

**Genesee County Economic Development Center
Meeting Agenda**

Thursday, October 3, 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	4:30pm
	2.0	Chairperson's Report & Activities	4:30pm
	2.1	Upcoming Meetings: Next Scheduled Board Meeting: Thursday, October 31st at 3 p.m. Audit & Finance Committee Meeting: Tuesday, October 29 th at 8:30 a.m. STAMP Committee Meeting: Wednesday, October 30 th at 8 a.m. Employment and Compensation Committee Meeting: Thursday, October 31 st at 2 p.m.	
	2.2	Agenda Additions / Deletions / Other Business **Vote	
	2.3	Minutes: September 5, 2024 **Vote	
2-11	3.0	Report of Management –	4:35pm
	3.1	Rochester Davis Fetch – Final Resolution a. UTEP **Vote – M. Masse b. Final Resolution **Vote – M. Masse	
12-19		3.2 Batavia Solar Assignment Authorizing Resolution **Vote – M. Masse	
20-21		3.3 Hecate Energy Cider Solar Authorizing Resolution **Vote – M. Masse	
22-34		3.4 GLOW with Your Hands – J. Krencik	
35-37	4.0	Audit & Finance Committee – K. Manne	4:45pm
38-41		4.1 Nothing at this time.	
	5.0	Governance & Nominating Committee – C. Yunker	4:45pm
		5.1 Nothing at this time.	
	6.0	STAMP Committee – P. Zelif	4:45pm
42-50		6.1 Access Agreement for Project Hydroscale **Vote	
51-91		6.2 SEQR Lead Agency Resolution **Vote	
92-103		6.3 Drainage Easement Agreement for Edwards Vacuum **Vote	
	7.0	Employment & Compensation Committee – M. Gray	5:00pm
		7.1 Nothing at this time.	
	8.0	Housing Committee – P. Battaglia	5:00pm
		8.1 Nothing at this time.	
	9.0	Other Business	5:00pm
		9.1 Nothing at this time.	
	10.0	Adjournment	5:00pm



**GCEDC Board Meeting
Thursday, September 5, 2024
Location: 99 MedTech Drive, Innovation Room
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: K. Manne, P. Battaglia, C. Yunker, P. Zeliff, M. Clattenburg, M. Gray
Staff: M. Masse, L. Farrell, E. Finch, P. Kennett, L. Casey, J. Krencik
Guests: M. Brooks (GGLDC Board Member), G. Torrey (GGLDC Board Member), J. Tretter (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), R. Gaenzle (Harris Beach), T. Halter (CFO Rochester Davis Fetch), F. Kittlinger (CEO Rochester Davis Fetch), B. Quinn (The Daily News)
Absent: C. Kemp

1.0 Call to Order

P. Zeliff called the meeting to order at 4:00 p.m. in the Innovation Zone.

Presentation: Thomas Halter, CFO, and Frank Kittlinger, CEO of Rochester Davis Fetch Corp. attended the meeting to discuss their project in Leroy.

9 Lent Avenue, LLC (Rochester Davis Fetch Corp.) is proposing to expand its operations with the purchase and renovation of an existing facility at 9 Lent Avenue in the village of LeRoy. Renovations and improvements include cleaning up the outside of the property with shrubbery and trees, cleaning up the parking lot, demolition and redesign of office space, and installation of a new roof on the 32,500 sq. ft. building. Multiple construction divisions will operate at this facility.

F. Kittlinger stated that at 9 Lent Ave the company is prefabbing walls in a controlled environment, which are shipped out to job sites so that less manpower is required on the job. Additionally, jobs with limited lay down areas will benefit as the materials do not have to be stored at the job site. They are also looking into starting a glazing division, which would include a CNC set up. This is very new and hasn't been completely planned but remains a possibility.

The project proposes creating 4 new full-time equivalent (FTE) positions.

F. Kittlinger stated that they looked at quite a few buildings in the City of Rochester. Rochester Davis Fetch bids jobs from Lake Ontario down to the Pennsylvania border to Buffalo to Syracuse. Leroy is situated in the middle, which is perfect to go either to Rochester or Buffalo. LeRoy is also a safe community, which was also looked upon favorably when considering locations for this expansion project.

M. Clattenburg joined that meeting at 4:10 p.m.

T. Halter, F. Kittlinger, and B. Quinn left the meeting at 4:10 p.m.

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 4:10 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 K. Manne and approved by all members present.

1.2 Enter Public Session

P. Battaglia made a motion to enter back into public session at 4:31 p.m., seconded by M. Clattenburg and approved by all members present.

G. Torrey entered the meeting at 4:32 p.m.

2.0 Chairman’s Report & Activities

2.1 Upcoming Meetings:

- Next Scheduled Board Meeting: Thursday, October 3rd at 4:00 p.m.**
- Audit & Finance Committee Meeting: Tuesday, October 1st at 8:30 a.m.
- STAMP Committee Meeting: Wednesday, October 2nd at 8:00 a.m.
- Strategic Planning Session: Monday, September 23rd at 8:30 a.m.

2.2 Agenda Additions / Deletions / Other Business –

C. Yunker made a motion to add Authorizing Resolution (Assignment and Amendment of Purchase and Sale Agreement from Oxbo to GE Bergen Owner, LLC) as part of agenda item 3.1; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was added to the agenda.

2.3 Minutes: August 1, 2024 –

C. Yunker made a motion to accept the August 1, 2024, minutes as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

3.0 Report of Management

3.1 GE Bergen, LLC Update and Authorizing Resolution – M. Masse stated that the Board approved the amendment to the PSA for GE Bergen LLC at the July 11th meeting; however, a resolution was not included at that time. M. Masse stated that the resolution should be seen and approved by the board. It was distributed at the Board meeting for review and approval.

Additionally, it was agreed that the GCEDC would term out their origination fee over four years when Oxbo was the applicant. During the transition from Oxbo to GE Bergen’s application, the term was not identified by the new applicant, thus staff proceeded to process the application without the term for the origination fee. GE Bergen received communication from Oxbo that this term was agreed upon, and though it was already in motion, did not suggest the application fee be termed over four years. Thus, a communication breakdown between all parties.

Action Request: Recommend Board approval of a four-year term as presented below for GCEDC’s origination fee for GE Bergen.

Initial Payment Year 0: \$145,000 plus legal

Year 1: \$100,000

Year 2: \$100,000

Year 3: \$100,000

Year 4: \$100,000

C. Yunker made a motion to approve a four-year term for GE Bergen’s origination fee due to the GCEDC as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

Resolution No. 09/2024 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING (i) THE ASSIGNMENT OF THAT CERTAIN PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE AGENCY AND OXBO INTERNATIONAL CORPORATION TO GE BERGEN OWNER, LLC ("GE BERGEN"), (ii) A CHANGE IN THE PURCHASE PRICE FOR THE SUBJECT REAL PROPERTY, (iii) THE GRANTING OF AN OPTION (THE "OPTION") TO GE BERGEN ON CERTAIN ADJOINING LANDS (THE "OPTION PROPERTY") AND (iii) THE EXECUTION OF AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT ASSIGNING THE PURCHASE AND SALE AGREEMENT TO GE BERGEN, REDUCING THE

PURCHASE PRICE, GRANTING OF THE OPTION ON THE OPTION PROPERTY, ANY NECESSARY EASEMENT AGREEMENTS AND RELATED DOCUMENTS IN CONNECTION THEREWITH.

P. Battaglia made a motion to accept Authorizing Resolution #09/2024-01, authorizing the assignment and amendment of the Purchase & Sale Agreement with GE Bergen, LLC as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

3.2 FFP Leroy Project 1 – Final Resolution - FFP NY Leroy Project1 is proposing to construct a solar farm project on 8518 Lake St Rd in the Town of Leroy, NY. The project proposes to utilize ground-mounted solar panels to generate 5 megawatts of AC power (MWAC).

A PILOT on these improvements will contribute \$4,000/MWAC + a 2% annual escalator in payments to Town of Leroy, Genesee County and Leroy School District for a total of \$345,868 over 15 years. This new revenue is significantly greater than the current agricultural-vacant land value of the project site.

FFP NY Leroy Project1 will also generate \$2000/MWAC + a 2% escalator in host benefit agreement payments to the Town of Leroy. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

A public hearing was held on August 21, 2024. There was no public comment.

3.2a UTEP - See the Statement of Compliance of Project Criteria listed in the Uniform Tax Exemption Policy (UTEP) attached to the minutes for additional Project details and Board approvals. The Board concurred with the UTEP, excluding Criteria #5. This project is not included in one of the Agency's strategic industries.

3.2b Final Resolution –

Resolution No. 09/2024 - 02

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON AUGUST 21, 2024, WITH RESPECT TO THE FFP NY LEROY PROJECT1, LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO; (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECT AND (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT AND (vi) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM THE COMPANY IN CONNECTION WITH THE PROJECT.

C. Yunker made a motion to accept Final Resolution #9/2024-02, authorizing the incentives as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

3.3 FFP Leroy Project 2 – Final Resolution - FFP NY Leroy Project2 is proposing to construct a solar farm project on 8600 Lake St Rd in the Town of Leroy, NY. The project proposes to utilize ground-mounted solar panels to generate 2 megawatts of AC power (MWAC).

A PILOT on these improvements will contribute \$4,000/MWAC + a 2% annual escalator in payments to Town of Leroy, Genesee County and Leroy School District for a total of \$138,347 over 15 years. This new revenue is significantly greater than the current agricultural-vacant land value of the project site.

FFP NY Leroy Project2 will also generate \$2000/MWAC + a 2% escalator in host benefit agreement payments to the Town of Leroy. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

A public hearing was held on August 21, 2024. There was no public comment.

3.3a UTEP - See the Statement of Compliance of Project Criteria listed in the Uniform Tax Exemption Policy (UTEP) attached to the minutes for additional Project details and Board approvals. The Board concurred with the UTEP, excluding Criteria #5. This project is not included in one of the Agency's strategic industries.

3.3b Final Resolution –

Resolution No. 09/2024 - 03

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON AUGUST 21, 2024, WITH RESPECT TO THE FFP NY LEROY PROJECT2, LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECT AND (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT AND (vi) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM THE COMPANY IN CONNECTION WITH THE PROJECT.

C. Yunker made a motion to accept Final Resolution #9/2024-03, authorizing the incentives as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

3.4 GSPP Route 262, LLC – Assignment Resolution - In accordance with the terms and conditions of the PILOT agreement, the company cannot transfer the PILOT without the approval of the Board of Directors of the GCEDC. The Original Company Parent assigned 100% of its membership interest in the Company to the Purchaser. Therefore, no fee is triggered.

The Board requested that the Governance Committee review and consider if the pricing policy fee should be amended to include an administrative fee for projects that request assignment authorizations.

Resolution No. 09/2024 - 04

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE “AGENCY”) (i) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM GSPP ROUTE 262, LLC (THE “COMPANY”) IN CONNECTION WITH A CERTAIN PROJECT TO BE UNDERTAKEN BY THE AGNECY AND THE COMPANY; AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS WITH RESPECT TO SAME.

P. Battaglia made a motion to approve Assignment Resolution #09/2024-04 authorizing the assignment of GSPP Route 262, LLC to GSPP EC Fund V, LLC as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

3.5 Rochester Davis Fetch Corp – Initial Resolution – 9 Lent Avenue, LLC (Rochester Davis Fetch Corp.) is proposing to expand its operations with the purchase and renovation of an existing facility at 9 Lent Avenue in the village of LeRoy.

The \$3.8 million project will include installation of a new roof on the 32,500 sq. ft. building and renovation to the interior of the building. Rochester Davis Fetch Crop. will operate multiple construction divisions at the facility.

The project proposes creating 4 new full-time equivalent (FTE) positions.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$77,600 and a property tax abatement estimated at \$267,725 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Resolution No. 09/2024 - 05

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

M. Gray made a motion to accept Initial Resolution #09/2024-05, authorizing the acceptance of the project application and scheduling of a public hearing as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

4.0 Audit & Finance Committee

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

- On the balance sheet accounts receivable decreased. We received the quarterly payment from the GGLDC for the MedTech Centre Property Management Fee and Economic Development Support Grant.
- Interest receivable increased. We are recording interest receivable for those CDs that give interest at the maturity of the three-month CD as opposed to monthly.
- On the income statement, we received an origination fee of about \$155,000 from the AES Rt 5 Storage Solar project which closed in July.
- Most expenditures are as anticipated.
- Other than the above-mentioned items, there is normal monthly activity.

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

K. Manne made a motion to approve the July 2024 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

4.2 2025 GCEDC Budget – The Board materials include a PowerPoint presentation that summarizes the significant assumptions that were made in the 2025 budget. The County funding request for 2025 remains the same as the past few years. The enhanced funding of \$25,000 from the County for Workforce Development initiatives was also included in the budget.

DRAFT

The 2025 GCEDC Budget was reviewed in detail by the Committee and is recommended for approval.

P. Battaglia made a motion to approve the 2025 GCEDC Budget as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

4.3 Consulting Agreement with Bellwether Advisors, LLC - In connection with the NYS grant awards received for STAMP (the \$33 million and \$56 million), there are certain MWBE requirements (30%) attached to the funding. It has been difficult to find MWBE firms, either for the main contract or subcontracting, for the types of infrastructure we are building for the STAMP site. There are also several contracts that don't allow us to utilize outside firms (National Grid). Bellwether Advisors, LLC is a consulting firm that has been assisting companies like the GCEDC navigate through the "best efforts" of trying to ensure that MWBE firms are invited to bid on these projects as well as assisting in the potential waiver request, if one is needed.

Fund Commitment: Although the contract is for \$5,000 monthly, we would request up to \$5,000 initially to see how the contract will work out.

Board Action Request: Recommend approval to the full Board of the proposal with Bellwether Consulting, LLC not to exceed \$5,000. This will be paid using operating funds as NYS grant funds cannot be used to pay for this type of expenditure.

NOTE: If approved, the contract will be amended to note a "not to exceed amount of \$5,000" to reflect time and billing rather than \$5,000 monthly.

This was recommended for approval by the committee.

K. Manne made a motion to approve the Consulting Agreement with Bellwether Advisors, LLC not to exceed \$5,000; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zeliff

6.1 Cost Reimbursement Agreement with National Grid – Included with the meeting materials was a Cost Reimbursement Agreement (CRA) with National Grid for the construction inspection of the low side of the substation at the STAMP site that will be dedicated over to National Grid upon completion.

Fund commitment: \$500,000 included in the \$56 million.

Committee action request: Recommend approval to sign CRA not to exceed \$500,000.

The agreement will not be executed, and funds will not be paid until we receive the \$56M grant funds.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the Cost Reimbursement Agreement with National Grid with the caveat presented above; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	yes
C. Kemp -	Absent		

The item was approved as presented.

6.2 Asset Purchase Agreement for Substation – During the initial construction of the substation Plug (Yellowtail) acquired certain component parts that have not been installed yet. These assets need to be transferred to the GCEDC for it to complete the substation construction in a manner that NYPA and National Grid would accept dedication of it upon completion. Following is the term sheet that will be used to draft the document.

Fund Commitment: None at this time. Any funds to pay for the “Reimbursement Amount” (as defined in the agreement) will come from other companies locating at STAMP and paying for their share of the substation on a per MW basis.

Board Action Request: Recommend approval to the full Board of the term sheet of the Asset Purchase Agreement. This would also approve the drafting of the agreement by legal counsel and authorizing signature of the agreement if it is in conformity with the terms approved in the attached agreement.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the term sheet of the Asset Purchase Agreement for the Substation as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

6.3 Amendment to Contract with CC Environment & Planning – In December of 2023 the GCEDC approved a contract with CC Environment and Planning for the following scope of work:

1. General Environmental Services: Includes assistance with on- and off-site design review, permitting, and SEQR; other environmental services, as necessary; and participation in STAMP Technical Team meetings.
2. Force Main Frac-out Monitoring: Conduct required monitoring within the 2023 force main frac out areas in accordance with the monitoring plan approved by USFW.

They are seeking an amendment to the agreement to cover the remainder of the costs associated with this scope of work.

Fund Commitment: \$22,500 for Task A to be covered under the \$56 million. There is no increase to Task B.

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

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the amendment to the contract with CC Environment and Planning not to exceed \$22,500; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

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

As there was no further business, C. Yunker made a motion to adjourn at 4:53 p.m., which was seconded by P. Battaglia and passed unanimously.

MAN
8/31/24

Customer Information

Potential Customer:	9 Lent Avenue, LLC	Opportunity Type:	Attraction
Project Street Address:	9 Lent Avenue	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	/LeRoy/LeRoy	Type of Project:	Attraction
Project Description:	2024 9 Lent Avenue Renovation	New Jobs:	4
Total Capital Investment:	\$3,800,000	Retained Jobs:	N/A
Incentive Amount:	\$345,325	School District:	LeRoy
Benefited Amount:	\$3,800,000	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:	Direct/Personal Contact	Date of Public Hearing:	TBD
Initial Acceptance Date:	9/5/2024	Inducement Date:	TBD

Opportunity Summary: 9 Lent Avenue, LLC (Rochester Davis Fetch Corp.) is proposing to expand its operations with the purchase and renovation of an existing facility at 9 Lent Avenue in the village of LeRoy.

The \$3.8 million project will include installation of a new roof on the 32,500 sq. ft. building and renovation to the interior of the building. Rochester Davis Fetch Crop. will operate multiple construction divisions at the facility.

The project proposes creating 4 new full-time equivalent (FTE) positions.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$77,600 and a property tax abatement estimated at \$267,725 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 \$3,382,738 (\$3,184,429 in payroll and \$198,310 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

For every \$1 of public benefit the company is investing \$11 into the local economy.

Project Detail (Total Capital Investment)

Building Cost	\$1,200,000 ✓
Equipment (non-taxable):	\$1,250,000 ✓
Equipment (Taxable) /	\$250,000 ✓
Other Project Investment:	\$1,100,000 ✓
Land Cost (Real Estate):	
Total Capital Investment:	\$3,800,000 ✓

Estimated Benefits Provided

Sales Tax Exempt:	\$77,600 ✓
Property Tax Exempt:	\$267,725 ✓
Total Estimated Tax Incentives Provided:	\$345,325 ✓
Total Amount Finance:	\$0

3.1

12

MM
8/30/24

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%	\$1,199,964
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$1,199,964

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

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

Year 1 - Enter NAICS

NAICS Lookup	NAICS	Count	Per Job Annual Earnings	Total Earnings
Drywall and Insulation Contractors	238310	4	\$62,000	\$248,000
	0			\$0
	0			\$0
	0			\$0
	0			\$0
	0			\$0
Total		4		\$248,000

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Drywall and Insulation Contractors	238310	4	\$62,000	\$248,000
0	0		\$0	
0	0		\$0	
0	0		\$0	
0	0		\$0	
0	0		\$0	
Total	4		\$248,000	

Year 3+ (Full Employment)

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Drywall and Insulation Contractors	238310	4	\$62,000	\$248,000
0	0		\$0	
0	0		\$0	
0	0		\$0	
0	0		\$0	
0	0		\$0	
Total	4		\$248,000	

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%	\$38,800	Escalation Factor	<input type="text" value="0%"/>
State Sales Tax Rate	4.00%	\$38,800	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="\$345,320"/>		

Includes PILOT exemption, calculated below



Client Company Investment Project Financial Assistance PROPOSAL

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

Project Profile:

Company: 9 Lent Avenue, LLC (Rochester Davis Fetch Corp. non-mfg equipment)

Project Description: 9 Lent Avenue, LLC building cost \$1,200,000

Project Cost: \$3,800,000 \$250,000

Project Cost subject to Sales Tax: \$970,000 60% bldg cost + non mfg equip

Project Cost to be Financed via Mortgage: \$1,245,000 4.0

Estimated Assessed value of Real Property/Building upon completion*: 32,500 sq ft Assessed \$/sq/ft

Jobs Created: next 3 years 50.00

Jobs Retained: next 3 years

Date: 8/30/24
Start Date:

Applicable GCEDC Products:

Financial Assistance: Cost Reduction Through Tax Savings:

Sale/Leaseback (SLB):

	1 Year View	3 Year View	Project Lifetime
Sales Tax Exemption (Savings):	\$ 77,600	\$ 77,600	\$ 77,600
Mortgage Tax Exemption (Savings):	\$ -	\$ -	\$ -
Real Property Tax Abatement (PILOT):	\$ -	\$ -	\$ -
Average Abatement (savings %) over project life	40%		40%
PILOT Term in years	10		
Gross Property Tax Costs	\$35.84	\$ 44,621	\$ 133,862
Payment Schedule (% Real Property Taxes Paid)			60%
Net Required Property Tax payments per PILOT			\$ -
PILOT Real Property Tax Savings (Next taxable year)	\$ 44,621	\$ 133,862	\$ 267,725
Total Tax Savings via Sale/Leaseback (SLB):	\$ 122,221	\$ 211,462	\$ 345,325

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

Revolving Loan Fund (RLF):

Loan Factors:	Term in mo	RLF APR	Prime + 1%
Interest Rate Savings:	\$ -	\$ -	\$ -
Gross Cost Savings via GCEDC programs:	\$ 122,221	\$ 211,462	\$ 345,325

Participation Fees (Costs):

GCEDC Application Fee (non-refundable):	\$ 250
GCEDC Project Fee (% Total Project Cost):	1.25% \$ 47,500
Legal Fees: SLB (Contract Development, Documentation, Filing fees):	7,000
Legal Fees: RLF (Contract Development, Documentation, Filing fees):	
Total Participation Fees:	\$ 54,750

Summary:

	National Grid	Total Savings
Total Costs Savings / Benefits via GCEDC programs(after participation f	\$ 67,471	\$ 156,712
Total Benefits as % Total Project Cost:	2%	4%
Return on Investment (ROI) = Net Savings / Participation Fees:	123%	286%
		531%

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

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

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

PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!

Year of Exemption	% of Paid Taxes	Net Savings	Municipalities Receive/		Total
			Tax to be Paid	Total	
1	20%	\$35,697	\$	8,924	\$44,621
2	20%	\$35,697	\$	8,924	\$44,621
3	20%	\$35,697	\$	8,924	\$44,621
4	30%	\$31,235	\$	13,386	\$44,621
5	30%	\$31,235	\$	13,386	\$44,621
6	30%	\$31,235	\$	13,386	\$44,621
7	50%	\$22,310	\$	22,310	\$44,621
8	50%	\$22,310	\$	22,310	\$44,621
9	70%	\$13,386	\$	31,235	\$44,621
10	80%	\$8,924	\$	35,697	\$44,621
Total	40%	\$267,725		\$178,483	\$446,208

To be paid 100%

Fire District fee

\$ 2,229
 \$ 2,229
 \$ 2,229
 \$ 2,229
 \$ 2,229
 \$ 2,229
 \$ 2,229
 \$ 2,229
 \$ 2,229
 \$ 2,229
 \$ 2,229
 \$ 22,286

Genesee County Industrial Development Agency

MRB Cost Benefit Calculator

Date August 30, 2024
 Project Title 9 Lent Avenue LLC (Rochester Davis Fetch Corp.)
 Project Location LeRoy, NY

Economic Impacts

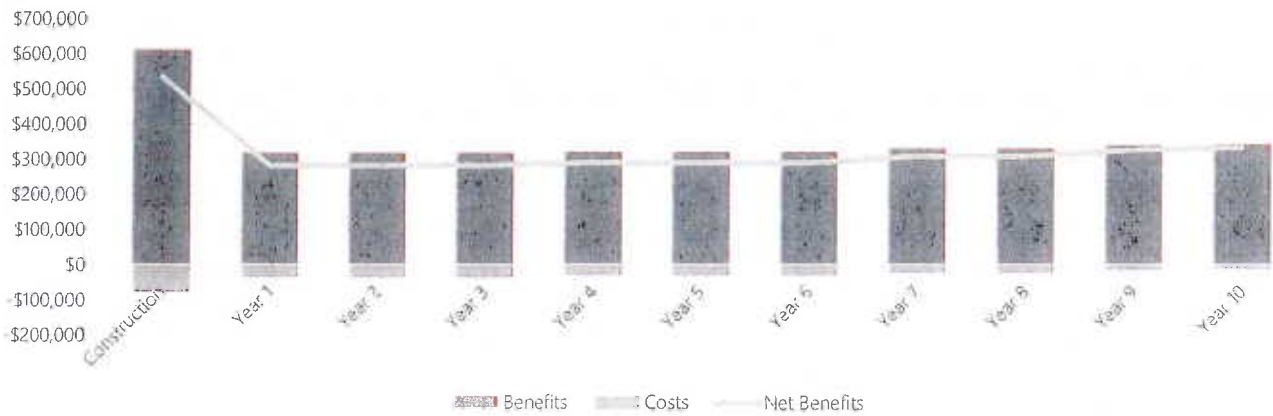
Summary of Economic Impacts over the Life of the PILOT
 Project Total Investment
 \$3,800,000

	Temporary (Construction)		
	Direct	Indirect	Total
Jobs	6	2	8
Earnings	\$496,229	\$83,267	\$579,496
Local Spend	\$1,199,964	\$298,812	\$1,498,776

	Ongoing (Operations)		
	Direct	Indirect	Total
Jobs	4	1	5
Earnings	\$2,480,000	\$419,981	\$2,899,981

Figure 1

Net Benefits

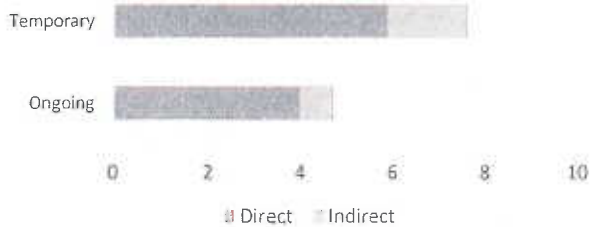


Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3

Total Jobs



Total Earnings



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$267,728	\$244,815
Sales Tax Exemption	\$77,600	\$77,600
Local Sales Tax Exemption	\$38,800	\$38,800
State Sales Tax Exemption	\$38,800	\$38,800
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
Total Costs	\$345,328	\$322,415

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$3,704,606	\$3,382,738 ✓
To Private Individuals	<u>\$3,479,477</u>	<u>\$3,184,429</u> ✓
Temporary Payroll	\$579,496	\$579,496
Ongoing Payroll	\$2,899,981	\$2,604,933
Other Payments to Private Individuals	\$0	\$0
To the Public	\$225,128	\$198,310 ✓
Increase in Property Tax Revenue	\$178,482	\$155,996
Temporary Jobs - Sales Tax Revenue	\$4,056	\$4,056
Ongoing Jobs - Sales Tax Revenue	\$20,300	\$18,235
Other Local Municipal Revenue	\$22,290	\$20,022
State Benefits	\$180,933	\$165,590
To the Public	<u>\$180,933</u>	<u>\$165,590</u>
Temporary Income Tax Revenue	\$26,077	\$26,077
Ongoing Income Tax Revenue	\$130,499	\$117,222
Temporary Jobs - Sales Tax Revenue	\$4,056	\$4,056
Ongoing Jobs - Sales Tax Revenue	\$20,300	\$18,235
Total Benefits to State & Region	\$3,885,538	\$3,548,329

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$3,382,738	\$283,615	12:1
State	\$165,590	\$38,800	4:1
Grand Total	\$3,548,329	\$322,415	11:1 ✓

*Discounted at 2%

Additional Comments from IDA

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

MM
8/30/24



Project Name: 9 Lent Avenue, LLC

Board Meeting Date: September 5, 2024

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

PROJECT DESCRIPTION:

9 Lent Avenue, LLC (Rochester Davis Fetch Corp.) is proposing to expand its operations with the purchase and renovation of an existing facility at 9 Lent Avenue in the village of LeRoy.

The \$3.8 million project will include installation of a new roof on the 32,500 sq. ft. building and renovation to the interior of the building. Rochester Davis Fetch Crop. will operate multiple construction divisions at the facility.

The project proposes creating 4 new full-time equivalent (FTE) positions.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$77,600 and a property tax abatement estimated at \$267,725 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 4 direct jobs with annual salaries of between \$62,000 and \$72,000 with benefits.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with an investment of \$3.8 million and renovation of a 32,500 sq. ft. facility in the Village of LeRoy.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

3.1a

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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 \$3,382,738 (\$3,184,429 in payroll and \$198,310 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$11 into the local economy.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A.

Board Discussion:

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

Project details: The project is planning to begin construction as soon as possible and be operational in 12 to 18 months.

Board Discussion

Board Concurrence: YES NO If no, state justification:

MEM
9/26/24

FINAL RESOLUTION
(Rochester Davis-Fetch Corp. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, October 3, 2024.

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

Resolution No. 10/2024 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON OCTOBER 1, 2024, WITH RESPECT TO THE ROCHESTER DAVIS-FETCH CORP. (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECT AND (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

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

WHEREAS, **ROCHESTER DAVIS-FETCH CORP.**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 4.5 acres of real property located at 9 Lent Avenue in the Village of LeRoy, Genesee County, New York and all other lands in the Village of LeRoy 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 all or a portion of tax parcel No. 3.-1-46.1) and the existing

3.1b

2.

improvements located thereon, consisting principally of an approximately 32,500 square foot facility (the "Existing Improvements"); (ii) the renovation, reconstruction and operation of the Existing Improvements for operation as a fire proofing/spray foam, panelization and exterior construction facility, along with utility and site 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, Existing Improvements and the Improvements, the "Facility"); and

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

WHEREAS, on September 5, 2024, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

WHEREAS, pursuant to Section 859-a of the Act, on Tuesday, October 1, 2024, at 3:30 p.m., the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing are attached hereto as Exhibit A; and

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

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

WHEREAS, the Project Agreement, the Lease Agreement, the Leaseback Agreement, the Tax Agreement and related documents will be negotiated and presented to the President/CEO, Chair, and/or Vice Chair of the Agency for approval and execution subject to adoption of the resolutions contained herein.

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

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

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

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

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

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

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

(F) Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that the Project constitutes a "Type II Action" (as such term is defined in SEQRA); therefore, no further action is required under SEQRA.

Section 2. The Public Hearing held by the Agency on Tuesday, October 1, 2024, at 3:30 p.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

Section 3. The Agency is hereby authorized to provide to the Company the Financial Assistance in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Project and (b) a partial real property tax abatement structured through the Tax Agreement.

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to \$970,000.00, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed \$77,600.00. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

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

Section 6. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, reconstruct, renovate and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; *provided, however*, the Project

Agreement shall expire on December 31, 2026 (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered.

Section 7. The President/CEO, Chair, and/or Vice Chair of the Agency are hereby authorized, on behalf of the Agency, to negotiate and enter into (A) the Project Agreement, (B) the Lease Agreement, pursuant to which the Company leases the Project to the Agency, (C) the related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, and (D) the Tax Agreement; *provided, however*, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project and (ii) the terms of the Tax Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

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

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

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

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

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

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(Rochester Davis-Fetch Corp. Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on October 3, 2024, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

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Exhibit A

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

[Attached Hereto]



PUBLIC HEARING NOTICE LETTER
(Rochester Davis-Fetch Corp.)

September 11, 2024

To: Chief Executive Officers Listed
on Schedule A attached hereto

Re: Genesee County Industrial Development Agency d/b/a Genesee County
Economic Development Center and Rochester Davis-Fetch Corp.

Notice of Public Hearing and Inducement Resolution

Ladies and Gentlemen:

On Tuesday, October 1, 2024, at 3:30 p.m., local time, at Le Roy Village Hall (Conference Room), 3 West Main Street, LeRoy, New York 14842, the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") will conduct a public hearing regarding the above-referenced project. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Daily News* for publication.

The Agency will broadcast the public hearing live at www.vimeo.com/event/3477651, and the public hearing video will be available for on-demand viewing on the Agency's website at www.gcedc.com/projects.

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

3.1b

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On September 5, 2024, the Agency adopted an inducement resolution (the "Inducement Resolution") with respect to the Project. Pursuant to Chapter 766 of the Laws of 2022 of the State of New York, effective January 1, 2023, enclosed please find a copy of such as-adopted and certified Inducement Resolution.

Very truly yours,

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

3.1b

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Schedule A

GENESEE COUNTY

Certified Mail

9489-0090-0027-6556-9191-51

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

Certified Mail

9489-0090-0027-6556-9191-68

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

VILLAGE OF LE ROY

Certified Mail

9489-0090-0027-6556-9191-75

Village of Le Roy
Attn: Mayor
3 West Main Street
LeRoy, New York 14482

TOWN OF LE ROY

Certified Mail

9489-0090-0027-6556-9191-82

Town of Le Roy
Attn: Town Supervisor
48 Main Street
LeRoy, New York 14482

LEROY CENTRAL SCHOOL DISTRICT

Certified Mail

9489-0090-0027-6556-9191-99

Le Roy Central School District
Attn: Superintendent
2-6 Trigon Park
LeRoy, New York 14482

Certified Mail

9489-0090-0027-6556-9192-05

Le Roy Central School District
Attn: President of Board of Education
2-6 Trigon Park
LeRoy, New York 14482

Certified Mail

9489-0090-0027-6556-9192-12

Le Roy Central School District
Attn: District Clerk
2-6 Trigon Park
LeRoy, New York 14482

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Tuesday, October 1, 2024, at 3:30 p.m., local time, at LeRoy Village Hall (Conference Room) 3 West Main Street, New York 14842, in connection with the following matter:

ROCHESTER DAVIS-FETCH CORP, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of (i) the acquisition by the Agency of a leasehold or other interest in approximately 4.5 acres of real property located at 9 Lent Avenue in the Village of LeRoy, Genesee County, New York, and all other lands in the Village of LeRoy 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 all or a portion of tax parcel No. 3.-1-46.1) and the existing improvements located thereon, consisting principally of an approximately 32,500 square foot facility; (ii) the renovation, reconstruction and operation of the Existing Improvements for operation as a fire proofing/spray foam, panelization and exterior construction facility, along with utility and site 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, Existing Improvements and the Improvements, the "Facility").

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

The Agency will broadcast the public hearing live at www.vimeo.com/event/3477651, and the public hearing video will be available for on-demand viewing on the Agency's website at www.gcedc.com/projects.

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

Dated: September 11, 2024

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

ASSIGNMENT AUTHORIZING RESOLUTION
(Batavia Solar, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center convened on Thursday, October 3, 2024.

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

Resolution No. 10/2024 - __

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING THE AMENDMENT OF THE LEASE AGREEMENT AND LEASEBACK AGREEMENT (TOGETHER WITH ANY OTHER RELATED DOCUMENTS) BY MODIFYING THE LEGAL DESCRIPTION CONSTITUTING THE LEASED PREMISES, AND TO EXECUTE AND DELIVER RELATED DOCUMENTS.

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

WHEREAS, pursuant to a Final Resolution adopted on August 5, 2021 (the "Authorizing Resolution"), the Agency appointed **BATAVIA SOLAR, LLC** (the "Company"), as agent of the Agency to undertake a certain Project (the "Project") consisting of: (i) the acquisition or retention by the Agency of a leasehold or other interest in approximately eight acres of land at Assemblyman R. Stephen Hawley Drive, Town of Batavia, New York, Genesee County, New York and all other lands in the Town 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 identified as a portion of tax parcel No. 9.-1-216.11, (ii) the construction on the Land of a ground-mounted solar generation facility with a .50MWac capacity (the "Improvements"), and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in furtherance of the Project, and in accordance with the Authorizing Resolution, the Agency and the Company entered into the following agreements: (i) that certain Lease Agreement, dated as of January 1, 2023, a memorandum of which was recorded in the Office of the Genesee County Clerk on February 6, 2023 at Instrument Number DE2023-175 (the "Lease Agreement"); (ii) that certain Leaseback Agreement, dated as of January 1, 2023, a memorandum of which was recorded in the Office of the Genesee County Clerk on February 6,

2023 at Instrument Number DE2023-176 (the "Leaseback Agreement"); and (iii) related documents (collectively, the "Project Documents"); and

WHEREAS, the Company advised the Agency that the legal description of the Land has changed; and

WHEREAS, the Company has therefore requested the Project Documents be amended to account for the change in the legal description of the Land by amending Schedule A thereto; and

WHEREAS, the Agency desires to adopt a resolution authorizing the amendment to the Project Documents (the "Amendments").

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 hereby authorizes the execution and delivery of the Amendments.

Section 2. 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 3. 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.

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STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

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

That I have compared the annexed extract of minutes of the meeting of Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on October 3, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

[SEAL]

AUTHORIZING RESOLUTION
(Hecate Energy Cider Solar LLC Project)

A special meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, September 19, 2024.

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

Resolution No. 09/2024 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON OCTOBER 3, 2024, WITH RESPECT TO THE HECATE ENERGY CIDER SOLAR LLC (THE "COMPANY") PROJECT (THE "PROJECT").

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

WHEREAS, pursuant to resolution adopted on December 1, 2022 (the "Final Resolution"), the Agency authorized certain Financial Assistance (as defined in the Final Resolution) with respect to a certain project (the "Project") to be undertaken by **HECATE ENERGY CIDER SOLAR LLC** (the "Company"), as agent of the Agency, consisting of: (i) the acquisition by the Agency of an interest in the Company's fee, leasehold, and easement interests in certain parcels of land located in the Town of Elba and the Town of Oakfield, Genesee County, New York (the "Land"); (ii) the planning, design, construction and operation of a 500MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, pursuant to a resolution adopted on September 19, 2024 (the "Authorizing Resolution"), the Agency authorized the execution and delivery of a mortgage in the maximum principal amount not to exceed \$900,000,000 (hereinafter referred to as the "Mortgage Increase"); and

WHEREAS, in connection therewith and pursuant to Section 859-a of the Act, on Thursday, October 3, 2024, at 10:00 a.m., local time, at the Elba Town Hall, 7133 Oak Orchard

Road, Elba, New York 14058 and at 11:30 a.m., local time, at the Oakfield Community and Government Center (Side Entrance), 3219 Drake Street Road, Oakfield, New York 14125 (collectively, the "Public Hearing"); and

WHEREAS, pursuant to the Agency's Pricing & Fee Policy, the Agency's administrative fee for projects in excess of \$450 million in capital investment can be within a range of .75% and 1.25% of the total capital investment/benefitted amount; and

WHEREAS, the Company has requested the Agency's administrative fee, in connection with the Maximum Mortgage Increase, be .60% thereof (the "Administrative Fee"), plus .025% for Agency counsel fees; and

WHEREAS, the Agency desires to adopt a resolution (i) acknowledging the Public Hearing, (ii) ratifying and confirming the findings made by the Agency in the Authorizing Resolution and (iii) approving the Administrative Fee.

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

Section 1. The Public Hearing held by the Agency on Thursday, October 3, 2024, at 10:00 a.m., local time at the Elba Town Hall, 7133 Oak Orchard Road, Elba, New York 14058 and at 11:30 a.m., local time, at the Oakfield Community and Government Center (Side Entrance), 3219 Drake Street Road, Oakfield, New York 14125, concerning the Project and Mortgage Increase was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project and Mortgage Increase; and

Section 2. The Agency hereby approves the Administrative Fee.

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

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

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

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

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

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(Hecate Energy Cider Solar LLC Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on October 3, 2024, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

Mark Masse

STAMP Committee

Review of Access License Agreement for Project Hydroscale and/or affiliates for due diligence work

Discussion: Phillips Lytle has prepared for the GCEDC an Access License Agreement to allow Project Hydroscale and their agents to enable their due diligence on GCEDC owned property for their proposed facility until that work is complete or a Purchase and Sale Agreement is executed. Any contractors would be required to sign indemnity agreements, provide proof of insurance and list the GCEDC as an additional insured on their policy with the applicable coverage limits as set forth by the GCEDC.

Fund Commitment: None.

Committee Action Request: Recommend approval of Access License Agreement.

ACCESS LICENSE AGREEMENT

This Access License Agreement (this "Agreement") is made as of the date of the last party to sign (the "Effective Date") by and between Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, a New York public benefit corporation, having an office at 99 MedTech Drive, Batavia, New York 14020-3141 ("GCEDC") and JLL, with an address of _____ ("Project Hydroscale"). GCEDC and Project Hydroscale are collectively referred to herein as, the "Parties".

RECITALS

A. GCEDC is the fee simple owner of certain real property located in the Town of Alabama, County of Genesee and State of New York described on Schedule A attached hereto and as further shown on the map attached hereto as Schedule A (the "STAMP Project Hydroscale Parcel").

B. The STAMP Project Hydroscale Parcel is part of the larger site owned by GCEDC and known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Site").

C. GCEDC desires to grant to Project Hydroscale a license on, over and through the STAMP Project Hydroscale Parcel for the purpose of performing due diligence work on the parcel including, but not limited to, performance of a Phase I Environmental Site Assessment, geotechnical survey and review, and an ALTA survey.

AGREEMENT

Now, therefore, the Parties agree as follows.

1. Grant of Access License. Subject to the terms and conditions of this Agreement, GCEDC hereby declares and establishes that there shall be a non-exclusive license for the benefit of Project Hydroscale for access, ingress and egress of pedestrians and vehicles on and over the portions of the STAMP Project Hydroscale Site identified on Schedule A for the purpose of conducting due diligence and investigating the site to determine if it is acceptable to Project Hydroscale for the potential construction of a manufacturing facility (the "Access License"). This Access License shall remain in full force and effect until (i) written notification from Project Hydroscale that it has completed its due diligence; (ii) the expiration of any due diligence period in any purchase agreement subsequently entered into by the parties (a "Purchase and Sale Agreement") or (iii) the acquisition of the STAMP Project Hydroscale Parcel, whichever is earlier.

2. Licenses Revocable. This Agreement and the Access License shall be fully revocable by GCEDC at any time until the Purchase and Sale Agreement is executed by the parties and is in effect. Upon the full execution of the Purchase and Sale Agreement and following its effective date, this Agreement may only be terminated as set forth in Section 1 above.

3. Reservation of Fee Simple Interest. The Licenses are created solely for the benefit of Project Hydroscale and its affiliates, tenants, occupants, licensees, agents, employees, representatives, contractors, invitees, successors and/or assigns (collectively, the "User Parties"). Subject to the Access License, GCEDC reserves its fee simple interest in the STAMP Project Hydroscale Site and all rights appertaining thereto, including without limitation, the right to engage in all acts or uses not prohibited by or inconsistent with this Agreement.

4. Insurance.

(a) At all times throughout the term of this Agreement, Project Hydroscale shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(i) Builder's risk insurance covering loss caused by weather, fire, vandalism or theft affecting the due diligence work.

(ii) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which Project Hydroscale is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of Project Hydroscale.

(iii) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence at the STAMP Project Hydroscale Parcel or STAMP Site, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and not less than \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon Project Hydroscale by any applicable workmen's compensation law; and a blanket excess liability policy in the amount not less than \$3,000,000, protecting Project Hydroscale against any loss or liability or damage for personal injury or property damage.

(b) All insurance required by Section 4 and any insurance carried by the User Parties relating to the STAMP Project Hydroscale Site shall name GCEDC as a named insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by Project Hydroscale and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which Project Hydroscale is engaged. All policies evidencing such insurance, shall provide for (i) payment of the losses of Project Hydroscale and GCEDC as their respective interest may appear, and (ii) at least thirty (30) days' written notice of the cancellation thereof to Project Hydroscale and GCEDC.

(c) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with GCEDC on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, Project Hydroscale shall furnish GCEDC evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

(d) GCEDC may, from time to time, request and obtain from Project Hydroscale new or renewal insurance certificates following the termination or expiration of the previously delivered insurance certificates.

5. Compliance with Laws. Throughout the term of this Agreement, Project Hydroscale, at its own sole cost and expense, shall promptly comply and cause the User Parties to comply with all present and future laws, ordinances, rules, regulations and

requirements of all governmental authorities, which may be applicable to the due diligence on the STAMP Project Hydroscale Parcel.

6. Limitation on Recourse. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any of the members, partners, shareholders or owners of the Parties, the User Parties, or any of its or their respective directors, officers, partners, managers, employees or agents (each, a "Party Protected Person"), for the payment of any amounts due or the performance of any other obligation of such Parties or User Parties under this Agreement. In furtherance of the foregoing, the Parties agree that neither shall seek nor obtain, nor be entitled to seek or obtain, any deficiency or other judgment against any Party Protected Person for any action or inaction under or in connection with this Agreement, and each party hereby releases any Party Protected Person from any such claims.

7. Indemnification. The Parties and the User Parties shall keep, save and hold harmless one another, respectively, from any and all claims, damages and liability of third parties resulting from injury or death of persons or physical loss of or damage to property of third parties caused by (i) the use of the STAMP Project Hydroscale Parcel Site; or (ii) the negligence or willful misconduct by the Parties or the User Parties.

8. Environmental Condition. GCEDC represents and warrants to Project Hydroscale that, to GCEDC's knowledge and without any duty of inquiry or investigation, (a) GCEDC has not received any notice of any violation of any environmental laws or regulations related to the STAMP Project Hydroscale Parcel (or any portion thereof) and (b) GCEDC is not aware of the existence of any hazardous materials or other environmental conditions at the STAMP Project Hydroscale Parcel (or any portion thereof), except as disclosed in the (i) Phase I Environmental Site Assessment of the Wyder Estate Properties (Parcel No. 10.-1-13) dated March 2013 and prepared by Watts Architecture & Engineering, and (ii) Phase I Environmental Site Assessment for Oakfield Alabama Realty (Parcel No. 10.-1-15.11) dated October 2013 and prepared by Watts Architecture & Engineering.

9. Subsequent Owners Bound; Agreement Runs with Land. The provisions of this Agreement shall run with the land and shall bind and inure to the benefit of and be enforceable by the Parties and any future owners of all or any portion of the land, and their respective successors and assigns.

10. No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement to the general public for any public use or purpose whatsoever, it being

GCEDC's intention that this Agreement is only for the benefit of Project Hydroscale and the User Parties.

11. Amendment, Modification or Termination. This Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties.

12. Invalidity. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any conflict of law provision. Any disputes arising hereunder shall be settled in the state courts sitting in the County of Genesee, State of New York or the federal courts in the Western District of New York, and both Parties consent to the personal jurisdiction of said courts and agree not to challenge or assert any defense to the jurisdiction of said courts.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their respective duly authorized representatives, with the intention that it be effective as of the Effective Date.

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

Date: _____

By: _____
Name: _____
Its: _____

Project Hydroscale

Date: _____

By: _____
Name: _____
Its: _____

6.1

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ACKNOWLEDGEMENT

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

On this ____ day of _____ in the year 2024, before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this ____ day of _____ in the year 2024, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A
(Parcel map)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency" or "GCEDC") was convened in public session at the offices of the Agency located at 99 MedTech Drive, Suite 106, City of Batavia, County of Genesee, New York, on October 3, 2024, at ___:00 __p.m., 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
Craig Yunker
Paul J. Battaglia
Chandy Kemp
Kathleen Manne
Marianne Clattenburg

ABSENT:

THE FOLLOWING ADDITIONAL PERSONS WERE PRESENT:

Mark Masse	President & CEO
Matthew Fitzgerald	Legal Counsel

The attached resolution no. ____ was offered by _____, seconded by _____:

Resolution No. - -

RESOLUTION DECLARING THE INTENT OF THE GENESEE COUNTY
ECONOMIC DEVELOPMENT CENTER TO ACT AS LEAD AGENCY
PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

Project Name: Western new York Science and Technology Advanced
Manufacturing Park ("**STAMP**") - Project Hydroscale

Location: 6840 Crosby Road, Town of Alabama, NY 14013 ("**Site**")

WHEREAS, the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Corporation ("**GCEDC**"), in conjunction with the Genesee Gateway Local Development Corporation ("**GGLDC**"), the non-profit real estate affiliate of the GCEDC, STAMP Sewer Works, Inc. ("**SSW**"), and STAMP Water Works, Inc. ("**SWW**"), have been working on the development of the Western New York Science & Technology Advanced Manufacturing Park ("**STAMP**" or the "**Project**"), 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 ("**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, development of STAMP has undergone comprehensive review of potential environmental impacts pursuant to the State Environmental Quality Review Act ("SEQRA"), resulting in the completion of Final Generic Environmental Impact Statement ("FGEIS") and the issuance of a written Findings Statement ("2012 Findings") on March 12, 2012 (collectively, the FGEIS and the 2012 Findings are referred to as the "STAMP GEIS"); and

WHEREAS, subsequent development and modifications to STAMP have undergone additional SEQRA review including a smart growth impact statement ("SGIS"); a 2016 Amended Findings Statement to the FGEIS ("2016 Amended Findings"); a 2020 Amended Findings Statement to the FGEIS ("2020 Amended Findings"); a 2021 a SEQRA determination ("2021 SEQR Determination"); a 2022 SEQR update ("2022 SEQR Update"); a negative declaration issued in 2022 ("2022 Negative Declaration"); an amendment to the 2022 Negative Declaration ("2022 Second Amended Negative Declaration"); a negative declaration in 2023 (the "February 2023 Negative Declaration"); and an additional negative declaration in 2024 (the "2024 Negative Declaration"); and

WHEREAS, together, the GEIS, the 2012 Findings, the SGIS, the 2016 Amended Findings, the 2020 Amended Findings, the 2021 SEQR Determination, 2022 SEQR Update; 2022 Negative Declaration, 2022 Amended Negative Declaration, 2022 Second Amended Negative Declaration, the February 2023 Negative Declaration, and the 2024 Negative Declaration constitute the prior environmental reviews for STAMP (collectively, these documents, including each and every supporting document referenced therein, are referred to as the "STAMP GEIS"); and

WHEREAS, in connection with the Project, the Agency received an application for the purchase of land for a proposed construction and operation of a data center project at STAMP ("Project Hydroscale")

WHEREAS, in light of Project Hydroscale application, and pursuant to SEQRA, the Agency must satisfy the requirements contained in SEQRA to determine whether Project Hydroscale will result in any significant adverse environmental impacts that were not addressed in the STAMP GEIS; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. The Agency, having served as the Lead Agency for all development related to STAMP since its inception, proposes to conduct a coordinated review for this Type I action and believes, as the entity with primary responsibility for the review and

implementation of Project Hydroscale, that it is in the best position to investigate all potential impacts associated with Project Hydroscale (in close cooperation with relevant regulatory authorities), and has the authority to impose any and all appropriate mitigation measures. Thus, the Agency declares its intent to act as Lead Agency for Project Hydroscale.

Section 2. The Agency requests that all involved agencies have the appropriate personnel within each agency review Part 1 of the Environmental Assessment Forms (“EAFs”) and provide the Agency with any comments the Agency should consider concerning Lead Agency status for Project Hydroscale.

Section 3. The President CEO and the Senior Vice President of Operations of the Agency are hereby authorized and directed to distribute appropriate notice of this Resolution to all potential interested and/or involved agencies and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 4. This Resolution, which was adopted by a majority vote of the Agency on October 3, 2024, 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:

Peter Zeliff	VOTING	_____
Matthew Gray	VOTING	_____
Paul Battaglia	VOTING	_____
Marianne Clattenburg	VOTING	_____
Chandy Kemp	VOTING	_____
Kathleen Manne	VOTING	_____
Craig Yunker	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned (Assistant) Secretary of the Genesee County Industrial Development Agency d/b/a the 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 Agency, including the Resolution contained therein, held on October 3, 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, 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.

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 ___th day of October, 2024.

(Assistant) Secretary



JLL
2020 K Street NW #1100
Washington DC 20006

September 10, 2024

Genesee County Economic
Development Center
Attn: Mark Masse, CEO
99 MedTech Drive
Suite 106
Batavia, NY 14020
Re: Project Hydroscale

Dear Mr. Masse:

We are writing this letter on behalf of a third party investor JLL is representing that is currently code named "Project Hydroscale," to commence our application in connection with the proposed purchase of approximately 45 acres of land ("Application") located at the Science & Technology Advanced Manufacturing Park ("STAMP") from the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center ("GCEDC") for a proposed data center project ("Project"). We understand that the GCEDC has been developing STAMP as an advanced manufacturing shovel-ready industrial park and has completed a Generic Environmental Impact Statement ("GEIS") for STAMP pursuant to the State Environmental Quality Review Act ("SEQRA").

We have drafted the attached narrative that describes the Project. We are requesting that the GCEDC undertake a review of the Project to determine whether it has the potential to have any adverse environmental impacts that were not previously addressed in the GEIS. We will also be submitting additional documentation relating to the Application to the GCEDC regarding the specific financial incentives requested for the Project to assist GCEDC in its SEQRA review of the Project.

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

Sincerely,

A handwritten signature in black ink that reads "Matt Jackson". The signature is fluid and cursive, written over a light blue horizontal line.

Matt Jackson
Executive Managing Director, JLL
2020 K Street NW #1100 Washington DC 20006
matt.jackson@jll.com
(571) 215-5118

Overview of Project Hydroscale

PROJECT SUMMARY

Project Hydroscale plans to develop a data center campus. The campus will be built to suit and leased to enterprise clientele for a 20-year term. Project Hydroscale is ready to deploy significant capital and resources to fund the construction of the data center campus. Campus features include power load smoothing, inter-campus power curtailment, eco-friendly designs, a combination of air, immersion, and/or direct liquid-to-chip (DLC) cooling – reducing noise and increasing energy efficiency, grid demand response readiness, and ancillary services: onsite security, badge-in/badge-out facial recognition, live guards, etc.

The campus will focus on artificial intelligence data processing, computing and storage for 3rd party contracts. The campus will include two (2) main installations consisting of 450,000 SF footprint for each facility (2 x 450,000 = 900,000 SF footprint) and will support two floors (see renderings below).

PROPERTY DESCRIPTION

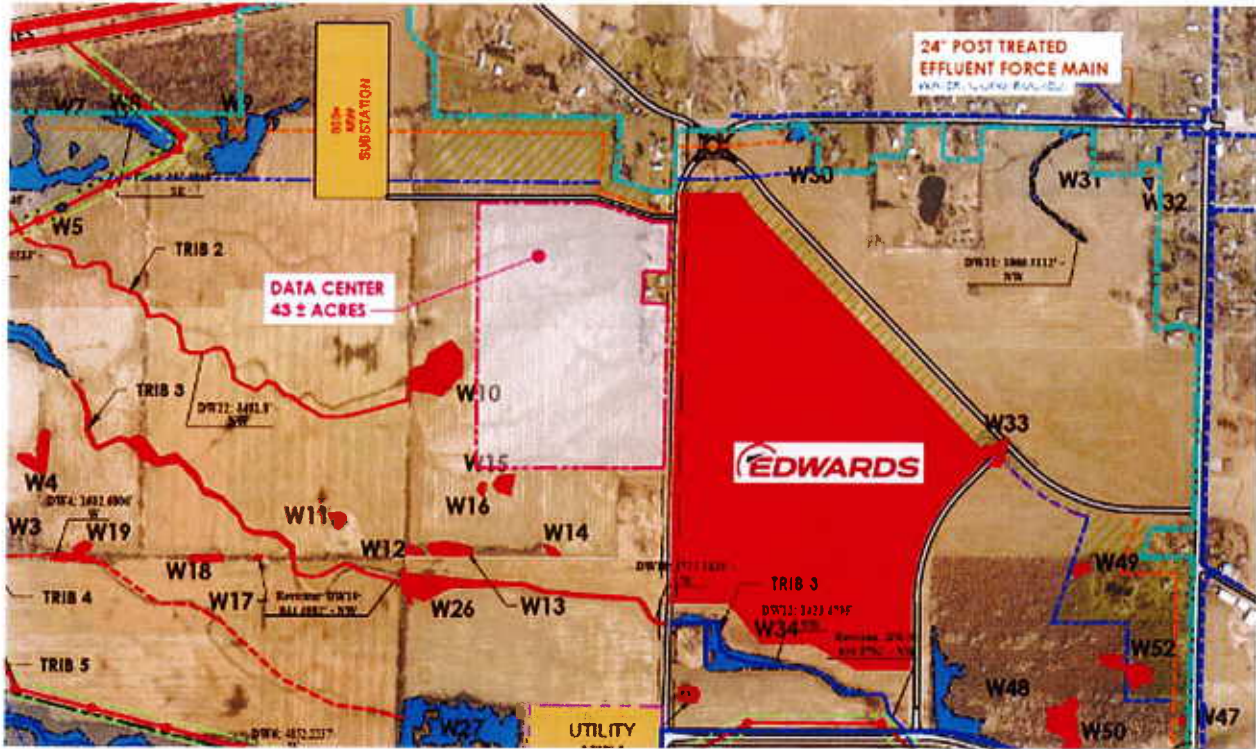
Project Hydroscale intends on purchasing a forty-three (43) acre site as depicted below.

COMMUNITY IMPACT & COMMUNITY INVESTMENT:

Power Capacity:	195 MW
CapEx (\$):	USD\$ >3.8billion
Site Size (Acres) (Min and Preferred):	43 acres
Water (Gallons Per Year GPY):	5
Wastewater (GPD):	Sanitary only
Labor (Headcount): <u>3 Shifts</u> <ul style="list-style-type: none"> - Site Management - Facilities Management - Engineers - Maintenance - Security - Operations - Technical 	60+/-
Community Investment:	\$10MM
University Co-op Program	Opportunity with RIT and other nearby universities to employ STEM students for careers in technology and <u>engineering.</u>
Construction Period	12 months

SITE

The site below has been identified for the primary artificial intelligence data center operations.



Facility and Site Layout (illustrative only)

The following are illustrations for the proposed operations.





Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Project Hydroscale		
Project Location (describe, and attach a general location map): 6840 Crosby Road, Genessee, NY (Site image attached)		
Brief Description of Proposed Action (include purpose or need): Project Hydroscale plans to develop a data center campus. The campus will be built to suit and leased to enterprise clientele for a 20-year term. The project is ready to deploy significant capital and resources to fund the construction of the data center campus. Campus features include power load smoothing, inter-campus power curtailment, eco-friendly designs, a combination of air, immersion, and/or direct liquid-to-chip (DLC) cooling – reducing noise and increasing energy efficiency, grid demand response readiness, and ancillary services: onsite security, badge-in/badge-out facial recognition, live guards, etc. The campus will focus on artificial intelligence data processing, computing and storage for 3rd party contracts. The capus will include two (2) main installations consisting or 450,000 SF footprint for each facility (2 x 450,000 = 900,000 SF footprint) and will support two floors (see renderings below).		
Name of Applicant/Sponsor: JLL	Telephone: 571.215.5118	E-Mail: matt.jackson@jll.com
Address: 2020 K ST NW		
City/PO: Washington	State: DC	Zip Code: 20006
Project Contact (if not same as sponsor; give name and title/role):	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Genessee County Economic Development Center	Telephone: 585.343.4866 x 17	E-Mail: mmasse@gcedc.com
Address: 99 MedTech Drive		
City/PO: Batavia	State: NY	Zip Code: 14020

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Alabama Site Plan	October - Concept December - Full (projected)
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Genesee County Economic Development Center	November (projected)
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC SWPPP/Petroleum Bulk Storage/Air	November (projected)
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
Genesee County Smart Growth Plan _____	

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
Technology District 1

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Oakfield Alabama Central School District

b. What police or other public protection forces serve the project site?
Genesee County Sheriff Department

c. Which fire protection and emergency medical services serve the project site?
Alabama Fire Department, Mercy Flight EMS

d. What parks serve the project site?
Not applicable

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Data Center Operations

b. a. Total acreage of the site of the proposed action? _____ 43 acres
 b. Total acreage to be physically disturbed? _____ 40 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 43 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
1 new lot amounting to 43 acres
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ 12 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion				
of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 2
 ii. Dimensions (in feet) of largest proposed structure: 60 height; 288 width; and 630 length
 iii. Approximate extent of building space to be heated or cooled: 1800000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ 28K gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: STAMP Water Works, Inc.
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
A small extension of the water line is required to serve the site - estimated is less than 1/2 a mile
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 2,500 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

Sanitary _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: Village of Oakfield Wastewater Treatment Facility
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site? Yes No
 - Will a line extension within an existing district be necessary to serve the project? Yes No
- If Yes:
- Describe extensions or capacity expansions proposed to serve this project: _____

A small extension of the sanitary sewer line is required to service the site - approx 1/2 mile

- iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
- If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

- v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

- vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

- e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No

If Yes:

- i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 25 acres (impervious surface)

_____ Square feet or 43 acres (parcel size)

- ii. Describe types of new point sources. Building roof, parking areas and access roads

- iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Storm water management will be achieved using a combination of on-site retention via ponds and the direction of water into drainage structures along the access road

- If to surface waters, identify receiving water bodies or wetlands: _____

- Will stormwater runoff flow to adjacent properties? Yes No

- iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

- f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No

If Yes, identify:

- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

Construction activities on site will utilize standard construction equipment consistent with the requirements for large construction projects

- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

There is the potential to use mobile electricity generation units if electrical services are not sufficient during construction

- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

- g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No

If Yes:

- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No

- ii. In addition to emissions as calculated in the application, the project will generate:

- 0 Tons/year (short tons) of Carbon Dioxide (CO₂)
- 0 Tons/year (short tons) of Nitrous Oxide (N₂O)
- 0 Tons/year (short tons) of Perfluorocarbons (PFCs)
- 0 Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- 0 Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- 0 Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

- i. Estimate methane generation in tons/year (metric): _____
- ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

- i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____
- ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
- iii. Parking spaces: Existing 0 Proposed 30 Net increase/decrease +30
- iv. Does the proposed action include any shared use parking? Yes No
- v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____
- vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
- vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
- viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

- i. Estimate annual electricity demand during operation of the proposed action: _____
195MW
- ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
Grid and local substation which is finalizing construction
- iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

- i. During Construction:
 - Monday - Friday: 7am to 5pm
 - Saturday: 7am to 5pm
 - Sunday: 7am to 5pm
 - Holidays: 7am to 5pm
- ii. During Operations:
 - Monday - Friday: 24 hours per day
 - Saturday: 24 hours per day
 - Sunday: 24 hours per day
 - Holidays: 24 hours per day

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
 Noise during construction will be comparable to any large construction project _____

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 All lighting will be downward facing and dark sky compliant _____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored Diesel for back-up generators to be used only for emergency power
 ii. Volume(s) 700K per unit time _____ year (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____
 The storage of the fuel for back-up generators will comply with all local and state code

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ year (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: The construction company that will be utilized for the project strives for zero waste in its process and in the event zero waste cannot be achieved will seek to recycle and/or dispose of waste at an appropriate land fill facility
 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: The construction company that will be utilized for the project strives for zero waste in its process and in the event zero waste cannot be achieved will seek to recycle and/or dispose of waste at an appropriate land fill facility
 • Operation: _____

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s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	25	+25
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	18	+18
• Agricultural (includes active orchards, field, greenhouse etc.)	43	0	-43
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

6.2

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c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): 15105158
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 No
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
 Close - no further remediation needed

6.2

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v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? Elevation 643 to 638 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? 0 %

c. Predominant soil type(s) present on project site:

Stiff to hard silty clay	_____	50 %
compact silty clay sand	_____	50 %
	_____	%

d. What is the average depth to the water table on the project site? Average: 15 feet

e. Drainage status of project site soils:

<input checked="" type="checkbox"/> Well Drained:	_____	100 % of site
<input type="checkbox"/> Moderately Well Drained:	_____	% of site
<input type="checkbox"/> Poorly Drained	_____	% of site

f. Approximate proportion of proposed action site with slopes:

<input checked="" type="checkbox"/> 0-10%:	_____	100 % of site
<input type="checkbox"/> 10-15%:	_____	% of site
<input type="checkbox"/> 15% or greater:	_____	% of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
i. Name of aquifer: _____

6.2

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m. Identify the predominant wildlife species that occupy or use the project site: _____
Common Song Birds _____
Small Mammals _____
Deer _____

n. Does the project site contain a designated significant natural community? Yes No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
• Currently: _____ acres
• Following completion of project as proposed: _____ acres
• Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
If Yes:
i. Species and listing (endangered or threatened): _____
Northern Harrier and Short Eared Owl (part 182 permit already received)

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
If Yes:
i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
If yes, give a brief description of how the proposed action may affect that use: _____
The Tonawanda Seneca Nation utilizes a wooded area to the west of the STAMP Site for hunting, trapping, and fishing

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
If Yes:
i. Nature of the natural landmark: Biological Community Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): Phase I through 3 work completed for site and adjacent areas

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: John White Game Farm, USFWS Iroquois Refuge, Tonawanda WMA

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ 1.5 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

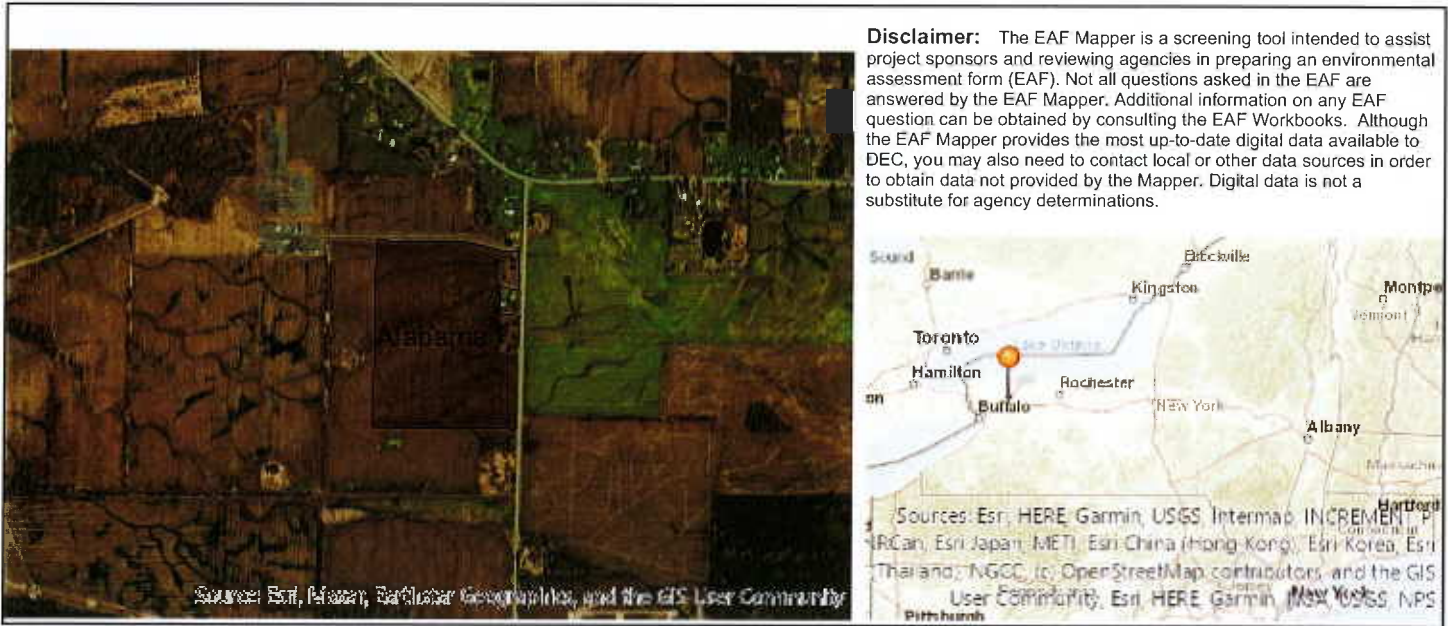
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

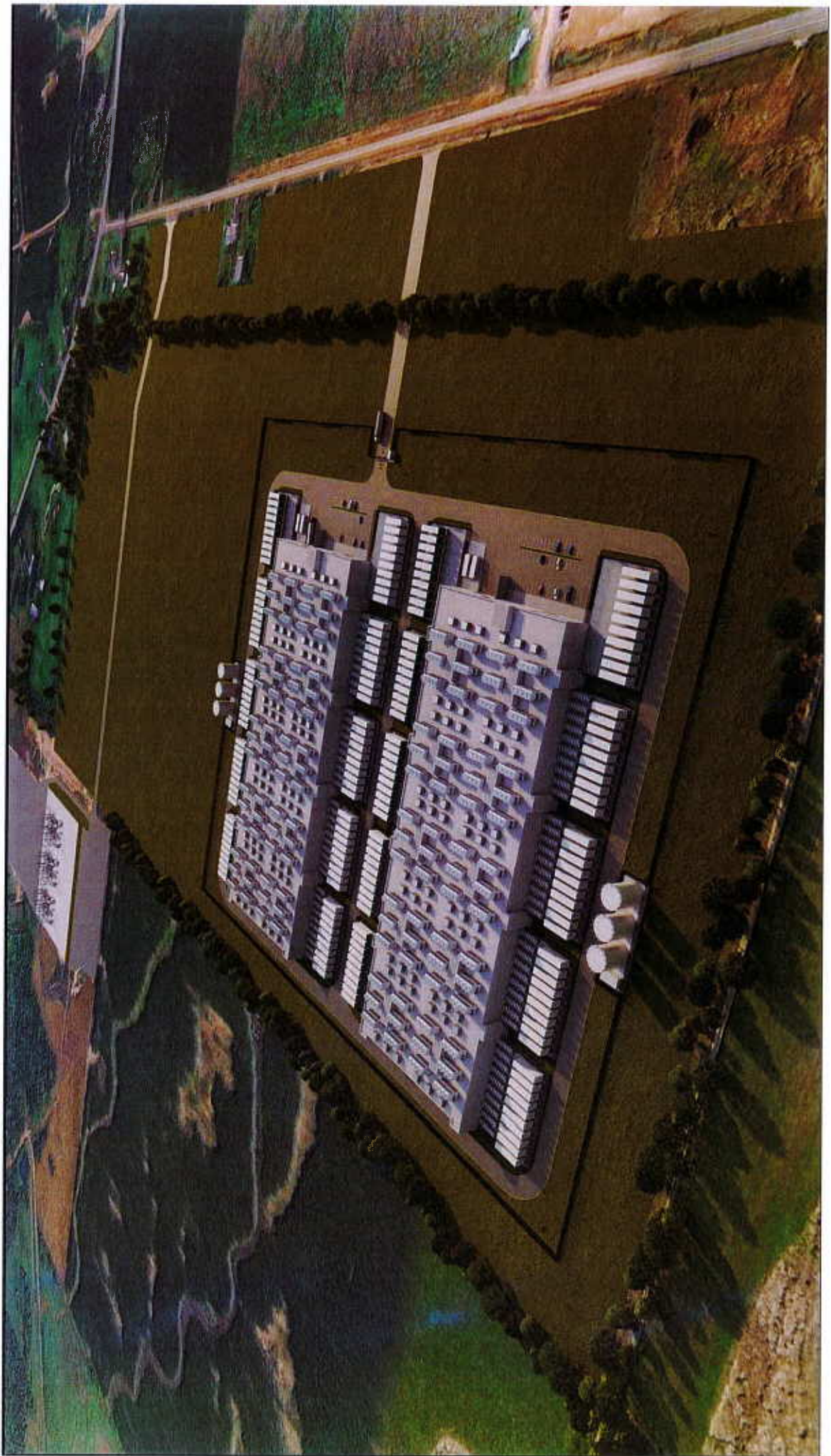
Applicant/Sponsor Name Matthew W. Jackson Date September 25 2024

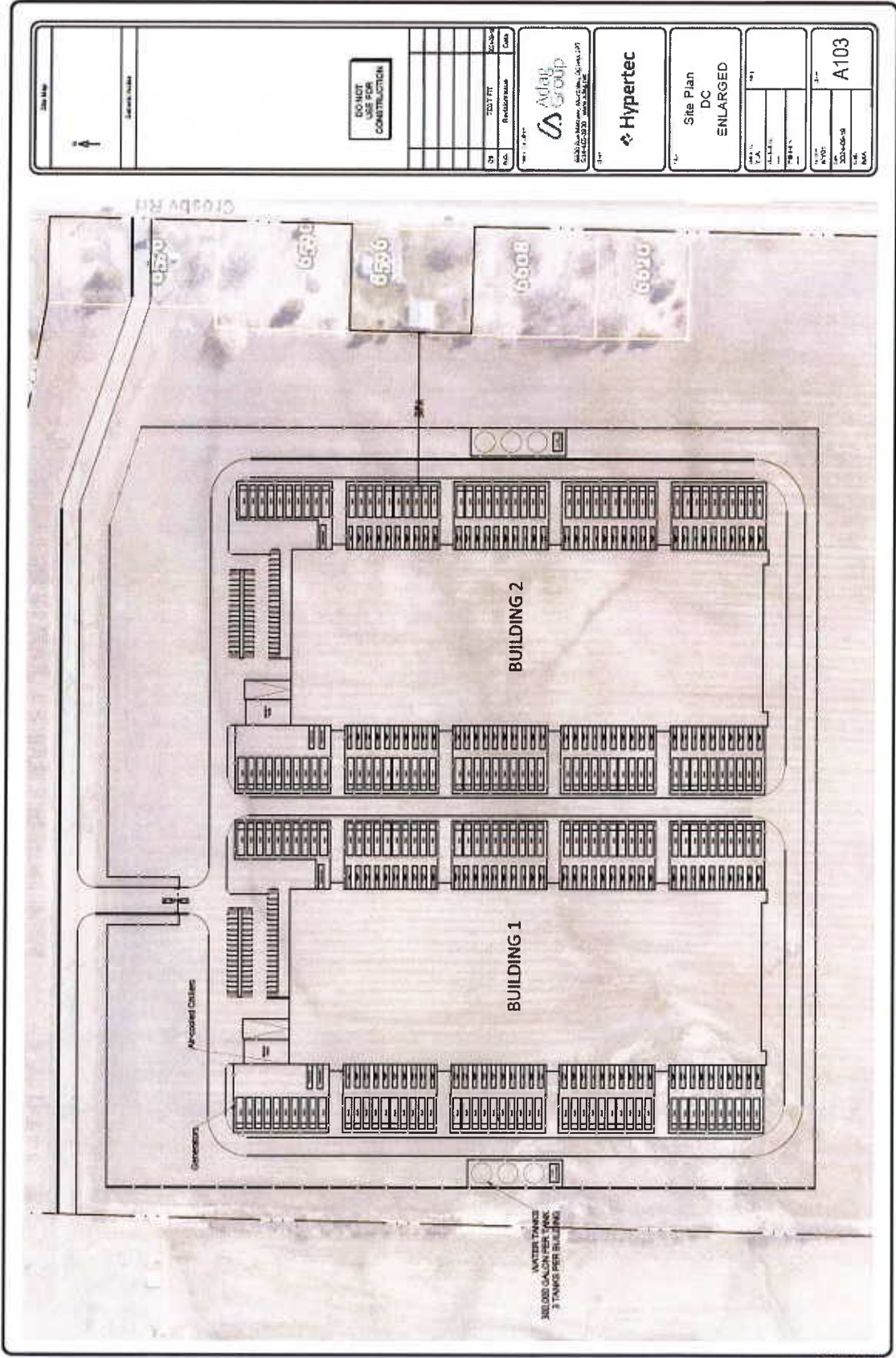
Signature Matthew W. Jackson Title Executive Managing Director



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-78
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Northern Harrier, Short-eared Owl
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No







October 4, 2024

Re: State Environmental Quality Review Act Update for the
Western New York Science & Technology Advanced Manufacturing Park

Dear Interested or Involved Agency:

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, STAMP Sewer Works, Inc. (“SSW”), and STAMP Water Works, Inc. (“SWW”) is developing the Western New York Science & Technology Advanced Manufacturing Park (“STAMP” or the “Project”), 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 (“Site”) in the Town of Alabama, New York (“Town”). STAMP is intended to be an economic development engine, providing opportunities for economic growth unlike any other in the greater Buffalo/Niagara and Rochester regions. At full build out, STAMP will feature 6.1 million square feet of development in a natural, sustainable, campus setting. The development on the Site will accommodate various uses such as technology and manufacturing facilities, tech space, agribusinesses, support facilities, office space and ancillary retail. STAMP was specifically designed to accommodate world-class, high-tech companies and as such, it focuses on attracting large, technology advanced manufacturing tenants, with an emphasis on tenants operating in renewable energy industries.

The GCEDC first analyzed the environmental impacts of the development of the Site, as lead agency, pursuant to the State Environmental Quality Review Act (“SEQRA”), in a process culminating with a Final Generic Environmental Impact Statement (“GEIS”) issued on January 19, 2012. A written Findings Statement (“GCEDC Findings”) was issued on March 12, 2012. In June 2016, and August 2019, SEQRA updates were conducted to analyze various changes to the Project following issuance of the GCEDC Findings (“2016 Modifications” and “2019 Modifications”). The GCEDC, as lead agency, issued written amended findings statements on July 14, 2016 (“2016 GCEDC Findings”) and a SEQRA update on August 6, 2020 (“2020 SEQRA Update”). In February 2021, a SEQRA update was conducted to evaluate the addition of a tenant to the STAMP Site (“2021 SEQRA Update”). Following the 2021 SEQRA Update, GCEDC conducted additional SEQRA analysis in 2022 to evaluate new environmental information relating to the construction of the STAMP wastewater treatment facility, force main, substation, and powerline reroute and issued a negative declaration for the same in July of 2022 (“2022 Negative Declaration”). GCEDC amended the negative declaration in August of 2022 (“2022 First Amended Negative Declaration”) to address concerns raised by the

Tonawanda Seneca Nation (“Nation”) and again in October of 2022 to address changes in construction timing for the powerline reroute (“2022 Second Amended Negative Declaration”). Following the updated review, GCEDC issued another negative declaration and positive findings on February 1, 2023 (the “February 2023 Negative Declaration”). On August 1, 2024, GCEDC issued a Negative Declaration (the “2024 Negative Declaration”) with regards to additional modifications to STAMP infrastructure and the construction of a sewer force main to the Village of Oakfield (the “Oakfield Force Main”) (collectively, the GEIS as amended and updated, together with the negative declarations, are referred to as the “STAMP GEIS”).

Pursuant to SEQRA, GCEDC is now evaluating the proposed construction and operation of a data center project at STAMP (“Project Hydroscale”). Project Hydroscale consists of the construction of two, two-story buildings housing the data center equipment totaling approximately 900,000 square feet across an approximately 43 acre site together with supporting infrastructure. See Exhibit C and Exhibit E.

GCEDC, which has served as the SEQRA lead agency for the Project, is distributing copies of relevant information to assist interested and involved agencies in providing comments to the lead agency about potential adverse environmental impacts associated with Project Hydroscale. This information includes the following:

<u>Exhibit</u>	<u>Description</u>
Exhibit A:	Notice of Intent to Re-Establish Lead Agency
Exhibit B:	List of Interested and Involved Agencies
Exhibit C:	Full Environmental Assessment Form (“EAF”) (Part I) for Project Hydroscale (with attachments thereto)
Exhibit D:	Acknowledgment of GCEDC Re-establishment as Lead Agency to Conduct a Coordinated Review Pursuant to SEQRA for Project Hydroscale
Exhibit E:	Project Hydroscale Application

Reestablishment of GCEDC as Lead Agency

Therefore, the GCEDC now desires to formally re-establish itself as lead agency for this Type I Action pursuant to and in accordance with SEQRA. Accordingly, the GCEDC is providing your agency, board or department with its Notice of Intent to Act as Lead Agency for Project Hydroscale, attached as Exhibit A. All potentially involved agencies are listed on the attached Exhibit B. Also, a copy of the EAF is attached as Exhibit C.

Under SEQRA, potentially involved agencies have thirty (30) days from the date the lead agency package was transmitted to contest the GCEDC’s notice of intent to re-establish itself as lead agency. We request that your agency accept and approve the re-establishment of the GCEDC as lead agency for Project Hydroscale by signing the “Acknowledgment of GCEDC to Re-establish Itself as Lead Agency and Conduct a Coordinated Review Pursuant to SEQRA” form included with this package as Exhibit D. The form may be directed to the GCEDC via fax ((585) 343-0848), via mail (99 MedTech Drive, Suite 106, Batavia, NY 14020), or via e-mail (mmasse@gcedc.com). Any agency that does not respond within 30 days of the date that the lead agency package was transmitted will be deemed to have consented to the re-establishment

of the GCEDC as lead agency for the coordinated environmental review, pursuant to and in accordance with SEQRA, for Project Hydroscale.

Very truly yours,

Genesee County Economic Development Center

By: _____

Mark A. Masse, CPA
President and CEO

cc: Adam Walters, Esq.

Project Hydroscale
List of Potentially Interested and Involved Agencies

The following is a list of potentially interested and involved agencies:

Town of Alabama Town Board
2218 Judge Road
Oakfield, NY 14125
Attn: Robert Crossen, Town Supervisor

Town of Alabama Planning Board
2218 Judge Road
Oakfield, NY 14125
Attn: Carl Kumpf, Planning Board Chairman

Town of Alabama Superintendent of Highways
2218 Judge Road
Oakfield, NY 14125
Attn: Jeffrey Covell

Town of Alabama Fire Department
2230 Judge Road
Basom, NY 14013
Attn: Gary Patnode, Chief

Town of Shelby Superintendent of Highways
4062 Salt Works Road
Medina, NY 14103
Attn: Dale Root

Town of Shelby Town Board
4062 Salt Works Road
Medina, NY 14103
Attn: Scott Wengewicz, Supervisor

Town of Shelby Planning Board
4062 Salt Works Road
Medina, NY 14103
Attn: Kirk Myhill, Chairman

Village of Oakfield Board of Trustees
37 Main St.
Oakfield, NY 14125

Attn: David Boyle, Mayor

Village of Oakfield Planning Board
37 Main St.
Oakfield, NY 14125
Attn: Deborah Deer

Village of Oakfield Department of Public Works
37 Main St.
Oakfield, NY 14125
Attn: Tom Mikolajczyk, supervisor

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

Genesee County Department of Planning
County Building 2
3837 West Main Street Road
Batavia, NY 14020
Attn: Felipe Oltramari, Director

Genesee County Health Department
County Building 2
3837 West Main Street Road
Batavia, NY 14020
Attn: Paul Pettit, Public Health Director

Genesee County Legislature
Old Courthouse
7 Main Street
Batavia, NY 14020
Attn: Rochelle Stein, Chair

Genesee County Department of Public Works
153 Cedar Street #2
Batavia, NY 14020
Attn: Tim Hens, Commissioner of Public Works

Genesee County Water Resources Board
153 Cedar Street #2
Batavia, NY 14020

Attn: Bruno DeFazio, Chair

Genesee County Emergency Management
7690 State Street Road
Batavia, NY 14020
Attn: Timothy Yaeger, Coordinator

County of Orleans
3 South Main Street
Albion, NY 1441-1495
Attn: John C. Welch, Jr., Chief Administrative Officer

Orleans County Department of Health
14016 State Route 31, Suite 101
Albion, NY 14411
Attn: Paul A. Pettit, Director

Orleans County Department of Planning and Development
14016 Route 31 West
Albion, NY 14411
Attn: James R. Bensley AICP, Director

Orleans County Department of Public Works
225 West Academy Street
Albion, NY 14411
John Papponetti, Commissioner of Public Works

Orleans County Soil and Water
446 West Avenue
Albion, NY 14411
Attn: Katie Sommerfeldt, Manager

Orleans County Emergency Management Office
14064 W County House Road
Albion, NY 14411
Attn: Justin Niederhofer, Director

Niagara County Water District
5450 Ernest Road., P.O. Box 315
Lockport, NY 14095-0315
Attn: Jennifer Bieber, Administrative Director

New York State Department of Transportation

5441 East Main Street Road
Batavia, NY 14020
Attn: Dan Stahley, Asst. Resident Engineer

New York State Department of Environmental Conservation
Region 8 Office
6274 E. Avon-Lima Road
Avon, NY 14414-9519
Attn: Thomas Haley, Regional Permit Administrator

New York State Department of Health
Corning Tower
Empire State Plaza
Albany, NY 12237

New York State Office of Parks, Recreation and Historic Preservation
625 Broadway
Albany, NY 12207
Attn: Nancy Herter, Director, Technical Preservation Bureau

New York State Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235
Attn: Bob Somers, Manager Farmland Protection Unit

New York State Power Authority
123 Main Street
Corporate Communications
White Plains, NY 10601-3170
Attn: Justin E. Driscoll, President and CEO

New York State Thruway Authority
Administrative Headquarters
200 Southern Blvd.
Albany, NY 12209
Attn: Elizabeth Novak, Director of Transportation Planning and Environmental Services

Empire State Development Corporation
633 Third Avenue
New York, NY 10017
Attn: Soo Kang, Planning and Environmental Review

New York State Public Service Commission

Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Attn: Hon. Michelle L. Phillips, Secretary to the Commission

Tonawanda Seneca Nation¹
7027 Meadville Road, P.O. Box 795
Basom, NY 14013
Attn: Christine Abrams, TSN Office Administrator

Genesee Gateway Local Development Corporation
99 MedTech Drive, Suite 106
Batavia, NY 14020
Attn: Don Cunningham, Chairman

STAMP Sewer Works, Inc.
99 MedTech Drive, Suite 106
Batavia, NY 14020
Attn: Pete Zeliff, Chairman

STAMP Water Works, Inc.
99 MedTech Drive, Suite 106
Batavia, NY 14020
Attn: Pete Zeliff, Chairman

U.S. Army Corps of Engineers
Buffalo District
478 Main Street
Buffalo, NY 14203
Attn: Lieutenant Colonel Robert Burnham

¹ Note: The Tonawanda Seneca Nation is identified as an Interested Agency for informational purposes only pursuant to the terms of the Stipulation of Settlement and Order entered into between GCEDC and the Tonawanda Seneca Nation in *Tonawanda Seneca Nation v. Hyde*.

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT
NOTICE OF COORDINATED REVIEW AND DECLARATION OF
INTENT TO ACT AS LEAD AGENCY**

October 4, 2024

This notice is issued by the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center (“**GCEDC**” or the “**Agency**”), pursuant to and in accordance with Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended, of the State Environmental Quality Review Act and the regulations adopted pursuant thereto by the New York State Department of Environmental Conservation, being 6 NYCRR Part 617, as amended (collectively “**SEQRA**”).

Project Name: Project Hydroscale

Location: 6840 Crosby Road, Alabama, Genesee County, New York

Classification: Type I: X Unlisted:

Project Description:

The Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Corporation (“**GCEDC**”), in conjunction with the Genesee Gateway Local Development Corporation (“**GGLDC**”), the non-profit real estate affiliate of the GCEDC, STAMP Sewer Works, Inc. (“**SSW**”), and STAMP Water Works, Inc. (“**SWW**”), have been working for more than a decade on the development of the Western New York Science & Technology Advanced Manufacturing Park (“**STAMP**” or the “**Project**”), 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 (“**Site**”) in the Town of Alabama, New York (“**Town**”).

Pursuant to SEQRA, GCEDC is now evaluating the proposed construction and operation of a data center project at STAMP (“**Project Hydroscale**”). Project Hydroscale consists of the construction of two, two-story buildings housing the data center equipment totaling approximately 900,000 square feet across an approximately 43 acre site together with supporting infrastructure.

Notice Details:

The GCEDC first analyzed the environmental impacts of the development of the Site, as lead agency, pursuant to SEQRA, in a process culminating with a Final Generic Environmental Impact Statement (“**GEIS**”) issued on January 19, 2012. A written Findings Statement (“**GCEDC Findings**”) was issued on March 12, 2012. In June 2016, and August 2019, SEQRA updates were conducted to analyze various changes to the Project following issuance of the GCEDC Findings (“**2016 Modifications**” and “**2019**

Modifications”). The GCEDC, as lead agency, issued written amended findings statements on July 14, 2016 (“**2016 GCEDC Findings**”) and a SEQRA update on August 6, 2020 (“**2020 SEQRA Update**”). In February 2021, a SEQRA update was conducted to evaluate the addition of a tenant to the STAMP Site (“**2021 SEQRA Update**”). Following the 2021 SEQRA Update, GCEDC conducted additional SEQRA analysis in 2022 to evaluate new environmental information relating to the construction of the STAMP wastewater treatment facility, force main, substation, and powerline reroute and issued a negative declaration for the same in July of 2022 (“**2022 Negative Declaration**”). GCEDC amended the negative declaration in August of 2022 (“**2022 First Amended Negative Declaration**”) to address concerns raised by the Tonawanda Seneca Nation (“**Nation**”) and again in October of 2022 to address changes in construction timing for the powerline reroute (“**2022 Second Amended Negative Declaration**”). Following the updated review, GCEDC issued another negative declaration and positive findings on February 1, 2023 (the “**February 2023 Negative Declaration**”). On August 1, 2024, GCEDC issued a Negative Declaration (the “**2024 Negative Declaration**”) with regards to additional modifications to STAMP infrastructure and the construction of a sewer force main to the Village of Oakfield (the “**Oakfield Force Main**”) (collectively, the GEIS as amended and updated, together with the negative declarations, are referred to as the “**STAMP GEIS**”).

Interested and Involved Agencies for the STAMP Project include the following: Town of Alabama Town Board; Town of Alabama Planning Board; Town of Alabama Superintendent of Highways; Town of Alabama Fire Department; Town of Shelby Superintendent of Highways; Town of Shelby Town Board; Town of Shelby Planning Board; Village of Oakfield Board of Trustees; Village of Oakfield Planning Board; Village of Oakfield Department of Public Works; Town of Oakfield Town Board; Genesee County Department of Planning; Genesee County Health Department; Genesee County Legislature; Genesee County Highway Department; Genesee County Water Resources Board; Genesee County Emergency Management; County of Orleans; Orleans County Department of Health; Orleans County Department of Planning and Development; Orleans County Highway Superintendent; Orleans County Soil and Water; Orleans County Emergency Management Office; Niagara County Water District; New York State Department of Transportation; New York State Department of Environmental Conservation; New York State Department of Health; New York State Office of Parks, Recreation and Historic Preservation; New York State Department of Agriculture and Markets; New York State Power Authority; New York State Thruway Authority; Empire State Development Corporation; Tonawanda Seneca Nation; Genesee Gateway Local Development Corporation; STAMP Sewer Works, Inc.; STAMP Water Works, Inc.; U.S. Army Corps of Engineers.

Action Requested:

Under SEQRA, potentially involved agencies have thirty (30) days from the date the lead agency package was transmitted to contest the GCEDC’s notice of intent to re-establish itself as lead agency. We request that your agency accept and approve the re-establishment of the GCEDC as lead agency for the Project by signing the

"Acknowledgment of GCEDC to Re-establish Itself as Lead Agency and Conduct a Coordinated Review Pursuant to SEQRA" form included with this package. The form may be directed to the GCEDC via fax ((585) 343-0848), via mail (99 MedTech Drive, Suite 106, Batavia, NY 14020), or via e-mail (mmasse@gcedc.com). Any agency that does not respond within 30 days of the date that the lead agency package was transmitted will be deemed to have consented to the re-establishment of the GCEDC as lead agency for the coordinated environmental review, pursuant to and in accordance with SEQRA, for Project Hydroscale.

For Further Information

Contact:

Genesee County Economic Development Center
99 MedTech Drive
Suite 106
Batavia, NY 14020
ATTN: Mark A. Masse, CPA, President and CEO
Phone: (585) 343-4866, ext. 17
Toll free: (877) 343-4866
Fax: (585) 343-0848

To: All Involved Agencies

October 4, 2024

Acknowledgment of the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center ("GCEDC") Re-establishment as Lead Agency to Conduct a Coordinated Review Pursuant to the New York State Environmental Quality Review Act for Project Hydroscale

Project: Project Hydroscale

Location: 6840 Crosby Road, Alabama, Genesee County, New York

The _____ consents to the designation of the GCEDC as the lead agency for the above referenced project.

Completed by (Agency Representative)	Agency	Date

This notice has been provided to the following Potentially Interested and Involved Agencies:

1. Town of Alabama Town Board
2. Town of Alabama Planning Board
3. Town of Alabama Superintendent of Highways
4. Town of Alabama Fire Department
5. Town of Shelby Superintendent of Highways
6. Town of Shelby Town Board
7. Town of Shelby Planning Board
8. Village of Oakfield Board of Trustees
9. Village of Oakfield Planning Board
10. Village of Oakfield Department of Public Works
11. Town of Oakfield Town Board
12. Genesee County Department of Planning
13. Genesee County Health Department
14. Genesee County Legislature
15. Genesee County Highway Department
16. Genesee County Water Resources Board
17. Genesee County Emergency Management
18. County of Orleans

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19. Orleans County Department of Health
20. Orleans County Department of Planning and Development
21. Orleans County Highway Superintendent
22. Orleans County Soil and Water
23. Orleans County Emergency Management Office
24. Niagara County Water District
25. New York State Department of Transportation
26. New York State Department of Environmental Conservation
27. New York State Department of Health
28. New York State Office of Parks, Recreation and Historic Preservation
29. New York State Department of Agriculture and Markets
30. New York State Power Authority
31. New York State Thruway Authority
32. Empire State Development Corporation
33. Tonawanda Seneca Nation
34. Genesee Gateway Local Development Corporation
35. STAMP Sewer Works, Inc.
36. STAMP Water Works, Inc.
37. U.S. Army Corps of Engineers

For Further Information Contact: Genesee County Economic Development Center
99 MedTech Drive
Suite 106
Batavia, NY 14020
ATTN: Mark A. Masse, CPA, President and CEO
Phone: (585) 343-4866, ext. 17
Toll free: (877) 343-4866
Fax: (585) 343-0848

Review of Drainage Easement for Edwards Vacuum project

Discussion: Phillips Lytle has prepared for the GCEDC a Drainage Easement that Edwards requires, and GCEDC would grant a permanent easement for (i) construction and maintenance of a stormwater drainage system, (ii) permitting the drainage and/or flow of stormwater and surface water runoff discharging from the Edwards Property, and (iii) ingress and egress to perform the foregoing activities over and through a portion of the GCEDC Property.

Fund Commitment: None.

Committee Action Request: Recommend approval of Drainage Easement.

STORMWATER DRAINAGE EASEMENT AGREEMENT

THIS STORMWATER DRAINAGE EASEMENT AGREEMENT (this “Agreement”) is made this ___ date of _____, 2024, by and between Genesee County Economic Development Center, a public benefit corporation duly existing under the laws of the State of New York, with offices at 99 MedTech Drive, Suite 106, Batavia, New York 14020 (“GCEDC”), and Edwards Vacuum LLC, a Delaware limited liability company duly organized and validly existing under the laws of the State of New York, with offices at 6416 Inducon Drive, Sanborn, New York 14132 (“Edwards”; GCEDC and Edwards are sometimes hereinafter referred to, collectively, as the “Parties”).

RECITALS

WHEREAS, GCEDC is the owner of certain real property described on Exhibit A to this Agreement (the “GCEDC Property”).

WHEREAS, Edwards is the owner of certain real property described on Exhibit B to this Agreement (the “Edwards Property”).

WHEREAS, Edwards requires, and GCEDC has agreed to grant, a permanent easement for (i) construction and maintenance of a stormwater drainage system, (ii) permitting the drainage and/or flow of stormwater and surface water runoff discharging from the Edwards Property, and (iii) ingress and egress to perform the foregoing activities over and through a portion of the GCEDC Property.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the foregoing facts, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Stormwater Drainage Easement to Edwards: GCEDC does hereby grant to Edwards, its successors and assigns, a permanent easement over, under and along a portion of the GCEDC Property as more particularly described in Exhibit “C”, attached hereto and made a part hereof, and as depicted on the map attached hereto as Exhibit “E” and made a part hereof (the “Drainage Easement Area”), to construct, reconstruct, replace, maintain, operate, repair, and/or remove a stormwater drainage system and related facilities together with the right to clean, shape, enlarge and relocate ditches, streams and stream beds and to excavate and refill ditches and/or trenches for drainage and flood control purposes with all necessary pipelines, manholes, sewers, ditches, swales, channels, fittings, connections and appurtenances to be used in connection therewith (hereinafter, the “Drainage System”), and to make such excavations and to perform such work within, above, beneath and adjacent to the Drainage Easement Area and to conduct such tests and inspections thereof as may be deemed necessary by Edwards. Edwards shall provide written notice to GCEDC, in accordance with Section 11 of this Agreement, prior accessing the Drainage Easement Area, which access shall not unreasonably withheld, conditioned or delayed by GCEDC.

2. Temporary Construction and Permanent Maintenance Easement to Edwards: GCEDC further grants and conveys to Edwards a temporary construction easement and right-of-way upon GCEDC's Property contiguous to the Drainage Easement Area and further, a permanent right of access to and of ingress and egress to and from, over, under and upon a portion of the GCEDC Property as more particularly described in Exhibit "D", attached hereto and made a part hereof, and as depicted on the map attached hereto as Exhibit "E" and made a part hereof (the "Construction Easement Area"; the Drainage Easement Area and the Construction Easement Area are sometimes referred to hereinafter, collectively, as the "Easement Area"), at any time for all purposes hereinbefore set forth and incidental thereto, including the right from time to time to enter upon the Construction Easement Area with men, materials and equipment and further the right to trim, cut and remove trees, excess earth, brush and other physical obstructions thereon to remove debris, dams and other vegetation, and to plant and maintain seedlings and other plantings in order to control erosion. The temporary easement and right-of-way shall continue until such time as Edwards's required activities within the Construction Easement Area have been completed.

3. GCEDC shall have the right, but not the obligation, to discharge stormwater from the GCEDC Property to the Drainage System. GCEDC shall, at its expense, comply with all applicable federal, state and local laws, rules, regulations and ordinances relating to any discharge from the GCEDC Property to the Drainage System.

4. Edwards shall be solely responsible for obtaining all permits, licenses, or any other approvals necessary to construct and operate the Drainage System, at Edwards's sole cost and expense. In no event shall GCEDC be deemed responsible for obtaining or complying with the requirements of any such permits, licenses, or approvals.

5. Edwards shall, at Edwards's sole cost and expense, repair any damage to the Easement Area or the GCEDC Property caused by or arising out of the exercise of the rights granted under this Agreement. Edwards does hereby agree to indemnify and hold harmless GCEDC, its agents, employees, grantees, successors or assigns, from any third-party claims for personal injury or property damage resulting from the exercise of its rights under this Agreement, except such damages as are due to the gross negligence or willful misconduct of GCEDC, its agents, employees, grantees, successors or assigns. Edwards further agrees to indemnify and hold harmless GCEDC, its agents, employees, grantees, successors or assigns from any claims, damages, penalties, fines, or other enforcement actions by any federal, state, or local agency relating to Edwards's construction and/or operation of the Drainage System.

6. GCEDC shall have the right to use, reconfigure, or improve GCEDC's Property including without limitation, the Drainage Easement Area; provided that such use shall not unreasonably interfere with, obstruct or endanger any of Edwards's rights granted under this Agreement. GCEDC reserves the right to grant other easements and rights-of-way on, through, over or under GCEDC's Property including without limitation, the Drainage Easement Area provided that such easements and rights-of-way do not unreasonably interfere with, obstruct or endanger any of Edwards's rights granted under this Agreement.

7. Edwards's exercise of its rights under this Agreement shall not interfere with GCEDC's business operations on GCEDC's Property. Edwards shall not block or interfere with

access to GCEDC's Property.

8. As partial consideration for the grant of the rights contained herein, Edwards agrees to pay GCEDC's costs associated with the preparation and review of this Agreement, provided however that such costs shall not exceed five thousand dollars (\$5,000).

9. Nothing contained in this Agreement shall be or be deemed to be a dedication for public use of the Easement Area and all rights created by this Agreement are private and do not constitute a grant for public use. Nothing contained in this Agreement is intended to confer upon any person, other than the Parties, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10. All notices required or permitted to be given hereunder shall be in writing, delivered by email, or mailed postage or fees prepaid by certified mail, or by express mail service, return receipt requested, addressed to the mailing, email addresses given herein and shall be effective upon the date listed on the return receipt, or of delivery of the email. The Parties shall be responsible for notifying each other of any change of address or facsimile number or email address. This Agreement and any notices hereunder may be executed and delivered by facsimile, email, or other form of electronic transmission, with such electronic copy being deemed an original. Notices shall be directed as follows:

To GCEDC:

Attention: _____
E-mail: _____

with copy to:

Attention: _____
E-mail: _____

To Edwards:

Attention: _____
E-mail: _____

with a copy to:

Attention: _____
E-mail: _____

11. The easements contained in this Agreement shall be perpetual in nature, shall in all

respects run with the land, shall inure to the benefit of the parties hereto, their distributees, successors, assigns and grantees and is created for the benefit of the Edwards Property.

12. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. This Amendment may not be changed or terminated nor may any of its provisions be waived orally, but only by an agreement signed by the party against whom enforcement of such change, termination or waiver is sought.

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

14. A waiver of any of the terms and conditions hereof shall not be deemed a continuing waiver, but shall apply solely to the instance to which the waiver is directed. No waiver of any of the terms of this Agreement shall be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.

15. Any section or paragraph headings contained in this Agreement are used only as a matter of convenience and reference and are in no way intended to define, limit, expand, or describe the scope of this Agreement.

16. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. This Agreement may be executed in several counterparts, all of which together shall constitute one (1) document binding on all of the parties hereto, notwithstanding that all of the parties have not signed the same counterpart. The parties may exchange by PDF or e-mail counterparts of the signature pages, which shall be effective as original signature pages for all purposes.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EDWARDS VACUUM LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____) ss.:

On this ____ day of _____, 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GCEDC

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____) ss.:

On this _____ day of _____, 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

Legal Description of GCEDC Property

EXHIBIT "B"

Legal Description of Edwards Property

EXHIBIT "C"

Legal Description of Drainage Easement Area

EXHIBIT "D"

Legal Description of Construction Easement Area

EXHIBIT "E"

Map of Easement Area
