

Genesee County Economic Development Center

Meeting Agenda

Thursday, March 4, 2021

Location: Electronically

PAGE #

- | | | | |
|--|-------------|--|---------------|
| | 1.0 | Call to Order | 4:00pm |
| | | Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Board Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person. | |
| | | 1.1 Enter Executive Session | 4:00pm |
| | | 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 | 4:20pm |
| | 2.0 | Chairperson's Report & Activities | 4:20pm |
| | | 2.1 Upcoming Meetings: | |
| | | Next Scheduled Board Meeting: Thursday, March 25th at 4:00 p.m. | |
| | | STAMP Committee Meeting: Tuesday, March 23 rd at 10:30 a.m. | |
| | | Audit & Finance Committee Meeting: Thursday, March 25 th at 3:00 p.m. | |
| | | CANCELLED: Annual Meeting: Friday, March 5 th at 12:00 p.m. | |
| | | 2.2 Agenda Additions / Deletions / Other Business **Vote | |
| | | 2.3 Minutes: January 27, 2021 & February 4, 2021 **Vote | |
| | 3.0 | Report of Management – | 4:25pm |
| | | 3.1 Stakeholder Presentation – GLS Site Selectors – J. Krencik | |
| | | 3.2 LandPro Equipment LLC – Final Resolution **Vote – C. Suozzi | |
| | | 3.3 SL Pembroke, LLC #1 – Initial Resolution **Vote – C. Suozzi | |
| | | 3.4 SL Pembroke, LLC #2 – Initial Resolution **Vote – C. Suozzi | |
| | | 3.5 Forefront Power, LLC – Initial Resolution **Vote – C. Suozzi | |
| | | 3.6 Plug Power Inc. – Initial Resolution **Vote – C. Suozzi | |
| | 4.0 | Audit & Finance Committee – M. Gray | 4:45pm |
| | | 4.1 Investment Report **Vote | |
| | | 4.2 Procurement Report **Vote | |
| | | 4.3 Pyramid Brokerage Agreement for Apple Tree Acres **Vote | |
| | | 4.4 Park Strategies Contract **Vote | |
| | 5.0 | Governance & Nominating Committee – C. Yunker | 5:00pm |
| | | 5.1 Local Labor Policy **Vote | |
| | 6.0 | STAMP Committee – P. Zeliff | 5:05pm |
| | | 6.1 Lewiston Road Purchase Resolution **Vote | |
| | | 6.2 PSA Project Gateway Resolution **Vote | |
| | | 6.3 Phillips Lytle Contract – Memo | |
| | 7.0 | Employment & Compensation Committee – T. Bender | 5:15pm |
| | | 7.1 Nothing at this time. | |
| | 8.0 | Housing Committee – P. Battaglia | 5:15pm |
| | | 8.1 Nothing at this time. | |
| | 9.0 | Other Business | 5:15pm |
| | | 9.1 Nothing at this time. | |
| | 10.0 | Adjournment | 5:15pm |

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108-132

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**GCEDC Board Meeting
Wednesday, January 27, 2021
Location: Electronically
8:30 AM**

GCEDC MINUTES

Attendance

Board Members: C. Yunker, T. Bender, C. Klotzbach, P. Zelif, A. Vanderhoof, M. Gray
Staff: L. Farrell, M. Masse, L. Casey, J. Krencik, S. Hyde, C. Suozzi, P. Kennett
Guests: S. Noble-Moag (GGLDC Board Member), G. Torrey (GGLDC Board Member),
Absent: P. Battaglia

1.0 Call to Order

P. Zelif called the meeting to order at 8:30 a.m. via conference call / video conference.

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

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 8:31 a.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 T. Bender and approved by all members present.

1.2 Enter Public Session

C. Klotzbach made a motion to enter back into public session at 9:35 a.m., seconded by A. Vanderhoof and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

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

Audit & Finance Committee Meeting: Tuesday, February 2nd at 8:30 a.m.

STAMP Committee Meeting: : Tuesday, February 2nd at 10:30 a.m.

Governance & Nominating Committee Meeting: Thursday, February 4th at 2:30 p.m.

Employment & Compensation Committee Meeting: Thursday, February 4th at 3:45 p.m.

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

3.0 Report of Management

3.1 Nothing at this time.

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 Nothing at this time.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time.

9.0 Other Business

10.0 Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 9:37 a.m., which was seconded by A. Vanderhoof and passed unanimously.



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

GCEDC MINUTES

Attendance

Board Members: C. Yunker, T. Bender, C. Klotzbach, P. Battaglia, P. Zelif, A. Vanderhoof, M. Gray

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

Guests: D. Cunningham (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), M. Wiater (GGLDC Board Member), G. Torrey (GGLDC Board Member), R. Gaenzle (Harris Beach), P. Williams (LandPro Equipment), D. Ciurzynski (Ciurzynski Consulting, LLC), M. Landers (County Manager)

Absent:

1.0 Call to Order

P. Zelif called the meeting to order at 4:03 p.m. via conference call / video conference.

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

Presentation – D. Ciurzynski and P. Williams provided an overview of the LandPro Equipment, LLC project. LandPro Equipment, LLC will acquire and develop a 14-acre parcel in the Town of Batavia to construct a 50,000 square-foot facility for a full-service John Deere Agriculture and Turf Dealership. Ninety-five percent of the facility will be used for parts, service, and training, with 5% used for retail.

D. Ciurzynski and P. Williams left the meeting at 4:13.

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 4:14 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 T. Bender and approved by all members present.

1.2 Enter Public Session

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

2.0 Chairman’s Report & Activities

2.1 Upcoming Meetings:

- Next Scheduled Board Meeting: Thursday, March 4th at 4:00 p.m.**
- Audit & Finance Committee Meeting: Tuesday, March 2nd at 8:30 a.m.
- STAMP Committee Meeting: : Tuesday, March 2nd at 10:30 a.m.
- Governance & Nominating Committee Meeting: Thursday, March 4th at 3:00 p.m.
- CANCELLED: Annual Meeting: Friday, March 5th at 12:00 p.m.

2.2 Agenda Additions / Deletions / Other Business-

M. Gray made a motion to table agenda item 4.4 Cyber Insurance; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

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

The item was approved as presented.

2.3 Minutes: January 7, 2021

M. Gray made a motion to approve the January 7, 2021 minutes as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

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

The item was approved as presented.

3.0 Report of Management

3.1 LandPro Equipment, LLC – Initial Resolution - LandPro Equipment LLC will acquire and develop a 14-acre parcel in the town of Batavia, including the construction of a 50,000 square-foot facility for a full-service John Deere Agriculture and Turf Dealership. 95% of the facility will be used for parts, service, and training, with 5% used for retail.

The company pledges to create 5 new jobs and retain 62 existing jobs as part of the \$7 million project. The facility will service a customer base within a 50-mile radius of Batavia, NY and expand workforce training programs for the benefit of the company and Genesee County's workforce.

The project will produce an estimated \$5.3 million in regional and state benefits, including \$4.8 million in estimated temporary (construction) and ongoing payroll for the 5 new jobs, \$237,000 in property tax

revenue and \$121,000 in sales tax revenue during the incentives period. The company has requested property, sales and mortgage tax abatements totaling \$731,000.

A public hearing will be held as benefits are estimated to be over \$100,000

Resolution No. 02/2021 - 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 (AS DEFINED BELOW, THE "PROJECT") FOR THE BENEFIT OF LANDPRO EQUIPMENT LLC, (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.

P. Battaglia made a motion to accept initial resolution #02/2021-01, authorizing the scheduling of a public hearing; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

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

The item was approved as presented.

S. Hyde outlined a report on employment metrics which the Economic Recovery Task Force has been tracking since the beginning of the pandemic. From the end of of March 2020 to the end of April 2020, 2300 jobs were lost in Genesee County. This is a decrease of 10.4%. By the end of 2020, jobs were down by only 800. This is a recovery of 65% of jobs lost. The leisure and hospitality sector was impacted the most, down by 44%. It has experienced the least amount of recovery as it is still down by 35%.

4.0 Audit & Finance Committee

4.1 December 2020 Unaudited Financial Statements- L. Farrell noted the following:

- On the Balance sheet, restricted cash decreased. In December, we had a large draw on our ESD grants using our imprest cash funds. We are still waiting to receive approximately \$2M into the imprest account for the \$8M ESD grant, which the Comptroller's office approved on 1/4/2021.
- Pre-paid expenses increased. In December, the annual New York State Retirement invoice was paid. This payment covers through March 31, 2021
- Accounts payable increased which includes STAMP payables. The next round of GURFs are in process which included 2020 expenditures that will be paid in 2021.
- On the P&L, we closed on three solar projects, including Townline Batavia Solar and both Knapp solar projects. Fee revenue is almost double what we budgeted for 2020.
- Revenues are over budget, while most operating expenses are under budget.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the December 2020 Unaudited Financial Statements as presented; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

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

The item was approved as presented.

4.2 General Liability Insurance – The Board previously approved extending insurance coverage with Selective Insurance through the end of February 2021 while Tompkins worked on obtaining alternative insurance proposals. Tompkins went out to bid for the Agency’s 2021 insurance renewal. Other markets were explored as listed in the Board packet materials, but they were unable to find another carrier that was able to meet the GCEDC’s needs at an affordable rate. The total premium proposed by Selective is within the amounts included in the EDC and LDC budgets.

This was recommended for approval by the Committee.

M. Gray made a motion to approve general liability insurance with Selective as presented; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

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

The item was approved as presented.

4.3 D & O Insurance – Lawley Insurance has provided us with a proposal for renewal of our current Directors & Officers/Employment Practices Liability Insurance with Travelers. The renewal price reflects an overall price increase of only \$528 (\$264/entity) compared to the current policy. The current policy expires on 2/23/2021.

The cost of this policy would be split between GCEDC and GGLDC (\$5,496/entity) and is within each entity’s budget for 2021.

Coverage for the new Water and Sewer Works Transportation Corporations has not been included in this proposal. These entities can be added when we have more information to provide.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the renewal of D & O insurance with Travelers as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

4.4. Cyber Insurance – This agenda item was tabled.

4.5 Change Order for Corfu WWTF Expansion – In December of 2019, the GGLDC accepted the bid received from STC Construction for a Base Bid amount of \$4,861,000 and authorizing Change Order No. 1 with a deduct amount of \$500,000.

The GGLDC also accepted the bid received from Concord Electric for a Base Bid amount of \$393,000.

The GGLDC committed the cash on hand in restricted BETP account as of 9/30/19 - \$556,001 (plus any interest earned in the account up to the date of disbursement) and future CBA payments (9 years at \$93,000 per year) unless the debt is paid off early).

The work on the WWTF is almost complete, and there are two additional change orders presented today. One change order from STC and one from Concord Electric.

The town of Pembroke has passed a bonding resolution that will cover the increase in cost as a result of the change orders and is not asking the GGLDC for any additional funds. No additional fund commitment is requested.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve of the change orders for STC Construction, Inc and Concord Electric as presented with no additional commitment of funds; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Authority Self-Evaluation of Prior Year Performance - Public Authorities are required to perform a self-evaluation of prior year's goals/measurements annually. This report shows the results against the goals and measurements that were set for 2020. This report will be submitted into PARIS.

C. Yunker reviewed the highlights of the Authority self-evaluation that the Committee discussed in detail. The Agency set a goal of capital investment commitment of \$32M for 2020. The actual result from projects was \$83M for 2020. The Agency also pledged to create 90 jobs from projects in 2020. These projects resulted in 78 jobs pledged in 2020 but did not include jobs related to the Rochester Regional Health bond transaction because they failed to report.

This was recommended for approval by the Committee.

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

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

The item was approved as presented.

5.2 Mission Statement & Measurement Report - The Authority's Board must annually review the authority's mission statement and performance goals to ensure that its mission has not changed and that the authority's performance goals continue to support its mission. This report will be posted to the website and submitted into PARIS.

C. Yunker reviewed the highlights of the Mission Statement and Measurement Report that the Committee discussed in detail. The Committee recommends that the Agency set a goal of capital investment commitment of \$35M for 2021, which does not include any Mega projects (over \$50M capital investment commitment). The Committee also recommends the Agency set a job creation goal of 90 jobs from projects in 2021. The other suggested goals are over-arching goals that the entire staff can work towards achieving and are still consistent with the Agency's mission.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the Mission Statement & Measurement Report with the amendment that the capital investment commitment excludes any Mega project(s); the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

6.0 STAMP Committee – P. Zeliff

6.1 Phillips Lytle Proposal – STAMP Main Substation – The proposal from Phillips Lytle is to provide legal, regulatory, and overall planning support from their energy law and consulting practice at Phillips Lytle. This is to foster completion of the design and engineering of the STAMP Main substation and related interconnection studies as well as to advance necessary ownership, operations and maintenance, regulatory and pricing models to enable the bidding, construction and operations of the 345V to 115V main substation at STAMP.

Fund commitment: Not to exceed \$40,000 from Empire State Development's GCEDC STAMP Capital (Project #132,367)

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Phillips Lytle proposal not to exceed \$40,000; the motion was seconded by C. Klotzbach. Roll call resulted as follows:

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

The item was approved as presented.

6.2 Project Gateway SEQR – M. Masse provided an update on SEQR concerning Project Gateway. The GCEDC was lead agency when the original Environment Impact Study (EIS) was completed on the STAMP site in 2012. Since the original EIS, there have been additional updates and the GCEDC remained lead agency for these as well. On January 4, 2021, the GCEDC sent letters indicating intent to maintain lead agency status regarding Project Gateway to all interested and involved parties. The GCEDC received two affirmations consenting lead agency status and no other responses. As a result, after 30 days, the GCEDC is lead agency. As lead agency the GCEDC is required to evaluate whether there are adverse environmental impacts because of Project Gateway that have not been previously evaluated in the STAMP environmental record. After careful review, it was determined that there are no significant adverse environmental impacts that would be created by this project that had not previously been analyzed. No mitigation is necessary if Project Gateway commits to the best practices outlined in the EIS. The GCEDC is in a position to adopt the resolution included with Committee and Board materials.

This was recommended for approval by the Committee.

Resolution No. 02/2021 – 02

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

P. Zeliff made a motion to approve Resolution #02/2021-02 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

7.0 Employment & Compensation – T. Bender

7.1 CEO Merit / COLA – This was recommended for approval by the Committee.

T. Bender made a motion to approve a CEO Merit /COLA Adjustment of 1.5%; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

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

The item was approved as presented.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time.

9.0 Other Business

10.0 Adjournment

As there was no further business, T. Bender made a motion to adjourn at 5:14 p.m., which was seconded by A. Vanderhoof and passed unanimously.

May
2/6/2021



UPDATED

Project Name LandPro Equipment, LLC

Board Meeting Date: March 4, 2021

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

PROJECT DESCRIPTION:

LandPro Equipment LLC will acquire and develop a 14-acre parcel in the town of Batavia, including the construction of a 50,000 square-foot facility for a full-service John Deere Agriculture and Turf Dealership. 95% of the facility will be used for parts, service, and training, with 5% used for retail.

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

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

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

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

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

Board Discussion:

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

Project details: The Project will make a \$9.2 million investment and enhance the long-term tax base when completed.

Board Discussion:

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

Project details: N/A

Board Discussion:

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

Project details: For every \$1 of public benefit offered, the company is investing and helping generate an economic contribution/economic impact of \$7 into the local/regional/state economy. See economic impact report for further details.

Board Discussion:

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

Project details: The project supports our Agri-Business strategic industry.

Board Discussion:

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

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

Board Discussion:

Man
2/16/2021

Customer Information

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

Project Information

Organization:	GCEDC
Opportunity Source:	3rd Party Professional Date of Public Hearing: 2/24/21
Initial Acceptance Date:	2/4/2021 Inducement Date:

Opportunity Summary: LandPro Equipment LLC will acquire and develop a 14-acre parcel in the town of Batavia including the construction of a 50,000 square-foot facility for a full-service John Deere Agriculture and Turf Dealership. 95% of the facility will be used for operations and training with 5% used for retail.

The company pledges to create 5 new jobs and retain 62 existing jobs as part of the \$7 million project. The facility will service a customer base within a 50-mile radius of Batavia, NY and expand workforce training programs for the benefit of the company and Genesee County's workforce.

The project will produce an estimated \$6.3 million in regional and state benefits including \$3.1 million in estimated temporary and ongoing payroll, \$270,000 in property tax revenue.

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

Economic Impact: The project has an estimated economic impact of \$7 for every \$1 of incentives.

Project Detail (Total Capital Investment)

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

Estimated Benefits Provided

Sales Tax Exempt:	\$420,000 ✓	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$80,000 ✓	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$406,000 ✓		
Total Estimated Tax Incentives Provided:	\$906,000		

Total Amount Finance:	\$8,900,000 ✓		
Mortgage Amount:	\$8,000,000	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	Other
City of Batavia:	\$0	Other Amount:	\$0
Chamber of Commerce:			
Total Amount Finance:	\$8,900,000		

3.2

14

*may
2/26/20*

Revised

Cost-Benefit Analysis for Land Pro Equipment, LLC

Prepared by: [faded] | Date: [faded]

Executive Summary

INVESTOR
Land Pro Equipment, LLC

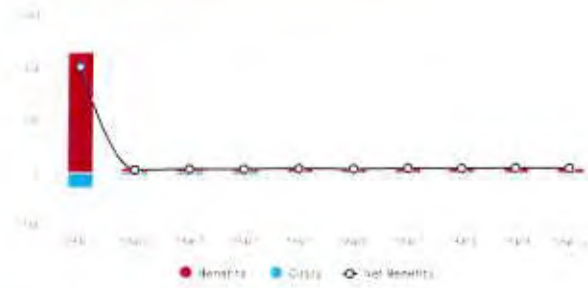
TOTAL INVESTED
\$5.2 Million

LOCATION
Slate Drive and Call Parkway, Batavia, NY 14020

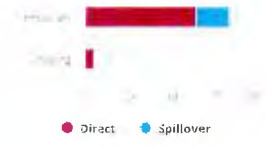
PERIOD
10 Years

Total Net Benefit: 75,512,000

Discounted Net Benefit for Land Pro Equipment, LLC by Year



Total Moa



Total Payroll



3.2

16

Proposed Investment

Land Pro Equipment, LLC proposes to invest \$9.2 million at Saile Drive and Call Parkway, Batavia, NY 14020 over 10 years. Genesee County Economic Development Center staff summarize the proposed with the following: Seeking to build a 30,000 sf facility for regional operation for a full service John Deere Agriculture and Turf Dealership, including a tech training center.

Proposed Investments

Description	Amount
CONSTRUCTION SPENDING	
- 30000	\$8,100,000
OTHER SPENDING	
land and engineering	\$500,000
equipment	\$200,000
Total Investments	\$8,800,000
Discounted Total (2%)	\$8,390,340

May not sum to total due to rounding.



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.

Estimated Costs or Incentives

Genesee County Economic Development Center is considering the following incentive package for Land Pro Equipment, LLC:

Description	Nominal Value	Discounted Value*
Property Tax Exemption	1426,000	1281,300
Sales Tax Exemption	4420,000	3920,300
Mortgage Recording Tax Exemption	180,000	160,300
Total Costs	6026,000	5362,000

May not sum to total due to rounding.
*This sum is in \$.

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State & Regional Impact (Life of Project)

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

Description	Direct	Spillover	Total
Additional Spending	\$3,276,000	\$1,654,000	\$4,930,000
Construction Spending	\$4,400,000	\$291,200	\$4,691,200
Temporary Payroll	\$1,748,000	\$40,000	\$1,788,000
Ongoing Payroll	\$ -	\$0	\$0
Income Taxes	\$770,000	\$70,000	\$840,000
Property Tax Revenue	\$270,000	\$0	\$270,000
Temporary Sales Tax Revenue	\$14,000	\$0	\$14,000
Ongoing Sales Tax Revenue	\$20,000	\$0	\$20,000
STATE BENEFITS	\$254,000	\$40,000	\$294,000
Income Taxes	\$170,000	\$40,000	\$210,000
Temporary Income Tax Revenue	\$70,000	\$0	\$70,000
Ongoing Income Tax Revenue	\$40,000	\$0	\$40,000
Temporary Sales Tax Revenue	\$10,000	\$0	\$10,000
Ongoing Sales Tax Revenue	\$20,000	\$0	\$20,000
Total Benefits to State & Region	\$5,464,000	\$2,104,000	\$7,568,000
Grouping Total Benefits Only	\$5,700,000	\$1,284,000	\$6,984,000

May not sum to total due to rounding.

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1/14/2021
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Project Name LandPro Equipment, LLC

Board Meeting Date: February 4, 2021

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

PROJECT DESCRIPTION:

LandPro Equipment LLC will acquire and develop a 14-acre parcel in the town of Batavia, including the construction of a 50,000 square-foot facility for a full-service John Deere Agriculture and Turf Dealership. 95% of the facility will be used for parts, service, and training, with 5% used for retail.

The company pledges to create 5 new jobs and retain 62 existing jobs as part of the \$7 million project. The facility will service a customer base within a 50-mile radius of Batavia, NY and expand workforce training programs for the benefit of the company and Genesee County's workforce.

The project will produce an estimated \$5.3 million in regional and state benefits, including \$4.8 million in estimated temporary (construction) and ongoing payroll for the 5 new jobs only, \$237,000 in property tax revenue and \$121,000 in sales tax revenue during the incentives period.

The company has requested property, sales and mortgage tax abatements totaling \$731,000.

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

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

Board Discussion:

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

Project details: The Project will make a \$7 million investment and enhance the long-term tax base when completed.

Board Discussion:

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

Project details: N/A

Board Discussion:

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

Project details: For every \$1 of public benefit offered, the company is investing and helping generate an economic contribution/economic impact of \$7 into the local/regional/state economy. See economic impact report for further details.

Board Discussion:

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

Project details: The project supports our Agri-Business strategic industry.

Board Discussion:

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

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

Board Discussion:

MM
1/11/2021

Customer Information

Potential Customer:	Land Pro	Opportunity Type:	Expansion
Proj. St. Address:	West Saile Drive & Call Parkway	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Town of Batavia//	Type of Project:	Expansion
Proj. Description:	2020-21 New Land Pro facility	New Jobs:	5
Total Capital Investment:	\$7,000,000	Retained Jobs:	62
Incentive Amount:	\$731,000	School District:	Elba
Benefited Amount:	\$7,000,000	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

Project Information

Organization:	GCEDC
Opportunity Source:	3rd Party Professional
Initial Acceptance Date:	2/4/2021 12:00:00 AM
Date of Public Hearing:	
Inducement Date:	

Opportunity Summary: LandPro Equipment LLC will acquire and develop a 14-acre parcel in the town of Batavia, including the construction of a 50,000 square-foot facility for a full-service John Deere Agriculture and Turf Dealership. 95% of the facility will be used for parts, service and training, with 5% used for retail.

The company pledges to create 5 new jobs and retain 62 existing jobs as part of the \$7 million project. The facility will service a customer base within a 50-mile radius of Batavia, NY and expand workforce training programs for the benefit of the company and Genesee County's workforce.

The project will produce an estimated \$5.3 million in regional and state benefits, including \$4.8 million in estimated temporary (construction) and ongoing payroll for the 5 new jobs only, \$237,000 in property tax revenue and \$121000 in sales tax revenue during the incentives period.

The company has requested property, sales and mortgage tax abatements totaling \$731,000.

Economic Impact: The project has an estimated economic impact of \$7 for every \$1 of incentives.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$6,300,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$0	Equipment (Taxable) / Other Proj Investment:	\$200,000
Land Cost (Real Estate):	\$500,000		
Total Capital Investment:	\$7,000,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$316,000	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$60,000	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$355,000		
Total Estimated Tax Incentives Provided:	\$731,000		

Total Amount Finance:	\$7,000,000
Mortgage Amount:	\$6,000,000
GCEDC RLF:	\$0
City of Batavia:	\$0
Chamber of Commerce:	
Total Amount Finance:	\$7,000,000

ESD-JDA:

Other Name: Other

Other Amount: \$1000000

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4/14/2021

Cost-Benefit Analysis for Land Pro Equipment, LLC

Prepared by Genesee County Economic Development Center using InformAnalytics

Executive Summary

INVESTOR
Land Pro Equipment, LLC

TOTAL INVESTED
\$7.0 Million

LOCATION
Saile Drive and Call Parkway, Batavia, NY 14020

TIMELINE
10 Years

FIGURE 1

Discounted* Net Benefits for Land Pro Equipment, LLC by Year

Total Net Benefits: \$4,507,000



FIGURE 2

Total Jobs

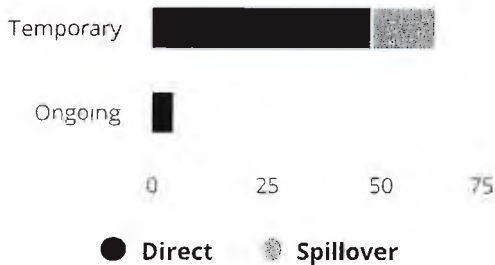


FIGURE 3

Total Payroll



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TABLE 4

Benefit to Cost Ratio

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

Description	Benefit*	Cost*	Ratio
Region	\$4,960,000	\$520,000	10:1
State	\$256,000	\$189,000	1:1
Grand Total	\$5,217,000	\$709,000	7:1

May not sum to total due to rounding.

* Discounted at 2%

CGR has exercised reasonable professional care and diligence in the 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.

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	\$4,365,000	\$744,000	\$5,109,000
To Private Individuals	\$4,078,000	\$735,000	\$4,813,000
Temporary Payroll	\$2,323,000	\$735,000	\$3,058,000
Ongoing Payroll	\$1,754,000	\$0	\$1,754,000
To the Public	\$287,000	\$0	\$287,000
Property Tax Revenue	\$237,000	N/A	\$237,000
Temporary Sales Tax Revenue	\$29,000	\$9,000	\$38,000
Ongoing Sales Tax Revenue	\$22,000	\$0	\$22,000
STATE BENEFITS	\$219,000	\$45,000	\$263,000
To the Public	\$219,000	\$45,000	\$263,000
Temporary Income Tax Revenue	\$104,000	\$35,000	\$139,000
Ongoing Income Tax Revenue	\$63,000	\$0	\$63,000
Temporary Sales Tax Revenue	\$29,000	\$9,000	\$39,000
Ongoing Sales Tax Revenue	\$22,000	\$0	\$22,000
Total Benefits to State & Region	\$4,584,000	\$789,000	\$5,373,000
Discounted Total Benefits (2%)	\$4,428,000	\$789,000	\$5,217,000

May not sum to total due to rounding.

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 2

Estimated Costs or Incentives

Genesee County Economic Development Center is considering the following incentive package for Land Pro Equipment, LLC.

Description	Nominal Value	Discounted Value*
Property Tax Exemption	\$355,000	\$334,000
Sales Tax Exemption	\$316,000	\$316,000
Mortgage Recording Tax Exemption	\$60,000	\$60,000
Total Costs	\$731,000	\$709,000

May not sum to total due to rounding.

* Discounted at 2%

Proposed Investment

Land Pro Equipment, LLC proposes to invest \$7.0 million at Saile Drive and Call Parkway, Batavia, NY 14020 over 10 years. Genesee County Economic Development Center staff summarize the proposed with the following: Seeking to build a 50,000 sf facility for regional operation for a full service John Deere Agriculture and Turf Dealership, including a tech training center.

TABLE 1

Proposed Investments

Description	Amount
CONSTRUCTION SPENDING	
50000	\$6,300,000
OTHER SPENDING	
land and engineering	\$500,000
equipment	\$200,000
Total Investments	\$7,000,000
Discounted Total (2%)	\$7,000,000

May not sum to total due to rounding.

FIGURE 4

Location of Investment



Map data ©2020

MEM
2/23/21

FINAL RESOLUTION
(LandPro Equipment LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 4, 2021.

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

Resolution No. 03/2021 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON FEBRUARY 24, 2021, WITH RESPECT TO THE LANDPRO EQUIPMENT LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT, AND (C) A MORTGAGE RECORDING TAX EXEMPTION AS PERMITTED BY LAW; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE, AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

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

WHEREAS, **LANDPRO EQUIPMENT, LLC** (the "Company") previously submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project"), consisting of: (i) the acquisition or retention by the Agency of a leasehold or other interest in certain land located at the intersection of West Saile Drive and Call Parkway, Town of Batavia, New York, Genesee County, New York (the "Land"), being more fully identified as tax map numbers 4.-1-25.2 and 4.-1-46, (ii) the construction on the Land of an approximately 50,000 square-foot full-service John Deere agriculture and Turf dealership

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for sales, parts, service and training and retail sales (the "Improvements"), and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

WHEREAS, on February 4, 2021, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) determined that the portion of the Facility to be used in making retail sales (as such term is defined in Section 862(2)(a) of the General Municipal Law of the State of New York) to customers who personally visit such Facility will constitute less than one-third of the total Project cost; and

WHEREAS, pursuant to Section 859-a of the Act and pursuant to Executive Orders issued by Governor Andrew M. Cuomo, on Wednesday, February 24, 2021, at 10:30 a.m., the Agency held a virtual public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally – by teleconference - and in writing, to present their views. (A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing are attached hereto as Exhibit A): and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), the Agency must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Project; and

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

WHEREAS, the Project Agreement, the Lease Agreement, the Leaseback Agreement, the Tax Agreement and related documents will be negotiated and presented to the President/CEO.

Chair, Vice Chair and/or Senior Vice President of Operations of the Agency for approval and execution subject to adoption of the resolutions contained herein.

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

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

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

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

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

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

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

(F) The Town of Batavia Planning Board (the "Board") has conducted a review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). The Board issued a Negative Declaration on February 2, 2021 (the "Negative Declaration"), determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Full Environmental Assessment Form and the Negative Declaration, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Board pursuant to 6 N.Y.C.R.R. Part 617.7. A copy of the Negative Declaration issued by the Board is attached hereto as Exhibit B.

Section 2. The virtual Public Hearing held by the Agency on Wednesday, February 24, 2021, at 10:30 a.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act and pursuant to Executive Orders issued by Governor Andrew M. Cuomo, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally – by teleconference - and in writing, to present their views with respect to the Project.

Section 3. The Company has advised the Agency that the portion of the Company's operations conducted at 3517 Railroad Avenue, Alexander, New York 14005 and 7615 Lewiston Road, Oakfield, New York 14125 (together, the "Current Facility") may cease or materially reduce. The Company has informed the Agency that it will "abandon" (as such term is used in Section 859-a(5)(d) of the Act) the Current Facility upon completion of the Project and transition operations to the Facility. As a result, the Agency has provided notice of abandonment to the Town of Alexander, New York, and the Town of Oakfield, New York, in compliance with the Act, a copy of which notices of abandonment are attached hereto as Exhibit C. Based upon the Application to the Agency from the Company, along with related materials, the Agency has found that 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 Company in its respective industry.

Section 4. The Agency is hereby authorized to provide to the Company the Financial Assistance in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Project, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a mortgage recording tax exemption as permitted by State law.

Section 5. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to \$5,250,000, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed \$420,000. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 6. Pursuant to Section 875(3) of the Act, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any Sales and Use Tax Exemption Benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the Sales and Use Tax Exemption Benefits; (ii) the Sales and Use Tax Exemption Benefits are in excess of the amounts authorized

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

Section 7. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, reconstruct, renovate and equip the Project: (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses: and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf: *provided, however*, the Project Agreement shall expire on December 31, 2022 (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered.

Section 8. The Agency is hereby authorized to provide the Company with an exemption from mortgage recording taxes upon the recording of a mortgage or mortgages in the office of the Genesee County Clerk (the "Mortgage") as permitted by New York State law in an amount not to exceed Eighty Thousand and 00/100 Dollars (\$80,000.00).

Section 9. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to negotiate and enter into (A) the Project Agreement, (B) the Lease Agreement, pursuant to which the Company leases the Project to the Agency, (C) the related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, and (D) the Tax Agreement: *provided, however*, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project and (ii) the terms of the Tax Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 10. 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 the Mortgage securing an aggregate principal amount of up to \$8,000,000, 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 (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 11. 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 12. 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>
Paul Battaglia	[]	[]	[]	[]
Peter Zeliff	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Andrew Young	[]	[]	[]	[]
Amy Vanderhoof	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(LandPro Equipment LLC Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on March 4, 2021, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ___ day of March, 2021.

Secretary

Exhibit A

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

[Attached Hereto]



**NOTICE LETTER
LANDPRO EQUIPMENT, LLC PROJECT**

February 11, 2021

VIA CERTIFIED MAIL

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

Re: Genesee County Industrial Development Agency d/b/a Genesee County
Economic Development Center and LandPro Equipment, LLC:
Public Hearing

Ladies and Gentlemen:

On Wednesday, February 24, 2021, at 10:30 a.m., the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") will conduct a public hearing regarding the above-referenced project. Enclosed is a copy of the Notice of Public Hearing describing the project and the financial assistance being contemplated by the Agency. The Notice has been submitted to *The Batavia Daily News* for publication.

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

However, given the ongoing COVID-19 public health crisis and related Executive Orders issued by Governor Andrew M. Cuomo, the Agency will not be able to accommodate any in-person public attendance or participation at this hearing. Nonetheless, and in furtherance of the provisions of Section 859-a of the Act requiring interested parties be provided a reasonable opportunity, both orally and in writing, to present their views with respect to the Project, the Agency will broadcast the Public Hearing live on a video conference at: <https://zoom.us/j/97414684693>, with written comments accepted on that platform in real time. In addition, the Agency will provide public access to provide oral comments in real time via

conference bridge at telephone number: 1-929-205-6099, meeting ID 97414684693. Online livestreaming of the public hearing will be available at <https://vimeo.com/510358877>.

The Agency also encourages all interested parties to submit written comments to the Agency, which will be included within the public hearing record. Any written comments may be sent to GCEDC, Attention: Mark Masse, Senior Vice President of Operations, 99 MedTech Drive, Suite 106, Batavia, New York 14020, and/or via email at gcedc@gcedc.com, with the subject line being "LandPro Equipment, LLC", no later than Wednesday, February 24, 2021.

The public hearing is being conducted pursuant to Section 859-a of the General Municipal Law. 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.

Very truly yours,

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

Enclosure

Schedule A

Chief Executive Officers
of Affected Tax Jurisdictions

Via Certified Mail

No. 9489-0090-0027-6196-3380-84

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

Via Certified Mail

No. 9489-0090-0027-6196-3380-91

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

Via Certified Mail

No. 9489-0090-0027-6196-3381-07

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

Via Certified Mail

No. 9489-0090-0027-6196-3381-14

Elba Central School District
Attn: Superintendent
57 S. Main Street
Elba, New York 14058

Via Certified Mail

No. 9489-0090-0027-6196-3381-21

Elba Central School District
Attn: President, Board of Education
57 S. Main Street
Elba, New York 14058

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law (the "Act") will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Wednesday, February 24, 2021, at 10:30 a.m., local time, in connection with the matter described below. **PLEASE NOTE THE SPECIAL PUBLIC HEARING LOGISTICS AND INSTRUCTIONS INCLUDED AT THE END OF THIS NOTICE.**

LandPro Equipment, LLC, for itself or on behalf of an entity formed or to be formed on behalf of the foregoing (the "Company") has submitted an application (the "Application") requesting the Agency's assistance with a project (the "Project") consisting of: (i) the acquisition or retention by the Agency of a leasehold or other interest in certain land located at the intersection of West Saile Drive and Call Parkway, Town of Batavia, New York, Genesee County, New York (the "Land"), being more fully identified as tax map numbers 4.-1-25.2 and 4.-1-46, (ii) the construction on the Land of an approximately 50,000 square-foot full-service John Deere agriculture and Turf dealership for sales, parts, service and training and retail sales (the "Improvements"), and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility").

The Agency will acquire a leasehold interest in the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the leasehold interests will be terminated. The Agency contemplates that it will provide financial assistance to the Company in the form of (i) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, and equipping of the Facility and (ii) a mortgage recording tax exemption for financing or re-financing related to the Project as permitted by New York State law, consistent with the policies of the Agency, and (iii) a partial real property tax abatement (collectively, the "Financial Assistance").

PLEASE NOTE SPECIAL PUBLIC HEARING CONDUCT INSTRUCTIONS AND INFORMATION:

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

However, given the ongoing COVID-19 public health crisis and related Executive Orders issued by Governor Andrew M. Cuomo, the Agency will not be able to accommodate any in-person public attendance or participation at this hearing. Nonetheless, and in furtherance of the provisions of Section 859-a of the Act requiring interested parties be provided a reasonable opportunity, both orally and in writing, to present their views with respect to the Project, the Agency will broadcast the Public Hearing live on a video conference at: <https://zoom.us/j/97414684693>, with written comments accepted on that platform in real time. In addition, the Agency will provide public access to provide oral comments in real time via

conference bridge at telephone number: 1-929-205-6099, meeting ID 97414684693. Online livestreaming of the public hearing will be available **at <https://vimeo.com/510358877>**.

The Agency also encourages all interested parties to submit written comments to the Agency, which will be included within the public hearing record. Any written comments may be sent to GCEDC, Attention: Mark Masse, Senior Vice President of Operations, 99 MedTech Drive, Suite 106, Batavia, New York 14020, and/or via email at **gcedc@gcedc.com**, with the subject line being "LandPro Equipment, LLC", no later than Wednesday, February 24, 2021.

Dated: February 13, 2021

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

REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF LANDPRO EQUIPMENT, LLC., HELD ON WEDNESDAY, FEBRUARY 24, 2021 10:30 A.M. AT THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, 99 MEDTECH DRIVE, BATAVIA, NEW YORK, GENESEE COUNTY, NEW YORK AND ELECTRONICALLY VIA VIDEO CONFERENCE

I. ATTENDANCE

Mark Masse, Sr. VP of Operations – GCEDC
Jim Krencik, Director of Marketing and Communications – GCEDC
Lauren Casey, Finance Assistant – GCEDC
Chris Suozzi, VP of Business & Workforce Development - GCEDC
David Miller, Town of Alexander Supervisor
David Ciurzynski, LandPro Equipment, LLC / Ciurzynski Consulting, LLC

II. CALL TO ORDER

The public hearing of LandPro Equipment, LLC, Inc. was opened at 10:30 am electronically via video conference.

PLEASE NOTE SPECIAL PUBLIC HEARING CONDUCT INSTRUCTIONS AND INFORMATION:

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

However, given the ongoing COVID-19 public health crisis and related Executive Orders issued by Governor Andrew M. Cuomo, the Agency will not be able to accommodate any in-person public attendance or participation at this hearing. Nonetheless, and in furtherance of the provisions of Section 859-a of the Act requiring interested parties be provided a reasonable opportunity, both orally and in writing, to present their views with respect to the Project, the Agency will broadcast the Public Hearing live: <https://zoom.us/j/97414684693>, with written comments accepted on that platform in real time. In addition, the Agency will provide public access to provide oral comments in real time via conference bridge at telephone number: 1-929-205-6099, passcode 97414684693. The Agency also encourages all interested parties to submit written comments to the Agency, which will be included within the public hearing record. Any written comments may be sent to GCEDC, Attention: Mark Masse, Senior Vice President of Operations, 99 MedTech Drive, Suite 106, Batavia, New York 14020, and/or via email at mmasse@gcedc.com no later than Wednesday, February 24, 2021.

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

LandPro Equipment, LLC will acquire and develop a 14-acre parcel in the Town of Batavia, including the construction of a 50,000 square-foot facility for a full-service John Deere Agriculture and Turf Dealership. Ninety-five percent of the facility will be used for parts, service, and training, with 5% used for retail.

The company pledges to create 5 new jobs and retain 62 existing jobs as part of the \$9.2 million project (originally \$7 million). The facility will service a customer base within a 50-mile radius of Batavia, NY and expand workforce training programs for the benefit of the company and Genesee County's workforce.

The project will produce an estimated \$5.3 million in regional and state benefits, including \$4.8 million in estimated temporary (construction) and ongoing payroll for 5 new jobs, \$237,000 in property tax revenue and \$121,000 in sales tax revenue during the incentives period.

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

IV. COMMENTS

M. Masse began the public hearing by introducing himself as the Sr. VP of Operations of the Genesee County Economic Development Center. 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. It is not a question and answer session. 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 10:40 am.

Exhibit B

Negative Declaration of Town of Batavia Planning Board

[Attached Hereto]

TOWN OF BATAVIA PLANNING BOARD ACTION

(1)

Date of Meeting 2/2/2021

Applicant

Land Pro Equipment - 4554 West Saie Drive

Action Request

declare lead agency for sepr

Not subject to review

Additional requirements or information needed for review

Request a 30 day extension

Table

Reasons:

Recommendation

Approval

Approval with modifications
modifications are:

Disapproval

Other

Reasons:

Roll Call

Yes	No	Board Member
<input checked="" type="checkbox"/>		Kathy Jasinski
<input checked="" type="checkbox"/>		Paul Marchese
<input checked="" type="checkbox"/>		Paul McCullough (1)
		Lou Paganello
<input checked="" type="checkbox"/>		Don Partridge (2)
		Jeremy Liles
<input checked="" type="checkbox"/>		Jonathan Long
<input checked="" type="checkbox"/>		Steve Tanner (alternate member)
<input checked="" type="checkbox"/>		Brooks Hawley (alternate member)

Kathy Jasinski
Chairman

2/2/21
Date

TOWN OF BATAVIA PLANNING BOARD ACTION

(2)

Date of Meeting 2/2/2021

Applicant

Land PRO Equipment - 4554 West Paul Drive

Action Request

Segr - long form
declare negative declaration

Not subject to review

Additional requirements or information needed for review

Request a 30 day extension

Table

Reasons:

Recommendation

Approval

Approval with modifications
modifications are:

Disapproval

Other

Reasons:

Roll Call

Yes	No	Board Member
<input checked="" type="checkbox"/>		Kathy Jasinski
<input checked="" type="checkbox"/>		Paul Marchese <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		Paul McCullough
		Lou Paganello
<input checked="" type="checkbox"/>		Don Partridge <input checked="" type="checkbox"/>
		Jeremy Liles
<input checked="" type="checkbox"/>		Jonathan Long (2) <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		Steve Tanner (alternate member) (1)
<input checked="" type="checkbox"/>		Brooks Hawley (alternate member)

Kathy Jasinski
Chairman

2/2/21
Date

TOWN OF BATAVIA PLANNING BOARD ACTION

3

Date of Meeting 2/2/2021

Applicant

Land Pro Equipment 4554 West Saile Drive

Action Request

Site Plan Review

approval contingent upon final engineering Review = Approval

Not subject to review

Additional requirements or information needed for review

Request a 30 day extension

Table

Reasons:

Recommendation

Approval

Approval with modifications
modifications are:

Disapproval

Other:

Reasons:

Roll Call

Yes	No	Board Member
✓		Kathy Jasinski
✓		Paul Marchese
✓		Paul McCullough (2)
		Lou Paganello
✓		Don Partridge (1)
		Jeremy Liles
✓		Jonathan Long
✓		Steve Tanner (alternate member)
✓		Brooks Hawley (alternate member)

Kathy Jasinski
Chairman

2/2/21
Date

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project : _____
 Date : _____

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

I. Impact on Land		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)			
<i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3.2

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2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: <u>Drainage Swale along south end of site flows to existing storm pond and eventually to Spring Creek.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If "Yes", answer questions a - h. If "No", move on to Section 5.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: <u>Service Area will have an oil and water seperator and washdown area will contain a grit removal system. This water will be directed to the sanitary sewers</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g Other impacts: _____

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g)

NO

YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.)

NO

YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.2

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e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part I. E.3.a. and b.)
If "Yes", answer questions a - h. If "No", move on to Section 9.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part I. E.1.a, E.1.b, E.3.h.)

NO

YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 - 3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part I. E.3.e, f, and g.)

NO

YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.)

NO

YES

If "Yes", answer questions a - e. If "No", go to Section 12.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)

NO

YES

If "Yes", answer questions a - c. If "No", go to Section 13.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.
(See Part I. D.2.j)

NO

YES

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.
(See Part I. D.2.k)

NO

YES

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.
(See Part I. D.2.m., n., and o.)

NO

YES

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.)
If "Yes", answer questions a - m. If "No", go to Section 17.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____			

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans. NO YES
 (See Part I. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character. NO YES
 (See Part I. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

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Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Part II SEQR was reviewed on February 2, 2021, and it was determined that the project "LandPro Sales and Maintenance Facility" would have no significant adverse impact on the environment.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

3.2

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Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
The Town of Batavia Planning board _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.


Name of Action: LandPro Sales and Maintenance Facility

Name of Lead Agency: Town of Batavia Planning Board

Name of Responsible Officer in Lead Agency: Kathleen Jasinski

Title of Responsible Officer: Chairman, Town of Batavia Planning Board

Signature of Responsible Officer in Lead Agency:  Date: 2/2/21

Signature of Preparer (if different from Responsible Officer)  Date:

For Further Information:

Contact Person: Mr. Steve Mountain, Town Engineer

Address: Town of Batavia, 3833 West Main St. Rd., Batavia, New York 14020

Telephone Number: 585-343-1729 Ext. 220

E-mail: smountain@townofbatavia.com

For Type I Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

3.2

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Exhibit C

Notices of Abandonment

[Attached Hereto]



January 25, 2021

Town of Alexander
Attn: Town Supervisor
3350 Church Street, P.O. Box 248
Alexander, New York 14005

Re: Genesee County Industrial Development Agency d/b/a Genesee County Economic
Development Center
LandPro Equipment, LLC Project
Notice Pursuant to GML Section 859-a(5)(d)

Dear Sir:

The Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") provides this notice to you pursuant to General Municipal Law ("GML") Section 859-a(5)(d), as the chief executive officer of the municipality from which a facility hereinafter described will be abandoned or removed. The Agency has authorized the undertaking of a project (the "Project") on behalf of LandPro Equipment, LLC (the "Company"), as described in more detail below and located at the intersection of West Saile Drive and Call Parkway, in the Town of Batavia, New York.

The Agency is considering the undertaking of a certain project (the "Project") on behalf of the Company consisting of: (i) the acquisition or retention by the Agency of a leasehold or other interest in certain land located at the intersection of West Saile Drive and Call Parkway, Town of Batavia, New York, Genesee County, New York (the "Land"), being more fully identified as tax map numbers 4.-1-25.2 and 4.-1-46, (ii) the construction on the Land of an approximately 50,000 square-foot full-service John Deere agriculture and Turf dealership for sales, parts, service and training and retail sales (the "Improvements"), and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility").

The Company currently conducts a portion of its operations at 3517 Railroad Avenue, Alexander, New York 14005 (the "Current Facility"). The Company has informed the Agency that they will "abandon" (as such term is used in Section 859-a(5)(d) of the Act) the Current Facility upon completion of the Project and transition operations to the Facility. Based upon the Application to the Agency from the Company, along with related materials, the Agency has found that 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.

Very truly yours,

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

By: 

Name: Mark A. Masse

Title: Senior Vice President of Operations



January 25, 2021

Town of Oakfield
Attn: Town Supervisor
3219 Drake Street
Oakfield, NY 14125

Re: Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center
LandPro Equipment, LLC Project
Notice Pursuant to GML Section 859-a(5)(d)

Dear Sir:

The Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") provides this notice to you pursuant to General Municipal Law ("GML") Section 859-a(5)(d), as the chief executive officer of the municipality from which a facility hereinafter described will be abandoned or removed. The Agency has authorized the undertaking of a project (the "Project") on behalf of LandPro Equipment, LLC (the "Company"), as described in more detail below and located at the intersection of West Saile Drive and Call Parkway, in the Town of Batavia, New York.

The Agency is considering the undertaking a project (the "Project") on behalf of the Company consisting of: (i) the acquisition or retention by the Agency of a leasehold or other interest in certain land located at the intersection of West Saile Drive and Call Parkway, Town of Batavia, New York, Genesee County, New York (the "Land"), being more fully identified as tax map numbers 4.-1-25.2 and 4.-1-46, (ii) the construction on the Land of an approximately 50,000 square-foot full-service John Deere agriculture and Turf dealership for sales, parts, service and training and retail sales (the "Improvements"), and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility").

The Company currently conducts a portion of its operations at 7615 Lewiston Road, Oakfield, New York 14125 (the "Current Facility"). The Company has informed the Agency that they will "abandon" (as such term is used in Section 859-a(5)(d) of the Act) the Current Facility upon completion of the Project and transition operations to the Facility. Based upon the Application to the Agency from the Company, along with related materials, the Agency has found that 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.

Very truly yours.

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

By: 

Name: Mark A. Masse

Title: Senior Vice President of Operations

man
4/26/2021

INITIAL RESOLUTION
(SL Pembroke, LLC Project) (Project #1)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 4, 2021.

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

Resolution No. 03/2021 - _____

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

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

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

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

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), the Agency must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Project; and

WHEREAS, the Town of Pembroke Planning Board (the "Planning Board"), acting as "lead agency" (as such term is defined under SEQRA), undertook a "coordinated review" (as such term is defined under SEQRA) of the Project, determined that the Project was a "Type I Action" (as such term is defined under SEQRA) and on January 28, 2021, issued a "negative declaration" (as such term is defined under SEQRA) with respect to the Project (the "Negative Declaration").

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.

(F) The Planning Board has conducted a review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). The Planning Board issued the Negative Declaration, determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Full Environmental Assessment Form and the Negative Declaration, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Planning Board pursuant to 6 N.Y.C.R.R. § 617.7. A copy of the Negative Declaration issued by the Planning Board is attached hereto as Exhibit A.

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION
(SL Pembroke, LLC Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on March 4, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of March, 2021.

Secretary

May
2/15/2021

Customer Information

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

Project Information

Organization:	GCEDC		
Opportunity Source:	3rd Party Professional	Date of Public Hearing:	
Initial Acceptance Date:	3/4/2021 12:00:00 AM	Inducement Date:	
Opportunity Summary:	The company is planning a community solar farm project in the Town of Pembroke. The project is a 4 (AC) MW solar generation system that will be interconnected with National Grid.		

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project. The project will contribute \$5,500/MWAC + a 2% annual escalator, with the 4 MWAC solar farm generating in excess of \$380,455 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

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

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

Project Detail (Total Capital Investment)

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

Estimated Benefits Provided

Sales Tax Exempt:	\$273,951	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$0	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$354,215		
Total Estimated Tax Incentives Provided:	\$628,166		

Total Amount Finance:	\$3,424,390		
Mortgage Amount:	\$0	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	Equity
City of Batavia:	\$0	Other Amount:	\$3424390
Chamber of Commerce:			
Total Amount Finance:	\$3,424,390		

*Mon
3/25/2021*



Project Name: SL Pembroke, LLC- 1

Board Meeting Date: March 4, 2021

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

PROJECT DESCRIPTION:

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

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project. The project will contribute \$5,500/MWAC + a 2% annual escalator, with the 4 MW AC solar farm generating in excess of \$380,000 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

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

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

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

Project details: n/a

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with a planned new community solar farm and \$3,424,390 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$5,500/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 4 MW solar farm will generate in excess of \$380,000 in PILOT payments over the 15-year term which is far greater than current assessed value of this Ag/Vacant land.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

3.3

Solar Pilot



Project: SL Penbroke, LLC (Liberty Solar 11)

Capex	\$ 3,424,390	Savings	\$ 273,951
Sales Taxable (est.)	\$ 3,424,390		
Mortgage (est.)			
Property Tax	\$ 354,215		
Total	\$ 6,528,166		

1% of 1.25%

Escalator	\$ 5,500	from Assessor	Assessed Value
	2.0%	\$ 450,000.00	\$ 1,800,000

Year of Exemption	Front Penbroke (est.) (per lb)	Town of Penbroke	Corporate Mills	Market Value	Total Penbroke	Increase in property taxes due to loss of ag exemption	Total PILOT payments and property taxes to be received	Current property taxes on base land (including ag exemption)	Economic Impact ROI
1	\$ 22,000	\$ 412	\$ 8,611	\$ 12,977	\$ 22,000	\$ 1,084	\$ 23,084	\$ 1,277	19.71
2	\$ 22,440	\$ 421	\$ 8,783	\$ 13,236	\$ 22,440	\$ 1,084	\$ 23,524	\$ 1,277	
3	\$ 22,889	\$ 429	\$ 8,959	\$ 13,501	\$ 22,889	\$ 1,084	\$ 23,973	\$ 1,277	
4	\$ 23,347	\$ 438	\$ 9,138	\$ 13,771	\$ 23,347	\$ 1,084	\$ 24,431	\$ 1,277	
5	\$ 23,814	\$ 446	\$ 9,321	\$ 14,047	\$ 23,814	\$ 1,084	\$ 24,898	\$ 1,277	
6	\$ 24,290	\$ 455	\$ 9,507	\$ 14,327	\$ 24,290	\$ 1,084	\$ 25,374	\$ 1,277	
7	\$ 24,776	\$ 464	\$ 9,697	\$ 14,614	\$ 24,776	\$ 1,084	\$ 25,860	\$ 1,277	
8	\$ 25,271	\$ 474	\$ 9,891	\$ 14,906	\$ 25,271	\$ 1,084	\$ 26,355	\$ 1,277	
9	\$ 25,777	\$ 483	\$ 10,089	\$ 15,204	\$ 25,777	\$ 1,084	\$ 26,861	\$ 1,277	
10	\$ 26,292	\$ 493	\$ 10,291	\$ 15,509	\$ 26,292	\$ 1,084	\$ 27,378	\$ 1,277	
11	\$ 26,818	\$ 503	\$ 10,497	\$ 15,819	\$ 26,818	\$ 1,084	\$ 27,902	\$ 1,277	
12	\$ 27,354	\$ 513	\$ 10,706	\$ 16,135	\$ 27,354	\$ 1,084	\$ 28,439	\$ 1,277	
13	\$ 27,901	\$ 523	\$ 10,921	\$ 16,458	\$ 27,901	\$ 1,084	\$ 28,986	\$ 1,277	
14	\$ 28,459	\$ 534	\$ 11,139	\$ 16,787	\$ 28,459	\$ 1,084	\$ 29,544	\$ 1,277	
15	\$ 29,029	\$ 544	\$ 11,362	\$ 17,123	\$ 29,029	\$ 1,084	\$ 30,113	\$ 1,277	
Total	\$ 380,455	\$ 7,131	\$ 148,910	\$ 224,414	\$ 380,455	\$ 16,266	\$ 396,721	\$ 19,152	\$ 377,570

100 Pilots on All Valleroni Taxes

The value of Ag Exemption elimination due to permanent conversion of farm land

Town of Penbroke Tax Rate	\$ 0.51
Current ag exemption amount (add from OARS)	\$ 39,170
County and School Taxes on Ag Exemption	\$ 1,064
Town of Penbroke (only) Taxes on Ag Exemption	\$ 20
Total taxes due based on the elimination of Ag Exemption	\$ 1,084

Current Property Taxes on Property	\$ 192
Current property taxes \$1147 / 95.4 acres * 16 acres	\$ 18,368
Total	\$ 18,560

Property Taxes at 100% assessed value (assessor above)	\$ 48,978
Term	\$ 15
Total PILOT	\$ 734,670
Savings	\$ 354,215
Net Savings	\$ 553,361

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

Jan 23/2021

74

mdy
4/6/2021

INITIAL RESOLUTION

(SL Pembroke, LLC Project) (Project #2)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 4, 2021.

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

Resolution No. 03/2021 - _____

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

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, **SL PEMBROKE, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at 7984 Tesnow Road in the Town of Pembroke, New York (the "Land", being more particularly described as a portion of tax parcel No. 8.-1-43.1, as may be subdivided); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility"); and

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

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

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), the Agency must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Project; and

WHEREAS, the Town of Pembroke Planning Board (the "Planning Board"), acting as "lead agency" (as such term is defined under SEQRA), undertook a "coordinated review" (as such term is defined under SEQRA) of the Project, determined that the Project was a "Type I Action" (as such term is defined under SEQRA) and on January 28, 2021, issued a "negative declaration" (as such term is defined under SEQRA) with respect to the Project (the "Negative Declaration").

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.

(F) The Planning Board has conducted a review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). The Planning Board issued the Negative Declaration, determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Full Environmental Assessment Form and the Negative Declaration, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Planning Board pursuant to 6 N.Y.C.R.R. § 617.7. A copy of the Negative Declaration issued by the Planning Board is attached hereto as Exhibit A.

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION
(SL Pembroke, LLC Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on March 4, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this _____ day of March, 2021.

Secretary

*MS
3/5/21*

Customer Information

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

Project Information

Organization: GCEDC

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

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

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

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project. The project will contribute \$5,500/MWAC + a 2% annual escalator, with the 5 MWAC solar farm generating in excess of \$475,000 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

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

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

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

Project Detail (Total Capital Investment)

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

Estimated Benefits Provided

Sales Tax Exempt:	\$342,452	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$0	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$442,769		
Total Estimated Tax Incentives Provided:	\$785,221		
Total Amount Finance:	\$4,280,649		
Mortgage Amount:	\$0	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	Equity
City of Batavia:	\$0	Other Amount:	\$4280649
Chamber of Commerce:			
Total Amount Finance:	\$4,280,649		

3.4

80

MS4
4/25/20



Project Name: SL Pembroke, LLC- 2

Board Meeting Date: March 4, 2021

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

PROJECT DESCRIPTION:

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

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project. The project will contribute \$5,500/MWAC + a 2% annual escalator, with the 5 MW AC solar farm generating in excess of \$475,000 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

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

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

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

Project details: n/a

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with a planned new community solar farm and \$4,280,649 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$5,500/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 5 MW solar farm will generate in excess of \$475,000 in PILOT payments over the 15-year term which is far greater than current assessed value of this Ag/Vacant land.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Solar Pilot

Project SL Pembroke, LLC (Liberty Solar 2)

Cajex \$ 4,280,649
 Savings \$ 342,452
 Sales Taxable rest \$ 3,280,649
 Mortgage rest \$
 Property Tax \$ 442,769
 Total \$ 785,220



Assessed Value

from Assessor \$ 450,000.00
 Escalator 2.0% \$ 5,000
 Assessed Value \$ 455,000.00

Increase in PILOT Payment
 Divided by Current Property

Year of Exemption	Fiscal Payment (per MW)	Current Property Taxes	Elimination of Property Taxes	Current Property Taxes on Ag Exemption	Current Property Taxes on Ag Exemption	Total Property Taxes	Increase in Property Taxes due to loss of ag exemption	Total PILOT payments and property taxes to be received	Current Property Taxes on base land (including ag exemption)	Total PILOT payment (net of payment with property taxes from solar project)	Economic Impact ROI
1	\$ 27,500	\$ 515	\$ 10,764	\$ 16,221	\$ 27,500	\$ 1,220	\$ 1,220	\$ 28,720	\$ 1,439	\$ 27,281	\$ 472,288
2	\$ 24,050	\$ 526	\$ 10,979	\$ 16,545	\$ 28,050	\$ 1,220	\$ 1,220	\$ 29,270	\$ 1,439	\$ 27,831	\$ 21,89
3	\$ 28,611	\$ 536	\$ 11,198	\$ 16,876	\$ 28,611	\$ 1,220	\$ 1,220	\$ 29,831	\$ 1,439	\$ 28,392	
4	\$ 29,181	\$ 547	\$ 11,422	\$ 17,214	\$ 29,183	\$ 1,220	\$ 1,220	\$ 30,403	\$ 1,439	\$ 28,965	
5	\$ 29,767	\$ 558	\$ 11,651	\$ 17,558	\$ 29,767	\$ 1,220	\$ 1,220	\$ 30,987	\$ 1,439	\$ 29,548	
6	\$ 30,352	\$ 569	\$ 11,884	\$ 17,900	\$ 30,362	\$ 1,220	\$ 1,220	\$ 31,562	\$ 1,439	\$ 30,144	
7	\$ 30,949	\$ 580	\$ 12,121	\$ 18,268	\$ 30,989	\$ 1,220	\$ 1,220	\$ 32,189	\$ 1,439	\$ 30,751	
8	\$ 31,589	\$ 592	\$ 12,364	\$ 18,631	\$ 31,589	\$ 1,220	\$ 1,220	\$ 32,821	\$ 1,439	\$ 31,370	
9	\$ 32,221	\$ 604	\$ 12,611	\$ 19,006	\$ 32,221	\$ 1,220	\$ 1,220	\$ 33,441	\$ 1,439	\$ 32,002	
10	\$ 32,865	\$ 616	\$ 12,863	\$ 19,386	\$ 32,865	\$ 1,220	\$ 1,220	\$ 34,085	\$ 1,439	\$ 32,646	
11	\$ 33,522	\$ 628	\$ 13,121	\$ 19,773	\$ 33,522	\$ 1,220	\$ 1,220	\$ 34,742	\$ 1,439	\$ 33,304	
12	\$ 34,193	\$ 641	\$ 13,383	\$ 20,169	\$ 34,193	\$ 1,220	\$ 1,220	\$ 35,413	\$ 1,439	\$ 33,974	
13	\$ 34,877	\$ 654	\$ 13,651	\$ 20,572	\$ 34,877	\$ 1,220	\$ 1,220	\$ 36,097	\$ 1,439	\$ 34,659	
14	\$ 35,574	\$ 667	\$ 13,924	\$ 20,984	\$ 35,574	\$ 1,220	\$ 1,220	\$ 36,794	\$ 1,439	\$ 35,365	
15	\$ 36,286	\$ 680	\$ 14,202	\$ 21,403	\$ 36,286	\$ 1,220	\$ 1,220	\$ 37,506	\$ 1,439	\$ 36,067	
Total	\$ 475,569	\$ 8,914	\$ 146,136	\$ 280,518	\$ 475,569	\$ 18,299	\$ 18,299	\$ 493,868	\$ 21,580	\$ 472,288	

The value of Ag Exemption elimination due to permanent conversion of farm land
 Town of Elba Tax Rate \$ 14.51
 Current ag exemption amount (add from OARS) \$ 44,010
 County and School Taxes on Ag Exemption \$ 1,198
 Town of Elba (only) Taxes on Ag Exemption \$ 27
 Total taxes due based on the elimination of Ag Exemption \$ 1,220

Current Property Taxes on Property \$ 219
 Current property taxes \$ 1147 / 95.4 acres * 18 acres

note base land tax will remain the same and part outside the PILOT
 Property Taxes at 100% assessed value (assessor) \$ 61,223
 Total PILOT \$ 916,308
 Savings \$ 442,769

Net Savings \$ 698,712

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

man
2/12/20

MAN
2/25/2021

INITIAL RESOLUTION
(ForeFront Power, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 4, 2021.

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

Resolution No. 03/2021 - _____

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

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

WHEREAS, **FOREFRONT POWER, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at 6982 Norton Road in the Town of Elba, New York (the "Land", being more particularly described as a portion of tax parcel No. 9.-1-39.111, as may be subdivided); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility"); and

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

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

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

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

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

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

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

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

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

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION
(ForeFront Power, LLC Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on March 4, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of March, 2021.

Secretary

GCEDC Opportunity Summary

Created On: 3/4/2021

*MAM
2/25/2021*

Customer Information

Potential Customer:	Forefront Power LLC (Elba Solar)	Opportunity Type:	Tax Incentive Lease
Proj. St. Address:	6982 Norton Road	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	//Elba	Type of Project:	Attraction
Proj. Description:	Elba Solar	New Jobs:	-
Total Capital Investment:	\$9,757,041	Retained Jobs:	-
Incentive Amount:	\$1,416,010	School District:	Elba
Benefited Amount:	\$9,757,041	PILOT Applicable:	

Project Information

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

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

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project. The project will contribute \$6,000/MWAC + a 2% annual escalator, with the 5 MWAC solar farm generating in excess of \$518,000 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County

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

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

Economic Impact: This solar project is generating an increase to the tax base of \$496,433 (both PILOT and real property taxes). This calculates to a rate of return based on the original property taxes of \$6.31

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$0	Capital Improvements:	\$0
Equipment (non-taxable):	\$1,310,716	Equipment (Taxable) / Other Proj Investment:	\$8,446,325
Land Cost (Real Estate):	\$0		
Total Capital Investment:	\$9,757,041		✓

Estimated Benefits Provided

Sales Tax Exempt:	\$780,563	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$0	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$635,447		
Total Estimated Tax Incentives Provided:	\$1,416,010		

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

3.5

88

man
2/25/2021



Project Name: ForeFront Power, LLC - Elba

Board Meeting Date: March 4, 2021

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

PROJECT DESCRIPTION:

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

The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project. The project will contribute \$6,000/MWAC + a 2% annual escalator, with the 5 MWAC solar farm generating in excess of \$518,000 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

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

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

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

Project details: n/a

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with a planned new community solar farm and \$9,757,040 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$6,000/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 5 MW solar farm will generate in excess of \$518,000 in PILOT payments over the 15-year term which is far greater than current assessed value of this Ag/Vacant land.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: This solar project is generating an increase to the tax revenue of \$496,433 (both PILOT and Real Property taxes). This calculates to a rate of return based on the original property taxes additional \$6.31 for every previous \$1. Directly supports NYS Energy Policy (REV) alignment: NYS has aggressive goals for renewable energy, energy efficiency and greenhouse gas reduction by 2030, this project supports those goals.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

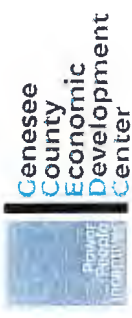
Project details: The project is planning to begin construction in Spring of 2021 and be operational by end of 2021.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

3.5

Solar Pilot



Project: IronFront Power LLC, Elba Solar

Capex	\$ 9,757,040
Sales Taxable (est.)	\$ 780,563
Mortgage (est.)	\$ 635,447
Property Tax	\$ 1,416,031
Total	\$ 12,589,081

from Assessor
 Assessed Value per ACR 450,000.00 \$
 Assessed Value 2,250,000 \$
 Escalator 2.0%

Increase in PILOT Payment
 Divided by Current Property
 Economic Impact \$ 496,433
 ROI 6.31

Year of Exemption	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
Initial Investment (per MW)	30,000	30,600	31,212	31,836	32,473	33,122	33,785	34,461	35,150	35,853	36,570	37,301	38,047	38,808	39,584	518,803
Escalator	3,570	3,642	3,714	3,789	3,864	3,942	4,021	4,101	4,183	4,267	4,352	4,439	4,528	4,618	4,711	61,741
Land Cost (per MW)	17,842	18,199	18,563	18,934	19,313	19,699	20,093	20,495	20,905	21,323	21,749	22,184	22,628	23,081	23,542	308,551
Elba	30,000	30,600	31,212	31,836	32,473	33,122	33,785	34,461	35,150	35,853	36,570	37,301	38,047	38,808	39,584	518,803
Increase in property taxes due to loss of Ag Exemption (per MW)	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	56,365
Total PILOT payments and property taxes to be received	33,758	34,358	34,970	35,594	36,231	36,880	37,543	38,218	38,907	39,610	40,327	41,059	41,805	42,566	43,342	575,167
Ag Exemption (per MW)	5,249	5,249	5,249	5,249	5,249	5,249	5,249	5,249	5,249	5,249	5,249	5,249	5,249	5,249	5,249	78,734
Ag Exemption (per MW) - net of property taxes	28,509	29,109	29,721	30,345	30,942	31,631	32,394	33,168	33,969	34,791	35,639	36,510	37,405	38,321	39,263	496,433

The value of Ag Exemption elimination due to permanent conversion of farm land
 Town of Elba Tax Rate \$ 4.07
 Current ag exemption amount (add from OARS) \$ 98,188
 County and School Taxes on Ag Exemption \$ 1,358
 Town of Elba (only) Taxes on Ag Exemption \$ 400
 Total taxes due based on the elimination of Ag Exemption \$ 3,758

Current Property Taxes on Property \$ 1,491
 Current property taxes \$5174.55 / 138.1 acres = 39.8 acres

Property Taxes at 100% assessed value (assessor)
 Town \$ 76,950
 Total PILOT \$ 1,54,250
 Savings \$ 636,447

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

1.250%	GCEDC fee	\$ 121,963
	Workforce Community Benefit	\$ 25,000
	Subtotal	\$ 146,963
	GCEDC Legal	\$ 12,500
	Total Fee	\$ 159,463

Net Savings \$ 1,256,548

2/23/2021

MAN
2/24/2021

INITIAL RESOLUTION
(Plug Power Inc. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 4, 2021.

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

Resolution No. 03/2021 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT. (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, **PLUG POWER INC.**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain real property located at 6840 Crosby Road in the Town of Alabama, New York (the "Land", being more particularly described as all or a portion of tax parcel Nos. 10.-1-41 and 10.-1-42); (ii) the planning, design, construction and operation of a green hydrogen production and distribution facility (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility"); and

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

WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to an agent, financial assistance and project agreement (the "Agent Agreement"), (iii)

negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents, (iv) take a leasehold interest in the Land, the Improvements, the Equipment and the personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (v) provide Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction and equipping of the Facility and (b) a partial real property tax abatement structured through the Tax Agreement (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	[]	[]	[]	[]
Amy Vanderhoof	[]	[]	[]	[]
Chad Klotzbach	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION
(Plug Power Inc. Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on March 4, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of March, 2021.

Secretary

*man
2/26/2021*

Customer Information

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

Project Information

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

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

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

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

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$23,135,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$207,423,000	Equipment (Taxable) / Other Proj Investment:	\$10,000
Land Cost (Real Estate):	\$2,091,880		
Total Capital Investment:	\$232,709,880		

Estimated Benefits Provided

Sales Tax Exempt:	\$1,113,680	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$0	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$117,748,000		
Total Estimated Tax Incentives Provided:	\$118,861,680		

MSY
2/26/2021



Project Name: Project Gateway Plug Power

Board Meeting Date: March 4, 2021

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

PROJECT DESCRIPTION:

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

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

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

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

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: This Project is in a strategic industry targeted for STAMP.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project is planning to begin construction in Summer of 2021 and be operational by end of 2022/first quarter 2023.

Board Discussion:

Board Concurrence: YES NO If no, state justification:



3.6

MAM 2/16/2021

Fiscal & Economic Impact Analysis Model

Date: **2/24/2021**
 Company or Project Name: **Plug Power**
 Time Horizon of Full Analysis: **20 years**

Annual	Timeframe (Yrs)	Time Horizon Totals	Comments
\$ 232,709,880		232,709,880	
\$		102,501,000	
\$		87,756,000	
\$		55,000,000	
\$ 2,300,000		2,300,000	
\$ 193,149		3,012,984	
\$		530,108,864	

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

Total Direct Economic Impact: \$ 530,108,864

Public Costs (tax incentives et.al.) related to Project/Company:
Industrial Development Agency (IDA) provided Tax Benefits
 Property Tax Abatements \$ 117,748,000
 Sales Tax Exemptions \$ 1,113,680
 Mortgage Tax Exemption \$
 s/IDA Tax Benefits \$ 118,861,680
 Empire Zone Benefits (expected to be utilized)
 Income Tax Reduction Credit (IRC)
 Real Property Tax Credit (CRPT)
 Sales Tax Exemption (NY)
 Wage Tax Credit
 Investment Tax Credit
 Employment Incentive Credit
 EZ Capital Credits
 s/ Empire Zone Benefits (expected to be utilized)
 Public Grants / PIF
 State Grants \$ 3,500,000
 Federal Grants \$
 Local Grants/PIF (county/town/village/city) \$ 3,500,000
 all Grants/PIF \$ 3,500,000
 Total Public Costs (Public Funding, Grants or Tax Abatements/Exemptions) \$ 122,361,680

Direct Economic Impact Analysis

Benefits / Cost Ratio (Direct Ec Impact / Total Public Cost)	4.3
Public Funding % Direct Economic Impact	23.1%
Private / Public Investment Ratio (Cost or Public Funding / Capital Inv)	1.9
Public Funding % Capital Investment	52.0%

nan
2/24/2021

Cost-Benefit Analysis for Project Gateway

Cost-Benefit Analysis for Project Gateway

Executive Summary

INVESTOR
Plug Power

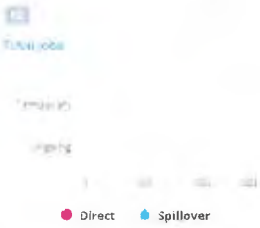
TOTAL INVESTED
\$222.7 Million

LOCATION
6640 Crosby Rd, Alabaster, AL

TIMELINE
2017-2025

Discounted* Net Benefits for Project Gateway by Year

Total Net Benefits: \$776,261,300



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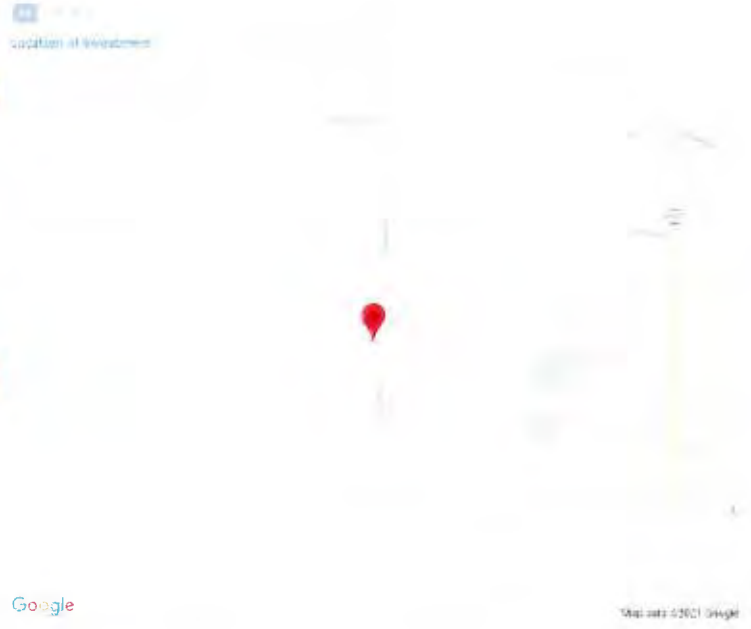
Proposed Investment

Plug Power proposes to invest \$23.7 million at 5840 Crosby Rd Alabama, NY over 20 years. Genesee County Economic Development Center staff summarize the proposed with the following: Hydrogen Generation facility at STAMP on 30 acres. The facility will produce 45 metric tons per day of liquid hydrogen through an electrolysis of water using clean hydropower. The project plans to create 58 FTE's.

Proposed Investments

Description	Amount
Construction Materials	\$23,700,000
Other Expenses	
Land	\$2,042,000
Preconstruction Equipment	\$207,400,000
Other Equipment	\$1,000
	\$0
Total Investments	\$23,710,000
Estimated Total (\$M)	\$23,710,000

May not sum to total due to rounding.



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Cost-Benefit Analysis

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

Estimated Costs or Incentives

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

Description	Nominal Value	Discounted Value*
Property Tax Exemption	\$ 21,142,000	\$ 10,485,000
Sales Tax Exemption	\$3,100,000	\$1,984,000
Total Excess	\$24,242,000	\$12,469,000

May not sum to total due to rounding
* Discounted at 2%

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State & Regional Impact (Life of Project)

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

Description	Direct	Spillover	Total
PERSONNEL BENEFITS	\$146,773,000	\$88,843,000	\$235,617,000
Temporary Payroll	\$88,300,000	\$2,790,000	\$91,090,000
Ongoing Payroll	\$58,473,000	\$86,053,000	\$144,526,000
PROPERTY	\$170,000,000	\$0	\$170,000,000
Temporary Tax Revenue	\$40,000,000	\$0	\$40,000,000
Ongoing Sales Tax Revenue	\$1,149,000	\$1,360,000	\$2,509,000
INVESTMENT	\$0	\$0	\$0
INCOME TAXES	\$0	\$0	\$0
Temporary Income Tax Revenue	\$0	\$0	\$0
Ongoing Income Tax Revenue	\$0	\$0	\$0
Temporary Sales Tax Revenue	\$0	\$0	\$0
Ongoing Sales Tax Revenue	\$0	\$0	\$0
Total Benefits to State & Region	\$146,773,000	\$88,843,000	\$235,617,000
Estimated Total Benefits (20%)	\$29,354,600	\$17,768,600	\$47,123,200

May not sum to total due to rounding.

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Benefit to Cost Ratio

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

Description	Benefit*	Cost*	Ratio
Regen	\$208,570,000	\$197,982,500	1.05
State	\$5,000,000	\$25,700,000	0.19
Grand Total	\$213,570,000	\$223,682,500	1.05

May not sum to total due to rounding.
*Discounted at 2%

CGR has been calculated using the following formula: $\frac{\text{Benefit}}{\text{Cost}}$. The benefit and cost values are based on the discounted totals. The benefit and cost values are based on the discounted totals. The benefit and cost values are based on the discounted totals. The benefit and cost values are based on the discounted totals.

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Incentives for Project Gateway

11 1/4/21

Estimated Incentives & Fees

Description	Amount
Property Tax Exemption	\$3,711,000
Joint Tax Exemption	\$1,194,000
Total Project Incentives	\$4,905,000
Investment Total (2%)	\$1,182,190

May not sum to total due to rounding.

11 1/4/21

Estimated Property Tax Paid by Year*

Year	Total
1	\$2,308,000
2	\$2,498,000
3	\$2,688,000
4	\$2,878,000
5	\$3,068,000
6	\$3,258,000
7	\$3,448,000
8	\$3,638,000
9	\$3,828,000
10	\$4,018,000
11	\$4,208,000
12	\$4,398,000
13	\$4,588,000
14	\$4,778,000
15	\$4,968,000
16	\$5,158,000
17	\$5,348,000
18	\$5,538,000
19	\$5,728,000
20	\$5,918,000
21	\$6,108,000
22	\$6,298,000
23	\$6,488,000
24	\$6,678,000
25	\$6,868,000
26	\$7,058,000
27	\$7,248,000
28	\$7,438,000
29	\$7,628,000
30	\$7,818,000
31	\$8,008,000
32	\$8,198,000
33	\$8,388,000
34	\$8,578,000
35	\$8,768,000
36	\$8,958,000
37	\$9,148,000
38	\$9,338,000
39	\$9,528,000
40	\$9,718,000
41	\$9,908,000
42	\$10,098,000
43	\$10,288,000
44	\$10,478,000
45	\$10,668,000
46	\$10,858,000
47	\$11,048,000
48	\$11,238,000
49	\$11,428,000
50	\$11,618,000
51	\$11,808,000
52	\$11,998,000
53	\$12,188,000
54	\$12,378,000
55	\$12,568,000
56	\$12,758,000
57	\$12,948,000
58	\$13,138,000
59	\$13,328,000
60	\$13,518,000
61	\$13,708,000
62	\$13,898,000
63	\$14,088,000
64	\$14,278,000
65	\$14,468,000
66	\$14,658,000
67	\$14,848,000
68	\$15,038,000
69	\$15,228,000
70	\$15,418,000
71	\$15,608,000
72	\$15,798,000
73	\$15,988,000
74	\$16,178,000
75	\$16,368,000
76	\$16,558,000
77	\$16,748,000
78	\$16,938,000
79	\$17,128,000
80	\$17,318,000
81	\$17,508,000
82	\$17,698,000
83	\$17,888,000
84	\$18,078,000
85	\$18,268,000
86	\$18,458,000
87	\$18,648,000
88	\$18,838,000
89	\$19,028,000
90	\$19,218,000
91	\$19,408,000
92	\$19,598,000
93	\$19,788,000
94	\$19,978,000
95	\$20,168,000
96	\$20,358,000
97	\$20,548,000
98	\$20,738,000
99	\$20,928,000
100	\$21,118,000

11 1/4/21

Incentives & Investments



May not sum to total due to rounding.

11 1/4/21

Estimated Property Tax Paid by Year*

Year	Total
1	\$2,308,000
2	\$2,498,000
3	\$2,688,000
4	\$2,878,000
5	\$3,068,000
6	\$3,258,000
7	\$3,448,000
8	\$3,638,000
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54	\$12,378,000
55	\$12,568,000
56	\$12,758,000
57	\$12,948,000
58	\$13,138,000
59	\$13,328,000
60	\$13,518,000
61	\$13,708,000
62	\$13,898,000
63	\$14,088,000
64	\$14,278,000
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73	\$15,988,000
74	\$16,178,000
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76	\$16,558,000
77	\$16,748,000
78	\$16,938,000
79	\$17,128,000
80	\$17,318,000
81	\$17,508,000
82	\$17,698,000
83	\$17,888,000
84	\$18,078,000
85	\$18,268,000
86	\$18,458,000
87	\$18,648,000
88	\$18,838,000
89	\$19,028,000
90	\$19,218,000
91	\$19,408,000
92	\$19,598,000
93	\$19,788,000
94	\$19,978,000
95	\$20,168,000
96	\$20,358,000
97	\$20,548,000
98	\$20,738,000
99	\$20,928,000
100	\$21,118,000

May not sum to total due to rounding. * Figures assume constant property tax rates and are not discounted.

CGR has not performed a financial analysis of the project and does not warrant the accuracy of the information contained herein. The information is provided for informational purposes only. The information is not intended to be used as a basis for investment decisions. The information is not intended to be used as a basis for investment decisions. The information is not intended to be used as a basis for investment decisions.

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Genesee County Economic Development Center (GCEDC)

Annual Investment Report

For the year ended December 31, 2020

Purpose of the Report:

Under Section 2925(6) of the Public Authorities Law, the GCEDC and its affiliates are required to prepare and approve an Annual Investment Report. The schedule below was approved by the Board on **March XX, 2021**.

Bank	Type	Account Description	12/31/20 G/L Balance	12/31/20 Bank Balance	Interest Rate
233 Five Star Bank	Checking	GCEDC Primary Checking	\$191,951.49	\$220,990.06	0.25%
2240 Five Star Bank	Checking	GCEDC - BP2	\$3,015.65	\$3,015.65	0.25%
501 Five Star Bank	Savings	GCEDC Primary Savings	\$3,679,272.50	\$3,679,272.50	0.25%
6331 Five Star Bank	Checking	GCEDC - GAIN LOAN Fund	\$104,284.78	\$104,284.78	0.25%
Five Star Bank	CD	GCEDC - STAMP	\$0.00	\$0.00	0.00%
7165 Bank of Castile	Savings	GCEDC - RLF#2	\$0.00	\$0.00	0.02%
5168 Bank of Castile	Savings	GCEDC Investment	\$330,765.78	\$330,765.78	0.15%
9975 Bank of Castile	Checking	GCEDC STAMP - Imprest Account \$8M	\$215,699.97	\$691,821.92	0.15%
3687 KeyBank	Checking	GCEDC STAMP - Imprest Account \$33M	\$6,611,053.83	\$6,622,951.83	0.01%
9809 KeyBank	Checking	GCEDC STAMP	\$1,004.47	\$1,004.47	0.00%

As of December 31, 2020, cash balances were fully collateralized. The funds currently on deposit with The Bank of Castile and Five Star Bank are secured by investments held with Tompkins Financial Advisors and M&T Bank, respectively. The funds currently on deposit with KeyBank are secured by KeyBank's pledge pool held by Bank of New York. The GCEDC generated \$20,823 of interest income for the period January 1, 2020 through December 31, 2020.

* No fees or commissions were paid.

4.2

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
Status: UNSUBMITTED
Certified Date : N/A

Procurement Information:

Question	Response	URL (if Applicable)
1. Does the Authority have procurement guidelines?	Yes	https://www.gcedc.com/index.php/news/gcedc-policies
2. Are the procurement guidelines reviewed annually, amended if needed, and approved by the Board?	Yes	
3. Does the Authority allow for exceptions to the procurement guidelines?	No	
4. Does the Authority assign credit cards to employees for travel and/or business purchases?	Yes	
5. Does the Authority require prospective bidders to sign a non-collusion agreement?	Yes	
6. Does the Authority incorporate a summary of its procurement policies and prohibitions in its solicitation of proposals, bid documents, or specifications for procurement contracts?	Yes	
7. Did the Authority designate a person or persons to serve as the authorized contact on a specific procurement, in accordance with Section 139-j(2)(a) of the State Finance Law, "The Procurement Lobbying Act"?	Yes	
8. Did the Authority determine that a vendor had impermissible contact during a procurement or attempted to influence the procurement during the reporting period, in accordance with Section 139-j(10) of the State Finance Law?	No	
8a. If Yes, was a record made of this impermissible contact?		
9. Does the Authority have a process to review and investigate allegations of impermissible contact during a procurement, and to impose sanctions in instances where violations have occurred, in accordance with Section 139-j(9) of the State Finance Law?	Yes	

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Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date : N/A

Procurement Transactions Listing:

1.	Vendor Name	Batavia Development Corp	Address Line1	1 Batavia City Centre
	Type of Procurement	Other	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	BATAVIA
	Award Date		State	NY
	End Date		Postal Code	14020
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$6,250.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Economic Development Partner Fee - Ellicott Place

2.	Vendor Name	Batavia Development Corp	Address Line1	1 Batavia City Centre
	Type of Procurement	Other	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	BATAVIA
	Award Date		State	NY
	End Date		Postal Code	14020
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$3,515.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Economic Development Partner Fee - Fraser-Branche, LLC

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Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date : N/A

3. Vendor Name	Black & Veatch	Address Line1	11401 Lamar Ave
Type of Procurement	Other Professional Services	Address Line2	
Award Process	Authority Contract - Non-Competitive Bid	City	OVERLAND PARK
Award Date	6/6/2019	State	KS
End Date		Postal Code	66211
Fair Market Value	\$1,430,636.00	Plus 4	
Amount	\$1,430,636.00	Province/Region	
Amount Expended For Fiscal Year	\$430,626.50	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Substation & Transmission Line Engineering

4. Vendor Name	CC Environment & Planning	Address Line1	P.O. Box 358
Type of Procurement	Consulting Services	Address Line2	
Award Process	Authority Contract - Non-Competitive Bid	City	ALEXANDER
Award Date	3/8/2019	State	NY
End Date		Postal Code	14005
Fair Market Value	\$35,457.00	Plus 4	
Amount	\$35,457.00	Province/Region	
Amount Expended For Fiscal Year	\$19,301.20	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Site Development Environmental Services & Support

1/0

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
Status: UNSUBMITTED
Certified Date : N/A

5.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	3/8/2019	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$1,350,000.00	Plus 4	
	Amount	\$1,350,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$535,811.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Onsite Wastewater Treatment Facility Design & Permitting.

6.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	9/5/2019	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$900,000.00	Plus 4	
	Amount	\$900,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$192,286.33	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Engineering Services for Design & Permitting of 6 MGD Big Water System

4.2

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
Status: UNSUBMITTED
Certified Date : N/A

7.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	1/14/2016	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$566,228.00	Plus 4	
	Amount	\$566,228.00	Province/Region	
	Amount Expended For Fiscal Year	\$29,250.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Onsite Infrastructure Design & General Engineering

8.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	10/6/2017	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$275,000.00	Plus 4	
	Amount	\$275,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$62,050.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Offsite Water - Pembroke Line

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9.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	1/20/2017	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$165,000.00	Plus 4	
	Amount	\$165,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$3,900.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Onsite Roadway Construction Services

10.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	10/1/2020	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$23,700.00	Plus 4	
	Amount	\$23,700.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$11,500.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Engineering Services; Relocation of Stormwater Pond at ATA

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11.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	12/5/2019	State	NY
	Fair Market Value	\$15,822.00	Postal Code	14604
	Amount	\$15,822.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$10,852.40	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	BETP: WWTF Expansion; Multi-Party Contract (GCEDC, GGLDC, Town of Pembroke)\$195K Total Contract].

12.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Other Professional Services	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	8/6/2020	State	NY
	Fair Market Value	\$10,000.00	Postal Code	14604
	Amount	\$10,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$10,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Conceptual Planning & Marketing Services for STAMP

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13.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Other Professional Services	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	10/1/2020	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$5,000.00	Plus 4	
	Amount	\$5,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$5,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Expansion of Conceptual Planning & Marketing Services for STAMP

14.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Other Professional Services	Address Line2	Suite 500
	Award Process	Authority Contract - Competitive Bid	City	ROCHESTER
	Award Date	7/11/2019	State	NY
	End Date		Postal Code	14604
	Fair Market Value		Plus 4	
	Amount	\$1,500.00	Province/Region	
	Amount Expended For Fiscal Year	\$1,500.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Phase I Environmental Site Assessment

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15.	Vendor Name	Daniel M. Dimatteo	Address Line1	39 Ellicott Street
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	6/6/2019	State	NY
	End Date		Postal Code	14020
	Fair Market Value	\$173,803.04	Plus 4	
	Amount	\$173,803.04	Province/Region	
	Amount Expended For Fiscal Year	\$173,803.04	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Land Purchase: Parcel # 6.-1-72.111 (Escrow Agent).

16.	Vendor Name	Erie County Industrial Development Agency	Address Line1	95 Perry Street
	Type of Procurement	Technology - Consulting/Development or Support	Address Line2	Suite 103
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	1/10/2019	State	NY
	End Date	12/31/2019	Postal Code	14203
	Fair Market Value	\$10,020.00	Plus 4	
	Amount	\$10,020.00	Province/Region	
	Amount Expended For Fiscal Year	\$649.67	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Information Technology Support Services - 2019

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17.	Vendor Name	Erie County Industrial Development Agency	Address Line1	95 Perry Street
	Type of Procurement	Technology - Consulting/Development or Support	Address Line2	Suite 103
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	2/6/2020	State	NY
	End Date	12/31/2020	Postal Code	14203
	Fair Market Value	\$8,500.00	Plus 4	
	Amount	\$8,500.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$7,113.46	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	information Technology Support Services - 2020

18.	Vendor Name	Frاندina Engineering & Land Surveying PC	Address Line1	1701 Hertel Avenue
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	BUFFALO
	Award Date	9/5/2019	State	NY
	End Date		Postal Code	14216
	Fair Market Value		Plus 4	
	Amount	\$10,250.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$10,250.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Survey Work Including Topographical Survey.

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19.	Vendor Name	Genesee Gateway Local Development Corp.	Address Line1	99 MedTech Drive
	Type of Procurement	Other	Address Line2	Suite 106
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	1/1/2020	State	NY
	End Date		Postal Code	14020
	Fair Market Value	\$18,238.08	Plus 4	
	Amount	\$18,238.08	Province/Region	
	Amount Expended For Fiscal Year	\$18,238.08	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Rent

20.	Vendor Name	Global Asset Positioning	Address Line1	100 Fluor Daniel Drive C107K
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	GREENVILLE
	Award Date	7/2/2020	State	SC
	End Date		Postal Code	29607
	Fair Market Value	\$55,000.00	Plus 4	
	Amount	\$55,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$46,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Site Analysis

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21.	Vendor Name	Greater Rochester Enterprise	Address Line1	100 Chestnut Street
	Type of Procurement	Other	Address Line2	Suite 1910
	Award Process	Non Contract Procurement/Purchase Order	City	ROCHESTER
	Award Date		State	NY
	End Date		Postal Code	14604
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$50,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Sales & Marketing Services; Membership Dues

22.	Vendor Name	Harris Beach	Address Line1	99 Garnsey Road
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	PITTSFORD
	Award Date		State	NY
	End Date		Postal Code	14534
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$13,921.51	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Misc Legal Services

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23.	Vendor Name	Invest Buffalo Niagara	Address Line1	257 West Genesee Street
	Type of Procurement	Other	Address Line2	Suite 600
	Award Process	Non Contract Procurement/Purchase Order	City	BUFFALO
	Award Date		State	NY
	End Date		Postal Code	14202
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$25,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Membership Dues

24.	Vendor Name	LeChase Construction Services LLC	Address Line1	205 Indigo Creek Drive
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	ROCHESTER
	Award Date	6/1/2017	State	NY
	End Date		Postal Code	14626
	Fair Market Value		Plus 4	
	Amount	\$3,094,459.40	Province/Region	
	Amount Expended For Fiscal Year	\$77,032.85	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Offsite Water Main Construction - Phase I

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25.	Vendor Name	Monroe County Water Authority	Address Line1	475 Norris Drive
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	3/26/2020	State	NY
	End Date		Postal Code	14610
	Fair Market Value		Plus 4	
	Amount	\$6,911.20	Province/Region	United States
	Amount Expended For Fiscal Year	\$6,911.20	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Construction Inspection Agreement - STAMP Offsite Water Main Phase 4

26.	Vendor Name	Morsch Pipeline Inc.	Address Line1	3929 South Avon Road
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	AVON
	Award Date	3/12/2018	State	NY
	End Date		Postal Code	14414
	Fair Market Value		Plus 4	
	Amount	\$3,141,242.80	Province/Region	United States
	Amount Expended For Fiscal Year	\$177,842.09	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Offsite Water Main Construction - Phase II

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27.	Vendor Name	Morsch Pipeline Inc.	Address Line1	3929 South Avon Road
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	AVON
	Award Date	3/26/2020	State	NY
	End Date		Postal Code	14414
	Fair Market Value		Plus 4	
	Amount	\$2,220,743.00	Province/Region	
	Amount Expended For Fiscal Year	\$1,273,464.78	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Offsite Water Main Construction - Pembroke Line

28.	Vendor Name	Mostert Manzanero & Scott LLP	Address Line1	4 Associate Drive
	Type of Procurement	Financial Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ONEONTA
	Award Date	10/31/2019	State	NY
	End Date	12/31/2020	Postal Code	13820
	Fair Market Value	\$10,000.00	Plus 4	
	Amount	\$10,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$10,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Audit of the 2019 Financial Statements

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29.	Vendor Name	NYS & Local Employees Retirement	Address Line1	110 State Street
	Type of Procurement	Other	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	ALBANY
	Award Date		State	NY
	End Date		Postal Code	12244
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$100,989.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Retirement

30.	Vendor Name	New York Power Authority	Address Line1	Department 110648
	Type of Procurement	Consulting Services	Address Line2	PO Box 5211
	Award Process	Authority Contract - Non-Competitive Bid	City	BINGHAMTON
	Award Date	2/6/2020	State	NY
	End Date		Postal Code	13902
	Fair Market Value		Plus 4	
	Amount	\$100,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$100,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Deposit with NYPA for facilities study

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31.	Vendor Name	Niagara County Water District	Address Line1	5450 Ernest Road
	Type of Procurement	Consulting Services	Address Line2	PO Box 315
	Award Process	Authority Contract - Non-Competitive Bid	City	LOCKPORT
	Award Date	4/26/2019	State	NY
	End Date		Postal Code	14095
	Fair Market Value		Plus 4	
	Amount	\$3,034,102.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$1,974,709.30	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP; Engineering & legal services. Includes 10/29/20 & 12/3/20 contract amendments.

32.	Vendor Name	Park Strategies LLC	Address Line1	125 State Street
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ALBANY
	Award Date	3/7/2019	State	NY
	End Date	3/31/2020	Postal Code	12207
	Fair Market Value	\$18,000.00	Plus 4	
	Amount	\$18,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$4,500.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Government Relations Services (4/1/19 - 3/31/20)

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33.	Vendor Name	Park Strategies LLC	Address Line1	125 State Street
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ALBANY
	Award Date	3/5/2020	State	NY
	End Date	3/31/2021	Postal Code	12207
	Fair Market Value	\$18,000.00	Plus 4	
	Amount	\$18,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$13,500.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Government Relations Services (4/1/20 - 3/31/21)

34.	Vendor Name	Phillips Lytle LLP	Address Line1	125 Main Street
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	BUFFALO
	Award Date		State	NY
	End Date		Postal Code	14203
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$400.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	MedTech SDNA for YSG Solar - FSB Legal Fee to review and authorize SDNA

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35.	Vendor Name	Phillips Lytle LLP	Address Line1	125 Main Street
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	BUFFALO
	Award Date		State	NY
	End Date		Postal Code	14203
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$7,250.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Attorney Fees for Del Mar Farms Closing

36.	Vendor Name	Phillips Lytle LLP	Address Line1	125 Main Street
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	3/8/2019	State	NY
	End Date		Postal Code	14203
	Fair Market Value	\$100,000.00	Plus 4	
	Amount	\$100,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$54,502.50	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Legal Services - Additional Scope of Work / Project Support

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37.	Vendor Name	Phillips Lytle LLP	Address Line1	125 Main Street
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	6/7/2019	State	NY
	End Date		Postal Code	14203
	Fair Market Value	\$20,000.00	Plus 4	
	Amount	\$20,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$7,848.96	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Legal Services - Substation / Energy Infrastructure Strategy

38.	Vendor Name	Phillips Lytle, LLP	Address Line1	125 Main Street
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	2/6/2020	State	NY
	End Date		Postal Code	14203
	Fair Market Value	\$553,797.34	Plus 4	
	Amount	\$553,797.34	Province/Region	
	Amount Expended For Fiscal Year	\$553,797.34	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Land Purchase: Parcel #10,-1-39.11 & #10,-1-39.12 (Escrow Agent)

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39.	Vendor Name	Selective Insurance		Address Line1	PO Box 371468
	Type of Procurement	Other		Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid		City	PITTSBURGH
	Award Date	12/5/2019		State	PA
	End Date	12/31/2020		Postal Code	15250
	Fair Market Value			Plus 4	
	Amount	\$17,961.65		Province/Region	United States
	Amount Expended For Fiscal Year	\$17,961.65		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	Business Insurance

40.	Vendor Name	Town of Alabama		Address Line1	2218 Judge Road
	Type of Procurement	Other Professional Services		Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid		City	OAKFIELD
	Award Date	12/8/2015		State	NY
	End Date			Postal Code	14125
	Fair Market Value	\$247,000.00		Plus 4	
	Amount	\$247,000.00		Province/Region	United States
	Amount Expended For Fiscal Year	\$450.00		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	Reimbursement for costs related to STAMP

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41.	Vendor Name	Town of Alabama	Address Line1	2218 Judge Road
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	OAKFIELD
	Award Date	1/10/2019	State	NY
	End Date		Postal Code	14125
	Fair Market Value	\$96,750.00	Plus 4	
	Amount	\$96,750.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$14,376.67	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Reimbursement for costs related to STAMP

42.	Vendor Name	Travelers	Address Line1	P.O. Box 660317
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	DALLAS
	Award Date	2/6/2020	State	TX
	End Date	2/23/2021	Postal Code	75266
	Fair Market Value		Plus 4	
	Amount	\$5,232.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$5,232.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	D&O Insurance

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43.	Vendor Name	Travelers	Address Line1	P.O. Box 660317
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	DALLAS
	Award Date	5/2/2020	State	TX
	End Date	5/2/2021	Postal Code	75266
	Fair Market Value		Plus 4	
	Amount	\$657.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$657.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Crime Policy

44.	Vendor Name	Univera	Address Line1	P.O. Box 5266
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	BINGHAMTON
	Award Date	1/1/2020	State	NY
	End Date	12/31/2020	Postal Code	13902
	Fair Market Value		Plus 4	
	Amount	\$89,106.72	Province/Region	United States
	Amount Expended For Fiscal Year	\$81,160.06	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Group Health Insurance - 2020

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45.	Vendor Name	e3Communications	Address Line1	551 Franklin Street
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	12/5/2019	State	NY
	End Date	12/31/2020	Postal Code	14202
	Fair Market Value	\$24,000.00	Plus 4	
	Amount	\$24,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$22,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Public Relations / STAMP Marketing - 2020

46.	Vendor Name	e3Communications	Address Line1	551 Franklin Street
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	12/5/2019	State	NY
	End Date	12/31/2020	Postal Code	14202
	Fair Market Value	\$20,100.00	Plus 4	
	Amount	\$20,100.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$18,425.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Public Relations / GCEDC Marketing - 2020

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Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
Status: UNSUBMITTED
Certified Date : N/A

Additional Comments

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Pyramid Brokerage Company
 370 Woodcliff Drive, Suite 210
 Fairport, NY 14450
 Tel +1 585 248 9426
 Fax +1 585 248 3981
 pyramidbrokerage.com

EXCLUSIVE AUTHORIZATION TO LEASE OR SELL/EXCHANGE VACANT LAND

The undersigned, **GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, with an address 99 MedTech Drive, Suite 106, Batavia, NY 14020 ("Owner"), hereby grants the undersigned **Pyramid Brokerage Company of Rochester, Inc.** ("Broker") the EXCLUSIVE AUTHORIZATION AND RIGHT, for a period commencing this date and terminating at midnight of April 30, 2022 to sell or lease the real property ("Property") situate in the Town of Bergen, County of Genesee, State of New York:

known as: Apple Tree Acres
 consisting of: 3.77± Acres
 Tax ID#: 13-1-59.211

Together with the following personal property: none, at a sale price of: Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00) and/or at a rental rate of _____ per _____ for a period of _____ or at such other lease or sale price and terms as are acceptable to Owner.

Owner shall pay to Broker a fee or commission of six percent (6%) of the aggregate gross rents payable under such lease or ten percent (10%) of the purchase price, IF:

1. During the term hereof Broker procures a purchaser or tenant on the terms specified herein or on any other terms acceptable to Owner; or
2. During the term hereof the Property is rented, leased, sold, exchanged, or otherwise transferred by Owner regardless of whether the purchaser or tenant was found by Broker, owner or through any other person or source; or
3. A lease or an agreement of sale, exchange or other transfer of all or any part of the Property is made or entered into within one (1) year after the termination of this Agreement by a person(s) to whom Broker shall have presented the Property during the term hereof or whose name(s) Broker shall have submitted in writing to Owner within thirty (30) days after termination of this Agreement; or
4. The Property is withdrawn from the market or if this Agreement is terminated or revoked by Owner prior to the termination date set forth above or if Owner otherwise prevents the performance of this Agreement by the Broker.

Owner shall pay to Broker the fee or commission due with respect to a lease or rental agreement upon the signing of the lease or rental agreement involved. Owner shall pay the fee or commission due with respect to a sale, exchange or other transfer upon closing.

In connection with any lease or rental, Owner agrees that upon any renewal, whether by exercise of an option, renegotiation or otherwise and upon any expansion of the leased space or extension of the lease term, Owner shall pay to Broker a fee calculated in the same manner as provided above with respect to the original lease. Commission or fees payable under this paragraph shall be paid by Owner to Broker upon the effective date of such renewal, expansion of leased space or extension of lease term.

Owner agrees to include in each lease or rental agreement under which space in the Property is leased or rented, the following provisions:

"The Landlord or Lessor is obligated to pay Pyramid Brokerage Company a Commission with respect to this lease or rental agreement and with respect to any renewal whether by exercise of an option, renegotiation or otherwise and is also obligated to pay a Commission upon any expansion of the leased or rented space or

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No warranty or representation expressed or implied is made as to the accuracy of the information contained herein and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice and to any special listing conditions imposed by our principals.

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any extension of the lease term. Without any further agreement between the parties or their successors in interest or assigns, any purchase of the Property shall by purchasing the Property be deemed to have assumed all covenants and obligations of the Landlord or Lessor under this lease or rental agreement arising after the date of the closing of the purchase, including any obligation to pay commissions to Pyramid Brokerage Company."

If during the term of a lease referred to in paragraph numbered 1, 2 or 3 above the Property is sold, exchanged or otherwise transferred to the tenant or to a party related to or affiliated with the tenant, Owner at the closing of such sale, exchange or transfer shall pay to Broker the fee or commission provided for above.

Owner agrees that in the event Owner sells the Property at any time based upon an option or other agreement entered into by Owner with a person and within the time described in paragraph numbered 3 above, the fee or commission provided for herein shall be paid by Owner to Broker upon the closing of such sale.

Owner agrees to pay to Broker the fee or commission provided for herein if (a) with respect to sale, Owner enters into a contract to sell the Property and the contract fails to close due to no fault of the purchaser, or (b) with respect to a lease or rental, tenant fails to timely occupy in accordance with the lease or rental agreement through no fault of the tenant. Owner shall pay to Broker the fee or commission payable under this paragraph within ten (10) days of Owner's receipt of Broker's invoice or billing.

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

In the event of a sale, owner authorizes Owner's attorney and/or the purchaser or the purchaser's mortgage lender to pay at closing the balance of any fee or commission due to Broker hereunder.

In the event of a lease or rental, if payment of all or any part of the commission due hereunder is not received by Broker within ten (10) days after the due date, then in addition to the amount remaining unpaid, Owner shall pay as liquidated damages and not as a penalty, ten percent (10%) of the unpaid sum. In the event payment of the entire commission has not been received by Broker within thirty (30) days after the due date, Owner does hereby assign to Broker all of the fixed minimum rent due to Owner under the above-described lease solely for the purpose of paying the commission due from Owner and further hereby authorizes Broker to forward a copy of this Agreement to tenant along with notice of failure to make payments as required hereunder in order that tenant may commence forwarding payments directly to Broker until such commission is paid in full, including liquidated damages.

Broker may employ or engage the services and cooperation of other licensed real estate brokers (each, a "Co-Broker") who will be acting through or under Broker to assist it in effecting the sale or lease under such arrangements as Broker may deem advisable.

The term "sale" includes an exchange, whether tax free or otherwise.

If suit is brought to collect the compensation due to Broker hereunder or if Broker defends any action brought against Broker by Owner arising out of the execution of this Agreement or any lease or sale or other transfer relating to the herein described Property, Owner agrees to pay all costs incurred by Broker in connection with such actions, including a reasonable attorney's fee.

Any such action to collect amounts due to Broker hereunder may be commenced in the Supreme Court for Monroe County, State of New York and Owner consents to the jurisdiction and venue of such courts.

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No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals

ALBANY BINGHAMTON BUFFALO CORNING HUDSON VALLEY ITHACA ROCHESTER SYRACUSE UTICA WATERTOWN

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Owner agrees to make available to Broker all data, records and documents pertaining to the Property, to allow Broker to show the Property at reasonable times and upon reasonable notice and to commit no act which might tend to obstruct Broker's performance hereunder.

In the event of a sale transaction, Owner will promptly, upon Broker's request, deposit in escrow all instruments necessary to complete the sale.

Owner agrees with and represents and warrants to Broker:

1. That, to the best of Owner's knowledge, there are no hazardous substances or wastes, oil, or any other contaminant or pollutant at or under the Property, and this warranty shall survive closing of any sale or lease transaction relating to the Property;
2. That he is the owner of record of the Property or has the authority to execute this Agreement and to sell and/or lease the Property listed above;
3. The accuracy of the information furnished herein or otherwise delivered to Broker by or on behalf of Owner with respect to the above-described Property;
4. To notify Broker within seven (7) days of any change in sale price, rentals and/or expenses of the Property; and
5. That Owner has not entered into any other agreement with respect to the listing, or the sale, lease or other transfer of the Property.

Owner authorizes Broker to place signs on the Property, to photograph the Property and use such photographs in connection with a sale or lease promotion and to otherwise advertise the Property. In the event Owner terminates this Agreement prior to the termination provided for above, in addition to Broker's other rights and remedies, Owner shall, on demand by Broker, pay to Broker all advertising, marketing, printing, signage and other expenses incurred by Broker in connection with this Agreement prior to such termination.

Owner shall refer to Broker all inquiries made of or to the Owner regarding the Property.

This Agreement constitutes the final and complete expression of the parties' understanding with respect to its subject matter and it supersedes all prior or contemporaneous discussions, understandings or agreements, all of which are merged into this Agreement. By executing this Agreement, Broker accepts the authorization provided for above.

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

RECEIPT OF A COPY HEREOF IS HEREBY ACKNOWLEDGE

AGREED:

BROKER

Pyramid Brokerage Company of Rochester, Inc.

OWNER

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

BY:

John J. Manilla
President

BY:

(NAME)
(TITLE)

DATE:

DATE:

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ALBANY BINGHAMTON BUFFALO CORNING HUDSON VALLEY ITHACA ROCHESTER SYRACUSE UTICA WATERTOWN

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ADDRESS

370 Woodcliff Drive
Fairport, NY 14450
PH: (585) 248-9426

ADDRESS

99 Medtech Drive, Suite 106
Batavia, NY 14020
PH: (585) 343-4866

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GCEDC

Jim Krencik, Director of Marketing & Communications

Board Meeting Report

March 4, 2021

Park Strategies – GCEDC Government Relations

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

Board Request: A renewal of services for the April 1, 2021 to March 31, 2022 period at the 2020 funding level of \$1,500 per month (\$18,000 annual). The contract's cost was anticipated and contained in the 2021 budget.

PARK STRATEGIES, LLC

February 22, 2021

VIA ELECTRONIC MAIL

Mr. Steve Hyde
President & CEO
Genesee County Economic Development Center
Dr. Bruce Holm Upstate MedTech Center
Batavia, New York 14020

Lobbying Services Agreement

Dear Mr. Hyde:

This Lobbying Agreement (hereinafter the "Agreement") is between Genesee County Economic Development Center ("Client") and Park Strategies, LLC ("Consultant") and relates to lobbying services rendered by Consultant on behalf of Client in New York State. Client hereby expressly authorizes Consultant to engage in lobbying activity on its behalf before the executive, and legislative branches and the administrative agencies of the governments of the city of New York and the State of New York, and its political subdivisions during the effective term of this Agreement.

The effective Term of this Agreement shall commence as of April 1, 2021 and shall continue through March 31, 2022. This term may be extended pursuant to the mutual written agreement of the parties. Consultant and Client shall each have the unilateral right to terminate this Agreement, for any reason whatsoever, upon (30) day notice to the other party.

In consideration of such aforementioned consulting and lobbying services to be rendered, Client shall pay to Consultant \$1,500.00 per month during the effective term of this Agreement. Said monthly fee shall be due and payable by the 1st day of each month following invoice by Consultant to Client, *with the exception of the first monthly fee, which is due upon the full execution of this Agreement.*

Client shall reimburse Consultant for any filing or registration fees that Client incurs in connection with registering as a lobbyist in connection with the services furnished under this Agreement. Such disbursements may be included on our regular invoice or submitted separately. Consultant reserves the right to terminate our representation of Client if any bill remains outstanding for more than thirty (30) days. Payment instructions will be provided along with this Agreement.

All information which the Consultant presently has or which may come into Consultant's possession during the engagement relative to the business activities of Client or its clients which is of a secret or confidential nature is and shall remain the property of Client. Consultant shall not, during the engagement or thereafter, disclose to others or use for the benefit of others or

itself any such information so long as such information is treated as secret or confidential by Client.

If Consultant shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Client, or by reason of any act occurring in connection with the provision of services hereunder, the Client shall indemnify and hold Consultant harmless against all judgments, settlements, penalties and expenses, including attorneys fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on Consultant in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and, at the election of Consultant, Client shall also defend Consultant.

In accordance with the New York State Lobbying Act, we are required to register this Agreement with the Joint Commission on Public Ethics. As a client retaining a lobbyist, you will be required to file Client Semi-Annual Reports with JCOPE during January and June of each year. Consultant will provide information and guidance to assist you in complying with your disclosure obligations at no additional cost. *We need to be in receipt of a fully executed Agreement before we are able to lobby on your behalf.*


This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

If the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

Genesee County Economic Development Center
Dr. Bruce Holm Upstate MedTech Center
99 MedTech Dr., Suite 106
Batavia, NY 14020

Park Strategies, LLC
101 Park Avenue, Suite 2506
New York, NY 10178

By: _____
Steve Hyde
President & CEO

By: 
Christopher D'Amato
EVP & General Counsel

Date: _____

Date: 02/22/2021



Local Construction Labor Policy

Project applicants (the “Company”), with projected / committed capital investment for facility construction of greater than or equal to \$5,000,000 (except solar projects as defined later), as a condition to receiving Financial Assistance (including a sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the “Agency”), will be required to utilize qualified Local Labor, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the “Project Site”). Solar projects in excess of 5 MW (AC) will be subject to the Local Construction Labor Policy as well.

Local Labor Defined

Local Labor is defined as individuals residing in the following Counties: Genesee, Orleans, Monroe, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua, Cattaraugus and Allegany (collectively, the “Local Labor Area”).

Local Labor Requirement

At least 90% of the total number of Project employees, excluding construction project management, of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively, the “Workers”) working on the Project Site must reside within the Local Labor Area. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Labor Area to qualify under the 90% local labor criteria.

It is understood that at certain times, Workers residing within the Local Labor Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Labor Requirement (the “Local Labor Waiver Request”) based on the following circumstances: (i) warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers; (ii) specialized construction for which qualified Local Labor Area Workers are not available; (iii) documented lack of Workers meeting the Local Labor Area requirement; or (iv) cost differentials in bids whereby use of local labor significantly increases the construction cost of the project. Prior to the granting of said waiver, the lowest bidding contractor which bid said construction project using local labor would have the right of first refusal to bid and match the lowest bid as a remedy to ensure compliance with this policy. Comprehensive documentation and justification will be required including documented evidence and verification by GCEDC staff or agents that the “right of first refusal” remedy has been effected unsuccessfully.

The GCEDC may require an outside consultant of their choosing be hired by the Project to assist in reviewing any waiver requests that may be submitted.

The Agency shall evaluate the Local Labor Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.

Local Labor Reporting Requirement

Companies authorized to receive Financial Assistance from the Agency will be required to file or cause to be filed a Local Labor Utilization Report (the "Report") on such form as made available by the Agency, and as directed by the Agency, which will identify, for each Worker, the city, town, or village and associated zip code that each such Worker is domiciled in. The Report shall be submitted to the Agency or its designated agents as follows: (i) immediately prior to commencement of construction activities; and (ii) on or by the next following quarterly dates of January 1, April 1, July 1, and October 1 and each quarterly date thereafter through the construction completion date.

The Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy the applicable books and records of the Company and to perform spot checks of all Workers at the Project site to verify compliance with the Local Labor Requirement throughout the construction period.

Enforcement

If Agency staff determines that: (i) the Local Labor Requirement is not being met; or (ii) upon use of its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Labor Requirement, then written notice delivered by Certified Mail of said Local Labor Requirement violation (the "Notice of Violation") shall be provided to the Company.

The Company shall have 10 business days thereafter to either:

- (i) provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement;
- (ii) submit the Local Labor Waiver Request as described above; or
- (iii) confirm in writing its inability to meet the Local Labor Requirement.

If the Company does not respond to the Agency's Notice of Violation, or if the Company confirms its inability to meet the Local Labor Requirement then the Agency shall immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project. If a Local Labor Waiver Request is submitted and the Agency declines to issue the requester waiver, then the Company shall have 10 business days after receipt of the notice of the waiver request denial to provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement. If the Agency does not receive such confirmation, the Agency shall then immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project.

| Revised 3/4/21

Mark Masse

**STAMP Committee
March 2, 2021**

Approval of purchase of 805 Lewiston Road

Discussion: During the course of finalizing the design and engineering of the 6 mgd water coming to the STAMP site from Niagara County, the hydraulic analysis stated that a pump station would be needed to keep the water moving at a sufficient pressure and that pump station would need to be located near the Genesee/Niagara County line. In analyzing the properties in the area, there was a very limited number of options as a lot of the land in that area is owned by the USFWS or NYSDEC, which would take years to secure and become costly for any potential wetland impacts. It was noticed that there was one residence, 805 Lewiston Road, that was currently listed for sale on Zillow. The list price was \$69,900, the GCEDC made an offer of \$52,500. The owner countered with \$57,500 which is what staff is seeking approval on today. The house is currently vacant.

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

Board Action Request: Approval of purchase of 805 Lewiston Road for STAMP.

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") was convened in public session at 99 MedTech Drive, Suite 106, Batavia, New York 14020, on March ____, 2021, at ____ pm local time.

The meeting was called to order by the _____ and, upon roll being called, the following members of the Agency were:

PRESENT:

Peter Zeliff, Chairman
Matthew Gray
Paul Battaglia
Craig Yunker
Todd Bender
Amy Vanderhoof
Chad Klotzbach

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

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

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

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

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

WHEREAS, the Agency is now considering whether to purchase the Property pursuant the Contract in relation to STAMP (the "Project"); and

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

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

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

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

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

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

WHEREAS, the Amended Findings Statement issued in 2020 included an analysis of the construction of a new water main (“Water Main”) of approximately 23,000 linear feet to be installed along the Lewiston Road right of way between the Genesee County line with Niagara County and the STAMP Site; and

WHEREAS, consistent with the STAMP 6 MDG Water Basis of Design Report (“Water BODR”) prepared by CPL dated June 2020, the acquisition of the Property will allow the Agency to locate a water pump station on the Property in order to service the STAMP Site; and

WHEREAS, the Agency concluded in the Amended Findings Statement issued in 2020 that the construction of the Water Main, along with the associated acquisition of land and development of related facilities, are adequately addressed in the STAMP Findings and STAMP GEIS; and

WHEREAS, the Agency has determined to acquire the Property for STAMP; and

WHEREAS, the Agency now desires to make its determination to proceed with the acquisition of the Property, all subject to the terms hereof; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

Section 1. The Agency hereby determines that the Project is consistent with the corporate purposes of the Agency, will preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of the Genesee County, New York, will improve their standard of living and will prevent unemployment and economic deterioration.

Section 2. Having considered the STAMP Findings and STAMP GEIS, and having considered the relevant environmental impacts, facts and conclusions relied upon to meet the requirements of 6 N.Y.C.R.R. § 617.11, and having weighed and balanced the relevant impacts with social, economic and other considerations, the Agency recertifies that:

(i) The requirements of 6 N.Y.C.R.R. Part 617 have been met; and

(ii) Consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the Project remains one which avoids or minimizes adverse environmental effects to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

Section 3. The Agency hereby ratifies, confirms and approves all actions heretofore taken by the Agency's President and Chief Executive Officer, Senior Vice President of Operations, Procurement Officer and the staff of the Agency with respect to the Project, including, without limitation, (a) the execution and delivery of any documents, instruments and agreements heretofore executed or delivered by the Agency related thereto, (b) those actions required to ensure full compliance with the requirements of the Act and applicable laws that relate to the Project, and (c) the appointment of the law firm of Phillips Lytle LLP, as Special Counsel to the Agency with respect to all matters in connection with the Project.

Section 4. The Agency hereby further determines to proceed with the Project and authorizes the Agency's Chairman, President and Chief Executive Officer, and the Senior Vice President of Operations, acting individually or jointly, to (a) negotiate, execute and deliver the Contract and all other documents, instruments and agreements as such officer(s) may deem advisable or necessary, which are not inconsistent with the intent and substance of this Resolution, to (i) acquire the Property, and (ii) pay, or finance the payment of the purchase price of the Property and all related costs (collectively, the "Project Documents"), the execution and delivery of such Project Documents by the Agency being on such terms and conditions as such officer(s) shall deem necessary or advisable, and (b) do all things necessary, convenient or appropriate for the accomplishment thereof. The execution and delivery of the Project Documents by any one of said officers shall be conclusive evidence of due authorization and approval. In addition, where appropriate, the Secretary (or Assistant Secretary) of the Agency is

hereby authorized to affix the seal of the Agency to any such Project Documents and to attest the same.

Section 5. The Agency hereby further authorizes the expenditure of up to \$7,250.00 of funds of the Agency with respect to services necessary to facilitate the acquisition of the Property, including but not limited to title examination, title insurance, recording fees and other closing costs, and legal fees.

Section 6. The Agency hereby determines that it has complied with its Procurement Policy and Guidelines (the "Policy"). The Center's Procurement Officer has determined that the Property is a "Sole Source Good or Service" as set forth in the Policy. Pursuant to Section 7.3(2) of the Policy, the Center hereby determines that the Property is such a Sole Source Good or Service and that procurement of same need not be pursuant to the Competitive Quotation process set forth in the Policy. The Procurement Officer has satisfactorily explained to the Center in Executive Session the procurement process undertaken in connection with the Contract, including the fact that the purchase price provided for in the Contract exceeds the fair market value of the Property due to, among others, the following factors: avoidance of the cost and delay of an eminent domain procedure, the value of the Property as part of the STAMP property assemblage, and the fact that acquisition will result in the displacement of the family currently living on the Property which family will have to establish a new household elsewhere.

Section 7. All covenants, stipulations, obligations and agreements of the Agency contained in this Resolution and contained in the Project Documents shall be deemed to be the covenants, stipulations, obligations and agreements of the Agency to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Agency and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Agency or the members thereof by the provisions of this Resolution and the Project Documents shall be exercised or performed by the Agency or by such members, officers, board or body as may be required by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in any of the Project Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity, and neither the members of the Agency nor any officer executing any of the Project Documents shall be liable personally on any of the Project Documents or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 8. The officers, employees and agents of the Agency are hereby authorized and directed, acting individually or jointly, for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Project Documents, to execute and deliver all such additional certificates, instruments, agreements 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, convenient or appropriate to effect the

purposes of this Resolution and to cause compliance with all of the terms, covenants and provisions of the Project Documents to which the Agency is a party or which are binding on the Agency.

Section 9. The Agency recognizes that due to the unusual complexities of the Project it may become necessary that certain of the terms approved hereby may require modifications which will not affect the intent and substance of the authorizations and approvals by the Agency herein. The Agency's Chairman, President and Chief Executive Officer, and the Senior Vice President of Operations, acting individually or jointly, are hereby authorized to approve modifications to the terms approved herein which are not inconsistent with the intent and substance of this Resolution, such approval to be conclusively evidenced by the execution by any one of such officers of documents, instruments or agreements containing such modifications.

Section 10. The Chairman, President and Chief Executive Officer, and the Senior Vice President of Operations, acting individually or jointly, are hereby authorized to do such further things or perform such further acts as may be necessary, convenient or appropriate to implement the provisions of this Resolution.

Section 11. This Resolution shall take effect immediately.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zeff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul J. Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Amy Vanderhoof	[]	[]	[]	[]
Chad Klotzbach	[]	[]	[]	[]

The Resolution was thereupon duly adopted.

CERTIFICATION

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

I, the undersigned [Asst.] Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on March ____ 2021, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, except for the Executive Session, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting and said Executive Session.

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 rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ____ day of March, 2021.

Secretary

Review of Purchase and Sale Agreement for STAMP Property

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

Fund Commitment: Legal fees to Harris Beach not to exceed \$25,00.00 based on time and billing for the transaction.

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

AUTHORIZING RESOLUTION

(Purchase and Sale of Real Property – Plug Power Inc.)

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

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

Resolution No. ___/2021 - _____

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

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

WHEREAS, among other property, the Agency owns approximately 97.7 acres of vacant land located at Crosby Road, in the Town of Alabama, Genesee County, New York designated with tax account number 10.-1-42 and approximately .87 acres of vacant land located at Crosby Road, in the Town of Alabama, Genesee County, New York designated with tax account number 10.-1-41 (together, the "Primary Land"); and

WHEREAS, **PLUG POWER INC.** and its permitted assigns (the "Company") has offered to purchase a portion of the Primary Land (29.884± acres) in connection with a certain project to be undertaken by the Company (the "Project") thereon pursuant to the terms and conditions of that certain Purchase and Sale Agreement, the form of which is attached hereto as Exhibit A (the "Purchase and Sale Agreement"); and

WHEREAS, among other property, the Agency also owns approximately 182.1 acres of vacant land located at Judge Road, in the Town of Alabama, Genesee County, New York designated with tax account number 10.-1-43.12 (the "Judge Road Land"); and

WHEREAS, the Company also wishes to enter into a Right of First Refusal with regard to the potential purchase of a portion of the Judge Road Land (26.764± acres; the "ROFR Land" and

together with the Primary Land, the "Land") in connection with the Project and pursuant to the terms and conditions of the Purchase and Sale Agreement; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act ("SEQR") the Agency, in conjunction with the Genesee Gateway Local Development Corporation ("GGLDC"), as lead agency pursuant to SEQR, has reviewed the Project proposed upon the acquisition of the Primary Land and the potential acquisition of the ROFR Land as set forth in the Purchase and Sale Agreement, which is a Type I action, and has determined that the Project has met the requirements of 6 N.Y.C.R.R. Part 617 and consistent with the social, economic and other essential considerations from among reasonable alternatives available, the Project avoids or minimizes adverse environmental effects to the maximum extent practicable and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable all as more specifically set forth in that certain resolution of the Agency pursuant to SEQR certified by the Secretary of the Agency on February 4, 2021 and attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Agency desires to adopt a resolution authorizing (i) the sale of the Primary Land to the Company (ii) the execution of the Purchase and Sale Agreement, (iii) the granting of the Right of First Refusal with respect to the ROFR Land, and (iv) execution of deed(s) and other related documents in connection with the purchase and sale of the Primary Land and the granting of a Right of First Refusal with respect to the ROFR Land (the "Closing Documents"); and

WHEREAS, the Purchase and Sale Agreement in connection therewith has been negotiated and is presented to this meeting for approval and execution.

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

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Agency is hereby authorized to sell the Primary Land to the Company and grant a Right of First Refusal with respect to the ROFR Land pursuant to the terms and conditions of the Purchase and Sale Agreement.

Section 3. The Chairman, Vice Chairman, President/CEO and/or Senior Vice President of Operations of the Agency are hereby authorized to execute the Purchase and Sale Agreement and the Closing Documents in connection with the closing of the purchase and sale of the Primary Land and the granting of the Right of First Refusal with respect to the ROFR Land.

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. Harris Beach PLLC shall be entitled to attorney fees, exclusive of third party costs (i.e. recording costs, survey, etc.) not to exceed \$25,000.00 based upon time and billing and subject to no title, governmental approval and/or environmental issues and no litigation arising in connection with the purchase and sale of the Land.

Section 6. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION

(Purchase and Sale of Real Property – Plug Power Inc.)

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 _____, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this _____ day of _____, 2021.

Secretary

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EXHIBIT A

Form of Purchase and Sale Agreement

(Attached Next Page)

**PURCHASE AND SALE CONTRACT ("Contract")
FOR VACANT LAND**

Contract Date: _____, 2021

PURCHASER(S): **Plug Power Inc.**, a Delaware corporation with an address at 968 Albany Shaker Road, Latham, New York 12110, or its Permitted Assigns

SELLER(S): **Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center**, a New York public benefit corporation with an address at 99 MedTech Drive, Batavia, NY 14020

Purchaser offers to purchase the property described below from Seller, and on the Date of Acceptance Seller agrees to sell the property described below to Purchaser, on the following terms:

1. PROPERTY DESCRIPTION: Part of land owned by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, approximate size of 29.884 acres. The land included in the sale is depicted per attached Exhibit "A" and consists of tax parcel 10.-1-41 and part of 10.-1-42 (tax parcel 10.-1-42 to be subdivided at Seller's sole cost and expense) situated in the Town of Alabama (the "Land"). The actual acreage to be purchased by the Purchaser from the Seller shall be determined based on an accurate survey of the Land to be paid for by the Seller, and approved by Purchaser, pursuant to this Contract. The Property consists of (a) the Land, (b) all improvements, fixtures and attachments located on the Land, if any, (c) all rights, privileges, easements and appurtenances related thereto, and (d) any permits, approvals or other rights relating to the ownership, use and operation of the Land and improvements, fixtures and attachments located on the Land.

1.A RIGHT OF FIRST REFUSAL. Seller also grants Purchaser a right of first refusal to purchase the land described in Exhibit "B" (the "ROFR Land") together with all improvements, fixtures and attachments located on the ROFR Land, if any, all rights, privileges, easements and appurtenances related thereto, and any permits, approvals or other rights relating to the ownership, use and operation of the ROFR Land and improvements, fixtures and attachments located on the ROFR Land (collectively, the "ROFR Property"). If at any time during the ROFR Term (defined below) Seller receives a bona fide purchase offer for all or any portion of the ROFR Property on terms acceptable to Seller and the Seller intends to accept such offer (the "Third Party Offer") and the Seller conditionally accepts such offer subject to this ROFR, Seller will give a complete written copy of the Third Party Offer to Purchaser. Purchaser will have the right to elect to purchase the ROFR Property that is the subject of the Third Party Offer at the price and on the terms contained in the Third Party Offer by written notice to Seller given within fifteen (15) days after Purchaser's receipt of the Third Party Offer. If Purchaser fails to elect to purchase the ROFR Property that is the subject of the Third Party Offer within such fifteen (15) day period, Seller shall be free to sell the ROFR Property that was the subject of the Third Party Offer to the purchaser identified in the Third Party Offer for a purchase price of not less than 90% of the purchase price set forth in the Sale Notice and otherwise upon the terms and conditions set forth in the Third Party Offer (or other terms and conditions no more favorable to the purchaser). In all other events, Seller must again comply with the provisions of this Section 1.A before selling such ROFR Property to any party. Notwithstanding the foregoing, Seller's right of first refusal

under this Section 1.A shall only apply to any Third Party Offer received by Seller during the twelve year period following the anniversary of the Closing Date (the "ROFR Term"). Any exercise of Purchaser's ROFR shall be accompanied by payment of a deposit, if any, as provided for in the Third Party Offer submitted to the Seller. On the expiration of the ROFR Termination Date, the ROFR, and any and all rights hereunder, shall automatically terminate and Seller may record, in the office of the clerk of the county where the Land is located, a statement under oath that the ROFR has terminated. The recording of such a statement shall be conclusive proof that the ROFR has terminated and is of no further force and effect.

2. PRICE; AMOUNT AND HOW IT WILL BE PAID: The purchase price to be paid by the Purchaser to the Seller (the "Purchase Price") shall be \$70,000 per acre with a maximum purchase price of \$2,091,880 and the maximum purchase price shall apply if the size of the Property exceeds 29.884+/- acres based on the updated survey to be provided by the Seller to the Purchaser provided said difference is less than .5 acres.

The Purchaser shall receive a credit at closing for any deposit made hereunder. The balance of the Purchase Price, as adjusted pursuant to this Contract, shall be paid as follows: (Check and complete applicable provisions.)

- (A) By official bank draft, wire or certified check at closing.
 (B) Other

3. CONTINGENCIES: Purchaser makes this offer subject to the contingencies set forth in this Section 3 of the Contract. If any of these contingencies have not been satisfied or waived by the last day of the month that is six (6) months after the Date of Acceptance (as hereinafter defined) (as extended pursuant to this Contract, the "Contingency Period") to the satisfaction of the Purchaser, then the Purchaser shall have the right at its sole discretion to cancel this Contract or to extend the Contingency Period for an additional two (2) months by providing the Seller with written notice of the extension of the Contingency Period so long as the such notice is provided to the Seller prior to the expiration of the initial six (6) month Contingency Period. If the Contingency Period expires (including an extension of the Contingency Period as exercised by the Purchaser pursuant to the preceding sentence), then either Purchaser or Seller may cancel this Contract by written notice to the other. If Purchaser shall not have notified Seller of its satisfaction of the contingencies set forth in this Section 3 of the Contract prior to the expiration of the Contingency Period (including any extension by the Purchaser), then the Contingency Period shall be extended until the fifth (5th) business day following Purchaser's receipt of Seller's written notice requesting Purchaser to waive the contingency set forth herein and to proceed to closing. Should Purchaser fail to waive this contingency at the end of the Contingency Period, as extended per the preceding sentence, this contingency shall be deemed to have not been satisfied and the Contract shall terminate and neither party shall have any further liability hereunder. Subject to Section 16 of the Contract, the Seller expressly agrees to allow Purchaser and/or its agents, consultants and employees with access to the Property for the purpose of any testing activities the Purchaser determines are necessary during the contingency periods as defined in this Section 3 of the Contract. (Check and complete applicable provisions.)

(A) **Development Approvals.** This offer and Purchaser's obligations are contingent upon Purchaser obtaining all requisite approvals and permits, exclusive of a building permit, from any governing body having jurisdiction with respect to the construction, development and use of the Property for the Purchaser's intended use of the Property as a green hydrogen production facility of a size, capacity and

other characteristics satisfactory to Purchaser (the "Required Approvals"). Purchaser shall have until the last day of the Contingency Period, to obtain the Required Approvals in final, non-appealable form, upon conditions acceptable to the Purchaser, in its sole discretion. Purchaser and Seller agree to make joint application(s) during the Contingency Period and diligently pursue such application(s) in a cooperative manner.

X (B) **Subdivision / Land Separation Approval.** This offer and Purchaser's obligations are contingent upon Seller obtaining all requisite approvals from any governing body having jurisdiction for subdivision or land separation approval of the Property (the "Subdivision Approval"). Purchaser and Seller agree to promptly make joint application for Subdivision Approval and diligently pursue the application. The final approval, upon conditions acceptable to Purchaser and Seller, shall be obtained on or before the last day of the Contingency Period. This offer and Purchaser's obligations are also contingent upon Seller obtaining approval of the Land to be designated as a separate tax parcel for real estate taxes which shall be effectuated upon the filing of the subdivision plat map.

X (C) **Financing Contingency.** This offer and Purchaser's obligations are subject to Purchaser obtaining and accepting financing suitable to its intended use, in its sole discretion, during the Contingency Period. For purposes of the Financing Contingency, acceptable financing shall include, but not be limited to assistance, if any, from the Genesee County Industrial Development Agency (the "GCIDA") for property tax abatement, mortgage tax exemption and such other governmental incentives and grants that the Purchaser determines are necessary, in its sole discretion.

- (D) **[Intentionally Omitted]**

X (E) **Environmental Contingency.** This Contract and Purchaser's obligations are expressly subject to the completion of an environmental audit to the satisfaction of the Purchaser, including a Phase I Environmental Site Assessment at Purchaser's expense, within the Contingency Period, and the results of such environmental audit being satisfactory in the Purchaser's sole discretion. The Seller shall provide the Purchaser with complete copies of any documentation it possesses relating to the environmental conditions of the Premises upon request.

X (F) **Project Level Contingencies.** (notate below as identified and agreed)

This offer, and Purchaser's obligations, are subject to an executed substation development agreement between Purchaser, Seller and NYPA in form and substance satisfactory to Purchaser.

This offer, and Purchaser's obligations, are subject to the Title Company agreeing to insure title to the Real Property, at Purchaser's sole cost and expense, in an amount not less than the Purchase Price by standard ALTA Forms and at ordinary premiums, free and clear of all encumbrances and other matters other than Permitted Exceptions, in the name or Purchaser (or its designee) after delivery of the Deed, which title insurance policy shall contain such affirmative insurance and endorsements as Purchaser shall reasonably require.

This offer, and Purchaser's obligations, are subject to all representations and warranties of Seller in this Agreement being true when made and as of the Closing Date.

This offer, and Purchaser's obligations, are subject to: (1) following the date of the Title Evidence, there shall have occurred no change in (i) the marketability of title, (ii) title to the Property or survey matters not previously disclosed in the Title Evidence, or (iii) any other fact or condition which would,

in Purchaser's reasonable judgment, prohibit or impair the development, maintenance and operation of the Property green hydrogen production facility of a size, capacity and other characteristics satisfactory to Purchaser with direct, contiguous access (ingress and egress) from and to the Land and the adjacent public ways and necessary infrastructure; and (2) no reports or studies obtained by Purchaser disclosed the presence of threat of Hazardous Materials at, or in the vicinity of, the Property; and (3) Seller having performed all covenants and obligations required by this Agreement to be performed by Seller on or prior to the Closing Date. Items (1)(iii) and (2) shall either be deemed either satisfied or waived by Purchaser on or before the expiration of the Contingency Period should the Purchaser fail to exercise its right to terminate this Contract prior thereto.

At expiration of the Contingency Period, as may be extended as set forth herein, the Deposit shall become non-refundable in the event Purchaser breaches its obligation to close but applicable to the Purchase Price in the event the transaction closes.

Purchaser may elect, in its sole and absolute discretion, but shall not be obligated to, to waive any contingencies set forth in this Agreement.

4. CLOSING DATE, PLACE, AND POSSESSION: Transfer of title shall take place at the Genesee County Clerk's Office or at the offices of the Seller's attorney on the date selected by Purchaser and set forth in the a written notice to Seller which is no less than ten (10) days after delivery of such notice to Seller (the "Closing Date"); provided that Closing Date designated by Purchaser is no later than the date that is *[thirty (30)]* days following the last day of the Contingency Period (or, if such day is not a business day, the first business day following such date prior to _____, 2021). Notwithstanding the foregoing, Purchaser may elect by delivering notice to Seller to conduct the transfer of title and delivery of the balance of the Purchase Price (the "Closing") through an escrow with the title insurance company selected by Purchaser to insure the Property (the "Title Company") so that it will not be necessary for any party to physically attend the Closing (in which event the items to be delivered by Seller or Purchaser in accordance with this Contract for Closing shall be delivered to Title Company on or before the Closing Date).

5. TITLE AND RELATED DOCUMENTS: Seller shall provide the following documents in connection with the sale:

- A. **Deed.** Seller will deliver to Purchaser at closing a properly signed and notarized Bargain and Sale Deed with covenant against grantor's acts and subject to trust fund provisions of Section 13 of the Lien Law, in form and substance reasonably satisfactory to the parties.
- B. **Bill of Sale and General Assignment.** Seller will deliver to Purchaser at closing a properly signed bill of sale and general assignment instrument transferring all of Seller's right, title and interest in any Property other than the Land, in form and substance reasonably satisfactory to the parties.
- C. **Abstract, Bankruptcy and Tax Searches.** Seller will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days from the Contract Date, at Purchaser's expense, fully guaranteed tax, title and United States Court Searches dated or re-dated after the date of this Contract with a local tax certificate for Town, Village or City and School District taxes, if any (collectively, with the Instrument Survey Map, the "Title Evidence"). Purchaser will pay for continuing such searches to and including the day of closing.

- D. **Instrument Survey Map.** The Seller shall furnish at Seller's cost an instrument survey of the Property being purchased and shall have markers placed on the angle points and pins on the corners ("the Instrument Survey Map"). The Instrument Survey Map shall be prepared by a licensed surveyor and dated or re-dated after the date of this Contract. The Instrument Survey Map shall show acreage inclusive of the rights of way, if any, show all recorded encumbrances, meet all of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and be certified as an ALTA/NSPS survey, and shall be furnished to the parties and their attorneys within thirty (30) calendar days from the date of this Contract. The Instrument Survey Map shall be certified to meet the standard requirements of the Genesee County Bar Association and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the Property is located.
- E. **Corporate Documents.** Seller will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days before the Closing Date, at Seller's expense, a current Certificate of Good Standing and shall deliver at or prior to Closing evidence reasonably satisfactory to Purchaser and the Title Company of Seller's authority to convey the Property.
- F. **Tax Bills.** Seller shall furnish copies of receipted real estate tax bills for the Premises for the past twelve (12) months within twenty (20) calendar days from the Date of Acceptance.
- G. **Intentionally Omitted.**
- H. **Business Park Estoppel.** Seller shall deliver an estoppel certificate dated no earlier than ten days prior to Closing from the association or community or other organization constituting the Business Park certifying (a) that neither Seller nor the Property is in default under the documents creating, governing or relating to the Business Park, (b) the amount of the common area charges, association fees or other community fees or assessments for the Property, and (c) that all outstanding common area charges, association fees or other community fees or assessments have been paid in full.
- I. **Notice of Right of First Refusal.** Seller will deliver to Purchaser at closing a properly signed and notarized Memorandum of Right of First Refusal.
- J. **Other Closing Documents.** Seller shall deliver such other documents or items reasonably necessary to facilitate the Closing, including customary affidavits sufficient for the Title Company to delete any exceptions for parties in possession, mechanics' or materialmen's liens or other items which do not constitute Permitted Exceptions from Purchaser's title insurance policy.
- K. **Other Documents.** Seller shall also furnish copies of all appraisals, plans, drawings, specifications, environmental impact statements and other written documentation affecting or relating to the Property, within twenty (20) days of the Date of Acceptance.

6. **MARKETABILITY OF TITLE:**

- A. The deed and other documents delivered by Seller shall be sufficient to convey good marketable title to the Property in fee simple, free and clear of all liens and encumbrances. However, Purchaser agrees to accept title to the Property subject to: (i) restrictive covenants of record common to the tract or subdivision of which the Property is a part, provided these

restrictions have not been violated and would not be violated by the Purchaser's anticipated improvements or uses; (ii) the lien of current real estate taxes not due and payable; and (iii) public utility easements along lot lines as long as the Purchaser has determined those easements do not interfere with any buildings now on the Property or with any improvements Purchaser may construct (the "Permitted Exceptions"). Seller agrees to furnish any documents required by federal or state laws for transfer of title to real property.

B. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED BY SELLER IN "AS-IS" CONDITION, AND THAT PURCHASER IS BUYING THE PROPERTY BASED SOLELY ON PURCHASER'S KNOWLEDGE OF THE PROPERTY AND NOT IN RELIANCE ON ANY REPRESENTATION MADE BY SELLER OR ANY EMPLOYEE OR AGENT OF SELLER, EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN THIS CONTRACT. SELLER EXPRESSLY DISCLAIMS, AND PURCHASER ACKNOWLEDGES SUCH DISCLAIMER OF ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL CONDITION OR ENVIRONMENTAL COMPLIANCE OF THE PROPERTY NOT EXPRESSLY SET FORTH HEREIN. THE REPRESENTATIONS AND DISCLAIMER CONTAINED IN THIS CONTRACT SHALL SURVIVE CLOSING.

7. OBJECTION TO TITLE: If Purchaser raises a valid written objection to Seller's title, other than Permitted Exceptions, within thirty (30) days of receipt of all Title Evidence, which indicates that the title to the Property is unmarketable or is subject to any encumbrances or restrictions not constituting Permitted Exceptions, Seller may cancel this Contract by giving prompt written notice of cancellation to Purchaser and Purchaser's Deposit shall be returned. However, if Seller is able to and agrees in writing to cure the title objection on or before the Closing Date, then this Contract shall continue in force until the closing date, subject to the Seller curing the title objection at Seller's expense. If Seller fails to cure the title objection on or before the Closing Date, Purchaser may cancel this Contract by giving prompt written notice of cancellation to Seller, Purchaser's Deposit shall be returned and the parties shall have no further obligation to one another except for those obligations which explicitly survive termination of this contract.

8. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAXES AND CLOSING ADJUSTMENTS: Seller will pay the real property transfer tax and real property gains tax, if applicable. Purchaser will pay for recording the deed and the mortgage, and for the entire mortgage tax subject to any terms contained in an incentive package, if any, from GCIDA. The parties agree to cooperate in the execution and timely filing of all necessary documentation to determine any real property transfer gains tax. The following, as applicable, will be prorated and adjusted between Seller and Purchaser as of the date of closing, excluding any delinquent items, interest and penalties: current taxes or special district fees computed on a fiscal year basis, rent payments, fuel oil on the Property, water charges, pure water charges, sewer charges, current common charges or assessments. If there is a water meter at the Property, Seller shall furnish an actual reading to a date not more than 30 days before the closing date set forth in this Contract. At closing, the water charges and any sewer rent shall be apportioned on the basis of such actual reading.

9. ZONING: Seller represents that the Property is zoned for use as a Technology District I which allows for Technology Manufacturing defined as follows:

Technology Manufacturing: Establishments engaged in the use, research and development, demonstration, manufacturing and/or distribution of advanced technologies in modern industries such as energy, communications, information and computing technologies, pharmaceuticals and life sciences, including but not limited to semiconductors and semiconductor devices, computing technology and data centers, flat panel display technology and components including light emitting diodes and liquid crystal display, renewable energy, solar photovoltaics, and any related enabler technologies that employ advanced manufacturing techniques and/or resources such as micro-technology or nanotechnology or other manufacturing, industrial or commercial uses appropriate to STAMP.

Based on the Purchaser's intended use as of the Land as a Hydrogen Production Facility, as described in their Application for Financial Assistance to the Seller, is a permitted use.

10. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Purchaser may cancel this Contract without any further liability to Seller. If Purchaser does not cancel but elects to close, then Seller shall transfer to Purchaser any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

10.A CONDEMNATION. If, prior to the Closing Date, any portion of or interest in the Property shall be taken or is in the process of being taken by exercise of the power of eminent domain, or if any governmental authority notifies Seller prior to the Closing Date of its intent to take or acquire any portion of or interest in the Property (each a "Taking"): (a) Seller shall promptly give Purchaser written notice of such event; and (b) Purchaser shall have the option to terminate this Agreement by providing notice to Seller to such effect on or before the date which is sixty (60) days from Seller's notice to Purchaser of such Taking (and, if the Closing is scheduled to occur prior to the expiration of such sixty (60) day period, Purchaser shall have the right to an extension to the date that is sixty (60) days following Seller's notice to Purchaser of such Taking in order to make its election). If Purchaser elects to terminate in accordance with this Section, Escrow Agent shall return the Deposit to Purchaser, this Agreement shall terminate, and neither Seller nor Purchaser shall have any recourse against the other (except to the extent such recourse arises in connection with a provision of this Agreement which is intended to survive termination). If Purchaser does not timely notify Seller of its election to terminate this Agreement in the event of a Taking, Purchaser shall purchase the Property and pay the Purchase Price, and Seller shall pay over or assign to Purchaser on delivery of the Deed, awards recovered or recoverable by Seller on account of such Taking.

11. DEPOSIT TO SELLER: Purchaser shall make a \$62,750.00 deposit ("Deposit") upon signing of the contract to be held in escrow by Seller's attorney Harris Beach PLLC, 99 Garnsey Road, Pittsford, NY 14534. Such Deposit shall be refundable until the expiration of the Contingency Period, as may be extended as set forth herein, at which time it shall become non-refundable unless the Closing fails to occur for any reason other than the default of Purchaser and shall be credited against the Purchase Price at Closing. Should this Contract be terminated by Purchaser prior to the expiration of the Contingency Period, as may be extended as set forth herein, the Deposit shall be refunded to the Purchaser. In the event of Seller's default under this Purchase and Sale Contract, the Deposit shall be paid to the Purchaser as its sole and exclusive remedy.

By signing a copy of this Agreement, Harris Beach PLLC ("Escrow Agent") agrees to be bound by the terms of this Section 11. The Deposit shall be held by Escrow Agent and disbursed in accordance with the following terms:

(a) Escrow Agent shall invest the Deposit in an interest bearing account at a federally insured bank. The interest earned on the Deposit, if any, shall be held with the Deposit and applied as set forth below.

(b) Escrow Agent will deliver the Deposit to Seller or to Purchaser, as the case may be, under the following conditions:

(i) To Seller on the Closing Date if the Closing occurs, with all interest earned thereon credited against the balance of the Purchase Price due from Purchaser to Seller at Closing (or, at Seller's election, if such amount is not credited against the balance of the Purchase Price due from Purchaser to Seller at Closing, the interest shall be delivered to Purchaser by check at Closing);

(ii) Subject to the provisions of subparagraph (c) hereof, to Seller upon receipt of written demand therefor, such demand stating that Seller is entitled to the Deposit or any portion thereof pursuant to this Agreement and specifically setting forth the facts and circumstances underlying the same; or

(iii) Subject to the provisions of subparagraph (c) hereof, to Purchaser upon receipt of written demand therefor, such demand stating that Purchaser is entitled to the Deposit (except for the Independent Consideration) or any portion thereof pursuant to this Agreement and specifically setting forth the facts and circumstances underlying the same.

(c) Upon the filing of a written demand for Deposit by Purchaser or Seller pursuant to subsections (ii) or (iii) of subparagraph (b) of this Section, Escrow Agent shall promptly deliver or mail a copy thereof to the other party. The other party shall have the right to object to the delivery of the Deposit by filing written notice to such objection with Escrow Agent at any time within ten (10) business days after the delivery of such copy to it, but not thereafter. Such notice shall set forth the basis for objecting to the delivery of the Deposit. Upon receipt of such notice, Escrow Agent shall promptly deliver or mail a copy thereof to the party who filed the written demand.

(d) In the event that Escrow Agent shall have received the notice of objection provided for in clause (c) above and within the time therein prescribed, Escrow Agent shall continue to hold the Deposit until (i) Escrow Agent receives written notice from Seller and Purchaser directing the disbursement of said Deposit, in which case, Escrow Agent shall then disburse said Deposit in accordance with said direction, or (ii) in the event of litigation or any other action between Seller and Purchaser, Escrow Agent shall deliver the Deposit to the court in which said litigation, or the court or other forum in which the action is pending, or (iii) Escrow Agent takes such affirmative steps as the Escrow Agent may, in the Escrow Agent's reasonable opinion, elect in order to terminate the Escrow Agent's duties including, but not limited to, deposit in court and an action for interpleader, the costs thereof to be borne by whichever of Seller or Purchaser is the losing party.

(e) Escrow Agent shall comply with all reporting requirements under the Internal Revenue Code of 1986, as amended, or any other legal requirement. Escrow Agent shall not charge a fee for its services as Escrow Agent. Notwithstanding the foregoing, in the event Escrow Agent shall deposit the

Deposit in court in an action for interpleader, the non-prevailing party in such action shall be required to pay Escrow Agent's reasonable legal fees and court costs in connection with such action.

(f) Purchaser acknowledges that Harris Beach PLLC is currently representing Seller as legal counsel in connection with the transactions contemplated by this Contract. Neither the agreement by the parties hereto that Harris Beach PLLC shall act as Escrow Agent, nor any other term of this Contract, nor any other agreement or understanding between or among the parties hereto shall prevent or inhibit, or be construed or interpreted so as to prevent or inhibit, Harris Beach PLLC from serving at any time as legal counsel to Seller or any agent or affiliate of Seller, whether in connection with this Contract or otherwise. Escrow Agent shall be responsible for holding, and disbursing the Escrow Funds pursuant to this Contract, but in no event shall it be liable for any exemplary or consequential damages hereunder when its acts, taken or omitted, are in good faith. The duties and responsibilities of Escrow Agent hereunder shall be determined solely by the express provisions of this paragraph 11 and no other or further duties or responsibilities shall be implied. Escrow Agent shall not have any liability under, nor duty to inquire into the terms and provisions of any agreement or instructions, other than outlined in this paragraph 11.

12. REAL ESTATE BROKER: Seller and Purchaser acknowledge that no broker brought about this transaction. Seller and Purchaser warrant and represent that they have not dealt with any other brokers in connection with the sale embraced in this Contract and agree to indemnify and hold each other harmless from the claims of any other brokers for commissions.

13. RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT; ASSIGNABILITY: If more than one person signs this Contract as Purchaser, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Purchaser in this Contract. If more than one person signs this Contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. Purchaser shall not have the right to assign its rights, duties and obligations pursuant to this Contract or any of its rights hereunder without prior written consent of Seller, which consent shall not be unreasonably conditioned, withheld or delayed; provided, however, Purchaser shall be permitted to assign this Contract to an affiliate, parent or subsidiary of Purchaser herein ("Permitted Assigns") without obtaining Seller's consent so long as the Purchaser named herein remains fully responsible for the performance of all of Purchaser's obligations under this Agreement. No assignment shall be effective unless and until Purchaser provides Seller with a notice of assignment together with a copy of the applicable assignment and assumption agreement.

14. ENTIRE CONTRACT: This Contract when signed by both Purchaser and Seller will be the record of the complete agreement between the Purchaser and Seller concerning the purchase of the Property. No verbal agreements or promises made by either the Seller or the Purchaser shall be binding.

15. NOTICES. All notices under this Contract shall be in writing and shall be deemed validly given if sent by certified mail or by overnight delivery via a commercial courier to the addresses specified below or if sent by e-mail to the e-mail address below by either party or its counsel. Any notice issued by or on behalf of the Seller or Purchaser with respect to this Contract must also simultaneously be provided to the counsel for the receiving party to be effective as follows:

Seller:

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

Attn: Steven G. Hyde, President and CEO

99 MedTech Drive

Suite 106

Batavia, New York 14020

E-Mail: _____

Counsel for Seller:

F.L. Gorman, Esq.

Harris Beach PLLC

99 Garnsey Road

Pittsford, New York 14534

Tel: 585.419.8628

Fax: 585.419.8816

E-mail: flgorman@harrisbeach.com

Purchaser:

Plug Power Inc.

968 Albany Shaker Road

Latham, NY 12110

Attention: _____

E-Mail: _____

with a copy to:

Gerard Conway, Esq

VP, General Counsel and Corp Secretary

Plug Power Inc.

968 Albany Shaker Road

Latham, NY 12110

518-782-7700 x 1376

E-Mail: gconway@plugpower.com

Counsel for Purchaser:

Goodwin Procter LLP

100 Northern Avenue

Boston, MA 02210

Attn: Bruce Tribush, Esq.

Tel: (626) 570-1959

E-Mail: btribush@goodwinlaw.com

Any notice so delivered shall be deemed given (i) when delivered or refused by hand during regular business hours, (ii) three (3) days after being sent by United States registered or certified mail, (iii) the next business day if sent by overnight courier service, or (iv) when sent if sent by e mail. Any notice

given by a party to Escrow Agent shall be simultaneously given to the other party. Any notice given by a party to the other party relating to its entitlement to the Deposit shall be simultaneously given to the Escrow Agent. Any party may change its address(es) for receiving notices hereunder by delivering ten (10) days' prior written notice to Escrow Agent and the other party in accordance with this Section.

16. ACCESS TO PROPERTY/DUE DILIGENCE. At any time after the date upon which this Contract is executed by both Purchaser and Seller ("Date of Acceptance"), Purchaser may inspect, survey, examine and/or test the Property and conduct such tests thereon as it deems appropriate, including any such non-invasive inspection, surveying, examination, and/or testing required to conduct such activities in support of locating the planned economic development project at the site to and including any activities necessary for the SEQR process, by agent or otherwise. Purchaser acknowledges and agrees that it shall have no right to conduct drilling, soil boring or other invasive testing on the Property without first obtaining Seller's prior written consent, which consent shall be exercised in Seller's sole and absolute discretion and shall be predicated upon Purchaser presenting Seller with a detailed map of the location of where such invasive testing shall be conducted, a description of the nature of such invasive testing and whatever environmental or engineering reports upon which Purchaser is basing its request for such drilling, soil boring or other invasive testing. Purchaser and/or its agents and employees shall have access to the Property at any reasonable time for purposes of making the foregoing inspections on prior reasonable notice to Seller. Unless otherwise agreed to in writing between the Purchaser and Seller, Purchaser shall bear all costs associated with the foregoing inspections and associated activities of the Property performed or conducted by Purchaser, or at the request of Purchaser, by its agent(s) or otherwise. Purchaser agrees to indemnify, defend and hold Seller harmless from all actual suits, causes of action, losses, payments and expenses (including, but not limited to, reasonable attorneys' fees) arising from: (a) any personal injury or property damage to the extent caused by the negligence of Purchaser and/or its representatives, agents, employees and contractors during the inspection of the Property; and (b) any and all mechanics', laborers', materialmen's or other liens asserted against the Property resulting from Purchaser's foregoing inspections, which indemnity shall survive closing or the earlier termination of this Contract. Purchaser agrees to return the Property in as near as possible its condition prior to Purchaser's entry thereon.

17. INTEREST IN PROPERTY. Except for the Seller, there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof. Any possessions, occupancy and/or possessory rights of any persons other than Seller, shall be terminated by Seller on or prior to the closing date.

18. COMMON AREA CHARGES; COMMUNITY FEES. The common area charges, association fees or other community fees or assessments (including, but not limited to, any charges, dues or fees due in connection with the Business Park) shall not exceed five thousand Dollars (\$5,000) annually. Seller represents and warrants that all documents creating, governing or relating to the association or community or other organization constituting the Business Park are listed in Exhibit "C" and that true, correct and complete copies thereof have been delivered to Purchaser.

19. APPLICABLE LAW. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York. The parties further agree that for the purposes of litigation arising between the parties, venue shall be laid in Genesee County Supreme Court. The prevailing party shall be entitled to attorney fees.

20. **COUNTERPARTS.** This Contract may be signed in several counterparts, and/or by execution of counterpart signature pages which may be attached to one or more counterpart, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Contract. Any counterpart delivered by electronic mail or facsimile transmission shall have the same force and effect as an original thereof.

21. **AUTHORITY.** Purchaser certifies to Seller that the execution, delivery and performance by Purchaser of this Contract and the performance of the Purchaser of the transactions contemplated hereunder have been duly authorized by Purchaser and that the individual signing this Contract on behalf of Purchaser has the full authority of Purchaser to enter into this Contract.

22. **ENVIRONMENTAL.** Seller represents and warrants to the best of its actual knowledge without independent investigation or inquiry that (a) it has not received written notice that the Property is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Materials ("Environmental Laws") and (b) Seller has not generated, stored or disposed of any Hazardous Materials at the Real Property, and Seller has no actual knowledge of any previous or present generation, storage, disposal or existence of Hazardous Materials at the Property. Seller further represents and warrants that it will provide any appraisals, plans, drawings, specifications, surveys, engineering reports, environmental studies, environmental impact statements related to the Property in its possession, custody or control within twenty (20) days of the Date of Acceptance. As used herein, the term "Hazardous Materials" means each and every element, compound, chemical, mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision.

23. **FORCE MAJEURE.** Purchaser shall have the right to extend the Contingency Period by the number of days that a Force Majeure Event interferes with Purchaser's ability to complete Purchaser's due diligence investigations of the Property and/or pursue Required Approvals and/or pursue or obtain financing, and shall have the right to extend the Closing Date by the number of days that a Force Majeure Event interferes with Purchaser's ability to consummate the Closing. As used herein, the term "Force Majeure Event" means and refers to any act, occurrence or event that delays, hinders or prevents either Seller or Purchaser from the performance of any act required hereunder by reason of, and outside the reasonable control of Seller or Purchaser, including, without limitation, strikes, lockouts or other labor or industrial disturbances; riot or civil disturbance; order of or delay caused by any government, court or regulatory body claiming jurisdiction (including, without limitation delays in processing or release of necessary permits); act of the public enemy, war, riot, terrorism, sabotage, blockade, embargo; epidemic or pandemic; and lightning, earthquake, fire, storm, hurricane, tornado, flood or other Acts of God or severe adverse weather of unusual duration or volume. The Seller shall have the right to claim Force Majeure. Notwithstanding the foregoing, this paragraph 23 shall not operate to excuse the Purchaser from the payment of any monetary obligations due hereunder.

Seller certifies to the Purchaser that the Seller owns the Property and that the individual signing this Contract on behalf of the Seller has the full authority of the Seller to enter into this Contract, and that the execution, delivery and performance by Seller of this Contract and the transactions contemplated hereunder have been duly authorized by Seller. Seller accepts the offer and agrees to sell on the terms and conditions set forth above.

[REMAINDER OF PAGE HAS BEEN LEFT INTENTIONALLY BLANK; SIGNATURES ON FOLLOWING PAGE]

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

By: _____

Name: _____

Title: _____

Date: _____, 2021

WITNESS: _____

Print Name: _____

Date: _____, 2021

PURCHASER:

By: _____

Name: _____

Title: _____

Date: _____, 2021

WITNESS: _____

Print Name: _____

Date: _____, 2021

ESCROW AGENT:

Harris Beach PLLC

By: _____

Name: _____

Title: _____

Date: _____, 2021

EXHIBIT "A"

Land

PARCEL A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Alabama, County of Genesee and State of New York, being part of Lot No. 14, Township 13, Range 4 of the Tonawanda Reservation, bounded and described as follows:

BEGINNING at a point in the centerline of Crosby Road (49.5 feet wide) at the southeast corner of said Lot No. 14; thence N 89°28'47" W along the southerly line of Lot No. 14 a distance of 1636.00 feet to the southwest corner of said Lot No. 14; thence N 01°05'45" E along the westerly line of Lot No. 14 a distance of 981.60 feet to a point, said point being in the approximate centerline of an existing tributary; thence southeast and easterly along the approximate centerline of said tributary the following four (4) courses and distances:

- 1) S 50°22'30" E a distance of 260.77 feet to a point;
- 2) S 87°39'22" E a distance of 831.42 feet to a point;
- 3) S 84°45'09" E a distance of 274.88 feet to a point;
- 4) S 74°21'37" E a distance of 337.35 feet to the centerline of Crosby Road and the easterly line of Lot No. 14;

Thence S 01°05'45" W along the centerline of Crosby Road and the easterly line of Lot No. 14 a distance of 680.00 feet to the point of beginning, containing 29.884± acres more or less.

EXHIBIT "B"

ROFR Land

PARCEL B

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Alabama, County of Genesee and State of New York, being part of Lot No. 15, Township 13, Range 4 of the Tonawanda Reservation, bounded and described as follows:

COMMENCING at a point in the centerline of Crosby Road (49.5 feet wide) at the southeast corner of Lot No. 14; thence N 89°28'47" W along the southerly line of Lot No. 14 a distance of 1636.00 feet to the Point of Beginning, said point of beginning being the southeast corner of Lot No. 15 and also the easterly line of lands conveyed to Gordon L. Lamb and Leslie C. Lamb by deed recorded in the Genesee County Clerk's Office in Liber 689 of Deeds at page 1; thence N 89°39'57" W through the lands so conveyed to Gordon L. Lamb and Leslie C. Lamb by Liber 689, page 1 and along the southerly line of Lot No. 15 a distance of 1028.40 feet to the southeast corner of lands conveyed to Giorgio Pannella by deed recorded in the Genesee County Clerk's Office in Liber 454 of Deeds at page 756; thence N 00°20'03" E along the easterly line of lands so conveyed to Giorgio Pannella a distance of 1290.00 feet to a point, said point being the approximate centerline of an existing tributary; thence southeasterly and easterly through said lands conveyed to Gordon L. Lamb and Leslie C. Lamb by Liber 689, page 1 along the approximate centerline of said tributary the following four (4) courses and distances:

- 1) S 65°35'53" E a distance of 496.89 feet to a point;
- 2) N 73°41'29" E a distance of 94.61 feet to a point;
- 3) S 89°39'57" E a distance of 183.70 feet to a point;
- 4) S 66°40'48" E a distance of 340.43 feet to the easterly line of Lot No. 15 and the easterly line of lands conveyed to Gordon L. Lamb and Leslie C. Lamb by Liber 689, page 1;

Thence S 01°05'45" W along the easterly line of Lot No. 15 and the easterly line of lands conveyed to Gordon L. Lamb and Leslie C. Lamb by Liber 689, page 1 a distance of 981.60 feet to the point of beginning, containing 26.764± acres more or less.

EXHIBIT "C"

Business Park Governing Documents

There currently is no formal Business Park Organization, handled by the IDA.

GCEDC STAMP Project

Memo to the GCEDC STAMP Committee / GCEDC Board of Directors

S. G. Hyde, President and CEO

March 2, 2021 / March 4, 2021

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

From 2/4/21 Board Meeting Packet: 6.1 STAMP Main Substation – Phillips Lytle proposal (professional services – see attached): This proposal from Phillips Lytle is to provide legal, regulatory, and overall planning support from their energy law and consulting practice at Phillips Lytle. This is to foster completion of the design and engineering of the STAMP Main substation and related interconnection studies as well as to advance necessary ownership, operations and maintenance, regulatory and pricing models to enable the bidding, construction and operations of the 345kV to 115kV main substation at STAMP.

Cost: Not to exceed \$40,000

Source of Funding: Empire State Development’s GCEDC STAMP Capital (Project #132,367) – Upstate Revitalization Initiative (Capital Grant - \$8M)

CEO Recommendation: Approval