

PAGE #

1.0	Call to Order	4:00 pm
	Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS's Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.	
	Presentation – Franklin Real Estate Development	4:00 pm
	Presentation – Apple Tree Acres	4:10 pm
	1.1 Enter Executive Session	4:20 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.	
	1.2 Enter Public Session	4:35pm
2.0	Chairperson's Report & Activities	4:35pm
	2.1 Upcoming Meetings: Next Scheduled Board Meeting: Thursday, February 3rd at 4 p.m. Audit & Finance Committee Meeting: Tuesday, February 1 st at 8:30 a.m. STAMP Committee Meeting: Wednesday, February 2 nd at 8:00 a.m. Governance & Nominating: Thursday, February 3 rd at 3 p.m.	
	2.2 Agenda Additions / Deletions / Other Business **Vote	
	2.3 Minutes: December 2, 2021 & December 16, 2021 **Vote	
3.0	Report of Management –	4:40pm
	3.1 Local Labor Waiver Request – Plug Power **Vote – M. Masse / K. Loewke	
	3.2 Franklin Real Estate & Development - Initial Resolution **Vote - C. Suozzi	
	3.3 Apple Tree Acres, LLC - Initial Resolution **Vote - C. Suozzi	
	3.4 Mega Properties – Property & Sales Taxes – Final Resolution **Vote – C. Suozzi	
	3.5 Gateway GS – Project Scope Expansion - Final Resolution **Vote - C. Suozzi	
	3.6 Conflict Waiver – NY CDG Genesee 1, LLC (BW Solar) **Vote - S. Hyde	
4.0	Audit & Finance Committee – M. Gray	5:00pm
	4.1 November 2021 Financial Statements **Vote	
	4.2 2022 County Funding Contract **Vote	
	4.3 ECIDA Shared Services Agreement **Vote	
5.0	Governance & Nominating Committee – C. Yunker	5:15pm
	5.1 Nothing at this time.	
6.0	STAMP Committee – P. Zelif	5:15pm
	6.1 Appraisal for Electric Right of Way **Vote	
	6.2 Town of Alabama Interest Reimbursement **Vote	
	6.3 National Grid Amended Cost Reimbursement Agreement **Vote	
	6.4 Onsite Water Main, Crosby Road Reconstruction, Lay Down Area, and Hold & Haul Contract Awards **Vote	
	6.5 Phillips Lytle 2022 Services Agreement **Vote	
	6.6 UB Site Work Monitor **Vote	
7.0	Employment & Compensation Committee – T. Bender	5:30pm
	7.1 Nothing at this time.	
8.0	Housing Committee – P. Battaglia	5:30pm
	8.1 Nothing at this time.	
9.0	Other Business	5:30pm
	9.1 Nothing at this time.	
10.0	Adjournment	5:30pm

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**GCEDC Board Meeting
Thursday, December 2, 2021
Location: Innovation Zone & Electronically
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: C. Yunker, M. Clattenburg, P. Zeliff (Video Conference), M. Gray, P. Battaglia, T. Bender (Video Conference), C. Kemp

Staff: L. Farrell, M. Masse, J. Krencik, S. Hyde, C. Suozzi, P. Kennett, L. Casey

Guests: R. Gaenzle (Video Conference) (Harris Beach), Arun Kulkarni (Video Conference) (Mega Properties)

Absent:

1.0 Call to Order

P. Zeliff called the meeting to order at 4:08 p.m. in the Innovation Zone and electronically.

Presentation – Arun Kulkarni provided an overview of the Mega Properties, Inc project. Mega Properties, Inc is proposing to purchase the former Aludyne (Chassix) building (147,000 sq ft) on Federal Drive in the town of Batavia.

Arun Kulkarni left the meeting at 4:18 p.m.

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 4:19 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

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

1.2 Enter Public Session

P. Battaglia made a motion to enter back into public session at 4:45 p.m., seconded by M. Gray and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, December 16th at 4:00 p.m.

Employment & Comp Committee Meeting: Thursday, December 16th at 3:00 p.m.

Audit & Finance Committee Meeting: Tuesday, January 11th at 8:30 a.m.

STAMP Committee Meeting: *Cancelled - Tuesday, January 11th at 10:30 a.m.; Rescheduled - Wednesday, January 12th at 8:00 a.m.*
Board Meeting: Thursday, January 13th at 4 p.m.
2022 Draft Meeting Schedule

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

2.3 Minutes: October 25, 2021

P. Battaglia made a motion to approve the October 25, 2021 minutes as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 A. Vanderhoof Acknowledgement - P. Zelif read the Proclamation for A. Vanderhoof's retirement from the Genesee County Economic Development Center's Board of Directors. The EDC and LDC Board of Directors applauded A. Vanderhoof for her years of dedicated service as a leader of economic development in Genesee County.

3.2 Chandy Kemp-Genesee County Legislature-Appointed Board Member – Chandy Kemp has been appointed to fill A. Vanderhoof's term on the GCEDC's Board of Directors.

3.3 Mega Properties - Initial Resolution - Mega Properties, Inc. is proposing to purchase the former Aludyne (Chassix) building (147,000 sq ft) on Federal Drive in the town of Batavia.

The project is investing \$8.5 million and is pledging to create 11 FTEs with an average salary range of \$30,000-\$80,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$483,847), a sales tax abatement (\$60,000), and a mortgage tax exemption (\$60,000).

Resolution No. 12/2021 - 01

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

C. Yunker made a motion to accept the Initial Resolution #12/2021-01 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

3.4 Valiant Real Estate/NY Bus Sales- Final Resolution- 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 \$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) (standard 60% abatement over 10 years), a sales tax abatement (\$224,800), and a mortgage tax exemption (\$45,000).

A public hearing was held on October 5, 2021. No written or oral comments were received.

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

Resolution No. 12/2021 - 02

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON OCTOBER 5, 2021, WITH RESPECT TO THE VALIANT REAL ESTATE USA 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 REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF THE STATE OF NEW YORK; AND (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.

P. Battaglia made a motion to accept final resolution #12/2021-02, authorizing incentives as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.0 Audit & Finance Committee

4.1 October 2021 Financial Statements - L. Farrell reviewed the October 2021 financial statements with the Board. The following was noted:

- Unrestricted cash increased. We collected an origination fee from Plug Power and we closed on the land sale at STAMP to Plug Power, resulting in an increase of about \$5M in unrestricted cash.
- Restricted cash increased. We received a \$9M deposit from ESD into the imprest account related to the \$33M STAMP grant. Unearned revenue increased as well. Revenue is recognized as qualifying expenditures are made.
- The P&L reflects that same activity discussed for the balance sheet.
- Cost of land sales is a combination of the actual closing costs related to the Plug Power land sale and writing off the land from the balance sheet.
- L. Farrell and M. Masse are working on a detailed analysis of costs per acre for developable and non-developable land at STAMP.

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

M. Gray made a motion to approve the October 2021 Financial Statements as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.2 Cleaning Services- During 2019, staff reached out to four cleaning companies to obtain quotes for 2020 cleaning services. Commercial Cleaning Services of Western New York (CCS), the company that was currently being used, continued to offer a competitive price and we continue to be satisfied with the services. New quotes were not obtained for 2021 or 2022 services. We anticipate getting quotes for cleaning services every three years.

Fund Commitment: Up to \$5,500, included in the 2022 GCEDC Budget.

This was recommended for approval by the Committee.

M. Gray made a motion to approve 2022 Cleaning Services with CCS, not to exceed \$5,500; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.3 Insurance Renewal - J. Teresi from Tompkins Insurance made a presentation at the Audit & Finance Committee meeting held on November 30. To summarize, Tompkins went out to market for the Agency's 2022 insurance renewal. Fourteen insurance companies were approached but they were unable to find another carrier that was able to meet the GCEDC & GGLDC's needs at an affordable rate. Selective continues to be the best carrier for the Agency's insurance needs. The premium increased by about 4%.

The total premium proposed by Selective is within the amounts included in the EDC and LDC budgets. The cost is allocated between both entities.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the 2022 Insurance Renewal with Selective as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.4 County Mowing Contract- The GCEDC received a proposal for mowing of the stormwater pond at STAMP for 2022. This is included in the 2022 GCEDC budget as presented to the Committee at our previous meeting.

Fund commitment: \$700 from operational funds of STAMP. This amount was included in the 2022 GCEDC budget that was reviewed by the Board previously.

This was recommended for approval by the Committee.

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

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.5 e3Communications Contract- e3communications is a professional media and public relations firm/consultant that works with the GCEDC to provide strategic public relations counsel regarding organizational messaging as projects and issues develop, as well as coordination and execution of special events, media relations, promotional materials and social media programming to support the GCEDC's corporate attraction, expansion and retention missions; as well as the GCEDC's workforce and entrepreneurial missions.

In 2021, e3communications directly assisted with the launch and coordinated media for the county's Economic Development Recovery Task Force and GCEDC project announcements, as well as positive media related to the Downtown Revitalization Initiative, project groundbreakings, the GCEDC's shovel-ready sites, and workforce development projects.

Fund Commitment: A renewal of services for the January 1, 2022 to December 31, 2022 period at \$1,800 per month. This is an increase of \$125 per month, as services were previously \$1,675 per month in 2021. This expenditure is anticipated and contained in the 2022 GCEDC Operations/Marketing budget.

The increase in cost is due to an increase in anticipated hours and travel with increased activity by the Agency.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the 2022 e3communications contract not to exceed \$21,600; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.6 Greater Rochester Enterprise Contract- Greater Rochester Enterprise (GRE) is our regional economic development organization supported by a team of private and public-sector leaders dedicated to improving economic performance in Genesee County as part of a nine-county region in the Finger Lakes Region.

GRE's primary goals are to retain and expand existing business and to professionally market the region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, GRE collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities.

GRE also actively markets our region to talented professionals that are sought by companies in Genesee County and those that are pursuing projects at our major industrial parks.

The funding requested to support GRE's mission enables the GCEDC to fully access all of GRE's sales and marketing talent and assets, receive advocacy on behalf of our agency for all our parks, as well as an

executive board seat that allows Steve Hyde to serve on GRE's Board of Directors and on their Governance Committee.

GRE staff have shown a tireless commitment to supporting and advocacy for our economic development goals and strategies particularly as it relates to STAMP. Notably, the GRE provides strategy development and advocacy that advanced STAMP as a regional priority both in the Finger Lakes Regional Economic Development Council and at the highest levels of New York State Government.

GRE staff work alongside GCEDC in our efforts to grow our economy and opportunities for rewarding careers for our active workforce and young people. This includes the successful development of Project Gateway's \$232 million project at STAMP and numerous projects actively conducting due diligence for substantial investments in Genesee County.

Fund Commitment: An investment renewal of \$50,000 for continued marketing and business development support for one year. This investment cost was anticipated and contained in the 2022 budget.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the 2022 Greater Rochester Enterprise Contract, not to exceed \$50,000; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.7 Invest Buffalo Niagara Contract— Invest Buffalo Niagara (InBN) is our non-profit regional economic development organization supported by a team of private and public-sector leaders dedicated to improving economic performance in Genesee County as part of an eight-county region in Western New York.

InBN's primary goals are to retain and expand existing business and to professionally market the region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, InBN collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities.

InBN also actively markets our region to talented professionals that are sought by companies in Genesee County and those that are pursuing projects at our major industrial parks.

The funding requested to support InBN is an integral partner in our sales/marketing efforts for the attraction of new companies and talent to our community, and advocacy in Western New Yor for Genesee County, the GCEDC, and the WNY STAMP Mega Site. The GCEDC's support includes a position on InBN's board of directors, influencing regional strategy aligned with our goals in Genesee County.

InBN staff have shown a tireless commitment to supporting and advocacy for our economic development goals and strategies particularly as it relates to STAMP.

InBN staff work alongside GCEDC in our efforts to grow our economy and opportunities for rewarding careers for our active workforce and young people. This includes the successful development of Project Gateway's \$232 million project at STAMP and numerous projects actively conducting due diligence for substantial investments in Genesee County.

Fund Commitment: An investment renewal of \$25,000 for continued marketing and business development support for one year. This investment cost was anticipated and contained in the 2022 budget.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the 2022 Invest Buffalo Niagara Contract not to exceed \$25,000; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zeliff

6.1 Visual Impact Study- In conjunction with the March 2021 Letter of Resolution between NYSDEC, SHPO and the GCEDC, any project at STAMP that requires a discharge permit for stormwater from NYSDEC must complete an assessment of potential impacts to the Nation's Territory. This proposal will be to prepare a visual assessment for the power line re-reroute as well as a potential manufacturing facility. This will include photo simulations along with line-of-sight profiles.

1. CPL - \$11,500
2. Saratoga Associates - \$5,708

Fund Commitment: \$5,708 from the \$33 million.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Visual Impact Study to Saratoga Associates not to exceed \$5,708; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.2 Underground Tank Remediation- During the site work that Plug Power has undertaken at the STAMP site they came upon a previously unknown underground 300-gallon fuel tank. This tank was not identified on the Phase 1 Environmental Site Assessment that the GCEDC had performed prior to acquisition. Plug has sent over the change order with their contractor that shows a cost of \$6,309.50.

Fund Commitment: \$6,309.50 from operations, including land lease revenue received for STAMP for 2021.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Underground Tank Remediation payment to Plug Power (or affiliate) not to exceed \$6,309.50; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.3 National Grid Marshalling Yard Agreement- In connection with National Grid's re-route of the existing power line on the STAMP site they are looking to utilize up to five acres of land owned by the GCEDC as a marshalling yard for their equipment and materials.

Fund Commitment: None.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the National Grid Marshalling Yard Agreement as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.4 Reimbursement Agreement with the Town of Shelby- The Town of Shelby has a proposal from their engineering firm, Wendel Companies, to provide a peer review of the engineering and planning efforts regarding the direct discharge into Oak Orchard Creek from the STAMP site.

Fund Commitment: Not to exceed \$5,000 to be covered under the \$8 million.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Reimbursement Agreement with the Town of Shelby not to exceed \$5,000; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.5 Approval of Easement Agreement & Payment- 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. Based on a compensation model, the following payments are needed for three easements:

1. Permanent Easement 2 - \$500
2. Permanent Easement 5 - \$850
3. Permanent Easement 1 and Temporary Easement 4 for a total of \$1,125

Fund Commitment: \$2,475 from the \$33 million.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Easement Agreements & Payment as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.6 Consultant for Evaluation of Traditional Cultural Property (TCP) Issues- As part of the STAMP development and the neighboring Tonawanda Seneca Nation, in accordance with Section 106 for the wetland permits, the GCEDC is working with the Tonawanda Seneca Nation on an assessment of the TCP potentials as it relates to the criteria for eligibility of listing on the National Historic Register. KTA Preservation Specialists has prepared a proposal to prepare an assessment of any potential impacts to the Nation from the power line re-route project on the STAMP site.

Fund commitment: Not to exceed \$1,440, included in the \$33 million, under the regulatory, industry and permitting support budget line item.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Consultant Evaluation of Traditional Cultural Property (TCP) Issues with KTA Preservation Specialists not to exceed \$1,440; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.7 e3communications STAMP Contract- e3communications, a professional media and public relations firm/ consultant supports the Genesee County Economic Development Center's STAMP project through active stakeholder public relations services. In 2021, assistance supported all levels of STAMP planning, sales and marketing, notably services in support of the Plug Power project's announcement and related activities.

e3communications also maintains and expands dedicated social media channels to promote and market WNY STAMP to various audiences, including those in economic development, workforce and higher education among others. This content also supports the GCEDC's sales and marketing activities for the STAMP site, including directly with active sales leads.

Fund Commitment: \$24,000 fund commitment. Funding is available and budgeted in the 2021 GCEDC Operations/Marketing budget and maintains costs at previous levels. National Grid has provided grant reimbursements of 25% of services in 2021 and a National Grid grant has been requested to reimburse the agency for 25% of the contract amount in 2022.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the 2022 e3communications STAMP Contract not to exceed \$24,000; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
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, P. Battaglia made a motion to adjourn at 5:14 p.m., which was seconded by M. Gray and passed unanimously.



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

Board Meeting Date: September 9, 2021

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 \$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 (\$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: None.

C. Yunker made a motion to concur with Criteria #1; the motion was seconded by P. Battaglia.

Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Absent
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 \$4,500,000 and build a 20,000-sf facility.

Board Discussion: None.

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

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Absent
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.

Project details: For every \$1 of public benefit the company is investing \$50 into the local economy

Board Discussion: None.

T. Bender made a motion to concur with Criteria #4; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Absent
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 Fall of 2021 and be operational by end of 2022.

Board Discussion: None.

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

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes (Video Conference)
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:



**GCEDC Board Meeting
Thursday, December 16, 2021
Location: Electronically
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: C. Yunker, M. Clattenburg, M. Gray, P. Battaglia, T. Bender (Audio/Phone), C. Kemp
Staff: L. Farrell, M. Masse, J. Krencik, S. Hyde, L. Casey, P. Kennett
Guests: R. Gaenzle (Harris Beach)
Absent: P. Zeliff

1.0 Call to Order

M. Gray called the meeting to order at 4:01 p.m via conference call / video conference.

Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS’s Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.

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.

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

S. Hyde, M. Masse, L. Farrell, J. Krencik and L. Casey left the meeting at 4:12 p.m.

1.2 Enter Public Session

P. Battaglia made a motion to enter back into public session at 4:40 p.m., seconded by M. Clattenburg and approved by all members present.

S. Hyde, M. Masse, L. Farrell, J. Krencik, and L. Casey and rejoined the meeting at 4:40 p.m.

R. Gaenzle joined the meeting at 4:40 p.m.

P. Kennett joined the meeting at 4:42 p.m.

2.0 Chairman’s Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, January 13th at 4:00 p.m.

Audit & Finance Committee Meeting: Tuesday, January 11th at 8:30 a.m.

STAMP Committee Meeting: Wednesday, January 12th at 8:00 a.m.

Employment & Comp Committee Meeting: Thursday, January 13th at 3:00 p.m.

Final 2022 Meeting Schedule

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

3.0 Report of Management

3.1 Mega Properties - Mortgage Tax Only - Final Resolution - Mega Properties, Inc. is proposing to purchase the former Aludyne (Chassix) building (147,000 sq ft) on Federal Drive in the town of Batavia.

The project is investing \$8.5 million and is pledging to create 11 FTEs with an average salary range of \$30,000-\$80,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$483,847) (standard 60% abatement over 10 years), a sales tax abatement (\$60,000), and a mortgage tax exemption (\$60,000).

The company would like to close on their mortgage financing with their lender prior to year-end. Due to time constraints, it was not possible to schedule a public hearing for the above-mentioned incentives prior to this meeting (December 16th) that would have enabled the potential authorization of all benefits.

A public hearing is not required for the authorization of the mortgage tax exemption because this benefit is estimated to be under \$100,000. Therefore, the mortgage tax exemption only is coming before the Board for review and approval.

A public hearing has been scheduled for December 21, 2021 at 2 p.m. for incentives in excess of \$100,000. The final authorization for these incentives will be brought forward after the public hearing has been held.

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.

Section 1 (C) of the resolution states: "The Agency has the authority to take the actions contemplated herein under the Act, and that the Financial Assistance shall not exceed \$100,000 until a public hearing is held pursuant to Section 859-a of the Act".

Resolution No. 12/2021 - 03

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (ii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iii) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX

AGREEMENT AND (C) AN EXEMPTION FROM MORTGAGE RECORDING TAXES IMPOSED ON THE FINANCING RELATED TO THE PROJECT; AND (iv) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

C. Yunker made a motion to accept the Final Resolution #12/2021-03 authorizing the incentive of mortgage tax exemption as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Audio/Phone)	P. Zelif -	Absent
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.0 Audit & Finance Committee

4.1 Nothing at this time.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zelif

6.1 Nothing at this time.

7.0 Employment & Compensation – T. Bender

7.1 CEO Contract Review – T. Bender stated that the Employment and Compensation Committee met earlier in the day at 9:30 a.m. The committee recommends approval of Steve Hyde’s three-year contract extension as CEO and a 4.5% annual adjustment in salary.

T. Bender made a motion to approve a three-year contract extension for CEO, Steve Hyde, and a CEO Merit /COLA Adjustment of 4.5%; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes (Audio/Phone)	P. Zelif -	Absent
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

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, T. Bender made a motion to adjourn at 5:06 p.m., which was seconded by M. Clattenburg and passed unanimously.



Project Name: Mega Properties, Inc – Mortgage Tax Exemption Only Portion

Board Meeting Date: December 2, 2021

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

PROJECT DESCRIPTION:

Mega Properties, Inc. is proposing to purchase the former Aludyne (Chassix) building (147,000 sq ft) on Federal Drive in the town of Batavia.

The project is investing \$8.5 million and is pledging to create 11 FTEs with an average salary range of \$30,000-\$80,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$483,847), a sales tax abatement (\$60,000), and a mortgage tax exemption (\$60,000).

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

Project details: The project will retain 9 FTEs and create 11 FTEs with an average salary range \$30,000-\$80,000 annually + benefits.

Board Discussion: None.

P. Battaglia made a motion to concur with Criteria #1; the motion was seconded by C. Yunker.

Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Absent
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 is purchasing a recently vacated building and will enhance long term tax base with an investment of \$8,500,000.

Board Discussion: None.

T. Bender made a motion to concur with Criteria #2; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Absent
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.

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

Board Discussion: None.

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

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Absent
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 purchase the facility the first quarter of 2022.

Board Discussion: None.

C. Yunker made a motion to concur with Criteria #6; the motion was seconded by T. Bender. Roll call resulted as follows:

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

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:



January 4th, 2022

Mark Masse
Senior Vice President of Operations
Genesee County Economic Development Center
Leadership Genesee Class of 2002
99 MedTech Drive
Suite 106
Batavia, NY 14020

Project: Plug Power, Inc – Requests for Verified Exemptions
Warranty Issues/Specialized Construction: Liquid Hydrogen Spheres

CBI Services, LLC was hired to install two liquid hydrogen spheres on the Plug Power, Inc project.

Background:

CBI will be installing two liquid hydrogen spheres with the work fitting both speciality/warrant categories for an exemption. We had multiple discussions with their president, Adam French, and Frank Stosic with Plug Power to ensure that they did their due diligence. Their portion of the project will also include local contractors as is outlined in the request.

Loewke Brill considers this waiver request to be valid and recommends the waiver to be processed.

Sincerely,

Kevin E Loewke



Genesee County Industrial Development Agency

Local Labor

Verified Exemption Request

The request to secure a verified exemption for use of non-local labor must be received in writing from the applicant, and must allow 60 days for processing and required due diligence. Loewke Brill does not accept exemption requests for companies located within the local labor area. Please note that the Genesee County IDA has final approval of all waiver recommendations.

APPLICANT NAME: Plug Power On Behalf of our Subvendor CBI Services, LLC

CONTACT: Frank Stosic

PHONE (CELL) 518-419-0919 EMAIL Fstosic@plugpower.com

REASON FOR REQUEST

- 1) Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers. – Please see attached letter and appendix A from CBI Services, LLC
2) Specialized construction in which a local contractor is not available – Please see attached letter from CBI Services, LLC
3) Significant cost differentials in bids; whereby use of local labor significantly increases the cost of the project. Not Applicable
4) No local labor available for the project – Not Applicable

Applicant Signature: Frank Stosic Date: 12/06/21

Amount of Contract Needing Verified Exemption: \$28 Million

Number of Workers Needing Verified Exemption(s): 20

Send Completed Form and Attachments to our auditors: Kevin Loewke
Loewke Brill Consulting Group
Kevin@loewkebrill.com

99 MedTech Drive . Suite 106 . Batavia . New York 14020
585-343-4866



CBI Services, LLC
24 Reads Way
New Castle, DE 19720
www.cbi.com

06 December 2021

Plug Power
968 Albany Shaker Road
Latham, NY 12110

Via Email: FStosic@plugpower.com

Attention: Frank Stosic
Project Manager
(518) 419-0919

Reference: Letter 002 – Request for Variance – Sphere Scope
Plug Power Gateway Project – Alabama NY – (2) 500 MG DW LH2 Spheres
CB&I Reference No. 251723-MDR-LT-PL141-000002

Dear Mr. Stosic,

CB&I is the world's leading designer and builder of storage facilities, tanks and terminals that support the growing demands of the energy, industrial, water and wastewater markets. With more than 59,000 structures completed in more than 100 countries, CB&I provides specialty services to our customers utilizing our strategically-located operations. Our work has been recognized in the industry as being specialty in nature due to the hazards present and the skills required to build certain structures such as storage tanks, spheres, egg-shaped digestors, tower tanks and other similar steel plate structures. The comparatively short duration of most field erection jobs compels the skilled and trained worker to live a migratory life, which makes it impossible to localize such construction. For the structures mentioned immediately above, it is critical that specialty contractors manage the work including the selection of their qualified subcontractors and labor to ensure that specialty construction is completed safely and in the most cost-effective manner. For the Plug Power Gateway Project, CB&I has been contracted to provide two 500 MG double wall liquid hydrogen spheres located in Alabama, NY. These spheres are ASME Section VIII Div 1 code compliant pressure vessels. The ASME code gives detailed criteria applicable to the design, fabrication, testing, inspection, and certification of pressure vessels. This includes but is not limited to considerations for meeting specific safety criteria for construction, materials, methods of welding, supports, safety devices, operation, maintenance, personnel safety, non-destructive examination, inspection acceptance standards, fitness for service, risk-based assessments, and performance-based standards. CB&I holds the certification (i.e. Stamp) required by ASME Section VIII. CB&I has been selected by Plug Power based on our engineering, procurement and construction (EPC) experience providing these specific type specialty structures. CB&I utilizes our proprietary equipment, qualified subcontractors and skilled labor familiar and trained in our procedures including our high standards for safety and quality in the construction of these structures. CB&I and its subcontractors anticipate having a total of 15 – 20 direct employees on-site at the peak of our construction activities.



Figure 1: Representative Photos of Sphere Work



Figure 2: Representative Model of Double Wall Sphere



CBI Services, LLC
24 Reads Way
New Castle, DE 19720
www.cbi.com

CB&I warrants its structures and has included a copy of our standard warranty offering in the marketplace, see Appendix A. CB&I holds the certification (i.e. R-Stamp) required by the National Board Inspection Code (NBIC) to perform repair work on pressure vessels. The NBIC provides standards for the installation, inspection, and repair and/or alteration of boilers, pressure vessels, and pressure relief devices. This includes but is not limited to performing, verifying and documenting inspections for all types of pressure-retaining items. In the event there is a warranty item that needs addressed and depending on the nature of the warranty item, it would likely require CB&I to mobilize our specialty resources described above to perform the repair work and certify the structure. Repair work performed by Others would void the CB&I warranty and sphere certification.

CB&I scope of work for the Plug Power Gateway Project includes the sphere foundations, the structure and the structure coatings. CB&I plans to subcontract the sphere concrete foundations, piling, the paint coatings and some specialty NDE testing. CB&I will self-perform the other miscellaneous scopes of work to include but not limited to heavy steel plate installation and welding, nozzle installation, column installation, stairway and platform installation, etc. CB&I's primary craft for our work comes from the Boilermaker union. CB&I has been in contact with Mike Bouge, Boilermaker Business Agent for Local 5 Zone 7 in Buffalo NY. Once CB&I starts to mobilize to site for the sphere work, it will work with the local boilermaker union to test welders and make selections who may meet our minimum requirements for this specialty work. In the interim, CB&I has provided copies of our weld procedures to the local union to get familiar with and practice in advance of the welder testing. For the civil, piling and coatings subcontractor scopes, we plan to utilize local union craft to include but not limited to carpenters, laborers, operating engineers, pile drivers, painters, etc.

For this reason, CB&I believes it meets the exemption requirements held by the GCEDC to provide local labor for the execution of our scope of work per items 1) Warranty and 2) Specialized Construction. In addition, CB&I will also be working with the local boilermaker union to provide welders that meet our minimum requirements. As owner of the facility, please complete and submit the GCIDA Exemption Request Form for the Sphere scope.

Attachments:

1. Appendix A – CB&I Standard Warranty

Sincerely,

Adam W. French
CBI Services, LLC
Project Manager
Adam.French@mcdermott.com
O: 302.325.8421
M: 815.341.7838



Appendix A

CB&I Standard Warranty

The final mutually agreed warranty language will be stipulated in the final/executed EPC Agreement between Plug Power/CB&I.

Section L – WARRANTY

L1 Contractor warrants the work to be done pursuant to the Contract for one (1) year from the date of completion, in the case of a Structure constructed by Contractor, or from the date of delivery, in the case of a shop-built Structure, and Contractor will repair any defects in the work (within its original scope) caused by faulty design, workmanship, or material furnished by Contractor of which Contractor is given prompt written notice during such warranty period, subject to the following conditions:

a) This warranty does not cover attack on the materials of construction, paint, coatings, linings, or insulation because of damaging service conditions encountered, including but not limited to electrolytic, chemical, or abrasive action;

b) This warranty covers paint, coatings, linings, or insulation only if the same have been specified or approved in writing by Contractor, and then only to the extent of liability to Contractor of the manufacturer or installer thereof, or both, but any warranty obtained by Contractor from any such manufacturer or installer shall be deemed to have been obtained for the benefit of Company;

c) This warranty covers equipment, accessories and parts not manufactured by Contractor only to the extent of liability to Contractor on the part of the manufacturer thereof, but any warranty obtained by Contractor from any such manufacturer shall be deemed to have been obtained for the benefit of Company;

d) The work shall be deemed complete and accepted by Company unless Company notifies Contractor in writing of any deficiencies therein within two (2) weeks after Contractor's testing (if testing is a part of the Contract) or of delivery, as the case may be; or if testing is delayed for any reason attributable to Company, the work shall be deemed complete and accepted by Company within two (2) weeks after readiness for testing;

e) Work on or use of any Structure by Company or others shall be permitted prior to acceptance only pursuant to the prior written consent of Contractor, and, in such event, the warranty period shall commence upon the date of such work or use; provided, however, all rights of Company under Section K and this Section L shall be forfeited if such consent has not been obtained;

f) The fulfillment of the warranty set forth in this Section L and of the indemnity set forth in Section K shall be the only obligations of Contractor with respect to any Structure or repairs after acceptance thereof;

g) Notwithstanding the foregoing, the warranty period for any part or component of the work (including warranty work) shall in no event extend beyond twenty-four (24) months from the date of commencement of the original warranty period.

h) THE FOREGOING WARRANTY AND THE REMEDY CONTAINED THEREIN ARE THE SOLE AND EXCLUSIVE OBLIGATION OF CONTRACTOR AND THE SOLE AND EXCLUSIVE REMEDY OF COMPANY FOR ANY DEFECTS IN CONTRACTOR'S WORK, AND ALL OTHER WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, ARE EXPRESSLY EXCLUDED; and

i) If, after the Structure has been placed in service but within the warranty period, any repairs are required pursuant to this warranty, the Structure shall be disconnected from all piping and be cleaned, freed of liquids, solids, explosives, and combustible, toxic, or asphyxiant gases, and otherwise made safe by Company for performance of the repair work at no cost to Contractor.

Section O – REPAIR WORK AND NEW WORK IN AN EXTRA-HAZARDOUS AREA

O1 This section, in addition to the other terms and conditions of the Contract, covers all work (whether new, alterations, repairs, or otherwise) performed in an extra-hazardous area, all field repairs, alterations, or



extensions of existing structures, and all work by Contractor upon structures not originally furnished by Contractor.

O2 Structures that have been used in certain types of storage and processing service present unusual safety hazards to personnel in the work area. Company shall physically disconnect all such structures from existing piping before Contractor undertakes any work. Unless cleaning is specifically stated to be part of the work covered by the proposal, Company shall clean the structure and free it from any toxic or hazardous substances, including but not limited to asbestos, shall maintain the work area entirely free of explosives, combustible, toxic, or asphyxiant gases, and hazardous substances at no cost to Contractor and shall sign a safe work order on a form provided by Contractor for that purpose before any work is commenced by Contractor.

O3 Before work is commenced on an existing structure, Company shall furnish to Contractor a complete set of "as-built" drawings of the structure and a statement of the age of the structure, the service in which it has been used, the nature and extent of repairs, modifications, and extensions contemplated, the testing, if any, to be performed upon completion of work, and the proposed service of the structure after completion of work.

O4 Unless so stated in the proposal, testing is not included in the work to be done by Contractor. If the proposal includes testing, then Section G of these General Contractual Conditions shall apply.

O5 Company must take full responsibility for the condition of the structure prior to the commencement of work, the nature and extent of the work, the removal and making safe to Contractor's **satisfaction of any toxic or hazardous substances or materials**, including but not limited to asbestos, which may be discovered during performance of the work or which may adversely affect the safe performance of the work, the adequacy of the structure to meet Company's needs upon completion of work, and the type and severity of any test to be imposed upon the structure upon completion of work. This responsibility of Company shall also include the effects of prior use (such as distortion, corrosion, and abrasion) upon structural adequacy and the effects of any proposed changes in operating conditions (such as pressure, temperature, or chemical and electrolytic properties of the product to be transported, stored, or processed) upon the suitability of the structure upon **completion of work for the service intended**. Contractor's obligations concerning hazardous materials shall apply only to those hazardous materials brought by Contractor to the site. Company agrees to release, protect, indemnify, and hold harmless Contractor and its subcontractors from any and all claims and liability relating to any pre-existing hazardous materials at the Company's site where the Contractor's work will be performed.

MSA
1/6/22

Customer Information

Potential Customer: Franklin Real Estate & Development Opportunity Type: Attraction
 Proj. St. Address: 8940 Alleghany Road Opportunity Product: Property Sales & Mortgage Recording Taxes Only
 City/Town/Village: Town of Pembroke//Pembroke Type of Project: Attraction
 Proj. Description: 2022 Pembroke Apartments New Jobs: --
 Total Capital Investment: \$1,744,539 Retained Jobs: --
 Incentive Amount: \$243,402 School District: Pembroke
 Benefited Amount: \$1,744,539 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: Date of Public Hearing:
 Initial Acceptance Date: 1/13/2021 Inducement Date:

Opportunity Summary: Franklin Real Estate & Development is planning on building two 7,725 square-foot, 8-unit market rate apartment buildings in the town of Pembroke. Each 2-story building consists of 7 two-bedroom units and 1 one-bedroom unit. The \$1.74 million project's buildings will total 15,460 square feet combined.

Two recent studies by LaBella Associates - the Genesee County Housing Needs Assessment - and The Rockefeller Institute of Government (SUNY's Think Tank) - Generating Growth in Genesee County - identify housing availability as Genesee County's biggest challenge in order to fully realize the value of the economic development strategy that is in-place and being implemented. LaBella Associates reported that 4,800 units are needed in the next 20 years across multiple sectors, including rental units and single-family homes.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$147,838), a sales tax abatement (\$81,608), and a mortgage tax exemption (\$13,956).

Economic Impact: For every \$1 of public benefit the project is estimated to generate \$7 of economic activity in the local economy.

Project Detail (Total Capital Investment)

Building Cost (Construction): \$1,700,164 Capital Improvements: \$0
 Equipment (non-taxable): \$0 Equipment (Taxable) / Other Proj Investment: \$0
 Land Cost (Real Estate): \$44,375
 Total Capital Investment: \$1,744,539

Estimated Benefits Provided

Sales Tax Exempt: \$81,608 Tax Exempt Bond: \$0
 Mortgage Tax Exempt: \$13,956 Land Sale Subsidy: \$0
 Property Tax Exempt: \$147,838
 Total Estimated Tax Incentives Provided: \$243,402

MRB
1/6/22

Genesee County Industrial Development Agency MRB Cost Benefit Calculator



Date: January 3, 2022
Project Title: Franklin Real Estate & Development
Project Location: Pembroke, NY

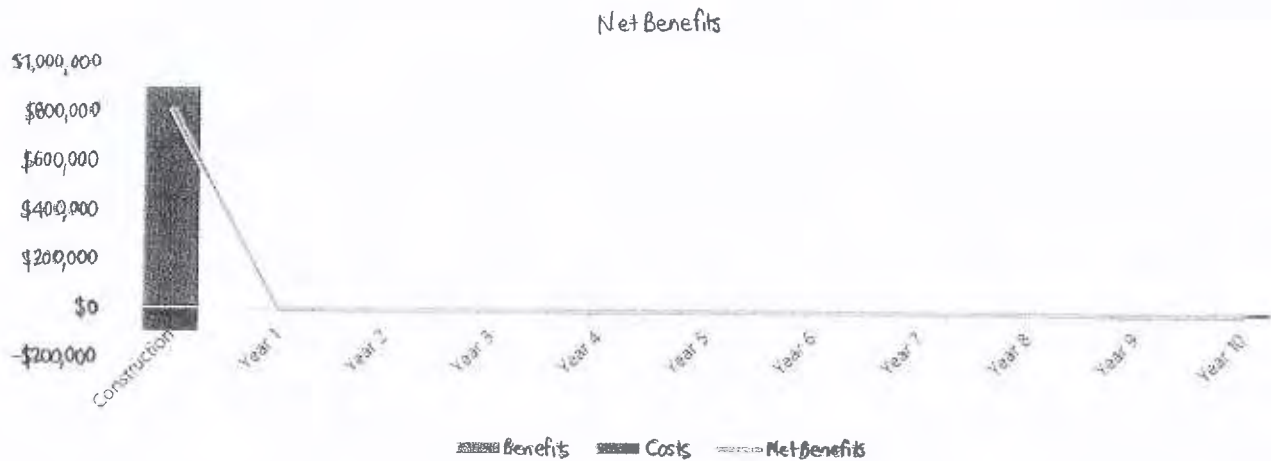
Economic Impacts

Summary of Economic Impacts over the Life of the PILOT
Project Total Investment
\$1,744,539

Temporary Construction			
	Direct	Indirect	Total
Jobs	9	3	12
Earnings	\$731,170	\$120,967	\$852,137
Local Spend	\$1,744,539	\$432,381	\$2,176,920

Ongoing Operations Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	0	0	0
Earnings	\$0	\$0	\$0

Figure 1



Legend: Benefits (hatched), Costs (solid black), Net benefits (dotted)

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

Figure 2

Figure 3

Total Jobs

Total Earnings



Fiscal Impacts

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$98,562	\$86,145
Sales Tax Exemption	\$81,608	\$81,608
Local Sales Tax Exemption	\$40,804	\$40,804
State Sales Tax Exemption	\$40,804	\$40,804
Mortgage Recording Tax Exemption	\$13,956	\$13,956
Local Mortgage Recording Tax Exemption	\$6,978	\$6,978
State Mortgage Recording Tax Exemption	\$6,978	\$6,978
Total Costs	\$194,126	\$181,709

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$1,010,552	\$997,431
To Private Individuals	<u>\$852,137</u>	<u>\$852,137</u> ✓
Temporary Payroll	\$852,137	\$852,137
Ongoing Payroll	\$0	\$0
Other Payments to Private Individuals	\$0	\$0
To the Public	<u>\$158,415</u>	<u>\$145,294</u> ✓
Increase in Property Tax Revenue	\$137,618	\$126,006
Temporary Jobs - Sales Tax Revenue	\$5,965	\$5,965
Ongoing Jobs - Sales Tax Revenue	\$0	\$0
Other Local Municipal Revenue	\$14,832	\$13,323
State Benefits	\$44,311	\$44,311
To the Public	<u>\$44,311</u>	<u>\$44,311</u>
Temporary Income Tax Revenue	\$38,346	\$38,346
Ongoing Income Tax Revenue	\$0	\$0
Temporary Jobs - Sales Tax Revenue	\$5,965	\$5,965
Ongoing Jobs - Sales Tax Revenue	\$0	\$0
Total Benefits to State & Region	\$1,054,864	\$1,041,742

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$997,431	\$133,927	7:1 ✓
State	\$44,311	\$47,782	1:1
Grand Total	\$1,041,742	\$181,709	6:1

*Discounted at 2%

Additional Comments from IDA

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



Client Company Investment Project Financial Assistance PROPOSAL

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

Project Profile:
Company: Franklin Real Estate & Development (Pembroke) non-mfg equipment
 Project Description: building cost
 Project Cost: \$ 1,744,539 \$ 1,700,164
 Project Cost subject to Sales Tax: \$ 1,020,098 60% bldg cost + non mfg equipt
 Project Cost to be Financed via Mortgage: \$ 1,395,631 80%
 Estimated Assessed value of Real Property/Building upon completion*: \$ 927,000
 Jobs Created: next 3 years
 Jobs Retained: next 3 years

Date: 1/6/22
 Start Date: 60.00 \$ / Assessed \$/sq/ft

Applicable GCEDC Products:

Financial Assistance: Cost Reduction Through Tax Savings:

Sale/Leaseback (SLB):

	1 Year View	3 Year View	Project Lifetime
Sales Tax Exemption (Savings):	\$ 81,608	\$ 81,608	\$ 81,608
Mortgage Tax Exemption (Savings):	\$ 13,956	\$ 13,956	\$ 13,956
Real Property Tax Abatement (PILOT):			\$ 40%
Average Abatement (savings %) over project life	40%		
PILOT Term in years	10		
Gross Property Tax Costs	\$ 26.58	\$ 24,640	\$ 73,919
Payment Schedule (% Real Property Taxes Paid)			60%
Net Required Property Tax payments per PILOT			\$
PILOT Real Property Tax Savings (Next taxable year)	\$ 24,640	\$ 73,919	\$ 147,838
Total Tax Savings via Sale/Leaseback (SLB):	\$ 120,204	\$ 169,483	\$ 243,402

Financing: Cost Reduction via low cost financing (below prime rate):

	1 Year View	3 Year View	Project Lifetime
Financed	\$ -	\$ -	\$ -
Term in mo			Prime + 1%
RLF APR			
Gross Cost Savings via GCEDC programs:	\$ 120,204	\$ 169,483	\$ 243,402

Participation Fees (Costs):

GCEDC Application Fee (non-refundable):	\$ 250
GCEDC Project Fee (% Total Project Cost):	\$ 21,807
Legal Fees: SLB (Contract Development, Documentation, Filing fees):	\$ 5,000
Legal Fees: RLF (Contract Development, Documentation, Filing fees):	\$ 27,057
Total Participation Fees:	\$ 54,114

Summary:

Total Costs Savings / Benefits via GCEDC programs (after participation f. \$)	\$ 93,147	\$ 142,426	\$ 216,345
Total Benefits as % Total Project Cost:	5%	8%	12%
Return on Investment (ROI) = Net Savings / Participation Fees:	344%	526%	800%
National Grid			Total Savings \$ 216,345

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

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

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

PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!

Gross Property Tax Per Year \$ 24,640
 To be paid 100% \$ 1,483

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Year of Exemption	% of Paid Taxes	Net Savings	Municipalities		Total
			Tax to be Paid	Total	
1	20%	\$19,712	\$ 4,928	\$24,640	
2	20%	\$19,712	\$ 4,928	\$24,640	
3	20%	\$19,712	\$ 4,928	\$24,640	
4	30%	\$17,248	\$ 7,392	\$24,640	
5	30%	\$17,248	\$ 7,392	\$24,640	
6	30%	\$17,248	\$ 7,392	\$24,640	
7	50%	\$12,320	\$12,320	\$24,640	
8	50%	\$12,320	\$12,320	\$24,640	
9	70%	\$7,392	\$17,248	\$24,640	
10	80%	\$4,928	\$19,712	\$24,640	
Total	40%	\$147,838	\$98,559	\$246,397	

Fire District fee \$ 1,483
 \$ 1,483
 \$ 1,483
 \$ 1,483
 \$ 1,483
 \$ 1,483
 \$ 1,483
 \$ 1,483
 \$ 1,483
 \$ 1,483
 \$ 14,832

Based on an analysis of existing conditions, community and stakeholder input, as well as market data, the following recommendations provide short, medium and long term solutions to address Genesee County's housing and community development needs.

1. **Establish a single family, moderate income, owner occupied Countywide Housing Rehabilitation Program:** While some communities have applied independently for these programs, and some agencies provide funding for extremely low income individuals, there is a significant demand for individuals to upgrade their homes as there is limited supply of homes for those earning between 51-80% of HAMFI. The program should be county-wide to have the greatest impact and also realize efficiencies with administration.
2. **Establish a Rental Unit Rehabilitation Program County-Wide:** There are an estimated 2,975 renter units with housing problems. While a rental rehabilitation program is administratively difficult because it involves tracking incomes of renters who often move, it may be easier to start with larger landlords that have the capacity to help in obtaining income information.
3. **Require Aging in Place or Accessibility Improvements with Rehabilitation Programs:** As a minimum requirement of all rehabilitation programs require an assessment and implementation of improvements that will make units accessible for the population as it ages. This may be simple improvements like adding grab bars to more involved improvements like installing ramps. There should also be a focus on making those improvements in first floor apartments that limit the number of steps.
4. **Construct or Rehabilitate Accessible Apartments for Extremely Low Income Households, Elderly, and Veterans.** The demand exceeds the supply of extremely low income housing and there are multiple grant, funding and tax incentive programs that support very low income projects.
5. **Construct Market Rate Apartments:** There is a significant demand for market rate (non-subsidized) apartments for those households earning 80% or more of HAMFI. Moreover, all growth scenarios predict a change in consumer preferences for apartments.
6. **Construct New Moderate Income to Market Rate Owner Occupied Housing or Rehabilitate Older Units to Meet the Need:** There is significant demand for owner occupied units above \$100,000 (2015 dollars), with the exception of those in the \$200,000 - \$250,000 range.
7. **Prepare for and Support the Development of Smaller Owner Occupied Lots:** Both national trends and the study's community survey suggest that more residents are looking for smaller lots to reduce costs and maintenance.

8. **Construct/Rehabilitate Transitional Housing for Veterans** – With the exception of a handful of units available at the Veteran’s Administration campus, there is no transitional housing available in the County for Veterans.
9. **Build New Housing in Downtowns and Main Streets with sidewalks, trails, internet and amenities** – Almost 500 residents participated in County wide survey and a large majority indicated they would look for Downtown/Main Street locations if they were to move. Amenities such as trails, sidewalks and public transit were among the highest amenities requested. While not all housing options are appropriate or scalable to downtown, multi-family, townhome, small lot and rehabbed or re-repurposes housing options are suitable for downtown.
10. **Update Zoning Procedures and Prepare for Future Housing** – While a comprehensive review of municipal zoning ordinances and Comprehensive Plans suggested most communities promote most housing types, the reality is that some housing types, including multi-family housing, often gets rejected at the Planning, Zoning or Municipal board levels for various reasons. If the market demand for specific housing recommended in this report is not met, it could potentially stunt economic development efforts and promote out migration of current residents.
11. **Provide Incentives for Market Rate Housing** – Grants or tax incentives should be provided to promote new construction and rehabilitation. The Return on Investment to build new and rehabilitate existing housing units is low or negative.

MM
1/6/22



Project Name: Franklin Real Estate & Development

Board Meeting Date: January 13, 2022

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

PROJECT DESCRIPTION:

Franklin Real Estate & Development is planning on building two 8-unit market rate apartment buildings in the town of Pembroke. Each 2-story building consists of 7 two-bedroom units and 1 one-bedroom unit and 7,725 sq. ft. Both buildings will total 15,460 sq. ft.

Two recent studies by LaBella Associates - the Genesee County Housing Needs Assessment - and The Rockefeller Institute of Government (SUNY's Think Tank) - Generating Growth in Genesee County - identify housing availability as Genesee County's biggest challenge in order to fully realize the value of the economic development strategy that is in-place and being implemented. LaBella Associates reported that 4,800 units are needed in the next 20 years across multiple sectors, including rental units and single-family homes.

The project is investing \$1.74 million.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$147,838), a sales tax abatement (\$81,608), and a mortgage tax exemption (\$13,956).

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

Project details: The project will not create any direct jobs.

Board Discussion: N/A

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 \$1,744,539 and build two apartment buildings totaling 15,460 sq. ft.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will contribute towards a “livable community” as the housing shortage is outlined in Labella’s housing study of Genesee County 2018 report.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

The Fiscal impacts (discounted value) on Local Benefits totals approximately \$1 million (\$852,137 indirect payroll and \$145,294 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$7 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 Spring of 2022 and be operational by Winter 2022.

Board Discussion

Board Concurrence: YES NO If no, state justification:

may
1/16/22

INITIAL RESOLUTION
(Franklin Real Estate and Development LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, January 13, 2022.

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

Resolution No. 01/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF FRANKLIN REAL ESTATE AND DEVELOPMENT 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, **FRANKLIN REAL ESTATE AND DEVELOPMENT LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at 8940 Allegheny Road, Town of Pembroke, Genesee County, New York (the "Land", being more particularly identified as tax parcel No. 19.-1-46.112); (ii) the planning, design, construction and operation of two (2) 8-unit residential apartment buildings consisting of seven (7) two-bedroom apartments and one (1) 1-bedroom apartment comprising approximately 15,450 square feet, along with utility and site improvements, parking lots, access and egress improvements, curbage, landscaping and other related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

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

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

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

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

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

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

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

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

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION

(Franklin Real Estate and Development 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 January 13, 2022, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

MS
1/6/22

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: \$3,150,000 Retained Jobs: 4 ✓
 Incentive Amount: \$490,225 School District: Byron- Bergen
 Benefited Amount: \$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 \$3.15 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), a sales tax abatement (\$109,600), and a mortgage tax exemption (\$25,200).
 Economic Impact: For every \$1 of public benefit the company is investing \$10 into the local economy

Project Detail (Total Capital Investment)

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

Estimated Benefits Provided

Sales Tax Exempt: \$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: \$490,225

MM
1/6/22

Genesee County Industrial Development Agency MRB Cost Benefit Calculator



Date: January 4, 2022
Project Title: J Rental - Apple Tree Acres, LLC
Project Location: Bergen, NY

Economic Impacts

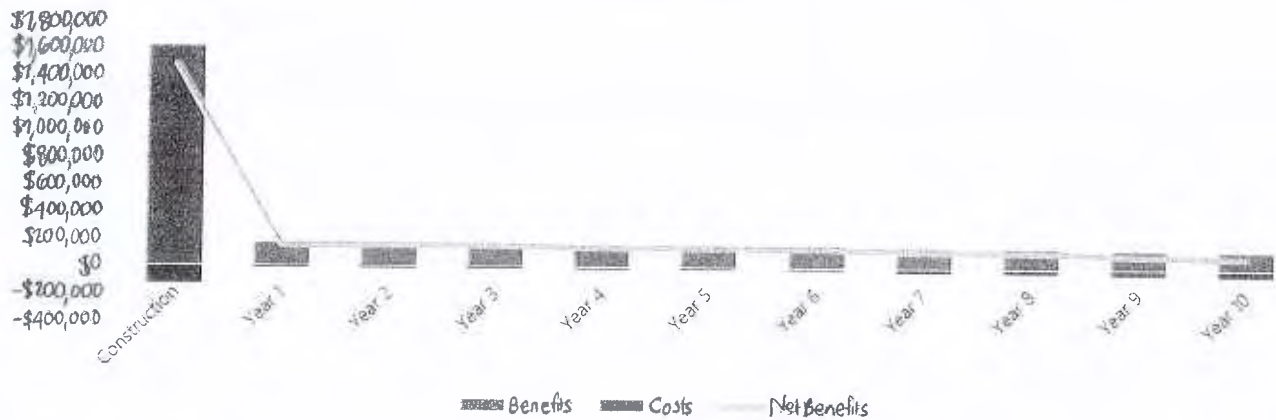
Summary of Economic Impacts over the Life of the PILOT
Project Total Investment
\$3,150,000

Temporary Construction			
	Direct	Indirect	Total
Jobs	15	5	20
Earnings	\$1,302,641	\$218,582	\$1,521,223
Local Spend	\$3,150,000	\$784,404	\$3,934,404

Ongoing Operations Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	3	1	4
Earnings	\$900,000	\$207,525	\$1,107,525

Figure 1

Net Benefits

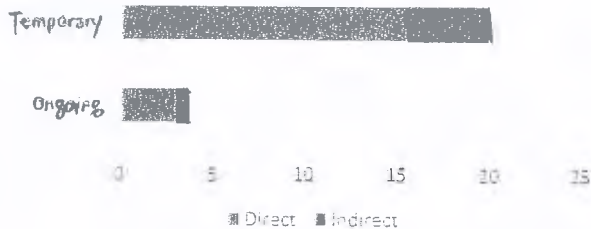


Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

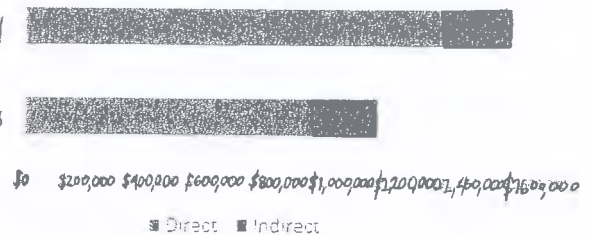
Figure 2

Figure 3

Total Jobs



Total Earnings



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$236,950	\$207,099
Sales Tax Exemption	\$109,600	\$109,600
Local Sales Tax Exemption	\$54,800	\$54,800
State Sales Tax Exemption	\$54,800	\$54,800
Mortgage Recording Tax Exemption	\$25,200	\$25,200
Local Mortgage Recording Tax Exemption	\$12,600	\$12,600
State Mortgage Recording Tax Exemption	\$12,600	\$12,600
Total Costs	\$371,750	\$341,899

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$3,024,274	\$2,878,179 ✓
To Private Individuals	<u>\$2,628,748</u>	<u>\$2,516,067 ✓</u>
Temporary Payroll	\$1,521,223	\$1,521,223
Ongoing Payroll	\$1,107,525	\$994,844
Other Payments to Private Individuals	\$0	\$0
To the Public	<u>\$395,526</u>	<u>\$362,112 ✓</u>
Increase in Property Tax Revenue	\$355,425	\$325,007
Temporary Jobs - Sales Tax Revenue	\$10,649	\$10,649
Ongoing Jobs - Sales Tax Revenue	\$7,753	\$6,964
Other Local Municipal Revenue	\$21,700	\$19,492
State Benefits	\$136,695	\$130,835
To the Public	<u>\$136,695</u>	<u>\$130,835</u>
Temporary Income Tax Revenue	\$68,455	\$68,455
Ongoing Income Tax Revenue	\$49,839	\$44,768
Temporary Jobs - Sales Tax Revenue	\$10,649	\$10,649
Ongoing Jobs - Sales Tax Revenue	\$7,753	\$6,964
Total Benefits to State & Region	\$3,160,969	\$3,009,014

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$2,878,179	\$274,499	10:1 ✓
State	\$130,835	\$67,400	2:1
Grand Total	\$3,009,014	\$341,899	9:1

*Discounted at 2%

Additional Comments from IDA

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



3.3

Client Company Investment Project Financial Assistance PROPOSAL

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

Project Profile:

Company:

Project Description:

Project Cost

Project Cost subject to Sales Tax

Project Cost to be Financed via Mortgage

Estimated Assessed value of Real Property/Building upon completion*

Jobs Created: next 3 years

Jobs Retained: next 3 years

Inputs J Rental - Phase II

building cost	2,200,000	non-mfg equipment	\$50,000
60% bldg cost + non mfg equipt			
50,000 sq ft		Assessed \$/sq/ft	35.00

Date: 1/6/22

Start Date:

1 Year View 3 Year View Project Lifetime

Applicable GCEDC Products:

Financial Assistance: Cost Reduction Through Tax Savings:

Sale/Leaseback (SLB):

Sales Tax Exemption (Savings):	8.00%	\$	109,600	\$	109,600	\$	109,600
Mortgage Tax Exemption (Savings):	1.00%	\$	25,200	\$	25,200	\$	25,200
Real Property Tax Abatement (PILOT):	40%						
Average Abatement (savings %) over project life							40%
PILOT Term in years	10						
Gross Property Tax Costs	\$	33.85	\$	59,238	\$	177,713	\$
Payment Schedule (% Real Property Taxes Paid)							60%
Net Required Property Tax payments per PILOT							
PILOT Real Property Tax Savings (Next taxable year)	\$	59,238	\$	177,713	\$	355,425	
Total Tax Savings via Sale/Leaseback (SLB):	\$	194,038	\$	312,513	\$	490,225	

Financing: Cost Reduction via low cost financing (below prime rate):

Revolving Loan Fund (RLF):

Loan Factors: Term in mo RLF APR Prime + 1%

Interest Rate Savings:

Gross Cost Savings via GCEDC programs:

Participation Fees (Costs):

GCEDC Application Fee (non-refundable):

GCEDC Project Fee (% Total Project Cost):

Legal Fees: SLB (Contract Development, Documentation, Filing fees)

Legal Fees: RLF (Contract Development, Documentation, Filing fees):

Total Participation Fees:

Summary:

Total Costs Savings / Benefits via GCEDC programs(after participation f. \$

Total Benefits as % Total Project Cost:

Return on Investment (ROI) = Net Savings / Participation Fees:

250	5%	316%	570%	8%	14%	951%
147,413	265,888	443,600	443,600	443,600	443,600	443,600

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

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

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

PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!

46

Gross Property Tax Per Year \$ 59,238					Bergen	
Year of Exemption	% of Paid Taxes	Net Savings	Municipalities Tax to be Paid	Total	To be paid	100%
1	20%	\$47,390	\$ 11,848	\$59,238	\$	2,170
2	20%	\$47,390	\$ 11,848	\$59,238	\$	2,170
3	20%	\$47,390	\$ 11,848	\$59,238	\$	2,170
4	30%	\$41,466	\$ 17,771	\$59,238	\$	2,170
5	30%	\$41,466	\$ 17,771	\$59,238	\$	2,170
6	30%	\$41,466	\$ 17,771	\$59,238	\$	2,170
7	50%	\$29,619	\$ 29,619	\$59,238	\$	2,170
8	50%	\$29,619	\$ 29,619	\$59,238	\$	2,170
9	70%	\$17,771	\$ 41,466	\$59,238	\$	2,170
10	80%	\$11,848	\$ 47,390	\$59,238	\$	2,170
Total	40%	\$355,425	\$236,950	\$592,375	\$	21,700

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4/6/22



Project Name: Apple Tree Acres, LLC – Phase II (J Rentals)

Board Meeting Date: January 13, 2022

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

PROJECT DESCRIPTION:

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 \$3.15 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), a sales tax abatement (\$109,600), and a mortgage tax exemption (\$25,200).

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

Project details: The project will create 3 FTEs with an average salary range \$30,000-\$35,000 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 \$3,150,000 and build a 50,000-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.

The Fiscal impacts (discounted value) on Local Benefits totals \$2.88 million (\$2.52 million in total direct & indirect payroll and \$362,112 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$10 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 Spring of 2022 and be operational in 2023.

Board Discussion

Board Concurrence: YES NO If no, state justification:

MM 1/13/22

INITIAL 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, January 13, 2022.

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

Resolution No. 01/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF APPLETREE ACRES 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, **APPLETREE ACRES LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain 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"), all in furtherance of creating space to continue to host/offer professional development activities to twenty-two school districts within the BOCES region; 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 Existing Improvements, 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	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

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 January 13, 2022, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

M&L
12/3/21

Customer Information

Potential Customer:	Mega Properties, Inc	Opportunity Type:	Attraction
Proj. St. Address:	4320 Federal Drive	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	//Batavia	Type of Project:	Attraction
Proj. Description:	2021 Aludyne building	New Jobs:	11 ✓
Total Capital Investment:	\$8,500,000	Retained Jobs:	9 ✓
Incentive Amount:	\$603,847	School District:	Batavia
Benefited Amount:	\$8,500,000	PILOT Applicable:	

Project Information

Organization:	GCEDC		
Opportunity Source:	Commercial Real Estate Broker	Date of Public Hearing:	tbd
Initial Acceptance Date:		Inducement Date:	
Opportunity Summary:	<p>Mega Properties, Inc. is proposing to purchase the former Aludyne (Chassix) building (147,000 sq ft) on Federal Drive in the town of Batavia. The project is investing \$8.5 million and is pledging to create 11 FTEs with an average salary range of \$30,000-\$80,000 annually plus benefits. The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$483,847), a sales tax abatement (\$60,000), and a mortgage tax exemption (\$60,000).</p>		
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):	\$0	Capital Improvements:	\$0
Equipment (non-taxable):	\$0	Equipment (Taxable) / Other Proj Investment:	\$750,000 ✓
Land Cost (Real Estate):	\$7,750,000 ✓		
Total Capital Investment:	\$8,500,000 ✓		

Estimated Benefits Provided

Sales Tax Exempt:	\$60,000 ✓	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$60,000 ✓	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$483,847 ✓		
Total Estimated Tax Incentives Provided:	\$603,847		
Total Amount Finance:	\$6,000,000		
Mortgage Amount:	\$6,000,000	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	
City of Batavia:	\$0	Other Amount:	\$0
Chamber of Commerce:			
Total Amount Finance:	\$6,000,000		

11/18

Cost-Benefit Analysis for Mega Properties, Inc

Cost-Benefit Analysis for Mega Properties, Inc

Executive Summary

INVESTOR
Mega Properties, Inc

TOTAL JOBS
11 Ongoing;
0 Temporary

TOTAL INVESTED
\$8.5 Million

LOCATION
4320 Federal
Drive Batavia, NY
14020

TIMELINE
10 Years

FIGURE 1

Discounted* Net Benefits for Mega Properties, Inc by Year

Total Net Benefits: \$3,492,000

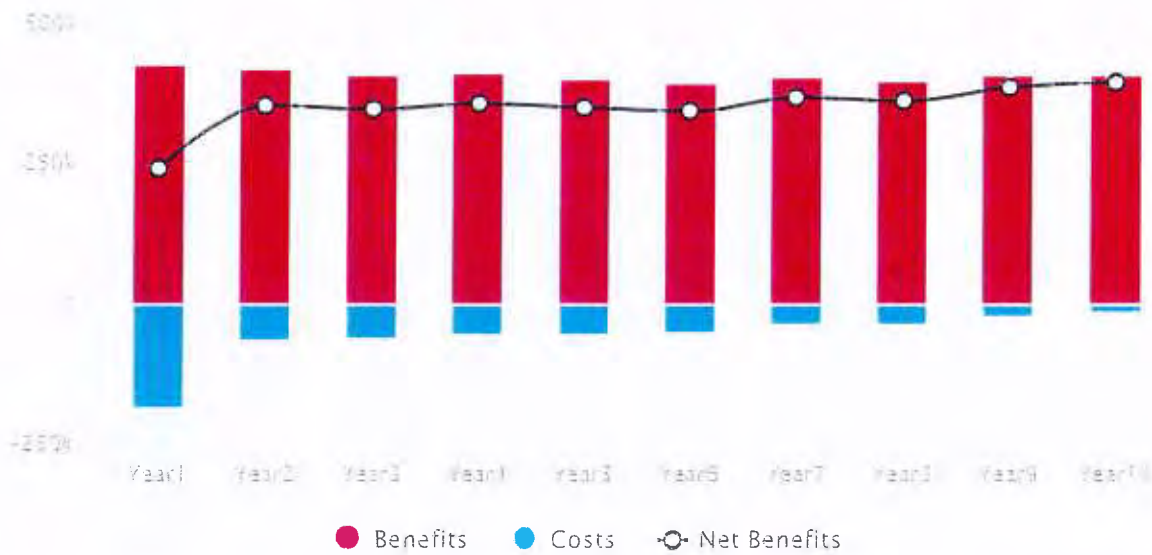


FIGURE 2

Total Jobs

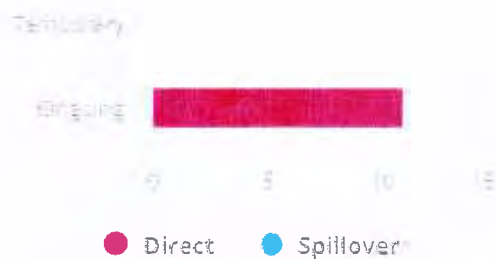


FIGURE 3

Total Payroll



Proposed Investment

Mega Properties, Inc proposes to invest \$8.5 million at 4320 Federal Drive Batavia, NY 14020 over 10 years. Genesee County Economic Development Center staff summarize the proposed with the following: The company is purchasing an existing 147,000 sq ft in the town of Batavia.

TABLE

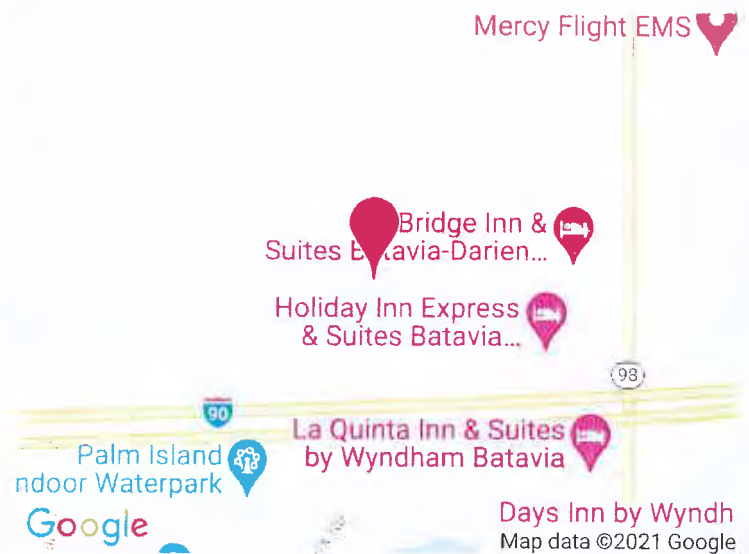
Proposed Investments

Description	Amount
OTHER SPENDING	
Building purchase	\$7,750,000
Other equipment	\$750,000
Total Investments	\$8,500,000
Discounted Total (2%)	\$8,500,000

May not sum to total due to rounding.

FIGURE

Location of Investment



Cost-Benefit Analysis

A cost-benefit analysis of this proposed investment was conducted using InformAnalytics, an economic impact model developed by CGR. The report estimates the impact that a potential project will have on the local economy based on information provided by Genesee County Economic Development Center. The report calculates the costs and benefits for specified local taxing districts over the first 10 years, with future returns discounted at a 2% rate.

Table 1

Estimated Costs or Incentives

Genesee County Economic Development Center is considering the following incentive package for Mega Properties, Inc.

Description	Nominal Value	Discounted Value*
Property Tax Exemption	\$495,000	\$461,000
Sales Tax Exemption	\$59,000	\$59,000
Mortgage Recording Tax Exemption	\$60,000	\$60,000
Total Costs	\$614,000	\$581,000

May not sum to total due to rounding.

* Discounted at 2%

TABLE 3

State & Regional Impact (Life of Project)

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

Description	Direct	Spillover	Total
REGIONAL BENEFITS	\$4,228,000	\$0	\$4,228,000
To Private Individuals	\$3,850,000	\$0	\$3,850,000
Ongoing Payroll	\$3,850,000	\$0	\$3,850,000
To the Public	\$378,000	\$0	\$378,000
Property Tax Revenue	\$330,000	N/A	\$330,000
Ongoing Sales Tax Revenue	\$48,000	\$0	\$48,000
STATE BENEFITS	\$187,000	\$0	\$187,000
To the Public	\$187,000	\$0	\$187,000
Ongoing Income Tax Revenue	\$138,000	\$0	\$138,000
Ongoing Sales Tax Revenue	\$49,000	\$0	\$49,000
Total Benefits to State & Region	\$4,415,000	\$0	\$4,415,000
Discounted Total Benefits (2%)	\$4,073,000	\$0	\$4,073,000

May not sum to total due to rounding.

Benefit to Cost Ratio

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

Description	Benefit*	Cost*	Ratio
Region	\$3,901,000	\$521,000	7:1
State	\$172,000	\$60,000	3:1
Grand Total	\$4,073,000	\$581,000	7:1

May not sum to total due to rounding.

* Discounted at 2%

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



Client Company Investment Project Financial Assistance PROPOSAL

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

Project Profile:		building cost	non-mfg equipment	Date
Company:		\$ 8,500,000	\$750,000	11/8/21
Project Description:		Mega Properties - Alludryne		
Project Cost		\$ 750,000	Start Date:	
Project Cost subject to Sales Tax		\$ 6,000,000		
Project Cost to be Financed via Mortgage		\$ 2,380,000		
Estimated Assessed value of Real Property/Building upon completion*		60% bldg cost + non mfg equipt		
Jobs Created: next 3 years		\$	0	\$ 40.00
Jobs Retained: next 3 years		\$	sq ft	Assessed \$/sq/ft

	1 Year View	3 Year View	Project Lifetime	current
Applicable GCEDC Products:				Proposed increase
Financial Assistance: Cost Reduction Through Tax Savings:				3,520,000
Sale/Leaseback (SLB):				5,880,000
Sales Tax Exemption (Savings):	3.00%	\$ 60,000	\$ 60,000	2,360,000
Mortgage Tax Exemption (Savings):	1.00%	\$ 60,000	\$ 60,000	
Real Property Tax Abatement (PILOT):	40%			
Average Abatement (savings %) over project life	10			
PILOT Term in years	34.17	\$ 80,641	\$ 241,924	
Gross Property Tax Costs				
Payment Schedule (% Real Property Taxes Paid)				60%
Net Required Property Tax payments per PILOT				
PILOT Real Property Tax Savings (Next taxable year)		\$ 80,641	\$ 241,924	\$ 483,847
Total Tax Savings via Sale/Leaseback (SLB):		\$ 200,641	\$ 361,924	\$ 603,847
Financing: Cost Reduction via low cost financing (below prime rate):				
Revolving Loan Fund (RLF):				
Loan Factors:	Term in mo	RLF APR	Prime + 1%	
Interest Rate Savings:	\$	\$	\$	
Gross Cost Savings via GCEDC programs:	\$	\$ 200,641	\$ 361,924	\$ 603,847

	1 Year View	3 Year View	Project Lifetime	National Grid	Total Savings
Participation Fees (Costs):					\$ 484,847
GCEDC Application Fee (non-refundable):	\$	250			
GCEDC Project Fee (% Total Project Cost):	1.25%	\$ 106,250			
Legal Fees: SLB (Contract Development, Documentation, Filing fees)		\$ 12,500			
Legal Fees: RLF (Contract Development, Documentation, Filing fees)					
Total Participation Fees:	\$	119,000			
Summary:					
Total Costs Savings / Benefits via GCEDC programs(after participation f	\$	81,641	\$ 242,924	\$ 484,847	\$ 484,847
Total Benefits as % Total Project Cost:	1%	3%	6%		
Return on Investment (ROI) = Net Savings / Participation Fees:	69%	204%	407%		

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

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

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

PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!

Gross Property Tax Per Year \$ 80,641

Year of Exemption	% of Paid Taxes	Net Savings	Municipalities Tax to be Paid	Total
1	20%	\$64,513	\$ 16,128	\$80,641
2	20%	\$64,513	\$ 16,128	\$80,641
3	20%	\$64,513	\$ 16,128	\$80,641
4	30%	\$56,449	\$ 24,192	\$80,641
5	30%	\$56,449	\$ 24,192	\$80,641
6	30%	\$56,449	\$ 24,192	\$80,641
7	50%	\$40,321	\$ 40,321	\$80,641
8	50%	\$40,321	\$ 40,321	\$80,641
9	70%	\$24,192	\$ 56,449	\$80,641
10	80%	\$16,128	\$ 64,513	\$80,641
Total	40%	\$483,847	\$322,565	\$806,412



Project Name: Mega Properties, Inc

Board Meeting Date: December 2, 2021

Met
11/18/21

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

PROJECT DESCRIPTION:

Mega Properties, Inc. is proposing to purchase the former Aludyne (Chassix) building (147,000 sq ft) on Federal Drive in the town of Batavia.

The project is investing \$8.5 million and is pledging to create 11 FTEs with an average salary range of \$30,000-\$80,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$483,847), a sales tax abatement (\$60,000), and a mortgage tax exemption (\$60,000).

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

Project details: The project will retain 9 FTEs and create 11 FTEs with an average salary range \$30,000-\$80,000 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 is purchasing a recently vacated building and will enhance long term tax base with an investment of \$8,500,000.

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:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project is planning to purchase the facility the first quarter of 2022.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

MM
1/7/2022

SUPPLEMENTAL RESOLUTION
(Mega Properties, Inc. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, January 13, 2022.

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

Resolution No. 01/2022 - ____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON TUESDAY, DECEMBER 21, 2021 WITH RESPECT TO THE MEGA PROPERTIES, INC. (THE "COMPANY") PROJECT (AS DESCRIBED BELOW), (ii) AUTHORIZING THE PROVISION OF FINANCIAL ASSISTANCE (AS DEFINED HEREIN) IN EXCESS OF \$100,000.00, (iii) RATIFYING AND CONFIRMING THE FINDINGS OF THE AGENCY MADE IN THE RESOLUTIONS PREVIOUSLY ADOPTED BY THE AGENCY ON DECEMBER 2, 2021, AND DECEMBER 16, 2021, AND (iv) 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 resolutions adopted on December 2, 2021 (the "Initial Resolution") and December 16, 2021 (the "Final Resolution"), the Agency authorized certain Financial Assistance (as defined in the Final Resolution) with respect to a certain project (the "Project") to be undertaken by **MEGA PROPERTIES, INC.** (the "Company"), as agent of the Agency, consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain real property located at 4320 Federal Drive in the Town of Batavia, Genesee County, New York (the "Land", being more particularly identified as TMID No. 8.-1-66) and the existing improvements located thereon, consisting principally of an approximately 147,000 square foot building (the "Existing Improvements"), (ii) the planning, design, engineering, reconstruction, renovation and rehabilitation of the Existing Improvements for operation as a distribution center, together with 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, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, pursuant to the Final Resolution, the Agency authorized the provision of certain financial assistance to the Company, the amount of which was to not exceed \$100,000.00 until a public hearing was held, in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Project, (b) a partial real property tax abatement structured through a certain Tax Agreement, and (c) a mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance"); and

WHEREAS, pursuant to Section 859-a of the Act, on Tuesday, December 21, 2021, at 2:00 p.m., local time, at 3833 W. Main Street Road, Batavia, New York 14020, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views; and

WHEREAS, the Agency desires to adopt a resolution (i) acknowledging that the Public Hearing with respect to the Project was held in compliance with the Act, (ii) authorizing the provision of the Financial Assistance in excess of \$100,000.00, (iii) ratifying and confirming the findings made by the Agency in the Initial Resolution and Final Resolution adopted, and (iv) if necessary, authorizing the execution and delivery of related documents.

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 Public Hearing held by the Agency on December 21, 2021, concerning the Project and the Financial Assistance to be provided by the Agency to the Company was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Amended Project.

Section 2. By virtue of the conduct of the public hearing, the Agency is hereby authorized to provide the Company with the Financial Assistance in excess of \$100,000.00.

Section 3. Unless amended by the terms hereof, the Agency hereby ratifies, confirms and reaffirms the findings made in the Initial Resolution and Final Resolution and hereby re-approves the Project and the Financial Assistance.

Section 4. 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 5. These Resolutions shall take effect immediately upon adoption.

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

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

The resolutions were thereupon duly adopted.

EXHIBIT A

Notice Documents with Respect to Project
(Public Hearing Held on December 21, 2021)

REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF MEGA PROPERTIES INC., HELD ON TUESDAY, DECEMBER 21, 2021 2:00 P.M. AT THE BATAVIA TOWN HALL, CONFERENCE ROOM, 3833 WEST MAIN STREET ROAD, BATAVIA, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Jim Krencik, Director of Marketing & Communications – GCEDC
Lauren Casey, Finance Assistant – GCEDC
Krista Galdun, Operations Assistant – GCEDC

II. CALL TO ORDER

The public hearing of Mega Properties Inc. Project was opened at 2:02 p.m. at Batavia Town Hall, 3833 West Main Street Road, in the Town of Batavia, Genesee County, New York.

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

III. PROJECT SUMMARY

Mega Properties, Inc. is proposing to purchase the former Aludyne (Chassix) building (147,000 sq ft) on Federal Drive in the town of Batavia.

The project is investing \$8.5 million and is pledging to create 11 FTEs with an average salary range of \$30,000-\$80,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$483,847) (standard 60% abatement over 10 years), a sales tax abatement (\$60,000), and a mortgage tax exemption (\$60,000).

IV. COMMENTS

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

V. ADJOURNMENT

As there were no written or oral comments, the public hearing was closed at 2:12 p.m.



NOTICE LETTER
MEGA PROPERTIES, INC. PROJECT

December 9, 2021

To: Chief Executive Officers Listed
on Schedule A attached hereto

Re: **Genesee County Industrial Development Agency d/b/a Genesee County
Economic Development Center and Mega Properties, Inc.;**
Notice of Public Hearing

Ladies and Gentlemen:

On December 21, 2021, at 2:00 p.m., local time, at 3833 W. Main Street Road, Batavia, New York, the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") will conduct a public hearing regarding the above-referenced project. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to *The Daily News* for publication.

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

The Agency will provide additional access to the public hearing by broadcasting the public hearing in real time online at <https://vimeo.com/571760503>.

Very truly yours,

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

Genesee County Economic Development Center
99 MedTech Drive, Suite 106, Batavia, New York 14020
Phone: 585-343-4866 Fax: 585-343-0848
Email: gcedc@gcedc.com Web: www.gcedc.com
The GCEDC / GGLDC is an equal opportunity provider & employer

SCHEDULE A

GENESEE COUNTY

Genesee County Manager
Genesee County Courthouse
Old Courthouse
7 Main Street
Batavia, New York 14020
CERTIFIED MAIL RECEIPT #
9489 0090 0027 6389 5368 15

Genesee County Legislature
Attn: Chair
Old Courthouse
7 Main Street
Batavia, New York 14020
CERTIFIED MAIL RECEIPT #
9489 0090 0027 6389 5368 22

TOWN OF BATAVIA

Town of Batavia
Attn: Town Supervisor
3833 West Main Street Road
Batavia, New York 14020
CERTIFIED MAIL RECEIPT #
9489 0090 0027 6389 5368 39

BATAVIA CITY SCHOOL DISTRICT

Batavia City School District
Attn: Superintendent
260 State Street
Batavia, New York 14020
CERTIFIED MAIL RECEIPT #
9489 0090 0027 6389 5368 46

Batavia City School District
Attn: President, Board of Education
260 State Street
Batavia, New York 14020
CERTIFIED MAIL RECEIPT #
9489 0090 0027 6389 5368 53

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on December 21, 2021, at 2:00 p.m., local time, at 3833 W Main Street Road, Batavia, New York 14020, in connection with the following matter:

Mega Properties, Inc., for itself or on behalf of an entity formed or to be formed (the "Company"), has submitted an application (the "Application") to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain real property located at 4320 Federal Drive in the Town of Batavia, Genesee County, New York (the "Land", being more particularly identified as TMID No. 8.-1-66) and the existing improvements located thereon, consisting principally of an approximately 147,000 square foot building (the "Existing Improvements"), (ii) the planning, design, engineering, reconstruction, renovation and rehabilitation of the Existing Improvements for operation as a distribution center, together with 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, the Existing Improvements and the Improvements, the "Facility").

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

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

Dated: December 11, 2021

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

Gateway GS, LLC

1890 South Winton Road, Suite 100, Rochester, New York 14618 • Tel: (585) 654-6650 • Fax: (585) 288-7646 • www.gallinadev.com

11/5/22

December 23, 2021

To Whom it May Concern:

Gateway GS, LLC is pleased to inform the Genesee County Economic Development Corporation that the building in the process of being constructed at 8003 Call Parkway, Batavia, New York 14020 for City Mattress has been requested to increase in size. City Mattress has signed an agreement to enlarge the building size from 27,000 square feet to 33,600 square feet, which will result in an increased construction cost of approximately \$660,000. With anticipated completion of August, 2022, City Mattress is committed to growing their distribution facility in Genesee County. As such, Gateway GS, LLC is asking to amend the original PILOT program to now include the additional square footage of the facility, as well as the additional costs associated to construct the addition.

Thank You for Your Consideration



Evan A. Gallina
Managing Member
Gateway GS, LLC

man
4/9/22



Project Name: Gateway GS, LLC (#3)

Board Meeting Date: ~~July 1, 2021~~ January 13, 2022

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

PROJECT DESCRIPTION:

Gateway GS LLC (Gallina Development) is proposing to build out a third building at the GCEDC's Gateway II Corporate Park in the town of Batavia. Facility will be ~~27,000~~ 33,600 SF and will be completed in 2022 for a single logistics-distribution tenant.

The project is investing \$~~2.34~~ 2.97 million and is pledging to create 21 FTE's with an average salary of \$42,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (~~\$257,971~~ 311,178), a sales tax abatement (~~\$108,960~~ 140,640), and a mortgage tax exemption (~~\$20,000~~ 26,600).

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

Project details: The project will create 21 FTE's with an average salary of \$42,000 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 ~~\$2,305,000~~ 2,966,000 and build a ~~27,000~~ 33,600 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: 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.

Project details: For every \$1 of public benefit the company is investing \$28 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: 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 Fall of 2021 and be operational by end of 2022.

Board Discussion: None.

Board Concurrence: YES NO If no, state justification:

may
1/5/22

AUTHORIZING RESOLUTION
(Gateway GS, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, January 13, 2022.

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

Resolution No. 01/2022 - ____

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, (ii) RATIFYING AND CONFIRMING THE FINDINGS OF THE AGENCY MADE IN THE RESOLUTIONS PREVIOUSLY ADOPTED BY THE AGENCY ON JULY 1, 2021, AND AUGUST 5, 2021, 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 resolutions adopted on July 1, 2021 (the "Initial Resolution") and August 5, 2021 (the "Final Resolution"), the Agency authorized certain Financial Assistance (as defined in the Final Resolution) with respect to a certain project (the "Project") to be undertaken by **GATEWAY GS, LLC** (the "Company"), as agent of the Agency, consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain real property located at 8003 Call Parkway, Town of Batavia, Genesee County, New York (the "Land"); (ii) the planning, design, construction and equipping upon the Land of an approximately 27,000 square foot warehouse/distribution center for a single logistics-distribution tenant, together with related infrastructure improvements, curbing, roadways, parking, landscaping and other 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: (i) a certain Project Agreement, dated as of September 29, 2021 (the "Project Agreement"), (ii) a certain Lease Agreement, dated as of September 1, 2021, a

memorandum of which was recorded with the Genesee County Clerk's Office on October 4, 2021 as Instrument Number DE2021-1549 (the "Lease Agreement"), (iii) a certain Leaseback Agreement, dated as of September 1, 2021, a memorandum of which was recorded with the Genesee County Clerk's Office on October 4, 2021 as Instrument Number DE2021-1550 (the "Leaseback Agreement"), (iv) a certain Tax Agreement, dated as of September 1, 2021 (the "Tax Agreement"), (v) a certain Environmental Compliance and Indemnification Agreement, dated as of September 1, 2021 (the "Environmental Compliance Agreement") and (vi) related documents (collectively, the "Agency Documents"); and

WHEREAS, the Company informed the Agency that the Project would be amended (as so amended, the "Amended Project") as set forth below:

(i) the acquisition by the Agency of a leasehold or other interest in certain real property located at 8003 Call Parkway, Town of Batavia, Genesee County, New York (the "Land"); (ii) the planning, design, construction and equipping upon the Land of an approximately 33,600 square foot warehouse/distribution center for a single logistics-distribution tenant, together with related infrastructure improvements, curbing, roadways, parking, landscaping and other 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").

WHEREAS, the Company further informed the Agency that: (i) 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 **\$1,758,000.00** (such amount being an increase of \$396,000.00), which will result in New York State and local sales and use tax exemption benefits not to exceed **\$140,640.00** (such amount being an increase of \$31,680.00 and (ii) the maximum principal mortgage amount necessary to undertake the Project has increased to **\$2,660,000.00** (such amount being an increase of \$660,000.00), which will result in an exemption from mortgage recording taxes imposed on the financing related to the Project of **\$26,600.00** (such amount being an increase of \$6,600.00); 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 **\$1,758,000.00**, which will result in local sales and use tax exemption benefits not to exceed **\$140,640.00**, (ii) authorizing the Company to execute, deliver and record a mortgage and related documents in the maximum principal amount not to exceed **\$2,660,000.00**, which will result in an exemption from mortgage recording taxes of **\$26,600.00**, (iii) ratifying and confirming the findings made by the Agency in the Initial Resolution and Final Resolution adopted, and (iv) if necessary, authorizing the execution and delivery of related documents.

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. 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 **\$1,758,000.00**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$140,640.00**. 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. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record a mortgage, securing an aggregate principal amount of up to **\$2,660,000.00**, and any security agreement UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") to assist with the undertaking of the Project, the acquisition of the Facility and/or the finance or re-finance the Facility or equipment and other personal property and related transactional costs; and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 3. Unless amended by the terms hereof, Agency hereby ratifies, confirms and reaffirms the findings made in the Initial Resolution and Final Resolution and hereby re-approves the Project, as amended, and the Financial Assistance.

Section 4. 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 5. 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	[]	[]	[]	[]

The resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(Gateway GS, 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 January 13, 2022, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

Harris Beach representation of and conflict waiver request to NY CDG Genesee 1 (BW Solar)

Memo to the GCEDC Board of Directors

S. G. Hyde, President and CEO

January 13, 2022

3.6

NY CDG Genesee 1 is the legal entity formed by developer BW Solar to construct and own a 5MW community solar project in the town of Elba. As we move towards closing, BW Solar has requested Robert Ryan of Harris Beach to be their transaction counsel supporting the closing. This creates a legal conflict of interest via Harris Beach's representation of both the IDA and the developer.

Two options exist to mitigate this conflict. 1) have Harris Beach decline representing BW Solar on the closing of the IDA transaction or 2) request both parties to "waive" the conflict which is legally allowable for public authorities to approve "if" the appearance of the conflict is "di minimus" and there is a low probability for this situation to manifest into an unresolvable dispute.

Following is a memo from Robert Ryan of Harris Beach dated 11/23/21 to Russ Gaenzle outlining the nature and substance of the conflict. In addition, a more comprehensive letter on the conflict from Harris Beach to the affected parties (GCEDC and BW Solar) dated 11/10/21 are provided for your review and consideration.

CEO View and Recommendation: As identified in the 11/23/21 memo – GCEDC negotiated the structure of this project's financial assistance consistent with other community solar projects and this was approved by the GCEDC board of directors on 8/5/21 which is in advance of Harris Beach being requested to represent BW Solar in this transaction (matter). Given this and the fact that Harris Beach is merely verifying and interpreting the tax agreements / transaction documents for BW Solar and providing a legal opinion that supports the closing of the transaction, I do not envision any significant possibility for an unresolvable dispute to develop among the parties either as a part of the closing process or in the future while the tax agreements (aka PILOT et. al.) are in force and effect. With that, it is my recommendation to the GCEDC board to consider approval of this waiver request to facilitate moving to a legal closing of this transaction.

MEMORANDUM

November 23, 2021

TO: Russell E. Gaenzle
FROM: Robert J. Ryan
RE: Proposed Representation of NY CDG Genesee 1, LLC

Please let this memo serve to describe my proposed representation of NY CDG Genesee 1, LLC (the "Company") with respect its Genesee County Industrial Development Agency (the "Agency") transaction. The Company, an affiliate of BW Solar, was approved for Agency benefits by Resolution No. 08/2021-02 dated August 5, 2021 with respect to the construction and operation of a 5MWac PV solar electrical generation system to be located at 7209 Oak Orchard Road in the Town of Elba, New York (the "Project").

BW Solar, an existing client of Harris Beach PLLC with respect to other matters, requested my services to review on behalf of the Company the Lease Agreement, Leaseback Agreement, Project Agreement, Tax Agreement, Environmental Compliance and Indemnification Agreement and other related documents (the "Transaction Documents") for the purposes of (i) ensuring that the Transaction Documents accurately reflect the Project provisions and (ii) explaining the Transaction Documents contents and the Agency closing and post-closing procedures to the Company. Additionally, BW Solar requested my services to prepare the Company Certificate and Legal Opinion. Therefore, in order for me to assist the Company with the documentation necessary to close the Agency transaction, waivers are required in accordance with NYS Code of Professional Responsibility.

Given that (i) the terms and conditions of the Agency's financial assistance has already been negotiated, decided and approved by the Agency, and (ii) the Transactional Documents are standard form, the risk of harm to either the Company or the Agency by my representation of the Company and your representation of the Agency is de minimis. Therefore, I believe my potential representation of the Company and our request for waivers in the instant case is reasonable for both parties.

HARRIS BEACH PLLC
ATTORNEYS AT LAW

99 GARNSEY ROAD
PITTSFORD, NY 14534
(585) 419-8800

RUSSELL E. GAENZLE

DIRECT: (585) 419-8718
FAX: (585) 419-8817
RGAENZLE@HARRISBEACH.COM

November 10, 2021

Steven G. Hyde
Executive Director
Genesee County Industrial Development Agency
99 Medtech Drive, Suite 106
Batavia, New York 14020

Gregory Scallen
Chief Legal Officer
BW Solar Holdings Inc.
1800 West Loop South, Suite 1925
Houston, Texas 77027

Re: Genesee County Industrial Development Agency: Application by BW Solar Holdings Inc. for Financial Assistance for a 5MW Solar Energy System and Related Site Work and Improvements (the "Project")

Messrs. Hyde and Scallen:

As you are aware, Harris Beach PLLC (the "Firm") is acting as transaction counsel to the Genesee County Industrial Development Agency (the "Agency") in connection with a proposed project (the "Project") to be undertaken by BW Solar Holdings Inc. or an affiliate, NYCDG Genesee 1, LLC (collectively, the "Company"). It is anticipated that the Agency will provide financial assistance to the Company with respect to the Project in the form of: (i) a sales and use tax exemption, (ii) a partial real property tax abatement, and (iii) a mortgage recording tax exemption, consistent with the policies of the Agency. Agency and Company each referred to herein as "Party" or collectively as the "Parties".

Our firm currently represents the Company. Under New York Law, it is best practices for our Firm, in its capacity as transaction counsel and Company counsel, to file with the Agency and the Company a written statement identifying any dual representation. This letter shall serve as our written statement to be filed with the Agency identifying our roles in the transaction.

Joint Representation and Waiver of Related Conflicts. Because the representation described herein would entail the Firm representing parties on both sides of a transaction (the "Joint Representation"), it creates a conflict of interest. Applicable rules of professional conduct mandate that the Firm may only undertake such representation after fully informing the Parties of the potential risks of the Joint Representation and obtaining each Party's written consent to same. As such, this letter seeks the Parties' written acknowledgment and authorization for the Firm to

undertake the Joint Representation and a waiver of any actual or potential conflicts of interest arising from same.

- **Notice of Professional Duties**

Under laws and rules governing lawyers' professional responsibility to clients, the Firm owes various duties to the Parties, including duties of care, loyalty, and confidentiality. The Firm reasonably believes that its professional judgment will not be adversely affected if it represents all Parties in the Matter.

- **Summary of Parties' Common Objective**

The Parties agree that they have the same primary objective, namely to consummate the financing of the Project. While each Party's goals may diverge in some respects from those of the other, any divergence of interests will be slight and will not materially impede the Firm's ability to represent the Parties jointly. In particular, the Parties have informed the Firm that they do not foresee any significant disagreement over the material terms of the standard Genesee County Industrial Development Agency straight-lease structure of the planned development. Based on the foregoing, the Firm does not believe the Joint Representation will involve any actual or reasonably foreseeable conflicts of interest that would impair the Firm's ability to competently and diligently represent all Parties. If, in the future, the Firm concludes that such a conflict of interest has arisen, it will so advise the Parties.

- **Notice of Potential Advantages and Risks**

The Rules governing the professional conduct of lawyers require that we disclose the potential advantages and risks of consenting to the Joint Representation and related conflicts of interest.

- *Potential Advantages:* Where there is a common objective, as described above, joint representation may be advantageous for reasons that include improved communication, reduced cost, more effective case management, and more efficient paperwork preparation and processing.
- *Potential Disadvantages:*
 - Under certain circumstances, a single firm may be unable to effectively represent each Party if information disclosed to it by one Party about the transaction could not be disclosed to the others. As such, by consenting to the Joint Representation, the Parties agree there is a lack of confidentiality between the Parties as to information related to the Matter. This means that: (a) the Firm will be unable to withhold relevant and material information from any Party; and (b) in the unlikely event of future litigation between any of the Parties related to the Matter, the attorney-client privilege would not protect

any information related to the Firm's representation of the Parties in the Matter.

- In some instances, it is possible that a law firm could advance a client's interests with less vigor or perhaps overlook certain arguments on a client's behalf when the opposing party is also a client of that firm. However, we have no reason to believe such a situation would arise here and would not be requesting this waiver from you if we did.
- *Potential Withdrawal from Joint Representation and Delay in Matter Resolution:* If a conflict arises that the Parties cannot resolve, or if at any time the Firm determines it can no longer represent each Party impartially, then applicable rules of professional conduct require the Firm to withdraw from representation of all Parties in the Matter. This could delay resolution of the Matter while each Party engages new counsel. In such event, the Parties agree that the Firm could continue to represent, or represent in the future, any of the Parties in matters unrelated to the Matter.

- **Request for Consent**

If after reading the above, and the rest of this letter, each Party still desires the Joint Representation, we would appreciate it if all Parties would sign this letter and acknowledge their understanding and authorization of the Joint Representation and their waiver of any actual or potential conflicts of interest that may exist as a result of the Joint Representation. Of course, to the extent any Party believes it is necessary to consult independent counsel in consideration of this request, we encourage you to do so. By signing below and returning the signed copy to me, you agree to the above terms regarding the Joint Representation, consent to Harris Beach PLLC's joint representation of all Parties in the Matter, and waive any actual or potential conflict of interest that may exist by reason of such representation.

Possible Conflicts. Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only Clients that the Firm represents, and not any of their Affiliates. Clients agree not to give the Firm any confidential information regarding any Affiliate unless: (a) that Affiliate has separately engaged the Firm to perform services on that Affiliate's behalf; or (b) such information is essential to the engagement set forth herein. While the Firm recognizes that to act adversely to any Affiliate could jeopardize a long-term relationship with Clients, which the Firm does not wish to do, for conflict of interest purposes the Firm reserves the right to represent another client with interests adverse to any Affiliate that is not itself a Firm client without obtaining any consent from Clients or Clients' Affiliates.

The Firm maintains a Risk Management Committee that acts as in-house counsel to its attorneys and will, on occasion, retain outside counsel when an attorney handling a client matter may have a concern on a matter of professional responsibility. To the extent the Firm is addressing its duties, obligations, or responsibilities to Clients in those consultations, it is

possible that a conflict of interest might be deemed to exist as between Firm lawyers or the Firm and Clients. Clients agree that these consultations are protected from disclosure by the Firm's attorney-client privilege and that Clients will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect the Firm's obligation to keep Clients informed of material developments in the Firm's representation of Clients, including any conclusions arising out of such consultations to the extent that they affect Clients' interests.

To complete the record, this letter will confirm acknowledgment that:

(a) We have advised you that you could seek separate and independent legal counsel to ensure independent professional judgment on behalf of your individual interests and that you have been given the opportunity to evaluate the need for separate representation free of any potential conflict and to obtain separate representation if so desired, at any time;

(b) We have advised you that our role as transaction counsel will be conducted under the supervision of member Russell Gaenzle, and Company representation will be conducted under the supervision of member Robert Ryan; and

(c) You have been advised by us that, as a condition of our agreement to act as transaction counsel (i) in the event of any litigated dispute between you relating directly to the Project and our roles as transaction counsel and Company counsel, Harris Beach PLLC will be unable to represent you in connection therewith; and (ii) Harris Beach PLLC may continue to represent you with respect to matters not directly relating to any such dispute.

This letter also serves as confirmation of your agreement to waive any claim that you may have to disqualify Harris Beach PLLC.

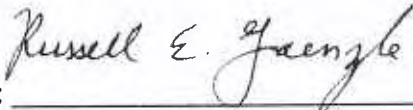
Genesee County Industrial Development Agency
BW Solar Holdings Inc.
November 10, 2021
Page 5

HARRIS BEACH PLLC
ATTORNEYS AT LAW

Please confirm your concurrence with these understandings and statements by signing your name in the space provided at the close of this letter and forwarding the countersigned version to me. Thank you very much for your anticipated cooperation.

Sincerely,

HARRIS BEACH PLLC

By: 
Russell E. Gaenzle

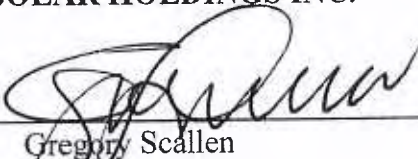
Acknowledgement:

**GENESEE COUNTY
INDUSTRIAL DEVELOPMENT AGENCY**

By: _____
Steven G. Hyde, Executive Director

Acknowledgement:

BW SOLAR HOLDINGS INC.

By: 
Gregory Scallen
Chief Legal Officer

DRAFT

**Genesee County Economic Development Center
November 2021 Dashboard
Balance Sheet - Accrual Basis**

	11/30/21	10/31/21	[Per Audit] 12/31/20
ASSETS:			
Cash - Unrestricted	\$ 7,275,887	\$ 7,399,875	\$ 2,257,813
Cash - Restricted (A)(1)	12,403,474	12,398,850	8,089,027
Cash - Reserved (B)	792,639	792,541	791,347
Cash - Subtotal	20,472,000	20,591,266	11,138,187
Grants Receivable (2)	61,850	89,600	86,350
Accts Receivable- Current (3)	344,791	312,427	280,042
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	7,334	17,841	26,223
Loans Receivable - Current	56,829	56,241	52,923
Total Current Assets	20,945,636	21,070,207	11,586,557
Land Held for Dev. & Resale	17,934,288	17,934,288	15,930,796
Furniture, Fixtures & Equipment	67,982	67,982	67,982
Total Property, Plant & Equip.	18,002,270	18,002,270	15,998,778
Less Accumulated Depreciation	(67,982)	(67,982)	(67,982)
Net Property, Plant & Equip.	17,934,288	17,934,288	15,930,796
Accts Receivable- Non-current	-	-	279,650
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	200,676	205,464	253,122
Other Assets	200,676	205,464	532,772
TOTAL ASSETS	39,080,600	39,209,959	28,050,125
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (9)	492,700	492,700	492,700
Deferred Outflows of Resources	492,700	492,700	492,700
LIABILITIES:			
Accounts Payable (5)	4,096	3,999	222,159
Loan Payable - Genesee County - Current (6)	295,000	295,000	290,000
Accrued Expenses	79,129	64,966	22,736
Unearned Revenue (7)	12,253,620	12,247,648	6,751,032
Total Current Liabilities	12,631,845	12,611,613	7,285,927
Loans Payable - ESD (8)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (6)	3,130,000	3,130,000	3,425,000
Aggregate Net Pension Liability (9)	704,674	704,674	704,674
Total Noncurrent Liabilities	9,031,161	9,031,161	9,326,161
TOTAL LIABILITIES	21,663,006	21,642,774	16,612,088
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (9)	54,982	54,982	54,982
Deferred Inflows of Resources	54,982	54,982	54,982
NET ASSETS	\$ 17,855,312	\$ 18,004,903	\$ 11,875,755

Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Additional \$9M deposit received in October. Expenditures out of these accounts are pre-authorized by ESD. Also included are funds received from the County per a Water Supply Agreement, to be put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. These funds are being used to pay for qualifying expenditures.
2. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.

3. Accounts Receivable (Current) - Econ. Dev. Program Support Grant; MedTech Centre Property Management; termed out Project Origination Fees from HP Hood to be collected in the next 12 months, etc.
4. Prepaid Expense(s) - General Liability, Cyber, D&O, Life, long-term and short-term disability insurance.
5. Accounts Payable - e3communications expenses and interest earned on imprest accounts that will be remitted to ESD.
6. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
7. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
8. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
9. Deferred Pension Outflows / Aggregate Net Pension Liability / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

- (A) Restricted Cash = Municipal Funds, RLF #2 Funds, Grant Funds Received in Advance.
(B) Reserved Cash = RLF #1 Funds (defederalized).

**Genesee County Economic Development Center
November 2021 Dashboard
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2021	2021
	11/30/21	11/30/20	2021	2020	Board Approved Budget	YTD % of Budget
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 214,050	\$ 214,050	\$ 233,513	92%
Fees - Projects (1)	29,075	390,746	3,408,824	588,660	399,500	853%
Fees - Services	6,961	6,707	76,572	73,777	83,387	92%
Interest Income on Loans	258	306	3,057	3,575	3,313	92%
Rent	3,086	9,369	19,892	22,558	24,790	80%
Common Area Fees - Parks	-	-	355	700	500	71%
Grants (2)	(1,000)	604,744	6,322,616	3,528,842	21,692,668	29%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	275,000	275,000	300,000	92%
GCFC Grant - Econ. Dev. Program Support	-	-	-	50,000	-	N/A
Land Sale Proceeds	-	-	2,091,880	-	-	N/A
BP ² Revenue	-	399	1,342	744	8,634	16%
Other Revenue	-	-	2,159	7,133	5,000	43%
Total Operating Revenues	82,839	1,056,730	12,415,747	4,765,039	22,751,305	55%
<u>Operating Expenses:</u>						
General & Admin	224,915	111,328	1,274,149	1,128,707	1,415,425	90%
Professional Services	8,044	3,100	52,944	34,639	108,000	49%
Site Maintenance/Repairs	501	1,396	5,333	6,965	17,200	31%
Property Taxes/Special District Fees	-	103	5,850	3,746	3,320	176%
PIF Expense	-	-	102,174	79,475	134,115	76%
Site Development Expense (3)	-	254,652	4,392,139	2,833,030	3,660,862	120%
Cost of Land Sales	-	-	611,303	-	-	N/A
Real Estate Development (4)	-	334,987	2,580,573	1,655,635	17,928,345	14%
Balance Sheet Absorption	-	(334,987)	(2,580,573)	(1,655,635)	-	N/A
Total Operating Expenses	233,460	370,579	6,443,892	4,086,562	23,267,267	28%
Operating Revenue (Expense)	(150,621)	686,151	5,971,855	678,477	(515,962)	
<u>Non-Operating Revenue</u>						
Other Interest Income	1,030	991	7,702	20,133	7,000	110%
Total Non-Operating Revenue	1,030	991	7,702	20,133	7,000	110%
Change in Net Assets	(149,591)	687,142	5,979,557	698,610	\$ (508,962)	
Net Assets - Beginning	18,004,903	10,883,996	11,875,755	10,872,528		
Net Assets - Ending	\$ 17,855,312	\$ 11,571,138	\$ 17,855,312	\$ 11,571,138		

Significant Events:

1. Fees - Projects - Closed on the Gateway GS project in November.
2. Grants - \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Site Development Expense YTD - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
4. Real Estate Development Costs YTD - Includes STAMP development costs; house at the STAMP site purchased in 1st Quarter of 2021.

Genesee County Economic Development Center
November 2021 Dashboard
Statement of Cash Flows

DRAFT

	November 2021	YTD
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:		
Genesee County	\$ 19,459	\$ 233,509
Fees - Projects	35,075	3,679,469
Fees - Services	-	62,577
Interest Income on Loans	230	2,825
Rent	3,086	20,092
Common Area Fees - Parks	-	355
Grants	26,750	11,839,477
BP ² Revenue	-	1,342
GGLDC Grant - Economic Development Program Support	-	225,000
Other Revenue	-	2,159
Repayment of Loans	4,200	48,540
Net Land Sale Proceeds	-	2,057,657
General & Admin Expense	(200,708)	(1,202,039)
Professional Services	(8,044)	(74,155)
Site Maintenance/Repairs	(501)	(5,333)
Site Development	-	(4,461,787)
Property Taxes/Special District Fees	-	(5,850)
PIF Expense	-	(102,174)
Improv/Additions/Adj to Land Held for Development & Resale	-	(2,705,268)
Net Cash Provided (Used) By Operating Activities	(120,453)	9,616,396
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(290,000)
Net Cash Used By Noncapital Financing Activities	-	(290,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	1,187	7,417
Net Change in Cash	(119,266)	9,333,813
Cash - Beginning of Period	202,591,266	11,138,187
Cash - End of Period	\$ 202,472,000	\$ 20,472,000
RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Operating Revenue (Expense)	\$ (150,621)	\$ 5,971,855
(Increase) Decrease in Operating Accounts/Grants Receivable	(4,614)	239,401
Decrease in Prepaid Expenses	10,507	18,889
Decrease in Loans Receivable	4,200	48,540
Increase in Land Held for Development & Resale	-	(2,003,492)
Increase (Decrease) in Operating Accounts Payable	97	(217,621)
Increase in Accrued Expenses	14,163	56,393
Increase in Unearned Revenue	5,972	5,502,588
Total Adjustments	30,325	3,644,698
Net Cash Provided (Used) By Operating Activities	\$ (120,296)	\$ 9,616,553

**AGREEMENT BETWEEN
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
AND
COUNTY OF GENESEE
FOR 2022**

THIS AGREEMENT made effective the _____ day of _____, 20__

by and between the **COUNTY OF GENESEE**, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at 15 Main Street, Batavia, New York, 14020, (hereinafter "County"), and the **GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, organized pursuant to Section 895-3 of the General Municipal law, with its principal office located at 99 MedTech Drive, Suite 106, Batavia, New York, 14020 (hereinafter "GCEDC").

WHEREAS, it is in the best interest of the County that the many advantages of Genesee County be promoted to those who may be interested in establishing, maintaining or expanding business and industry in the County of Genesee, in order to create new employment opportunities and to maintain a healthy economy and,

WHEREAS, equally as important is the ability to retain within the County the employment already located there and,

WHEREAS, the GCEDC is organized for the purpose of promoting and encouraging economic development within the County and,

WHEREAS, the Genesee County Legislature and the Genesee County Economic Development Center are desirous of consummating a partnership agreement for continuing an energetic and continuing program of promoting industrial and economic development and enhancing the economic climate of Genesee County and,

WHEREAS, the purpose of this Agreement is to carry out in a legal and proper manner the provisions of Section 852 of the General Municipal Law of the State of New York, which Section does authorize the County to appropriate funds for the purpose of encouraging industrial development within the County.

NOW, THEREFORE, in consideration of the agreements and promises herein contained the parties hereto do hereby agree as follows:

1. The GCEDC agrees that it will continue to employ a professional staff which will maintain a continuing program of identifying, locating and contacting business and industrial prospects who may be interested in establishing or expanding their business, manufacturing and/or industrial facilities within the County of Genesee and in connection therewith the GCEDC agrees that it will maintain up-to-date factual data on all aspects of the County of Genesee for use in promoting the advantages of the County.
2. The GCEDC will, through its professional staff, conduct an ongoing local business and industry expansion and retention program. As part of this program, the GCEDC will maintain close and frequent contact and communication with local businesses including industrial firms.
3. The GCEDC will assist prospective business and industrial employers in packaging financial assistance from a variety of public and private sources as appropriate for the construction of new or expanded facilities which will result in additional employment opportunities for residents of Genesee County.
4. The GCEDC will keep the County informed of its operations through the County Legislature's representative member of the GCEDC, by means of joint meetings which either party might request and through the submission of its proposed annual budget and annual report as set forth more particularly in Paragraph 7 herein.
5. The GCEDC will, through its professional staff, coordinate with the Director of the Genesee County Planning Department in implementing this program of economic development, particularly as it relates to a Land Use Plan which has been developed for Genesee County.
6. In full payment for the services to be performed by GCEDC as set forth herein, the County hereby agrees to pay and GCEDC hereby agrees to accept from the County, the sum of Two Hundred Thirty-Three Thousand Five Hundred and Thirteen Dollars (\$233,513.00), plus an additional sum of Twenty-five Thousand dollars (\$25,000.00) to be used only for Administration of a workforce development program, which are currently the amounts designated to be paid to GCEDC in the County's 2022 budget.

7. Said payments will be made to the GCEDC upon submission of vouchers by the GCEDC


- in the form required by the County monthly in equal amounts.
8. Notwithstanding the total amount due to GCEDC as set forth above that was budgeted by the County, the County shall have the right in its sole discretion, upon twenty-one days (21) prior written notice to GCEDC, to be delivered by first class postal mail and/or electronic mail, to prospectively increase or decrease any or all of the monthly payments due and owing; provided however, that no such financial revisions shall be effective retroactively for any amounts already paid by the County to GCEDC.
 9. It is intended by both GCEDC and the County that the GCEDC's status shall be that of an independent contractor, and that nothing in this Agreement shall be construed to create an employer/employee relationship between GCEDC and the County.
 10. GCEDC, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason hereof, and that GCEDC will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the County including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit; and GCEDC will be completely legally responsible for all of its employees.
 11. If the Internal Revenue Service or any other governmental agency questions or challenges the GCEDC's independent contractor status, then it is agreed that both the County and GCEDC shall have the right to participate in any conference, discussion, or negotiation with the governmental agency, irrespective of with whom, or by whom, such discussion or negotiations are initiated.
 12. GCEDC shall perform all of its duties and services as set forth in this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.
 13. GCEDC hereby agrees to indemnify, defend and hold harmless the County from and against all claims, losses, costs and damages (hereinafter collectively "Claims") arising out of any activities of GCEDC pursuant to the terms and conditions of this Agreement, including the cost of settling and defending any actions brought against the County. Each party shall provide the other party with timely notice of any Claims received and shall fully cooperate with each other to defend the same.

14. This Agreement and any transactions between the parties hereunder shall be governed by, construed and interpreted in accordance with the laws of the State of New York.
15. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless approved in writing by the parties.
16. The term of this Agreement shall commence on January 1, 2022 and will end on December 31, 2022.
17. The GCEDC agrees to submit to the County its Proposed Annual Budget for the year 2023 not later than September 1, 2022.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be affixed as of the day and year first above written.

COUNTY OF GENESEE

GENESEE COUNTY
ECONOMIC DEVELOPMENT CENTER

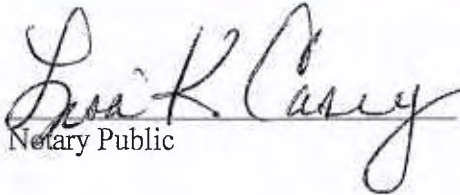

By: Rochelle M. Stein, Chair
Genesee County Legislature

By: _____, Chairman
Genesee County Economic Development Center

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

On this 15 day of December, in the year 2021, before me the undersigned, personally appeared Rochelle M. Stein _____, Genesee County Legislature Chair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

LISA K. CASEY
Notary Public, State of New York
No. 01CA6272329
Qualified in Genesee County
Commission Expires 11/19/2021


Notary Public

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

On this _____ day of _____, in the year 20____, before me the undersigned, personally appeared _____, Genesee County Economic Development Center Chairman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Notary Public

GCEDC
Audit & Finance Committee Meeting Report
January 11, 2022

Shared services agreement with Erie County Industrial Development Agency

Discussion: The GCEDC has a shared services agreement with Erie County Industrial Development Agency (ECIDA) for on call IT support services. The GCEDC had this agreement since 2016 and has been very pleased with the service and response time to our issues. We would like to continue this agreement in 2022. The agreement is at an hourly rate of \$95. They also provide website hosting services for the GCEDC (\$600 annually), anti-virus software (\$720 annually), CRM Hosting (\$2,200 annually) and any version upgrade would be \$500 each occurrence as required. There has been no increase in the hourly rate since 2016, so there was a \$10 per hour increase from 2021 to 2022. All other amounts have remained the same as last year.

The following amounts were included in the 2022 budget:

Professional Services - \$6,000 for ECIDA IT consultant (web hosting, anti-virus, hourly IT support)

Dues & Subscriptions - \$2,200 for ECIDA CRM Hosting

Fund commitment: Not to exceed \$6,000 as included in the Professional Services, and \$2,200 as included in Dues & Subscriptions line items of the 2022 budget.

Committee action request: Recommend approval of not to exceed \$8,200 for on call IT support services, website hosting, anti-virus software, CRM hosting and upgrades with ECIDA for 2022.



Service Agreement
For
Information Technology Support

January 1, 2022

Purpose

The purpose of this Service Agreement is to formalize an arrangement between ECIDA and GCEDC to deliver specific support services at an agreed-upon cost. The mission of the ECIDA is to provide resources that encourage investment, innovation and international trade – creating a successful business climate that improves the quality of life for the residents of the region. We feel that this agreement serves to further that mission. This document is intended to provide details of the provision of support services to GCEDC. This Service Agreement will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new hardware, software and services into the support portfolio provided to and from GCEDC.

Scope of Agreement

The following services are provided in response to the initiation of a support ticket from GCEDC staff to ECIDA support staff:

- 1.) Helpdesk support
- 2.) Software and hardware maintenance
- 3.) Security review and support
- 4.) Backup system review and support
- 5.) Server systems review, maintenance and support
- 6.) Network systems management and support
- 7.) Additional specialized software support
 - a. Peachtree
 - b. Microsoft CRM
 - c. Sophos Endpoint Protection
 - d. Others
- 8.) Website
 - a. Online application
 - b. FTP
 - c. Hosting
- 9.) Overall monitoring of hardware, software and network

Services and requests NOT covered under this agreement:

- 1.) Procurement of software or hardware
- 2.) Training
- 3.) Assistance with non-licensed or illegally obtained software

Changes to the Agreement

Termination

In the event that GCEDC or ECIDA wishes to terminate this agreement, 30-day notice of intent to terminate must be delivered to the opposite party. Any termination of the agreement prior to the conclusion of a project will not relieve GCEDC of the obligation to pay the fees owed to ECIDA for services performed and other charges owed to the ECIDA as agreed to in this Service Agreement.

Amendments

This agreement may be amended at any time. Any amendments must be agreed upon by designated management from GCEDC and ECIDA.

Process

In order to initiate a support ticket, GCEDC may use the following methods:

- 1.) Phone Call – Please leave the following information if you reach voicemail
 - a. Name
 - b. Best contact number
 - c. Available contact times
 - d. Short description of issue
 - e. Preferred method of return contact (email/phone)

- 2.) Email – Please include the following information
 - a. Best contact number
 - b. Available contact times
 - c. Detailed description of issue
 - d. Preferred method of return contact (email/phone)

Any major service requests requiring more than 8 hours will need approval from designated management at each organization.

ECIDA management reserves the right to prioritize any support requests.

Metrics

ECIDA will keep a log of support requests and resolutions. This log shall include the following information:

- 1.) Service summary
- 2.) Current status (In progress/complete)
- 3.) Service start date
- 4.) Service completed date
- 5.) Client contact (user requesting the service)

Upon request, the ECIDA will make a copy of this log available as an Excel spreadsheet.

Availability

Support staff will be available during normal ECIDA hours of operation. Any requests for service outside of designated hours must be approved by designated ECIDA management. Support staff will make their best effort to notify GCEDC main point of contact when vacation or personal time is scheduled in advance.

Costs

Hourly Rate: \$95, minimum charge of ½ hour. **(Quarterly Billing)**

Travel: Current Federal mileage reimbursement rate for privately owned vehicle.

Website Hosting:

\$50/mo for hosting **(\$600 Annual Invoice)**

- 1 Virtual Server instance (1 virtual processor, 1GB of RAM)
- 50GB of storage
- 1 x Concrete5 Site
- 1 x SQL Database
- Nightly Backup
- Off-Site Disaster Recovery Backup
- Lease of 1 static public IP address

***Upon notice of termination of hosting from either contracted entity, client will have 90 days to move the site(s) to a new host.*

Anti-Virus Software:

\$720/yr for the use of Endpoint Protection Software (Anti-Virus) licenses. **(\$720 Annual Invoice)**

- Coverage for up to 10 PCs
- Installation and software support
- Management of alerts, remediation and license renewals

Microsoft CRM Hosting (Appendix A): \$2200 **(Annual Invoice)**, \$500 major version upgrade fee **(as required)**

Billing will occur as noted above for each item. Invoices are payable within thirty (30) days of receipt.

Key Contacts

ECIDA – 95 Perry Street, Suite 403, Buffalo, NY 14203
716-856-6525

Brian Krygier – Systems Analyst (Support requests) x 501

Atiqa Abidi – Senior Accountant (Billing requests) x 122

Mollie Profic – Chief Financial Officer (Approval and change requests) x 123

GCEDC – 99 MedTech Drive, Suite 106, Batavia, NY 14020
585-343-4866

_____ (Main point of contact)

_____ (Billing contact)

_____ (Approval and change requests)

GCEDC

Name: _____

Title: _____

Signature: _____

ECIDA

Name: Mollie Profic _____

Title: Vice President _____

Signature: Mollie M Profic _____

Appendix A

Microsoft CRM Hosting Detail (3-year term)

The Erie County Industrial Development Agency agrees to host a live instance of Microsoft CRM for Genesee County Economic Development Center according to the terms outlined below.

GCEDC will pre-pay \$2200 annually to ECIDA which will include:

- 1.) Security updates and software patches
- 2.) Nightly backup to ECIDA on-site storage
- 3.) Twice a week backup to encrypted off-site storage
- 4.) Server maintenance (other than software)
- 5.) Power and cooling
- 6.) Internet bandwidth

GCEDC will pay a \$500 version upgrade fee, as applicable, to ECIDA which will include:

- 1.) Major version upgrade of GCEDC CRM instance
- 2.) 6 non-transferrable user client access licenses for ECIDA's Windows Server, SQL Database Server and CRM Server
- 3.) Configuration of backup to include upgraded GCEDC CRM data
- 4.) Configuration of DNS for external access changes to <https://gcedc.ecidany.com>
- 5.) Upgrade and configuration assistance of Outlook CRM plug-in
- 6.) Import of customizations into upgraded GCEDC CRM instance

Additional users beyond the initial setup will be assessed and charged on a per user basis using current pricing information. Additional users may impact the annual fee. Notice of such an increase will be given along with cost information prior to setting up any additional users.

A copy of the ECIDA backup policy is available by request.

These terms will be in effect for 3 years, at which time ECIDA reserves the right to re-evaluate the annual fee based on system usage and backup capacity. If either party must terminate this agreement during the 3-year term, ECIDA agrees to provide GCEDC with their exported CRM customizations and SQL data. 30-day written notice must be provided by the party wishing to terminate the agreement. The file(s) will be provided within 7 days of termination and would allow GCEDC to continue running their instance either in-house or with CRM online. Licensing is non-transferrable from ECIDA and would not accompany the two files. If either party must terminate the agreement, a portion of the \$2200 annual fee will be returned on a prorated basis.

Mark Masse

**STAMP Committee
January 12, 2022**

Approval of appraisal contract for ROW for NG for new power line re route and removal of existing power line ROW

Discussion: The GCEDC asked five companies for bids to prepare the appraisal for the Right of Way (ROW) for the new ROW for the power line re route and the removal of the old ROW for the existing power line that will be taken down. The results of the bids are as follows:

1. No bid submitted – KLW Appraisal Group, Inc.
2. \$12,500 – Thurston, Casale & Ryan, LLC –
3. No bid submitted – Emminger, Newton, Pigeon & Maygar, Inc.
4. No bid submitted - Edmunds Enterprises
5. \$7,000 - CNY Pomeroy Appraisers, Inc.

The appraisers who were solicited had been preapproved by the US Department of the Interior as qualified to complete the previous ROW through the USFWS refuge and discussed with National Grid as well.

Fund Commitment: Not to exceed \$7,000 to CNY Pomeroy Appraisers, Inc. for the appraisal work of the ROW for the power line re route to be covered under the \$33 million.

Board Action Request: Approval of appraisal contract for the ROW for the power line reroute.

THURSTON, CASALE & RYAN, LLC

REAL ESTATE APPRAISAL AND CONSULTING

WWW.TCRAPPRAISAL.COM

1080 STATE FAIR BLVD
SYRACUSE, NY 13209
(315) 433-1380
(315) 679-4065 (FAX)

December 27, 2021

VIA EMAIL AS PDF

Mr. Mark A. Masse, CPA
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Letter of Engagement
Relocation of Lockport-Batavia #112
115kV Transmission Line—Existing and New ROW
Genesee County, NY

Dear Mr. Masse:

Pursuant to your request, I am pleased to submit a proposal to appraise the above referenced properties. Terms of the prospective engagement are as follows:

- Submission will comprise an Appraisal Report in a form consistent with what was formerly known as a "summary", which is suitable for National Grid and NYS PSC requirements.
- Client and intended users include: Mark Masse, CPA, Scott Graham, Michael Hickey, Esq., and other representatives of GCEDC, National Grid, and the NYS Public Service Commission. The function of the appraisal is to estimate the market values for existing and proposed electric transmission corridors.
- Market is the defined value and permanent easements are the interests appraised. Properties will be valued as of the date of inspection, unless requested otherwise.
- Existing and proposed corridors are:

ROW	Town	Type	Acreage	Miles	Tax Parcels
Existing	Alabama	Easement	7.55	1.2	4
Proposed	Alabama	Easement	23.47	1.9	5

My experience includes occupancies of this type.

- Fee is quoted as follows:

Appraisal Type	Total Fee
"Summary" (Two Corridor Valuations)	\$12,500

- Fee is due and payable upon receipt of my invoice. Accounts past 30 days are subject to a 3% interest penalty assessed monthly.
- Report will be completed within **30 to 45 days** of your authorization to proceed.
- My fee quote provides for three copies of the appraisal along with a PDF.
- This proposal is valid for 30 days.
- The report will be prepared in accordance with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Copies of my Certification, qualifications, General Assumptions and Limiting Conditions, etc. are posted on my website at www.TCRappraisal.com under "Appraisal & Counseling Services".

Respectively Submitted,

THURSTON, CASALE & RYAN, LLC



Todd P. Thurston, MAI
Principal

I agree to the terms and conditions of this proposal as stated:

(Client Signature)

Date

CNY Pomeroy Appraisers, Inc.

LIBERTY SQUARE BUILDING
100 EAST SENECA STREET – SUITE 200
MANLIUS, NEW YORK 13104
VOICE 315-471-3111
FAX 315-471-4009

EMAIL: mmasse@gcedc.com

December 10, 2021

Mark A. Masse, CPA
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, New York 14020
Telephone: 585.343.4866, Ext. 17

Re: FEE PROPOSAL & ASSIGNMENT AGREEMENT

Property Name: Genesee County Economic Development Center Utility Easements
Street Address: See "*Summary of Subject Parcels To Be Appraised*" Table for Addresses
Town, County: Town of Alabama, Genesee County, State of New York
Tax Map Numbers: See "*Summary of Subject Parcels To Be Appraised*" Table for Tax Parcels

Dear Mr. Masse:

Purpose / Intended Use:	<ol style="list-style-type: none">1) To estimate the market value of an existing utility corridor permanent easement that will include the removal of a 115 kv transmission line on approximately 7.55 acres which will be relinquished to the GCEDC.2) To estimate the market value of a new utility corridor permanent easement for the installation of a new 115 kv transmission line on approximately 23.47 acres which will be transferred to National Grid. <p>The appraised values of both permanent easement will be used in the application to the New York Public Service Law, Section 70 which involves the transfer of franchised property.</p>
Type of Value:	Market Value for Permanent Easements
Property Rights Appraised:	Permanent Easements for Utility Corridors
Date of Appraisal:	Date of Inspection
Owner:	<ol style="list-style-type: none">1. National Grid is the owner of the existing utility permanent easement.2. Genesee County Industrial Development Agency is the owner of the parent property and the property over which the proposed permanent easement will be located.

CNY Pomeroy Appraisers, Inc.

Intended User:	<p>Client: Genesee County Economic Development Center Others: National Grid</p> <p><i>Please identify any additional potential users with your authorization response. Use of this report by anyone not specifically identified or so authorized is not intended by CNY Pomeroy Appraisers. CNY Pomeroy Appraisers is not responsible for distribution of this report beyond authorized users.</i></p>
Report Type:	Appraisal Report (abbreviated format formerly known as summary) which will be suitable for Section 70 application purposes.
Valuation Approaches:	All applicable approaches to value will be considered and utilized as appropriate for this assignment.
Previous Services:	We have not performed any appraisal services regarding the subject property within the past three years.
Appraisal Standards:	<ul style="list-style-type: none"> • The Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice. • The appraisal guidelines required as outlined by the U. S. Office of the Comptroller of the Currency (OCC) mandating the adherence to the Uniform Standards of Professional Appraisal Practice (USPAP) issued by the Appraisal Standards Board of the Appraisal Foundation.
Term of Proposal:	Bid opening on December 27, 2021 at COB
Property Description:	<ul style="list-style-type: none"> • Approximately 7.55-acre National Grid utility corridor currently improved with a 115 kv transmission line that will be removed prior to transfer. • Approximately 23.47-acre permanent easement utility corridor for the installation of a new 115 kv transmission line. <p><i>See "Summary Of Subject Parcels To Be Appraised" table.</i></p>
Assignment Conditions:	<p>Utility corridors are typically valued using the Across-The-Fence (ATF) valuation method which considers recent sales of land with uses similar to the land abutting the subject corridors. The base value derived from the ATF valuation may be modified by the Corridor Factor which is a multiplier applied to the ATF value that recognizes the costs required to create a corridor that connects two or more points for utility, communication and/or transportation purposes.</p> <p>The market research will include identifying sales to use for the AFT valuation as well as comparable sales that can be used to extract a Corridor Factor that will be used for the final step in the valuation of each permanent easement corridor.</p> <p>Due to the proximity of the two utility corridors, the likely usage of the same sales for both valuations, and common information that will be included in an appraisal report, we propose that both utility corridors be appraised within a single appraisal report in order to eliminate unnecessary duplication and/or redundancy. If a separate appraisal report is required for each permanent easement, then an additional \$1,500 will be added to the following fee.</p>

CNY Pomeroy Appraisers, Inc.

Qualifications:	We have completed appraisals on several thousands of miles of utility, transportation and recreational corridors over the past four decades. Some of those assignments have been for Section 70 applications, with one of our most recent assignments being for a NextEra corridor over an existing NYSEG utility corridor in Niagara and Erie Counties for a Section 70 application. We have also provided expert witness testimony on corridor appraisals for transportation and utility corridors including in State and Federal courts.
Appraisal Fee:	\$7,000
Expenses:	Fee for appraisal report includes all associated expenses.
Appraisal Fee Payment:	Retainer of 50% of Fee equals \$3,500 before commencing work. If an invoice for the retainer amount is required to process a payment, please let us know with your response and we will send an invoice out immediately in order to not delay this assignment. Balance payable immediately prior to Report's delivery (we will notify you and send an invoice for the balance due when the Report will be ready to send out so balance of the fee can be sent).
Review Period:	We understand that you will want to review the completed appraisal. Responses to reviewer questions within 10 days of delivery of the appraisal report will be addressed as part of this original assignment. However, review questions submitted after 10 days from delivery, as well as the introduction of new information that may alter the appraisal analysis and valuation conclusions, will be charged at the hourly rates listed in the attached "Appraisal Assignment Terms and Conditions."
Consulting & Court Fees:	See attached <i>Appraisal Assignment Terms and Conditions</i> .
Property Documents Needed:	See attached list of <i>Property Documents Requested</i> .
Delivery Time:	50 Days After Requested Documents Have Been Provided (unless delayed due to travel restrictions and/or health conditions resulting from the COVID-19 / novel coronavirus pandemic).
Number of Report Copies:	Electronic / Adobe PDF copy. <i>Notify us before completion of assignment if additional report copies will be required; Copies ordered after initial delivery of final report will be invoiced at cost of copying.</i>
Appraisal Authorization:	Signature of person responsible for payment of these services and retainer stated previously – see signature section at end of this Fee Proposal and Assignment Agreement. Or Standard contract incorporating these terms and conditions and retainer stated previously.

CNY Pomeroy Appraisers, Inc.

SUMMARY OF SUBJECT PARCELS TO BE APPRAISED

Parent tax parcels for the Permanent Easement to be relinquished

Property Address	Town	Tax Map Number	Acres	Property Type	Comments
Crosby Road	Alabama	10.-1-13.1	61.80	Commercial Land	N/A
6680 Crosby Road		10.-1-4.12	1.60	Commercial Land	A 1,433-sf ranch w/garage & barns
Crosby Road		10.-1-4.112	90.30	Agricultural Land	N/A
Crosby Road		10.-1-3	102.90	Agricultural Land	N/A
Total Acreage			256.60		

Parent tax parcels for the New Permanent Easement to be created

Property Address	Town	Tax Map Number	Acres	Property Type	Comments
Crosby Road	Alabama	10.-1-1	137.30	Agricultural Land	N/A
Judge Road		10.-1-43.12	182.10	Agricultural Land	N/A
Crosby Road		10.-1-42	97.70	Residential Land w/Improvements	Barns & Shed
Crosby Road		10.-1-13.2	7.50	Commercial Land	N/A
Crosby Road		10.-1-3	102.90	Agricultural Land	N/A
Total Acreage			527.50		

PROPERTY DOCUMENTS REQUESTED

The attached list of Property Documents will be needed, if available, and are requested to be provided with the signed authorization (unless already provided). This list of documents is considered to be part of this Fee Proposal and Assignment Agreement.

- A. A copy of the deed(s) and any other records of title transfer, including all easements encumbering the property (e.g., utility and conservation easements, land use restrictions, building use restrictions, etc.)
- B. Copies of any listings and/or purchase offers within the past three years on all or part of the property being appraised
- C. Copies of all appraisals prepared on the subject property within the past ten years
- D. A copy of the property survey and/or other property maps and aerial photographs
- E. If a survey of each permanent easement is not available, then we do request that the dimensions (width and length) of each utility corridor be provided
- F. Copies of any leases currently in effect including gas and/or subsurface mineral rights leases
- G. Environmental audits or statement certifying the absence and/or presence of any known hazardous substances on the site – itemized by type or material (we understand that environmental audits are not typically available for this property type, however, if one exists we would like to have a copy of it)

CNY Pomeroy Appraisers, Inc.


APPRAISAL ASSIGNMENT TERMS AND CONDITIONS

The attached *Appraisal Assignment Terms and Conditions* are also considered to be applicable to this *Fee Proposal and Assignment Agreement*.

Thank you for your confidence in our services. If there is anything you would like to discuss further, please call at your convenience.

Very truly yours,

CNY POMEROY APPRAISERS, INC.



Donald A. Fisher, MAI, ARA
dfisher@cnyappraisers.com

DAF/tc

AUTHORIZED BY:

Signature

Date

Print Name

CNY Pomeroy Appraisers, Inc.

APPRAISAL ASSIGNMENT TERMS AND CONDITIONS

1. The Client is identified as the party signing this Fee Proposal & Assignment Agreement and is responsible for payment of the fees stipulated in this Agreement unless a separate party (e.g. property owner) is specifically identified prior to commencement of work. The fee and any related assignment expenses are not contingent upon any predetermined value or on any action resulting from the analyses, conclusions and/or use of the appraisal report. The appraiser or appraisers who will complete this appraisal assignment are collectively referred to as CNY Pomeroy Appraisers, Inc. or "CNY Pomeroy Appraisers" for this Agreement.
2. **Consulting, Review, Preparation and Court Fees:** The above fee does not include post-appraisal consulting services (e.g. reviewing other reports, considering supplemental information or alternative scenarios, post-appraisal discussions or any activities not directly related to the preparation of the appraisal report) or preparation and appearance in court or other situations requiring testimony or representation for the appraisal report. The above fee also does not include additional valuation scenarios or other projections outside of the scope of the appraisal assignment described in this Fee Proposal. The above fee also does not include the time to respond to review questions after 10 days from delivery of the appraisal report. Such time, if required, will be charged at the current rate schedule in effect at the time the services are provided. The following table identifies our current hourly rates for consulting and court testimony services (rates are subject to change if requested one year or later from date of this Fee Proposal and Assignment Agreement):

Appraiser	Trial Preparation and Testimony Rates
Susan D. Baldwin, MAI, AI-GRS	\$300 per hour plus out-of-pocket expenses
Donald A. Fisher, MAI, ARA	\$300 per hour plus out-of-pocket expenses
Staff appraisers (as applicable)	\$100 to \$200 per hour plus out-of-pocket expenses

3. We require a minimum of 45 days' notice to confirm our availability for any appearances required for expert witness testimony and/or any other associated post-appraisal work, including pre-trial conferences, reviews of opposition appraisals and work product, and all other related professional services for any litigation or litigation-type requirements.
4. If the Client requests additional services beyond the scope and purpose identified in this Agreement, the Client agrees to pay an additional fee for those services based on our current hourly rates in effect at the time of the completed work.
5. Use of this report by anyone not specifically identified or so authorized in this Fee Proposal & Assignment Agreement is not intended by CNY Pomeroy Appraisers. CNY Pomeroy Appraisers is not responsible for distribution of this report beyond authorized users.
6. CNY Pomeroy Appraisers have extensive valuation experience in all types of land and improved properties found throughout Upstate New York, including properties similar to the parcel described herein. Information describing some of the experiences of CNY Pomeroy Appraisers and its principal members, including curriculum vitae of each member, can be viewed on the firm's website at <http://cnvappraisers.com>.
7. If applicable, an appraisal report prepared in a **summary (abbreviated) format** can be provided initially if negotiations for a reasonable settlement are still a possibility and/or if you do not currently require full details of the property and of the valuation analyses are not required for your needs at this time. While including the same degree of market research and valuation analysis, the property's description and details of the various valuation methods are summarized and will not include all explanations and supporting documentation. We do retain all such documentation in our files for future needs, if required for future purposes. Alternatively, we can provide an appraisal report prepared in a **self-contained (fully-documented) format** suitable for financing or court testimony instead of the summary appraisal report. The summary appraisal report can be expanded to a self-contained appraisal report, as of the same valuation date of the original appraisal, for an additional fee. However, if the completion of the follow-up self-contained appraisal report requires a second inspection of the property for a new valuation date and/or if additional market research will be required, then the fee will have to be re-negotiated dependent upon how much additional time will be required. The summary appraisal report is **never** adequate for court testimony purposes. A self-contained appraisal report must be prepared prior to any court appearance. CNY Pomeroy Appraisers will not appear for court testimony or deposition without a self-contained appraisal report having been prepared. If a court appearance is likely, we must be notified a minimum of 50 days prior to the appraisal report exchange date or the trial date, whichever is first, to provide adequate time to prepare a self-contained (court acceptable) appraisal report.

CNY Pomeroy Appraisers, Inc.

8. Copies of the "**Assumptions and Limiting Conditions**" and the appraiser's "**Certification**" that will be included in the final appraisal report can be provided for your review upon request. The appraisal report to be prepared for this assignment will be subject to these limiting conditions as well as any other conditions deemed appropriate as our investigation and research progresses. If you have questions or concerns involving any of these items, please inquire for a more detailed explanation.
9. The following statements are some of those that are included in the **Certification** that will be part of the appraisal report.
 - a. The reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and are the personal, unbiased professional analyses, opinions, and conclusions of the appraiser.
 - b. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
 - c. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - d. The compensation received by the appraiser for the appraisal is not contingent on the analyses, opinions, or conclusions reached or reported.
 - e. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
 - f. The appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's Uniform Standards for Professional Appraisal Practice.
 - g. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
 - h. We are not responsible for the electronic sharing, or sharing in any form, of this appraisal report.
 - i. Extraordinary assumptions and hypothetical conditions that are necessary to provide a credible value conclusion for this assignment are identified and explained.
 - j. As of the date of this report the principle signer of the appraisal report has completed the requirements under the education programs of the Appraisal Institute and the State of New York.
 - k. The Client should note that the report prepared for this assignment is an opinion of value by the appraiser; that a Court, State or Federal agency, including the Internal Revenue Service, that reviews this report may disagree with or reject this opinion; and that the appraisers cannot guarantee the outcome of or be financially responsible to the Client for any taxes, penalties or interest imposed that may result from such review.
10. If the Client chooses to cancel this Assignment prior to delivery of the completed appraisal report, the Client will be required to pay the pro-rated share of the fee based upon the percent of the work completed and expenses incurred; a minimum fee of \$500 will be charged for any assignments cancelled after work has begun.
11. CNY Pomeroy Appraisers shall have the right to terminate this Agreement for cause at any time, effective immediately by written notice to the Client, upon the occurrence of fraud or willful misconduct of the Client, its employees or agents.
12. This Fee Proposal and Assignment Agreement specifies the number of hard (paper) copies of the completed appraisal report that is to be provided to the Client. If additional copies of the appraisal report are later requested, such copies will be charged at a cost of \$200 per original color copy and \$100 per black and white copy, plus shipping costs.
13. **Late Fees:** Accounts that are more than thirty (30) days past due are subject to finance charges of 2.0% per month. Any payments made in satisfaction of this debt will be applied first to the amount of interest due and then to the principal. Accounts subject to collection will require the Client to pay all reasonable attorney and/or collection charges in addition to any late charges.

CNY Pomeroy Appraisers, Inc.

14. Statements of fact incorporated in the appraisal report which are used for developing CNY Pomeroy Appraisers' analyses, opinions and conclusions are true and correct to the best of CNY Pomeroy Appraisers' knowledge and understanding. CNY Pomeroy Appraisers is not making expressed or implied warranties or representations of the accuracy of completeness of the material furnished by the Client. All data and documents compiled in the preparation of this appraisal, except for documents and information furnished by the Client that are unavailable from alternative sources, and the report prepared per this Agreement are the property of CNY Pomeroy Appraisers, Inc. CNY Pomeroy Appraisers will not violate the confidential nature of any data and documents provided by the Client. However, by this Agreement Client does permit CNY Pomeroy Appraisers to disclose any or all of the appraisal report to the authorized representatives of the Appraisal Institute, New York State Department of State, or other involved professional organizations if such disclosure is required in order for the appraisers to comply with professional obligations.
15. CNY Pomeroy Appraisers will accept no responsibility for legal matters, legal title, survey, engineering, soil or subsoil conditions, or other technical issues, and the appraisal report should not be considered to consist of a survey of the appraised property.
16. If an **environmental audit** was not provided by the Client for the subject property, and if the owner did not provide any information as to the presence of any contamination by hazardous materials on the subject property, then this appraisal report will value the subject property as if environmentally clean unless specifically stated otherwise as part of this Assignment. It has also been our observations that properties used for commercial, industrial, agricultural, forestry, mining and other purposes may have one or more sites designated for transferring chemicals (fuels, fertilizers, herbicides, pesticides, etc.) or dumping of discarded materials that may be contaminated from spilled chemicals. No study will separately be made of the subject area, nor will there be any detailed research conducted by the appraiser investigating the existence of any such contamination affecting the subject property, unless specifically stated as part of the scope of work for this assignment. The appraisers cannot render any professional opinions on the environmental cleanliness of the subject property or comparable sales (unless otherwise noted from our physical inspections). As a result, the valuation scenario that the property is environmentally clean may be identified as an **extraordinary assumption** under the Uniform Standards of Professional Appraisal Practice (SR 1-2(f)) because such an assumption is required to properly develop a credible opinion, it is supported with market data which serves as a reasonable basis and it results in a credible analysis. If this extraordinary assumption was not to be adopted, then it is possible the subject property could have a lower *market value*, especially if environmental contamination was thought to actually or potentially exist on the subject property. The amount of change in value would be dependent upon the type and extent on any such contamination.
17. CNY Pomeroy Appraisers understands that there are no significant deferred maintenance issues which would require the examination of a separate professional entity or, if such repairs are needed, that such cost estimates will be prepared by other such entities that are not part of this Fee Proposal and Assignment Agreement.
18. The Client shall indemnify and hold CNY Pomeroy Appraisers, Inc. completely harmless against any claims, loss, damages, or expenses of any kind, including costs and attorneys' fees, incurred by Client or any third party resulting from the negligence or intentional acts or omissions of the Client for any reason and for which recovery is pursued against CNY Pomeroy Appraisers, Inc. by such entities. Client shall hold CNY Pomeroy Appraisers harmless from any claims or actions occurring because of Client's failure to provide a complete copy of the appraisal report to any authorized intended user.
19. The Client should note that the report prepared for this assignment is an opinion of value by the appraisers; that a Court, State or Federal agency, including the Internal Revenue Service, that reviews this report may disagree with or reject this opinion; and that the appraiser cannot guarantee the outcome of or be financially responsible to the Client for any taxes, penalties, fines, charges, interest or any other monetary costs imposed that may result from such review.
20. The Federal Identification Number for CNY Pomeroy Appraisers, Inc. is #16-1531357. CNY Pomeroy Appraisers DUNS number is #066801382.

Intermunicipal Agreement (IMA) with the Town of Alabama

Discussion: In January 2019 the GCEDC entered into an amended Intermunicipal Agreement with the Town of Alabama to reimburse them for certain legal fees not to exceed \$8,750 and \$73,000 in interest expense in connection with the Town's borrowing on a BAN to pay for parts of the water project that were to be reimbursed with a CFA award grant of \$1.5 million and a SAM grant of \$250,000. The GCEDC has been billed and paid a total of \$60,186.56 in interest expense to date. The Town hired a contractor at the start of the water project to manage the income and expenses. The Town contact their contractor last June stating that they were concerned that there were not sufficient funds in the Town's account to cover the expenditures. The contractor went back and reviewed all of the project transactions and found several bills that were not submitted payment which included a \$26,775.42 bill to the GCEDC in interest expense. This bill results in an amount of \$13,961.99 over the previous approval amount of \$73,000.

Fund commitment: \$13,961.99 interest expense to be covered under the \$33 million.

Committee action request: Recommend approval to pay an additional \$13,961.99 to the Town of Alabama for interest expense on their BAN for the water project portion that was covered by the GCEDC.

First Amendment to the Cost Reimbursement Agreement with National Grid

Discussion: In October of 2020 the GCEDC approved a Cost Reimbursement Agreement (CRA) with National Grid for the reroute of the existing power line that bisects the STAMP site. That CRA was for \$5,129,900. Since that time there have been some revisions to the scope of work covered under the CRA as well as the costs to complete the work. A project at STAMP is entering into a CRA with National Grid to remove some of the costs associated with the original project that they will now cover. However, there has been a 26% increase in the foundation costs as well as a 36% increase in the structure costs.

Fund commitment: An additional \$172,825 over the originally approved \$5,129,000 included in the \$33 million.

Committee action request: Recommend approval to sign First Amendment to the CRA not to exceed \$5,301,825 in total.

**FIRST AMENDMENT
TO
COST REIMBURSEMENT AGREEMENT**

Dated as of December [], 2021
(*“First Amendment Effective Date”*)

Reference is made to that certain Cost Reimbursement Agreement made and entered into as of January 11, 2021 by and between **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, as Customer, and **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID**, as Company (the “Agreement”). Unless otherwise defined herein, all capitalized terms used in this First Amendment to Cost Reimbursement Agreement (“First Amendment”) shall have the meanings set forth in the Agreement.

WHEREAS, the Parties entered into the Agreement to set forth the terms and conditions pursuant to which Company would carry out the Relocation to facilitate Customer’s Project;

WHEREAS, the Company’s Work Cost Estimate included certain costs and expenses associated with the design, engineering, project management, administration, materials procurement, and installation of a second electric circuit to serve anticipated, future tenants on the Premises (“Additional Infrastructure”), said second circuit to be attached to a portion of the relocated 115 kV Lockport-Batavia Line 112, but the Scope of Company Work (attached as Exhibit A to the Agreement) did not expressly describe the scope of work associated with said Additional Infrastructure;

WHEREAS, since the execution and delivery of the Agreement, Customer and Company have engaged further with Plug Power LLC (“Plug”) in connection with Plug’s anticipated tenancy at the Premises and matters related thereto, including the Additional Infrastructure, and Customer and Plug have advised Company that Plug shall be responsible for the costs and expenses associated with said Additional Infrastructure and certain costs associated with the Relocation – specifically, the incremental material cost for the enlarged conductor necessary therefor;

WHEREAS, Company and Plug will enter into a separate Cost Reimbursement Agreement (hereinafter, the “Plug CRA”) to fully describe and set forth (i) the scope of work associated with the Additional Infrastructure, the projected costs and expenses thereof, and the terms and conditions pursuant to which Company would carry out the construction thereof and (ii) the costs associated with the Relocation for which Plug will be responsible; and

WHEREAS, the Parties have determined to amend the Agreement as set forth below to reflect a mutually agreed modification to the Scope of Company Work relating to the Relocation, revised estimates of costs and expenses associated therewith, and to amend or modify certain other terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and of other consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties agree as follows:

1. Section 1.0 of the Agreement is hereby amended by inserting the following additional terms:

“Additional Infrastructure” shall have the meaning set forth in the Recitals of this Agreement.

“Existing Line” means that portion of the Existing Facilities generally depicted in Attachment 1 to Exhibit A to this Agreement.

“Existing Line Approvals” shall have the meaning set forth in Exhibit A to this Agreement.

“Existing Line Easement” shall have the meaning set forth in Exhibit F to this Agreement.

“Line Approvals” shall mean the New Line Approvals and the Existing Line Approvals.

“New Line” means the personal property assets constituting the new 115kV transmission line and related facilities, together with the Additional Infrastructure, to be constructed by Company in the location generally described in Attachment 1 to Exhibit A to this Agreement.

“New Line Approvals” shall have the meaning set forth in Exhibit A to this Agreement.

“Plug” shall have the meaning set forth in the Recitals of this Agreement.

2. Section 1.0 of the Agreement is further amended by striking the defined term “Project” and inserting in place thereof the following:

““Project” means the work, services, materials, equipment and tasks to design, engineer, construct, install, test and commission the New Line, remove the Existing Line, and release the Existing Line Easement as contemplated by this Agreement.”

3. Section 5.3 of the Agreement is hereby amended by inserting the following at the end thereof:

“d) Company has received a fully executed Plug CRA, setting forth Plug’s cost responsibility for its portion of the Relocation, and Company has received any and all reimbursements therefor pursuant to the Plug CRA.

(iv) Decommissioning Commencement. Anything in this Agreement to the contrary notwithstanding, Company shall not be obligated to proceed with de-energizing, decommissioning or removing the Existing Line unless and until all of the following conditions have been satisfied:

- a) the New Line (including the Additional Infrastructure) has been completed, energized, and placed in commercial operation by the Company,
- b) all Required Approvals for the Work have been received, are in form and substance satisfactory to the Parties, have become final and non-appealable and commencement of such decommissioning is permitted under the terms and conditions of such Required Approvals, and
- c) all Company Reimbursable Costs invoiced to date have been paid in full to Company, and Company has received any and all reimbursements pursuant to the Plug CRA necessary to complete, energize, and place the New Line in operation and otherwise complete the Relocation for which Plug is responsible.

(v) Existing Line Easement Termination. Anything in this Agreement to the contrary notwithstanding, Company shall not be obligated to release or terminate the Existing Line Easement unless and until all of the following conditions have been satisfied:

- a) the Existing Line has been decommissioned and all of its components removed from the Existing Line Easement area,
- b) all Required Approvals for the Work have been received, are in form and substance satisfactory to the Parties, have become final and non-appealable and commencement of such decommissioning is permitted under the terms and conditions of such Required Approvals, and
- c) all Company Reimbursable Costs invoiced to date have been paid in full to Company.”

4. Section 6.2 of the Agreement is hereby amended to read in its entirety as follows:

“As of the date of this Agreement, the Company’s estimate of the total Company Reimbursable Costs (“Company’s Work Cost Estimate”) is \$5,301,825. The Company’s Work Cost Estimate is based on the Company’s estimate of Customer’s portion of all Company Work required to complete the Project Relocation (“Total Project Relocation Estimate”) of \$8,174,023, less a credit of \$2,872,198 for avoided work on the Company’s existing facilities that would otherwise be required but for the Project Relocation (“Credit Amount”), all as more particularly set forth in the spreadsheet attached hereto as Schedule 1. Customer has previously provided Company with two (2) prepayments totaling \$3,100,000 (together, the “Initial Prepayment”) to begin engineering activities. The remaining balance of the Company’s Work Cost Estimate in the amount of \$2,201,825 (“Follow-Up Prepayment”) shall be paid on December 31, 2021. The Company shall invoice Customer for the Follow-Up Prepayment, and Customer shall pay such amount to Company by the invoice due date in accordance with Section 6.3. Unless it elects to do so

in its sole discretion, Company shall not be obligated to commence or continue any Company Work under this Agreement prior to Company's receipt of the Follow-Up Prepayment as set forth in Section 5.3 of this Agreement."

5. Section 17.1 of the Agreement is hereby amended to read in its entirety as follows:

"Subject to Section 21.3 of this Agreement, the obligations of each Party to perform its respective Work under this Agreement are expressly contingent upon (i) each Party receiving all licenses, permits, permissions, certificates, approvals, authorizations, consents, franchises, and releases and Line Approvals from any local, state, or Federal regulatory agency or other governmental agency or authority (which may include, without limitation, the NYPSC), and from any other third party that may be required for such Party in connection with the performance of such Party's obligations under or in connection with this Agreement (the "Required Approvals"), (ii) each Required Approval being granted without the imposition of any modification or condition of the terms of this Agreement or the subject transactions, unless such modification(s) or condition(s) are agreed to by the Parties in their respective sole discretion, and (iii) all applicable appeal periods with respect to the Required Approvals having expired without any appeal having been made or, if such an appeal has been made, a full, final and non-appealable determination having been made regarding same by a court or other administrative body of competent jurisdiction, which determination disposes of or otherwise resolves such appeal (or appeals) to the satisfaction of both Parties in their respective sole discretion. Customer acknowledges that, as a consequence of releasing the Existing Line Easement, pursuant to New York Public Service Law, Section 70, the Company may be required by applicable law or regulation to compensate the Company's customers for such release and Customer agrees that any such amount, and any other costs incurred by the Company resulting from conditions imposed on the Company by the NYPSC in granting New York Public Service Law, Section 70 approval, shall be included within the meaning of the term Company Reimbursable Costs and shall be reimbursed by Customer. Customer further acknowledges and agrees that, as of the date of this Agreement, the Company's Work Cost Estimate does not include or reflect any costs which may be incurred as contemplated by the preceding sentence."

6. Exhibit A to the Agreement is hereby deleted and is replaced in its entirety by the revised Exhibit A attached to this First Amendment.
7. Exhibit F attached to this First Amendment is hereby incorporated into the Agreement, attached thereto and made a part thereof.
8. The Parties agree that the Agreement shall be and remain in full force and effect in accordance with its terms as amended hereby, is ratified and confirmed, and shall continue to govern the rights and obligations of the

Parties. This First Amendment is for the use and benefit of the Parties only, and not for the use and benefit of any other person, party, or entity.

9. This First Amendment may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by an authorized representative of the Party against whom the amendment, modification or waiver is sought to be enforced.
10. This First Amendment may be executed in multiple counterparts, each of which shall be considered an original. The exchange of copies of this First Amendment and of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this First Amendment as to the Parties and may be used in lieu of the original First Amendment for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by e-mailed PDF) shall be deemed to be their original signatures for all purposes.

[Signatures are on following page.]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on their behalf by their respective duly authorized signatories as of the First Amendment Effective Date.

**NIAGARA MOHAWK POWER CORPORATION,
d/b/a National Grid**

By: _____
Name:
Title:

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

By: _____
Name:
Title:

Exhibit A: Scope of Company Work

The Company will perform the following work in connection with the Project, as further illustrated in Attachment 1 hereto:

1. Relocation Work

The Company will survey, design, engineer, procure, construct, test, and place into service the project of the Lockport-Batavia #112 115kV transmission line along the Customer's agreed upon centerline totaling 1.9 miles in length. This relocation shall consist of:

- Earthwork, grading, excavation, matting, and permanent roadwork installation necessary to relocate the existing #112 line.
- Caisson foundations for all dead-end and angle structures.
- Installation of all direct embedded and engineered monopole steel structures, including the davit arms associated with a single circuit.
- Installation of optical ground wire (OPGW) along the single circuit associated with relocating the Lockport-Batavia #112 115kV Transmission Line.
- Obtain system outages when necessary to conduct all work.
- Filing a Part 102 Permit with the New York State Public Service Commission.
- Retain and use outside experts, counsel, consultants, and contractors in furtherance of the work contemplated herein.
- Fencing and security additions to accommodate marshalling yard(s) for equipment storage.

2. Project Administration

The Company will provide the following project management and administration services:

- A Project Manager to administer the Company's work at the #112-line relocation site and coordinate the Company's work with any other related Customer projects.
- If necessary, a Technical Lead Customer Engineer to coordinate the connection of the relocated #112 line to the Company's existing #112 line.
- Project progress reporting to include project spend and milestone schedule updates.
- Perform activities including, but not limited to, as-built drawings, property record updates, final invoicing, permit closures, and project closeout.

3. Required Approvals

- With the exception of any Land Use Approvals (as defined in Exhibit B), the Company shall prepare, file for, and use reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and

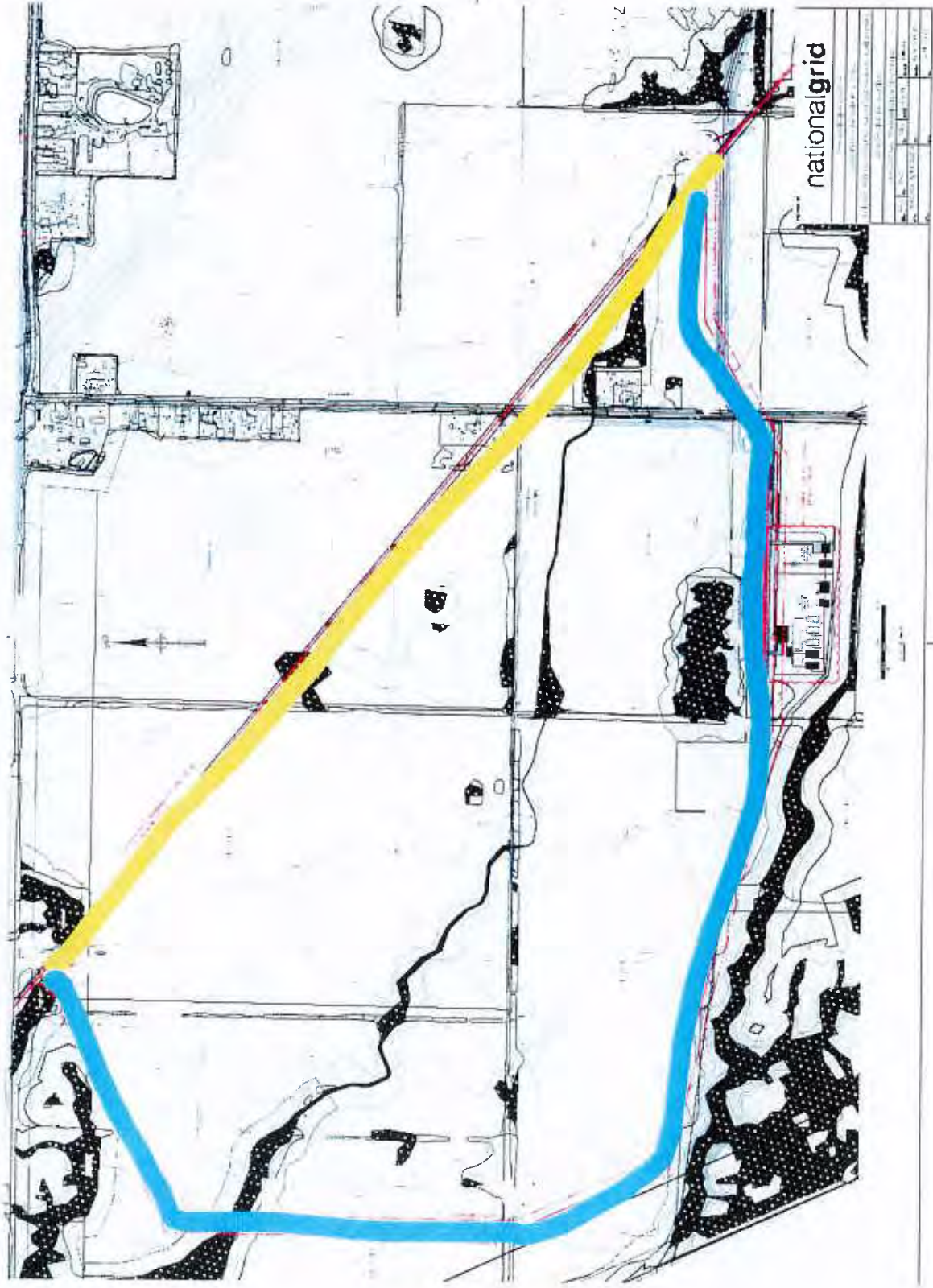
authorizations from all local, state and federal governmental agencies and any other third parties for the Company to construct, install, commission, own, use, operate, and maintain the New Line and any other Company facilities constructed pursuant to the Project, including, without limitation, preparation and submission to the NYPSC of a Part 102 Report (and obtaining any required NYPSC authorizations or approvals in connection therewith) or any other necessary regulatory filing or filings for the New Line (the “New Line Approvals”).

- Prepare, file for, and use commercially reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and authorizations from all local, state or federal governmental agencies, the NYISO and any other third parties for Company to decommission, dismantle and remove the Existing Line and release or terminate the Existing Line Easement (including, without limitation, preparation and submission to the NYPSC of a Part 102 Report and obtaining any required NYPSC authorizations or approvals in connection therewith and obtaining any required NYPSC authorizations or approvals under Section 70 of the New York Public Service Law to release the Existing Line Easement) or any other necessary regulatory filing or filings relating thereto (the “Existing Line Approvals”).
- Customer shall be responsible for granting the Company all Land Use Approvals. The Company shall not have any responsibility for seeking or acquiring any real property rights in connection with Company Work or the Project including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right-of-way interests. Neither this Agreement nor Company Work include securing or arranging for Customer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company.

The Company will also perform any other tasks it deems, in its sole discretion, to be reasonable, necessary or advisable in connection with the work contemplated by this Exhibit A (including, without limitation, any changes thereto).

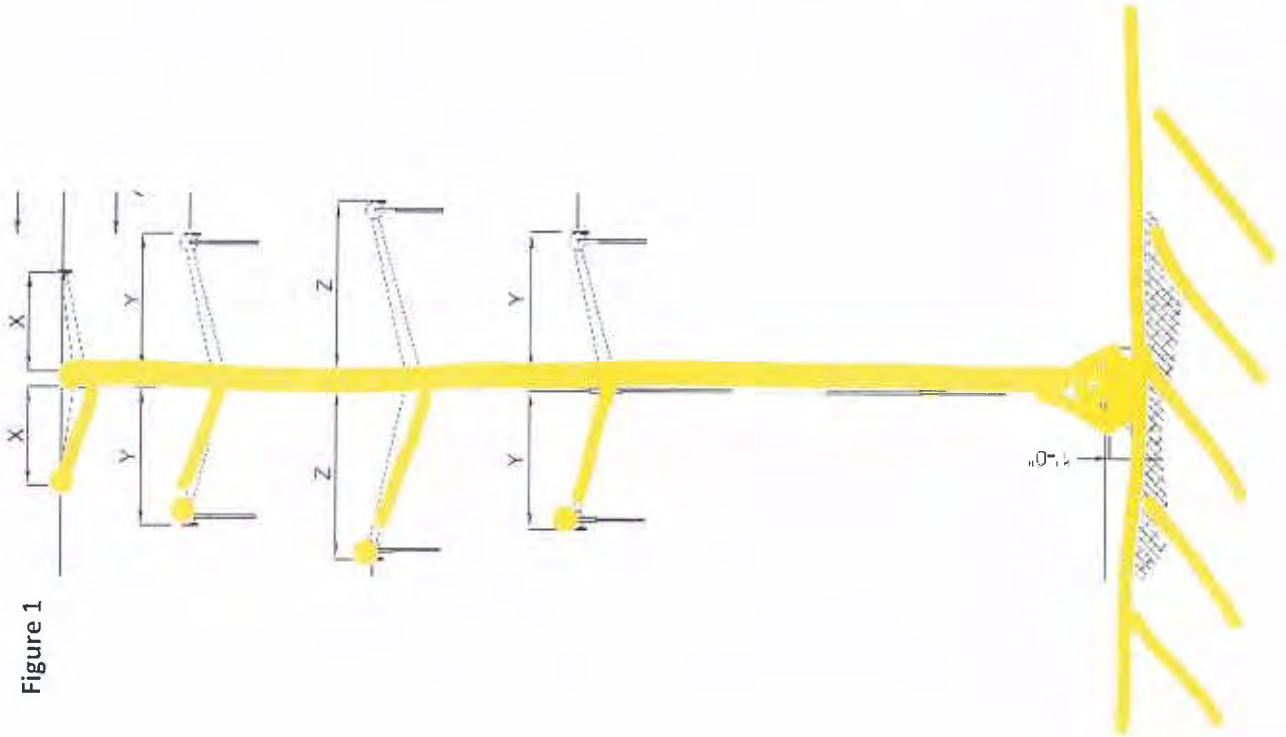
Attachment 1 to Exhibit A

Attachment 1 – GCEDC Line Relocation Scope of Work



Attachment 1 – GCEDC Line Relocation Scope of Work

Figure 1



The yellow line on Page 1 – The “Existing Line” as defined.

The Blue line on Page 1 – The “New Line” as defined.

The yellow line indicated in Figure 1 is a typical illustration of the revised scope of work and construction in GCEDC’s responsibility.

- Site Prep
- Foundations
- Concrete/Rebar
- Structures
- Single Circuit Davit Arms with the insulators

Exhibit F: Existing Line Easement

Those certain rights, privileges, and easements which, together, form a certain right-of-way and easement corridor (generally forty (40') feet wide) in which a portion of the Lockport-Batavia #112 Line is located. These easements are more particularly described in the following instruments: (a) that certain Indenture from Lafayette B. Crosby et al. to Niagara, Lockport and Ontario Power Company dated November 14, 1905 and filed on November 17, 1905 in the Office of the Clerk of Genesee County, New York in Book of Deeds 204 at Page 156, (b) that certain Indenture from Orrin W. Pattison et al. to Niagara, Lockport and Ontario Power Company dated November 15, 1905 and filed on November 17, 1905 in the Office of the Clerk of Genesee County, New York in Book of Deeds 204 at Page 161, (c) that certain Indenture from Catherine Holmes to Niagara, Lockport and Ontario Power Company dated November 13, 1905 and filed on November 17, 1905 in the Office of the Clerk of Genesee County, New York in Book of Deeds 204 at Page 165, and (d) that certain instrument regarding tree trimming rights sold, granted and conveyed by Orrin W. Pattison to Niagara, Lockport and Ontario Power Company dated March 15, 1906 (collectively, the "Existing Line Easement").

Schedule 1: Cost Breakdown

Onsite water main, Crosby Road reconstruction, lay down area and hold and haul tank contract bids

Discussion: The GCEDC went out to bid for the infrastructure to support Plug Power's facility as well as what is needed for the lay down area for the power line reroute. The bid was put out as one project but with four base bids as follows:

- A.** Full depth reconstruction of approximately 1,800 LF of Crosby Road.
- B.** Installation of approximately 5,500 LF of water main from Route 77/STAMP Drive to the Plug Power site.
- C.** Installation of approximately 150 LF of sanitary sewer, manholes, premanufactured pump station, sanitary sewer holding tank and appurtenances to provide Plug Power with sanitary sewer facilities.
- D.** Construction of a temporary access road and temporary 5-acre gravel laydown yard for National Grid.

The bid documents stated that the Owner reserves the right to award the Base Bids individually or the combination of the Base Bids to the lowest, responsive, responsible bidder based on which Bid combination best fits the project budget and priorities.

See the attached recommendation letter from Clark Patterson Lee.

Fund commitment: \$2,273,225 from the attached sources and uses summary.

Committee action request: Recommend approval to award Base bid A and B to 716 Site Contracting, Inc. and to award Base bid C and D to Keeler Construction, Inc.

**Genesee County Economic Development Center
STAMP**

Sources and uses of funds for infrastructure to support Plug Power
1/5/2022

Description

Sources of Funds:

Plug Power land sale proceeds (net)	\$ 1,953,073
Due to/Due from - Borrow from RLF #1	320,152

Total Sources of Funds: \$ 2,273,225

Uses of Funds:

Reconstruction of Crosby Road	\$ 852,670
Installation of 5,500 LF of transmission water main	682,345
Installation of 150 LF of sanitary sewer, manholes, pump station and sanitary sewer holding tank	240,840
Construction of a temporary access road and temporary 5-acre gravel laydown yard	497,370

Total Uses of Funds: 2,273,225

Total funds available (short) \$ (0)



ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

January 3, 2021

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

**RE: WNY SCIENCE TECHNOLOGY AND ADVANCE MANUFACTURING PARK
ONSITE WATER MAIN AND CROSBY ROAD RECONSTRUCTION
CPL PROJECT NO.: 16174.00
RECOMMENDATION FOR AWARD**

Dear Mark:

The bids for the above referenced project were opened on December 16, 2021. Bids were opened for four (4) projects at the STAMP Site and are outlined below:

Base Bid A consists of the full depth reconstruction of approximately 1,800 LF of Crosby Road between STAMP Drive and the future entrance to Plug Power.

Base Bid B consists of the installation of approximately 5,500 LF of new water main along STAMP Drive from NYS Route 77 to Crosby Road and along a portion of Crosby Road to the Plug Power connection.

Base Bid C consists of the installation of approximately 150 LF of sanitary sewer, manholes, premanufactured pump station, a sanitary sewer holding tank and appurtenances to provide Plug Power with sanitary sewer facilities.

Base Bid D consists of the construction of a temporary access road and a temporary 5.0-acre gravel laydown yard for National Grid to use as a staging area for the construction of the powerline reroute.

A total of six (6) bids were received for Base Bid A, seven (7) bids for Base Bid B, six (6) bids for Base Bid C and seven (7) bids for Base Bid D. All four of these projects will require significant coordination and timing with the construction of Plug Power. A copy of our bid tabulation is enclosed for your information and review.

The low bid for Base Bid A was submitted by 716 Site Contracting, Inc. of Hamburg, New York in the amount of \$852,670.00. The low bid for Base Bid B was submitted by 716 Site Contracting, Inc. of Hamburg, New York in the amount of \$682,345.00. The low bid for Base Bid C was submitted by Keeler Construction, Inc. of Albion, New York in the amount of \$240,840.00. The low bid for Base Bid D was submitted by Keeler Construction, Inc. of Albion, New York in the amount of \$497,370.00.

We have reviewed both 716 Site Contracting and Keeler Construction's qualifications and have discussed their respective bids in detail with them. We feel the bids received from these two Contractors are a true representation of the costs to complete this project and that these Contractors are qualified to complete each of the contracts.



We recommend the GCEDC Board pass a resolution **“Accepting the bids received from 716 Site Contracting, Inc. for Base Bid A in the amount of \$852,670.00 and Base Bid B in the amount of \$682,345.00 and awarding Contracts for Base Bid A and Base Bid B to them.”**

We also recommend the GCEDC Board pass a resolution **“Accepting the bids received from Keeler Construction, Inc. for Base Bid C in the amount of \$240,840.00 and Base Bid D in the amount of \$497,370.00 and awarding Contracts for Base Bid C and Base Bid D to them.”**

We have also enclosed the Notice of Award for 716 Site Contracting and Keeler Construction, which will need to be signed and returned to our office. The Notice of Award will then be forwarded to each Contractor, along with copies of the Agreement and other documents for their execution. When returned, the executed Agreements will be sent to GCEDC for your signature. This process generally takes two (2) weeks.

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

Very truly yours,

CPL

Andrew R. Kosa, P.E.
Principal Associate

Enclosures

GCEDC

STAMP Onsite Water & Crosby Road Reconstruction

CPL Project No. 16174.00

Bid Opening: December 16, 2021

Bid Item	Description	Quantity	Unit	716 Site Contracting, Inc		Keeler Construction Co. Inc		Mark Cerrone Inc.		Ochino Corp.		Victor Excavating		Villager Construction, Inc.		Alleghany Construction Corp.		Milherst Construction, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Base Bid A Crosby Road Reconstruction																			
G-1	Mobilization (shall not exceed 3%)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 26,000.00	\$ 26,000.00	\$ 24,918.00	\$ 24,918.00	\$ 28,000.00	\$ 28,000.00	\$ 18,250.00	\$ 18,250.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
G-2	Maintenance and Protection of Traffic Including Signs and Flagperson	1	LS	\$ 3,300.00	\$ 3,300.00	\$ 8,700.00	\$ 8,700.00	\$ 63,000.00	\$ 63,000.00	\$ 20,000.00	\$ 20,000.00	\$ 9,350.00	\$ 9,350.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
G-3	Erosion Control	1	LS	\$ 8,800.00	\$ 8,800.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 19,750.00	\$ 19,750.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -
G-4	Select Granular Fill	1,000	CY	\$ 44.00	\$ 44,000.00	\$ 31.00	\$ 31,000.00	\$ 26.00	\$ 26,000.00	\$ 48.00	\$ 48,000.00	\$ 49.00	\$ 49,000.00	\$ 30.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
G-5	Unclassified Excavation & Disposal - Undercut	1,000	CY	\$ 37.00	\$ 37,000.00	\$ 43.00	\$ 43,000.00	\$ 31.00	\$ 31,000.00	\$ 29.00	\$ 29,000.00	\$ 7.00	\$ 7,000.00	\$ 40.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -
G-6	Restoration & Seeding	1	LS	\$ 29,000.00	\$ 29,000.00	\$ 44,000.00	\$ 44,000.00	\$ 32,000.00	\$ 32,000.00	\$ 45,000.00	\$ 45,000.00	\$ 47,250.00	\$ 47,250.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
R-1	Stripping and Stockpiling Topsoil for Roadway	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 32,000.00	\$ 32,000.00	\$ 23,000.00	\$ 23,000.00	\$ 77,850.00	\$ 77,850.00	\$ 19,200.00	\$ 19,200.00	\$ 46,000.00	\$ 46,000.00	\$ -	\$ -	\$ -	\$ -
R-2	Roadway, Drainage Swale, Earthwork and Grading	1	LS	\$ 149,300.00	\$ 149,300.00	\$ 138,000.00	\$ 138,000.00	\$ 280,000.00	\$ 280,000.00	\$ 203,000.00	\$ 203,000.00	\$ 285,000.00	\$ 285,000.00	\$ 275,000.00	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -
R-3	Geotextile Separation Fabric (NYS DOT Item 207.24)	6,400	SY	\$ 1.00	\$ 6,400.00	\$ 1.49	\$ 9,536.00	\$ 1.35	\$ 8,640.00	\$ 1.00	\$ 6,400.00	\$ 1.64	\$ 10,496.00	\$ 0.85	\$ 5,440.00	\$ -	\$ -	\$ -	\$ -
R-4	Subbase Course - Type 2, Complete	4,000	CY	\$ 37.52	\$ 150,080.00	\$ 41.00	\$ 164,000.00	\$ 37.00	\$ 148,000.00	\$ 42.00	\$ 168,000.00	\$ 35.41	\$ 141,640.00	\$ 42.00	\$ 168,000.00	\$ -	\$ -	\$ -	\$ -
R-5	Asphalt Base Course, 37.5 F9	1,500	TON	\$ 74.00	\$ 111,000.00	\$ 72.00	\$ 108,000.00	\$ 113.00	\$ 169,500.00	\$ 66.00	\$ 99,000.00	\$ 80.32	\$ 120,480.00	\$ 95.00	\$ 144,000.00	\$ -	\$ -	\$ -	\$ -
R-6	Asphalt Binder Course, 19.0 F9	1,200	TON	\$ 72.00	\$ 86,400.00	\$ 75.00	\$ 90,000.00	\$ 110.00	\$ 132,000.00	\$ 69.00	\$ 82,800.00	\$ 85.44	\$ 102,528.00	\$ 95.00	\$ 114,000.00	\$ -	\$ -	\$ -	\$ -
R-7	Asphalt Top Course, 9.5 F2	600	TON	\$ 88.00	\$ 52,800.00	\$ 88.00	\$ 52,800.00	\$ 128.00	\$ 76,800.00	\$ 80.00	\$ 48,000.00	\$ 105.59	\$ 63,354.00	\$ 110.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -
R-8	Diluted Tack Coat	300	GAL	\$ 9.00	\$ 2,700.00	\$ 5.80	\$ 1,740.00	\$ 9.00	\$ 2,700.00	\$ 25.00	\$ 7,500.00	\$ 10.83	\$ 3,249.00	\$ 19.00	\$ 5,700.00	\$ -	\$ -	\$ -	\$ -
R-9	Asphalt Price Adjustment	7,500	DC	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -
R-10	White Preformed ReflectORIZED Pavement Stripe	3,600	LF	\$ 0.95	\$ 3,420.00	\$ 0.91	\$ 3,276.00	\$ 0.91	\$ 3,276.00	\$ 0.82	\$ 2,952.00	\$ 0.99	\$ 3,564.00	\$ 1.10	\$ 3,960.00	\$ -	\$ -	\$ -	\$ -
R-11	Yellow Preformed ReflectORIZED Pavement Stripe	3,600	LF	\$ 0.95	\$ 3,420.00	\$ 0.91	\$ 3,276.00	\$ 0.91	\$ 3,276.00	\$ 0.82	\$ 2,952.00	\$ 0.99	\$ 3,564.00	\$ 1.10	\$ 3,960.00	\$ -	\$ -	\$ -	\$ -
R-12	Furnish and Install Box Beam Guide Rail, Complete	350	LF	\$ 89.00	\$ 31,150.00	\$ 100.00	\$ 35,000.00	\$ 72.00	\$ 25,200.00	\$ 86.00	\$ 30,100.00	\$ 95.58	\$ 33,453.00	\$ 72.00	\$ 25,200.00	\$ -	\$ -	\$ -	\$ -
ST-1	Furnish and Install 12 Inch Diameter SICPP Storm Sewer, Complete	80	LF	\$ 75.00	\$ 6,000.00	\$ 85.00	\$ 6,800.00	\$ 42.00	\$ 3,360.00	\$ 50.00	\$ 4,000.00	\$ 51.50	\$ 4,120.00	\$ 110.00	\$ 8,800.00	\$ -	\$ -	\$ -	\$ -
ST-2	Furnish and Install 24 Inch Diameter SICPP Storm Sewer, Complete	60	LF	\$ 100.00	\$ 6,000.00	\$ 152.00	\$ 9,120.00	\$ 70.00	\$ 4,200.00	\$ 90.00	\$ 5,400.00	\$ 101.00	\$ 6,060.00	\$ 170.00	\$ 10,200.00	\$ -	\$ -	\$ -	\$ -
ST-3	Furnish and Install 42 Inch Diameter SICPP Storm Sewer, Complete	140	LF	\$ 210.00	\$ 29,400.00	\$ 270.00	\$ 37,800.00	\$ 142.00	\$ 19,880.00	\$ 200.00	\$ 28,000.00	\$ 190.00	\$ 26,600.00	\$ 240.00	\$ 33,600.00	\$ -	\$ -	\$ -	\$ -
A-1	Field Change Allowance	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
C-1	Compaction Testing Allowance	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Total Base Bid A					\$ 852,670.00		\$ 898,548.00		\$ 1,134,250.00		\$ 993,454.00		\$ 1,016,408.00		\$ 1,122,360.00	\$ -	\$ -	\$ -	\$ -
Base Bid B: Onsite Water Main																			
G-1	Mobilization (shall not exceed 3%)	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 22,000.00	\$ 22,000.00	\$ 16,253.00	\$ 16,253.00	\$ 23,500.00	\$ 23,500.00	\$ 8,750.00	\$ 8,750.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00
G-2	Maintenance and Protection of Traffic Including Signs and Flagperson	1	LS	\$ 350.00	\$ 350.00	\$ 4,700.00	\$ 4,700.00	\$ 25,971.00	\$ 25,971.00	\$ 17,000.00	\$ 17,000.00	\$ 9,606.00	\$ 9,606.00	\$ 24,000.00	\$ 24,000.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00
G-3	Erosion Control	1	LS	\$ 100.00	\$ 100.00	\$ 4,000.00	\$ 4,000.00	\$ 13,003.00	\$ 13,003.00	\$ 2,000.00	\$ 2,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
G-4	Select Granular Fill	100	CY	\$ 50.00	\$ 5,000.00	\$ 31.00	\$ 3,100.00	\$ 81.00	\$ 8,100.00	\$ 30.00	\$ 3,000.00	\$ 60.50	\$ 6,050.00	\$ 29.00	\$ 2,900.00	\$ -	\$ -	\$ 35.00	\$ 3,500.00
W-1A	Furnish and Install 12 Inch PVC DR-18 Water Main, Complete	5,500	LF	\$ 84.25	\$ 463,375.00	\$ 85.70	\$ 471,350.00	\$ 87.00	\$ 478,500.00	\$ 70.00	\$ 385,000.00	\$ 97.50	\$ 536,250.00	\$ 95.00	\$ 522,500.00	\$ -	\$ -	\$ 78.00	\$ 429,000.00
W-1B	Furnish and Install 10 Inch PVC DR-18 Water Main, Complete	20	LF	\$ 100.00	\$ 2,000.00	\$ 263.00	\$ 5,260.00	\$ 342.00	\$ 6,840.00	\$ 155.00	\$ 3,100.00	\$ 111.75	\$ 2,235.00	\$ 140.00	\$ 2,800.00	\$ -	\$ -	\$ 85.00	\$ 1,700.00
W-2	Horizontal Directional Drill 12 Inch Diameter DR-9 HDPE Water Main, Complete	180	LF	\$ 229.00	\$ 41,220.00	\$ 308.00	\$ 55,440.00	\$ 330.00	\$ 59,400.00	\$ 200.00	\$ 36,000.00	\$ 300.00	\$ 54,000.00	\$ 400.00	\$ 72,000.00	\$ -	\$ -	\$ 325.00	\$ 58,500.00
W-3A	Furnish and Install 12 Inch Gate Valve, Complete	12	EA	\$ 3,000.00	\$ 36,000.00	\$ 4,450.00	\$ 53,400.00	\$ 4,415.00	\$ 52,980.00	\$ 5,000.00	\$ 60,000.00	\$ 3,900.00	\$ 46,800.00	\$ 3,250.00	\$ 39,000.00	\$ -	\$ -	\$ 4,000.00	\$ 48,000.00
W-3B	Furnish and Install 10 Inch Gate Valve, Complete	1	EA	\$ 2,400.00	\$ 2,400.00	\$ 4,200.00	\$ 4,200.00	\$ 3,050.00	\$ 3,050.00	\$ 5,000.00	\$ 5,000.00	\$ 3,440.00	\$ 3,440.00	\$ 2,600.00	\$ 2,600.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00
W-4	Furnish and Install Hydrant Assemblies, Complete	6	EA	\$ 6,900.00	\$ 41,400.00	\$ 7,700.00	\$ 46,200.00	\$ 7,928.00	\$ 47,568.00	\$ 9,000.00	\$ 54,000.00	\$ 7,250.00	\$ 43,500.00	\$ 5,750.00	\$ 34,500.00	\$ -	\$ -	\$ 8,000.00	\$ 48,000.00
W-5	Dry Connection to Existing 12 Inch Water Main, Complete	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,601.00	\$ 3,601.00	\$ 5,000.00	\$ 5,000.00	\$ 2,700.00	\$ 2,700.00	\$ 4,800.00	\$ 4,800.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
W-6	Furnish and Install 2 Inch Permanent Blow Off Assembly, Complete	3	EA	\$ 1,900.00	\$ 5,700.00	\$ 3,500.00	\$ 10,500.00	\$ 7,637.00	\$ 22,911.00	\$ 5,000.00	\$ 15,000.00	\$ 11,200.00	\$ 33,600.00	\$ 4,750.00	\$ 14,250.00	\$ -	\$ -	\$ 2,000.00	\$ 6,000.00
W-7	Furnish and Install Meter/Check Valve Vault, Complete	1	EA	\$ 58,000.00	\$ 58,000.00	\$ 65,000.00	\$ 65,000.00	\$ 82,000.00	\$ 82,000.00	\$ 195,000.00	\$ 195,000.00	\$ 75,800.00	\$ 75,800.00	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -	\$ 95,000.00	\$ 95,000.00
ST-2	Furnish and Install 12 Inch Diameter SICPP Storm Sewer, Complete	60	LF	\$ 80.00	\$ 4,800.00	\$ 73.00	\$ 4,380.00	\$ 91.00	\$ 5,460.00	\$ 70.00	\$ 4,200.00	\$ 62.70	\$ 3,762.00	\$ 150.00	\$ 9,000.00	\$ -	\$ -	\$ 100.00	\$ 6,000.00
A-1	Field Change Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
C-1	Compaction Test Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
Total Base Bid B					\$ 682,345.00		\$ 760,530.00		\$ 835,637.00		\$ 817,800.00		\$ 839,643.00		\$ 847,150.00	\$ -	\$ -	\$ 5,000.00	\$ 737,200.00
Base Bid C: Sanitary Sewer, Holding Tank and Pump Station																			
G-1	Mobilization (shall not exceed 3%)	1	LS	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 11,700.00	\$ 11,700.00	\$ 8,200.00	\$ 8,200.00	\$ 3,950.00	\$ 3,950.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00
G-2	Maintenance and Protection of Traffic Including Signs and Flagperson	1	LS	\$ -	\$ -	\$ 1,300.00	\$ 1,300.00	\$ 17,090.00	\$ 17,090.00	\$ 13,000.00	\$ 13,000.00	\$ 2,400.00	\$ 2,400.00	\$ 6,400.00	\$ 6,400.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
G-3	Erosion Control	1	LS	\$ -	\$ -	\$ 1,800.00	\$ 1,800.00	\$ 3,900.00	\$ 3,900.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 860.00	\$ 860.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
G-4	Select Granular Fill	100	CY	\$ -	\$ -	\$ 31.00	\$ 3,100.00	\$ 68.00	\$ 6,800.00	\$ 30.00	\$ 3,000.00	\$ 61.00	\$ 6,100.00	\$ 28.00	\$ 2,800.00	\$ -	\$ -	\$ 35.00	\$ 3,500.00
S-1	Furnish & Install 16,000 Gallon Sanitary Sewer Holding Tank & Pump Station, Complete	1	LS	\$ -	\$ -	\$ 151,000.00	\$ 151,000.00	\$ 150,936.00	\$ 150,936.00	\$ 226,000.00	\$ 226,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ -	\$ -	\$ 195,000.00	\$ 195,000.00
S-2	Furnish and Install 12 Inch SDR 21 PVC Sanitary Sewer, Complete	160	LF	\$ -	\$ -	\$ 229.00	\$ 36												

Phillips Lytle 2022 contract for STAMP related work

Discussion: Phillips Lytle has prepared a proposal to cover the scope of work for 2022 as it relates to Tech Team support for the off-site sewer permitting and wetland permitting, the wastewater treatment facility permitting, and force main installation as well as the new water main from Niagara County.

Fund Commitment: Not to exceed \$238,000 to be included in the \$8 million.

Board Action Request: Recommend approval to the full Board of Phillips Lytle contract not to exceed \$238,000.



Phillips Lytle LLP

**VIA EMAIL
PRIVILEGED & CONFIDENTIAL**

January 7, 2022

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

Re: Proposed Supplement to Engagement Letter for STAMP Project -
Scope of Work for STAMP Project Support

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 generally work for STAMP Project Support through end of this calendar year. Estimated legal fees for same are 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.

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

Adam S. Walters, Esq.

cc: Douglas W. Dimitroff (via email)

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 _____, 2022

ATTORNEYS AT LAW

ADAM S. WALTERS, PARTNER DIRECT 716 847 7023 AWALTERS@PHILLIPSLYTLE.COM

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

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**STAMP Project - 01/07/2022 Supplement to Phillips Lytle Engagement Letter
Additional "Updated Scope of Work"
STAMP Project Support**

- I. Additional STAMP Support: GCEDC is involved in various review and approval processes for STAMP infrastructure projects including the on-site waste water treatment plant and force main, new water main from Niagara County, powerline reroute, and Crosby Road improvements. These projects require approvals from various governmental agencies including the U.S. Army Corps of Engineers, the Niagara County Water District, and the New York State Department of Environmental Conservation. In addition, the GCEDC is engaged in on-going consultation to the Tonawanda Seneca Nation and must fulfill various obligations pursuant to a settlement agreement with the Nation related to the Plug Power Project. Phillips Lytle will represent and assist GCEDC relative to the foregoing matters on an as needed basis. Phillips Lytle will also represent and assist GCEDC relative to any necessary local (Town) permitting approvals for STAMP Infrastructure.

Est. Legal Fees: \$238,000*

* the foregoing scope of work and fees do not include assistance with any formal challenges to or litigation relating to the STAMP Site; and the estimated legal fees cover this scope of work through December 31, 2022.

Doc #10154957.1

UB Proposal for site work observation for lay down area

Discussion: The GCEDC has requested a quote from UB for site work observation services related to earth work for the lay down area. This quote is on a per day basis with an estimated time frame of 15 days to complete the earth work. The quote is for 18 days so there is some room if the project goes a little longer (the contractor estimated 18 days to complete the entire project).

Fund Commitment: Not to exceed \$11,700 to be included in the \$33 million.

Board Action Request: Recommend approval to the full Board of UB contract not to exceed \$11,700 if needed.

UB ARCHAEOLOGICAL SURVEY SERVICES AGREEMENT

The Research Foundation for the State University of New York ("Foundation") on behalf of the University at Buffalo ("University")	Company ("Company")
Genesee County Economic Development Center	Genesee County Economic Development Center
Address: 520 Lee Entrance, Suite 211, Amherst, NY 14228-2567 Phone: 716-645-2634 Fax: 716-645-2760	Address: 99 MedTech Drive, Suite 106 Batavia, NY 14020 Phone: (585) 343-4866, ext. 17 Fax: (585) 343-0848
+University Information	Send invoice to: Genesee County Economic Development Center
Name: The Archaeological Survey of the State University of New York at Buffalo Address: 380 MFAC, Ellicott Complex Buffalo, New York, 14261-0026 Contact: Douglas J. Perrelli, Ph.D., RPA Email: perrelli@buffalo.edu Phone: (716) 645-2297	Attn: Mark A. Masse, CPA Senior Vice President of Operations Address: 99 MedTech Drive, Suite 106 Batavia, NY 14020 Phone: (585) 343-4866, ext. 17
Make checks payable to: The Research Foundation for the State University of New York	

PURPOSE

Company desires and Foundation is willing to perform the work as described below ("Work") for COMPANY ("Company"):

Work description is as described in the scope of work ("Scope of Work"), which is attached as Exhibit A hereto and made part of this Agreement.

Such Work is in the mutual interest and benefit of Foundation and Company and will further the educational and research purposes of University. The Work will begin within seven (7) days of receiving an executed copy this Services Agreement (the "Agreement").

TERMS

Company agrees to the following conditions concerning the Work:

1. **Reports.** Company will own all data and reports generated by Foundation in performance of the Work ("Deliverables"). Company hereby grants Foundation a nonexclusive license to use all data for noncommercial research and educational purposes subject to the confidentiality restrictions of this Agreement.
2. **Confidentiality.** "Confidential Information" means any Company-provided materials, written information and data marked "Confidential" or non-written information and data disclosed which is identified at the time of disclosure as confidential and is reduced to writing and transmitted to Foundation within thirty (30) days of such non-written disclosure. Foundation hereby agrees to use the same degree of care it uses to protect its own confidential information to a) maintain for a period of five (5) years the confidential information obtained from Company pursuant to this Agreement and sent to the University Service Center Contact listed above; and b) maintain as confidential any data arising out of the Work until Company has had the opportunity to review the same. Publications, if any, will be limited to new scientific information regarding the Work performed and Foundation will use reasonable efforts not to disclose proprietary processes or methods of Company or the nature or composition of materials provided by Company. Foundation will provide company with thirty (30) days to review any manuscripts or proposed publications arising out of Work. Foundation's obligations hereunder do not apply to information in the public domain, or independently known or obtained by Foundation.
3. **Payment.** Company will pay the Foundation for the Work performed in accordance with the terms set forth in Exhibit A.
4. **Warranties and Indemnification.** Except as otherwise expressly set forth herein, Foundation makes no representations and extends no warranties of any kind, either express or implied, including, but not limited to, any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranties related to work, data or reports. All materials Foundation provides under this agreement are provided "as-is". No warranty or representation is made that anything made, used, generated, developed, sold or commercially transferred under the terms of this agreement will be free from infringement of any third party patents or copyrights. In no event will Foundation be liable for any incidental, special or consequential damages resulting from the use of the data, including for lost profits, lost data or downtime, whether or not Foundation has been advised of the possibility of such damages. Company agrees to indemnify and hold harmless the Foundation, the State University of New York, and the State of New York against any and all claims, damage and expenses of whatsoever nature arising from, growing out of or related to the negligence or intentional wrongdoing of Company or Company's use of Deliverables.

5. **Independent Contractor.** Foundation is performing the Work and duties under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venture with Company.
6. **Export Control.** Foundation will not accept export-controlled materials or technical information under this Agreement. Company warrants that material and technical information provided to Foundation are not subject to U.S. Export Control laws.
7. **Entire Agreement.** This Agreement and the attached Scope of Work contain the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writing between the parties on the subject matter of this Agreement. If there is any conflict between the terms of the Scope of Work and this Agreement, this Agreement will control. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of such document are hereby deleted in their entirety. This Agreement may not be amended in any manner except by an instrument in writing signed by the parties.
8. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, or other electronic transmission by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile, email, or other electronic means as if the original had been received, and the parties may execute the Agreement using electronic or digital signatures

COMPANY

FOUNDATION

By _____
Name:

By _____
Name:

Title:

Title:

Date:

Date:

Exhibit A: Scope of Work

Project Name: Task 22.04 Archaeological monitoring for construction activities for a 5 ac gravel area in the STAMP development area, Genesee County, New York, for Genesee County Economic Development Center.

Work to be Performed: The Archaeological Survey of the State University of New York at Buffalo will conduct full and half-days of archaeological monitoring for a set fee that includes travel and on-site construction monitoring of construction work by a single qualified professional archaeologist. The goal will be to determine National Register eligibility potential of any archaeological deposits identified during the construction monitoring. We will conduct surface inspection of all exposed soil surfaces with some subsurface testing in the form of trowel scraping of soil stains to explore their archaeological potential. Soil stains will be photographed. Stains that can be ruled out as cultural features will not be documented further. Soils stains that appear to be cultural features will need to be excavated separately at additional cost. Following the completion of fieldwork, a brief report detailing the various aspects of the study will be produced for sponsor and agency review. All work is intended to comply with State Historic Preservation Office (SHPO) and New York Archaeological Council (NYAC) standards.

Cost of Work to be Performed: The fixed cost for one full day (7.5 hours) of on-site construction monitoring in the STAMP project area is **\$ 650.00** and covers all SHPO and THPO consultation, travel, fieldwork, end-of-field letter report and EOF report upload to OPRHP/CRIS. The fixed cost for one half-day (4 hours) of on-site construction monitoring in the STAMP project area is **\$ 350.00** and covers all SHPO and THPO consultation, travel, fieldwork, end-of-field letter report and EOF report upload to OPRHP/CRIS. **This project budget assumes 18 full days of monitoring for planning purposes, resulting in a not-to-exceed cost estimate of \$ 11,700.**

Period of Performance: Project work as outlined above can begin within 7 days of notice to proceed. Client requests project fieldwork to begin on or about February 1, 2022 and take up to 18 days. An end-of-field report briefly summarizing the results of the monitoring work will be issued within 3 weeks of the completion of fieldwork.

Payment Terms: An invoice for payment in full for the services performed will be issued upon completion of the DRAFT final report on the date it is sent to for your review. Installment payments to cover on-going field work costs will be requested monthly for projects that last for more than one month and will be itemized to reflect each half and full day of work performed. Payment is due within 30 days from the date of the invoice. Payments should be sent to:

The Research Foundation for the State University of New York
The UB Commons Suite 211
520 Lee Entrance
Amherst, NY 14228-2567