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

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, pursuant to resolution adopted on May 5, 2022 (the "Authorizing Resolution"), the Agency authorized certain Financial Assistance (as defined in the Authorizing Resolution) with respect to a certain project (the "Project") to be undertaken by **APPLETREE ACRES LLC** (the "Company"), as agent of the Agency, consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at Buffalo Road, Town of Bergen, Genesee County, New York (the "Land", being more particularly identified as tax parcel No. 13.-1-59.221) and the existing improvements located thereon, consisting principally of the existing approximately 60,000 square-foot building (the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 50,000 square-foot building to be utilized as a warehouse and storage facility (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in connection with the Project, the Agency and the Company entered into certain documents consisting of, among other things: (i) a certain Project Agreement, dated as of June 29, 2022 (the "Project Agreement"), and (ii) related documents (collectively, the "Agency Documents"); and

WHEREAS, the Company informed the Agency that the value of goods and services relating to the Project that will be subject to New York State and local sales and use tax will be in an amount of up to **\$1,970,000.00** (such amount being an increase of \$600,000.00), which will result in New York State and local sales and use tax exemption benefits not to exceed **\$157,600.00** (such amount being an increase of \$48,000.00); and

WHEREAS, the Agency desires to adopt a resolution (i) authorizing the Company to make purchases of goods and services relating to the Project in the amount of up to **\$1,970,000.00**, which will result in local sales and use tax exemption benefits not to exceed **\$157,600.00**, (ii) ratifying and confirming the findings made by the Agency in the Authorizing Resolution adopted, and (iii) if necessary, authorizing the execution and delivery of related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. Based upon representations and warranties made by the Company, 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 New York State and local sales and use tax in an amount up to **\$1,970,000.00**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$157,600.00**. The Agency agrees to consider any requests by the Company for increases 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. Pursuant to Section 875(3) of the New York General Municipal Law, 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 2. Unless amended by the terms hereof, the Agency hereby ratifies, confirms and reaffirms the findings made in the Authorizing Resolution and hereby re-approves the Project, as amended, and the Financial Assistance.

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 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	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

SECRETARY'S CERTIFICATION
(Appletree Acres 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 30, 2023, 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 _____, 2023.

Secretary

Handwritten:
3/21/2023

Customer Information

Potential Customer:	GSPP Route 262, LLC	Opportunity Type:	Tax Incentive Lease
Proj. St. Address:	6975 Route 262	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	//Byron	Type of Project:	Attraction
Proj. Description:	GSPP Route 262, LLC	New Jobs:	
Total Capital Investment:	\$13,201,274	Retained Jobs:	
Incentive Amount:	\$1,905,439	School District:	Byron- Bergen
Benefited Amount:	\$13,001,274 <i>201</i>	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and/or buildings excluded)

Project Information

Organization:	GCEDC
Opportunity Source:	Direct/Personal Contact
Date of Public Hearing:	TBD
Initial Acceptance Date:	3/30/2023
Inducement Date:	TBD

Opportunity Summary: GSPP Route 262, LLC is proposing to construct a community solar farm project on Route 262 in the Town of Byron. The project will utilize ground-mounted solar panels to convert the sun's energy into 5 MW of AC power. The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

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

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

Economic Impact: This project is estimated to generate a \$627,303 increase in property-tax type revenues to host municipalities, a \$5.14 benefit for every \$1 the project's land is estimated to generate in its current use.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$10,556,762 ✓
Other:	\$2519511.91 ✓
Land Cost (Real Estate):	\$125,000 ✓
Total Capital Investment:	\$13,201,274 ✓

Estimated Benefits Provided

Sales Tax Exempt:	\$1,056,102
Mortgage Tax Exempt:	\$70,993
Property Tax Exempt:	\$778,344
Total Estimated Tax Incentives Provided:	\$1,905,439
Total Amount Finance:	\$13,201,274 •

Project:	GSPR Route 262, LLC	Town of Byron
Capex:	\$ 13,201,274	Savings
Sales Taxable (est.)	\$ 13,201,274	\$ 1,056,102
Mortgage (est.)	\$ 7,099,259	\$ 70,993 1% of 1.25%
Property Tax below		\$ 778,344
Total		\$ 1,905,439



Note: Includes Town Host Agreement

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

	Increase In PILOT Payment + Host Divided by Current Property
Economic Impact ROI	\$ 627,303 / \$ 5.14

Year of Exemption	Fixed Payment \$4000 per MW	Town of Byron	Genesee County	Byron Bergen School	Total Payments	Increase in property taxes due to loss of ag exemption	Total PILOT payments and property taxes to be received	Current property taxes on base land (including ag exemption)	Total Payments to municipality upon project completion
1	\$ 20,000	\$ 2,354	\$ 5,062	\$ 12,585	\$ 20,000	\$ 7,233	\$ 27,233	\$ 8,139	\$ 35,373
2	\$ 20,400	\$ 2,401	\$ 5,163	\$ 12,837	\$ 20,400	\$ 7,233	\$ 27,633	\$ 8,139	\$ 35,773
3	\$ 20,808	\$ 2,449	\$ 5,266	\$ 13,093	\$ 20,808	\$ 7,233	\$ 28,041	\$ 8,139	\$ 36,181
4	\$ 21,224	\$ 2,498	\$ 5,371	\$ 13,355	\$ 21,224	\$ 7,233	\$ 28,458	\$ 8,139	\$ 36,597
5	\$ 21,649	\$ 2,548	\$ 5,479	\$ 13,622	\$ 21,649	\$ 7,233	\$ 28,882	\$ 8,139	\$ 37,021
6	\$ 22,082	\$ 2,599	\$ 5,588	\$ 13,895	\$ 22,082	\$ 7,233	\$ 29,315	\$ 8,139	\$ 37,454
7	\$ 22,523	\$ 2,651	\$ 5,700	\$ 14,173	\$ 22,523	\$ 7,233	\$ 29,757	\$ 8,139	\$ 37,896
8	\$ 22,974	\$ 2,704	\$ 5,814	\$ 14,456	\$ 22,974	\$ 7,233	\$ 30,207	\$ 8,139	\$ 38,346
9	\$ 23,433	\$ 2,758	\$ 5,930	\$ 14,745	\$ 23,433	\$ 7,233	\$ 30,667	\$ 8,139	\$ 38,806
10	\$ 23,902	\$ 2,813	\$ 6,049	\$ 15,040	\$ 23,902	\$ 7,233	\$ 31,135	\$ 8,139	\$ 39,275
11	\$ 24,380	\$ 2,869	\$ 6,170	\$ 15,341	\$ 24,380	\$ 7,233	\$ 31,613	\$ 8,139	\$ 39,753
12	\$ 24,867	\$ 2,926	\$ 6,293	\$ 15,648	\$ 24,867	\$ 7,233	\$ 32,101	\$ 8,139	\$ 40,240
13	\$ 25,365	\$ 2,985	\$ 6,419	\$ 15,961	\$ 25,365	\$ 7,233	\$ 32,598	\$ 8,139	\$ 40,738
14	\$ 25,872	\$ 3,045	\$ 6,548	\$ 16,280	\$ 25,872	\$ 7,233	\$ 33,105	\$ 8,139	\$ 41,245
15	\$ 26,390	\$ 3,106	\$ 6,679	\$ 16,605	\$ 26,390	\$ 7,233	\$ 33,623	\$ 8,139	\$ 41,762
Total	\$ 345,868	\$ 40,703	\$ 87,531	\$ 217,634	\$ 345,868	\$ 108,500	\$ 454,368	\$ 122,090	\$ 576,459

* no Pilots on Ad Valerom Taxes
 Total tilable acres
 Solar acres
 Total Ag Exemption

The value of Ag Exemption elimination due to permanent conversion of farm land	
Town Tax Rate	\$ 3.92
75 Current ag exemption amount (add from OARS)	\$ 194,288
36.52 County and School Taxes on Ag Exemption	\$ 6,472
Town (only) Taxes on Ag Exemption	\$ 762
Total taxes due based on the elimination of Ag Exemption	\$ 7,233
Current Property Taxes on Property	\$ 906

1.250% GCEDC fee	\$ 165,016
Workforce Community Benefit	\$ 25,000
Subtotal	\$ 190,016
GCEDC Legal	\$ 16,500
Total Fee	\$ 206,516

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

Property Taxes at 100% assessed value (assessor)	\$ 74,948
Term	15
Total PILOT	\$ 1,124,213
Savings	\$ 778,344

Net Savings \$ 1,698,923

Fixed \$ per MW AC	\$ 2,000
MW AC	5.0
Escalator	2.0%

Town	Escalator
Year of Exemption	Fixed Payment \$2000 per MW
1	\$ 10,000
2	\$ 10,200
3	\$ 10,404
4	\$ 10,612
5	\$ 10,824
6	\$ 11,041
7	\$ 11,262
8	\$ 11,487
9	\$ 11,717
10	\$ 11,951
11	\$ 12,190
12	\$ 12,434
13	\$ 12,682
14	\$ 12,936
15	\$ 13,195
Total	\$ 172,934

MAN
3/21/2022



Project Name: GSPP Route 262, LLC

Board Meeting Date: March 30, 2023

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

PROJECT DESCRIPTION:

GSPP Route 262, LLC is proposing to construct a community solar farm project on Route 262 in the Town of Byron. The project will utilize ground-mounted solar panels to convert the sun's energy into 5 MW of AC power. The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

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

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

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with a planned new community solar farm and \$13,201,274 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$4,000/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 5 MW solar farm will generate \$345,868 in PILOT payments over the 15-year term which is far greater than current assessed value of this Ag/Vacant land.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

The 5 MW solar farm will generate \$627,303 in PILOT payments, host payments and real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates to a rate of return based on the original property taxes of \$5.14 to 1.

Project details: For every \$1 of public benefit the company is investing \$5.14 into the local economy

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project is planning to begin construction in Spring 2023 and be operational within 9 months

Board Discussion

Board Concurrence: YES NO If no, state justification:

man
3/21/2023

INITIAL RESOLUTION
(GSPP Route 262, 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 30, 2023.

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

Resolution No. 03/2023 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF GSPP ROUTE 262, LLC WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

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

WHEREAS, **GSPP ROUTE 262, 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 6975 Route 262 in the Town of Byron, New York (the "Land", being more particularly described as a portion of tax parcel No. 11.-2-67, 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"); and

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

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

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

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

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

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

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

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

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

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION
(GSPP Route 262, 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 30, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2023.

Secretary

GCEDC/GGLDC

Chris Suozzi- Vice President of Business & Workforce Development

Report of Management

March 30, 2023

Workforce Development Update

Our Workforce models are being replicated across the state.

- Cornell in High School – our beta program last year, state funded for 4 workshops over the next 2 years.
- GLOW with your hands – ROC with your hands and Southern Adirondak works with your hands (SAW).
- Our Mechatronics equipment and programming model is in the process of being replicated within the Finger Lakes Region, as we are working with several regional BOCES locations, including Orleans County.
- Our Box Car Derby event is spreading to the western section of Genesee County in 2023.

February Job Fair – 450 students with 20 companies

March

- Cornell in High School Program- 27 senior career focused students
- Youth Apprenticeship NFL Draft Format – Mechatronics program 40 students in total, Juniors will be job shadowing and Seniors will be on a paid internship with 12 local companies – Oxbo (8), Nortera (6), Graham (3), Upstate (1), Turnbull (1), Six Flags (1), DP Tools (1), + 5 Monroe County companies
- Tech Wars (estimate 800 students inf grade 6th -12th grade) and STEAM Jam (estimate 300 students from 3rd-5th grade)

*Note: Our Mechatronics will be on display at this event to build our future talent pipeline.
- GLOW with your hands- Healthcare- estimate 600 students from (8-12th grade) in 29 school districts, 50+ vendors, 75+Volunteers and 15 hands on workshops.

July Pre-Apprenticeship Bootcamp – estimate 12 mechatronics high school graduate students (18+)

August Box Car Derby –Batavia BID (estimate 48 students from 7 years old to 13 years old)

September

- Box Car Derby – Oakfield Labor Days – estimate 32 students 7-13 years old Oakfield, Pembroke, Elba
- GLOW with your hands – estimate 1000+ students from grades 8-12th from 28 school districts and 65 companies.

We lead Genesee FAST Workforce Partners Meetings

BEA – Chris is this year's President – Premier Membership, adding staff, sustainable modeling workforce events.

GCEDC Meeting Report

Revisions to Application for Financial Assistance

Discussion: The GCEDC had previously determined that any projects that are subject to the provisions of the Local Labor Policy as it relates to incentives, is required to make a deposit to the GCEDC to cover the costs of our monitoring and compliance company. We are presenting a revised page from the Application for Incentives to ensure that applicants are aware of the fee and committing to paying it.

We are also adding a line item for any solar projects that would require payment into the workforce development fund of the GGLDC.

Fund commitment: None.

Board action request: Approval of Fees Paid by Applicant page in the Application for Financial Assistance.

Fees to be Paid by the Applicant:

Genesee County Economic Development Center \$_____ (Per the attached Pricing & Fee Policy) the AGENCY will collect a _____% fee. The AGENCY will collect its participation fee at the time of closing, based upon the company provided realistic capital investment costs of this project stated in this application. *(Should the actual costs exceed those estimated, an additional fee will apply.)* **In addition, the Applicant will reimburse the Agency for any direct expenses incurred in connection with this Project, including costs related to holding a public hearing.**

The AGENCY will collect an annual administration fee for all PILOT projects. Projects with a capital investment of less than \$5 million will be charged a \$500 annual fee for each year of benefits provided. For projects with a capital investment of \$5 million or greater, there will be a \$1,000 annual fee charged.

Harris Beach, LLP \$_____ (Estimated fee for legal services required in connection with the financial assistance provided by the Genesee County Economic Development Center) **Applicant may be required to pay additional out-of-pocket expenses and applicable filing or recording fees.**

Local Labor Reporting Deposit \$_____ (if applicable).

Solar Projects (5MW and Smaller) Workforce Development Contribution \$_____

****Financial incentives are public information and will be released to the media upon board approval****

(Applicant Signature)

(Print Name)

Title

Company Name

Review of Purchase and Sale Agreement for Apple Tree Acres Property for Oxbo International

Discussion: The GCEDC has a PSA for approximately 50 acres from Oxbo International for AppleTree Acres. The company is looking to acquire this to construct a manufacturing facility.

Fund Commitment: Legal fees to Harris Beach not to exceed \$10,000 for the transaction.

Committee Action Request: Recommend approval of Purchase and Sale Agreement and payment of legal fees in connection with closing.

MAN
3/24/23

AUTHORIZING RESOLUTION

(Purchase and Sale of Real Property – OXBO International Corporation)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on _____, _____, 2023.

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

Resolution No. __/2023 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING (i) THE SALE OF CERTAIN AGENCY OWNED REAL PROPERTY TO OXBO INTERNATIONAL CORPORATION, AND (ii) THE EXECUTION OF A PURCHASE AND SALE AGREEMENT, A DEED, ANY NECESSARY EASEMENT AGREEMENTS, AND RELATED DOCUMENTS IN CONNECTION THEREWITH.

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

WHEREAS, among other property, the Agency owns approximately 50.38 acres of vacant land located on South Lake Road, in the Town of Bergen, Genesee County, New York known as tax account number 13.-1-63.1 (the "Land");

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

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

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

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

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

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

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

Section 4. Harris Beach PLLC shall be entitled to attorney fees, exclusive of third party costs (i.e. recording costs, survey, etc.) not to exceed \$10,000.00 subject to no substantive title issues, municipal approval issues and/or environmental issues arising in connection with the purchase and sale of the Land.

Section 5. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION

(Purchase and Sale of Real Property – OXBO International Corporation)

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 _____, 2023, 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 _____, 2023.

Secretary

EXHIBIT A

Form of Purchase and Sale Agreement

(Attached Next Page)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), is made and executed this ____ day of March, 2023 (the "Effective Date"), by and between **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, located at 99 MedTech Drive, Batavia, New York 14020 ("Seller") and **OXBO INTERNATIONAL CORPORATION**, a _____, located at 7275 Byron Road, Byron, New York 14422 ("Purchaser").

WITNESSETH:

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

WHEREAS, Seller desires to sell approximately 50.38 acres located on South Lake Road in the Town of Bergen, County of Genesee, State of New York and known as tax account no. 13.-1-63.1, to Purchaser, and Purchaser desires to purchase the real property and improvements thereon upon the terms and conditions as set forth herein.

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

1. **Property.** The real property to be conveyed consists of unimproved property identified in red on the diagram attached hereto as **Exhibit A** consisting of approximately 50.38 ± acres ("Land") situated on South Lake Road, Town of Bergen, County of Genesee, State of New York, together with all right, title, and interest of Seller in and to (a) any and all easements and rights-of-way appurtenant to the Land; (b) any and all lands lying in the bed of any streets, roads, highways, alleys or driveways in front of and adjoining the Land; and (c) any and all strips and gores adjacent to or abutting the Land, and also together with the existing parking areas and driveways on the Land ("Property").

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

3. **Purchase Price and Deposit.** The purchase price for the Property (the "Purchase Price") shall be **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)** payable to Seller in cash or a bank check, or by wire, at Closing (as such term is hereinafter defined). Within two (2) days of the Effective Date, Purchaser shall deposit with Seller's attorney in the attorney's noninterest bearing IOLA trust account the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) (the "Deposit") to be credited towards the Purchase Price at Closing. The Deposit shall be refundable until the expiration of the Initial Due Diligence Period or the 90 Day Extension Period (as such terms are hereinafter defined), as applicable, at which time the Deposit shall become nonrefundable, but applicable to the Purchase Price in the event the transaction closes.

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

(a) Purchaser shall have the right, to conduct at its sole cost and expense within the initial ninety (90) day period after the Effective Date ("Initial Due Diligence and Contingency"), Phase I

environmental assessments on the Property by an environmental engineer acceptable to Purchaser and Purchaser's lender, which reports shall be certified to Purchaser, and the results of which shall be satisfactory to Purchaser in its sole discretion. The Purchaser shall also receive from Seller within five (5) business days after the Effective Date, copies of all written reports for Phase I, Phase II, and Phase III environmental assessments for the Property in the possession of Seller, if any, which results shall be satisfactory to Purchaser in its sole discretion. Nothing herein shall require Purchaser to conduct a Phase I or Phase II environmental site assessment or assume responsibility for any existing environmental contamination which is found to be present on or under the Property. Notwithstanding the foregoing, Purchaser shall, upon completion of its environmental assessments, be responsible for restoring the Property to substantially the same condition as existed on the Property prior to the undertaking of such assessments. Additionally, notwithstanding anything to the contrary stated herein, it is expressly agreed and acknowledged that Purchaser shall not have the right to conduct any invasive testing on the Property, including, but not limited to Phase II environmental assessments, without Seller's prior written consent, which Seller may grant, condition, and/or withhold in its sole and absolute discretion.

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

(c) As part of its Initial Due Diligence and Contingency Period, Purchaser shall, at its sole cost and expense, conduct a feasibility study to determine the adequacy of utilities available at the Property (including, but not limited to, water, sewer, electric and gas) to construct and operate its proposed facility.

(d) This offer is also expressly contingent upon Purchaser receiving authorization from its parent company Ploeger Oxbo Holding B.V., to consummate the acquisition of the Property within the Initial Due Diligence and Contingency Period.

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

If any of the contingencies and due diligence requirements in this Paragraph 4 have not been satisfied or are found to be unsatisfactory to Purchaser in Purchaser's sole discretion on or before the expiration of the Initial Due Diligence and Contingency Period or the 90 Day Extension Period (i.e., 180 days after the Effective Date), as applicable, then this Agreement may be terminated by Purchaser

upon the giving of written notice of such termination to Seller provided such notice is given on or before the expiration of the Initial Due Diligence and Contingency Period. Upon receipt of such termination, Purchaser's Deposit shall be promptly refunded without set off or deduction. If Purchaser does not terminate this Agreement in accordance with this paragraph prior to the expiration of the Initial Due Diligence and Contingency Period, as the same may be extended by the 90 Day Extension Period, then the Deposit shall become entirely non-refundable to Seller.

It is understood that the contingencies set forth herein are for Purchaser's benefit and may be waived by Purchaser in writing at any time.

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

Additionally, prior to permitting any contractor, agent, person or entity to enter onto the Property for any purposes, Purchaser shall deliver to Seller evidence of commercial general liability insurance and automobile liability insurance coverage maintained by such contractor, agent, person or entity, with each such policy having a combined single limit per occurrence for personal injury and property damage of not less than Five Million Dollars (\$5,000,000); provided, however, no such certificates shall be required of any subcontractor of an environmental engineer and/or contractor which has provided Seller with the requisite certificate. All policies required by this section shall name Seller as an additional insured thereon. Each such insurance policy shall be maintained with an insurer that is reasonably acceptable to Seller, and the form and scope of coverage shall be reasonably acceptable to Seller. Each such contractor shall also maintain workers compensation insurance, if required by applicable law, in no less than the minimum statutory amount.

5. **Closing and Possession.** The closing and transfer of title to the Property ("Closing") shall occur within thirty (30) days following the satisfaction or earlier waiver of all of the contingencies set forth in this Contract, unless Purchaser elects in writing to Seller to close on its purchase of the Property on a sooner date. The date of Closing shall also be extended for an additional 90 day period if Purchaser elects to extend the Initial Due Diligence and Contingency Period in Paragraph 4 of this Agreement. Closing shall take place at Purchaser's attorneys' office or at a location selected by Purchaser's lender. Purchaser shall have possession and occupancy of the Property from and after the date of Closing, free and clear of any leases, tenancies or rights of occupancy.

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

Property. The instrument survey shall prepared or re-dated and certified to meet the standards and requirements of the Genesee County Bar Association, Purchaser's lender, and of the responsible agency for subdivision, if applicable. Notwithstanding anything to the contrary stated herein, Purchaser shall be responsible for up to \$2,500.00 for the cost of the instrument survey map required for the Subdivision Approval (as hereinafter defined). Seller shall be responsible for obtaining all requisite approvals from any governing body having jurisdiction for subdivision or separation approval of the Property which shall be effectuated upon the filing of a subdivision plan map (the "Subdivision Approval"). Purchaser and Seller agree to promptly make joint application for Subdivision Approval and diligently pursue the application. The final approval, upon conditions acceptable to Purchaser and Seller, shall be obtained on or before the last day of the Initial Due Diligence and Contingency Period, as the same may be extended.

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

8. **Seller's Title.**

(a) Within ten (10) business days after the Purchaser's receipt of all of the title documents for the Property, including an updated survey and redated abstract, Purchaser's attorneys shall deliver to Seller's attorneys a written notice of any defects, encumbrances or other objections to title other than those to which this sale is subject. If it should appear that the Property is affected by any outstanding interest, or questions of title which render title unmarketable, or the intended use of the improvements illegal (being in violation of any effective law, ordinance, regulation or restriction), and as to which Purchaser is not obliged to take subject to in accordance with the terms of this Agreement, Seller shall have the option of either: (i) removing such outstanding interest or questions of title rendering title unmarketable or discharging such interest, for which purpose Seller shall have a reasonable time from the receipt of Purchaser's written notice, but in no event beyond the date of the Closing as set forth in Paragraph 5 above, or alternatively, (ii) promptly terminating this Agreement. Notwithstanding the foregoing, if the Property shall be affected by any lien or encumbrance which may be discharged by the payment of an ascertainable amount, then it shall be Seller's obligation to discharge such lien or encumbrance. If Seller shall be unable to convey a good and marketable title, subject to and in accordance with the provisions hereof, Purchaser shall have the right to cancel this Agreement by giving written notice of such cancellation to the Seller whereupon all liability by reason of this Agreement shall cease; provided, however, if either party secures a commitment for title insurance containing standard exceptions only and provided that Purchaser agrees to accept title insurance as the solution to Seller's title problems, then Seller shall pay the cost thereof and in such event this Agreement shall remain and continue in full force and effect. Purchaser may, nevertheless, at its option, accept such title as Seller may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Seller. In the event that Purchaser is required or desires to obtain title insurance, the title insurance company will be Harris Beach PLLC, as an agent on behalf of Stewart Title Insurance Company, c/o John Crane, with an address at 99 Garnsey Road, Pittsford, NY 14534.

(b) Purchaser agrees to accept title to the Property subject to: (i) restrictions and easements of record common to the tract or subdivision in which the Property is located, provided the same have not been violated and do not prohibit the Purchaser's intended use of the Property for its manufacturing facility and office uses; (ii) the lien of current real estate taxes not due and payable;

and (iii) public utility easements along lot lines, provided Purchaser has determined such easements do not interfere with Purchaser's intended use of the Property for its warehouse and office uses.

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

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

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

(b) Except with respect to a year to year agricultural lease on the Property which currently expires December 31, 2023, Seller represents that the Property is not currently subject to any leases. Seller will not enter into any leases, contracts, agreements, or other arrangements affecting the Property or its tenants without the prior written consent of Purchaser. Purchaser's ownership of the Property is not to be subject to any agreements, contracts, or leases.

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

(d) Seller has no actual knowledge of: (i) the presence of any underground storage tanks on the Property or (ii) the presence of any actual or threatened environmental contamination or Hazardous Substances on or under the Property. Seller has not received any written notices from federal, state, or local regulatory authorities of any violation of the Property of any federal, New York State, or local laws, rules, regulations or ordinances, including any Environmental Laws and regulations. For purposes of this paragraph 9(d), "Environmental Laws" shall mean all federal, state and local environmental, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance and the rules, regulations, and orders with respect thereto. "Hazardous Substance" means, without limitation, any flammable, explosive or radioactive material, asbestos, polychlorinated biphenyl, petroleum or petroleum product, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Appendix Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27

of the New York State Environmental Conservation Law, the New York Navigation Law, or any other Environmental Laws and the regulations promulgated thereunder whether now or hereafter adopted.

(e) To the best of Seller's knowledge, the Property meets all applicable federal, state, and local governmental laws and regulations.

10. **Deliveries and Closing Condition**

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

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

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

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

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

(i) Payment of the balance of the Purchase Price;

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

11. **Condemnation.** If during the pendency of this Agreement Seller receives written notice pursuant to the Eminent Domain Procedure Law of the State of New York that any portion of the Property is to be taken by condemnation or purchased in lieu thereof, Seller shall give Purchaser written notice thereof and, if such portion to be condemned is material (i.e., remaining property cannot be used for the purposes contemplated under this Agreement), Purchaser shall have the right to terminate this Agreement or confirm that this Agreement shall continue in full force and effect within ten (10) days of Seller's notice of the condemnation. In the absence of such timely notice, Purchaser will not be deemed to have waived any such right of termination. If Purchaser does not exercise its right to terminate, Seller shall assign to Purchaser any claim for compensation to such condemned portion of the Property. If an immaterial portion of the Property is taken (i.e. the Property can still be used for Purchaser's intended use), Purchaser shall be required to proceed under this Agreement and accept an assignment of the compensation for such portion of the Property condemned.

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

13. **Notices.**

(a) Any notice, communication, approval, disapproval, request or reply (hereinafter called "Notice") provided for in this Agreement or permitted to be given, made or accepted by either party to the other, must be in writing, and shall be given or served by delivery in person, by Federal

Express or similar overnight courier service or by postpaid certified or registered mail addressed to the party notified. For purposes of Notice, the addresses for the parties, unless changed as hereinafter provided, shall be:

Purchaser: OXBO International Corporation
7275 Byron Road
Byron, New York 14422

with a copy to: Mark S. Boylan, Esq.
Boylan Law Office, LLP
45 West Main Street
P.O. Box 307
LeRoy, New York 14482

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

with a copy to: Harris Beach PLLC
Michael E. Condon, Esq.
99 Garnsey Road
Pittsford, New York 14534
Tel: 585.419.8603
E-mail: mcondon@harrisbeach.com

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

14. **Broker's Commission.** Seller and Purchaser agree that no broker brought about the sale of the Property. Any party making a misrepresentation or misstatement of fact hereunder shall indemnify and hold the other party harmless from any claim, liability and expense including attorney's fees, resulting from such misrepresentation or misstatement of fact.

15. **Miscellaneous.**

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

PURCHASER PROVIDES SELLER NOTICE OF SUCH ASSIGNMENT AT LEAST 5 DAYS PRIOR TO CLOSING.

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

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

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

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

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

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

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

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

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

17. **Common Area Charges/Community Fees.** Purchaser shall pay subsequent to closing, common area fees in connection with the AppleTree Acres Corporate Park of Two Thousand Dollars (\$2,000) annually for the first two years following Closing, and annual increases thereafter at the lesser of (i) five percent (5%) or (ii) increases in the Consumer Price Index for Urban Consumers from the preceding year. The deed of conveyance shall provide for the payment of such fee.

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

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

PURCHASER:

Dated: March __, 2023

OXBO International Corporation, a Delaware corporation

By: Joe Perzia
Name: JOE PERZIA
Title: Chief Operating Officer

SELLER:

Dated: March __, 2023

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

By: _____
Name: _____
Title: _____

EXHIBIT A
Tax Map of Property



4.2

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GCEDC
Audit & Finance Committee Meeting Report
March 30, 2023

Consulting assistance on local labor policy reporting and conformity for projects

At the October 1, 2019 meeting, the GCEDC staff presented a sample proposal from Loewke Brill Consulting Group, Inc. on how they could assist companies that will have to report to the GCEDC under the local labor reporting requirements, including assistance with waiver requests and finding local contractors to bid their projects.

The GCEDC Staff had requested a quote for the costs related to a project in Pembroke. A copy of the application for incentives were sent to Loewke Brill for them to calculate the fee. They submitted the following:

\$20,210 - 18 Inspections (\$325 per visit), 18 Monthly Reports (\$690 per month), 1 time set up fee (\$1,250), assume 3 waiver requests (\$230 per waiver)

The time period was determined by what the projects listed for the duration of construction in their applications. GCEDC staff has the following recommendation which is consistent with prior approvals:

Fund Commitment: \$20,210 to be paid out of deposit from company.

Committee Action Request: Recommend to the full Board to move forward with a proposal from Loewke Brill Consulting for a project in Pembroke. This project will be making a deposit to cover all of the costs associated with the local labor inspection process.

Phillips Lytle Business Park Association Formation

Discussion: Phillips Lytle has prepared a proposal to cover the scope of work for the formation of the Business Park Association for STAMP. This amount can be included in with the common area charges that companies at STAMP would pay their portion of based on acreage owned versus total developable acreage at the site.

Fund Commitment: Not to exceed \$35,000 to be paid out of operational funds.

Board Action Request: Recommend approval to the full Board of Phillips Lytle contract not to exceed \$35,000.



Phillips Lytle LLP

VIA EMAIL
PRIVILEGED & CONFIDENTIAL
Mark A. Masse
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

March 16, 2023

Re: Proposed Supplement to Engagement Letter for STAMP Project -
Scope of Work for STAMP Business Park Association

Dear Mark:

Thank you very much for the opportunity to continue to assist the Genesee County Economic Development Center (and Genesee Gateway Local Development Corporation) with the STAMP Project. The purpose of this letter is to supplement our existing engagement letters (collectively, the "Engagement Letter") relating to STAMP. This supplement describes our proposed scope of work for creation of a STAMP business park association, and the estimated legal fees for same, as set forth on the attached "Updated Scope of Work". Upon receipt of your approval, we will bill you on a monthly basis for such work as fees are incurred, consistent with our existing engagement. As described on the attached "Updated Scope of Work", the estimated legal fees assume that litigation is not pursued by the property owners with respect to each easement taken.

If you are in agreement with the foregoing, please confirm same by signing and returning a copy of this letter to me. Of course, if you have any questions, please let me know. Thanks again.

Sincerely,

Phillips Lytle LLP

By */s/ Douglas W. Dimitroff*

Douglas W. Dimitroff, Esq.

cc: Anthony J. Iacchetta, Esq.
Adam S. Walters, Esq.
Steve Hyde
Lezlie Farrell

Genesee County Economic Development Center has reviewed and agreed to the above terms of engagement of Phillips Lytle LLP for the purposes and to the extent described in this letter.

Genesee County Economic Development Center

By _____
Mark A. Masse, Senior Vice President of Operations

Date _____, 2023

ATTORNEYS AT LAW

DOUGLAS W. DIMITROFF, PARTNER DIRECT 716 847 5408 DDIMITROFF@PHILLIPSLYTLLE.COM

ONE CANALSIDE 125 MAIN STREET BUFFALO, NY 14203-2887 PHONE 716 847 8400 FAX 716 852 6100

NEW YORK: ALBANY, BUFFALO, CHAUTAUQUA, GARDEN CITY, NEW YORK, ROCHESTER | OHIO: CLEVELAND | WASHINGTON, DC

CANADA: WATERLOO REGION | PHILLIPSLYTLLE.COM

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STAMP Project - 3/15/2023 Supplement to Phillips Lytle Engagement Letter
Additional "Updated Scope of Work"
STAMP Business Park Association

1. STAMP Business Park Association: GCEDC is evaluating the formation of a business park association (the "Association") to handle de minimis property obligations for the STAMP project site, excluding the area to be used as a substation and the areas reserved for commercial/retail use (the "Site"). Formation of the Association would require compliance with New York General Obligations Law, including the submission of an application to the New York State Department of Law in compliance with Cooperative Policy Statement No. 7. The application will require the preparation of a declaration encumbering the Site and the negotiation of the declaration with existing or expected property owners including Plug Power and Edwards Vacuum (or their respective affiliates) and the entity that will manage the de minimis property obligations, NY Green, Inc. In addition, the application would include the preparation and/or marshalling of additional deliverables, including, but not limited to, statutorily required affidavits, a budget for the de minimis property obligations, along with documentation supporting the budget, deed(s) for the portions of the Site that will be maintained by NY Green, Inc., instrument survey maps for the Site and a legal description for the Site. Further, the application will need to be reviewed by the New York State Department of Law and may require revision and further negotiation based upon comments received from the New York State Law Department. Phillips Lytle will represent and assist GCEDC relative to the foregoing matter on an as needed basis.

Est. Legal Fees for formation of a STAMP Business Park Association: \$25,000 – \$30,000*

* the foregoing scope of work and fees assumes that no additional property owners or other entities will be involved in negotiation of the declaration. In addition, the scope of work does not include the costs of any deliverables that are to be provided by third parties. The foregoing also does not include any disbursements for filing and recording fees, which we estimate will be approximately \$1,100 - \$1,300.

Doc #10996270.2

Survey for Edwards Genesee Real Estate Transaction

Discussion: The GCEDC asked four companies for bids to survey the two parcels that are covered under the PSA and the Ground Lease agreement with Edwards:

The Instrument Survey Map shall show acreage inclusive of the rights of way, if any, show all recorded encumbrances, meet all of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and be certified as an ALTA/NSPS survey. The Instrument Survey Map shall be certified to meet the standard requirements of the Genesee County Bar Association and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the Property is located.

The PSA calls for Edwards to reimburse us for the survey up to \$2,500.

The results of the bids are as follows:

1. Bid of \$7,760 – Frandina Engineering and Land Surveying
2. Bid of \$6,500 - Welch & O'Donoghue
3. Townsend & Lamendola declined to bid

Fund Commitment: Not to exceed \$6,500 to Welch & O'Donoghue for STAMP survey work from operating funds.

Board Action Request: Approval of survey contract for STAMP.



PROPOSAL

March 20, 2023

Mark Masse
Genesee County Economic Development Center
99 MedTech Drive
Suite 106
Batavia NY 14020

Sent via email to: mmasse@gcedc.com

**RE: STAMP ALTA surveys for Parcels A and B on Project Kingfisher
Alabama, NY**

Dear Mr. Masse,

We have been preparing surveys at the STAMP site since its inception when the first parcels were assembled to create this world class industrial park. We are thoroughly familiar with every parcel and can be trusted to continue to provide accurate surveys as the project progresses.

Our quote is \$7760 for the ALTA surveys of Parcels A (50 acres) and B (30 acres), as outlined on the "STAMP Master Plan – Project Kingfisher" map dated October 2022.

- It is assumed that the new parcel boundaries will follow the new road along the eastern boundary and the wetland buffer will form the proposed southern boundary.
- It is assumed that the new installed utilities will be located as per the CAD files supplied by CPL. No underground utility investigation is included in this proposal.

This is a one-time ALTA survey of the current existing conditions. It is not an As-Built of any future, proposed construction.

Our quotes assume:

- NYS Prevailing wage rates good until June 30, 2023
- No snow cover
- ALTA 2021 Table A items 1,2,3,4,6,8,11b,13,18.
- Certification parties to be supplied by the lender.

Boundary Survey

- Deeds, easements, title reports and existing surveys to be provided, **prior** to our field survey
 - Owner or client to provide current deed with legal description
 - We do not do title searches
 - Complete copies of the most recent title commitment is required **PRIOR** to starting work



- No permitting or submission to municipal authorities
- Stakeout of corners (monuments) is included (if ALTA item #1 is checked)
- Zoning report to be provided (if ALTA Item #6 is checked)
- If easements are to be plotted, (if Item #18 is checked), the current title report must be provided **before** we start our mapping.

We must have these items PRIOR to starting the work, if not, extra hourly fees will be charged if received AFTER our survey is completed to cover the extra time to review the report and revise the survey.

TOPOGRAPHIC SURVEY

- Survey topographic limits - NOT INCLUDED
 - (only if #5 is checked) – NOT INCLUDED
- Utility locating Quality level C:
 - (only if #11 is checked)
 - Only visible utilities shall be located and inverts on accessible sewer structures shall be measured
 - No excavation, test pits or other methods of locating underground utilities are included.
 - We will request all available utility or record drawings within the survey limits thru an 811 DIGSAFELY request.
 - However, they only provide information within the public right of way limits of the road and will not cover private services outside of the right of way.
- Record Drawings: Please provide any available record drawings prior to our field survey to aid in the mapping.
- Standalone trees, over 6" in diameter, will be located, and the size will be noted
 - wooded lots will be delineated by an outline of the tree line
- If soil borings or wetland flags are to be located, they should be installed prior to our field survey. No extra trips are budgeted for this.
- We will use the vertical datum of NAVD88 and the horizontal datum of NAD83, unless an assumed or other datum is specified.

DELIVERABLES

- 1 combined drawing showing both parcels
- The control points will be listed in a table on the drawing
 - no tie sheets will be prepared, please advise if they are needed.
 - no permanent bench marks will be set, please advise if they are needed.
- CAD file (Version 2023) and digitally stamped PDF of completed survey
- 4 paper copies of final stamped survey, no mylars



FRANDINA ENGINEERING AND LAND SURVEYING, PC
CIVIL ENGINEERS AND LAND SURVEYORS
NYS Certified WBE and DBE Firm

1701 HERTEL AVENUE
BUFFALO, NEW YORK 14216
716.883.1299
www.FRANDINA.com

*This quote includes the draft completed survey and then 1 round of comments from the lender.
We have experienced comments from multiple lenders on ALTA surveys extending several months
beyond our draft survey so we will address additional multiple comments at an hourly rate of \$145
for CAD revisions.*

Thank you for requesting this quote from us and please sign below if you want to proceed.
Please confirm receipt of this quote.

Very truly yours,

Rosanne Frandina, PE, LS
President

CC: Proposals #3923

Accepted by:

Printed Name and title	Signature	Date

Welch & O'Donoghue

Land Surveyors, P.C.

P.O. Box 297, 2077 Lakeville Road

Avon, New York 14414

Ph. (585) 226--2990

Fax 343-5810

Email - wosurvey@rochester.rr.com

March 22, 2023

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

Re: Survey of Approximately 80 acres on Crosby Road - Town of Alabama, Genesee County, NY. Parcel "A" containing 50+- Acres and Parcel "B" containing 30+- Acres

Dear Mark,

Thank you for the opportunity to provide you with a quote for surveying services in connection with the above referenced project. Based on a review of the document you provided, I have the following proposal.

The cost to provide you with an ALTA survey and Subdivision Plan would be \$6,500.00

Per the ALTA Standards, I will need an up-to-date Commitment for Title Insurance to reference on the face of the ALTA Survey at some point before we can finalize the surveys. I would need six weeks to complete the work from the time of receiving notice to proceed.

If you have any questions or would like to discuss the details of the scope of the project, please contact me. The best number to reach me is my cell 585-455-0581.

Sincerely,
Kevin M. O'Donoghue

Kevin M. O'Donoghue, L.S.

General Services agreement with CC Environment and Planning

Discussion: As the GCEDC continues to work on permitting the STAMP site there are issues that arise in dealing with the DEC. This contract will allow the GCEDC to utilize CC Environment and Planning's historical knowledge of STAMP as well as their environmental knowledge to move through and respond to any issues/concerns that the DEC may bring up. This will also cover their oversight of the tree planting for north of the substation access road.

Fund Commitment: \$30,000 to be covered under the \$8 million.

Committee Action request: Recommend approval to the full Board the proposal for CC Environment and Planning.



CC Environment & Planning

Sheila S. Hess
Principal Ecologist/CEO

March 17, 2023

Genesee County Economic Development Center
Attn: Mark Masse, VPO
99 MedTech Drive, Suite 106
Batavia, NY 14020
Via Email: mmasse@gcedc.com

Re: STAMP General Environmental Services and Tree Planting Oversight

Dear Mark:

I am pleased to submit the following proposal for CC Environment & Planning to provide continued environmental review, planning, and technical support services toward development of STAMP (Science & Technology Advanced Manufacturing Park) in the Town of Alabama, Genesee County, NY. As a member of the STAMP Technical Team since its inception, CC Environment & Planning has the background, project expertise, and relationships to ensure efficient and effective delivery of the services described below.

This Letter Agreement (hereinafter referred to as "Agreement") is a proposal for consulting services by CC Environment & Planning (hereinafter named as "Contractor") for Genesee County Economic Development Center (hereinafter referred to as "Client"). This agreement shall commence upon signature. The following services and terms of the Agreement between the Client and Contractor are as follows:

Scope of Services

1. General Environmental Services: Includes assistance with on- and off-site design review, permitting, and SEQR; other environmental services, as necessary; and participation in STAMP Technical Team meetings.
2. Tree Planting Oversight: Provide coordination and oversight of volunteer crews for the planting of approximately 2,275 trees and installation of shelter tubes north of the substation access road; assist with planting, as necessary.

Schedule and Fee

Project activities will commence immediately upon receipt of a signed contract through December 2023. This contract is proposed as a time and materials with a not to exceed estimated budget of \$30,000. Invoices will be submitted monthly based on the 2023 rate sheet in Attachment A.

Conditions

The Contractor guarantees the quality of this work. Once this offer is accepted payments are to be made at times specified upon presentation of an invoice by Contractor. However, the Client and the Contractor may mutually decide to reschedule, postpone, or delay this project as business needs may suddenly dictate without penalty and without time limit, subject only to mutually agreeable time frames in the future.

Assumptions

The proposed schedule and fee for this project are based on the following assumptions:

1. The Client and the project team will provide appropriate, timely access to contacts and information and provide requested feedback necessary to complete the scope of services as scheduled.
2. All parties will make every effort to ensure timely answers to questions as related to the scope of services and progress.
3. All parties will inform each other immediately of any unforeseen changes, new developments, or other issues that affect and influence this project so necessary adjustments can be made.
4. Adjustments to the total fee based on unforeseen circumstances, an adjusted timeline, or additional services outside the stated scope will require negotiation and written consent of both parties.

ACCEPTANCE

If this proposal meets with your approval, please countersign below and return one copy for our records. If you have any questions, please contact me. We appreciate the opportunity to provide these services toward the continued development of STAMP.

Sincerely,



Sheila S. Hess, Principal Ecologist/CEO
CEO CC Environment & Planning

AUTHORIZATION

CC Environment & Planning is hereby authorized by Genesee County Economic Development Center to proceed with the services described herein in accordance with the terms and conditions proposed herein.

Genesee County Economic Development Center

Date



CC Environment & Planning

CC ENVIRONMENT & PLANNING
BILLING RATES
CALENDAR YEAR 2023

Employee Type	Hourly Rate
Principal Ecologist	\$185.00
Senior Environmental Scientist/Planner	\$150.00
Environmental Scientist/Planner	\$125.00
Graphic Designer/GIS Analyst	\$110.00
Environmental Technician	\$90.00
Office/Administrative Assistant	\$75.00
Travel/Materials	At Cost
Outside Contracted Services	Cost plus 10%

Access Agreement for construction parking area for Plug Power

Discussion: As part of their construction of their hydrogen facility, Plug Power would like to utilize the approximate 6.5 acre parcel directly to the south of their site as a construction parking area. Plug Power will be responsible for all DEC permits (except the Part 182) and compliance.

Fund Commitment: None.

Committee Action Request: Recommend approval of access agreement.

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made and entered into by and between **PLUG POWER** with an address of 6840 Crosby Road, Basom, New York 14013 ("Grantee"), and **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE ECONOMIC DEVELOPMENT CENTER**, with an address of 99 MedTech Drive, Suite 106, Batavia, New York 14020 ("Grantor").

WHEREAS, Grantee desires to enter onto certain property, (which is more particularly described in **Exhibit A** attached hereto, the "Property"), for temporary parking purposes as set forth herein, and Grantor has agreed to grant Grantee the right to enter thereon for the purposes stated herein.

NOW, THEREFORE, in consideration of the sum of a one time payment of \$10,000 paid by the Grantee to the Grantor, the parties hereto agree as follows:

1. Grant of Access/Use. Grantor hereby grants to Grantee and its employees, agents, consultants and contractors (collectively, "Grantee's Representatives") a non-exclusive, revocable license to enter upon the Property for the sole purpose of using it as temporary parking area for its construction workers ("Parking Project").
2. Term. This Agreement shall commence on the last date written below (the "Execution Date") and shall terminate upon the earlier of (a) that date that is two (2) years after the Execution Date; or (b) upon written notice for Grantee to Grantor that Grantee has removed the contents of its Parking Project and in fact all such contents have been removed and the Property has been returned to its original condition as existed immediately prior to the commencement of the Term of this Agreement as more fully set forth below.
3. Holdover. In the event Grantee holds over past the expiration of the Term of this Agreement the consideration therefor shall be \$500 per month.
4. Interference. Grantee and Grantee's Representatives shall utilize commercially reasonable efforts to minimize disruption to Grantor's use of the Property, and to prevent damage to the building, structures and other improvements on the Property or any personal property of Grantor and others located at, on or near the Property, if any.
5. Compliance with Laws. In using the Property for temporary storage, Grantee and Grantee's Representatives shall obtain all permits required under, and shall otherwise comply at all times with all laws, rules, regulation, orders, directives and requirements of any kind imposed by any federal, state or local government or any agency or instrumentality of any such government which are applicable to the Grantee's use of the Property, including without limitation any state or federal environmental laws and Grantee shall cause its employees, representatives, agents, contractors and subcontractors to so comply.
6. Part 182 and SEQR. The Grantor has performed a SEQR review of the proposed parking area and issued a Negative Declaration as a result. The Grantor is also in the process of

securing a Part 182 permit to allow for year round use of the area for temporary parking and will handle all mitigation associated with that permit.

7. Third Party Access to woods. The Grantee will not construct, or cause, any impediment to the third party owner of the wooded area west of the proposed parking area. The Grantee will ensure that the third party has a clear access to the wooded area from Crosby Road.
8. Indemnification. Grantee hereby assumes any and all risks associated with the use of the Property by Grantee, its employees, agents or representatives. Grantee hereby agrees to indemnify, defend and hold Grantor, its employees, agents and representatives harmless from and against any and all claims, demands, damages, expenses, losses, fees, costs, liabilities, obligations, penalties and/or suits or other actions (including reasonable attorneys and expert fees) arising in any way from the use of the Property by Grantee, or from any acts or omissions of Grantee, its agents, employees or representatives on the Property. Grantee shall promptly repair any damage to the Property caused by any Grantee Representatives and return the Property to as near as reasonably practicable to the condition it was in prior to the date of this Agreement including insuring that the property is free of trash and debris. All provisions contained herein relating to Grantee's obligations or insuring and indemnifying Grantor and restoring the Property shall survive any termination of this Agreement.
9. Temporary fencing. If the Grantee installs fencing, or other security improvements, to the property they must remove all of those improvements at the termination of the lease. Any other disturbance caused to the property by the Grantee must be restored back to its original condition prior to termination of the lease.
10. Insurance. Grantee shall, as a condition to the grant of the rights provided herein, comply with the insurance requirements set forth at Exhibit B attached hereto.
11. Grantor Rules. Grantor shall have the right to establish and enforce reasonable rules and regulations concerning this Agreement and Grantee's use of the Property and compliance with said rules and regulations by Grantee.
12. Assignment/Subletting. This Agreement is personal to Grantee and Grantee agrees not to sublease or assign it without the prior written consent of Grantor. Any purported assignment or sublease by Grantee shall be void *ab initio* and a basis for immediate termination of this Agreement.
13. Binding Provisions. This Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.
14. Governing Law. This Agreement shall be governed by the laws of the State of New York as to, including, without limitation, matters of validity, construction, effect and performance, but exclusive of its conflicts of laws provisions.
15. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered.

Notices shall be sent to each party's address as set forth at the beginning of this Agreement, subject to change by notice under this section.

16. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute one and the same instrument.
17. Early Termination. The Grantee acknowledges that the Grantor is actively marketing the property listed in Exhibit A as being available for purchase and development. The Grantee has the right to terminate this contract at any time with six (6) months written notice to the Grantee.
18. Entire Agreement. This Agreement constitutes the parties' entire agreement on this subject. No change, waiver or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

[No further text on this page; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed as of the date written under their respective signatures.

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

GRANTOR:

**GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER.**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Property Address: Part of Crosby Road, Basom, New York
Tax Account No.: Part of 10.-1-39.122

EXHIBIT B

INSURANCE REQUIREMENTS

Grantee shall maintain insurance protecting Grantee from any and all claims under applicable Workers' Compensation statutes, and shall also provide Employer's Liability coverage with a limit of liability not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

Grantee shall maintain Commercial General Liability Insurance covering all claims of damages for all injuries, including death, and all claims on account of property damage, including Products/Completed Operations and Contractual Liability, of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** combined single limit for bodily injury ("BI") and property damage ("PD"). Such commercial general liability insurance may be carried through a combination of primary and excess liability coverage, shall be endorsed specifically to cover the contractual liability assumed in Section 8 of this Agreement, and shall provide that Grantor is covered as an additional insured.

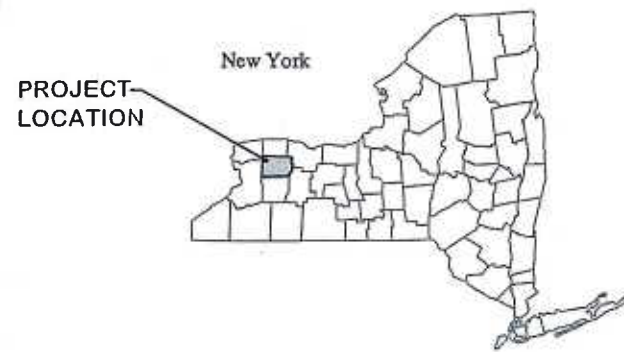
Grantee shall maintain Comprehensive Automobile Liability Insurance with respect to any and all owned, hired and non-owned vehicles to be used by Grantee or any agent, employee, representative or subcontractor of Grantee in connection with the use of property or any other real property owned by Grantor with a limit of liability not less than **TWO MILLION DOLLARS (\$2,000,000.00)** combined single limit BI and PD.

Upon execution of this Agreement by Grantee and prior to any access to the Property, Grantee shall provide Grantor with certificates from its insurers evidencing that the insurance required to be maintained under this **EXHIBIT B** is in place.

If Grantee contracts with any third party to perform any portion of the Activities on the Property or any other real property owned by Grantor authorized to be performed under this Agreement, Grantee shall be responsible for the acts of such third party and Grantee shall bear all responsibility for assuring the adequacy of any insurance carried by any such third party. The amount of such insurance carried by any third party shall not limit Grantee's liability hereunder.

The liability of Grantee shall not be limited to the insurance required as part of this Agreement.

GATEWAY PROJECT - PLUG POWER HYDROGEN PRODUCTION FACILITY EAST TEMPORARY LAYDOWN AREA & SOUTH TEMPORARY PARKING AREA CROSBY ROAD BASOM, GENESEE COUNTY, NEW YORK

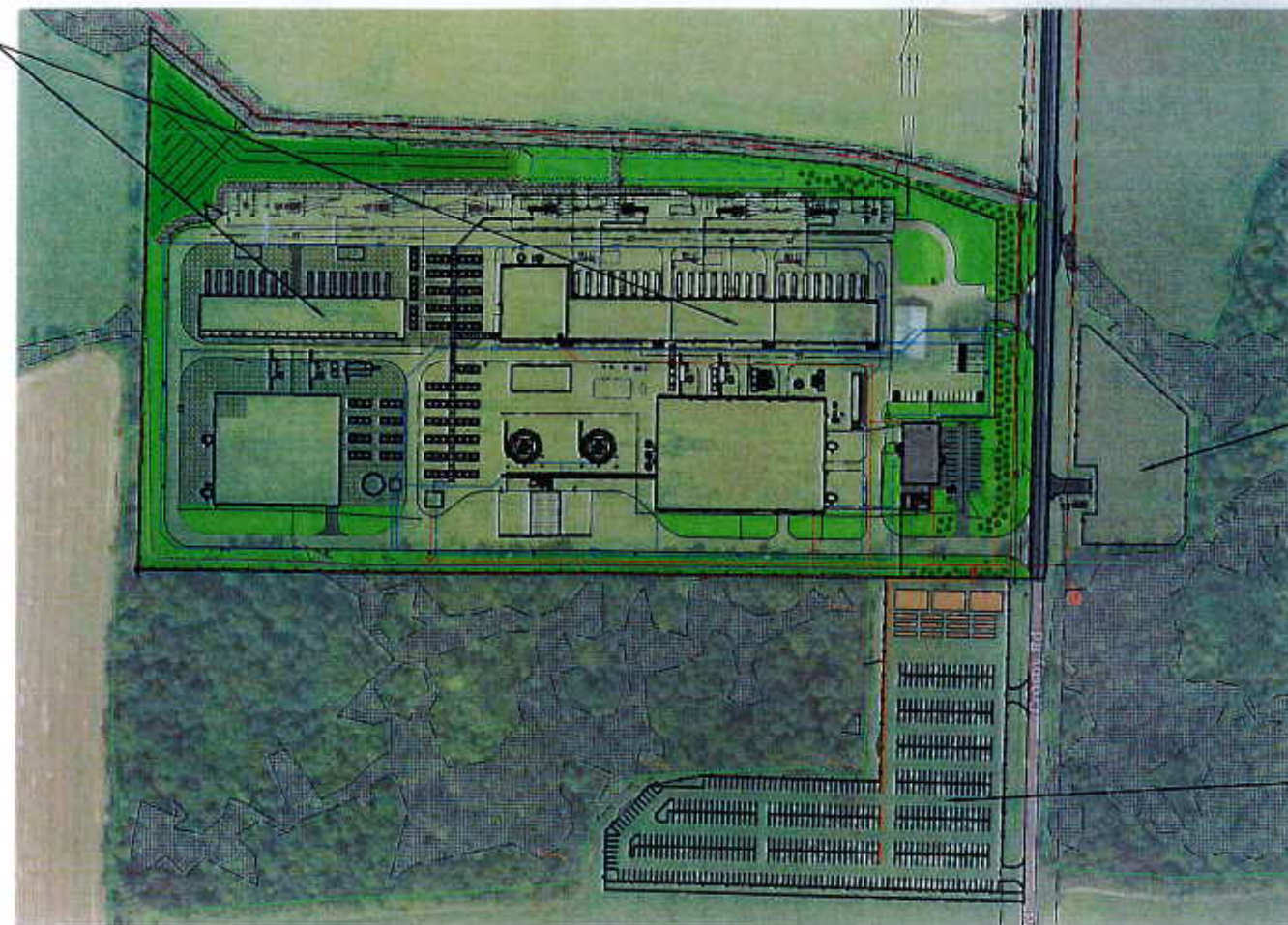


LOCATION MAP
NTS



LOCATION MAP W/ AERIAL
NTS

GATEWAY - PLUG POWER
HYDROGEN PRODUCTION
FACILITY SITE



SITE LAYOUT W/ AERIAL
NTS

DRAWING INDEX	
SHEET TITLE	SHEET NO.
COVER SHEET	C-000
E. TEMP LAYDOWN AREA EXISTING CONDITIONS AND CLEARING PLAN	C-001
E. TEMP LAYDOWN AREA SITE PLAN	C-002
E. TEMP LAYDOWN AREA GRADING AND DRAINAGE PLAN / EROSION CONTROL PLAN	C-003
S. TEMP PARKING AREA EXISTING CONDITION AND CLEARING PLAN	C-004
S. TEMP PARKING AREA SITE PLAN	C-005
S. TEMP PARKING AREA GRADING AND DRAINAGE PLAN	C-006
S. TEMP PARKING AREA EROSION CONTROL PLAN	C-007
DETAILS	C-008
E. TEMP LAYDOWN AREA RESTORATION PLAN	C-009
S. TEMP PARKING AREA RESTORATION PLAN	C-010



NO.	ISSUE DATE	REVISION DESCRIPTION
2	03-17-2023	ADDED S. TEMP. PARKING AREA - ISSUED FOR AGENCY REVIEW
1	10-05-2022	ISSUED FOR AGENCY REVIEW
0	09-30-2022	ISSUED FOR BID AND PERMIT PURPOSES

CLIENT
PLUG POWER
566 ALEANY SHAKER ROAD
LATHAM, NY 12110

PROJECT
GATEWAY PROJECT
EAST TEMPORARY LAYDOWN AREA /
SOUTH TEMPORARY PARKING AREA
6845 CROSBY ROAD
BASOM, NY 14013



INVICTUS
Civil Engineering, PC

4759 N 5th Street
Lewiston, NY 14092
Phone: (716) 946-2415
Email: dhaigh@invictuscivilengineering.com



Following is an extract from the New York State Education Law, Article 135, Section 1305.3 which applies to this drawing. It is a condition of this contract and approval by a design professional that the design professional shall not be held responsible for any errors or omissions in this drawing. The design professional shall not be held responsible for any errors or omissions in this drawing. The design professional shall not be held responsible for any errors or omissions in this drawing. The design professional shall not be held responsible for any errors or omissions in this drawing.

COVER SHEET

C-000

DATE: 09/20/2023

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