

**Genesee County Economic Development Center**  
**Meeting Agenda**  
Thursday, June 3, 2021  
Location: Electronically

**PAGE #**

- |             |  |               |
|-------------|--|---------------|
| <b>1.0</b>  | <b>Call to Order</b>   | <b>4:00pm</b> |
|             | 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 <b>Enter Executive Session</b>   | <b>4:00pm</b> |
|             | Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:   |               |
|             | 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.   |               |
|             | 2. Discussions regarding proposed, pending or current litigation.  |               |
|             | 1.2 <b>Enter Public Session</b>  | <b>4:25pm</b> |
| <b>2.0</b>  | <b>Chairperson's Report &amp; Activities</b>   | <b>4:25pm</b> |
|             | 2.1 Upcoming Meetings:<br><b>Next Scheduled Board Meeting: Thursday, July 1<sup>st</sup> at 4:00 p.m.</b><br>Audit & Finance Committee Meeting: Tuesday, June 29 <sup>th</sup> at 8:30 a.m.<br>STAMP Committee Meeting: Tuesday, June 29 <sup>th</sup> at 10:30 a.m.   |               |
|             | 2.2 Agenda Additions / Deletions / Other Business <b>**Vote</b>  |               |
|             | 2.3 Minutes: May 6, 2021 <b>**Vote</b>   |               |
| <b>3.0</b>  | <b>Report of Management –</b>  | <b>4:30pm</b> |
|             | 3.1 Excelsior Solar – Final Resolution <b>**Vote</b> – S. Hyde   |               |
|             | 3.2 Plug Power – Increase Project Investment to Include STAMP Main Substation for Sales Tax Exemption Purposes <b>**Vote</b>   |               |
| <b>4.0</b>  | <b>Audit &amp; Finance Committee – M. Gray</b>   | <b>4:45pm</b> |
|             | 4.1 April 2021 Financial Statements <b>**Vote</b>  |               |
|             | 4.2 Cyber Insurance <b>**Vote</b>  |               |
|             | 4.2 PSA for LeRoy Food & Tech Park <b>**Vote</b>   |               |
|             | 4.3 Broker Commission for LeRoy Food & Tech Park Land Sale <b>**Vote</b>   |               |
| <b>5.0</b>  | <b>Governance &amp; Nominating Committee – C. Yunker</b>   | <b>4:55pm</b> |
|             | 5.1 GGLDC Board Member Appointments <b>**Vote</b>  |               |
|             | 5.2 Procurement Policies & Procedures <b>**Vote</b>  |               |
|             | 5.3 Investment Policy <b>**Vote</b>  |               |
|             | 5.4 Disposition of Property Guidelines <b>**Vote</b>   |               |
| <b>6.0</b>  | <b>STAMP Committee – P. Zeliff</b>   | <b>5:05pm</b> |
|             | 6.1 Appraisal Contract for ROW through US Fish and Wildlife Refuge <b>**Vote</b>   |               |
| <b>7.0</b>  | <b>Employment &amp; Compensation Committee – T. Bender</b>   | <b>5:15pm</b> |
|             | 7.1 Nothing at this time.  |               |
| <b>8.0</b>  | <b>Housing Committee – P. Battaglia</b>  | <b>5:15pm</b> |
|             | 8.1 Nothing at this time.  |               |
| <b>9.0</b>  | <b>Other Business</b>  | <b>5:15pm</b> |
|             | 9.1 Nothing at this time.  |               |
| <b>10.0</b> | <b>Adjournment</b>   | <b>5:15pm</b> |

**2-11**

**12-76**  
**77-85**

**86-89**  
**90-98**  
**99-111**  
**112-113**

**114**  
**115-123**  
**124-127**  
**128-132**

**133-141**



**GCEDC Board Meeting  
Thursday, May 6, 2021  
Location: Electronically  
4:00 PM**

**GCEDC MINUTES**

**Attendance**

Board Members: C. Yunker, T. Bender, M. Clattenburg, P. Battaglia, A. Vanderhoof, M. Gray  
Staff: L. Farrell, M. Masse, L. Casey, J. Krencik, S. Hyde, C. Suozzi, P. Kennett  
Guests: D. Cunningham (GGLDC Board Member), S. Noble-Moag  
(GGLDC Board Member), M. Wiater (GGLDC Board Member), R. Gaenzle  
(Harris Beach), T. Felton (GGLDC Board Member), G. Torrey (GGLDC Board  
Member), M. Landers (County Manager)  
Absent: P. Zeliff

**1.0 Call to Order**

M. Gray called the meeting to order at 4:19 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.

**1.1 Enter Executive Session**

A. Vanderhoof made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:20 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 C. Yunker and approved by all members present.

**1.2 Enter Public Session**

P. Battaglia made a motion to enter back into public session at 4:48 p.m., seconded by C. Yunker and approved by all members present.

**2.0 Chairman's Report & Activities**

**2.1 Upcoming Meetings:**

**Next Scheduled Board Meeting: Thursday, June 3<sup>rd</sup> at 4:00 p.m.**

Audit & Finance Committee Meeting: Tuesday, June 1<sup>st</sup> at 8:30 a.m.

STAMP Committee Meeting: Tuesday, June 1<sup>st</sup> at 10:30 a.m.

Governance & Nominating Committee Meeting: Thursday, June 3<sup>rd</sup> at 3 p.m.

**2.2 Agenda Additions / Deletions / Other Business-**

**P. Battaglia made a motion to remove Agenda item 4.2 Mowing Bids; the motion was seconded by T. Bender. Roll call resulted as follows:**

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

**The item was approved as presented.**

**T. Bender made a motion to table Agenda item 5.1 GGLDC Board Member Appointments; the motion was seconded by C. Yunker. Roll call resulted as follows:**

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

**The item was approved as presented.**

L. Farrell noted that M. Clattenburg has been appointed to the STAMP Committee and attended the meeting on May 4, 2021.

**2.3 Minutes: March 25, 2021**

**T. Bender made a motion to approve the March 25, 2021 minutes 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 -	Absent
M. Clattenburg -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

**The item was approved as presented.**

M. Wiater joined the meeting at 4:52.

**3.0 Report of Management**

**3.1 Fore Front Power – Final Resolution** – The company is planning a community solar farm project in the Town of Elba. The project is a 5 (AC) MW solar generation system that will be interconnected with National Grid.

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

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

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

A virtual public hearing regarding the proposed incentives for the project was held on Monday, March 22, 2021. No written or oral comments were received.

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

Resolution No. 05/2021 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON MARCH 22, 2021, WITH RESPECT TO THE FOREFRONT POWER, LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT AND (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

**P. Battaglia made a motion to accept final resolution #05/2021-01, authorizing incentives 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 -	Absent
M. Clattenburg -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

**The item was approved as presented.**

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

The company received assistance through the GCEDC for its original construction in the form of a 30-year PILOT approved March 1, 2009. DePaul seeks to amend the existing PILOT to account for the additional 20 units at the existing per unit PILOT rate. The additional units would be added to the existing PILOT schedule when they are placed in service, which is estimated to commence as of the due date for



the April 1, 2023 City PILOT payment. The total annual PILOT payments would increase by approximately \$6,000 for the additional 20 units over the remainder of the additional PILOT. In addition, a sales tax exemption has been requested for the construction of the expansion.

A virtual public hearing regarding the proposed incentives for the project was held on Wednesday, April 14, 2021. No written or oral comments were received.

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

Resolution No. 05/2021 -02

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON APRIL 14, 2021, WITH RESPECT TO THE BATAVIA SPECIAL NEEDS APARTMENTS, L.P. (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, AND (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE, AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

**P. Battaglia made a motion to accept final resolution #05/2021-02, authorizing incentives as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

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

**The item was approved as presented.**

C. Yunker stated that he is a partner of CY Properties. CY Properties has involvement with NY CDG Genesee 1. He stated that there is no direct conflict but to avoid the appearance of a conflict he will recuse himself from discussions and votes related to this project. C. Yunker left the meeting at 5:05 p.m.

**3.3 NY CDG Genesee 1 - Initial Resolution** - The company is planning a community solar farm project in the Town of Elba. 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 \$6,000/MWAC + a 2% annual escalator, with the 5 MW AC solar farm generating in excess of \$518,000

in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

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

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

Resolution No. 05/2021 -03

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

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

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

**The item was approved as presented.**

C. Yunker rejoined the meeting at 5:07 p.m.

**3.4 Overview of GLS Recommendations and Presentation** – J. Krencik provided an overview of the findings presented by Didi Caldwell and her team at Global Location Strategies (GLS). GLS completed an extensive strategic analysis of the Western New York Science and Technology Advanced Manufacturing Park. The study included a SWOT analysis and a competitiveness analysis for projects in eight industries against six peer sites in the eastern United States. GLS recommends that STAMP's competitiveness with peer sites for projects will progressively expand with infrastructure construction. The study confirmed STAMP's market placement and provided prioritized guidance to the GCEDC staff.

**3.5 Overview of State & Federal Legislation & State Budget** – J. Krencik noted that the Agency continues to watch legislation as it develops, noting in particular the following:

1. Federal legislation that encourages investment in the development of the semi-conductor industry.
2. New York State has started an evaluation of how solar projects should be assessed.
3. As the number of people being vaccinated increases, public meetings may return to an "in-person" format as soon as June.

**4.0 Audit & Finance Committee**

**4.1 1<sup>st</sup> Quarter Financial Statements** - L. Farrell reviewed the 1<sup>st</sup> quarter financial statements with the Board. The following was noted:

- Restricted Cash in the \$8 Million STAMP Imprest Account increased. We received approximately \$2M in February. L. Farrell had requested the balance of grant funds (\$4M) to be released. The Comptroller's office approved the release of \$2M. Another request for the balance of the funds will be made when 25% of the balance remains.
- Accounts receivable amount includes the 1<sup>st</sup> Quarter Economic Development Program Support Grant and the MedTech Centre Property Management Fee due from the GGLDC.
- On the income statement, we received payment from Empire Pipeline under their Community Benefit Agreement. This payment is turned over to the County as a debt service payment.
- The Lewiston Road Property at STAMP closed.
- Regular monthly activity and on budget as expected.

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

**M. Gray made a motion to approve the 1<sup>st</sup> Quarter Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

**4.2 Mowing Bids** – Removed from the agenda.

**4.3 Apple Tree Acres Construction Work** – In September of 2020, the GCEDC and Liberty Pumps, Inc. signed an MOU outlining the scope of work each entity would be responsible for regarding the digging of a new stormwater pond on GCEDC property and the filling in of an existing stormwater pond on Liberty Pumps property. Liberty Pumps informed the GCEDC that they had completed their work. The GCEDC went out to bid with the defined scope of work from the MOU. While out to bid, it became apparent that much of the scope of work that was to be performed by the GCEDC had already been completed. The bids were cancelled prior to the opening date. A quote of \$3,185 was obtained from a contractor who had performed the original work to complete the project.

Fund commitment: Not to exceed \$3,185.

M. Masse noted that the fund commitment is under \$5,000 but was not budgeted for so it was brought forward for approval.

This was recommended for approval by the Committee.

**P. Battaglia made a motion to approve the earthwork construction contract in the amount of \$3,185 to Dilcher's Excavating and Contracting; the motion was seconded by T. Bender. Roll call resulted as follows:**

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

The item was approved as presented.

**5.0 Governance & Nominating Committee – C. Yunker**

**5.1 GGLDC Board Member Appointments** – This agenda item was tabled.

**5.2 Officer Appointments** – The current slate of officers is set to expire on June 30<sup>th</sup>. It is suggested to approve the below listed slate of officers:

Chair -	P. Zelif
Vice-Chair -	M. Gray
Secretary -	P. Kennett
Treasurer -	L. Farrell
President/CEO -	S. Hyde

The appointed officers shall hold office for one year or until their successors are appointed.

This was recommended for approval by the Committee.

**C. Yunker made a motion to appoint the current slate of officers; the motion was seconded by T. Bender. Roll call resulted as follows:**

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

The item was approved as presented.

**5.3 Authorized to Request Information Regarding Bank Accounts** – C. Yunker shared that she and P. Kennett need to be authorized to request information regarding the bank accounts. No changes to this authorization are being suggested at this time.

This was recommended for approval by the Committee.

**C. Yunker made a motion to recommend approval of the authorized individuals to obtain bank account information as presented; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:**

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

The item was approved as presented.

**5.4 Authorized Signers of Agreements, Contracts, etc.** – C. Yunker shared that currently the authorized signers of agreements, contracts, etc. are the Chair (per Bylaws), Vice Chair (per Bylaws), President &



CEO (Per Bylaws), Sr. VP of Operations and VP of Business Development. No changes are being suggested at this time.

This was recommended for approval by the Committee.

**C. Yunker made a motion to recommend approval of the Authorized Signers of Contracts, Agreements, etc. 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 -	Absent
M. Clattenburg -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

**The item was approved as presented.**

**6.0 STAMP Committee – P. Zelif**

**6.1 CC Environment 2021 Contract** – In connection with ongoing work at STAMP, CC Environment and Planning has submitted a contract for 2021 work to cover the following:

1. Onsite regulatory, industry permitting and land management support
2. Offsite regulatory, industry and permitting support

Fund commitment: Not to exceed \$10,000 to be included in the \$8 million under the line item for onsite sewer plant.

This was recommended for approval by the Committee.

**C. Yunker made a motion to approve the 2021 CC Environment contract not to exceed \$10,000; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:**

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

**The item was approved as presented.**

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

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

The GCEDC currently has approximately \$2,600,000 that could be committed to this work. Due to the very restrictive annual time constraints for this contract, the level of effort required to obtain the many required agency approvals, and the amount of work remaining at STAMP to make it shovel ready for tenants, we recommend that the GCEDC award and compete as much of this contract as current funding allows.

Fund commitment: Not to exceed \$2,600,000 covered under the \$33 million.

This was recommended for approval by the Committee.

**C. Yunker made a motion to accept the bid received from Highlander Construction, Inc. of Memphis, New York in the amount of \$5,193,445.00 and authorize Deduct Change Order No. 1 in the amount of \$2,593,445.00 for a total Contract B Award Amount of \$2,600,000.00, contingent upon contract approval from NYS Empire State Development; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

**6.3 KTA contract for TCP Assistance** – As part of the STAMP development and the neighboring Tonawanda Seneca Nation, in accordance with Section 106 for the wetland permits, the GCEDC is working with the Tonawanda Seneca Nation on an assessment of the TCP potentials as it relates to the criteria for eligibility of listing on the National Historic Register. On March 6, 2018, the GCEDC Board approved a \$2,500 not to exceed amount to KTA Preservation Specialists for work related to the TCP. This work would be to assist the GCEDC in the development of an analysis of any potential impacts that the WWTF could have on the Seneca Nation. This work had not been completed or started yet. With Plug Power committing to the STAMP site the GCEDC needs to complete an analysis for their project as well. KTA Preservation Specialists has revised their original proposal to increase the scope of work to include the Plug Project and is seeking to increase their contract from \$2,500 to \$7,200.

This was recommended for approval by the Committee.

**C. Yunker made a motion to approve the consultant contract with KTA Preservation Specialists for evaluation of TCP issues not to exceed \$7,200; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:**

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

**The item was approved as presented.**

**6.4 Change Order #2 Pembroke Line** – During construction of the Pembroke line, Morsch Pipeline has run into some unforeseen and unknown issues. One of the issues was sections of rock that were not found during the test bore drillings that were done prior to contracting. There was also one section of rock that was known but had archeological issues, so the plan was to directional

drill through the rock. The rock proved to be too difficult to directional drill through so a switch was made to open trench cut that section, but the archeological issue needed to be cleared first. The change order reflects the two items listed above.

Fund Commitment: Not to exceed \$59,945 covered under the County funds.

This was recommended for approval by the Committee.

**C. Yunker made a motion to approve Change Order Number 2 as presented; the motion was seconded by T. Bender. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelfiff -	Absent
M. Clattenburg -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

**The item was approved as presented.**

**7.0 Empoyment & 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, T. Bender made a motion to adjourn at 5:35 p.m., which was seconded by C. Yunker and passed unanimously.

# Excelsior Energy Center LLC - Excelsior Solar Project

## Memo to the GCEDC Board of Directors

S. G. Hyde, President and CEO

June 3, 2021

3.1

**Excelsior Solar Project** (Final resolution) – We have received the application for IDA incentives from the Excelsior Energy Center LLC, a wholly owned, indirect subsidiary of NextEra Energy Inc. for IDA benefits as it relates to the 280MW-ac Utility Scale Solar Excelsior Energy Center project to be constructed and located on some 1,616 acres (fenced area) in the Town of Byron, Genesee County.

This significant scale renewable energy (280MW solar generation/20MW 4-hour storage) project, with a total capital investment noted of approximately \$345.55M, is seeking to implement a series of tax agreements utilizing an IDA PILOT and Host benefit agreement structure as suggested by NYSERDA guidance with a negotiated tax payment rate of \$6,500/MW with a 2% annual escalator.

This is a request for a final vote to induce benefits as outlined in the offered resolution (attached) following your review of key elements for their application materials, a review of public hearing comments and discussion of the economic impact/fiscal impact (Benefit Cost Analysis-BCA) of the project as it relates to our compliance review of the project criteria as established in the GCEDC Uniform Tax Exemption Policy (UTEF).

Further information as it relates to the project is as follows: **Benefit to Cost Analysis Summary:**

**Costs (incentives):** over 20-year project horizon (from GCEDC financial assistance application):

- Property Tax Abatement (estimated): \$21.5M
- Sales Tax Exemption (estimated): \$11.3M
- Total Incentives: \$32.8M

**Benefits:** over 20-year project horizon

- Total PILOT payments: \$26.2M
  - Total Host Community Agreement: \$19.0M
  - Estimated Fire District payments (or tax levy/rate reduction): \$ 2.9M
  - Estimated Prop/Fire Tax impact (via Ag-Exemption elimination): \$ 3.5M
  - Total Direct **Fiscal Impact** to local taxing jurisdictions: \$51.6M
  - Direct Construction Payroll (290 FTE's-local): \$40.8M
  - Other Direct Construction related purchases (local): \$ 6.4M
  - O&M phase – local spend (3 FTE's) labor + purchases: \$18.7M
  - Total **Direct Economic Impact** (per economic impact study): \$117.5M\*
- 
- Direct Benefits in excess of costs: \$84.7M (20 years)
  - Direct Benefit to Cost Ratio: 3.62
  - Fiscal Impact Ratio: (fiscal impact/revenues w/project vs. prior) 20:1

A public hearing was held Monday April 19, 2021 on said project. Three members of the public from the agriculture community spoke in favor of the project. One member of the public from the agriculture community spoke in opposition of the project (see attached public hearing minutes for further details).

Final inducement of this project will be subject to the Article 10 process completion to include an affirmative approval issuing a certificate of environmental compatibility and public need from the New York State Board on electric Generation Siting and the Environment.

CEO Recommendation: Approval of the incentives as requested by Company given the economic and fiscal impact to the community is compelling and little opposition was rendered towards the granting of IDA benefits.

\*note: Using a direct economic impact calculation to analyze economic returns tends to understate a project's true impact on the local/regional/state economy given it excludes indirect and induced economic impacts caused by the project. However, use of direct economic impact tends to be easier to discuss/interpret.



**Project = Excelsior Energy Center - Fiscal Impact Analysis / Benefit Cost Analysis (BCA)**  
**20-May-21**

**Life of Project View (Term of PILOT/HCA) :**

	County	School	Town	Total	Special District Tax (Fire)	Total All	Comments:	
<b>I) PILOT Payments:</b>								
MW-ac		280						
Assess Value/MW	\$	250,000					per Assessor	
Estimated Full Assessed Value - Project Level	\$	<b>70,000,000</b>						
Project Life in Years (under contract)		20						
Life of Project PILOT Payments \$:	\$	6,846,400	\$ 16,417,803	\$ 2,928,361	\$ 26,192,565	\$ 2,891,387	\$ 29,083,952	note: the planned increase in special district taxes due to the Excelsior project will manifest either through an increase tax \$ collected or via reduced payments from all taxpayers (i.e. reduces tax levy & tax rate)
<b>II) Host Benefit Payments:</b>								
Life of Project Host Benefit Payment \$:	\$	1,000,000	\$ 18,028,648	\$ 19,028,648		\$ 19,028,648	note: County Host Community Agreement is a one-time payment; Town Host Community Agreement reflects 20 annual payments w/ 2% escalator	
<b>III) Ag-Exemption Elimination Impact:</b>								
Estimated Increase in Assessed Value:	\$	<b>4,280,242</b>					per Assessor	
Life of Project Increase in Property Tax \$:	\$	864,609	\$ 2,073,349	\$ 369,813	\$ 3,307,771	\$ 145,528	\$ 3,453,299	This line of fiscal payments profiles year 1 increase for 20 years (no escalation). Either will be reflected in an increase in tax \$ collected or via reduced payments from taxpayers per increase in assessed value yields a reduction in tax levy and hence tax rates.
<b>IV) Life of Project Increase in Property Tax type Revenues (I+II+III):</b>								
	\$	<b>8,711,009</b>	\$ 18,491,152	\$ 21,326,823	\$ 48,528,984	\$ 3,036,915	\$ 51,565,899	Total Town Revenues @ \$881,012 + Fire \$126,276 = \$1,007,289 annually++
<b>V) Land Taxes prior to Project:</b>								
				\$ 2,289,619	\$ 100,869	\$ 2,390,488	Profiles year 1 increase for 20 years (no escalation).	
<b>VI) Tax Revenue Increase - Life of Project (Fiscal Impact):</b>								
				<b>\$ 46,239,365</b>		<b>\$ 49,175,412</b>		
<b>VII) X Factor Fiscal Impact:</b>								
				20.2		20.6	With Project, Property Tax type payments increase 20x over contracted life of project vs. base land taxes (pre-project)	



# **EXCELSIOR ENERGY CENTER**

**Case No. 19-F-0299**

**1001.27 Exhibit 27**

**Socioeconomic Effects**

## Contents

Exhibit 27: Socioeconomic Effects .....	1
27(a) On-Site Construction Work-Force Impacts .....	5
27(b) Construction Direct and Supply Chain Impacts .....	7
27(c) Indirect (or Secondary) and Induced Impacts during the Construction Phase .....	9
27(d) Operation and Maintenance Employment Impacts .....	12
27(e) Secondary Operation and Maintenance Impacts .....	14
27(f) School District Impacts During the Construction and Operation Phases .....	16
27(g) Municipal, Public Authority, and Utility Services Impacts during the Construction and Operation Phases .....	17
27(h) Designated Tax Jurisdiction, Tax and Payment Impacts .....	17
27(i) Incremental Amount of PILOT Agreements and an HCA .....	17
27(j) Comparison of Fiscal Costs to Jurisdictions .....	18
27(k) Analysis of Local Emergency Response .....	19
27(l) Smart Growth Infrastructure Compliance Impacts .....	19
27(m) Feasibility of Providing Local Access to Energy Generation .....	23
27(n) Statement on Actual Job Tracking and Tax Payment to Local Jurisdiction .....	24
27(o) Socioeconomic Impact Estimate Workpapers .....	24
References .....	25

## Tables

Table 27-1. Demographics <sup>1</sup> .....	1
Table 27-2. Applicant's Forecasted FTE Jobs during Project Construction .....	6
Table 27-3. Applicant's Forecasted Labor Force during Project Construction .....	6
Table 27-4. Applicant's Forecasted Labor Force during Project Construction .....	7
Table 27-5. Direct Expenditures during Development and Construction of the Project .....	8
Table 27-6. Direct Local Expenditures by Industry during Project Development and Construction (2020\$) .....	9

Table 27-7. Indirect Local New York Impacts by Industry during Development and Construction of the Project.....	10
Table 27-8. Induced Local Impacts by Industry during Construction of the Project.....	11
Table 27-9. Applicant's Forecasted Annual Labor Force during Project Operation and Maintenance .....	13
Table 27-10. Annual Direct Expenditures during Project Operation and Maintenance.....	13
Table 27-11. Annual Indirect Local Impacts by Industry during Project Operation and Maintenance .....	14
Table 27-12. Annual Induced Local Impacts by Industry during Project Operation and Maintenance .....	15
Table 27-13. Anticipated Annual and Cumulative PILOT and HCA Payments for Solar Energy Center .....	18



## Exhibit 27: Socioeconomic Effects

This Exhibit will track the requirements of Stipulation 27, dated July 6, 2020, and, therefore, the requirements of 16 New York Codes, Rules and Regulations (NYCRR) § 1001.27. The Project is located in the Town of Byron in Genesee County, New York. The current demographic profiles of the communities are presented in Table 27-1.

Table 27-1. Demographics<sup>1</sup>

Population	Town of Byron	Genesee County	New York
2010 Population <sup>2</sup>	2,369	59,934	19,378,124
2018 Population	2,195	58,112	19,618,453
Median Age	43.6	43.3	38.7
Foreign born population	1.3%	2.0%	22.6%
Veterans	8.7%	10.9%	4.7%
High school graduate or higher	88.0%	86.5%	86.5%
<i>Rural/Urban, 2010<sup>2</sup></i>			
Inside Urban Area	0.0%	41.9%	87.8%
Inside Rural Area	100.0%	58.1%	12.1%
<i>Race and Ethnicity</i>			
White	96.9%	91.9%	63.8%
Black or African American	1.8%	2.2%	15.6%
American Indian/Alaska Native	0.2%	0.9%	0.4%
Asian	0.7%	0.8%	8.3%
Native Hawaiian/Other Pacific Islander	0.0%	0.0%	0.0%
Some Other Race	0.0%	1.7%	8.8%
Two or more races	2.4%	2.4%	3.1%
Hispanic or Latino (any race)	1.3%	19.3%	18.9%
Total housing units	891	25,750	86.5%
Median household income (2018\$)	\$68,641	\$65,323	\$65,323
Individuals below poverty level	11.5%	13.6%	14.6%
Labor Force, ACS	1,190	31,365	10,047,659
Percent unemployed	2.5%	3.1%	6.0%
Labor Force, BLS March 2020 <sup>3</sup>	N/A	29,251	9,431,634
Unemployed, March 2020	N/A	1,444	400,782
Unemployment rate, March 2020	N/A	4.6%	4.2%

Table 27-1. Demographics<sup>1</sup>

Population	Town of Byron	Genesee County	New York
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*N/A indicates data are not available.*

<sup>1</sup> Unless otherwise noted, data are from the US Census Bureau's 2014-2018 American Community Survey (ACS) 5-year estimates program.

<sup>2</sup> US Census 2010 decennial census.

<sup>3</sup> Bureau of Labor Statistics (BLS). Data are not available at the town level.

**Economic Modeling**

Estimates for direct jobs during construction of the Project were developed based on guidance from the Applicant's engineering, procurement, and construction (EPC) partners. Job counts by trade and the expected duration (months) of construction were based on the overall size of the Project in terms of megawatts of direct current (MWdc). The expected job counts and construction duration were evaluated to determine the average and peak labor forecast. The Applicant modeled payroll estimates and total labor costs based on the Bureau of Labor Statistics (BLS) New York wage rates for the trades required for the construction of the Project. Adjustments to wage rates and benefits were made to customize the payroll to the specific demands of the Project.<sup>1</sup>

The estimate of direct jobs that will be created during the Project's operation and maintenance phase was developed based on the requirements of the Excelsior Energy Center. Payroll and wage rates reflect the Applicant's expected pay scale for the Project.

The Applicant used the Job and Economic Development Impact (JEDI) model to estimate a range of likely secondary socioeconomic effects of the Project. The JEDI model was developed by the United States Department of Energy's National Renewable Energy Laboratory to estimate the economic effects associated with the construction and operation of power projects at the local or state level. For the purposes of this study, economic impacts were evaluated using the JEDI model<sup>2</sup> to capture the cumulative effects of the proposed Project.

The JEDI model relies on economic multipliers derived from Minnesota IMPLAN Group's IMPLAN accounting software and state data files. The multipliers capture the influence of the project

<sup>1</sup> Wage rate and payroll details are provided in the workpapers submitted to New York State Department of Public Service (DPS) under separate cover and pursuant to trade secret protection.

<sup>2</sup> The JEDI Model used is version PV12.23.16. The model has been fully updated with Applicant's cost estimates, estimates of local percentages, wages, and labor costs.

development and onsite labor impacts and the subsequent rounds of economic activity. For example, a project's salary expenditures result in local revenue and supply chain impacts on the economy as workers spend their wages or salaries on goods and services (e.g., dining at local restaurants), which consequently supports jobs in sectors that contribute to other industries (induced impacts).

JEDI addresses three measures of local direct and secondary economic impacts:

- **Jobs:** The jobs measure reflects changes in employment attributable to the development of an energy project. Jobs are expressed in terms of year-long, full-time equivalent (FTE) positions (2,080-hour units of labor).
- **Earnings:** Earnings captures the wages or salaries that are associated with jobs attributable to the development of an energy project. Earnings are expressed in terms of 2020 dollars.<sup>3</sup> While earnings represent wages or salaries for workers, this expense is recorded as *payroll* for the project. For the purposes of this analysis, JEDI's earnings projections will be reported as payroll.
- **Output:** Output measures economic activity. It includes all expenditures that are estimated to take place in an economy as a result of the development of a project. Output differs from gross regional product (GRP) in that output includes the value of production in addition to the purchases of inputs, whereas GRP is a measure of the value of production. Output is expressed in terms of 2020 dollars.

JEDI results, in terms of jobs, payroll (earnings), and output, are provided across three categories:

- **Project development/construction and onsite labor impacts:** These impacts include labor costs during the development, construction, and operation and maintenance (O&M) of a project. Labor costs may be associated with engineers, permitting specialists, crane operators, electricians, field technicians, and others. Parts and materials are not included in these types of impacts.
- **Local revenue and supply chain impacts:** This category includes all materials and equipment necessary for the construction of a project that are purchased locally. This may

---

<sup>3</sup> Conversions between dollar years were made based on the JEDI models' deflator factors. These conversions were necessary to present all monetary amounts in terms of 2019 dollars (2020\$).



include wiring, hard hats, replacement parts, and the supply chain of inputs required to produce these materials. Expenses such as land easements, bookkeeping, financing, insurance, and utilities are also included in this category.

- Induced impacts: Induced impacts encompass the jobs and economic impacts that arise from spending by workers in the first two categories.

Together, the above impacts form the total direct and secondary economic impacts calculated by the JEDI models.

The JEDI models' results include two distinct time periods: construction, and operations and maintenance. Construction jobs are presented in terms of FTE jobs. While a part-time or temporary job may be considered one job by other models, it would only constitute a fraction of a job under the JEDI framework. For example, a three-month engineering job would add 0.25 FTE jobs to total estimated effects of the solar project. Equipment manufacturing jobs, such as solar module manufacturing, are captured in the construction period. The operation period results, which cover the life of a project, are reported as annual FTE jobs and annual economic activity.

For this Project, economic impact analyses were performed using the JEDI Model to analyze the construction of the Project. A range of results is provided, representing +/- 5 percent (95% to 105%) of expected economic impacts to reflect the uncertainty associated with multiplier-based, secondary impact estimates.

The Applicant customized the JEDI models using inputs specific to the Excelsior Energy Center. These project-specific inputs include expenditures, wage rates, and percentage of spending that are local to New York.

### ***Limitations of the JEDI Model***

As with most input-output screening tools, the JEDI models focus on the economic impacts directly related to Project construction and operation (gross economic impacts). The JEDI Model does not evaluate other economic impacts associated with the Project.<sup>4</sup> Examples of other potential impacts include:

- Potential increases or decreases in electricity rates resulting from investments in new electricity infrastructure;

<sup>4</sup> See <https://www.nrel.gov/analysis/jedi/limitations.html> for more information.



- Impacts associated with the possible cancellation of new power plants made unnecessary by the added capacity of the Project; and
- The displacement of some other type of economic activity due to investment in the proposed Project.

JEDI models do not calculate intangible or difficult to quantify effects associated with new projects. These types of effects include:

- Improvements in transmission or grid reliability;
- Changes in air or water emissions;
- Changes in water use from power generation;
- Changes in land use; and
- Stability of electricity prices that might result from the reduced fuel price risk of renewable sources of electricity.

Based on the JEDI results, this exhibit presents estimates of the annual secondary employment and economic activity likely to be generated in the vicinity of the Facility by the construction of the solar facility. To reflect the uncertainty associated with such, possibly multiplier-based, secondary impact estimates a range of estimates are provided. Limitations of the JEDI Model are discussed in more detail in later sections of this exhibit.

### **27(a) On-Site Construction Work-Force Impacts**

The Applicant estimates a total of 290.2 FTE jobs will be generated during construction. The majority of the workers will be laborers (108.4 FTE jobs) or electricians (94.6 FTE jobs). Table 27-2 summarizes the Applicant's forecast of the employment by job type associated with the construction of the Project.

**Table 27-2. Applicant's Forecasted FTE Jobs during Project Construction**

Type of Job	Number of FTE Jobs <sup>1</sup> Created
Laborers	108.4
Electricians	94.6
Equipment Operator	45.6
Construction Managers	16.8
Foreman	24.8
<b>Total FTE Jobs</b>	<b>290.2</b>

Note: Numbers shown may not sum to totals because of rounding.

<sup>1</sup>Jobs are expressed in terms of year-long, full-time equivalent (FTE) positions (2,080-hour units of labor).

The Applicant has evaluated the expected quarterly total level of labor that will be required during the construction phase of the Project. Table 27-3 summarizes the Applicant's forecast of the employment associated with the construction of the Project. This forecast is not based upon JEDI modeling.

**Table 27-3. Applicant's Forecasted Labor Force during Project Construction**

Timing of Construction Activity	Construction Labor	Engineers and Other Professional Services	Total
2 <sup>nd</sup> Quarter 2022, Average	134.0	12.0	146.0
3 <sup>rd</sup> Quarter 2022, Average	235.0	12.0	247.0
4 <sup>th</sup> Quarter 2022, Average	156.3	12.0	168.3
1 <sup>st</sup> Quarter 2023, Average	67.3	1.0	68.3
2 <sup>nd</sup> Quarter 2023, Average	235.0	12.0	247.0
3 <sup>rd</sup> Quarter 2023, Average	178.7	12.0	190.7
4 <sup>th</sup> Quarter 2023, Average	78.3	8.0	86.3
<b>Peak Employment (3<sup>rd</sup> Quarter, 2022 and 2<sup>nd</sup> Quarter, 2022)</b>	<b>235.0</b>	<b>12.0</b>	<b>247.0</b>

Note: Numbers shown may not sum to totals because of rounding.

Employment is forecast to peak twice, during the 3<sup>rd</sup> Quarter, 2022 and the 2<sup>nd</sup> Quarter, 2023, with a slow-down over the intervening winter period (1<sup>st</sup> Quarter, 2023). During peak employment, there will be an average of 247 workers on the job. Of this total, 235 jobs will be in the construction discipline and 12 jobs will be onsite managers.

The Applicant intends to hire, to the extent practicable, local labor for the construction of the Excelsior Energy Center, in accordance with the Genesee County Economic Development Center's *Local Construction Labor Policy*. The policy requires that at least 90 percent of the total number of Project employees, excluding construction project management, working on the Project Site reside within the Local Labor Area.<sup>5</sup> The *Local Labor Area* includes the following Counties: Genesee, Orleans, Monroe, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua, Cattaraugus and Allegany. The 14-county Local Labor Area is home to a population of almost 2.6 million people,<sup>6</sup> with a combined labor force of over 1.2 million.<sup>7</sup>

**27(b) Construction Direct and Supply Chain Impacts**

As noted above, independent of the JEDI model, the Applicant estimated the construction payroll by trade for the anticipated 20-month construction period. As shown in Table 27-4, the Project's construction payroll is forecast to be \$40.8 million. The payroll estimate includes wages and salaries, employer-paid insurance costs, paid leave, and payroll taxes. Additional jobs and payroll will be generated during the permitting and engineering processes.

**Table 27-4. Applicant's Forecasted Labor Force during Project Construction**

Type of Job	Number of FTE Jobs <sup>1</sup> Created	Estimated Payroll <sup>2</sup>
Laborers	108.4	\$12,088,583
Electricians	94.6	\$14,061,974
Equipment Operator	45.6	\$ 6,262,005
Construction Managers	16.8	\$ 3,852,382
Foreman	24.8	\$ 4,571,199
<b>Total FTE Jobs</b>	<b>290.2</b>	<b>\$40,836,143</b>

*Note: Numbers shown may not sum to totals because of rounding.*

<sup>1</sup>Jobs are expressed in terms of year-long, full-time equivalent (FTE) positions (2,080-hour units of labor).

<sup>2</sup>Payroll includes wages and salaries, benefits, and payroll taxes.

<sup>5</sup> Genesee County Economic Development Center, 2020. The Policy applies to projects with \$5 million or more in projected/committed capital investment for facility construction that receive Financial Assistance (including a sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from the Genesee County Economic Development Center.

<sup>6</sup> US Census Bureau, 2020

<sup>7</sup> Bureau of Labor Statistics (BLS) 2020.



Table 27-5 below presents the expected total direct expenditures during construction of the Project. In-state (local) expenditures are also presented.

**Table 27-5. Direct Expenditures during Development and Construction of the Project**

	Cost (2020\$)	Local NY Share	Local NY Spending
<b>Installation Costs</b>			
<b>Materials &amp; Equipment</b>			
Mounting (rails, clamps, fittings, etc.)	██████████	██	██
Modules and Inverter	██████████	██	██
Electrical (wire, connectors, breakers, etc.)	██████████	██	██
<i>Subtotal</i>	██████████		██
<b>Labor</b>			
<i>Installation</i>	██████████	████	██████████
<b>Other Costs/Development Costs</b>			
Permitting <sup>1</sup>	██ ██████████	████	██ ██████████
Other Costs	██████████	██	██████████
Business Overhead <sup>2</sup>	██ ██████████	████	██████████
<i>Subtotal</i>	██████████		██████████
<b>Subtotal All Costs (without sales tax)</b>	██████████		██████████
Sales Tax (Materials & Equipment Purchases) <sup>3</sup>	██	████	██
<b>Total</b>	██████████		██████████

Notes: Numbers shown may not sum to totals because of rounding.

<sup>1</sup>Permitting includes the fees paid to local governments.

<sup>2</sup>Business Overhead includes engineering and environmental permitting costs.

<sup>3</sup>Excelsior Energy Center may apply for sales tax abatement through a Payment-in-Lieu-of-Taxes agreement.

As shown above, the Applicant estimates the Project costs to be roughly ██████████. These costs include ██████████ in labor costs. Permitting, a local expense, is anticipated to be ██████████. Approximately ██████████ of Other Costs are anticipated to be spent locally. These Other Costs include materials such as concrete and gravel. Business Overhead, which includes engineering and environmental permitting costs, is estimated to total ██████████, with ██████ spent in-state (██████████). Sales tax on materials and equipment purchases may be abated through a potential Payment in Lieu of Taxes agreement. Total project expenditures within New York are projected to be ██████████.



The JEDI Model provides additional detail on spending at the industry level. The largest New York expenditures during the construction phase of the Project will be in the construction/installation industry, with roughly \$47.2 million spent locally. Table 27-6 presents this detail.

**Table 27-6. Direct Local Expenditures by Industry during Project Development and Construction (2020\$)**

Industry	Local NY Expenditures <sup>1</sup>
Construction/Installations - Non-Residential	\$40,836,143
Wholesale Trade	\$ 607,524
Retail trade	\$ 60,285
Transportation, Communications, Public Utilities	\$ 77,725
Office Services	\$ 3,011,329
Architectural and Engineering Services	\$ 302,400
Other services <sup>2</sup>	\$ 2,270,036
Government	\$ 71,359
<b>Total</b>	<b>\$47,236,801</b>

*Note: Industries with no local NY expenditures are not shown.*

### 27(c) Indirect (or Secondary) and Induced Impacts during the Construction Phase

#### ***Indirect and Induced Impacts***

As discussed previously, the JEDI model was used to estimate the likely secondary socioeconomic effects of the Project's spending. The indirect impacts are economic effects associated with linked sectors in the economy that are upstream of the direct impacts, such as suppliers of hardware used to make the equipment installed onsite. For the purposes of this discussion, estimates are assumed to vary from 95% to 105% of the indirect, and induced impact estimates developed for this Project. The range accounts for the small changes that take place over time in the IMPLAN multipliers used in the JEDI model. Estimates for New York are for the entire state, including Genesee County.

Table 27-7 below presents ranges of the indirect impacts estimated to be generated in the vicinity of the solar facility by its construction.

**Table 27-7. Indirect Local New York Impacts by Industry during Development and Construction of the Project**

<b>Industry</b>	<b>Labor Impacts (Jobs)</b>	<b>Earning Impacts (2020\$)</b>	<b>Output Impacts (2020\$)</b>
Construction/ Installations - Non Residential	84.8 to 93.8	\$5,516,000 to \$6,096,000	\$14,147,000 to \$15,636,000
Wholesale Trade	1.0 to 1.1	\$82,000 to \$91,000	\$206,000 to \$227,000
Retail trade	0.1 to 0.1	\$7,000 to \$8,000	\$20,000 to \$22,000
Transportation, Communications, Public Utilities	0.1 to 0.2	\$12,000 to \$14,000	\$34,000 to \$38,000
Office Services	2.3 to 2.6	\$202,000 to \$223,000	\$495,000 to \$547,000
Architectural and Engineering Services	0.5 to 0.6	\$50,000 to \$56,000	\$116,000 to \$129,000
Other services	3.4 to 3.8	\$299,000 to \$33,000	\$780,000 to \$862,000
Government	0 to 0	\$3,000 to \$3,000	\$7,000 to \$8,000
<b>Total</b>	<b>92.3 to 102.0</b>	<b>\$6,171,000 to \$6,820,000</b>	<b>\$15,804,000 to \$17,468,000</b>

*Note: Numbers shown may not sum to total because of rounding and because industries with small impacts (less than \$1,000 in earnings) are not shown.*

Indirect local impacts during the construction phase are estimated to be between 92.3 and 102.0 FTE jobs, payroll totaling between \$6.2 million and \$6.8 million, and output totaling between \$15.8 million and \$17.5 million. The construction/installation industry in New York is expected to experience the largest impact, with between 84.8 and 93.8 FTE jobs and between \$5.5 million and \$6.1 million in payroll and between \$14.1 million and \$15.6 million in output.

Induced impacts include the jobs and economic impacts generated from spending by workers whose jobs result from direct or indirect impacts of the Project. Table 27-8 presents ranges of the induced impacts likely to be generated in the vicinity of the solar facility by its construction.

**Table 27-8. Induced Local Impacts by Industry during Construction of the Project**

<b>Industry</b>	<b>Labor Impacts (Jobs)</b>	<b>Earning Impacts (Millions 2020\$)</b>	<b>Output Impacts (Millions 2020\$)</b>
Construction/ Installations - Non Residential	70.3 to 77.7	\$5,046,000 to \$5,578,000	\$13,023,000 to \$14,394,000
Wholesale Trade	1.1 to 1.2	\$75,000 to \$83,000	\$194,000 to \$215,000
Retail trade	0.1 to 0.1	\$9,000 to \$10,000	\$22,000 to \$25,000
Transportation, Communications, Public Utilities	0.1 to 0.1	\$8,000 to \$9,000	\$21,000 to \$24,000
Office Services	9.0 to 9.9	\$651,000 to \$72,0000	\$1,681,000 to \$1,858,000
Architectural and Engineering Services	0.9 to 1.0	\$63,000 to \$69,000	\$162,000 to \$179,000
Other services <sup>2</sup>	4.0 to 4.5	\$309,000 to \$341,000	\$796,000 to \$880,000
Government	0.2 to 0.2	\$14,000 to \$16,000	\$36,000 to \$40,000
<b>Total</b>	<b>85.6 to 94.6</b>	<b>\$6,175,000 to \$6,825,000</b>	<b>\$15,936,000 to \$17,614,000</b>

*Note: Numbers shown may not sum to total because of rounding and because industries with small impacts (less than \$1,000 in earnings) are not shown.*

As shown in Table 27-8 above, induced impacts in New York are estimated to be between 85.6 and 94.6 FTE jobs, payroll of between \$6.2 million and \$6.8 million, and output of between \$15.9 million and \$17.6 million. The construction industry is expected to experience the largest impact, with between 70.3 and 77.7 FTE jobs and between \$5.0 million and \$5.6 million in payroll.

**Annual Net Secondary Effects**

As discussed previously, the JEDI Model addresses the gross economic impacts of the proposed Project. Annual net secondary effects from the Project's construction include consideration of the above modeled impacts, as well as other difficult to quantify considerations that may be associated with the Project. The JEDI Model, for example, does not consider the following impacts that would occur as a result of the construction of the proposed Project:

- The displacement of some other type of economic activity due to investment in the proposed Project; and
- Changes in land use.



Economic displacement occurs when increases in economic activity in one business sector or geographic area leads, indirectly, to decreases in economic activity elsewhere. While displacement of some participating landowner farming revenue will occur, it will be offset by lease payments to the landowners from the Applicant. In any event, even if there were a net loss, the overall impact on investment in New York is expected to be negligible, as the Gross Domestic Product (GDP) for the state as whole was \$1.73 trillion in 2018, with GDP attributable to construction of \$53.8 billion.<sup>8</sup>

Changes in land use are addressed in Exhibit 4. The land use analysis found that although the Project is sited within mapped Agricultural Districts, the Facility will only occupy 2 percent of all lands designated as Agricultural Districts within Genesee County and 19 percent of all lands designated as Agricultural Districts within the Town of Byron (see Exhibit 4). Additionally, within the Project Area, only 29 percent of land to be disturbed by construction and/or operation of the Project is classified as Prime Farmland. The lease or purchase payments provided to landowners will help stabilize revenues for local participating farms (as crop and dairy prices often fluctuate from year to year) and revenues paid to landowners are typically reinvested in the community, helping to create jobs and improve the local economy. This diversified income helps support the agricultural community base in the area.

#### **27(d) Operation and Maintenance Employment Impacts**

The Applicant has evaluated the expected annual level of labor that will be required during the O&M phase of the Project. The jobs presented here are expected to be performed by local New York workers. Table 27-9 summarizes the Applicant's forecast of the annual employment associated with the O&M of the Project.

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<sup>8</sup> Source: Bureau of Economic Analysis (2020).



**Table 27-9. Applicant's Forecasted Annual Labor Force during Project Operation and Maintenance**

Type of Job	Number of FTE Jobs Created	Payroll (2020\$) <sup>1</sup>
Solar Technician (preventive and corrective maintenance)	2.0	\$176,678
Tech Leader	1.0	\$128,367
High Voltage Technician	0.1	\$ 11,282
<b>Total</b>	<b>3.1</b>	<b>\$316,327</b>

<sup>1</sup>Payroll includes wages and salaries, benefits, and payroll taxes.

Based on the Applicant's evaluation, the employment during the O&M phase will be 3.1 FTE jobs. Payroll associated with these jobs is expected to be \$316,327 annually.

Table 27-10 below presents the total direct expenditures during the O&M phase of the Project. Labor costs were estimated by the Applicant based on anticipated employment levels, wage rates by worker type, and overhead (including insurance benefits, taxes, and unpaid leave). Materials and equipment costs were also developed by the Applicant specifically for the Excelsior Energy Center. The expected local shares of spending and local spending amounts are also included.

**Table 27-10. Annual Direct Expenditures during Project Operation and Maintenance.**

	Cost (2020\$)	Local Share	Local Spending (2020\$)
Labor: Technicians	\$316,327	100%	\$316,327
Materials and Equipment	\$573,000	100%	\$573,000
<b>Subtotal All Costs (without sales tax)</b>			
Sales Tax (Materials & Equipment Purchases)	\$45,840	100%	\$45,840
<b>Total</b>	<b>\$935,167</b>		<b>\$935,167</b>

*Notes: Numbers shown may not sum to totals because of rounding.*

As shown above, annual O&M costs are estimated to be \$935,167, with \$316,327 in labor costs, \$573,000 in materials and equipment costs, and \$45,840 in sales taxes. The annual expenditure of \$573,000 in materials and equipment costs is expected to be spent locally. Over 30 years, 93 FTE jobs will be generated by the Project. Payroll for the FTE jobs will total an estimated \$9.5

3.1

29

million, in 2020 dollars. The Project is expected to pay \$1.4 million in sales taxes over the 30-year operational period.

In addition to the above expenditures, the Applicant will make lease payments to local landowners for an estimated 1,650 acres.<sup>9</sup> The payments are anticipated to total \$3.3 million in the first year and escalate at 2 percent annually. Total payments over thirty years is estimated to be roughly \$133.9 million.

**27(e) Secondary Operation and Maintenance Impacts**

***Indirect Impacts***

As shown in Table 27-11 below, annual indirect local impacts during the O&M phase are expected to total between 1.8 and 2.0 FTE jobs, with payroll totaling between \$165,000 and \$182,000 and output totaling between \$434,000 and \$479,000. The Government industry is expected to experience the largest annual impact, with approximately 0.6 FTE jobs, between \$58,000 and \$64,000 in payroll, and between \$145,000 and \$160,000 in output.

**Table 27-11. Annual Indirect Local Impacts by Industry during Project Operation and Maintenance**

Industry	Labor Impacts (Jobs)	Earning Impacts (2020\$)	Output Impacts (2020\$)
Wholesale Trade	0.5 to 0.6	\$45,000 to \$50,000	\$114,000 to \$126,000
Retail trade	0.1 to 0.1	\$11,900 to \$13,200	\$33,000 to \$36,000
Transportation, Communications, Public Utilities	0.2 to 0.3	\$21,000 to \$2,3000	\$57,000 to \$63,000
Insurance and Real Estate	0.2 to 0.3	\$20,000 to \$22,000	\$61,000 to \$68,000
Finance	0 to 0	\$0 to \$1,000	\$1,100 to \$1,200
Other services <sup>2</sup>	0.1 to 0.1	\$8,000 to \$9,000	\$21,000 to \$24,000
Government	0.6 to 0.6	\$58,000 to \$64,000	\$145,000 to \$160,000
<b>Total</b>	<b>1.8 to 2.0</b>	<b>\$165,000 to \$182,000</b>	<b>\$434,000 to \$479,000</b>

*Note: Numbers shown may not sum to total because of rounding and because industries with small impacts (less than \$1,000 in earnings) are not shown.*

<sup>9</sup> Leased acreage is estimated. The final acreage leased will vary based on operational needs.

Table 27-12 presents the annual induced local impacts by industry. Annual induced impacts are expected to generate between 4.9 and 5.4 New York FTE jobs, payroll of between \$389,000 and \$430,000, and output of between \$1.0 million and \$1.1 million.

**Table 27-12. Annual Induced Local Impacts by Industry during Project Operation and Maintenance**

Industry	Labor Impacts (Jobs)	Earning Impacts (2020\$)	Output Impacts (2020\$)
Wholesale Trade	0.6 to 0.6	\$42,000 to \$46,000	\$107,000 to \$119,000
Retail trade	0.2 to 0.2	\$14,100 to \$15,600	\$36,000 to \$40,000
Transportation, Communications, Public Utilities	0.2 to 0.2	\$14,000 to \$15,000	\$36,000 to \$40,000
Insurance and Real Estate	0.2 to 0.2	\$15,000 to \$16,000	\$38,000 to \$42,000
Finance	0 to 0	\$700 to \$700	\$1,700 to \$1,900
Other services <sup>2</sup>	0.1 to 0.1	\$8,000 to \$9,000	\$22,000 to \$24,000
Government	3.6 to 4.0	\$295,000 to \$326,000	\$763,000 to \$843,000
<b>Total</b>	<b>4.9 to 5.4</b>	<b>\$389,000 to \$430,000</b>	<b>\$1,005,000 to \$1,111,000</b>

*Note: Numbers shown may not sum to total because of rounding and because industries with small impacts (less than \$1,000 in earnings) are not shown.*

### **Annual Net Secondary Effects**

As discussed previously, the JEDI model results for the proposed Project address secondary economic effects. Annual net secondary effects from the Project's O&M include the impacts discussed above and other difficult to quantify impacts associated with the Project. The JEDI Model, for example, does not consider the following impacts that are likely to occur as a result of the operation of the Project:

- Potential increases or decreases in electricity rates resulting from investments in new electricity or fuel infrastructure;
- Stability of electricity prices that might result from the reduced fuel price risk of renewable sources of electricity.
- Impacts associated with the possible displacement of new power plants made unnecessary by the added capacity of the proposed Project;
- Improvements in transmission or grid reliability;



- Changes in air or water emissions; and
- Changes in water use from power generation.

The Project is projected to have a positive effect on zonal prices in the control area load zone in which it is located. New York Independent System Operator (NYISO) Zone B is expected to experience a reduction in the average zonal prices of approximately \$0.92/MWh in 2023. If this reduction helps keep retail electric rates lower than they would otherwise be, there would be additional positive impacts to New York's economy arising from the operation of the proposed Project. Conversely, higher retail rates would have a negative impact on the state's economy. The Project may also support increased stability in electricity prices by reducing the fossil fuel price risk.

The Applicant is not aware of any reliable method to determine if the Project's added solar capacity would result in the cancellation of new power projects. Rather, the Project is being driven by New York State law, NYSPSC's Clean Energy Standard and the NYS State Energy Plan. The additional solar capacity is vital to meeting the state's goals to have 70 percent of energy generation produced from renewable energy sources by 2030 to achieve a 40 percent reduction in greenhouse gas emissions from the 1990 level by 2030 and to generate electricity carbon free by 2040 (Climate Leadership and Community Protection Act (CL&CPA) of 2019). Positive impacts to air quality are also projected, with an anticipated reduction in annual statewide emissions by 107 tons of SO<sub>2</sub>, 73 tons of NO<sub>x</sub>, and 205,432 tons of CO<sub>2</sub> (see Exhibit 8).

As a solar power generating facility, the Project will not use or emit any water discharges. There is no public water supply interconnection required for the operation of the Project, as stated in Exhibit 38. The Project will provide power generation without using water, which is a benefit when compared to thermoelectric generating facilities.

#### **27(f) School District Impacts During the Construction and Operation Phases**

The Project is located within the Byron-Bergen Central School District. The largest impact in terms of jobs would be during the construction period. Families do not, however, typically relocate for short-term construction jobs. Further, it is anticipated that some portion of the workers during both the construction and O&M phases of the Project will be local hires. No negative impacts to school district, therefore, are anticipated during the construction phase of the Project.



During the O&M phase of the Project, total annual impacts (direct, indirect, and induced) associated with employment are forecast to be between 9.8 and 10.5 FTE jobs. Long term population impacts in the school districts are anticipated to be minimal during the O&M phase of the Project. Payments in Lieu of Taxes (PILOT) payments are anticipated to be paid to the Byron-Bergen Central School District during the O&M phase of the Project. This analysis does not include potential benefits from any Host Community Agreement that may be negotiated with the Town of Byron.

#### **27(g) Municipal, Public Authority, and Utility Services Impacts during the Construction and Operation Phases**

As described above, population impacts from the construction and operation of the Project are expected to be negligible. In addition, the cost of any services required by Project employees living within the local municipalities would be offset by property taxes (or PILOT payments) and the applicable service fees. The Project construction and operation, however, are not anticipated to place any burdens on local services but will likely generate PILOT revenue or payments from the potential Host Community Agreement (HCA) for the taxing jurisdictions.

#### **27(h) Designated Tax Jurisdiction, Tax and Payment Impacts**

The Project includes property within three taxing jurisdictions that are expected to receive PILOT revenues or payments as part of a potential HCA. The jurisdictions are:

- Genesee County,
- Town of Byron, and
- Byron-Bergen Central School District.

These jurisdictions will benefit from a PILOT agreement or a potential HCA as described in the following section, and from additional economic activity in the vicinity of the Project. New York State is also anticipated to benefit from additional tax revenue generated by the construction and O&M of the Project. After the 20-year PILOT period, the Excelsior Energy Center will pay property taxes to the local jurisdictions for the remainder of the Project's useful life.

#### **27(i) Incremental Amount of PILOT Agreements and an HCA**

The Applicant anticipates executing PILOT agreements with the Genesee County Industrial Development Agency for the benefit of Genesee County, the Byron-Bergen Central School District, and Town of Byron, which will require annual PILOT payments for 20 years. An additional

HCA expected to be executed with the Town of Byron. While the specific terms of the PILOT agreement and HCAs have not yet been negotiated, these agreements will increase the revenues of the local taxing jurisdictions and will represent a significant portion of their total tax levy. For the purposes of this Exhibit, annual PILOT and HCA payments are estimated to be \$1,540,000 beginning in 2022. Total PILOT and HCA payments over the 20-year agreement period are estimated to exceed \$37.4 million. Table 27-13 below details the estimated PILOT and HCA payments to each taxing jurisdiction.

**Table 27-13. Anticipated Annual and Cumulative PILOT and HCA Payments for Solar Energy Center**

<b>Taxing Jurisdiction</b>	<b>2022 Annual Payment</b>	<b>Cumulative (20-year) Payment</b>
Town of Byron	\$ 473,096	\$11,494,980
Byron-Bergen Central School District	\$ 752,926	\$18,294,124
Genesee County	\$ 313,978	\$7,628,846
<b>Total</b>	<b>\$1,540,000</b>	<b>\$37,417,949</b>

*Notes: Payments related to the solar energy center are anticipated to increase over time by 2% per year. Numbers shown may not sum to totals because of rounding.*

The Byron-Bergen Central School District is anticipated to receive the largest payments, with a 20-year total of \$18.3 million. The Town of Byron is expected to receive \$11.5 million over the 20-year period, with Genesee County receiving a total of \$7.6 million over 20 years.

**27(j) Comparison of Fiscal Costs to Jurisdictions**

As discussed previously, the Project is not anticipated to impose fiscal costs related to the services provided by the local taxing jurisdictions. Employment during the construction phase will be temporary and is not expected to result in the relocation of families. Job-related impacts during the O&M of the solar energy center are relatively small. With the expected payments associated with the PILOT agreement and the HCA, the Project should result in positive fiscal impacts for the local jurisdictions. After the 20-year PILOT and HCA period, the Excelsior Energy Center will pay property taxes to the local jurisdictions for the remainder of the Project's useful life.

### **27(k) Analysis of Local Emergency Response**

Exhibit 18 outlines safety and security for Project. Detailed information regarding the emergency response procedures for possible contingencies (such as a fire emergency) is found in the Emergency Response Plan (ERP) in Appendix 18-2. The ERP includes information on local fire departments and local police/sheriff departments/offices. In the event of an emergency, the Site Leader will assess the situation and perform the proper actions and procedures as outlined in the ERP. This may include potential evacuation and contacting emergency services.

The ERP for the Project will be shared with the local emergency response teams. Local emergency response teams will be given an opportunity to review these plans, ask questions and provide suggestions. The Applicant understands the importance of coordination with local fire, police and other emergency services and will work to ensure that they are kept updated on the status of the Project and are made aware of potential safety and security emergencies. Preliminary introductions and discussions have been conducted with local fire departments and sheriff's office as described in the Public Involvement Plan (PIP) meeting log and additional discussions will occur prior to construction and prior to the start of operations. The Applicant will work with local emergency responders to coordinate any training that may be necessary. To the knowledge of the Applicant, no equipment not presently owned by the public fire department or other first responders will be needed to respond to emergencies at the Project either during the construction or operation of the Project.

### **27(l) Smart Growth Infrastructure Compliance Impacts**

The Project is a privately-funded energy project and, as such, is not subject to New York Environmental Conservation Law Article 6, Section 107 (ECL § 6-107) requiring the construction of new or expanded "public infrastructure" to meet certain Smart Growth Criteria. New York State's Smart Growth Public Infrastructure Policy Act outlines 10 criteria for evaluating public infrastructure. An additional criterion was added at a later date. While not required, the Project's consistency with Smart Growth Criteria is addressed below for illustrative purposes. Under the statute, state infrastructure agencies shall not approve, undertake, or finance a public infrastructure project, unless the project, to the extent practicable, meets the relevant criteria set forth in the document (ECL § 6-107).



**Criteria 1: To advance projects for the use, maintenance or improvement of existing infrastructure**

The development of the Project will improve the State's existing energy infrastructure by creating an economically viable, solar-powered electrical-generating facility that provides renewable energy to the New York State power grid. The Project will generate up to 280 MW of renewable energy and provide 20 MW/4 hours of energy storage that will be provided to the New York State electric system that is managed by the NYISO. The Project will use the existing electric system for the distribution of electricity to end users. Existing transportation infrastructure will be used for the conveyance of equipment and construction materials. No long-term impacts to the transportation infrastructure are anticipated.

Based on the contribution to the state electric system and the limited use of transportation infrastructure, the Project is consistent with Smart Growth Criteria 1.

**Criteria 2: To advance projects located in municipal centers**

New York State's Smart Growth Public Infrastructure Policy Act defines "municipal centers" as:

*areas of concentrated and mixed land uses that serve as centers for various activities, including, but not limited to, central business districts, main streets, downtown areas, brownfield opportunity areas, downtown areas of local waterfront revitalization program areas, transit-oriented development, environmental justice areas, and hardship areas (ECL § 6-107),*

as well as:

*areas adjacent to municipal centers, which have clearly defined borders, are designated for concentrated development in the future in a municipal or regional comprehensive plan, and exhibit strong land use, transportation, infrastructure and economic connections to a municipal center; and areas designated in a municipal or comprehensive plan, and appropriately zoned in a municipal zoning ordinance, as a future municipal center (ECL § 6-107).*

The development of solar power projects requires a large land area. As such, solar projects, such as this, are incompatible with municipal centers. Therefore, compliance with this criterion is impracticable. Additionally, siting a solar project requires willing landowners and access to a point of interconnection (POI) in order to provide the electricity generated to the electric system that is managed by the NYISO.



***Criterion 3: To advance projects in developed areas or areas designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan***

Solar projects require a large land area and, thus, are incompatible with infill development and waterfront revitalization. The Project is not located in a designated brownfield area. Therefore, compliance with this criterion is impracticable. Additionally, siting a scale solar project requires willing landowners and access to a point of interconnection in order to provide the electricity generated to the electric system that is managed by the NYISO.

***Criterion 4: To protect, preserve and enhance the state's resources, including agricultural land, forests, surface and groundwater, air quality, recreation and open space, scenic areas, and significant historic and archeological resources***

The Project is consistent with Criterion 4. Exhibits 4, 17, 20, 21, 22, 23, and 24, and related studies, analyze the potential effects on agricultural land, forests, surface and groundwater, air quality, recreation and open space, scenic areas, and significant historic and archaeological resources. These analyses illustrate that the Project has avoided and/or minimized impacts to the relevant resources to the maximum extent practicable. Any remaining impacts are outweighed by the benefit provided by the Project's generation of up to 280 MW of renewable energy and providing 20 MW/4 hour of energy storage, which will enhance the state's air quality.

***Criterion 5: To foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development and the integration of all income and age groups***

The proposed Project is in the rural community of Byron. The area is not currently proposed for mixed land uses, compact development, or the development of diverse and affordable housing in the proximity to places of employment, recreation and commercial development. Further, as mentioned previously, a solar project requires significant open space and, thus, is incompatible with downtown revitalization. The location is also not in a brownfield. Compliance with these criteria, therefore, is impracticable. Additionally, siting a solar project requires willing landowners and access to a point of interconnection in order to provide the electricity generated to the electric system that is managed by the NYISO.

***Criterion 6: To provide mobility through transportation choices including improved public transportation and reduced automobile dependency***

The Project will not be designed to impact transportation choices in the area. Therefore, compliance with this criterion is impracticable.

***Criterion 7: To coordinate between state and local government and intermunicipal and regional planning***

The Applicant has been involved in public outreach to local government and planning agencies throughout the development and review of the Project, in accordance with the requirements of the Article 10 process and the PIP plan prepared specifically for the Project. The stakeholder list and information on the public coordination efforts are included in Exhibit 2 and its appendices.

***Criterion 8: To participate in community-based planning and collaboration***

The Applicant has conducted and will continue to conduct stakeholder outreach throughout the development and review of the proposed Project. These efforts have been conducted in accordance with the requirements of the PIP, which includes stakeholder consultation and other forms of engagement, public education, public meetings, ample notification periods, and public comment periods at key milestones (see Exhibit 2 and the PIP for more information). Information is also available to the community via the website [www.excelsiorenergycenter.com](http://www.excelsiorenergycenter.com). These outreach efforts satisfy the criterion related to participation in community-based planning and collaboration.

***Criterion 9: To ensure predictability in building and land use codes***

The Applicant's Project will have no influence over building and land use codes in Genesee County or in the Town of Byron.

***Criterion 10: To promote sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations, by among other means encouraging broad based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain its implementation***

Solar power, a renewable energy source, generates electricity without the by-product of greenhouse emissions and can reduce the dependence on conventional power plants, thereby reducing the emissions of conventional air pollutants. In fact, the Project is expected to reduce

NO<sub>x</sub>, SO<sub>2</sub> and CO<sub>2</sub> emissions from the power sector in New York. In 2023, the Project is expected to reduce the annual statewide emissions by 107 tons of SO<sub>2</sub>, 73 tons of NO<sub>x</sub>, and 205,432 tons of CO<sub>2</sub> (see Exhibit 8).

The Project will help the state achieve the goals of having 70 percent of energy generation produced from renewable energy sources by 2030, a 40 percent reduction in greenhouse gas emissions from the 1990 level by 2030, and carbon-free generation of electricity by 2040 (CL&CPA of 2019). As this Project will expand the state's clean, renewable energy infrastructure and reduce greenhouse gas emissions, the Project is consistent with and will help the state achieve its goals in Criterion 10.

***Criterion 11 (effective March 21, 2015): To mitigate future physical climate risk due to sea level rise, and/or storm surges and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data if applicable***

The Project is consistent with New York's efforts to expand reliance on renewable energy sources and reduce greenhouse gas (GHG) emission. As described in *Climate Smart Communities Guide to Local Action: Taking Steps to Combat Climate Change*, reducing greenhouse gas emissions "will help stabilize atmospheric GHG at manageable levels and avoid severe climatic changes." The State recognizes that this action will "minimize the risks of climate change and reduce its long-term costs" (New York Department of Environmental Conservation (NYSDEC 2017). Solar power, as a zero-emission, renewable energy source, not only expands available power generation capabilities without increasing greenhouse gas emissions, the addition of a solar power project will result in a decrease in existing GHG emission levels, as solar power displaces generation from fossil fuel facilities. Therefore, the Project is expected to have a positive impact on the mitigation of future physical climate risk, thereby supporting Smart Growth Criterion 11.

### **27(m) Feasibility of Providing Local Access to Energy Generation**

If the Town of Byron were to become a Community Choice Aggregation (CCA), the local community could have access to energy generated by the Project. The purpose of a CCA is to allow participating local governments to procure energy supply service and distributed energy resources for eligible energy customers in the community. These customers would have the opportunity to opt out of purchasing power from the existing power provider, while maintaining transmission and distribution service from that utility.



CCA allows local governments to work together through a shared purchasing model to put out for bid the total amount of electricity and/or natural gas being purchased by eligible customers within the jurisdictional boundaries of participating municipalities. Eligible customers have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment, thereby fulfilling an important public purpose. New York State Energy Research and Development Authority (NYSERDA) has developed a toolkit to assist local governments and CCA Administrators to develop CCA programs in New York State.<sup>10</sup>

An alternative for the Project discussed in Exhibit 9 is to incorporate a community solar facility. If this alternative is adopted, there would be cost savings to any subscribers, including any municipal entities, that choose to subscribe. These savings would be in the form of a 10 percent reduction in energy unit costs provided in the form of an energy credit on the subscriber's utility bill.

#### **27(n) Statement on Actual Job Tracking and Tax Payment to Local Jurisdiction**

The Applicant is committed to tracking and report the actual number of direct jobs created during the construction and operational phases of the Project. Additionally, PILOT or tax payments to local jurisdictions made during the course of the Project will be recorded and reported.

#### **27(o) Socioeconomic Impact Estimate Workpapers**

Workpapers associated with the socioeconomic impact analysis presented in this Exhibit will be provided to the New York State Department of Public Service (DPS) under separate cover.

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<sup>10</sup> See <https://www.nyseda.ny.gov/All-Programs/Programs/Clean-Energy-Communities/Clean-Energy-Communities-Program-High-Impact-Action-Toolkits/Community-Choice-Aggregation> for additional information.



## References

- Bureau of Economic Analysis (2020). Gross Domestic Product (GDP) by State. Retrieved July 14, 2020 from URL <https://www.bea.gov/data/gdp/gdp-state>.
- Bureau of Labor Statistics (2020). Local Area Unemployment Statistics. Retrieved July 14, 2020 from URL <https://www.bls.gov/lau/#data>.
- National Renewable Energy Laboratory (NREL) (2019). "Limitations of the JEDI Model." Retrieved July 15, 2020 from URL <https://www.nrel.gov/analysis/jedi/limitations.html>.
- New York State Energy Research and Development Authority (2020). Community Choice Aggregation (CCA). Retrieved July 15, 2020 from URL <https://www.nyserda.ny.gov/All-Programs/Programs/Clean-Energy-Communities/Clean-Energy-Communities-Program-High-Impact-Action-Toolkits/Community-Choice-Aggregation>.
- U.S. Census Bureau. (2012). Table G001: Geographic Identifiers, 2010 Census Summary File 2. Retrieved August 7, 2020 from URL <https://data.census.gov>.
- U.S. Census Bureau. (2020). 2014-2018 American Community Survey 5-Year Estimates. Retrieved August 7, 2020 from URL <https://data.census.gov>.



**Project Name: Excelsior Energy Center**

**Board Meeting Date: June 3, 2021**

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

### **PROJECT DESCRIPTION:**

NextEra Energy Resources, through its affiliate the Excelsior Energy Center LLC is planning on constructing a 280MW-ac utility scale solar project with a 20MW 4-hour energy storage system on a parcel area of some 3,113 acres with a facility footprint (solar array) of some 1,616 acres (inside the fence) located in the Town of Byron, Genesee County.

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

**Project details:** The project expects to create 3 FTE technician positions in Genesee County whether employed by the developer or a 3<sup>rd</sup> party entity providing O&M services for the project. Average wages, salary, benefits and payroll taxes associated with each position is estimated at \$105,000 annually per the Excelsior solar economic impact study.

### **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:** A major benefit of this project is not only the renewable energy benefits it offers but also the notion that projects of this nature have the potential to have a considerable positive impact on the long-term tax base of the community while consuming only minor municipal/educational resources. In that stead, both a PILOT and a Host Community Benefit Agreement (HCA) were negotiated successfully to provide significant incremental property tax type revenues from this project benefitting the town of Byron (PILOT/HCA \$21M), Byron-Bergen CSD (PILOT \$16.4M) and Genesee County (PILOT/HCA \$7.8M). Both the PILOT and Host agreements are set initially to a 20-year contractual term. The Fiscal impact analysis (BCA) conducted for this project suggests a 20:1 ratio where the land base housing the Excelsior Solar project will generate \$20 in property tax type revenues for every \$1 generated in property taxes previously.

### **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:** Funding for the Host Community Agreement (HCA) to the town of Byron provides funding flexibility vis a’ vis the town’s budget. The town board has been working with residents discussing potential infrastructure and lifestyle investments which could be made with a portion of these funds with an eye toward enhancing community “livability” within the town.

**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:** The Benefit Cost Analysis (BCA) was described in the CEO’s Board Memo regarding the Excelsior Solar Project. Overall, a direct economic impact of \$117.5M over 20 years is expected against costs/incentives totaling \$32.8M for a Benefit to Cost ratio of 3.62. The total Fiscal Impact (aka tax base payments to area taxing jurisdictions) of this project totals some \$51.6M over 20 years. The fiscal impact ratio is a whopping 20:1 where \$20 will be realized in property tax type payments with the project in operation compared to every \$1 in property taxes generated previously. See the fiscal impact analysis report for further details.

**Board Discussion:**

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

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

**Project details:** The company is a “downstream” developer of Photovoltaic (solar) energy generation systems of which renewable energy product manufacturing is a strategic industry focused on by the Agency to attract renewable energy products manufacturing projects to our STAMP Mega-site.

**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 March of 2022 and be completed/operational by the end of November 2023.

**Board Discussion:**

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



**FINAL RESOLUTION**  
*(Excelsior Energy Center, LLC Project)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, June 3, 2021.

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

Resolution No. 06/2021 - \_\_\_\_\_

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 APRIL 19, 2021, WITH RESPECT TO THE EXCELSIOR ENERGY CENTER, 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 PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF THE STATE OF NEW YORK; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, 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, **EXCELSIOR ENERGY CENTER, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of fee title to or a leasehold interest in certain parcels of real property located in the Town of Byron, Genesee County, New York (the "Land", being more particularly described as a portion of certain tax parcels more fully identified on Schedule 1 attached hereto,

as may be subdivided and/or modified from time to time); (ii) the planning, design, construction and operation of a 280MWac PV solar electrical generation system and a 20MWac/4-hour duration energy storage system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility"); and

WHEREAS, pursuant to Article 18-A of the Act the Agency desires to adopt a resolution approving 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) 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 retain title to or a leasehold interest in the Land, Improvements, Equipment and personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (iv) provide financial assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Project, (b) a partial real property tax abatement structured through the Tax Agreement and (c) a mortgage recording tax exemption as authorized by the laws of the State of New York (collectively, the "Financial Assistance"); and

WHEREAS, on March 25, 2021, the Agency adopted a resolution (the "Initial Resolution") accepting the Application and directing that a public hearing be held; and

WHEREAS, pursuant to Section 859-a of the Act, on Monday, April 19, 2021, at 3:00 p.m., local time, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing"), whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views; a copy of the Notice of Public Hearing published in *The Batavia Daily News*, the affidavit of publication of such newspaper, and Minutes of the Public Hearing are attached hereto as **Exhibit A**; and

WHEREAS, no Financial Assistance shall be conferred upon the Company by the Agency until the time at which the Company provides the Agency with written documentation evidencing the Company's compliance with Article 10 of the New York State Public Service Law.

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

Section 1. The Company has presented an Application in a form acceptable to the



Agency. Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that:

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

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

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

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

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

Section 2. The Public Hearing held by the Agency on April 19, 2021, concerning the Project and the Financial Assistance was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also being provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

Section 3. Contingent upon the Company providing the Agency with written documentation evidencing the Company's compliance with Article 10 of the New York State Public Service Law, the Agency is hereby authorized to provide to the Company the Financial Assistance in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Project, (b) a partial real property tax abatement structured through the Tax Agreement and (c) a mortgage recording tax exemption as authorized by the laws of the State of New York.

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to \$203,300,637 @ 4%/\$39,453,268 @ 8% which



result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$11,288,287**. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

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

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

Section 7. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to negotiate and enter into (A) the Project Agreement, (B) the Lease Agreement, pursuant to which the Company leases the Project to the Agency, (C) the related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, and (D) the Tax Agreement; *provided*,

however, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project and (ii) the terms of the Tax Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 8. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record any mortgage, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") (collectively, the "Mortgage") up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 10. These Resolutions shall take effect immediately upon adoption.

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

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

The Resolutions were thereupon duly adopted.



**SECRETARY'S CERTIFICATION**  
*(Excelsior Energy Center, LLC Project)*

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on June 3, 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 June, 2021.

\_\_\_\_\_  
Secretary



## Schedule 1

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

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

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



- 8.-1-10.2
  - Caswell Road
  - Brooke-Lea LLC
  - Town of Byron
- 7.-1-73.1
  - Caswell Road
  - Legacy Lands LLC
  - Town of Byron
- 9.-1-2.2
  - Caswell Road
  - Legacy Lands LLC
  - Town of Byron
- 5.-2-58.11
  - Route 262
  - Charles D. Sackett
  - Town of Byron
- 5.-2-54.1
  - Route 262
  - Charles D. Sackett
  - Town of Byron
- 7.-1-46.111
  - Route 237
  - Legacy Lands LLC
  - Town of Byron
- 7.-1-47.11
  - 6548 Route 262
  - John L. Sackett Jr. & Charles D. Sackett
  - Town of Byron
- 7.-1-103.1
  - 6902 Ivison Road
  - CY Properties LLC
  - Town of Byron
- 7.-1-65.12
  - Route 237
  - Legacy Lands LLC
  - Town of Byron
- 7.-1-66.1
  - Route 237
  - Legacy Lands LLC
  - Town of Byron
- 7.-1-60.113
  - Gillett Road
  - CY Properties LLC
  - Town of Byron
- 7.-1-111
  - Ivison Road

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

**Exhibit A**

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

[Attached Hereto]



**REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF EXCELSIOR ENERGY CENTER, LLC PROJECT, HELD ON MONDAY, APRIL 19, 2021 3:00 P.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  
Penny Kennett, Operations Manager - GCEDC  
Jim Krencik, Director of Marketing and Communications – GCEDC  
Lauren Casey, Finance Assistant – GCEDC  
Eric Zuber (Town of Byron Councilman)  
Jim Lamkin  
Patty Andalora Kent  
Peter Yasses (Town of Byron Supervisor)  
Richard Colby (Landowner participating with Excelsior Energy Center, LLC Project)  
Barbie Starowitz (Farmer & Landowner participating with Excelsior Energy Center, LLC Project)  
James Vincent (Retired President & CEO of L-Brooke Farms)  
Paul Boylan  
D. Leaton  
Chuck Hoover  
(585) 738-0726  
(607) 331-4800  
(646) 469-6695  
(585) 739-5609

**II. CALL TO ORDER**

The public hearing of Excelsior Energy Center, LLC Project was opened at 3:00 pm 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/96249279547>, 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 962 4927 9547. 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 [mimasse@gcedc.com](mailto:mimasse@gcedc.com) no later than Wednesday, April 21, 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

Excelsior Energy Center, LLC project is a 280MW (AC) solar generation system located in the Town of Byron that will be interconnected with the electric grid. The estimated capital investment of this large-scale renewable energy project is \$345.55M.

The project will provide enhanced property tax payments via a 20-year PILOT and host benefit agreements that will contribute fiscally at a significantly greater level than the current agricultural-vacant land property tax payments currently being made that are associated with the project. The project will contribute \$6,500/MW in total PILOT/host benefit payments annually with a 2% annual escalator over the 20-year term.

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 versus average market rates for the generated power.

Incentives are estimated at \$32,786,600 over the 20-year project horizon. Benefits to the project include a sales tax exemption of \$11,288,287 and property tax exemption of \$21,498,313.

### 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.

Prior to the public hearing, M. Masse received letters from Barbie Starowitz and Richard Colby, as well as an email from James Vincent. M. Masse read these comments for those in attendance. Copies of the letters and email are attached to the minutes.

Richard Colby stated that in addition to his comments that he previously submitted, he also sent pictures of solar farms that he would like to be included as a supplement to the public hearing. Copies of the pictures are attached to the minutes.

Eric Zuber from Byron stated his dissatisfaction about the solar project as well as his overall concern for transparency regarding the project. He stated that he did not have sufficient time to prepare a written comment because he did not know that the public hearing was taking place until the day before its scheduled date. He cited this as example to illustrate the lack of transparency. Eric Zuber also stated that he had several concerns about the project, which are outlined below:

- 1) Environmental impact due to the location of the solar project
- 2) Impact on dairy
- 3) Waste coming out of OATKA
- 4) Negative carbon effect
- 5) Overall negative impact to the Town, County and State.

Barbie Starowitz made comments in response to Eric Zuber's concerns. She stated that there are

options/solutions to mitigate some of the concerns that he cited, and these have been discussed with him prior to the public hearing.

M. Masse stated that comments should relate to the proposed incentives.

J. Krencik provided ample opportunity for all attendees to speak. There were no additional comments made.

M. Masse concluded by stating that any additional written comments may be sent via email to [gcedc@gcedc.com](mailto:gcedc@gcedc.com) until Wednesday, April 21, 2021. Any additional comments received by this time will be presented to the Board, in addition to those comments stated tonight.

On Monday, April 19, James Vincent submitted comments that he intended to make at the public hearing but was not able to due to technical difficulties. These comments are attached to the minutes.

**V. ADJOURNMENT**

The public hearing was closed at 3:25 pm.



NOTICE LETTER  
EXCELSIOR ENERGY CENTER, LLC PROJECT

April 2, 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 Excelsior Energy Center, LLC:  
Public Hearing

Ladies and Gentlemen:

On Monday, April 19, 2021, at 3:00 p.m., local time, 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 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](http://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/s/96249279547>, 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 962 4927 9547. Online livestreaming of the public hearing will be available at <https://vimeo.com/531792653>.

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](mailto:gcedc@gcedc.com), with the subject line being "Excelsior Energy", no later than Wednesday, April 21, 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



## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law (the "Act") will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Monday, April 19, 2021, at 3:00 p.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.

Excelsior Energy Center, LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") requesting the Agency's assistance with a project (the "Project") consisting of: (i) the acquisition by the Agency of fee title to or a leasehold interest in certain parcels of real property located in the Town of Byron, Genesee County, New York (the "Land", being more particularly described as a portion of certain tax parcels more fully identified on Schedule 1 below, as may be subdivided and/or modified from time to time); (ii) the planning, design, construction and operation of a 280MWac PV solar electrical generation system and a 20MWac/4-hour duration energy storage system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility").

The Agency will acquire a leasehold interest in the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the leasehold interests will be terminated. The Agency contemplates that it will provide financial assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, and equipping of the Facility and (b) a mortgage recording tax exemption as authorized by the laws of the State of New York, consistent with the policies of the Agency, and (c) a partial real property tax abatement structured within a Tax Agreement (collectively, the "Financial Assistance").

### PLEASE NOTE SPECIAL PUBLIC HEARING CONDUCT INSTRUCTIONS AND INFORMATION:

In accordance with Section 859-a of the Act, a representative of the Agency will be at the above-stated time and place to present a copy of the Company's Project Application, which is also available for viewing on the Agency's website at: [gcedc.com/index.php/news/gcedc-approved-projects](https://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/96249279547> 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 962 4927 9547. Online livestreaming of the public hearing will be available at <https://vimeo.com/531792653>.

Schedule A

Chief Executive Officers  
of Affected Tax Jurisdictions

Via Certified Mail

No. 9489-0090-0027-6207-3503-19

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

Via Certified Mail

No. 9489-0090-0027-6207-3503-26

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

Via Certified Mail

No. 9489-0090-0027-6207-3503-33

Town of Byron  
Attn: Town Supervisor  
P.O. Box 9  
7028 Byron Holley Road  
Byron, New York 14422

Via Certified Mail

No. 9489-0090-0027-6207-3503-40

Byron-Bergen Central Schools  
Attn: Superintendent  
6917 West Bergen Road  
Bergen, New York 14416

Via Certified Mail

No. 9489-0090-0027-6207-3503-57

Byron-Bergen Central Schools  
Attn: Board of Education President  
6917 West Bergen Road  
Bergen, New York 14416

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](mailto:gcedc@gcedc.com), with the subject line being "Excelsior Energy", no later than Wednesday, April 21, 2021.

Dated: April 6, 2021

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

Schedule

SBL: 4.-1-11.1 Address: Tower Hill Road	SBL: 6.-1-16.111 Address: Caswell Road	SBL: 8.-1-4 Address: Byron Road
SBL: 4.-1-27.11 Address: Route 262	SBL: 6.-1-19.213 Address: 7271 Byron Road	SBL: 8.-1-5 Address: Byron Road
SBL: 6.-1-6 Address: Route 262	SBL: 6.-1-25.1 Address: Cockram Road	SBL: 8.-1-38.1 Address: Walkers Corners Road
SBL: 6.-1-5.1 Address: Route 262	SBL: 6.-1-33.111 Address: Cockram Road	SBL: 8.-1-19.12 Address: Walkers Corners Road
SBL: 6.-1-43.1 Address: Byron Road	SBL: 6.-1-28.111 Address: Cockram Road	SBL: 8.-1-17.12 Address: Walkers Corners Road
SBL: 6.-1-42.1 Address: Byron Road	SBL: 6.-1-26.2 Address: Bank Street Road	SBL: 8.-1-10.2 Address: Caswell Road
SBL: 6.-1-42.2 Address: Byron Road	SBL: 6.-1-26.1 Address: Bank Street Road	SBL: 7.-1-73.1 Address: Caswell Road
SBL: 6.-1-37.1 Address: Bank Street Road	SBL: 8.-1-1.2 Address: Bank Street Road	SBL: 9.-1-2.2 Address: Caswell Road
SBL: 6.-1-15.2 Address: Cockram Road	SBL: 6.-1-22 Address: Byron Road	SBL: 5.-2-58.11 Address: Route 262
SBL: 6.-1-44 Address: Cockram Road	SBL: 8.-1-2.2 Address: Byron Road	SBL: 5.-2-54.1 Address: Route 262
SBL: 6.-1-14 Address: Byron Road	SBL: 8.-1-29 Address: Walkers Corners Road	SBL: 7.-1-46.111 Address: Route 237
SBL: 6.-1-13.12	SBL: 8.-1-28	SBL: 7.-1-47.11

Address: Caswell Road	Address: Walkers Corners Road	Address: 6548 Route 262
SBL: 6.-1-13.111	SBL: 8.-1-26.1	SBL: 7.-1-103.1
Address: 7022 Caswell Road	Address: Walkers Corners Road	Address: 6902 Ivison Road
SBL: 6.-1-52	SBL: 8.-1-3	SBL: 7.-1-65.12
Address: Byron Road	Address: Byron Road	Address: Route 237
SBL: 7.-1-66.1	SBL: 7.-1-60.113	SBL: 7.-1-111
Address: Route 237	Address: Gillett Road	Address: Ivison Road
SBL: 6.-1-37.2		
Address: 6999 Bank Street Road		



**STAR GROWERS FARM LLC**  
**7500 Starowitz Road**  
**Elba NY 14058**  
**(585) 343-1443**

April 19, 2021

Dear GCIDA:

I am a farmer and landowner participating with the Excelsior Energy Center.

After graduating Byron-Bergen high school I invested in farmland and so did members of my family here in Byron, NY. I have made a good life working on my family's farm and hope that I can continue to do so and that the generations that follow me can as well. The Excelsior Energy Center will not only support our farm for generations to come, but it will also provide new local revenue and new local jobs for our community.

Over the next 20 years, the Excelsior Energy Center anticipates providing approximately \$37.4 million to the Town of Byron, the Byron-Bergen Central School District and Genesee County.

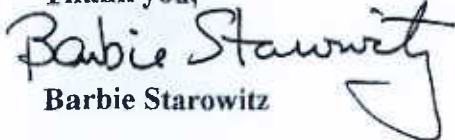
In addition, the project anticipates creating approximately 290 full-time equivalent jobs during construction and has committed to hiring 90% of the employees working on the project site, excluding construction project management, from the local labor force as defined by Genesee County Economic Development Center.

Farmers are trying to diversify so they can continue to stay in business in the future. Each crop year we rely heavily on the weather. But for so many of these years it is either too wet or too dry. Crops have been suffering, low yields, bad quality and so on. But a farmer must still come up with the money to pay the expenses. The advantage of a clean solar energy income will help the farms to survive. It will help reduce economic pressures faced by farmers and encourage an approach that does not permanently remove land from agricultural production. Excelsior Energy Center supports farmers' right to use their land appropriately to support the viability of their businesses.

Lastly, the Excelsior team's commitment to community input is unmatched. Project representatives have attended and hosted many community events, such as monthly meetings at the Byron Hotel, general information session with the Genesee County First Responders, talking to neighbors to obtain local feedback and so on. All of this in an effort to help make this the best possible project for our community.

The Byron community of over 2,300 people can and will benefit from the Solar Project. Working together is a positive thing for the whole community and our future generations.

Thank you,

  
Barbie Starowitz

### Richard Colby GCEDC Statement

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Good afternoon. My name is Richard Colby. I am a landowner participating with the Excelsior Energy Center.

I grew up on a large family run diversified farm. In my teens and early 20's, I occasionally tilled the soil and harvested crops from some of the very land that is being developed for solar. Colby Homestead Farms is still going strong with the 8<sup>th</sup> generation producing fresh market milk and potatoes in addition to many other crops.

Farming along with the land use has changed over the decades. Technological improvements, improved plant varieties, fertilizers, and the tractors made further changes to the land use and viewscape of the town of Byron. Today every home I know of in Byron has electricity. 100 years (or so) ago, no one had electricity in their home.

I see using solar to produce electricity as another export crop converting sunshine to usable energy. The Excelsior Energy Center is a good and necessary change, and it will provide new local revenue and new local jobs for our community.

But, *"It will impact our home values!"* the neighbors exclaim. I agree, over the next 20 years, the Excelsior Energy Center will provide the Town, Byron-Bergen Central School District and Genesee County with significant funding. This will enable many public enhancements to the community, which I believe, will drive up the values and make it not only that people want to live, but also stay in Byron.

And, the project anticipates creating approximately 290 full-time equivalent jobs during construction and has committed to hiring 90% of the employees working on the project site, excluding construction project management. This would be a short term inconvenience but a significant "boon" to local businesses (restaurants ect.). I see it as adding a bit of excitement to the town.

Furthermore, the entire town isn't going to be covered with solar panels, on my property as an example, about 1/3 of the land will be outside the fence, much of it highly accessible along existing roads. In total, Excelsior Energy Center's solar panels will cover less than half of the Project's fenced area. I am looking at new and different uses of these strips and buffers, from U-pick fruits to nursesey stock and I have even researched installing a Hopps yard to have a locally sourced input for beer brewing.

Once built, Excelsior will be complementary to the rural residential and existing agricultural land uses. Not to mention it will bring tremendous benefits to our community through new revenue, new local construction jobs and support for farms in our community.

I would like to thank you again for the chance to speak on behalf of this project today. I also want to thank all of those who dialed in to listen to my remarks and others. Thank you for your time,

**Penny Kennett**

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**From:** lbrookefarms@rochester.rr.com  
**Sent:** Monday, April 19, 2021 1:23 PM  
**To:** 'gcedc@gcedc.com'  
**Cc:** 'Ed@consultgemini.com'  
**Subject:** Excelsior Energy

We would like to submit the following comment to the GCIDA - Excelsior Public Hearing:

We are advocates of green energy, integrated technology and the many advantages the Excelsior Solar Project represents. Not just because of having some of our lands involved in these solar leases, but what a dynamic and steady income stream means to our farm business model, providing for a vehicle for long term reinvestment, succession planning and diversification.

Agriculture is challenged by low commodity prices, global trade policy, a diminishing labor pool, government regulation and an unfair tax burden. Alternative sources of income are absolutely essential if our farm businesses and the associated land base are to be sustained and provide opportunity for future generations.

Respectfully,

Jim Vincent  
L-Brooke Farms & Affiliates



**Penny Kennett**

---

**From:** Richard Colby <rcolby85@gmail.com> on behalf of Richard Colby  
**Sent:** Monday, April 19, 2021 1:45 PM  
**To:** gcedc@gcedc.com  
**Subject:** Re: Excelsior Energy Apr 19

Thanks, another add for today as pictures can quickly communicate a lot, quickly, if this could be included:

<https://www.euronews.com/living/2021/04/15/these-are-the-11-most-beautiful-solar-farms-in-the-world>

1st my comparison:

Alpes-de-Haute-Provence, France

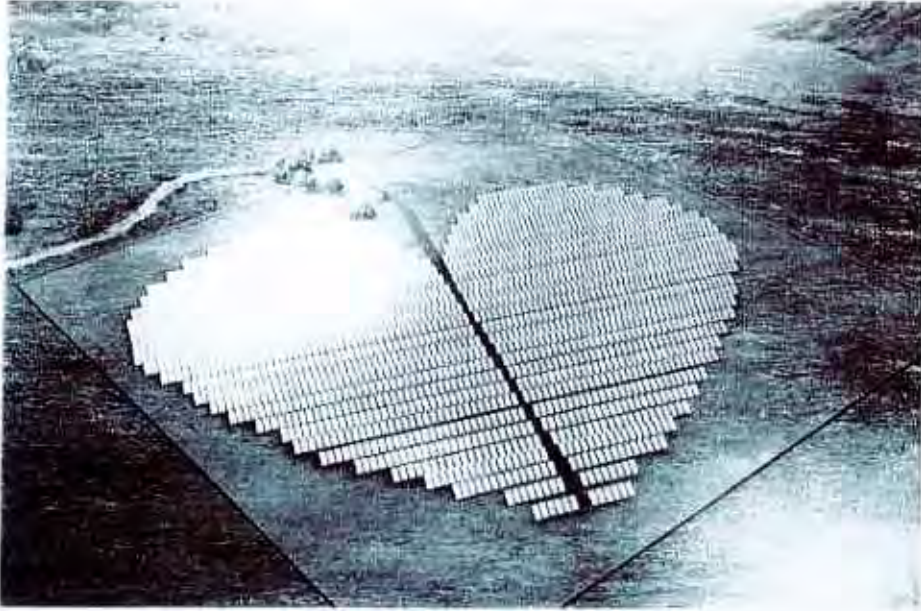


vs: Western New York Vineyard

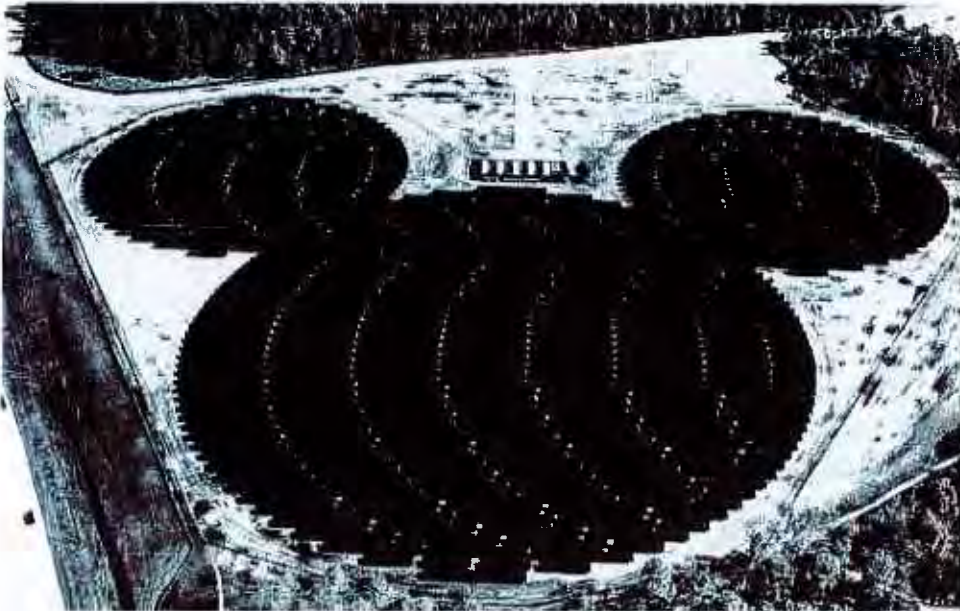


Artwork





Advertising - Good Mickey



On Mon, Apr 19, 2021 at 1:38 PM <[gcedc@gcedc.com](mailto:gcedc@gcedc.com)> wrote:

This will be presented at the public hearing.

**Excelsior Energy Center  
Public Hearing  
Monday, April 19 at 3 p.m.**

**Video Conferencing**  
<https://zoom.us/j/96249279547>

**Audio Conferencing**  
Dial +1 929 205 6099  
Webinar ID: 962 4927 9547

**Vimeo Livestreaming**  
<https://vimeo.com/531792653>

Thank you,

Penny C. Kennett

Operations Manager

Genesee County Economic Development Center

99 MedTech Drive | Batavia, New York 14020-3141

Office: (585) 343-4866, Ext. 19 | Fax: (585) 343-0848

Email: [pkennett@gcedc.com](mailto:pkennett@gcedc.com) | Website: [www.gcedc.com](http://www.gcedc.com)



**From:** Richard Colby <[rcolby85@gmail.com](mailto:rcolby85@gmail.com)>  
**Sent:** Monday, April 19, 2021 1:28 PM

To: [gcedc@gcedc.com](mailto:gcedc@gcedc.com)

Subject: Excelsior Energy Apr 19

I plan on connecting with today's meeting and make comments along the line of the attached statement.

Richard Colby  
7 Chesterbrook Lane

(585) 352-1455

Richard Colby  
7 Chesterbrook Lane  
(585) 352-1455

## Excelsior Public Statement Hearing

My name is James Vincent, retired President and CEO of L-Brooke Farms, Inc. and associated companies. During my tenure of over 55 + years our farming operation has grown from 500 acres to over 7500 acres encompassing lands in six counties of Western NY. We are advocates of green energy, integrated technology and the many advantages the Excelsior Solar Project represents. Not just because of having some of our lands involved in these solar leases, but what a dynamic and steady income stream means to our farm business model, providing for a vehicle for long term reinvestment, succession planning and diversification.

It goes without saying these are unprecedented and challenging times, not only for our farm business, the Town of Byron, Byron-Bergen School District, Genesee County but for our economy and rural lifestyle. As a former town Supervisor and my numerous County positions in planning, infrastructure resources and economic development; I know first-hand the driver that a diverse and healthy agriculture can provide to local economies. We pay over \$200,000 in local and school district taxes each year. We understand that in New York we will have good education, great medical care and strong social services, but basing it on real estate taxation puts us at an unfavorable competitive position. The community will benefit with this project providing benefits that should translate into less tax burden for agriculture, Host Benefit Packages and a PILOT Agreement.

The importance of having solar for agriculture and associated services furthers our history of success in having diversity for our farm business. Our involvement in many different agriculture sectors: dairy, fruit, vegetables, equipment and associated services both for the production and processing of our land's bounty have provided opportunity for growth and sustainability.

Today that growth, sustainability and the very survival of agriculture is challenged by low commodity prices, global trade policy, a diminishing labor pool, government regulation and an unfair tax burden. Alternative sources of income are absolutely essential if our farm businesses and the associated land base are to be sustained and provide opportunity for future generations. My experience on bank board's leadership roles with the Farm Service Agency of USDA and The Farm Credit System have taught me the value of defined income streams and budgeting for reinvestment for fragile family farm businesses.

Land use planning and the preservation of agriculture lands are paramount to farm and community sustainability. As former Chair of the New York State Advisory Council on Agriculture, I see a tremendous parallel these solar leases provide to land conservation and the investment New York State makes yearly in the Purchase of Development Rights, ensuring future generations will have land to farm, when leases are terminated or technology makes them obsolete.

I see solar farms as additional technology that has driven US Agriculture to be the envy of the World. The Green revolution is here to stay and climate change is real, through 25 plus years: culminating as Chairman of the National Council of Agricultural Research Extension and Teaching, has exposed me to the promise and opportunities that we must garner to remain viable for our farms and communities.

My Grandfather said the most important thing a farmer can put on his land, is his shadow. It capitalizes on light from the sun, I hope we and our community are allowed to do the same.



## Penny Kennett

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**From:** lbrookefarms@rochester.rr.com  
**Sent:** Monday, April 19, 2021 4:10 PM  
**To:** 'gcedc@gcedc.com'  
**Subject:** RE: Excelsior Energy  
**Attachments:** GCEDC - NEXT ERA HEARING COMMENTS.docx

Good Afternoon,

I was planning on speaking during the public statement hearing today, but I could not get my phone off mute to read my statement, so I am attaching it. My cell phone was joined in as (585) 738-0726.

Thank you,

Jim Vincent

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From: gcedc@gcedc.com  
To: lbrookefarms@rochester.rr.com  
Cc:  
Sent: Monday April 19 2021 1:38:26PM  
Subject: RE: Excelsior Energy

This will be presented at the public hearing.

**Excelsior Energy Center  
Public Hearing  
Monday, April 19 at 3 p.m.**

**Video Conferencing**  
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**Audio Conferencing**  
Dial +1 929 205 6099  
Webinar ID: 962 4927 9547

**Vimeo Livestreaming**  
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Thank you,

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**Sent:** Monday, April 19, 2021 1:23 PM  
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**Cc:** 'Ed@consultgemini.com' <Ed@consultgemini.com>  
**Subject:** Excelsior Energy

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Agriculture is challenged by low commodity prices, global trade policy, a diminishing labor pool, government regulation and an unfair tax burden. Alternative sources of income are absolutely essential if our farm businesses and the associated land base are to be sustained and provide opportunity for future generations.

Respectfully,

Jim Vincent

L-Brooke Farms & Affiliates

**Exhibit B**

Evidence of Company's compliance with Article 10 of the New York State Public Service Law to include a copy of the "certificate of environmental compatibility and public need" from the New York State Board on electric Generation Siting and the Environment.

[Attached Hereto]

**Plug Power Project Gateway: Amend STAMP Main Campus Substation Engineering, Procurement, Construction (EPC) to project**

**Memo to the GCEDC STAMP Committee / GCEDC Board of Directors**

**S. G. Hyde, President and CEO**

**June 1, 2021 / June 3, 2021**

- 3.2 STAMP Main Substation – Plug Power, through their 100% owned affiliate Yellowtail Energy LLC, has agreed to advance funds of up to \$55.3M to undertake the engineering, procurement, and construction (EPC) of the STAMP main campus substation given its significant interdependency with the success of their Project Gateway which as you are aware relates to the development and construction of a Green Hydrogen production facility on the STAMP campus. This substation will not only benefit Plug Power's project but also nearly doubles the investment in infrastructure deployed at STAMP and will benefit future tenants as well.

GCEDC received a letter from Plug Power dated 5/7/21 (attached) requesting that the STAMP main substation investment be amended and included as a part of their investment in and with Project Gateway to include increasing the Sales Tax Exemption to the project by \$2,800,000 given the increased sales taxable purchases associated with the substation materials and equipment.

A supplemental public hearing is scheduled for June 3, 2021 at 10:00AM at the Alabama Town Hall to hear public comments as to the contemplated increase in financial assistance to Project Gateway.

I hereby request the GCEDC Board of Directors, subject to review of the letter from Plug Power amending the Project Gateway application for financial assistance along with the comments from the public hearing, to vote to amend the investment made by Project Gateway by including the STAMP main substation and to grant an increase in the Sales Tax Exemption for the project by \$2.8M.

CEO Recommendation: Approval



Corporate Headquarters  
968 Albany Shaker Road  
Latham, NY 12110  
518.782.7700



May 7, 2021

Mr. Steven G. Hyde  
President and CEO  
Genesee County Economic Development Center (GCEDC)  
99 MedTech Drive, Suite 106  
Batavia, NY 14020

[VIA EMAIL]

Dear Steve:

Plug Power, in an effort to advance the development of our phase 1 plans to construct and operate a 45 metric ton per day green hydrogen generation facility at the STAMP campus in the Town of Alabama, Genesee County New York has agreed to fund and construct the STAMP campus 345kV to 115kV main substation.

Success of our green hydrogen facility project is highly interrelated to the successful development, construction, and timely in-service date of the STAMP main substation.

Given a Plug Power 100% owned subsidiary, Yellowtail Energy LLC, will be the special purpose entity funding and undertaking the final Engineering, Procurement and Construction (EPC) of the STAMP main substation for a capital investment of up to \$55.3M, we respectfully request GCEDC to append this investment as a part of our previously submitted application dated February 25, 2021 and extend a sales tax exemption to the sales taxable equipment and materials associated with the STAMP campus main substation project.

The engineering estimate related to sales taxable materials and equipment for the \$55.3M substation is approximately \$35M. The sales tax exemption value, at an 8% sales tax rate in Genesee County would value at \$2.8M.

We are pleased to partner with GCEDC to advance the infrastructure development of the STAMP campus by undertaking the EPC of the STAMP main substation located on a parcel owned by GCEDC which will benefit not only Plug Power's continued growth but also future occupants of the STAMP campus.

Please don't hesitate to contact me at (408) 823-6566 or at brbrophy@plugpower.com with questions.

Sincerely,

Brenor Brophy  
Vice President, Project Development

**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:	\$288,009,880	Retained Jobs:	
Incentive Amount:	\$121,661,680	School District:	Oakfield-Alabama
Benefited Amount:	\$267,709,880	PILOT Applicable:	Yes

**Project Information**

Organization:	GCEDC		
Opportunity Source:	3rd Party Professional	Date of Public Hearing:	3/22/21
Initial Acceptance Date:	3/4/2021	Inducement Date:	3/25/2021
Date of Public Hearing (Supplemental):	6/3/2021	Inducement Date (Supplemental):	6/3/2021

**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 produced 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.

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

On 5/7/21, Plug Power submitted a request to amend their application to GCEDC by \$55.3 million in additional capital investment to include the undertaking of the final engineering, procurement and construction (EPC) of the STAMP campus main substation. This effort is highly interrelated and necessary for the success of Project Gateway and will serve as the main substation for future tenants at STAMP as well.

As such, Plug Power, in an effort to support the continued infrastructure development at STAMP, has agreed to advance the funds to construct the substation and has requested the GCEDC board approve a Sales Tax Exemption (8%) for the materials and equipment to be procured.

**Economic Impact:** The project has an estimated economic impact of \$4.40 for every \$1 in public investment.

**Project Detail (Total Capital Investment)**

Building Cost (Construction):		Capital Improvements:	
Equipment (non-taxable):		Equipment (Taxable) /	
		Other Proj Investment:	
Land Cost (Real Estate):			
Total Capital Investment:	\$288,009,880		

**Estimated Benefits Provided**

Sales Tax Exempt:	\$3,913,680	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$0	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$117,748,000		
Total Estimated Tax Incentives Provided:	\$121,661,680		

**SUPPLEMENTAL 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, June 3, 2021.

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

Resolution No. 06/2021 - \_\_\_\_

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE SUPPLEMENTAL PUBLIC HEARING HELD BY THE AGENCY ON MONDAY, JUNE 3, 2021 WITH RESPECT TO THE PLUG POWER INC. (THE "COMPANY") AMENDED PROJECT (AS DESCRIBED BELOW), (ii) AUTHORIZING AN INCREASE IN THE FINANCIAL ASSISTANCE (AS DESCRIBED BELOW) TO BE PROVIDED BY THE AGENCY TO THE COMPANY, (iii) RATIFYING AND CONFIRMING THE FINDINGS OF THE AGENCY MADE IN THE RESOLUTIONS PREVIOUSLY ADOPTED BY THE AGENCY ON AUGUST 1, 2013, AND SEPTEMBER 5, 2013, AND (iv) IF NECESSARY, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

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

WHEREAS, pursuant to resolutions adopted on March 4, 2021 (the "Initial Resolution") and March 25, 2021 (the "Final Resolution"), the Agency authorized certain Financial Assistance (as defined in the Final Resolution) with respect to a certain project (the "Project") to be undertaken by **PLUG POWER INC.** (the "Company"), as agent of the Agency, consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain real property located at 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 Section 859-a of the Act, on Monday, March 22, 2021, at 6:30 p.m., local time, at the Town of Alabama Fire Department (Fire Hall) at 2230 Judge Road, Basom, New York 14125, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Initial Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views; and

WHEREAS, following the Initial Public Hearing and the adoption by the Agency of the Final Resolution, the Company informed the Agency that the Project would be amended (as so amended, the "Amended Project") as set forth below:

(i) the acquisition by the Agency of a leasehold or other interest in certain real property located at 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)(A) the planning, design, construction and operation on the Land of a green hydrogen production and distribution facility and (B) the planning, design, construction and operation on certain real property located on Lewiston Rd. in the Town of Alabama, New York (being more particularly described as all or a portion of tax parcel Nos. [6-1-84 and 10-1-4.112]) of a 345kV to 115kV main electric substation (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").

WHEREAS, the Company further informed the Agency that the value of goods and services relating to the Project that will be subject to New York State and local sales and use tax will be in an amount of up to \$[48,921,000.00] (such amount being an increase of \$[35,000,000.00]), which will result in New York State and local sales and use tax exemption benefits not to exceed \$[3,913,680.00] (such amount being an increase of \$[2,800,000.00]); and

WHEREAS, pursuant to Section 859-a of the Act, on Thursday, June 3, 2021, at 10:00 a.m., local time, at the Alabama Town Hall, 2218 Judge Road, Oakfield, New York 14125, the Agency held a supplemental public hearing with respect to the modified Project and the proposed financial assistance being contemplated by the Agency (the "Supplemental Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the Minutes of said Supplemental Public Hearing along with the Notice of Supplemental Public Hearing published and forwarded to the affected taxing jurisdictions ten (10) days prior to said Supplemental Public Hearing are attached hereto as Exhibit A; and

WHEREAS, the Agency desires to adopt a resolution (i) acknowledging that the Supplemental Public Hearing with respect to the modified Project was held in compliance with



the Act, (ii) authorizing the Company to make purchases of goods and services relating to the Project in the amount of up to \$[48,921,000.00], which will result in local sales and use tax exemption benefits not to exceed \$[3,913,680.00], (iii) ratifying and confirming the findings made by the Agency in the Initial Resolution and Final Resolution adopted, and (iv) if necessary, authorizing the execution and delivery of related documents.

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

Section 1. The Supplemental Public Hearing held by the Agency on June 3, 2021, concerning the modified Project and the Financial Assistance to be provided by the Agency to the Company was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Supplemental Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Amended Project.

Section 2. Based upon representations and warranties made by the Company, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to New York State and local sales and use tax in an amount up to \$[48,921,000.00], which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed \$[3,913,680.00]. The Agency agrees to consider any requests by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services. Pursuant to Section 875(3) of the New York General Municipal Law, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving sales and use tax exemption benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

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

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

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

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

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

The resolutions were thereupon duly adopted.

**EXHIBIT A**

Notice Documents with Respect to modified Project  
(Public Hearing Held on June 3, 2021)



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

	<u>4/30/21</u>	Three Month Period Ended <u>3/31/21</u>	[Per Audit] <u>12/31/20</u>
<b>ASSETS:</b>			
Cash - Unrestricted	\$ 2,013,145	\$ 2,003,941	\$ 2,257,813
Cash - Restricted <sup>(A)(1)</sup>	9,658,752	10,043,827	8,089,027
Cash - Reserved <sup>(B)</sup>	791,816	791,678	791,347
Cash - Subtotal	12,463,713	12,839,446	11,138,187
Grants Receivable <sup>(2)</sup>	95,600	91,850	86,350
Accts Receivable- Current <sup>(3)</sup>	312,746	375,589	280,042
Deposits	2,832	2,832	2,832
Prepaid Expense(s) <sup>(4)</sup>	27,971	22,310	26,223
Loans Receivable - Current	55,539	53,055	52,923
<b>Total Current Assets</b>	<b>12,958,401</b>	<b>13,385,082</b>	<b>11,586,557</b>
Land Held for Dev. & Resale <sup>(5)</sup>	16,222,630	15,998,395	15,930,796
Furniture, Fixtures & Equipment	67,982	67,982	67,982
Total Property, Plant & Equip.	16,290,612	16,066,377	15,998,778
Less Accumulated Depreciation	(67,982)	(67,982)	(67,982)
<b>Net Property, Plant &amp; Equip.</b>	<b>16,222,630</b>	<b>15,998,395</b>	<b>15,930,796</b>
Accts Receivable- Non-current <sup>(6)</sup>	279,650	279,650	279,650
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	234,106	238,866	253,122
<b>Other Assets</b>	<b>513,756</b>	<b>518,516</b>	<b>532,772</b>
<b>TOTAL ASSETS</b>	<b>29,694,787</b>	<b>29,901,993</b>	<b>28,050,125</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows <sup>(11)</sup>	492,700	492,700	492,700
<b>Deferred Outflows of Resources</b>	<b>492,700</b>	<b>492,700</b>	<b>492,700</b>
<b>LIABILITIES:</b>			
Accounts Payable <sup>(7)</sup>	4,095	107,127	222,159
Loan Payable - Genesee County - Current <sup>(8)</sup>	295,000	295,000	290,000
Accrued Expenses	8,227	205	22,736
Unearned Revenue <sup>(9)</sup>	8,625,627	8,786,359	6,751,032
<b>Total Current Liabilities</b>	<b>8,932,949</b>	<b>9,188,691</b>	<b>7,285,927</b>
Loans Payable - ESD <sup>(10)</sup>	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent <sup>(8)</sup>	3,130,000	3,130,000	3,425,000
Aggregate Net Pension Liability <sup>(11)</sup>	704,674	704,674	704,674
<b>Total Noncurrent Liabilities</b>	<b>9,031,161</b>	<b>9,031,161</b>	<b>9,326,161</b>
<b>TOTAL LIABILITIES</b>	<b>17,964,110</b>	<b>18,219,852</b>	<b>16,612,088</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows <sup>(11)</sup>	54,982	54,982	54,982
<b>Deferred Inflows of Resources</b>	<b>54,982</b>	<b>54,982</b>	<b>54,982</b>
<b>NET ASSETS</b>	<b>\$ 12,168,395</b>	<b>\$ 12,119,859</b>	<b>\$ 11,875,755</b>

**Significant Events:**

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

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

(A) Restricted Cash = Municipal Funds, RLF #2 Funds, Grant Funds Received in Advance.

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

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

	Month to Date		YTD		2021	2021
	4/30/21	4/30/20	2021	2020	Board Approved Budget	YTD % of Budget
<b>Operating Revenues:</b>						
Genesee County	\$ 19,459	\$ 19,459	\$ 77,837	\$ 77,837	\$ 233,513	33%
Fees - Projects	250	13,718	21,500	29,718	399,500	5%
Fees - Services	6,961	6,707	27,845	26,828	83,387	33%
Interest Income on Loans	286	333	1,167	1,355	3,313	35%
Rent	200	200	3,440	800	24,790	14%
Common Area Fees - Parks	-	400	355	700	500	71%
Grants (1)	164,113	-	822,530	584,913	21,692,668	4%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	100,000	100,000	300,000	33%
BP <sup>2</sup> Revenue	-	50,000	701	50,000	8,634	8%
Other Revenue	989	838	1,078	6,397	5,000	22%
<b>Total Operating Revenues</b>	<b>217,258</b>	<b>116,655</b>	<b>1,056,453</b>	<b>878,548</b>	<b>22,751,305</b>	<b>5%</b>
<b>Operating Expenses</b>						
General & Admin	96,432	90,135	388,120	415,800	1,415,425	27%
Professional Services	12,095	13,478	18,502	18,095	108,000	17%
Site Maintenance/Repairs	-	405	1,403	1,622	17,200	8%
Property Taxes/Special District Fees	-	-	4,597	2,533	3,320	138%
PIF Expense	-	-	35,042	28,410	134,115	26%
Site Development Expense	60,877	7,209	319,377	8,684	579,207	55%
Real Estate Development (2)	224,235	-	291,834	269,974	21,010,000	1%
Balance Sheet Absorption	(224,235)	-	(291,834)	(269,974)	-	N/A
<b>Total Operating Expenses</b>	<b>169,404</b>	<b>111,227</b>	<b>767,041</b>	<b>475,144</b>	<b>23,267,267</b>	<b>3%</b>
<b>Operating Revenue (Expense)</b>	<b>47,854</b>	<b>5,428</b>	<b>289,412</b>	<b>403,404</b>	<b>(515,962)</b>	
<b>Non-Operating Revenue (Expense)</b>						
Other Interest Income	682	820	3,228	7,413	7,000	46%
<b>Total Non-Operating Revenue (Expense)</b>	<b>682</b>	<b>820</b>	<b>3,228</b>	<b>7,413</b>	<b>7,000</b>	<b>46%</b>
<b>Change in Net Assets</b>	<b>48,536</b>	<b>6,248</b>	<b>292,640</b>	<b>410,817</b>	<b>\$ (508,962)</b>	
<b>Net Assets - Beginning</b>	<b>12,119,859</b>	<b>11,277,097</b>	<b>11,875,755</b>	<b>10,872,528</b>		
<b>Net Assets - Ending</b>	<b>\$ 12,168,395</b>	<b>\$ 11,283,345</b>	<b>\$ 12,168,395</b>	<b>\$ 11,283,345</b>		

**Significant Events:**

1. Grants - \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
2. Real Estate Development Costs - Includes STAMP development costs; house at the STAMP site purchased in 1st Quarter of 2021.

**Genesee County Economic Development Center**  
**April 2021 Dashboard**  
**Statement of Cash Flows**

	April 2021	YTD
<b>CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 19,459	\$ 97,296
Fees - Projects	250	6,500
Fees - Services	20,884	20,884
Interest Income on Loans	117	988
Rent	-	3,640
Common Area Fees - Parks	-	355
Grants	-	2,683,595
BP <sup>2</sup> Revenue	-	701
GGLDC Grant - Economic Development Program Support	75,000	75,000
Other Revenue	989	1,078
Repayment of Loans	2,276	16,400
General & Admin Expense	(95,211)	(407,544)
Professional Services	(12,095)	(39,713)
Site Maintenance/Repairs	-	(1,403)
Site Development	(60,877)	(389,025)
Property Taxes/Special District Fees	-	(4,597)
PIF Expense	-	(35,042)
Improv/Additions/Adj to Land Held for Development & Resale	(326,868)	(416,530)
Net Cash Provided (Used) By Operating Activities	(376,076)	1,612,583
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(290,000)
Net Cash Used By Noncapital Financing Activities	-	(290,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	343	2,943
Net Change in Cash	(375,733)	1,325,526
Cash - Beginning of Period	12,839,446	11,138,187
Cash - End of Period	\$ 12,463,713	\$ 12,463,713
<b>RECONCILIATION OF NET OPERATING REVENUE TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 47,854	\$ 289,412
(Increase) Decrease in Operating Accounts/Grants Receivable	59,093	(41,954)
Increase in Prepaid Expenses	(5,661)	(1,748)
Decrease in Loans Receivable	2,276	16,400
Increase in Land Held for Development & Resale	(224,235)	(291,834)
Decrease in Operating Accounts Payable	(102,693)	(217,779)
Increase (Decrease) in Accrued Expenses	8,022	(14,509)
Increase (Decrease) in Unearned Revenue	(160,732)	1,874,595
Total Adjustments	(423,930)	1,323,171
Net Cash Provided (Used) By Operating Activities	\$ (376,076)	\$ 1,612,583



# INSURANCE PROPOSAL



**Genesee County Industrial  
Development Agency**  
May 27, 2021

**Lawley**

lawleyinsurance.com | 1.844.4LAWLEY

## Risk Management

[lawleyinsurance.com/riskmanagement](http://lawleyinsurance.com/riskmanagement)

### Loss Control & Safety Services

- Safety Training & Safety Program Evaluations
- General Liability Loss Control
- Loss Source and Trending Analysis
- Code Rule 59 Consultation
- OSHA Assistance
- Defensive Driving Courses & Vehicle Fleet Loss Control
- Ergonomics Evaluation, Training, & Development
- Captive Loss Control
- Life Safety & Evacuation Plans
- Fire & Protection Systems Assistance
- Site Hazard Analysis
- Return to Work Programs
- Industrial Hygiene - Air, Noise Sampling
- Business Interruption - Contingency & Continuity Planning
- Contractual Liability & Risk Transfer
- Grant Submission & Training
- Accident Investigation

### Claims Management

- Claim Trend Analysis
- Claims Reviews (Workers' Compensation and General Liability)
- Claims Consulting Services
- Coverage Analysis Consulting and Monitoring
- Experience Modification Review and Recalculation
- First Aid Claim Program (Workers' Compensation)
- Litigation Management
- Reserve Analysis (Loss Forecaster Software)

## Personal Insurance

[lawleyinsurance.com/personal](http://lawleyinsurance.com/personal)

- Automobile Insurance
- Homeowners Insurance
- Vacation or Secondary Home Insurance
- Jewelry, Fine Arts, and Collectibles Insurance
- Renters Insurance
- Condominium Insurance
- Landlord (Rental Properties) Insurance
- Excess/Personal Umbrella Liability
- Flood Coverage, Primary & Excess
- Life Insurance
- Motorcycle Insurance
- Recreational Vehicle Insurance
- Watercraft Insurance
- Co-Ops Insurance
- Identity Theft Insurance
- Trip/Travel/International Medical & Evacuation Coverage
- Workers' Compensation (Domestic Help)
- Earthquake

## MyWave

[lawleyinsurance.com/mywave](http://lawleyinsurance.com/mywave)

**MyWave** – A customized portal for your HR needs: thousands of valuable resources, OSHA forms and peer-based forums to keep you informed and in-the-know

## Lawley Benefits University

[lawleyinsurance.com/lbu](http://lawleyinsurance.com/lbu)

**Lawley Benefits University** – Resources and events to help keep you informed about changes to healthcare legislation, healthcare reform, compliance issues and more. These tools help you successfully control insurance costs while staying educated on changes to the insurance environment

*Products/services are subject to state eligibility*

At Lawley Insurance we are committed to providing our clients with the best possible service. We have assembled an experienced team dedicated to your account.

The Specialty Account Manager supports your Producer in the servicing of your specialty policy needs.

<b>Specialty Account Manager</b>	Caitlin Celis	Phone:	(716) 849-4375
		Fax:	(716) 849-8291
		Email:	<a href="mailto:ccelis@lawleyinsurance.com">ccelis@lawleyinsurance.com</a>

The Insurance Advisor evaluates your exposures and designs a cost-effective program.

<b>Insurance Advisor</b>	William Fritts, Jr.	Phone:	(585) 344-9500
		Fax:	(716) 849-8291
		Email:	<a href="mailto:bfritts@lawleyinsurance.com">bfritts@lawleyinsurance.com</a>

The Account Executive supports your Producer and commercial lines team in the servicing of your account.

<b>Account Executive</b>	Susie E. Ott	Phone:	(585) 344-9501
		Fax:	(716) 849-8291
		Email:	<a href="mailto:sott@lawleyinsurance.com">sott@lawleyinsurance.com</a>

The Account Technician quality controls policy documents and manages all invoicing.

<b>Account Technician</b>	Cheryl Pena	Phone:	(716) 849-8687
		Fax:	(716) 849-8291
		Email:	<a href="mailto:cpena@lawleyinsurance.com">cpena@lawleyinsurance.com</a>

The Claim Consultant is responsible for reporting all loss information to the insurance company and then following up to make certain the claim is resolved.

<b>Claim Consultant</b>	Krista Voigt	Phone:	(716) 849-8651
		Fax:	(716) 849-8291
		Email:	<a href="mailto:kvoigt@lawleyinsurance.com">kvoigt@lawleyinsurance.com</a>

## Named Insured

Genesee County Industrial Development Agency dba Genesee County Economic Development Center

<b>Policy Term:</b>	Annual - TBD
<b>Retroactive Date:</b>	Full Prior Acts
<b>Policy Type:</b>	Network Security / Privacy Liability Full Program – Claims Made
<b>Carrier:</b>	Hudson Excess Insurance Company (Non-Admitted; "A" A.M. Best Rating)
<b>Premium:</b>	<b>\$9,126.95 Including taxes &amp; fees</b>

Coverage	Limit	Retention
<b>First Party Insuring Agreement</b>		
Business Interruption	\$1,000,000	6 hours
Contingent Business Interruption	\$1,000,000	6 hours
Digital Asset Destruction, Data Retrieval & System Restoration	\$1,000,000	\$10,000
System Failure Coverage	\$1,000,000	6 hours
Reputational Loss Coverage	\$1,000,000	2 weeks
Cyber Extortion & Ransomware Coverage	\$1,000,000	\$10,000
Breach Response & Remediation Expenses	\$1,000,000	\$10,000
<b>Third Party Insuring Agreement</b>		
Network Security & Privacy Liability	\$1,000,000	\$10,000
Regulatory Investigations, Fines & Penalties	\$1,000,000	\$10,000
Media Liability	\$1,000,000	\$10,000
PCI DSS Assessment Expenses	\$1,000,000	\$10,000
Breach Management Expenses	\$1,000,000	\$10,000
<b>Total Policy Aggregate</b>	<b>\$1,000,000</b>	<b>N/A</b>

## Additional Coverage Information

- Social Engineering & Cyber Crime Sublimit: \$250,000
- Bricking Endorsement: \$1,000,000
- CryptoJacking Endorsement
- Defense Expenses Outside the Limit: \$1,000,000
- Forensic Accounting Coverage: \$50,000
- Invoice Manipulation Loss: \$250,000

## Increased Limit Option

- Same terms & conditions as above
- \$1,000,000/\$1,000,000 limits increase to \$2,000,000/\$2,000,000
- **Premium: \$14,069.52**

## Extended Reporting Period

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.



### Binding Requirements

- Request to bind
- A completed, signed & dated Corvus Smart Cyber Application, including responses to all questions missing responses or answered with "Uncertain" – review, resign and date
- Signed Total Cost Form
- Signed Terrorism Waiver if coverage is rejected
- Policyholder contact information (client name, policyholder name, email, job title) to grant access to the Corvus policyholder resource dashboard upon bind

Please review the contact information we have on file. Over the course of a year, we may need to reach out to you for updates, notices or important information. If there is a specific person we should contact directly for billing, claims, inspections, service requests, please note that next to their name and the preferred method of contact.

Changes or Corrections

Contact Name	Penny Kennett
Contact Address	Genesee County Industrial Development Agency 99 MedTech Dr STE 106 Batavia NY 14020
Contact Phone #	(585) 343-4866
Contact Email	pkennett@gcedc.com
Description	

**Genesee County Industrial Development Agency**

Genesee County Industrial Development Agency  
99 MedTech Dr STE 106  
Batavia, NY 14020

Is the mailing address listed above correct? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If you have answered No to the question shown above, please make corrections below:

---

---

Please respond in Section 1 **and** Section 2, then sign where indicated:

**Section 1 - Select one of the following by placing an (X) in the appropriate box**

By my signature below, I certify that I have requested Lawley Service bind coverage as shown in this proposal. All changes from the original proposal are noted and initialed.

By my signature below, I certify that I have requested Lawley Service bind coverage as shown in this proposal, with no changes from the original proposal

**Section 2 - Select one of the following by placing an (X) in the appropriate box**

By my signature below, I certify that I have declined quotes for additional coverages

By my signature below, I certify that I have requested Lawley Service obtain Quotes for the following coverage: *(please list below)*

---

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Genesee County Industrial Development Agency

Term: 2021 - 2022

We ask that you do not accept our brief description of the insurance coverages as a complete explanation of the policy terms. The actual policy language will govern the scope and limits of coverage involved.

The following disclosure is provided pursuant to Insurance Department Regulation No. 194 (11 NYCRR 30.1 et seq.):

Lawley Service, Inc. and/or branch offices, ("the producer") is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.



May 27, 2021

Genesee County Industrial Development Agency  
Genesee County Industrial Development Agency  
99 MedTech Dr STE 106  
Batavia, NY 14020

Dear Penny:

Lawley has gone "paperless" and we encourage you to do the same. We are pleased to announce the option to receive your insurance policy documents electronically via E-mail.

If you would like to participate in our electronic delivery program, please review the following statement, provide us with your contact/recipient e-mail address and fax number, sign, and return to us via e-mail at ccelis@lawleyinsurance.com or fax number 716-849-8291.

We ("Client") hereby give consent and agree to receive documents related to insurance coverages written through or quoted by Lawley ("Agent/Broker") in the form of electronic records. Agent/Broker may transmit documents to Client through electronic media, including but not limited to electronic mail, optical disks (including but not limited to compact discs and digital versatile discs), floppy disks, hard drives, thumb drives, jump drives, magnetic tapes, facsimiles, downloads from Web sites, and any other kinds of electronic media acceptable to both Client and Agent/Broker. Documents to be so delivered include but are not limited to policy information pages and coverage forms; endorsements; binders; certificates and evidences of insurance; automobile insurance identification cards; premium quotations; premium worksheets; invoices; premium finance agreements; audit statements; loss control reports; claim reports; correspondence; and notices of cancellation and non-renewal. Client's signature or that of Client's representative signifies that Client voluntarily agrees to use electronic records in accordance with section 309 of the New York State Technology Law. Client understands that, from the date of this agreement until such time as Client or Client's representative revokes this consent in writing, Agent/Broker will send documents to Client in electronic form only and will not provide Client with paper copies of the documents. However, Client may specifically request a paper version of an electronically furnished document.

Please forward the documents to us via e-mail at:

Client contact E-mail address: \_\_\_\_\_

\_\_\_\_\_  
**Client Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

4.2

98

**Review of Purchase and Sale Agreement for LeRoy Food & Technology Park Property**

**Discussion:** The GCEDC has received a Purchase and Sale Agreement from Bioworks, Inc. to acquire approximately 60 acres out of tax parcel 25.-1-75 for \$2,400,000.

**Fund Commitment:** Legal fees to Harris Beach not to exceed \$8,000.00 for the transaction.

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

**PURCHASE AND SALE CONTRACT  
FOR VACANT LAND**

**PURCHASER(S):** **Bioworks, Inc.**, a Delaware corporation with an address at 100 Rawson Road, Suite 205, Victor, New York 14564

**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, Suite 106, Batavia, NY 14020

**OFFER TO PURCHASE**

Purchaser offers to purchase the property described below from Seller on the following terms:

1. **PROPERTY DESCRIPTION:** Property known as part of land owned by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, approximate size of 60.0 acres. The Property is depicted per attached Exhibit "A" and consists of tax parcel 25.-1-75 (to be subdivided at Purchaser's sole cost and expense) situated in the Town of LeRoy (the "Property"). The actual acreage to be purchased by the Purchaser from the Seller shall be determined based on an accurate survey of the Property to be paid for by the Purchaser pursuant to this Contract.

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 \$41,667 per acre with a maximum purchase price of \$2,600,000 and the maximum purchase price shall apply if the size of the Property exceeds 60 +/- acres based on the updated survey to be provided by the Seller to the Purchaser provided said difference is less than .5 acres. Should the difference exceed .5 acres there shall be a pro rata adjustment in the Purchase Price based upon the per acre price of \$41,667.00.

The Purchaser shall receive a credit at closing for any deposit made hereunder. The balance of the Purchase Price 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 following contingencies to be satisfied or waived by December 31, 2021:

- a. Financing for the purchase of the Property and development of a greenhouse facility with related accessory uses reasonably acceptable to Purchaser.
- b. Due Diligence pursuant to paragraph 16, acceptable to Purchaser in its sole and absolute discretion.
- c. All of the Purchaser's required approvals for its intended use as a greenhouse facility, including subdivisions, at Purchaser's sole cost and expense with Seller's cooperation.

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 within thirty (30) days of the waiver or satisfaction of Purchaser's Contingencies.

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.
- B. **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, the "Title Evidence"). Purchaser will pay for continuing such searches to and including the day of closing so long as the closing occurs within six (6) months of the date of the initial searches.
- C. **Instrument Survey Map.** The Seller shall furnish at Purchaser'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 and shall be furnished to the parties and their attorneys within thirty (30) calendar days from the receipt of the Title Evidence. 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.
- D. **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.
- E. **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.
- F. **Permits.** To the extent in Seller's possession, custody or control, Seller shall furnish copies of current Certificates of Occupancy, Sump Pump Certificates (if applicable), and other municipal code compliance certificates, etc., and also all licenses, permits or similar documents affecting or relating to the Property within twenty (20) days from the Date of Acceptance.
- G. **Other Documents.** To the extent in Seller's possession, custody or control, 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, or if they have been violated, that the statute of limitations for any party to seek to enforce such violations has expired; (ii) the lien of current real estate taxes not due and payable; (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 in compliance with all present restrictive covenants of record and zoning and building codes applicable to the Property; and (iv) the Award (defined below) (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, THAT PURCHASER IS FULLY FAMILIAR WITH THE CONDITION OF THE PROPERTY, AND THAT PURCHASER IS BUYING THE PROPERTY BASED SOLELY ON PURCHASER'S KNOWLEDGE OF THE PROPERTY AND NOT IN RELIANCE ON ANY REPRESENTATION MADE BY SELLER OR ANY EMPLOYEE OR AGENT OF SELLER. SELLER EXPRESSLY DISCLAIMS, AND PURCHASER ACKNOWLEDGES SUCH DISCLAIMER 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. THE REPRESENTATIONS AND DISCLAIMER CONTAINED IN THIS SECTION SHALL SURVIVE CLOSING.

7. **OBJECTION TO TITLE:** If Purchaser raises a valid written objection to Seller's title, other than Permitted Exceptions, within twenty (20) days of receipt of all Title Evidence, which indicates that the title to the Property is unmarketable, 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 cure the title objection on or before the closing date, or if the title objection is insurable, then this Contract shall continue in force until the closing date, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection or provide insurable title 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 I-2 Light Industrial.

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.

11. **DEPOSIT TO SELLER:** Purchaser shall make a \$10,000.00 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 and payable to the Seller but 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.

12. **REAL ESTATE BROKER:** Seller and Purchaser acknowledge that ReMax 1st Commercial is the sole broker in this transaction. Brokerage fee is the responsibility of the Seller and will be paid at closing as per separate agreement.

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 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 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: Mark A. Masse  
99 MedTech Drive  
Suite 106  
Batavia, New York 14020

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:

Bioworks, Inc.,  
100 Rawson Road, Suite 205,  
Victor, New York 14564  
Attn: \_\_\_\_\_

Counsel for Purchaser:

**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 caused by Purchaser's negligence during the inspection of the Property; (b) any and all mechanics', laborers', materialmen's or other liens asserted against the Property resulting from Purchaser's foregoing inspections; and (c) Purchaser's presence (or that of Purchaser's representatives, agents, employees, lenders, contractors, appraisers, architects and engineers) on or at the Property during the term of this Contract, 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 Hundred Dollars (\$500.00) annually.

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, 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 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 Material ("Environmental Laws"). 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.

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. 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

**AUTHORIZING RESOLUTION**

*(Purchase and Sale of Real Property – Bioworks, 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 BIOWORKS, INC., (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 sixty (60) acres of vacant land located at Lake Road, in the Town of LeRoy, Genesee County, New York and described as part of tax map no. 25.-1-75 (71.7 acres) (the "Land");

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

WHEREAS, the Agency desires to adopt a resolution authorizing (i) the sale of the Land to the Company (ii) the execution of the Purchase and Sale Agreement, and (iii) a deed and related documents in connection with the purchase and sale of the 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:

4.3

108

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

Section 2. The Chairman, Vice Chairman, President/CEO and/or Senior Vice President of Operations of the Agency are hereby authorized to execute the Purchase and Sale Agreement and the Closing Documents in connection with the closing of the purchase and sale of the Land.

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

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

Section 5. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.



**CERTIFICATION**

*(Purchase and Sale of Real Property – Bioworks, 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 June 6, 2019, 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

4.3

110

**EXHIBIT A**

**Form of Purchase and Sale Agreement**

(Attached Next Page)

**Commission Agreement for land sale at LeRoy Food & Technology Park**

**Discussion:** The GCEDC worked with a real estate broker on the potential sale of 60 acres at the LeRoy Food & Technology Park as referenced in paragraph 12 of the Purchase and Sale Agreement. The commission agreement is for 10% of the sale price to be paid at closing.

**Fund Commitment:** \$240,000 paid at closing.

**Committee Action Request:** Recommend approval and authorization of the commission agreement.

**RE/MAX 1st Commercial**

10 Grove Street  
Pittsford, NY 14534  
Office: (585) 248-0250  
Fax: (585) 248-0449



Licensed Real Estate Broker  
Each Office Independently Owned and Operated

May 19, 2021

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

FROM: Vincent T. Pettrone, Jr., Associate Broker – ReMax 1<sup>st</sup> Commercial

RE: Buyer Registration/ Commission Agreement – RE: Tax Parcel 25.-1-75 in Town of Leroy, NY

To Whom It May Concern:

Please have this correspondence serve as our agreement that I have introduced BioWorks, Inc. to Genesee County Economic Development Center and specifically its property located in Leroy, NY identified as approximately 60 acres to be subdivided from Tax Parcel 25.-1-75.

BioWorks, Inc has been made aware of your proposed selling price of \$41,667.00 per acre.

If a purchase and sale contract is executed between the above mentioned parties, ReMax 1<sup>st</sup> Commercial, as sole licensed real estate broker in the transaction, will be due a commission equal to 10% of the selling price at time of closing.

Please sign below and return a copy to me at your convenience.

Sincerely,

Vincent T. Pettrone Jr.

**Agreed and Accepted by:  
Genesee County Industrial Development Agency**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_



**GCEDC**  
**Governance & Nominating Committee Report**  
**June 1, 2021**

**GGLDC Board Member Appointments**

Mary Ann Wiater and Gregg Torrey have terms ending on 6/30/21. The information below is provided for discussion.

- Gregg Torrey was appointed to the GGLDC Board on 1/19/17 to fulfill Wally Hinchey's term.
- Mary Ann Wiater was appointed to the GGLDC Board on 8/2/13 with a term end date of 6/30/17 (coterminous with her GCEDC term). She was then reappointed in 2017 to fulfill Matt Gray's GGLDC term.
- When the GCEDC approved term limits for the GGLDC, there was no mention of how many terms would be allowed.

In 2014, the GCEDC Board approved GGLDC Board Member term limits as follows:

- Four of the nine board positions will be independent of the GCEDC Board. Those four members will have 6 year terms.
- Five of the nine board positions will be held by GCEDC board members; coterminous with GCEDC appointments. Those five board positions will be filled with the four most senior members of the GCEDC board AND legislative liaison **OR** the four most senior members of the GCEDC board AND any member that is chosen based on current circumstances at the time of vacancy.

# Genesee County Economic Development Center

## Procurement Policies and Procedures



Adopted: April 14, 1994  
Amended: June 10, 2003, October 8, 2003  
Readopted: June 14, 2006, March 25, 2008, March 23, 2009  
Amended: June 5, 2014  
Readopted: October 1, 2015  
Readopted: July 14, 2016  
Readopted: August 3, 2017  
Readopted: October 4, 2018  
Readopted: July 11, 2019  
Readopted: June 4, 2020  
Readopted: **XXXXXXXX**

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

PROCUREMENT POLICIES AND PROCEDURES

1. INTRODUCTION
2. DECLARATION OF POLICY
3. DEFINITIONS
4. DETERMINATION OF PROCUREMENT
5. NO COMPETITIVE BIDDING
6. COMPETITIVE QUOTATIONS
  - 6.1. Written Descriptions Required
  - 6.2. Soliciting Competitive Quotations
  - 6.3. Exceptions
  - 6.4. Authorization
  - 6.5. Award of Contract
  - 6.6. Purchases (\$5,000 or less)
  - 6.7. Policies for Center's Benefit
7. MISCELLANEOUS
8. PROCUREMENT POLICY SUMMARY CHART

NOTE: THESE POLICIES AND PROCEDURES APPLY ONLY TO GOODS AND SERVICES PAID FOR BY THE CENTER FOR ITS OWN USE AND ACCOUNT. THEY DO NOT APPLY TO GOODS OR SERVICES (SUCH AS, BUT NOT LIMITED TO, BOND COUNSEL OR CENTER COUNSEL) PROCURED IN CONNECTION WITH SALE LEASEBACK OR A BOND ISSUANCE, FOR WHICH GOODS AND SERVICES A COMPANY PAYS.

## 1. INTRODUCTION

The policies and procedures set forth herein have been developed by the Genesee County Economic Development Center (the "Center") pursuant to New York State General Municipal Law Section 104-b regarding the procurement of Goods and Services not required by law to be procured pursuant to competitive bidding.

These policies and procedures apply only to Goods and Services paid for by the Center for its own use and account. They do not apply to Goods or Services (such as, but not limited to, Bond Counsel or construction services) for a project for which the Center will not be the project operator or occupant.

The Center adopted these policies and procedures at a meeting held April 14, 1994.

## 2. DECLARATION OF POLICY

Goods and Services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of Center moneys in the best interest of the Center, to facilitate the acquisition of Goods and Services of maximum quality at the lowest possible cost under the circumstances and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Board of the Genesee County Economic Development Center has adopted the policies and procedures set forth herein governing all procurement of Goods and Services which are not required to be procured pursuant to competitive bidding.

## 3. DEFINITIONS

The following terms shall have the following meanings:

1. "Center" shall mean the Genesee County Economic Development Center.
2. "Competitive Quotations" means the procurement of Goods and/or Services, in accordance with the provisions of Section "6" herein.
3. "Contract" shall mean a public work Contract, a purchase Contract, or, generally a Contract for Goods or Services in accordance with the provisions herein.
4. "County" shall mean the County of Genesee, New York.



5. "Goods" shall mean products, materials, supplies, equipment, apparatus and other like items, and the necessary Services related to these items.
6. "Board" shall mean the Board of Directors of the Center.
7. "Procurement" or "procure" shall mean the obtaining, through Contract or agreement of Goods and/or Services in accordance with these policies and procedures.
8. "Procurement Officer" shall mean the Chief Financial Officer of the Center or such other officer or employee of the Center designated by the Board to carry out the general and specific provisions of the policies and procedures set forth herein.
9. "Professional Services" means for those Services requiring special or technical skills, training, expertise, or licensing, or such Services which involve the use of professional judgment and/or a high degree of creativity, or which involve a relationship of personal trust or professional confidence including, but not limited to, engineering, architectural, medical, financial and legal services.
10. "Services" shall mean, generally, labor and/or construction to be performed.
11. "Sole Source Goods or Services" shall mean Goods or Services for which the Procurement Officer has determined that there is only one possible source from which to procure the desired Goods or Services, including, but not limited to, certain patented Goods or Services, or public utilities; provided, however, the Procurement Officer must certify that such Goods or Services are available from only one source so that no possibility of competition exists, including a showing that, at least (a) the unique benefits of the desired Goods or Services as compared to other such Goods or Services available in the marketplace, (b) no other Goods or Services provide substantially equivalent or similar benefits, and (c) considering the benefits received, the cost of the Goods or Services is reasonable, when compared to conventional methods;
12. "State" shall mean the State of New York.
13. "Vendor" shall mean a supplier or prospective supplier of Goods or Services.

**4. DETERMINATION OF PROCUREMENT**

The Procurement Officer is hereby designated to be responsible for determining whether a procurement of Goods or Services is subject to Competitive Quotations or is exempt from such procurement, and the Procurement Officer is authorized to determine that the nature of a particular project or class of projects is exempt from the procurement policies described herein. The Center hereby finds and determines that Professional Services are, in all cases, exempt from these procurement policies and procedures, as solicitation of alternate proposals and quotations is not in the best interest of the Center in situations in which special skills and expertise are required.

**5. NO COMPETITIVE BIDDING**

As of the date of adoption of these policies and procedures, the Center is not subject to the competitive bidding requirements of Section 103 of the General Municipal Law.

**6. COMPETITIVE QUOTATIONS**

**6.1. Written Descriptions Required**

Upon a determination by the Procurement Officer that Goods or Services are to be procured through competitive or verbal quotations, the Procurement Officer shall cause to be made a written description for each such Goods or Services to be procured. Such description need not necessarily include detailed specifications but may be generic or in outline form or describe the result sought by the Center. Such written description shall contain that information deemed necessary for the procurement of the desired Goods or Services in accordance with the policies of the Center, including a statement that the requested bid or quotation price shall include a statement whether cost of delivery is included, a statement that the Center reserves the right to reject all bids or quotations, waive minor deviations, consider alternative bids or quotations, negotiate price and terms with those making a bid or quotation (provided that negotiations with all those making a bid or quotation will be on substantially the same basis and regarding substantially the same matters), subject to the same terms and conditions of the written descriptions being sought by the Center and a statement regarding security and/or insurance, if required.

## 6.2. Soliciting Written Competitive Quotations

1. If the cost of the Goods or Services to be procured, based upon the written description prepared for the desired Goods or Services, will require an expenditure of more than \$5,000, but less than \$10,000, the desired Goods or Services shall be procured through Competitive Quotations solicited from not less than two Vendors.
2. If the cost of the Goods or Services to be procured, based upon the written description prepared for the desired Goods or Services, will involve an expenditure of more than \$10,000, the desired Goods or Services shall be procured through Competitive Quotations solicited from not less than three Vendors.
3. If, following reasonable efforts, insufficient numbers of Vendors exist for the solicitation of the requisite number of Competitive Quotations, then the Procurement Officer shall cause to be solicited Competitive Quotations from less than the requisite number of Vendors; provided, however, that the basis and other facts and circumstances or such efforts and/or findings relating to this provision shall be placed in writing.
4. The Procurement Officer shall cause to be made a record of the written description, the solicitation of the Competitive Quotations, the Competitive Quotations received and any other documents or materials prepared or received in connection with the procurement of Goods and Services of the Center.
5. Competitive Quotations need not be sealed and need not be opened and read at a stated time.
6. The Procurement Officer need not recommend the procurement of goods and services from the Vendor offering the lowest dollar quotation, but may recommend to the Board determinations of which quotations will fulfill or meet the best interests or needs of the Center, and each recommended determinations may be based on such factors as, without limitation, quality, features or options, reliability or reputation of the Vendor, availability of service, delivery time and location of the Vendor (local vis-a-vis non-local, in-state vis-a-vis out-of-state or country); and the Procurement Officer may negotiate terms and price with all Vendors submitting quotations (provided that all such negotiations will be on substantially the same basis and regarding substantially the same matters), and the determination of the Board pursuant to the Procurement Officer's recommendations made in good faith shall be final.

### 6.3. Exceptions

1. General Exceptions. The following Goods and Services may be procured by the Center without soliciting competitive quotations:
  - a. Services performed by inmates, or Goods manufactured, in correctional facilities operated by the New York State Department of Correctional Services or in local correctional facilities of this State; provided, however, that the procurement of such Goods and Services shall be in accordance with Section 186 of the Correction Law;
  - b. Goods and Services produced or assembled by the blind or other severely handicapped; provided, however, that the procurement of such Goods and Services shall be in accordance with Section 175-B of the State Finance Law;
  - c. Goods procured by the County in accordance with subdivision (2) of Section 408-a of the County Law; provided, however that no such procurement shall be made from the County when Competitive Quotations have already been received, unless such procurement may be made upon the same terms, conditions and specifications of a lower price through the County;
  - d. Goods in excess of \$500.00 procured by the State through the New York State Office of General Services, subject to rules established by such Office, in accordance with Section 163 of the State Finance Law; provided, however, that no such procurement shall be made from such Office when Competitive Quotations have already been received, unless such procurement may be made upon the same terms, conditions and specifications at a lower price through such Office;
  - e. Surplus and/or second hand Goods which are being offered for purchase from the Federal or State governments or any other political subdivision or public benefit corporation within the State of New York.
2. Special Exceptions. Upon a determination that Goods or Services are (i) Professional Services, (ii) Sole Source Goods or Services or (iii) Goods or Services deemed by the Procurement Officer, in his or her sole discretion, not in the best interest of the Center to be procured in accordance with the Competitive Quotation requirements set forth herein, the Procurement Officer may procure such Goods or Services in such manner as the Procurement Officer determines to be in the best interest of the Center and which otherwise is in accordance with the policies of the Center, as set forth in Section "2" herein.



#### **6.4. Authorization**

The procurement of goods and services which will involve an expenditure of less than \$5,000 may be approved by the Procurement Officer. Authorization for individual expenditures of \$5,000 and over shall require the formal review and approval of the Center's Board.

#### **6.5. Entering Into the Contract**

1. Except as provided in Section "6.5.2" herein, upon receipt of the requisite number of Competitive Quotations, the Procurement Officer shall recommend to the Board that the Center enter into a Contract, or enter into an agreement, for such Goods or Services to the Vendor that submitted the Competitive Quotation with the lowest dollar offer for such Goods or Services, but subject to the provisions of Section "6.2.6" hereof.
2. If the Procurement Officer shall recommend to the Board that the Center enter into a Contract for Goods or Services to a Vendor that did not submit the Competitive Quotation with the lowest dollar offer, the Procurement Officer shall state the reasons such an award furthers the policy set forth in Section "2" herein and in accordance with Section "6.2.6" hereof.
3. Upon the procurement of Goods or Services in accordance with the provisions of Section "6.3" herein, the Procurement Officer shall recommend to the Board that the Center award a Contract, or enter into an agreement, for such Goods or Services to the Vendor identified by the Procurement Officer.
4. Upon receipt of the recommendation by the Procurement Officer regarding the entering into a Contract, the Board shall authorize the Procurement Officer to cause to be procured such Goods or Services with the recommended Vendor; provided, however, that the Board reserve the right to reject all bids or quotations, waive minor deviations, consider alternative bids or quotations, subject to the same terms and conditions of the written descriptions being sought by the Center.

#### **6.6. Purchases (\$5,000 or less)**

1. Notwithstanding the provisions set forth herein, the procurement of Goods or Services involving an expenditure of up to five thousand dollars (\$5,000.00) may be made without seeking Competitive Quotations; provided, however, that any Center employee authorized to make such a procurement shall use his or her best efforts to obtain the lowest cost for such Goods or Services, but taking into consideration the terms of Section "6.2.6" hereof.

## 6.7. Policy for Center's Benefit

These policies and procedures are intended solely for the benefit of the Center and are not intended for the economic or other benefit of any particular Vendor making a quotation; and accordingly, no Vendor shall have the right to challenge the determination of the Center to enter into Contracts for Goods and Services in accordance with the policies and procedures herein set forth.

## 7. MISCELLANEOUS

1. Procurement of Insurance – Procurement of Insurance Brokerage/Agent is subject to this Policy as a professional service. Notwithstanding the foregoing actual insurance policies procured are not subject to requirements of this Policy. Insurance Policies shall be reviewed by the Board annually.
2. Genesee County Business Enterprises – It is the preference of the Center to provide opportunities for the purchase of goods and services from business enterprises located in Genesee County.
3. Minority & Women Owned Business Enterprises (M/WBE) – The Center shall comply with all applicable legal requirements relating to the hiring of such businesses. It is understood that granting agencies may enforce requirements regarding M/WBE participation and the Center may not be able to choose lowest responsible bidders in order to comply in these situations.
4. Effect of Other Procurement Requirements – Where the procurement of a specific good or service is to be accomplished using funds other than the funds of the Center and such funding sources specify different or more restrictive procurement requirements than are provided for in this Policy, the procurement requirements of the funding source will supersede the requirements of this Policy.
5. The Board shall review the policies and procedures herein not later than March 31, 1995, and each year thereafter. Amendments to these policies and procedures may be made at any time during the year.
6. The unintentional failure to fully comply with the provisions of the policies and procedures set forth herein shall not be grounds to void action taken or give rise to a cause of action against the Center, the Board, the Procurement Officer, or any officer or employee of the Center.

# Investment Policy

## I. Scope

This Investment Policy ("Policy") applies to all moneys and other financial resources available for deposit and investment by the Genesee County Economic Development Center ("Agency") for its own use and account. The Agency adopted this Policy at a meeting held XXXXXXXXX.

## II. Investment Objectives

The primary objectives of the Agency's investment program shall be, in order of priority, to: (1) comply with all applicable provisions of law; (2) safeguard the principal of all deposits and investments; (3) provide sufficient liquidity to ensure that monies invested are available to meet expenditures as they come due; and (4) obtain the maximum rate of return that is consistent with the preceding objectives.

## III. Delegation Of Authority

The members of the Agency hereby delegate their responsibility for the implementation and administration of the Agency's deposit and investment programs, including the authority to execute any security and custody agreements required by this Policy, to the Treasurer or his designee who shall establish written procedures for the operation of the programs consistent with this Policy. Such procedures shall regulate subordinate employees and include an adequate internal control structure to provide a satisfactory level of accountability based on a database or record incorporating descriptions and amounts of deposits and investments, transaction dates, interest rates, market prices and other information necessary to manage the portfolio and to identify the sources of all funds being invested.

## IV. Internal Controls

The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized loss or disposition, that such transactions are executed in accordance with proper authorization and recorded properly and, that such transactions are managed in compliance with applicable laws and regulations.

## V. Prudence

The Treasurer, his or her subordinates and any other Agency employee having responsibility for the deposit or investment of Agency moneys shall at all times act responsibly as custodian of the public trust. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their affairs not for speculation, but for investment, considering the safety of principal as well as the income to be derived. All Agency officers and employees involved in the execution of the investment program shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

## VI. Authorized Investments

Except as otherwise may be provided in this Policy, monies not required for immediate expenditure may be otherwise invested in any of the following:

- (1) Special time deposits or certificates of deposits in a bank or trust company located and authorized to do business in the State of New York ("bank");
- (2) Obligations of the United States of America;
- (3) Obligations guaranteed by agencies of the United States of America where the payment of principal and interest is guaranteed by the United States of America;
- (4) Obligations of the State of New York;
- (5) With the approval of the State Comptroller, obligations issued pursuant to Section 24.00 and Section 25.00 of the Local Finance Law by any municipality or district corporation;
- (6) Obligations of a public corporation which are made lawful investments by the Agency pursuant to another provision of law; and
- (7) Certificates of participation issued pursuant to General Municipal Law ("GML"), section 109-b.
- (8) Investments shall be payable or redeemable at the option of the Agency within such time as the proceeds shall be needed to meet expenditures for the purpose for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Agency within two years of the date of purchase.



## VII. Deposits

All monies collected by any officer or employee of the Agency shall be deposited in such banks as have been authorized by a resolution of the governing board for that purpose in an amount not to exceed the amount specified in such authorizing resolution. It is the policy of the Agency that all moneys collected by any officer or employee of the Agency shall be deposited within two days of receipt and under no circumstance shall deposits occur later than the end of the month in which payment was received.

## VIII. Diversification

Although it is the policy of the Agency to diversify its investment portfolio, the opportunity to diversify among types of investments is very limited because of legal constraints. Subject to these constraints, however, investments and deposits shall be diversified by financial institution, maturity and type of investment, a specific bank or trading partner or a specific maturity.

## IX. Authorized Banks and Trading Partners

The Treasurer shall maintain a list of banks and other trading partners approved for investment purposes and if appropriate, establish limits on the amount of investments that may be outstanding with any bank or trading partner at any time. All banks and trading partners with which the Agency conducts business must be creditworthy as determined by criteria established by the treasurer. All banks with which the Agency does business shall provide their most recent Consolidated Report of Condition (Call Report) to the treasurer at his or her request. Trading partners not affiliated with a bank shall be recognized primary security dealers as designated by the Federal Reserve Bank of New York. The Treasurer is responsible for periodically evaluating the financial position of banks and trading partners with which the Agency does business and, based on such evaluations, for revising the list of eligible banks and trading partners as he or she deems appropriate.

## X. Procedures for Securing Deposits, Special Time Deposits and Certificate Of Deposit

### (A). Written Security Agreements

Monies of the Agency shall only be deposited, including certificates of deposit and special time deposits, in a bank with which the Agency has entered into a written security agreement. Such security agreement shall require the bank to secure all Agency deposits, in excess of the amount insured by the Federal Deposit Insurance Corporation, in the manner required by the New York State General Municipal Law ("GML"), section 10 and shall: (1) specify which types of eligible securities and other collateral authorized by Appendix "A" of this Policy and GML, section 10 are to be provided by the bank; (2) prescribe the maximum amount of collateral to be provided by the bank at any time; (3) prescribe the manner in which the market value of the collateral shall be determined and require any adjustments to market value as required by GML, section 10; (4) require the bank to provide additional collateral if the market value falls below the required amount; (5) provide that the collateral is being provided by the bank to secure all Agency deposits in the bank, together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default; (6) grant a security interest to the Agency in any securities pledged by the bank to secure deposits; (7) set forth the conditions under which the collateral may be sold, presented for payment, substituted or released; (8) define the events of default that will enable the Agency to exercise its rights against the pledged securities; (9) require that securities pledged to secure deposits and not registered in the name of the Agency be delivered in a form suitable for transfer or with an assignment in blank to a custodial bank with which the Agency has entered into a written custodial agreement; (10) provide for the frequency of valuation of collateral, which shall be no less frequently than monthly; (11) require that the agreement be properly authorized by the Board of Directors of the bank and that the bank maintain such agreement as an official record of the bank; and, (12) contain all such other provisions deemed necessary to enable the Agency to enforce its interest in the collateral in the event of default by the bank.

### (B). Custody Agreement

All securities pledged by a bank pursuant to a written security agreement shall be delivered to a bank with which the Agency has entered into a written custody agreement ("Custodian"). The custody agreement shall: (1) specify the manner in which the custodian shall hold securities; (2) require the custodian to hold the securities as agent of, and custodian for, the Agency and to keep such securities separate and apart from the general assets of the custodian and not permit them to become backing for any other deposits or liabilities of the custodian; (3) require the custodian to confirm in writing the receipt, substitution or release of any securities from the Agency's custody account; (4) provide for the methodology and frequency of valuation of securities held by the custodian; (5) require the custodian to make appropriate entries o//n its books at all times showing the Agency's interest in the securities; (6) require physical securities be kept in the custodian's vault and physically segregated from the custodian's property and other property held by the custodian; (7) require the custodian to subordinate any claims it may have against the pledged securities to the Agency's interest therein; (8) permit the Agency access to books and records maintained by the custodian with respect to the Agency's account; and, (9) contain any other provisions deemed necessary and appropriate. A bank shall [not] be permitted to act as custodian of any securities pledged by such bank to secure Agency deposits.

## XI. Purchase and Safekeeping of Investments



The Treasurer shall establish operation procedures for making investments with approved banks and trading partners. In the case of investments in certificates of deposit and special time deposits, the procedures shall require the solicitation of quotations from more than one approved bank and whenever practicable, from banks located within Genesee County. In the case of investments in obligations, the procedures shall; (1) require the solicitation of quotes from more than one approved trading partner, except in the purchase of governmental securities at their initial auction; (2) require all purchased obligations, unless registered or inscribed in the name of the Agency, to be purchased through, delivered to, and held in the custody of a bank with which the Agency has entered into a written custodial agreement which complies with the requirements contained in paragraph (b) of section X of this Policy; (3) ensure that obligations are purchased, sold or presented for redemption or payment by a custodian only accordance with prior written authorization from the officer or employee authorized to make the investment; and, (4) provide that payment of the Agency's funds shall only be made upon delivery of the purchased obligations to the custodian. The Treasurer is further authorized to purchase obligations; (1) subject to a repurchase agreement in accordance with the procedures enumerated in paragraph XII of this Policy; or (2) pursuant to an ongoing investment program which has been authorized by the members of the Agency and which provides investment advisory and custodial services to the Agency.

## **XII. Procedures for Repurchase Agreements**

The Treasurer is authorized to purchase and sell obligations pursuant to repurchase agreements subject to the following restrictions:

- (1) No repurchase transaction shall be entered into with any trading partner until the Agency has entered into a written master repurchase agreement with the trading partner;
- (2) Repurchase agreements shall be entered into only with trading partners approved by the Treasurer pursuant to Section IX of this Policy and shall be subject to any trading limits established for each trading partner;
- (3) Only obligations of the United States of America and obligations guaranteed by agencies of the United States of America where the payment of principal and interest is guaranteed by the United States of America shall be purchased pursuant to a repurchase agreement;
- (4) Obligations purchased pursuant to a repurchase agreement shall be held by a custodian, other than the trading partner, pursuant to a written custodial agreement;
- (5) The price paid for the securities shall not be in excess of the market value of the securities being purchased plus any accrued interest not reflected in the market price.

Master repurchase agreements between the Agency and its trading partners shall: (1) contain procedures which ensure that the Agency obtains a perfected security interest in the purchased securities; (2) defined events of default; (3) prohibit the trading partner from substituting securities for the purchased securities during the term of the repurchase agreement; (4) limit the term of a specific repurchase transaction to a period of not more than thirty days; (5) contain appropriate margin requirements and procedures for timely correction of margin deficiencies or excesses; (6) provide that the Agency shall not make payment for purchased securities until received by the custodian; (7) require that the terms of all specific repurchase transactions, including rate, price and a description of the specific securities being purchased, be confirmed in writing; (8) provide that all specific repurchase transactions shall be subject to the terms of the master repurchase agreement; and, (9) contain such other provisions as are deemed necessary and appropriate. The written custody agreement shall comply with the requirements of paragraph (b) of section X of the Policy.

## **XIII. Legal Review**

All security agreements, custodial agreements, letters of credit, surety bonds and repurchase agreements shall be reviewed by the Agency Counsel or other attorney retained for this purpose to determine their compliance with the requirements of sections 10 and 11 of the GML and this Policy.

## **XIV. Reports**

The Treasurer shall provide quarterly written investment reports to the governing board of the Agency. Such reports shall describe investments in the portfolio and contain any other information deemed necessary for management purposes.

## **XV. Annual Review**

The governing board shall review this Policy at least annually and make any amendments thereto as are deemed necessary.

APPENDIX A

SCHEDULE OF ELIGIBLE COLLATERAL  
Eligible Securities

Authorized  
(Yes or No)

- Yes (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- No (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- Yes (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- Yes (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of this State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- Yes (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- No (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- Yes (vii) Obligations of counties, cities and other governmental entities of a state, other than the State of New York, having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- No (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- Yes (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by Federal banks under the limitations established by federal bank regulatory agencies.
- No (x) Commercial paper and bankers' acceptances issued by a bank, other than the bank with which the money is being deposited or invested, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
- Yes (xi) Zero coupon obligations of the United States government marketed as "Treasury STRIPS".

**Other Eligible Collateral**

- No (i) A surety bond executed by an insurance company authorized to do business in the State of New York, the claims-paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
- No (ii) An irrevocable letter of credit issued in favor of the local government for a term not to exceed ninety days by a bank (other than the bank with which the money is being deposited or invested) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or hold company) by at least one nationally recognized statistical rating organization or by a bank (other than the bank with which the money is being deposited or invested) that is in compliance with applicable federal minimum risk-based capital requirements.

**GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
DISPOSITION OF PROPERTY GUIDELINES  
ADOPTED PURSUANT TO SECTION 2896 OF THE PUBLIC AUTHORITIES LAW**

**SECTION 1. DEFINITIONS**

- A. “Contracting officer” shall mean the officer or employee of the Genesee County Economic Development Center (hereinafter, the “Agency”) who shall be appointed by resolution to be responsible for the disposition of property.
- B. “Dispose” or “disposal” shall mean transfer of title or any other beneficial interest in personal or real property in accordance with section 2897 of the Public Authorities Law.
- C. “Property” shall mean personal property in excess of five thousand dollars (\$5,000) in value, and real property, and any inchoate or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

**SECTION 2. DUTIES**

- A. The Agency shall:
  - (i) maintain adequate inventory controls and accountability systems for all property owned by the Agency and under its control;
  - (ii) periodically inventory such property to determine which property shall be disposed of;
  - (iii) produce a written report of such property in accordance with subsection B herewith; and
  - (iv) transfer or dispose of such property as promptly and practicably as possible in accordance with Section 3 below.



- B. The Agency shall:
- (i) publish, not less frequently than annually, a report listing all real property owned in fee by the Agency. Such report shall consist of a list and full description of all real and personal property disposed of during such period. The report shall contain the price received by the Agency and the name of the purchaser for all such property sold by the Agency during such period; and
  - (ii) shall deliver copies of such report to the Comptroller of the State of New York, the Director of the Budget of State of New York, the Commissioner of the New York State Office of General Services, and the New York State Legislature (via distribution to the majority leader of the senate and the speaker of the assembly).

### SECTION 3. TRANSFER OR DISPOSITION OF PROPERTY

- A. Supervision and Direction. Except as otherwise provided herein, the duly appointed contracting officer (the "Contracting Officer") shall have supervision and direction over the disposition and sale of property of the Agency. The Agency shall have the right to dispose of its property for any valid corporate purpose.
- B. Custody and Control. The custody and control of Agency property, pending its disposition, and the disposal of such property, shall be performed by the Agency or by the Commissioner of General Services when so authorized under this section.
- C. Method of Disposition. Unless otherwise permitted, the Agency shall dispose of property for not less than its fair market value by sale, exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such other terms and conditions as the Agency and/or contracting officer deems proper. The Agency may execute such documents for the transfer of title or other interest in property and take such other action as it deems necessary or proper to dispose of such property under the provisions of this section. Provided, however, no disposition of real property, any interest in real property, shall be made unless an appraisal of the value of such property has been made by an independent appraiser and included in the record of the transaction and provided further that no disposition of any other property which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar property, shall be made without a similar appraisal.
- D. Sales by the Commissioner of General Services (the "Commissioner"). When the Agency shall have deemed that transfer of property by the Commissioner will be advantageous to the State of New York, the Agency may enter into an agreement with the Commissioner of pursuant to which Commissioner may dispose of property of the Agency under terms and conditions agreed to by the Agency and the Commissioner. In disposing of any such property, the Commissioner shall be bound by the terms hereof and references to the contracting officer shall be deemed to refer to such Commissioner.



E. Validity of Deed, Bill of Sale, Lease, or Other Instrument. A deed, bill of sale, lease, or other instrument executed by or on behalf of the Agency, purporting to transfer title or any other interest in property of the Agency in accordance herewith shall be conclusive evidence of compliance with the provisions of these guidelines and all applicable law insofar as concerns title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to the closing.

F. Bids for Disposal; Advertising; Procedure; Disposal by Negotiation; Explanatory Statement.

- (i) Except as permitted by all applicable law, all disposals or contracts for disposal of property made or authorized by the Agency shall be made after publicly advertising for bids except as provided in subsection (iii) of this Section F.
- (ii) Whenever public advertising for bids is required under subsection (i) of this Section F:
  - (A) the advertisement for bids shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the property proposed for disposition;
  - (B) all bids shall be publicly disclosed at the time and place stated in the advertisement; and
  - (C) the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Agency, price and other factors considered; provided, that all bids may be rejected at the Agency discretion.
- (iii) Disposals and contracts for disposal of property may be negotiated or made by public auction without regard to subsections (i) and (ii) of this Section F but subject to obtaining such competition as is feasible under the circumstances, if:
  - (A) the personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to increase its value, or if the personal property is to be sold in such quantity that, if it were disposed of under subsections (i) and (ii) of this Section F, would adversely affect the state or local market for such property, and the estimated fair market value of such property and other satisfactory terms of disposal can be obtained by negotiation;

- (B) the fair market value of the property does not exceed fifteen thousand dollars;
  - (C) bid prices after advertising therefore are not reasonable, either as to all or some part of the property, or have not been independently arrived at in open competition;
  - (D) the disposal will be to the state or any political subdivision or public benefit corporation, and the estimated fair market value of the property and other satisfactory terms of disposal are obtained by negotiation;
  - (E) under those circumstances permitted by subsection (v) below; or
  - (F) such action is otherwise authorized by law.
- (iv) (A) An explanatory statement shall be prepared of the circumstances of each disposal by negotiation of:
- (1) any personal property which has an estimated fair market value in excess of fifteen thousand dollars;
  - (2) any real property that has an estimated fair market value in excess of one hundred thousand dollars, except that any real property disposed of by lease or exchange shall only be subject to clauses (3) and (4) of this subparagraph;
  - (3) any real property disposed of by lease, if the estimated annual rent over the term of the lease is in excess of \$15,000; or
  - (4) any real property or real and related personal property disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.
- (B) Each such statement shall be transmitted to the persons entitled to receive copies of the report required under all applicable law not less than ninety (90) days in advance of such disposal, and a copy thereof shall be preserved in the files of the Agency making such disposal.
- (v) Disposal of Property for less than Fair Market Value ("FMV").
- (a) No assets owned, leased or otherwise in the control of the Agency may be sold, leased, or otherwise alienated for less than its FMV except if:
    - (1) Transferee is a government or public entity and terms of transfer require ownership and use to remain with the government or public entity; or

- (2) Purpose of transfer is within purpose, mission or statute of the Agency; or
  - (3) Written notification to Governor, Speaker, and Temporary President. Such notification is subject to denial. Denial by Governor is in the form of a certification. Denial by legislature is in the form of a resolution. Denial must be made within 60 days of receiving notification during January through June. Provided no denial then Agency may effectuate transfer. If legislature receives the notification in July through December, then legislature may take 60 days from January 1 of the following year. However, the Agency may obtain local approval from the chief executive and legislature of the political subdivision in lieu of the notification to the Governor, Speaker and Temporary President provided the Agency's enabling legislation provides for such approval and the property was obtained by the Agency from the political subdivision.
- (b) If below FMV transfer is proposed, the following information is required to be provided to the authority's board and the public:
- (1) Description of Asset;
  - (2) Appraisal of the FMV of the asset;
  - (3) Description of purpose of transfer, the kind and amount of the benefit to the public resulting from the transfer such as jobs and wages created or preserved;
  - (4) Value received compared to FMV;
  - (5) Names of private parties to the transaction and value received;
  - (6) Names of private parties that have made an offer, the value of offer, and purpose for which the asset would have been used.
- (c) Board must make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

The Guidelines are subject to modification and amendment at the discretion of the Agency board and shall be filed annually with all local and state agencies as required under all applicable law.

The designated Contracting Officer for the Agency is Mark A. Masse.

This policy is hereby adopted and shall be effective immediately as approved and adopted  
~~XXXXXXXXXX.~~

Mark Masse

**STAMP Committee**

**June 1, 2021**

**Approval of appraisal contract for ROW through US Fish and Wildlife Refuge**

**Discussion:** The GCEDC asked five companies for bids to prepare the appraisal for the Right of Way (ROW) for the forcemain through the wildlife refuge as well as the timeline to complete the work. The appraisal needs to be completed to the standards set forth by US Fish and Wildlife. The results of the bids are as follows:

1. \$15,000 – K LW Appraisal Group, Inc. – 60 days
2. \$35,000 – Thurston, Casale & Ryan, LLC – 30 to 45 days
3. Declined to bid – Emminger, Newton, Pigeon & Maygar, Inc.
4. No response - Edmunds Enterprises
5. No response - CNY Pomeroy Appraisers, Inc.

The appraisers who were solicited had been preapproved by the US Department of the Interior as qualified to complete this work as listed in the attached instruction letter. Our current construction timeline for working in the refuge could start no sooner than July 15<sup>th</sup> through the end of the year and USFWS has made it abundantly clear that there is no way to begin work in the refuge without the permit. They cannot issue the permit without the appraisal being completed. In this case having the appraisal completed in as short a time period as possible, even costing more than others, will help save money in the long run by allowing the contractor to get to work as close to the July 15<sup>th</sup> date as possible.

**Fund Commitment:** Not to exceed \$35,000 to Thurston, Casale & Ryan, LLC for the appraisal work of the ROW through the Refuge to be covered under the \$33 million.

**Board Action Request:** Approval of appraisal contract for the ROW through the Refuge.





# United States Department of the Interior

OFFICE OF THE SECRETARY

Appraisal and Valuation Services Office

Atlanta, GA 30308

May 20, 2021

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

RE: Appraiser Solicitation and Engagement  
IRQ (P-1) STAMP/Right-of-Way Permit  
NYS Route 63, Iroquois NWR  
Orleans and Genesee Counties, NY  
AVIS #F210075

Dear Mr. Masse:

This letter transmits a Statement of Work (SOW) and related attachments that are to be used in your solicitation of an appraisal for the subject assignment. The appraisal report is to comply with the attached SOW and the Uniform Standards of Professional Appraisal Practice (USPAP).

Please only solicit from the Appraisal and Valuation Services Office (AVSO) list of assignment qualified appraisers below, and notify the AVSO Review Appraiser and the U. S. Fish and Wildlife Service (FWS) of the individual selected for the appraisal assignment, along with the agreed upon due date of the initial appraisal report. The due date of the appraisal report is to be agreed upon by the Genesee County Economic Development Center, FWS and the Appraiser. Based on the complexity of the assignment, performance in the market area and being identified as providing appraisal products that can meet required appraisal standards, the following qualified appraisers are authorized for solicitation:

**Greg Klauk**

KLW Appraisal Group, Inc.  
247 Cayuga Road, Suite 40  
Buffalo, NY 14225  
Phone: (716) 632-2100  
gklauk@klwgroup.com

**Richard R. Edmunds, ARA, AAC**

Edmunds Enterprises  
10 Delevan Ave. PO Box 295  
Delevan, New York 14042  
(716) 492-5727  
redmunds@edmundsenterprises.com

**Timothy J. Magyar, SR/WA, R/W-AC**

Emminger, Newton, Pigeon & Magyar, Inc.  
2440 Sheridan Drive, Suite 100  
Tonawanda, NY 14150  
Phone: (716) 685-0500 x26  
tmagyar@enpmappraisers.com

**Donald A. Fisher, MAI, ARA**

CNY Pomeroy Appraisers, Inc.  
Liberty Square  
100 East Seneca Street  
Manlius, NY 13104  
315-422-7107 (Phone)  
dfisher@cnyappraisers.com

Mr. Mark Masse  
May 20, 2021  
Page 2

Todd P. Thurston, MAI  
Thurston, Casale & Ryan, LLC  
1080 State Fair Blvd.  
Syracuse, NY 13219  
Phone: (315) 433-1380 x112  
tpt@TCRappraisal.com

The appraiser you select will be engaged via letter of engagement directly from AVSO as the sole and exclusive client, with a copy provided to you and FWS. The AVSO Review Appraiser will arrange a pre-work meeting for the appraisal assignment with the Appraiser upon engagement.

Upon completion of the review and acceptance of the appraisal report, the Appraiser is to provide one PDF and three bound signed copies of the final approved report to the AVSO Review Appraiser at the Appraisal and Valuation Services Office in Atlanta, GA. The AVSO Review Appraiser will provide two bound copies of the appraisal report and an appraisal review report directly to FWS, our client. FWS Realty will be responsible for any decisions related to further distribution of the appraisal report as guided by internal FWS policies regarding the release of valuation records. No copies of the appraisal report and/or assignment results are to be provided/distributed to any other party by the Appraiser.

The appraisal services will have payment issued directly from Genesee County Economic Development Center, after review and acceptance of the appraisal report by AVSO. AVSO will notify FWS and Genesee County Economic Development Center when the appraisal has been approved for agency use. Terms and conditions of payment for the assignment are those agreed upon by the Genesee County Economic Development Center and the Appraiser. Payment is the sole responsibility of Genesee County Economic Development Center. Neither AVSO nor FWS is responsible for payment of this appraisal assignment.

If you have any questions about the assignment, please contact me at the telephone number or email listed below.

Sincerely,



Digitally signed by SHERRY  
BUCHANAN  
Date: 2021.05.20 09:35:13  
-04'00'

**Sherry E. Buchanan, MAI, AI-GRS**  
Supervisory Review Appraiser  
U.S. Department of the Interior, Federal Lands Division  
Appraisal and Valuation Services Office  
401 W. Peachtree Street NW, Suite 1705  
Atlanta, GA 30308  
404-526-0088 (Office)  
404-293-4364 (Cell)  
sherry\_buchanan@ios.doi.gov

Cc: Bill Porter, U.S. Fish and Wildlife Service, Branch Chief, Region 5  
Thomas Geser, U.S. Fish and Wildlife Service, Realty Specialist, Region 5

Enclosures: SOW w/attachments for IRQ (P-1) STAMP

# THURSTON, CASALE & RYAN, LLC

REAL ESTATE APPRAISAL AND CONSULTING

WWW.TCRAPPRAISAL.COM

1080 STATE FAIR BLVD  
SYRACUSE, NY 13209  
(515) 455-1580  
(515) 679-4065 (FAX)

May 27, 2021

## VIA EMAIL AS PDF

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

Re: Letter of Engagement  
IRQ (P-1) STAMP/Right-of-Way Permit  
NYS Route 63, Iroquois NWR  
Orleans and Genesee Counties, NY  
AVIS #F210075

Dear Mr. Masse:

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

- Submission will comprise an Appraisal Report in a form consistent with what was formerly known as a self-contained, which is suitable (and likely required) for Appraisal and Valuation Services Office (AVSO) purposes.
- Sole and exclusive client includes: Sherry Buchanan, MAI, AI-GRS and other representatives of AVSO. Intended users consist of the AVSO, U.S. Fish and Wildlife Service (FWS), and Genesee County EDC. The function of the appraisal is to estimate the present value of market rent for a linear ROW permit for use and occupancy of federal lands.
- Market is the defined value and fee simple the interest appraised. Property will be valued as of the date of inspection, unless requested otherwise.
- Proposed encumbrance is:

Being a strip of land located westerly of the centerline of State Route 63 located in the Town of Alabama, Genesee County, New York and within the Town of Shelby, Orleans County, New York. Said strip of land being a part of the Iroquois National Wildlife Refuge and measuring 43 feet and 53 feet from the centerline of said road. The State of New York currently maintains a 66-foot-wide (33 feet either side of centerline) road ROW for highway purposes. The length of this strip is 14,297 feet of which 10.83 acres is encumbered by the State ROW and 3.47 acres unencumbered, for a total area of 14.3 acres.

My experience includes occupancies of this type.

- Expected scope of work includes:

1. Review of transmission projects across New York to determine rental rates/compensation for the location/co-location of facilities. My initial research indicates up to 42 proposed/completed projects since 2010, of which I have been directly involved in at least seven.
2. Interviews with NYS DOT personnel across multiple regions to determine levels of compensation within State highway corridors, if any, for completed infrastructure projects, including sewer force mains. I am an approved consultant in all DOT regions outside of NYC/Long Island and have working relationships with various real estate departments statewide.
3. Interviews with town/municipal infrastructure agencies for the levels of compensation paid for occupancies within public/private corridors.
4. Since "across-the-fence" (ATF) methodologies will likely be used to determine a base fee value, a search of sales similar to those uses adjoining the corridor will be completed, along with an exhaustive listing/discussion of corridor factors from New York State and the U.S. at large. Two of the examples to be given are Upstate NY transactions approved/closed in the last six months.
5. Final valuation will be a reconciliation of rents/compensation for like infrastructure projects, as well as an ATF valuation that considers the extent/impacts of the proposed occupancy.

- Fee is quoted as follows:

Appraisal Type	Total Fee
Fully documented (f/k/a self-contained)	\$35,000

- Fee is due and payable upon receipt of my invoice. Accounts past 30 days are subject to a 3% interest penalty assessed monthly.
- ≡ Report will be completed within **30 to 45 days** of your authorization to proceed. Every effort will be made to expedite given proposed project timing.
- My fee quote provides for three copies of the appraisal along with a PDF.
- This proposal is valid for 30 days.
- The report will be prepared in accordance with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Copies of my Certification, qualifications, General Assumptions and Limiting Conditions,



etc. are posted on my website at [www.TCRappraisal.com](http://www.TCRappraisal.com) under "Appraisal & Counseling Services".

Respectively Submitted,

**THURSTON, CASALE & RYAN, LLC**



Todd P. Thurston, MAI  
Principal

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

\_\_\_\_\_  
(Client Signature)

\_\_\_\_\_  
Date

## Mark Masse

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**From:** Tim Magyar <tmagyar@enpmappraisers.com> on behalf of Tim Magyar  
**Sent:** Thursday, May 27, 2021 1:30 PM  
**To:** 'Mark Masse'  
**Subject:** RE: Appraisal Project for IRQ (P-1) STAMP/Right-of-Way Permit

Hi Mark,  
Upon further consideration and review of the project, I am unable to provide you with a quote at this time. I apologize for any inconvenience.  
Tim Magyar  
ENPM, Inc.

**From:** Mark Masse <mmasse@gcedc.com>  
**Sent:** Tuesday, May 25, 2021 2:38 PM  
**To:** Tim Magyar <tmagyar@enpmappraisers.com>  
**Subject:** FW: Appraisal Project for IRQ (P-1) STAMP/Right-of-Way Permit

Tim,  
My name is Mark Masse with the GCEDC and we are working on getting a permit from USFWS for a force main that will run through refuge territory. They gave me your contact information as an appraiser who could complete this work. I am hoping you could give me a quote and a timeframe for completion by the end of the day Thursday as I have a Board meeting next week and am looking to get authorization on an appraiser to use.

I am including the email below and the attachments which should provide you with enough information to send me a quote and time frame.

If you have any other questions, or require additional information, please do not hesitate to contact me.

Thanks,

Mark A. Masse, CPA



Senior Vice President of Operations  
Genesee County Economic Development Center  
Leadership Genesee Class of 2002  
99 MedTech Drive  
Suite 106  
Batavia, NY 14020  
Phone: (585) 343-4866, ext. 17  
Cell: (585) 343-2166  
Fax: (585) 343-0848  
Email: [mmasse@gcedc.com](mailto:mmasse@gcedc.com)  
Web site: [gcedc.com](http://gcedc.com)

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## Mark Masse

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**From:** Gregory Klauk <gklauk@klwgroup.com> on behalf of Gregory Klauk  
**Sent:** Wednesday, May 26, 2021 8:24 AM  
**To:** Mark Masse  
**Subject:** RE: Update

Mark do you need a formal proposal? What I sent was just to give you something to work with.

**From:** Mark Masse <mmasse@gcedc.com>  
**Sent:** Tuesday, May 25, 2021 12:37 PM  
**To:** Gregory Klauk <gklauk@klwgroup.com>  
**Subject:** RE: Update

Greg,  
I am waiting to hear back from two other companies for quotes. I will let you know.  
Thanks,

Mark A. Masse, CPA



Senior Vice President of Operations  
Genesee County Economic Development Center  
Leadership Genesee Class of 2002  
99 MedTech Drive  
Suite 106  
Batavia, NY 14020  
Phone: (585) 343-4866, ext. 17  
Cell: (585) 343-2166  
Fax: (585) 343-0848  
Email: [mmasse@gcedc.com](mailto:mmasse@gcedc.com)  
Web site: [gcedc.com](http://gcedc.com)

**From:** Gregory Klauk <gklauk@klwgroup.com>  
**Sent:** Monday, May 24, 2021 1:13 PM  
**To:** Mark Masse <mmasse@gcedc.com>  
**Subject:** RE: Update

Mark our fee will be \$15,000.00 and as I indicated our delivery time will be about 60 days.

**From:** Mark Masse <mmasse@gcedc.com>  
**Sent:** Monday, May 24, 2021 8:23 AM  
**To:** [gklauk@klwgroup.com](mailto:gklauk@klwgroup.com)  
**Subject:** Update

Greg,

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## Mark Masse

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**Sent:** Thursday, May 27, 2021 1:30 PM  
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ENPM, Inc.

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I am including the email below and the attachments which should provide you with enough information to send me a quote and time frame.

If you have any other questions, or require additional information, please do not hesitate to contact me.

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Mark A. Masse, CPA



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Web site: [gcedc.com](http://gcedc.com)

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