

**Genesee County Economic Development Center
Meeting Agenda**

Thursday, July 11, 2024

Location: 99 MedTech Drive, Innovation Zone

PAGE #	1.0 Call to Order	4:00pm
	1.1 Enter Executive Session	4:00pm
	Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:	
	1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.	
	2. Discussions regarding proposed, pending, or current litigation.	
	1.2 Enter Public Session	4:40pm
	2.0 Chairperson's Report & Activities	4:40pm
	2.1 Upcoming Meetings:	
	Next Scheduled Board Meeting: Thursday, August 1st at 3 p.m. <i>(Change in time due to GLOW Corporate Cup)</i>	
	Audit & Finance Committee Meeting: Tuesday, July 30 th at 8:30 a.m.	
	STAMP Committee Meeting: Wednesday, July 31 st at 8 a.m.	
	2.2 Agenda Additions / Deletions / Other Business **Vote	
	2.3 Minutes: June 6, 2024 **Vote	
	3.0 Report of Management –	4:45pm
	3.1 Graham Corporation – Supplemental Authorizing Resolution **Vote – M. Masse	
	3.2 Hecate Energy Cider Solar – Revised Application **Vote – M. Masse	
	3.3 Hecate Energy Cider Solar – Local Labor Waiver Request **Vote – M. Masse	
	4.0 Audit & Finance Committee – K. Manne	4:55pm
	4.1 May 2024 Financial Statements **Vote	
	4.2 PSA Amendment of GE Bergen, LLC **Vote	
	4.3 Local Labor Contract - Countryside Apartments **Vote	
	4.4 Local Labor Contract - MedTech Landing, LLC **Vote	
	4.5 Local Labor Contract - Graham **Vote	
	4.6 Batavia Home Fund Grant Award **Vote	
	5.0 Governance & Nominating Committee – C. Yunker	5:05pm
	5.1 Nothing at this time.	
	6.0 STAMP Committee – P. Zeliff	5:05pm
	6.1 O'Connell Electric Proposal for Site Work and Installation of Control House **Vote	
	6.2 O'Connell Electric Proposal for Build out of Bay Service for Edwards **Vote	
	6.3 Marshalling Yard Agreement with National Grid **Vote	
	7.0 Employment & Compensation Committee – M. Gray	5:15pm
	7.1 Nothing at this time.	
	8.0 Housing Committee – P. Battaglia	5:15pm
	8.1 Nothing at this time.	
	9.0 Other Business	5:15pm
	9.1 Nothing at this time.	
	10.0 Adjournment	5:15pm

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**GCEDC Board Meeting
Thursday, June 6, 2024
Location: 99 MedTech Drive, Innovation Room
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: K. Manne, M. Clattenburg, P. Zeliff, C. Kemp, P. Battaglia (Video Conference*), M. Gray, C. Yunker
Staff: M. Masse, L. Farrell, E. Finch, C. Suozzi, P. Kennett, L. Casey
Guests: M. Brooks (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), G. Torrey (GGLDC Board Member), R. Gaenzle (Harris Beach/Video Conference)
Absent:

*Attending from a physical location identified in the meeting notice as open to the public.

1.0 Call to Order

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

1.1 Enter Executive Session

M. Gray made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:18 p.m. for the following reasons:

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

The motion was seconded by C. Yunker and approved by all members present.

1.2 Enter Public Session

C. Yunker made a motion to enter back into public session at 4:28 p.m., seconded by K. Manne and approved by all members present.

2.0 Chairman’s Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, July 11th at 4:00 p.m.

Audit & Finance Committee Meeting: Tuesday, July 9th at 8:30 a.m.

STAMP Committee Meeting: Wednesday, July 10th at 8:00 a.m.

There has been a request to add an Employment & Compensation Committee Meeting on Thursday, July 11th at 3 p.m.

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

2.3 Minutes: May 2, 2024 –

M. Gray made a motion to accept the May 2, 2024 minutes as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
K. Manne -	Yes	P. Zeff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 GE Bergen Owner LLC – Initial Resolution – GE Bergen Owner, LLC is building a 196,000-sf facility at Apple Tree Acres in Bergen.

The \$43.6 million project proposes creating 60 new full-time equivalent (FTE) positions and retaining 140 FTE's.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$1,752,000, a property tax abatement estimated at \$2,151,294 via new traditional PILOT, and a mortgage tax exemption estimated at \$366,000.

Resolution No. 06/2024 - 01

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

C. Yunker made a motion to approve Initial Resolution #06/2024-01, authorizing the acceptance of the application and scheduling of the public hearing for GE Bergen Owner LLC as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
K. Manne -	Yes	P. Zeff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.0 Audit & Finance Committee

4.1 April 2024 Financial Statements – L. Farrell reviewed the significant items of the April 2024 financial statements.

- There was a decrease in accounts payable of about \$100,000. We were still paying 2023 expenses in April, including STAMP expenditures through a GURF that was submitted in April.
- A customer deposit was collected from MedTech Landing, LLC for local labor monitoring and reporting services. To date, two companies, Edwards and MedTech Landing, have paid deposits that will cover local labor consulting fees.
- On the P&L, the MedTech Landing project closed. We received a project origination fee of nearly \$190,000 for this transaction.
- Normal monthly expenditures.

The April 2024 financial statements were recommended for approval by the Committee.

K. Manne made a motion to approve the April 2024 Financial Statements as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.2 Appletree Acres PSA Amendment - Remlap has a current purchase and sale agreement for approximately 3 acres (1 buildable) at Apple Tree Acres Corporate Park for \$250,000. They would like to have an extension of time on the PSA as they are currently going through the Town’s site plan review process.

The amendment extends the due diligence period for 90 days (August 24, 2024) for an additional \$20,000. Previously, the company paid a \$15,000 non-refundable deposit. All earnest money on deposit will be applied to the purchase price upon closing.

Fund Commitment: None.

Committee Action Request: Recommend approval of PSA extension.

This was recommended for approval by the Committee.

K. Manne made a motion to approve the Appletree Acres PSA Amendment as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.3 Local Labor Contract - Loewke Brill Consulting Group, Inc. has been the GCEDC's consultant who assists with the monitoring and reporting of company's compliance with the local labor policy. The Board has determined that companies need to provide the GCEDC with a deposit that will cover the costs of these services. Any amount not utilized will be returned to the company.

The following fee is based on the company's project description, timeline and capital investment as provided in the application for incentives.

Project: GE Bergen Owner, LLC

Fund Commitment: \$17,950 to be paid out of deposit

Committee Action Request: Recommend to the full Board approval of the contract with Loewke Brill contingent upon receipt of the deposit from the project.

This was recommended for approval by the Committee.

K. Manne made a motion to approve the Loewke Brill Contract for the GE Bergen Owner, LLC project as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

The Board voted on agenda items 5.1 through 5.3 collectively. The approval for these items follows agenda item 5.3. The Committee recommended these items for approval.

5.1 Procurement Policies & Procedures – This policy is required to be reviewed annually. There are no changes being recommended.

5.2 Investment Policy - This policy is required to be reviewed annually. There are no changes being recommended.

5.3 Disposition of Property Guidelines – This policy is required to be reviewed annually. There are no changes being recommended.

C. Yunker made a motion to approve agenda items 5.1- 5.3 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.0 STAMP Committee – P. Zeliff

6.1 O’Connell Electric Proposal for Substation – O’Connell Electric has prepared a proposal to complete the design and engineering and review of the high side of the substation (NYPA) that is related to the control house and installation of the control house. The reasons for utilizing O’Connell for this work are as follows:

1. They are already on-site doing work for another entity
2. The project cannot withstand the delay that an RFP process would entail
3. A second electrical firm would lead to confusion and finger pointing about any work quality or timeliness issues
4. They are familiar with NYPA specifications and their engineering team since they have been working on this project with them

Fund Commitment: \$3,430,350 to be included in the \$56 million FAST NY award and we would use operating funds to pay until FAST NY funds become available.

Board Action Request: Recommend approval to the full Board of the O’Connell Electric contract not to exceed \$3,430,350.

This contract is related to design and engineering professional services only.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the O’Connell Electric Proposal for Substation as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.2 Phillips Lytle Fees - Phillips Lytle has prepared a proposal to cover the scope of work for the remainder of 2024 as it relates to Tech Team support for the offsite sewer permitting and wetland permitting, the wastewater treatment facility permitting, and force main installation. At the STAMP Committee meeting, M. Fitzgerald stated that the last increase to the contract was for services provided through the end of 2023, but Phillips Lytle was able to stretch it to mid-2024. Phillips Lytle *hopes* that they can stretch this increase to the contract beyond the end of 2024 for 12 months.

Fund Commitment: Not to exceed \$500,000 to be included in the \$33 million.

Board Action Request: Recommend approval to the full Board the Phillips Lytle contract not to exceed \$500,000.

This was recommended for approval by the Committee.

M. Clattenburg made a motion to approve the Phillips Lytle Fees not to exceed \$500,000 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.3 Access Agreement for Edwards Vacuum - As part of their construction of their manufacturing facility, Edwards (Geis) would like to access their site via the hammerhead off STAMP Drive. There is a small (approximately 200 ft by 200 ft) area that is owned by the GCEDC. This Access Agreement allows Edwards (Geis) to install a stone road across this parcel to connect the hammerhead to their site.

Fund Commitment: None.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Access Agreement for Edwards Vacuum (Geis) as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

7.0 Employment & Compensation – M. Gray

7.1 Nothing at this time

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

DRAFT

As there was no further business, M. Gray made a motion to adjourn at 4:37 p.m., which was seconded by C. Yunker and passed unanimously.

MM
6/28/24

Customer Information

Potential Customer:	Graham Corporation	Opportunity Type:	Expansion
Project Street Address:	20 Florence Avenue	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	City of Batavia//	Type of Project:	Expansion
Project Description:	Graham Corporation Expansion	New Jobs:	24
Total Capital Investment:	\$17,590,545	Retained Jobs:	367
Incentive Amount:	\$681,973	School District:	Batavia
Benefited Amount:	\$8,190,545	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

Project Information

Organization:	GCEDC
Opportunity Source:	Direct/Personal Contact
Initial Acceptance Date:	7/11/2024
Date of Public Hearing:	
Inducement Date:	

Opportunity Summary: Graham Corporation is planning to expand its location in the City of Batavia, NY. The \$17.6 million project consists of a 28,867 sq. ft. expansion for a new commercial production facility intended to reduce design and manufacturing costs and improving ship capabilities for their US defense sector. The project will include a new building as well as new manufacturing equipment to grow Graham Corporation's workforce and production capabilities. The project proposes creating 24 new full-time equivalent (FTE) positions and retain 340 FTEs. The project is requesting assistance from the GCEDC with a sale tax exemption estimated at \$383,546 and a property tax abatement estimated at \$298,427 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Economic Impact: The Fiscal impacts (discounted value) on Local Benefits totals \$19,503,750 (\$19,195,494 in payroll and \$308,255 to the public in tax revenues). For every \$1 of public benefit the company is investing \$42 into the local economy.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$7,990,545
Equipment (non-taxable):	\$9,400,000
Land Cost (Real Estate):	\$200,000
Total Capital Investment:	\$17,590,545

Estimated Benefits Provided

Sales Tax Exempt:	\$383,546 ✓
Property Tax Exempt:	\$298,427 ✓
Total Estimated Tax Incentives Provided:	\$681,973 ✓
Total Amount Finance:	\$13,581,178 ✓

MM
6/28/22

Genesee County Industrial Development Agency MRB Cost Benefit Calculator



Date: November 17, 2023
Project Title: Graham 2024 Expansion
Project Location: Batavia, NY

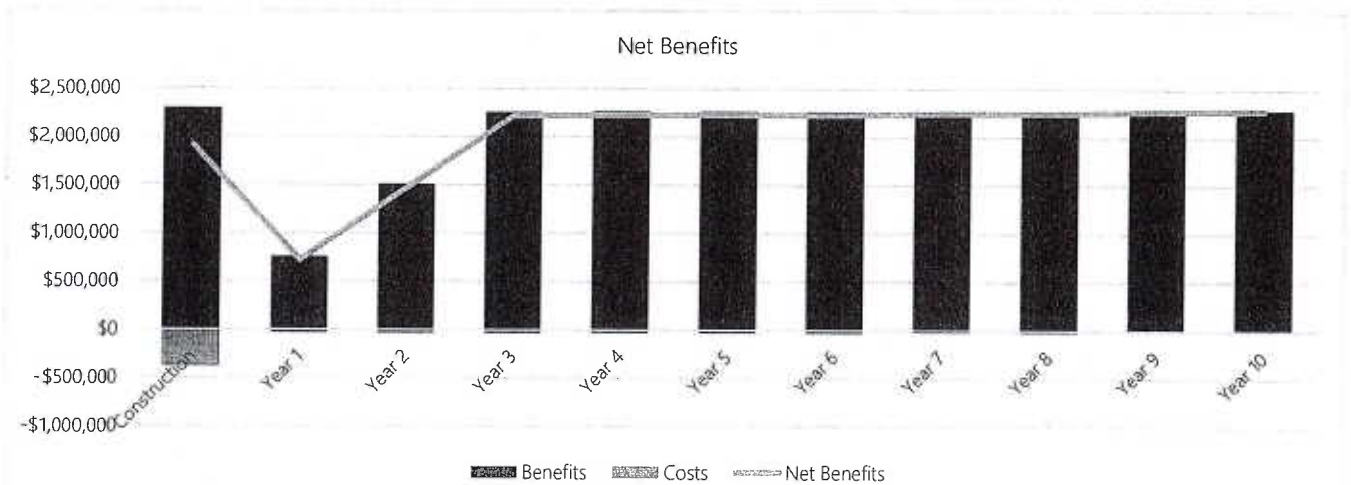
Economic Impacts

Summary of Economic Impacts over the Life of the PILOT
Project Total Investment
\$13,900,000

	Temporary (Construction)		
	Direct	Indirect	Total
Jobs	22	7	29
Earnings	\$1,860,915	\$312,260	\$2,173,176
Local Spend	\$4,500,000	\$1,120,577	\$5,620,577

	Ongoing (Operations) Aggregate over life of the PILOT		
	Direct	Indirect	Total
Jobs	24	6	30
Earnings	\$16,200,000	\$2,929,543	\$19,129,543

Figure 1



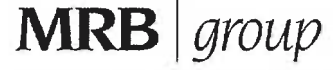
Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$298,429 ✓	\$272,889
Sales Tax Exemption	\$383,546 ✓	\$383,546
Local Sales Tax Exemption	\$191,773 ✓	\$191,773
State Sales Tax Exemption	\$191,773 ✓	\$191,773
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
Total Costs	\$681,975	\$656,435

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$21,650,788	\$19,503,750 ✓
To Private Individuals	\$21,302,718	\$19,195,494 ✓
Temporary Payroll	\$2,173,176	\$2,173,176
Ongoing Payroll	\$19,129,543	\$17,022,319
Other Payments to Private Individuals	\$0	\$0
To the Public	\$348,070	\$308,255
Increase in Property Tax Revenue	\$198,951	\$173,887
Temporary Jobs - Sales Tax Revenue	\$15,212	\$15,212
Ongoing Jobs - Sales Tax Revenue	\$133,907	\$119,156
Other Local Municipal Revenue	\$0	\$0
State Benefits	\$1,107,741	\$998,166
To the Public	\$1,107,741	\$998,166
Temporary Income Tax Revenue	\$97,793	\$97,793
Ongoing Income Tax Revenue	\$860,829	\$766,004
Temporary Jobs - Sales Tax Revenue	\$15,212	\$15,212
Ongoing Jobs - Sales Tax Revenue	\$133,907	\$119,156
Total Benefits to State & Region	\$22,758,530	\$20,501,915

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$19,503,750	\$464,662	42:1 ✓
State	\$998,166	\$191,773	5:1
Grand Total	\$20,501,915	\$656,435	31:1

*Discounted at 2%

Additional Comments from IDA

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

MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date
 Project Title
 Project Location

Construction Phase - Project Assumptions

Project Costs

Project Costs Value
 Enter total project costs:
 Local Construction Spending*
 % of locally sourced materials and labor
 In-region construction spending

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$4,500,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$4,500,000

Most projects will only have one line related to construction type.

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

NAICS Lookup

Year 1 - Enter NAICS	NAICS	Count	Per Job Annual Earnings	Total Earnings
Plate Work Manufacturing	332313	8	\$75,000	\$600,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		8		\$600,000

Year 2	NAICS	Count	Per Job Annual Earnings	Total Earnings
Plate Work Manufacturing	332313	16	\$75,000	\$1,200,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		16		\$1,200,000

Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
Plate Work Manufacturing	332313	24	\$75,000	\$1,800,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		24		\$1,800,000

Fiscal Impact Assumptions

Estimated Costs of Incentives

Sales Tax Exemption	%	Value		PILOT Term (Years)	<input type="text" value="10"/>
Local Sales Tax Rate	4.00%	\$383,546	✓	Escalation Factor	<input type="text" value="0%"/>
State Sales Tax Rate	4.00%	\$191,773		Discount Factor	<input type="text" value="2%"/>
Mortgage Recording Tax Exemption					
Local	0.50%	\$0			
State	0.50%	\$0			
Total Costs		<input type="text" value="\$681,975"/>	<i>Includes PILOT exemption, calculated below.</i>		

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6/28



Project Name: Graham Corporation

Board Meeting Date: July 11, 2024

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

PROJECT DESCRIPTION:

Graham Corporation is planning to expand its location in the City of Batavia, NY.

The \$17.6 million project consists of a 28,867 sq. ft. expansion for a new commercial production facility intended to reduce design and manufacturing costs and improving ship capabilities for their US defense sector. The project will include a new building as well as new manufacturing equipment to grow Graham Corporation's workforce and production capabilities.

The project proposes creating 24 new full-time equivalent (FTE) positions and retain 340 FTEs.

The project is requesting assistance from the GCEDC with a sale tax exemption estimated at \$383,546 and a property tax abatement estimated at \$298,427 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

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

Project details: The project is planning on creating 24 direct jobs between \$75,000-85,000 annual plus benefits and retaining 340 FTE's.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with an investment of \$17,590,545 and construct a 28,867 sq. ft. expansion on their campus in the City of Batavia.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

The Fiscal impacts (discounted value) on Local Benefits totals \$19,503,750 (\$19,195,494 in payroll and \$308,255 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$42 into the local economy.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: Yes, it is in the advanced manufacturing industry.

Board Discussion:

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

Project details: The project is planning to begin construction in Fall of 2024 and be operational in 24 months.

Board Discussion

Board Concurrence: YES NO If no, state justification:

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7/11/24

SUPPLEMENTAL AUTHORIZING RESOLUTION
(Graham Corporation Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, July 11, 2024.

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

Resolution No. 07/2024 - ____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) AUTHORIZING A SUPPLEMENTAL PUBLIC HEARING WITH RESPECT TO THE AMENDED PROJECT, (ii) DESCRIBING THE FORMS OF MODIFIED FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE AMENDED PROJECT, AND (iii) RATIFYING AND CONFIRMING THE FINDINGS OF THE AGENCY MADE IN THE RESOLUTIONS PREVIOUSLY ADOPTED BY THE AGENCY ON DECEMBER 7, 2023

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 a resolution adopted on December 7, 2023 (the "Initial Resolution"), the Agency accepted an application and described the forms of financial assistance being contemplated by the Agency with respect to a certain project (the "Project") to be undertaken by **GRAHAM CORPORATION** (the "Company"), as agent of the Agency, consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at 20 Florence Avenue, City of Batavia, Genesee County, New York and all other lands in the City of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land"; being more particularly described as a portion of tax parcel No. 84.016-1-15.1) and the existing improvements located thereon (the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 18,900 square foot production facility, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, pursuant to Section 859-a of the Act, on Thursday, January 4, 2024, at 3:30 p.m., local time, at the Batavia City Hall (Council Board Room), One Batavia City Centre, Batavia, New York 14020, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "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 Initial 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 property located at 20 Florence Avenue, City of Batavia, Genesee County, New York and all other lands in the City of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land"; being more particularly described as a portion of tax parcel No. 84.016-1-15.1) and the existing improvements located thereon (the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 29,000 square foot production facility, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility").

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 \$4,794,327.00 (such amount being an increase of \$2,214,327.00), which will result in New York State and local sales and use tax exemption benefits not to exceed \$383,546.00 (such amount being an increase of \$177,146.00); and

WHEREAS, the Agency desires to adopt a resolution (i) authorizing the conduct of a supplemental public hearing with respect to the Amended Project, (ii) describing the forms of amended financial assistance in connection with the Amended Project, and (iii) ratifying and confirming the findings made by the Agency in the Initial Resolution.

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

Section 1. The Agency is hereby authorized to conduct a supplemental public hearing in connection with the Amended Project.

Section 2. Unless amended by the terms hereof, Agency hereby ratifies, confirms and reaffirms the findings made in the Initial Resolution.

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

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

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

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

The resolutions were thereupon duly adopted.

GCEDC Meeting Report

Revisions to Application for Financial Assistance for Hecate Energy Cider Solar Project

Discussion: The GCEDC had previously approved an Application for Financial Assistance for the above named project (the previous Board materials are attached to this memo). Hecate Energy has sent in (also attached) a letter revising the job creation goal of 9 jobs as listed on the original application and reduced it to 0 job creation goal. The job creation goals were listed on the originally Board approved UTEP, however, those jobs were not used in the calculation of the economic impact for this project that showed a return of \$22 to the community for every \$1 in incentives. The Board approved this project based on the capital investment and real property payments and host payments that the communities will receive. Therefore, Hecate reducing the job creation goal for this project does not impact the main criteria that the Board used in making their approval.

Fund commitment: None.

Board action request: Approval of the revision in the Application for Financial Assistance for Hecate Solar Energy changing the job creation goal for this project from 9 to 0.

Hecate Energy

621 W. Randolph St.
Chicago, IL 60661
www.HecateEnergy.com



Via Email (mmasse@gcedc.com)

July 1, 2024

Mark Masse, President and CEO
Genesee County Industrial Development Agency
d/b/a Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (“Agency”) – Amendment of Application for Financial Assistance of Hecate Energy Cider Solar LLC (“Company”).

Dear Mr. Masse,

On or about October 28, 2022, the Company submitted an application to the Agency (“Application”) requesting financial assistance in the form of exemptions from sales and use tax, mortgage recording tax, and real property tax (“Financial Assistance”) for the Cider Solar Project, a proposed 500 MW solar-powered electric generating facility to be located in the Towns of Elba and Oakfield, Genesee County, New York (“Project”). By resolution adopted on December 1, 2022, the Agency approved the Financial Assistance.

The Application states that *“The Company is not able to commit to any level of permanent employment or compensation at the Project site. The Company estimates that operation and maintenance of the Project would create approximately nine (9) [full time employees (“FTEs”)] Jobs annually ...”* Notwithstanding the above caveat, the draft straight-lease transaction documents for the Project require engagement of at least nine (9) permanent FTEs at or for the benefit of the Project throughout the term of the PILOT agreement. However, changes in technology and industry practices have impacted staffing needs, and the Company is not able to commit to minimum staffing at the Project, particularly where failure to maintain minimum staffing could result in recapture of the Financial Assistance. Accordingly, the Company hereby amends the Application to reflect projected permanent employment of zero (0) FTEs at the Project and respectfully requests that the Agency not create or impose a minimum Project staffing requirement.

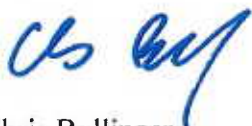
The Application (Project Supplement, pg. 3) also anticipated that a waiver of the Agency’s Local Construction Labor Policy (“Local Labor Policy”) would likely be needed for the Project. Over the last two years, the Company has worked with its contractors regarding potential use of local

labor but has been unable to secure a commitment from them. As a result, on June 25, 2024, the Company requested that the Agency waive application of the Local Labor Policy to the Project. For reasons set forth therein, the Company further requests that the Agency grant the waiver request and incorporate provisions in the straight-lease transaction documents to reflect such waiver.

Lastly, we ask that the Agency consider the foregoing requests at the July 11 meeting of its board of directors so the Company and the Agency can proceed to close the straight-lease transaction soon thereafter to facilitate commencement of construction of the Project.

We look forward to advancing implementation of the Financial Assistance and making the Project a reality. If you have any questions, please do not hesitate to contact me.

Respectfully yours,



Chris Bullinger
President & CEO

Hecate Energy Cider Solar LLC - Cider Solar Project

Memo to the GCEDC Board of Directors

S. G. Hyde, President and CEO

December 1, 2022

3.5 Cider Solar Project – We are presenting the final resolution for IDA financial assistance to Hecate Energy Cider Solar LLC, a 500MW Utility Scale Solar project to be constructed and located on some 2,455 acres (fenced area) in the Towns of Elba and Oakfield, Genesee County.

This significant scale renewable energy (solar generation only) project, with a total capital investment noted of approximately \$550,000,000, is seeking to implement a series of tax agreements utilizing an IDA PILOT and separately the town and county have negotiated and will be utilizing a Host Community Agreement structure all of which has been suggested by guidance from NYSEDA and the NYS Office of Renewable Energy Siting (ORES). In total, the PILOT and Host Community Agreements along with special district taxes, elimination of ag exemptions, and utility bill credit program payments, are estimated to generate \$87,905,295 to municipalities over the 30-year project horizon.

The proposed savings from property tax (\$92,091,309), sales tax (\$44,000,000), and mortgage tax exemptions (\$5,500,000) which represents the total value of the IDA financial assistance offered and being voted on by the GCEDC Board is estimated at \$141,591,309. These are high-level estimates, and the company will continue to provide estimates to the agency as the project cost is developed during engineering, procurement, and construction.

This is a request for the GCEDC board to vote on the offered final resolution (attached) to approve the agreement for the above mentioned IDA financial assistance to be executed when and if the GCEDC receives confirmation that the Elba Town Board, Oakfield Town Board, and Genesee County Legislature have approved a corresponding resolution approving the term sheet which outlines the terms of the host community agreements and authorizes the Chief Executive Officers for the Towns and County to effectuate the host community agreements.

Public hearings on the proposed incentives are being conducted Monday, November 28 in both the Town of Elba and the Town of Oakfield. Those minutes will be provided under separate cover as soon as they are available but in advance of the 12/1/22 board meeting.

Included with the resolution in this board packet is a fiscal impact analysis that shows the project will, across all local taxing jurisdiction revenue streams, return a benefit of \$22 in fiscal payments to local taxing jurisdictions compared to \$1 of existing tax payments related to the involved properties prior to the project's implementation.

CEO Recommendation: Approval of final resolution for IDA financial assistance.

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12/1/22

Customer Information

Potential Customer:	Hecate Energy Cider Solar LLC	Opportunity Type:	Attraction
Project. St. Address:	Various - Multiple Properties in the Town of Oakfield and Elba	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Elba & Oakfield	Type of Project:	Attraction
Project. Description:	Cider Solar	New Jobs:	9
Total Capital Investment:	\$550,000,000	Retained Jobs:	
Incentive Amount:	\$141,591,309	School District:	Elba & Oakfield-Alabama
Benefited Amount:	\$550,000,000	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

Project Information

Organization:	GCEDC
Opportunity Source:	3rd Party Professional
Date of Public Hearing:	11/28/22
Initial Acceptance Date:	11/1/2022
Inducement Date:	12/1/22
Opportunity Summary:	Hecate Energy Cider Solar LLC is proposing to construct a utility scale solar farm project at various properties in the towns of Elba and Oakfield.

The project will be located on 2,455 acres and utilize solar panels mounted on tracking panel racks to convert the sun's energy into 500 MW of AC power, and will be interconnected with the electric grid.

The project will provide enhanced property tax-type payments to the host municipalities through 30-year PILOT and Host Community Agreements that will contribute fiscally at a significantly greater level (\$35.23 million PILOT payments, \$38.35 Host Community Agreement Payments) than the current agricultural-vacant land property tax payments generated by the project's properties.

Economic Impact: The project has an estimated \$87.9 million fiscal impact (PILOT payments, Host Community Agreement payments, fire district payments, elimination of ag-exemptions on acreage used for solar panels, and Residential Utility Bill Credits). This results in an estimated return of \$23 in fiscal impacts vs \$1 of existing fiscal impacts of the land's prior use.

Project Detail (Total Capital Investment)

Building Cost (Construction):	Capital Improvements:
Equipment (non-taxable):	Equipment (Taxable) / Other Project Investment:
Land Cost (Real Estate):	
Total Capital Investment:	\$550,000,000

Estimated Benefits Provided

Sales Tax Exempt:	\$44,000,000
Mortgage Tax Exempt:	\$5,500,000
Property Tax Exempt:	\$92,091,309
Total Estimated Tax Incentives Provided:	\$141,591,309
Total Amount Finance:	\$550,000,000
Mortgage Amount:	\$550,000,000

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35

24
X

22

Project = Cider Solar - Fiscal Impact Analysis / Benefit Cost Analysis (BCA)
18-Aug-22

Total Tax Agreements Life of Project (PILOT+Host+Rez Utility Credit) @ \$/MW =

\$ 5,072

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

Proposed Assessed Value

I) PILOT Payments:

MW-ac 500
Assess Value/MW \$ 352,800
Estimated Full Assessed Value - Project Level \$ 176,400,000
Project Life in Years (under contract) 30
Life of Project PILOT+Host Payments \$:

County	School	Town	Total	Special District Tax (Fire)	Total All	Comments
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\$ 28,098,017	\$ 7,133,477	\$ 35,291,494	\$ 5,577,768	\$ 40,809,282	
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II) Host Benefit Payments:

Life of Project Host Benefit Payment \$:

\$ 13,183,497	\$ 25,169,100	\$ 38,352,597		\$ 38,352,597	
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III) Ag-Exemption Elimination Impact:

Estimated Increase In Assessed Value: \$ 6,019,394
Life of Project Increase in Property Tax \$:

\$ 1,654,329	\$ 3,524,957	\$ 874,016	\$ 6,058,108	\$ 100,333	\$ 6,243,436
\$ 275,650	\$ 587,405	\$ 145,640	\$ 1,008,695	\$ 38,345	\$ 1,042,040
\$ 1,929,779	\$ 4,112,362	\$ 1,019,656	\$ 7,066,798	\$ 223,678	\$ 7,285,476

Ag-Exemption elimination penalty (5 yrs. of above)
Life of Project Ag-Exemption Elimination Payments:

\$ 14,837,626	\$ 31,622,974	\$ 33,176,593	\$ 79,637,194	\$ 5,768,101	\$ 85,405,295
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IV) Life of Project Increase in Property Tax type Revenues (I+II+III):

			\$ 2,500,000	\$ 2,500,000	
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V) Life of Project Residential Utility Bill Credits (\$500/MW 10yrs.):

\$ 14,837,626	\$ 31,622,974	\$ 33,176,593	\$ 82,137,194	\$ 5,768,101	\$ 87,905,295
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VI) Life of Project Fiscal Impact + Residential Utility Bill Credits (IV+V):

VIII) Land Taxes prior to Project:

\$ 3,700,813	\$ 123,991	\$ 3,824,804
memo: # acres (inside fence) 2455		
memo: # acres 4650		
22.2		23.0

VIII) X Factor Fiscal Impact (ROI):

25

10/11/22

11/31



Project Name: Hecate Energy Cider Solar LLC

Board Meeting Date: December 1, 2022

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

PROJECT DESCRIPTION:

Hecate Energy Cider Solar LLC is proposing to construct a utility scale solar farm project at various properties in the towns of Elba and Oakfield.

The \$550 million project will be located on 2,455 acres. The project will utilize solar panels mounted on tracking panel racks to convert the sun's energy into 500 MW of AC power, and will be interconnected with the electric grid.

The company is requesting assistance from the GCEDC with a property tax abatement estimated at \$92,091,309, a sales tax exemption estimated at \$44,000,000, and a mortgage tax exemption estimated at \$5,500,000.

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

Project details: In addition to requiring a significant construction workforce, the project estimates that operation and maintenance will create approximately 9 FTE jobs with an average annual compensation of approximately \$60,000. These jobs will be through direct employment by the project or through operations and maintenance contractors.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will provide enhanced property tax-type payments to the host municipalities through 30-year PILOT and Host Community Agreements that will contribute fiscally at a significantly greater level (\$35.23 million PILOT payments, \$38.35 Host Community Agreement Payments) than the current agricultural-vacant land property tax payments generated by the project's properties.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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7/3

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project has an estimated \$87.9 million fiscal impact (PILOT payments, Host Community Agreement payments, fire district payments, elimination of ag-exemptions on acreage used for solar panels, and Residential Utility Bill Credits). This results in an estimated return of \$22 in fiscal impacts vs \$1 of existing fiscal impacts from the land's prior use.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

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 procurement in December 2022, with construction commencing in 2023 and commercial operations in mid-2024.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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Mark Masse
GCEDC Board Meeting
July 11, 2024

Local Labor Waiver Request – Hecate Energy Cider Solar project

Hecate Energy is looking to begin construction of their 500 MW solar generation project in the Towns of Oakfield and Elba. Since the project is planned to generate in excess of 5 MW of power, it is subject to our Local Labor Policy. In connection with the Local Labor Policy there is a waiver request process that can be made for certain contractors that do not have to be local. The situations that would allow a company to request a waiver are as follows:

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

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

The consulting group by the GCEDC to oversee the compliance with the Local Labor Policy, Loewke Brill Consulting Group, has reviewed the request and will provide documents for a recommendation on Monday. These documents will be forwarded to the Board as soon as we receive them next week. Jim Loewke, from Loewke Brill, will be at the meeting on Thursday to explain the process he went through to come up with his recommendation.

Fund Commitment – None.

Board Action Request – Recommendation to be sent out as soon as we receive it.

**Genesee County Economic Development Center
Dashboard - May 2024
Balance Sheet - Accrual Basis**

DRAFT

	5/31/24	4/30/24	[Per Audit] 12/31/23
ASSETS:			
Cash - Unrestricted (1)	\$ 5,610,964	\$ 5,576,144	\$ 10,846,767
Cash - Restricted (A)(2)	7,273,933	7,250,182	7,706,743
Cash - Reserved (B)(1)	5,363,395	5,311,416	672
Cash - Subtotal	<u>18,248,292</u>	<u>18,137,742</u>	<u>18,554,182</u>
Grants Receivable (3)	63,730	86,900	78,079
Accounts Receivable (4)	68,307	134,223	71,433
Interest Receivable	23,741	80,876	51,255
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (5)	55,121	61,794	46,848
Loans Receivable - Current	50,431	54,261	55,005
Total Current Assets	<u>18,512,454</u>	<u>18,558,628</u>	<u>18,859,634</u>
Land Held for Dev. & Resale (6)	24,219,184	24,219,184	24,143,667
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	<u>24,290,441</u>	<u>24,290,441</u>	<u>24,214,924</u>
Less Accumulated Depreciation	<u>(70,111)</u>	<u>(70,057)</u>	<u>(69,838)</u>
Net Property, Plant & Equip.	<u>24,220,330</u>	<u>24,220,384</u>	<u>24,145,086</u>
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	58,519	63,056	81,163
Right to Use Assets, Net of Accumulated Amortization	32,431	32,431	32,431
Other Assets	<u>90,950</u>	<u>95,487</u>	<u>113,594</u>
TOTAL ASSETS	<u>42,823,734</u>	<u>42,874,499</u>	<u>43,118,314</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (11)	392,573	392,573	392,573
Deferred Outflows of Resources	<u>392,573</u>	<u>392,573</u>	<u>392,573</u>
LIABILITIES:			
Accounts Payable (7)	28,758	19,869	466,773
Loan Payable - Genesee County - Current (8)	325,000	325,000	315,000
Accrued Expenses	20,406	12,840	34,859
Lease Payable - Current	12,307	12,307	12,307
Customer Deposits - Local Labor Reporting	40,465	40,465	18,505
Unearned Revenue (9)	6,243,986	6,243,876	6,291,340
Total Current Liabilities	<u>6,670,922</u>	<u>6,654,357</u>	<u>7,138,784</u>
Loans Payable - ESD (10)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (8)	2,185,000	2,185,000	2,510,000
Lease Payable - Noncurrent	5,604	5,604	5,604
Net Pension Liability (11)	512,048	512,048	512,048
Total Noncurrent Liabilities	<u>7,899,139</u>	<u>7,899,139</u>	<u>8,224,139</u>
TOTAL LIABILITIES	<u>14,570,061</u>	<u>14,553,496</u>	<u>15,362,923</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (11)	40,527	40,527	40,527
Deferred Inflows of Resources	<u>40,527</u>	<u>40,527</u>	<u>40,527</u>
NET ASSETS	<u>\$ 28,605,719</u>	<u>\$ 28,673,049</u>	<u>28,107,437</u>

Significant Events:

- Unrestricted & Reserved Cash - \$5.27M has been internally reserved as matching funds related to the FAST NY grant supporting STAMP development.
- 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.
- Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park. Received just over \$27K from National Grid in May.
- Accounts Receivable - Econ. Dev. Program Support Grant, MedTech Centre Property Management, misc.
- Prepaid Expense(s) - Workers compensation, cyber, D&O, life, umbrella, general liability insurance, misc.
- Land Held for Dev. & Resale - Additions are related to STAMP development costs.
- Accounts Payable - e3communications, interest earned on imprest accounts that will be remitted to ESD, misc.
- 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.
- Unearned Revenue - Genesee County contributions and interest 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.
- Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
- Deferred Pension Outflows / Deferred Pension Inflows / Net Pension Liability - Accounts related to implementation of GASB 68.

(A) Restricted Cash = GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance.
(B) Reserved Cash = RLF #1 Funds (defederalized), FAST NY Grant Matching Funds, Local Labor Reporting Deposits.

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Genesee County Economic Development Center Dashboard - May 2024 Profit & Loss - Accrual Basis

	Month to Date		YTD		2024	2024
	5/31/24	5/31/23	2024	2023	Board Appr.	YTD %
					<u>Budget</u>	of Budget
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 97,296	\$ 97,296	\$ 233,513	42%
Genesee County - WFD	2,083	2,083	10,416	10,416	25,000	42%
Fees - Projects (1)	-	21,000	336,477	144,938	488,000	69%
Fees - Services	7,688	7,262	36,736	36,310	88,168	42%
Interest Income on Loans	138	187	732	974	1,590	46%
Rent	-	577	500	7,507	28,809	2%
Common Area Fees - Parks	400	-	803	391	410	196%
Grants (2)	6,498	422,948	591,433	1,000,360	9,104,847	6%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	125,000	125,000	300,000	42%
BP ² Revenue	-	-	5,632	-	70,864	8%
Other Revenue	240	598	5,712	5,246	5,800	98%
Total Operating Revenues	61,506	499,114	1,210,737	1,428,438	10,347,001	12%
<u>Operating Expenses</u>						
General & Admin	146,184	192,996	670,850	646,570	1,675,970	40%
Professional Services	22,725	16,568	48,975	37,593	172,770	28%
Site Maintenance/Repairs	2,879	894	11,985	2,236	38,500	31%
Property Taxes/Special District Fees	-	-	4,186	5,275	5,615	75%
BP ² Expense	-	-	-	-	31,432	0%
PIF Expense	2,440	-	63,017	48,162	156,294	40%
Grant Expense - Batavia Home Fund	2,750	-	2,750	-	-	N/A
Site Development Expense (3)	-	3,420	134,830	160,652	8,566,846	2%
Real Estate Development (4)	-	422,842	75,517	487,736	66,654	113%
Balance Sheet Absorption	-	(422,842)	(75,517)	(487,736)	-	N/A
Total Operating Expenses	176,978	213,878	936,593	900,488	10,714,081	9%
Operating Revenue (Expense)	(115,472)	285,236	274,144	527,950	(367,080)	
<u>Non-Operating Revenue</u>						
Other Interest Income (5)	48,142	6,533	224,138	60,524	128,000	175%
Total Non-Operating Revenue	48,142	6,533	224,138	60,524	128,000	175%
Change in Net Assets	(67,330)	291,769	498,282	588,474	\$ (239,080)	
Net Assets - Beginning	28,673,049	22,285,145	28,107,437	21,988,440		
Net Assets - Ending	\$ 28,605,719	\$ 22,576,914	\$ 28,605,719	\$ 22,576,914		

Significant Events:

1. Fees Projects - YTD includes MedTech Landing and Oak Orchard Solar project origination fees.
2. Grants - 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; \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
4. Real Estate Development Costs - Includes STAMP development costs.
5. Other Interest Income - Interest rates have increased substantially; invested funds into CDs for additional interest income.

**Genesee County Economic Development Center
May 2024 Dashboard
Statement of Cash Flows**

DRAFT

	May 2024	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 129,254
Fees - Projects	-	404,477
Fees - Services	22,042	22,042
Interest Income on Loans	248	820
Rent	-	500
Common Area Fees - Parks	400	803
Grants	29,668	538,798
BP ² Revenue	-	5,632
GGLDC Grant - Economic Development Program Support	75,000	75,000
Other Revenue	240	5,712
Repayment of Loans	8,367	27,218
Customer Deposit	-	21,960
General & Admin Expense	(134,589)	(695,385)
Professional Services	(22,725)	(87,740)
Site Maintenance/Repairs	(2,879)	(11,985)
Site Development	-	(234,449)
Property Taxes/Special District Fees	-	(4,186)
Grant Expense	(2,750)	(2,750)
PIF Expense	-	(60,577)
Improv/Additions/Adj to Land Held for Development & Resale	-	(387,637)
Net Cash Used By Operating Activities	(5,436)	(252,493)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(315,000)
Net Cash Used By Noncapital Financing Activities	-	(315,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	115,986	261,603
Net Change in Cash	110,550	(305,890)
Cash - Beginning of Period	18,137,742	18,554,182
Cash - End of Period	\$ 18,248,292	\$ 18,248,292
RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue (Expense)	\$ (115,472)	\$ 274,144
Depreciation Expense	54	273
Decrease in Operating Accounts/Grants Receivable	89,086	17,475
Decrease (Increase) in Prepaid Expenses	6,673	(8,273)
Decrease in Loans Receivable	8,367	27,218
Increase in Land Held for Development & Resale	-	(75,517)
Decrease in Operating Accounts Payable	(1,820)	(447,966)
Increase (Decrease) in Accrued Expenses	7,566	(14,453)
Increase (Decrease) in Unearned Revenue	110	(47,354)
Increase in Customer Deposits	-	21,960
Total Adjustments	110,036	(526,637)
Net Cash Used By Operating Activities	\$ (5,436)	\$ (252,493)

Amendment to PSA for Apple Tree Acres parcel

Discussion: Oxbo has a PSA for a parcel at Apple Tree Acres Corporate Park that is being requested to be assigned to GE Bergen, LLC. GE Bergen, LLC is also asking for an amendment to the PSA to amend some of the terms and conditions in the original PSA.

Fund Commitment: None.

Committee Action Request: Recommend approval of amendment to PSA.

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is entered into as of the last date signed by the parties below (the "Effective Date"), by and between **GENESSE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESSE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Seller"), and **GERGEN OWNER, LLC**, a Delaware limited liability company (the "Buyer").

RECITALS:

WHEREAS, Seller and Oxbo International Corporation ("**Oxbo**") have previously entered into that certain Purchase and Sale Agreement dated March 31, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement dated June 29, 2023, and by that Second Amendment to Purchase and Sale Agreement dated September 27, 2023, and by that Third Amendment to Purchase and Sale Agreement dated March 1, 2025 (collectively, the "Original Agreement") for the purchase and sale of the Property (as defined in the Original Agreement); and

WHEREAS, Oxbo has assigned and Buyer has assumed the Original Agreement; and

WHEREAS, Buyer and Seller now wish to amend the Original Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, intending to be legally bound hereby, IT IS AGREED as follows:

1. **Definitions**. All capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Original Agreement. All references to the "Agreement" contained in this Amendment and in the Original Agreement shall hereinafter be deemed to refer to the Original Agreement, as modified and amended by this Amendment.

2. **Purchase Price**. The parties have agreed that the Purchase Price shall be reduced to reflect Buyer's additional cost to run water and sewer connections to the Property boundary line and install access to N.Y.S. Route 19. The Purchase Price shall be amended to be **ONE MILLION ONE HUNDRED FORTY-THOUSAND AND NO/100 DOLLARS (\$1,140,000.00)**.

3. **Title Agent and Escrow Officer**. NorthStar, a Division of Stewart Title Company, 20455 Emerald Parkway, Suite 200, Cleveland, Ohio 44135 ("Title Company") shall issue the title commitment and Owner's title insurance policy for the Property. Title Company shall serve as escrow agent for this transaction (the "Escrow Agent"), subject to its standard conditions of acceptance of escrow, provided, however, that said Escrow Agent shall use this Agreement as its escrow instructions, and wherever the terms, conditions and provisions of this Agreement vary from, modify or are different than said Escrow Agent's standard conditions of acceptance of escrow, then the terms, conditions and provisions of this Agreement shall govern. Within five (5) days of the Effective Date of this Amendment, Seller shall cause the Deposit to be transferred to Escrow Agent to be held in escrow and placed in a non-interest-bearing escrow account and to be held and distributed in accordance with the terms of the Agreement.

4. **Lot Split/Subdivision Approval**. Seller shall not cause the Subdivision Approval described in the Agreement.

5. **Buyer's Option Property.** Seller is the owner of approximately 1.83 acres of unimproved land adjacent to the Property, and known as tax account numbers _18268913.-1-61.12 and 18268913.-1-58.22 (the "Option Property"). In consideration of **TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00)** (the "Option Payment") payable at the Closing of the Property, Seller agrees to grant an exclusive option to Buyer ("Buyer's Option") for Seller to sell and Buyer to purchase the Option Property in accordance with this Section. Buyer's Option shall survive Closing and remain effective from the date of Closing until the date that is three (3) years from the date of Closing (the "Option Period"). The terms and conditions of the Buyer's Option shall be as follows:

(i) The Purchase Price for Option Property shall be Ten and No Dollars (\$10.00).

(ii) The Option Property shall be conveyed under the same terms and conditions, as applicable, as Sections 2, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, and 16 of the Agreement.

(iii) Buyer shall provide Seller with at least thirty (30) days written notice of Buyer's intention to elect Buyer's Option and close on the Option Property.

(iv) During the Option Period, Seller shall not: (a) convey, assign, pledge or encumber the Option Property, (b) materially alter, improve, or store hazardous materials on the Option Property, (c) enter into any agreement for the Option Property that is not cancellable with thirty (30) day notice, or (d) subject or change the Option Property's land use regulation, restriction, condition or stipulation, without Buyer's prior approval.

(v) Buyer may assign the Buyer's Option to the owner or tenant or mortgagee, or an affiliate or subsidiary thereof, of the Property, without Seller's consent.

(vi) The deed for the Option Property will contain a provision requiring the Option Property to pay an annual fee of \$2,000.00 to Seller to be used towards the fees and maintenance associated with common areas of the Apple Tree Acres Corporate Park.

(vii) Buyer may record this Buyer's Option in the public records where the Option Property is located, in a form to be mutually and reasonably agreeable between Buyer and Seller.

6. **Access Easement.** Prior to Closing, Buyer and Seller shall mutually agree on a recordable form of Access and Utility Easement ("Easement") covering the Option Property (the "Easement Areas"). The Easement shall provide for Property's use over and across the Easement Areas to and from Appletree Avenue for pedestrian, vehicular and commercial travel, as well as above and below ground utilities to the Property. The Easement shall be exclusive to Buyer. The Easement will contain customary and usual language, including, but not limited to, obligations of repair, maintenance, liability, insurance, and indemnification. The Easement will be released as to any portion of the Easement Area that may become dedicated and accepted as a public right of way in the future.

7. **Acceptance of Assignment.** Seller consents to the assignment of the Agreement from Oxbo to Buyer.

8. **Common Area Charges/Community Fees.** Section 17 of the Agreement is deleted in its entirety.

9. **Other Provisions Unaffected.** Except as modified hereby, all other provisions of the Original Agreement shall remain in effect, unmodified by this Amendment.

10. **Entire Agreement.** The Original Agreement, as modified by this Amendment, constitutes the entire understanding between Buyer and Seller, and said parties shall not be bound by any agreements, understandings or conditions respecting the subject matter hereof, whether oral or written, other than those expressly set forth and stipulated in the Original Agreement, as modified by this Amendment.

11. **Counterparts; Facsimile.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement. This Amendment may be executed by telephone facsimile, or electronic mail transmission, or by "DocuSign" (or similar electronic signature), and each such counterpart so executed shall have the same force and effect as an original counterpart.

12. **Change of Notice Address.** Notice to Harris Beach PLLC, shall be sent to the Attention of Francis L. Gorman, III, Esq. 99 Garnsey Road, Pittsford, New York 14534, Tel: 585-419-8680, Email: flgorman@harrisbeach.com in place of Michael E. Condon, Esq.

13. **Purchaser's Contingencies.**

a. The last sentence of the 2nd paragraph of section 4(d) of the March 31 Purchase and Sale Agreement shall be deleted.

b. The term "90 Day Extension Period" shall no longer be applicable to the Initial Due Diligence and Contingency Period.

14. **Deed/Title Search/Survey.** The third sentence of section 6 of the March 31 Purchase and Sale Agreement shall be revised to read: "Seller shall be responsible for the redating and continuation of the Searches to and including Closing and the Buyer to pay all costs and expenses therefor."

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Fourth Amendment to be executed the date set forth above.

SELLER:

**GENESSE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY d/b/a GENESSE
COUNTY ECONOMIC DEVELOPMENT
CENTER**

By: _____

Print Name: _____

Title: _____

Date: _____

BUYER:

GE BERGEN OWNER, LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

GCEDC

Audit & Finance Committee Meeting Report

4.3 Consulting assistance on local labor policy reporting and conformity for projects

Loewke Brill Consulting Group, Inc. has been the GCEDC's consultant who assists with the monitoring and reporting of company's compliance with the local labor policy. The Board has determined that companies need to provide the GCEDC with a deposit that will cover the costs of these services. Any amount not utilized will be returned to the company.

The following fee is based on the company's project description and timeline as provided in the application for incentives.

Project: Countryside Apartments

Fund Commitment: \$5290 per phase x 4 phases = \$21,160 total

Committee Action Request: Recommend to the full Board approval of the contract with Loewke Brill contingent upon receipt of the deposit from the project.

4.4 Consulting assistance on local labor policy reporting and conformity for projects

Loewke Brill Consulting Group, Inc. has been the GCEDC's consultant who assists with the monitoring and reporting of company's compliance with the local labor policy. The Board has determined that companies need to provide the GCEDC with a deposit that will cover the costs of these services. Any amount not utilized will be returned to the company.

The following fee is based on the company's project description and timeline as provided in the application for incentives.

Project: Med Tech Landing

Fund Commitment: \$21,960

Committee Action Request: Recommend to the full Board approval of the contract with Loewke Brill contingent upon receipt of the deposit from the project.

4.5 Consulting assistance on local labor policy reporting and conformity for projects

Loewke Brill Consulting Group, Inc. has been the GCEDC's consultant who assists with the monitoring and reporting of company's compliance with the local labor policy. The Board has determined that companies need to provide the GCEDC with a deposit that will cover the costs of these services. Any amount not utilized will be returned to the company.

The following fee is based on the company's project description and timeline as provided in the application for incentives.

Project: Graham

Fund Commitment: \$9,630

Committee Action Request: Recommend to the full Board approval of the contract with Loewke Brill contingent upon receipt of the deposit from the project.

Batavia Home Fund Grant Award

Discussion: The homeowner recently purchased this residence for their own use and is looking to make improvements to the exterior (new siding) which qualifies under Eligible Activities item #6 Grants to support owner occupied single family exterior rehabilitation (maximum award of \$10,000). They are seeking a grant of \$7,400 which is 40% of the total construction cost (maximum percentage allowed under the program) of \$18,500. This grant and homeowner improvement to the residence would improve the blighted look of this residence as compared to the majority of the homes in that area that have been recently renovated.

Fund commitment: \$7,400 from the Batavia Home Fund contingent upon all terms and conditions of the work being completed in accordance with the policy.

Committee action request: The Housing Oversight Committee of the Batavia Home Fund met and approved this application. Seeking Board authorization to release the funds in accordance with the terms and conditions of the Batavia Home Fund.

**Batavia Home Fund
Grant Application**

APPLICATION CHECKLIST

- Copy of Building Permit
- Quotes from licensed contractors
- Proof of Financing
 - a. Bank Statement showing Cash on Hand
 - b. Loan Commitment Letter
 - c. Bridge Loan Commitment Letter
 - d. Lines of Credit
- Copy of Insurance
 - a. Homeowners
 - b. Fire Insurance on Property
- Supporting Construction Documents
 - a. Renderings
 - b. Architectural Drawings
 - c. Product Specifications
- Copy of Deed
- Completed Application
- \$250 Check for Application Fee

All applications and applicable forms should be returned to:

Managers Office
City of Batavia
1 City Centre
Batavia, NY 14020

Batavia Home Fund
Grant Application

APPLICATION

A. Property Owner Information

Name of owner: Amy Kabel

Mailing address: 43 Kingsbury Ave
Batavia, NY 14020

Telephone number: AM: 585-815-5006 PM: same

Fax:

E-mail: aekabel@gmail.com

Corporate Structure -- If Any (attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)
Form of Entity: C Corp S Corp Partnership LLC
 LLP Sole Proprietorship Not for Profit Municipality
 City Home Owner

B. Property Information

1. Address of property: same as above
2. Name of business(es):
3. Number of Commercial Units
4. Number of Residential Units 1
5. Type of Home (Single or Multi) Single
6. Conversion from Multi to Single Yes. No

C. Financial Information

1. Is there a mortgage? yes If yes, are payments current? yes
Who holds the mortgage? Name: Amy Kabel
Address: same as above

**Batavia Home Fund
Grant Application**

2. Are there any liens, other than the above listed mortgage? _____
If yes, describe.
HELOC for improvements
3. Taxes/Insurances
- a. Are all property, district, water and sewer taxes paid to date? Yes No
which taxes are not current? Amount? _____
- b. Do you have fire insurance on the property? Yes No
If yes, is it paid to date? Yes No
- b. Do you have any outstanding loans with the City or Town of Batavia, GCEDC, GGLDC or BDC? Yes No
If yes, are payments current? Yes No
4. Will you need financing to perform these building improvements? Yes No
5. If YES, is financing in place to begin this work? Yes No

D. Provide Scope of Work Detail

1. What improvements do you wish to make to your property/residence? List in order of priority beginning with (1). Attach an additional page if necessary.

1. Remove existing siding, aluminum fascia, gutters and other old aluminum trim. 2. Furnish and Install new vinyl siding, aluminum window and door trim, aluminum fascia, vinyl soffit and all required accessories.

2. Attached any architectural renderings or improvements improvements (a rendering of improvements is required as part of the application submission). Yes No

3. Estimated Costs

- a. Total project cost: 18,500
- b. Construction cost: _____
- c. Soft cost: _____
- d. Grant amount requested: (Cannot exceed 40% of total project cost)
\$7,400

4. Square footage

Batavia Home Fund Grant Application

a. Square footage of total building: see attached estimates

b. Square footage of project: see attached estimates

5. Will you perform this work whether or not you receive grant support? Yes No

6. Do you have a building permit filed with the appropriate municipality? Yes No

7. Attach all supporting documents including renderings, drawings, product specifications and/or contractor quotes if already requested and available.

8. When do you plan to begin 5/15/24 and complete 10/1/24 the construction?

E. Copy of Deed – please provide a copy of the deed for the property.

F. Proof of financing – Project reimbursements are made when the project is complete. The Batavia Home Fund operates fully as a reimbursement grant program and the owner is responsible for paying for all agreed upon repairs. Payment of grant funds will be made only upon satisfactory completion of building projects, certificate of occupancy has been issued, and payment of renovation expenses made to contractors (Please provide receipts).

- | | | |
|--|---|-----------------------------|
| 1. Proof of total project financing provided | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| a. Secured loan commitment | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Secured bridge loan commitment | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Secured Line of credit | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. Financial statements | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

G. Conflict of Interest

1. Are you an official, employee, agent, consultant or member of any board or agency of the City of Batavia, Town of Batavia or the GCEDC, GGLDC?

Yes No

If yes, please describe your position: _____

2. Are you related by blood or marriage to any official, employee, agent, consultant or member of any board or agency of the City of Batavia, Town of Batavia or the GCEDC, GGLDC?

Yes No

If yes, please identify the official(s), agent(s), consultant(s), employee(s) or member(s) and describe your relationship:

3. Do you have any corporate, partnership, landlord-tenant-or other business relationship with any official, agent, consultant, employee or member of any board or agency of the City of Batavia, Town of Batavia or the GCEDC, GGLDC?

Yes No

**Batavia Home Fund
Grant Application**

If yes, identify the official(s), agent(s), consultant(s), employee(s) or member(s) and describe the business relationship:

4. Are you doing business in any of the following ways with any official, agent, consultant, employee, or member of any board or agency of the City of Batavia, Town of Batavia, the GCEDC and GGLDC. (check any that are applicable, if other, please describe):

- Purchaser or Seller of Goods - please describe _____
- Loan or Grant Recipient- please describe _____
- Provision of Services - please describe _____
- Other - please describe _____

Please review the certifications on the following page, which are part of this application, before signing below. Compliance with the certifications and all other Building Improvement Program procedures is required. All owners must sign.

Signature

Printed Name

Date

Amy Kabel Digitally signed by Amy Kabel
Date: 2024.04.21 10:56:54 -04'00'

Signature
Amy Kabel

Printed Name
4/21/24

Date

**Batavia Home Fund
Grant Application**

Certifications

Ownership

Initial AK

I/We hereby certify that I/we own the property to be improved. If any changes in ownership should occur from this date forward, I/we agree to notify the Genesee County Economic Development Center, immediately. Failure to do so may result in denial or termination of the Batavia Home Fund Grant participation.

Regulatory Requirements and Repayment Provisions

Initial AK

All assistance is in the form of a reimbursable grant with a five (5)-year compliance period. Property owners will be required to execute a Declaration document committing to this compliance period. Should the property owner sell the property within the five (5)-year timeframe, they will be responsible for repaying a portion of the grant funding received. Repayments will be retained by the GCEDC. Required repayment of funds will be calculated in accordance with the following schedule:

Months 0-12:	100% repayment due.
Months 13-24:	80% repayment due.
Months 25-36:	60% repayment due.
Months 37-48:	40% repayment due.
Months 49-60:	20% repayment due.
Months 60 and beyond:	0% repayment due

Application Information

Initial AK

To the best of my/our knowledge, all of the application information I/we have provided is true and correct. I/We understand that any willful misstatement of material fact will be grounds for disqualification. The City of Batavia and the GCEDC, are hereby granted permission to verify any of the information in the application in any appropriate manner.

Taxes

Initial AK

I/We understand that all taxes must be paid for the property to be improved and for all other properties in the City of Batavia owned wholly or in part by me/us. I/We understand that no grant agreement will be signed unless all taxes and service charges are current.

For Internal Use Only

Date Application Received:

Application Fee Paid: Y N

Amount:

Date:

Application reviewed and certified by:

Batavia Home Fund Committee Review Date:

Official Grant Approval Date:

GCEDC Board Meeting Date:



















4.6

54

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") was convened in public session at 99 MedTech Drive, Suite 106, Batavia, New York 14020, on July 11, 2024, at 4:00 pm local time.

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

PRESENT:

Peter Zeliff, Chairman
Matthew Gray, Vice Chair
Paul Battaglia
Marianne Clattenburg
Chandy Kemp
Kathleen Manne
Craig Yunker

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Resolution No. ___/2024 - _____

RESOLUTION (i) TAKING OFFICIAL ACTION TOWARD AND APPROVING THE PROCUREMENT OF CONSTRUCTION SERVICES (THE “SERVICES”) RELATING TO THE AGENCY’S STAMP PROJECT, (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSTRUCTION CONTRACT AND RELATED DOCUMENTS WITH RESPECT TO THE SERVICES (THE “CONTRACT”), (iii) AUTHORIZING THE EXPENDITURE OF THE NECESSARY FUNDS OF THE AGENCY WITH RESPECT TO THE SERVICES, AND (iv) AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION THEREWITH.

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

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

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

WHEREAS, the Agency is now considering whether to procure the Services pursuant the Contract in relation to STAMP (the “Project”); and

WHEREAS, in 2010, pursuant to the State Environmental Quality Review Act (“SEQR”), the Agency commenced preparation of a generic environmental impact statement consisting of the Draft Generic Environmental Impact Statement (“DGEIS”) accepted by the

Agency on April 14, 2011, the Final Generic Environmental Impact Statement (“FGEIS”) accepted by the Agency on January 19, 2012, as well as the public comments on the DGEIS received at the May 12, 2011, public hearing and during the public comment period which was conducted from April 21, 2011, through June 23, 2011 (collectively, the DGEIS and the FGEIS are referred to as the “STAMP GEIS”); and

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

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

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

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

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

WHEREAS, the STAMP Findings contemplated the construction of an electrical substation (including a 345kV switchyard) (the “Substation”) as part of STAMP; and

WHEREAS, Plug Power retained O’Connell Electric Company, Inc. (“Contractor”) to perform work on the Substation, but has now abandoned that work; and

WHEREAS, the Substation is a vital component of STAMP; and

WHEREAS, at its June 6, 2024 meeting, the Agency approved the Contactor to perform certain engineering work for the Substation; and

WHEREAS, the next step in the development of the Substation involves certain construction work; and

WHEREAS, the Contractor has submitted a proposal to the Agency to perform the Services dated May 24, 2024; and

WHEREAS, the Agency now desires to make its determination to accept such proposal and proceed with the procurement of the Services from the Contractor pursuant to the Contract (the "Project"), all subject to the terms hereof; and

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

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

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

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

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

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

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

appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency to any such Project Documents and to attest the same.

Section 5. The Agency hereby further authorizes the expenditure of up to \$1,247,400 of funds of the Agency with respect to the Project.

Section 6. The Agency hereby determines that it has complied with its Procurement Policy and Guidelines (the "Policy"). The Agency's Procurement Officer has determined that it is "not in the best interest of the ["Agency"] to procure the Services pursuant to the Competitive Quotation requirements of the Policy. Pursuant to Section 6.3(2)(iii) of the Policy, the Agency hereby determines that it is not in the best interest of the Agency to procure the Services in accordance with the Agency's Competitive Quotation requirements and that procurement of same need not be pursuant to the Competitive Quotation process set forth in the Policy. The Procurement Officer has satisfactorily explained to the Agency the procurement process undertaken in connection with the Contract including:

- the Contractor is already on site performing related work,
- the Contractor is already familiar with the required Services,
- contracting with the Contractor will reduce or eliminate any delays with the construction of the Substation, and
- the Agency has received the opinion letter dated June 13, 2024 to the effect that the costs of the Services proposed by the Contractor are "reasonable" and "align with industry standards".

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

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

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

and deliver all such additional certificates, instruments, agreements and documents, to pay all such fees, charges and expenses, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, convenient or appropriate to effect the purposes of this Resolution and to cause compliance with all of the terms, covenants and provisions of the Project Documents to which the Agency is a party or which are binding on the Agency.

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

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

Section 11. This Resolution shall take effect immediately.

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

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

The Resolution was thereupon duly adopted.

CERTIFICATION

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

I, the undersigned [Asst.] Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on July 11, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ____ day of July, 2024.

Secretary



O'Connell Electric Company, Inc.

Industrial & Commercial Construction · Power Line & Substation · Communications
Transportation · Renewable Energy · Service & Maintenance · Technical Services

July 2, 2024

Genesee County Economic Development Ctr
Mark A. Masse, CPA

Sir,

Per your request, O'Connell Electric proposes the following site activities to progress construction activities at the Stamp 345kV substation site. This is an activity that will get the completed, prefabricated building on site timely. This step will ensure that construction, when restarted, will: 1) provide a starting point for the switchyard cable trench raceways, 2) get the completed control building out of temporary storage in Michigan and 3) provide a completed building ready to accept the relay panels, communication equipment, security, and IT/OT racks.

- Construction of NYPA control building foundation and delivery / assembly of the building. This building is currently complete and pending factory acceptance visit to manufacturer.

The attached table A-1 shows the cost to complete values. These values are lump sum and rely on timely NYPA submission and approval reviews of construction methods and materials prescribed in the pending IFC documents. Invoicing will be monthly upon notice to proceed, terms net 30 days. All field craft labor performed on site will be prevailing wage.

Clarification: The cost stated do not include NYPA site QA oversight - this will be required to progress forward.

If you have any further questions, do not hesitate to contact myself.

Sincerely,

Timothy Ehmann
VP- Substations
585.755.5596
tim.ehmann@oconnellelectric.com

Corporate Headquarters 830 Phillips Road | Victor, NY 14564 | Phone 585.924.2176 | Fax 585.924.4973

Albany 2360 Mazon Road Ext | Schenectady, NY 12308 | Phone 518.346.0077 | Fax 518.346.0728 **Rochester** 390 Systems Road | Rochester, NY 14623 | Phone 585.424.3472 | Fax 585.424.3486

Buffalo 9298 Ransom Road | Lancaster, NY 14086 | Phone 716.675.9011 | Fax 716.686.0586 **Syracuse** 301 Stoutenger Street | East Syracuse, NY 13057 | Phone 315.437.1453 | Fax 315.437.7431

www.oconnellelectric.com

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Attachment A-1

Stamp - NYPA Control Bldg

Site Remobilization	\$	80,000.00	
NYPA Control House foundation	\$	324,000.00	
NYPA Control Bldg storage, dely & assy	\$	286,000.00	
Site Mgmt - 4 mo	\$	400,000.00	
Site Supt.			
3rd Party QA/QC			
Trailers / Office / Storage			
Site Truck, Forklift, Sanitary			
Equipment Warranty Inspections			
Project Mgmt- 4 Mo	\$	44,000.00	
OCE M/U	\$	113,400.00	
Total			\$ 1,247,400.00



June 13, 2024

Mr. Mark Masse, CPA
Senior Vice President of Operations
GCEDC
99 MedTech Drive, Suite 106
Batavia, New York 14020

**RE: STAMP 345KV SUBSTATION
O'CONNELL ELECTRIC COMPANY
COST ESTIMATE REVIEW**

Dear Mark:

CPL has reviewed the cost estimate and information provided by O'Connell Electric Company to the GCEDC on May 24, 2024, to progress the 345kv substation construction and to construct a new NYPA control building. The cost estimate includes engineering, control building fit out and requirements, civil/site engineering and construction, frost walls, concrete foundations and construction oversight.

Based on the limited information and details provided, CPL concurs that the values stated within the cost estimate seem reasonable and that the costs align with industry standards.

Should you have any questions or require further clarification regarding this letter, please do not hesitate to contact me at (585) 402-7506 or akosa@cplteam.com.

Very truly yours,

CPL

Andrew R. Kosa, P.E.
Engineering Associate Principal

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") was convened in public session at 99 MedTech Drive, Suite 106, Batavia, New York 14020, on July 11, 2024, at 4:00 pm local time.

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

PRESENT:

Peter Zeliff, Chairman
Matthew Gray, Vice Chair
Paul Battaglia
Marianne Clattenburg
Chandy Kemp
Kathleen Manne
Craig Yunker

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Resolution No. ___/2024 - _____

RESOLUTION (i) TAKING OFFICIAL ACTION TOWARD AND APPROVING THE PROCUREMENT OF CONSTRUCTION SERVICES (THE "SERVICES") RELATING TO THE AGENCY'S STAMP PROJECT, (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSTRUCTION CONTRACT AND RELATED DOCUMENTS WITH RESPECT TO THE SERVICES (THE "CONTRACT"), (iii) AUTHORIZING THE EXPENDITURE OF THE NECESSARY FUNDS OF THE AGENCY WITH RESPECT TO THE SERVICES, AND (iv) AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION THEREWITH.

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

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

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

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

WHEREAS, in 2010, pursuant to the State Environmental Quality Review Act ("SEQR"), the Agency commenced preparation of a generic environmental impact statement consisting of the Draft Generic Environmental Impact Statement ("DGEIS") accepted by the

Agency on April 14, 2011, the Final Generic Environmental Impact Statement (“FGEIS”) accepted by the Agency on January 19, 2012, as well as the public comments on the DGEIS received at the May 12, 2011, public hearing and during the public comment period which was conducted from April 21, 2011, through June 23, 2011 (collectively, the DGEIS and the FGEIS are referred to as the “STAMP GEIS”); and

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

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

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

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

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

WHEREAS, the STAMP Findings contemplated the construction of an electrical substation (including a 115kV Station) (the “Substation”) as part of STAMP; and

WHEREAS, Plug Power retained O’Connell Electric Company, Inc. (“Contractor”) to perform work on the Substation, but has now abandoned that work; and

WHEREAS, the Substation is a vital component of STAMP; and

WHEREAS, at its June 6, 2024 meeting, the Agency approved the Contactor to perform certain engineering work for the Substation; and

WHEREAS, the next step in the development of the Substation involves certain construction work; and

WHEREAS, the Contractor has submitted a proposal to the Agency to perform the Services dated June 28, 2024; and

WHEREAS, the Agency now desires to make its determination to accept such proposal and proceed with the procurement of the Services from the Contractor pursuant to the Contract (the "Project"), all subject to the terms hereof; and

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

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

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

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

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

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

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

appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency to any such Project Documents and to attest the same.

Section 5. The Agency hereby further authorizes the expenditure of up to \$1,598,810 of funds of the Agency with respect to the Project.

Section 6. The Agency hereby determines that it has complied with its Procurement Policy and Guidelines (the “Policy”). The Agency’s Procurement Officer has determined that it is “not in the best interest of the [“Agency”] to procure the Services pursuant to the Competitive Quotation requirements of the Policy. Pursuant to Section 6.3(2)(iii) of the Policy, the Agency hereby determines that it is not in the best interest of the Agency to procure the Services in accordance with the Agency’s Competitive Quotation requirements and that procurement of same need not be pursuant to the Competitive Quotation process set forth in the Policy. The Procurement Officer has satisfactorily explained to the Agency in Executive Session the procurement process undertaken in connection with the Contract including:

- the Contractor is already on site performing related work,
- the Contractor is already familiar with the required Services,
- contracting with the Contractor will reduce or eliminate any delays with the construction of the Substation,
- National Grid has written a letter to the Agency dated July 1, 2024 encouraging the continued use of the Contractor by the Agency, and
- certain confidential pricing information.

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

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

Section 8. The officers, employees and agents of the Agency are hereby authorized and directed, acting individually or jointly, for and in the name and on behalf of the Agency to do all

acts and things required or provided for by the provisions of the Project Documents, to execute and deliver all such additional certificates, instruments, agreements and documents, to pay all such fees, charges and expenses, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, convenient or appropriate to effect the purposes of this Resolution and to cause compliance with all of the terms, covenants and provisions of the Project Documents to which the Agency is a party or which are binding on the Agency.

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

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

Section 11. This Resolution shall take effect immediately.

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

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

The Resolution was thereupon duly adopted.

CERTIFICATION

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

I, the undersigned [Asst.] Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on July 11, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this _____ day of July, 2024.

Secretary



O'Connell Electric Company, Inc.

Industrial & Commercial Construction · Power Line & Substation · Vegetation Management
Communications · Transportation · Renewable Energy · Service & Maintenance · Technical Services

July 3, 2024

Genesee County Economic Development Center
99 MedTech Drive
Batavia, NY 14020
Attn: Mark Masse

Re: STAMP Edwards Vacuum Bay Addition

Dear Mark,

We are pleased to provide you with our proposal for the electrical work associated with the above referenced project.

Project Scope: Engineering services, procurement and construction to add (1) 115kV Breaker, 115kv Line position LN502, and associated equipment as described below to the National Grid (NG) STAMP Substation.

List of Figures:

Figure 1	Preliminary Single Line Diagram
Figure 2	Preliminary Electrical Plan
Figure 3	Preliminary Physical Arrangement Section View
Figure 4	Preliminary Control Building Layout
Figure 5	Preliminary Relay List
Figure 6	Preliminary C&I Material List
Figure 7	Preliminary Drawing List

[Figures are located at the end of this proposal document.]

Electrical Scope:

- One (1) new 115kV, 3000A, 40kA Circuit Breaker.
- One (1) new 115kV, 3000A Disconnect Switch.
- One (1) new 600/1000:1 ratio CCVT.
- Three (3) 76kV MCOV Surge Arrester.
- Electrical rigid bus and strain bus, insulators, connectors, and associated electrical appurtenances.

Conduit & Cable Scope:

- Six (6) 3" conduits from 115kV breaker to its associated trench.
- Two (2) 3" conduits from 115kV CCVT to its associated trench.
- Two (2) 4" conduits from LN502 Tower to its associated trench for OPGW communication.
- One (1) 4" conduit from (1) mounted outdoor light to nearby trench.

Grounding Scope:

- 19#9 Copperweld grounding risers as required for new 115kV breaker.
- 19#9 Copperweld grounding risers as required for new 115kV CCVT.
- 19#9 Copperweld grounding risers as required for new bus support structures.
- 19#9 Copperweld grounding risers as required for new A-frame structures.

Corporate Headquarters 830 Phillips Road | Victor, NY 14564 | P 585.924.2176 | F 585.924.4973

Albany 2360 Maxon Road Ext | Schenectady, NY 12308 | P 518.346.0077 | F 518.346.0728 **Rochester** 390 Systems Road | Rochester, NY 14623 | P 585.424.3472 | F 585.424.3486
Buffalo 20 Lancaster Parkway | Lancaster, NY 14086 | P 716.675.9010 | F 716.686.0586 **Rochester** 400 Systems Road | Rochester, NY 14623 | P 585.869.4630 | F 585.272.0107
Syracuse Hancock Airpark 7001 Performance Drive | North Syracuse, NY 13212 | P 315.437.1453 | F 315.437.7431

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Relay and Control Panel Scope:

- Three (3) new control/relay panels:
 - See Figure 5 for Preliminary Relay List.
 - See Figure 6 for Preliminary C&I Material List.

Telecom Scope:

- Provide OPGW Fiber connection within fence of NYPA-NGRID 345/115kV Substation for LN502 communication between STAMP NG and Edwards Industrial substation. OPGW design and communication protocol by others. Telecom scope between NYPA and NGRID yards by others.
- Provide and Install (2) 12 strand LSZH fiber cable from the control house to the take off structure using divers routing in trench A and trench B
- Fiber cable cut sheet, <https://ecatalog.corning.com/optical-communications/US/en/Fiber-Optic-Cables/Indoor-Outdoor/Indoor-Outdoor-LSZH-Cables/LSZH%E2%84%A2-Loose-Tube%2C-Gel-Free%2C-Single-Jacket-Cable/p/012EUZ-T4101D20> **5-7 week lead time on the fiber cable**
- Provide and Install 1.25" corrugated innerduct for each fiber cable in the trench
- Provide and install the required patch panel and termination hardware for use in the control house
- Splice onto the overhead OPGW cable at the takeoff structure
- All cables, faceplates and patch panels will be labeled in accordance with the EIA/TIA 606-B Labeling Standard unless otherwise directed.
- All installed cables will be tested with Fluke DSX 8000.
- A pdf file with all test results will be provided.
-

Civil/Structural Scope:

- One (1) 115kV 1PH CCVT Support Foundation.
- One (1) 115kV Circuit Breaker Foundation.
- Six (6) A-Frame Take-off Foundations w/ Disconnect Switch Support.
- Four (4) 3PH High Bus Support Foundations.
- One (1) 115kV 1PH CCVT Support Structure.
- One (1) 115kV Circuit Breaker Platform.
- One (1) A-Frame Dead-end Two-Bay Structure w/ Disconnect Switch Support.
- Two (2) 3PH High Bus Support Structures.
- Two (2) Holophane Flood Light Fixtures mounted to the new A Frame Structure.

Testing and Commissioning Scope:

- GROUND GRID TESTING
- 115KV AIR SWITCH
 - Acceptance testing
- 115KV SF6 -POWER CIRCUIT BREAKER
 - Acceptance testing
 - Functional Testing
- 115KV CAPACITIVE COUPLING VOLTAGE TRANSFORMERS
 - Acceptance testing
 - Functional Testing
- 115KV BUS & CABLE
 - Acceptance testing
- 76KV SURGE ARRESTORS
 - Acceptance testing
- CTs, CURRENT TRANSFORMER (Qty- 6)
 - Acceptance testing
 - Secondary Current Injection
- POINT TO POINT WIRE VERIFICATION OF:
 - RELAY & CONTROL PANELS (Qty-3)
 - INTERCONNECTS (Qty-2)
 - CONTROL HOUSE TO YARD EQUIPMENT (Qty-2)

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- RELAYS
 - SEL-411L
 - program relay settings package
 - element & logic verification
 - functional testing
 - GE-L90
 - program relay settings package
 - element & logic verification
 - functional testing
 - SEL-351
 - program relay settings package
 - element & logic verification
 - functional testing

List of Deliverables:

Item No.	TITLE	30% CLIENT REVIEW*	60% CLIENT REVIEW*	90% CLIENT REVIEW*	ISSUED FOR CONSTRUCTION*	AS-BUILTS*
Above Grade and Below Grade Physical Design - Drawings						
1	Substation Physical Bill of Material		X	X	X	X
2	Station General Arrangement	X	X	X	X	X
3	Substation Section Views & Construction Details		X	X	X	X
4	Conduit Plan & Schedule	X	X	X	X	X
5	Conduit Details		X	X	X	X
6	Grounding Layout Design	X	X	X	X	X
7	Grounding Details		X	X	X	X
8	Illumination Plan		X	X	X	X

Above Grade and Below Grade Physical Design - Calculations & Studies						
9	Station Illumination Study		X	X	X	X
10	Lightning and Shielding Design and Calculations	X	X	X	X	X
11	Rigid Bus Calculation	X	X	X	X	X
Civil/Structural - Drawings						
12	Foundation Plan	X	X	X	X	X
13	Foundation Details		X	X	X	X
14	Tapered Steel Details	X	X	X	X	X
15	Substation Structural Drawings		X	X	X	X
16	Substation Structural BOM		X	X	X	X
Civil/Structural - Calculations & Studies						
17	Foundation Calculations		X	X	X	X
18	Structural Steel Engineering & Design Calculations		X	X	X	X
19	Tapered Steel Support Calculations	X	X	X	X	X
Electrical/P&C/Communications						
20	Single Line Diagrams	X	X	X	X	X
21	Control/Relay Panel Front Views	X	X	X	X	X
22	AC Schematics		X	X	X	X
23	DC Schematics		X	X	X	X
24	Network Connection Diagrams		X	X	X	X
25	AC & DC Panelboards		X	X	X	X
26	Yard Equipment Wiring Diagrams			X	X	X
27	Control/Relay Panel Wiring Diagrams			X	X	X
28	P&C Material List		X	X	X	X
Electrical/P&C - Calculations & Studies						
29	Yard Wiring Cable Estimate		X	X	X	X

* One submission per Client Review Package. Additional submissions will incur additional cost.

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Assumptions & Clarifications:

- OCE has used the current STAMP National Grid IFC drawings as a basis for the proposal & scoping. If LN502 design begins before completion of STAMP As-builts, then any drawing updates due to field-marked prints or As-builts will have additional charges.
- Our Electrical scope will end at face of steel on the substation dead-end within the National Grid Fence. Design and specification of 115kV distribution line by others.
- OCE assumes power quality meter will be needed for LN502 - Edwards, like LN508 - Plug Power.
- OCE assumes the use of pre-assigned R5020/LN502 space/point allocations for control/relay panel locations and EMS point assignments.
- OCE assumes OPGW Fiber will be used for LN502. Design and specification by others.
- AC Station Service load, DC load and voltage drop calculations performed during the initial STAMP project have accounted for a full station build, or a worst-case scenario. Therefore, OCE assumes these calculations will not need to be performed again.
- OCE assumes no updates or modifications to Capacitor bank calculations, studies, or design.
- Relay settings and SCADA/RTU configuration by others.
- Estimate assumes all work can be performed "in the clear" without an outage. If outage(s) are required and additional revisions to designs become necessary, then additional charges will occur.
- Vendor drawings for IPO breakers, instrument transformers & disconnect switches have been provided for the NG STAMP, however, LN502 - Edwards Bay addition will be forthcoming. OCE will use LN508/R5080 bay equipment as a go-by until official vendor drawings are received.
- OCE assumes A-frame dead-end design from the STAMP project may be used as a go-by, however it cannot be reused with verification due to the Edwards Bay dead-end being a two-bay structure. The STAMP project utilized single-bay structures.
- OCE assumes incoming 115kv distribution line information (i.e. design criteria, such as, but not limited to, wire type, design span, design tension, design angles, etc.) will be provided by others.
- OCE assumes previous geotechnical information gathered during the STAMP project will be sufficient for the foundation design for the Edwards Bay addition.
- OCE will coordinate and design using LN508/R5080 bay equipment as a go-by. If final vendor information differs, additional hours may be needed to update plans, elevations, and details.
- Site Development work is not anticipated or included with this proposal.
- Price includes internal panel wiring (SIS) for relay panels.
- Soil/spoils to be considered uncontaminated, contaminated soil/spoil handling to be an additional charge
- We have included the cost to excavate, sand encase, and backfill with existing material.
- We have assumed the 115KV Breaker will be supplied by National Grid.
- Insurance, Bonds, Inspection fees, Permit fees, Special insurances have not been included
- As built drawing, test reports have been included
- Pre-Job safety audit to discuss task hazard analysis.
- All DE-Energized work to be performed during Regular Time; Monday-Friday, 7AM-3:30PM
- Mobilization, demobilization, and reporting time are included in the proposal.
- Switching and grounding to perform our work safely.
- Proposal based on NETA Maintenance Testing Specifications. (MTS).
- All field craft labor performed on site will be prevailing wage.

Our proposal is based on a completion of this work Spring 2025:

We propose to furnish material and labor in accordance with the proposal amount of: **\$1,598,810.00**.

PAYMENT TO BE MADE AS FOLLOWS: monthly, billing for work in progress and material stored.

TERMS: **Net 30 Days**

1. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation and Liability Insurance.
2. Subject to Mutually acceptable terms and conditions. A fully executed copy of this proposal shall be returned prior to commencement of work.
3. Our proposal is based on all work performed on straight time unless otherwise noted.
4. Please keep in mind that due to the volatile price of copper, steel, aluminum and PVC in today's marketplace, these option prices are based on the best and current pricing for these materials. The contract price for this project may be adjusted higher or lower upon execution of the contract based on the differential in the market price, and it's effect on the materials estimated for these option prices.
5. **ACCEPTANCE OF PROPOSAL** - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Price valid for 30days.

Signature *Thomas Sweeney*

Date June 14, 2024

We are pleased to have the opportunity to provide you with this quote should you have any questions please do not hesitate to contact me at 585-370-5459 or e-mail at Thomas.sweeney@oconnellelectric.com.

Sincerely,

O'CONNELL ELECTRIC

Tom Sweeney
Project Manager

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July 1, 2024

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

RE: O’Connell – 345/115 kV Station Contractor Letter

Dear Mr. Masse;

National Grid has been involved with the development of the STAMP 345/115 kV Station, since the beginning, in 2021. Plug Power selected O’Connell Electric as the electrical contractor to project manage and construct the substation for the STAMP site. As a result, National Grid has been working with O’Connell since 2021, on the 115kv portion of the substation design and construction. National Grid has approved the scope of work per the Utility’s Electrical Specifications. There has been significant project milestones completion to date including ground grid, structure foundations, structures, 115 kV control house and (2) each 600 MVA transformers.

O’Connell Electric Company has a valued reputation since it was established, over 100 years ago. They are ranked the 30th largest electrical contractor in the United States. O’Connell is a diversified electric contractor with high power construction experience in power generation, substations, and transmission/distribution facilities. As a local contractor, headquartered in Victor, New York, O’Connell services clients from New England to the southeast states.

National Grid has worked on numerous transmission and distribution projects alongside O’Connell within the service territory. Most recently, O’Connell was secured by National Grid to construct/upgrade the Utility’s 115 kV Gardenville Station, in Western NY. The \$100 Mill.+ project was completed and released to National Grid in 2018.

We encourage the continued contracting of O’Connell due to their familiarity of the utility processes and specifications which can mitigate any construction delays of the STAMP Substation. Our project team is looking forward towards continuing our 3 year+ synergy focused on the common goal of an operational 345/115 kV Station within a mutually agreed upon timeline for all parties.

Feel free to contact me with any questions or comments.

Sincerely,

Paul Gister

Paul Gister
Manager of Customer and Community Engagement

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Mark Masse

From: Amamihe Onwuachumba <Amam@rlc-eng.com> on behalf of Amamihe Onwuachumba
Sent: Tuesday, July 2, 2024 2:44 PM
To: Mark Masse
Subject: RE: Edwards Vacuum Scope Letter 20240614.pdf

Nick, my colleague who reviewed it had these comments: "O'Connell's quote seems reasonable. They are a reputable contractor for this work." He did a quick high level check of the quote estimate and came up with a similar number.

Based on this, it seems the proposal is reasonable.

From: Mark Masse <mmasse@gcedc.com>
Sent: Tuesday, July 2, 2024 2:13 PM
To: Amamihe Onwuachumba <Amam@rlc-eng.com>
Subject: RE: Edwards Vacuum Scope Letter 20240614.pdf

Thank you! I appreciate it!

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
Web site: gcedc.com

From: Amamihe Onwuachumba <Amam@rlc-eng.com>
Sent: Tuesday, July 2, 2024 2:11 PM
To: Mark Masse <mmasse@gcedc.com>
Subject: RE: Edwards Vacuum Scope Letter 20240614.pdf

Hi Mark,

I've asked a colleague who is more versed in the EPC world to take a look. The cost estimate looks very reasonable. I will let you know when my colleague has got a chance to review the documents.

Best regards,

Marshalling Yard Agreement for National Grid

Discussion: As part of their Line 112 rebuild project, as well as the Edwards transmission line construction, National Grid would like to utilize the previously constructed marshalling yard at the STAMP site for mobilization area and storage area for materials and supplies.

Fund Commitment: None.

Committee Action Request: Recommend approval of access agreement to receive payment of \$1,500 per month.

TEMPORARY USE AGREEMENT

This TEMPORARY USE AGREEMENT (“Agreement”), made this ___ day of _____, 2024, is by and between GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER with an office at 99 MedTech Drive, suite 106, Batavia, NY 14020 (hereinafter “Owner”), and NIAGARA MOHAWK POWER CORPORATION, a corporation of the State of New York, with a place of business at 144 Kensington Avenue in the City of Buffalo, County of Erie, and State of New York (hereinafter “User”).

BACKGROUND:

WHEREAS, Owner has a certain parcel of land located on Crosby Road in the Town of Alabama, County of Genesee, State of New York, created by a Deed recorded in the Genesee County Clerk’s Office on March 20, 2014 at Book 904, Page 578. Said parcel is also known as SBL No. 10-1-42 (hereinafter “Owner’s Property”); and

WHEREAS, User desires the right to temporarily possess and use a portion of Owner’s Property as a storage yard for storing equipment and materials in the area shown on Exhibit A (the “Premises”); and

WHEREAS, Owner desires to grant such temporary use of the Premises and User desires to accept such grant of the Premises subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the parties hereto agree as follows:

1. The term of this Agreement shall be a for a period of (12) months, commencing on August 1st, 2024, and expiring on July 31st, 2025 (the “Initial Term”). Tenant shall have the option to extend the Initial term for an additional (12) months (“Renewal Term”) by providing written notice of its election to extend the Initial Term prior to the expiration of the Initial Term.
2. Tenant shall pay to Landlord rent in the amount of **ONE THOUSAND FIVE HUNDRED (\$1,500) DOLLARS** per month, to be paid monthly during the agreement Term (“Base Rent”). Each monthly installment of Base Rent shall be paid in advance on or before the first day of each calendar month of the Term at Landlord’s address set forth above.
3. During the Term of this Agreement, User shall have the exclusive right to use and possess the Premises for the temporary storage of equipment and materials, together with a non-exclusive right of ingress and egress over, across and upon the Owner’s Property. User may make improvements in said Premises to accommodate the stated activities.
4. The User shall, at the end of the Term, remove its materials and equipment and restore the Premises to substantially the condition it was in when same was delivered to User at the commencement of the Term.

5. The Owner hereby represents and warrants to User that (i) the Owner's Property (including the Premises) are owned in fee simple and that the Owner has good right to grant and convey the above-described rights to User, (ii) Owner will assist User in securing any governmental/agency approvals which may be required to support the use proposed by this Agreement, and (iii) User shall and may peaceably and quietly have, hold and enjoy the temporary rights granted hereunder during the Term without any manner of hindrance or molestation from the Owner.

IN WITNESS WHEREOF, the parties have executed this Temporary Use Agreement the day and year first above written.

LANDLORD:

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

By: _____
Name: _____
Title: _____

TENANT:

NIAGARA MOHAWK POWER CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT A

Genesee County Industrial Development Agency
d/b/a Genesee County Economic Development Center
Parcel 10-1-42
Town of Alabama
County of Genesee
State of New York

