

**Genesee County Economic Development Center
Meeting Agenda**

Thursday, September 5, 2024

Location: 99 MedTech Drive, Innovation Zone

PAGE #

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|--|-------------|---|---------------|
| | 1.0 | Call to Order | 4:00pm |
| | 1.1 | Enter Executive Session | 4:00pm |
| | | Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: | |
| | | 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. | |
| | | 2. Discussions regarding proposed, pending, or current litigation. | |
| | 1.2 | Enter Public Session | 4:40pm |
| | 2.0 | Chairperson's Report & Activities | 4:40pm |
| | 2.1 | Upcoming Meetings:
Next Scheduled Board Meeting: Thursday, October 3rd at 4 p.m.
Audit & Finance Committee Meeting: Tuesday, October 1 st at 8:30 a.m.
STAMP Committee Meeting: Wednesday, October 2 nd at 8 a.m.
Strategic Planning Session: Monday, September 23 rd at 8:30 a.m. | |
| | 2.2 | Agenda Additions / Deletions / Other Business **Vote | |
| | 2.3 | Minutes: August 1, 2024 **Vote | |
| | 3.0 | Report of Management – | 4:45pm |
| | 3.1 | GE Bergen, LLC Update **Vote – M. Masse | |
| | 3.2 | FFP Leroy Project 1 – Final Resolution | |
| | | a. UTEP **Vote – M. Masse | |
| | | b. Final Resolution **Vote – M. Masse | |
| | 3.3 | FFP Leroy Project 2 – Final Resolution | |
| | | a. UTEP **Vote – M. Masse | |
| | | b. Final Resolution **Vote – M. Masse | |
| | 3.4 | GSPP Route 262, LLC – Assignment Authorization **Vote – M. Masse | |
| | 3.5 | Rochester Davis Fetch Corp – Initial Resolution **Vote – M. Masse | |
| | 4.0 | Audit & Finance Committee – K. Manne | 5:00pm |
| | 4.1 | July 2024 Financial Statements **Vote | |
| | 4.2 | 2025 GCEDC Budget **Vote | |
| | 4.3 | Consulting Agreement with Bellwether Advisors, LLC **Vote | |
| | 5.0 | Governance & Nominating Committee – C. Yunker | 5:20pm |
| | 5.1 | Nothing at this time. | |
| | 6.0 | STAMP Committee – P. Zeliff | 5:20pm |
| | 6.1 | Cost Reimbursement Agreement with National Grid **Vote | |
| | 6.2 | Asset Purchase Agreement for Substation **Vote | |
| | 6.3 | Amendment to Contract with CC Environment & Planning **Vote | |
| | 7.0 | Employment & Compensation Committee – M. Gray | 5:30pm |
| | 7.1 | Nothing at this time. | |
| | 8.0 | Housing Committee – P. Battaglia | 5:30pm |
| | 8.1 | Nothing at this time. | |
| | 9.0 | Other Business | 5:30pm |
| | 9.1 | Nothing at this time. | |
| | 10.0 | Adjournment | 5:30pm |

2-16

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18-20

21-22

23-43

44-46

47-48

49-69

70-73

74-86

87-89

90-104

105-109

110-122

123-126

127-131



**GCEDC Board Meeting
Thursday, August 1, 2024
Location: 99 MedTech Drive, Innovation Room
3:00 PM**

GCEDC MINUTES

Attendance

Board Members: K. Manne, C. Kemp, P. Battaglia, C. Yunker, P. Zeliff
Staff: M. Masse, L. Farrell, E. Finch, P. Kennett, L. Casey, J. Krencik, C. Suozzi
Guests: M. Brooks (GGLDC Board Member), G. Torrey (GGLDC Board Member), J. Tretter (GGLDC Board Member), D. Cunningham (GGLDC Board Member), S. Maier (Harris Beach), R. Gaenzle (Harris Beach/Video Conference), M. Fitzgerald (Phillips Lytle/Video Conference)
Absent: M. Clattenburg, M. Gray

1.0 Call to Order

P. Zeliff called the meeting to order at 3:00 p.m. in the Innovation Zone.

1.1 Enter Executive Session

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 3:01 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.
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 3:31 p.m., seconded by C. Kemp and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, September 5th at 4:00 p.m.

Audit & Finance Committee Meeting: Tuesday, September 3rd at 8:30 a.m.

STAMP Committee Meeting: Wednesday, September 4th at 8:00 a.m.

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

2.3 Minutes: July 11, 2024 –

C. Yunker made a motion to accept the July 11, 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. Zelif -	Yes
M. Clattenburg –	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 Graham Corporation – Final Resolution – Graham Corporation is planning to expand its location in the City of Batavia. The \$17.6 million project consists of a 28,867 sq. ft. expansion for a new commercial production facility intended to reduce design and manufacturing costs and improve ship capabilities for their US defense sector. This was an amended application from what the Board previously approved.

The project will include a new building as well as new manufacturing equipment to grow Graham Corporation's workforce and production capabilities. The project proposes creating 24 new full-time equivalent (FTE) positions and retaining 340 FTEs.

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

A public hearing was held on July 17, 2024. There was no public comment at this time.

3.1a 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.

3.1b Final Resolution -

Resolution No. 08/2024 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE SUPPLEMENTAL PUBLIC HEARING HELD BY THE AGENCY ON JULY 17, 2024, WITH RESPECT TO THE GRAHAM CORPORATION (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; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, AMENDED AND RESTATED

LEASE AGREEMENT, AMENDED AND RESTATED LEASEBACK AGREEMENT, TAX AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

P. Battaglia made a motion to accept Final Resolution #8/2024-01, authorizing the incentives as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

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

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

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

The project is pending subject to receiving Empire State Development incentives.

A public hearing was held on June 25, 2024. The minutes from this public hearing were included with the Board meeting materials.

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.

3.2b Final Resolution –

Resolution No. 08/2024 - 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 JUNE 25, 2024, WITH RESPECT TO THE GE BERGEN OWNER, 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, (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF NEW YORK STATE; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE

AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

C. Yunker made a motion to accept Final Resolution #8/2024-02, authorizing the incentives as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

The Board voted on agenda items 3.3 and 3.4 collectively. The approval for these items follows agenda item 3.4.

3.3 FFP NY Leroy Project 1 – Initial 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.

Resolution No. 08/2024 - 03

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF FFP NY LEROY PROJECT 1, LLC 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.

3.4 FFP NY Leroy Project 2 – Initial 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.

Resolution No. 08/2024 - 04

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF FFP NY LEROY PROJECT 2, LLC 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.

P. Battaglia made a motion to approve Initial Resolution #08/2024-03 and Initial Resolution #08/2024-04, authorizing the acceptance of the project applications and scheduling of the public hearings as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

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

The item was approved as presented.

3.5 Batavia Solar – Assignment Authorization – 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.

Resolution No. 08/2024 - 05

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 BATAVIA SOLAR, LLC AND AFFILIATES (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.

C. Yunker made a motion to accept Assignment Authorizing Resolution #08/2024-05, authorizing the transfer of the PILOT as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

4.0 Audit & Finance Committee

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

- Accounts Receivable increased for the monthly accrual amounts for the MedTech Centre Property Management Fee and Economic Development Support Grant that is due from the GGLDC quarterly.
- Interest Receivable increased. We are recording interest receivable for those CDs that give interest at the end of the three-month CD as opposed to monthly.
- Unearned revenue decreased. GURFs were submitted in June for the \$33M and \$8M ESD grants. Grant income and the corresponding expenditures were recognized accordingly.
- On the P&L, we received an origination fee of about \$18,000 from LNK Holdings Inc, which closed in June.
- General and Admin includes the \$560K commitment fee for the FAST NY award that was paid in June when the GDA was signed.
- We anticipate receiving the initial deposit of \$39.2M into the \$56M FAST NY imprest account soon. This is the amount that we anticipate spending in the next 12 months based on cash projections that were provided to ESD.

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

K. Manne made a motion to approve the June 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 -	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

4.2 2025 Budget Timeline – The 2025 Budget is due to the County Manager on September 6th. The next Board meeting is on September 5th. If any Board members foresee any issues with attending the next Board meeting, they were asked to notify staff as soon as possible so that arrangements can be made to have the budget approved timely.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zeliff

6.1 SEQR Approval Resolution – M. Masse presented the SEQR Resolution that includes updates that were not originally contemplated under the original Environment Impact Study (EIS). These updates include the remainder of the Crosby Road rebuild, the potential roundabout of the intersection of Lewiston and Crosby, a water tank that will help serve fire suppression needs for Edwards, and a force main to handle sanitary sewer to Oakfield.

The GCEDC sent letters indicating their intent to maintain lead agency status to all interested and involved parties about a month ago. A letter was received from the Tonawanda Seneca Nation

in response. No other agencies have replied to that letter, but the Nation indicated that they did not want the GCEDC to serve as lead agency for the review. M. Fitzgerald stated that the GCEDC would be the most able entity to implement any mitigation, control development and is the best agency to serve as lead agency. While we appreciate the correspondence, the recommendation would be that the GCEDC proceed as the lead agency. The Resolution goes through all the relevant areas of environmental concern, and it concludes that there are no new significant adverse impacts from the proposed developments.

The resolution included with the meeting materials includes the timeline and record of previous action taken on SEQR by the GCEDC as Lead Agency. The resolution also describes the scope of the items analyzed under this SEQR review and outlined by M. Masse above.

Having considered the Environmental Information, STAMP Environmental Record, and having considered the relevant environmental impacts, associated with the Current Proposed STAMP Development, and having weighed and balanced the relevant impacts with social, economic and other considerations, the Agency recertifies that:

- (i) The requirements of 6 N.Y.C.R.R. Part 617 have been met; and
- (ii) Consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the Project remains one which avoids or minimizes adverse environmental effects to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

Fund commitment: None.

Committee action request: Recommend to the full Board that the Agency adopt by a majority vote the Negative Declaration (as defined in 6 N.Y.C.R.R. 617.2(y)), and is issued by the Agency pursuant to and in accordance with SEQRA, shall take effect immediately.

Resolution No. 08/2024 - 06

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER TO ISSUE A NEGATIVE DECLARATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT CONCERNING CERTAIN INFRASTRUCTURE MODIFICATION AT THE WESTERN NEW YORK SCIENCE & TECHNOLOGY ADVANCED MANUFACTURING PARK

This was recommended for approval by the Committee.

C. Yunker made a motion to authorize SEQR Approval Resolution #08/2024-06 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

6.2 CPL Contract Force Main to Oakfield – The Edwards Genesee project needs the design, engineering and construction of certain onsite utilities to support their new facility at STAMP. These improvements will include roadways, water lines, an onsite water storage tank and wastewater lines.

Fund Commitment: \$1,961,925 from the \$56M NYS award or GCEDC matching funds.

Committee Action Request: Recommend approval of the proposal from Clark Patterson Lee to prepare the design, engineering and permitting for a force main to the Oakfield WWTF.

A. Kosa from CPL reviewed the contract in detail at the STAMP Committee meeting.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the CPL Contract Force Main to Oakfield not to exceed \$1,961,925 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

6.3 CPL Contract for Onsite Water Tank – The Edwards Genesee project needs the design, engineering and construction of certain onsite utilities to support their new facility at STAMP. These improvements will include roadways, water lines, an onsite water storage tank and wastewater lines.

Fund Commitment: \$316,470 from the \$56M NYS award or GCEDC matching funds.

Committee Action Request: Recommend approval of the proposal from Clark Patterson Lee to prepare the design, engineering, bid packages and construction inspection for a 500,000-gallon water storage tank to support Edwards, Plug and other tenants at the STAMP site.

A. Kosa from CPL reviewed the contract in detail at the STAMP Committee meeting.

Also at the Committee meeting, P. Zeliff asked if it would be advantageous to the County's water problems to have a flow through tank in the system. P. Zeliff requested that CPL meet with the Town of Batavia and the County to review and investigate the way that the tank is constructed to potentially alleviate some of the County's water issues. Essentially, requesting that the Town of Batavia approves the method that is ultimately chosen.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the CPL Contract for the Onsite Water Tank not exceed \$316,470, contingent upon Town of Batavia approval as outlined above; the motion was seconded by P. Battaglia. Roll call resulted as follows:

DRAFT

P. Battaglia - Yes
K. Manne - Yes
M. Clattenburg – Absent
C. Kemp - Yes

C. Yunker - Yes
P. Zeliff - Yes
M. Gray - Absent

The item was approved as presented.

6.4 Cost Reimbursement Agreement with NYPA - Included in the meeting materials is a Cost Reimbursement Agreement (CRA) with NYPA for the review of the design and engineering for the control house on the NYPA side of the substation at the STAMP site. Operating Funds will be used to reimburse the GCEDC as NYPA will not start any work until they receive funds.

Fund commitment: \$250,000 included in the \$56 million; however, operating funds will be used to pay NYPA now. The GCEDC will be reimbursed from the \$56M FAST NY grant when funds are available.

Committee action request: Recommend approval to sign CRA not to exceed \$ 250,000.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve 1) the Cost Reimbursement Agreement and 2) payment to NYPA not to exceed \$250,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia - Yes
K. Manne - Yes
M. Clattenburg – Absent
C. Kemp - Yes

C. Yunker - Yes
P. Zeliff - Yes
M. Gray - 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 3:47 p.m., which was seconded by K. Manne and passed unanimously.



Project Name: Graham Corporation

Board Meeting Date: July 11, 2024

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

PROJECT DESCRIPTION:

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

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

The project proposes creating 24 new full-time equivalent (FTE) positions and retain 367 FTEs.

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

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

Project details: The project is planning on creating 24 direct jobs between \$75,000-85,000 annual plus benefits and retaining 367 FTE's.

Board Discussion: None.

C. Yunker made a motion to concur with Criteria #1; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion: None.

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

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

The item was approved as presented.

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

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

Project details: N/A

Board Discussion: N/A

Board Concurrence: N/A

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

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

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

Board Discussion: None.

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

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

The item was approved as presented.

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

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

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

Board Discussion: None.

C. Yunker made a motion to concur with Criteria #5; 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 -	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion: None.

C. Yunker made a motion to concur with Criteria #6; 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 -	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:



Project Name: GE Bergen Owner, LLC

Board Meeting Date: June 6, 2024

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

PROJECT DESCRIPTION:

GE Bergen Owner, LLC is building a 196,000 sf facility at Apple Tree Acres in Bergen.

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

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

The project is pending subject to receiving Empire State Development incentives.

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 60 direct jobs between \$35,000-100,000 annual plus benefits and retaining 140 FTE's.

Board Discussion: None.

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

Roll call resulted as follows:

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

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with an investment of \$43.6M and construct a new 196,000 sq. ft. facility.

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Board Discussion: None.

**C. Yunker made a motion to concur with Criteria #2; 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 -	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

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

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

Project details: N/A

Board Discussion: None.

**C. Yunker made a motion to concur with Criteria #3; 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 -	Absent	M. Gray -	Absent
C. Kemp -	Yes		

The item was approved as presented.

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 \$41,102,021 (\$39,464,662 in payroll and \$1,637,360 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$13 into the local economy.

Board Discussion: None.

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

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

P. Zelif - Yes
M. Gray - Absent

The item was approved as presented.

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

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

Project details: Yes, it in the Agri-Business and Manufacturing Industries.

Board Discussion: None.

C. Yunker made a motion to concur with Criteria #5; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia - Yes
K. Manne - Yes
M. Clattenburg – Absent
C. Kemp - Yes

C. Yunker - Yes
P. Zelif - Yes
M. Gray - Absent

The item was approved as presented.

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

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

Project details: The project is planning to begin construction in the fall 2024 and be operational by 2026.

Board Discussion: None.

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

P. Battaglia - Yes
K. Manne - Yes
M. Clattenburg – Absent
C. Kemp - Yes

C. Yunker - Yes
P. Zelif - Yes
M. Gray - Absent

The item was approved as presented.

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

GCEDC Board Meeting

Report of Management

September 5, 2024

GCEDC origination fee term for GE Bergen project at Apple Tree

At last month's board meeting, GE Bergen's GCEDC application for incentives did not include a 4-year term on GCEDC's origination fee.

It was agreed that GCEDC would term out their origination fee over 4 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, GE Bergen, thus staff proceeded to process the application without the term for origination fee.

Apparently, GE Bergen received communication from Oxbo that this term was agreed upon and thought it was already in motion and did not suggest the application fee be termed over 4 years.

Thus, a communication breakdown between all parties.

Action Request: Recommend Board approval of a 4-year term as presented below for GCEDC's origination fee for GE Bergen.

Initial Payment (Year 0) : \$145,000 + legal

Year 1: \$100,000

Year 2: \$100,000

Year 3: \$100,000

Year 4: \$100,000

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7/24/24*

Customer Information

Potential Customer:	FFP NY Leroy Project1, LLC	Opportunity Type:	Attraction
Project Street Address:	8518 Lake Street Road	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	//LeRoy	Type of Project:	Attraction
Project Description:	5 MW Community Solar	New Jobs:	N/A
Total Capital Investment:	\$13,541,127	Retained Jobs:	N/A
Incentive Amount:	\$1,919,009	School District:	LeRoy
Benefited Amount:	\$13,541,127	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:	Other Date of Public Hearing: TBD
Initial Acceptance Date:	8/1/2024 Inducement Date: TBD

Opportunity Summary: 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.

Economic Impact: The 5 MW solar farm will generate \$566,261 in combined PILOT payments, host payments, and increases to real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates to a fiscal impact rate of return based on the original property taxes of \$23.74 to 1.

Project Detail (Total Capital Investment)

Equipment (non-taxable):	\$12,474,765
Other (Development, Permits, Legal, Interconnection, etc.):	\$1,066,362
Total Capital Investment:	\$13,541,127

Estimated Benefits Provided

Sales Tax Exempt:	\$1,083,290
Property Tax Exempt:	\$835,719
Total Estimated Tax Incentives Provided:	\$1,919,009

Total Amount Finance: \$13,541,127

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Project:	Route 19 N&W	Town of Leroy
Capex:	\$ 13,541,127 ✓	Savings
Sales Taxable (est.)	\$ 13,541,127 ✓	\$ 1,083,290 ✓
Mortgage (est.)		\$ - 1% of 1.25%
Property Tax	below	\$ 835,719
Total		\$ 1,919,009

Note: Includes Town Host Agreement

	Fixed \$ per MW AC	MW AC	from Assessor Assessed Value	Assessed Value Per MW	Increase in PILOT Payment + Host Divided by Current Property
Escalator	\$ 4,000	5.0	\$ 450,000.00	\$ 2,250,000	
	2.0%				
					Fiscal Impact ROI \$ 566,261 ✓ \$ 23.74 ✓

Year of Exemption	tax rate:	\$ 1.09	\$ 10.54	\$ 23.38	\$ 35.01					
	Fixed Payment \$4000 per MW	Town of Leroy	Genesee County	Leroy School	Total Payments	Increase in property taxes due to loss of ag exemption	Total PILOT payments and property taxes to be received	Current property taxes	Total Payments to municipality upon project completion	
1	\$ 20,000	\$ 623	\$ 6,021	\$ 13,356	\$ 20,000	\$ 3,164	\$ 23,164	\$ 1,590	\$ 24,754	
2	\$ 20,400	\$ 635	\$ 6,142	\$ 13,623	\$ 20,400	\$ 3,164	\$ 23,564	\$ 1,590	\$ 25,154	
3	\$ 20,808	\$ 648	\$ 6,264	\$ 13,896	\$ 20,808	\$ 3,164	\$ 23,972	\$ 1,590	\$ 25,562	
4	\$ 21,224	\$ 661	\$ 6,390	\$ 14,174	\$ 21,224	\$ 3,164	\$ 24,388	\$ 1,590	\$ 25,978	
5	\$ 21,649	\$ 674	\$ 6,517	\$ 14,457	\$ 21,649	\$ 3,164	\$ 24,813	\$ 1,590	\$ 26,403	
6	\$ 22,082	\$ 687	\$ 6,648	\$ 14,746	\$ 22,082	\$ 3,164	\$ 25,245	\$ 1,590	\$ 26,836	
7	\$ 22,523	\$ 701	\$ 6,781	\$ 15,041	\$ 22,523	\$ 3,164	\$ 25,687	\$ 1,590	\$ 27,277	
8	\$ 22,974	\$ 715	\$ 6,916	\$ 15,342	\$ 22,974	\$ 3,164	\$ 26,138	\$ 1,590	\$ 27,728	
9	\$ 23,433	\$ 730	\$ 7,055	\$ 15,649	\$ 23,433	\$ 3,164	\$ 26,597	\$ 1,590	\$ 28,187	
10	\$ 23,902	\$ 744	\$ 7,196	\$ 15,962	\$ 23,902	\$ 3,164	\$ 27,066	\$ 1,590	\$ 28,656	
11	\$ 24,380	\$ 759	\$ 7,340	\$ 16,281	\$ 24,380	\$ 3,164	\$ 27,544	\$ 1,590	\$ 29,134	
12	\$ 24,867	\$ 774	\$ 7,487	\$ 16,607	\$ 24,867	\$ 3,164	\$ 28,031	\$ 1,590	\$ 29,622	
13	\$ 25,365	\$ 790	\$ 7,636	\$ 16,939	\$ 25,365	\$ 3,164	\$ 28,529	\$ 1,590	\$ 30,119	
14	\$ 25,872	\$ 806	\$ 7,789	\$ 17,278	\$ 25,872	\$ 3,164	\$ 29,036	\$ 1,590	\$ 30,626	
15	\$ 26,390	\$ 822	\$ 7,945	\$ 17,623	\$ 26,390	\$ 3,164	\$ 29,553	\$ 1,590	\$ 31,144	
Total	\$ 345,868	\$ 10,768	\$ 104,126	\$ 230,974	\$ 345,868	\$ 47,458	\$ 393,326	\$ 23,852	\$ 417,179	

* no Pilots on Ad Valerom Taxes

The value of Ag Exemption elimination due to permanent conversion of farm land	
Town Tax Rate	\$ 1.09
Total tilable acres	56.25
Solar acres	36
Total Ag Exemption	\$ 141,204
% solar vs total ag land	64%
Current ag exemption amount (add from OARS)	\$ 90,371 ✓
County and School Taxes on Ag Exemption	\$ 3,065 ✓
Town (only) Taxes on Ag Exemption	\$ 99 ✓
Total taxes due based on the elimination of Ag Exemption	\$ 3,164 ✓
Current Property Taxes on Property	\$ 1,590 ✓

1.250% GCEDC fee	\$ 169,264 ✓
Workforce Community Benefit	\$ 25,000 ✓
Subtotal	\$ 194,264 ✓
GCEDC Legal	\$ 12,500 ✓
Total Fee	\$ 206,764 ✓

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

Property Taxes at 100% assessed value (assessor)	\$ 78,773 ✓
Term	15
Total PILOT	\$ 1,181,588 ✓
Savings	\$ 835,719 ✓

Net Savings \$ 1,712,245 ✓

Fixed \$ per MW AC MW AC
 \$ 2,000 5.0
 2.0%

Town	Escalator
Year of Exemption	Fixed Payment \$2000 per MW
1	\$ 10,000
2	\$ 10,200
3	\$ 10,404
4	\$ 10,612
5	\$ 10,824
6	\$ 11,041
7	\$ 11,262
8	\$ 11,487
9	\$ 11,717
10	\$ 11,951
11	\$ 12,190
12	\$ 12,434
13	\$ 12,682
14	\$ 12,936
15	\$ 13,195
Total	\$ 172,934

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7/24/24



Project Name: FFP NY Leroy Project1, LLC

Board Meeting Date: August 1, 2024

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

PROJECT DESCRIPTION:

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.

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with a planned new community solar farm and \$13,541,127 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$4,000/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 5 MW solar farm will generate \$345,868 in PILOT payments over the 15-year term which is far greater than current assessed value of this Ag/Vacant land.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The company is assisting with a \$25,000 payment for STEM oriented workforce training/county economic development programming to support STEM 2 STAMP workforce

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21

development programs/local economic development programming. Residents will be offered a 10% discount to average local market rates for solar energy.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

The 5 MW solar farm will generate \$566,261 in PILOT payments, host payments and real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates a fiscal impact rate of return based on the original property taxes of \$23.74 to 1.

Project details: This project will generate \$23.74 of property tax-type payments for every \$1 of property taxes under the land's current use.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project is planning to begin construction in May 2025 and be operational within 5 months.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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8/14/24

FINAL RESOLUTION
(FFP NY LeRoy Project1, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, September 5, 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") (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 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; (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.

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, FFP NY LEROY PROJECT1, LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at Lake Street Road, Genesee County, New York and all other lands in the Town of LeRoy where, by license or easement or other agreement, the Company or its designees are making improvements

33

that benefit the Project (the "Land"; being more particularly described as a portion of tax parcel No. 25.-1-1.11); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

WHEREAS, on August 1, 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 Wednesday, August 21, 2024, at 11:00 a.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; and

WHEREAS, as of the date of the Company's Application, the Application was submitted by and through FFP NY Community Solar, LLC (the "Original Company Parent") as the 100% owner of the Company; and

WHEREAS, the Company, by and through the Original Company Parent, has advised the Agency that they intend to sell and transfer one-hundred percent (100%) of the membership interests in the Company from the Original Company Parent to Generate C&I Warehouse II, LLC (the "Assignee"), with the foregoing restructuring being referred to herein as the "Assignment"; and

WHEREAS, the Company has requested the Agency's approval of the Assignment and has provided the Agency with a prospective ownership chart and additional background information for the Agency to review and consider.

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) The Town of LeRoy Planning Board (the "Board") has conducted a review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). In addition to classifying the Project as a "Type 1" action (as defined in SEQRA), the Board issued a Negative Declaration on October 17, 2023 (the "Negative Declaration"), determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Full Environmental Assessment Form and the Negative Declaration, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Board pursuant to 6 N.Y.C.R.R. Part 617.7. A copy of the Negative Declaration issued by the Board is attached hereto as **Exhibit B**.

Section 2. The Public Hearing held by the Agency on Wednesday, August 21, 2024, at 11:00 a.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 **\$13,541,127.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$1,083,290.00**. 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, 2025** (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 Agency's consent and approval of the Assignment is subject to payment by the Company of all costs and fees of the Agency in connection with review, consideration and authorization of the Assignment.

Section 10. 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 11. 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
(FFP NY LeRoy Project1, 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 September 5, 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

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
(FFP NY LeRoy Project1, LLC)

August 6, 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 FFP NY LeRoy Project1 LLC

Notice of Public Hearing and Inducement Resolution

Ladies and Gentlemen:

On Wednesday, August 21, 2024, at 11:00 a.m., local time, LeRoy Town Hall (Conference Room), 48 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 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.

3.2b

31



On August 1, 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

SCHEDULE A

GENESEE COUNTY

Certified Mail No.

9489-0090-0027-6423-6030-39

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

Certified Mail No.

9489-0090-0027-6423-6030-46

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

TOWN OF LEROY

Certified Mail No.

9489-0090-0027-6423-6030-53

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

LEROY CENTRAL SCHOOL DISTRICT

Certified Mail No.

9489-0090-0027-6423-6030-60

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

Certified Mail No.

9489-0090-0027-6423-6030-77

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

Certified Mail No.

9489-0090-0027-6423-6030-84

LeRoy 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 Wednesday, August 21, 2024, at 11:00 a.m., local time, at LeRoy Town Hall (Conference Room), 48 Main Street, LeRoy, New York 14842, in connection with the following matter:

FFP NY LEROY PROJECT1, LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at Lake Street Road, Genesee County, New York and all other lands in the Town 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 a portion of tax parcel No. 25.-1-1.11); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility").

The Agency will acquire 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, a partial mortgage recording tax exemption 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: August 9, 2024

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

REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF FFP NY LEROY PROJECT 1 HELD ON WEDNESDAY, AUGUST 21, 2024 11:00 A.M. AT THE TOWN OF LEROY TOWN HALL, 48 MAIN STREET, LEROY, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Jim Krencik, Director of Marketing and Communications – GCEDC
Chris Suozzi, VP of Business and Workforce Development – GCEDC
Emma Finch, Operations Assistant – GCEDC

II. CALL TO ORDER

The public hearing of FFP NY Leroy Project 1 opened at 11:01 a.m. at the Leroy Town Hall, 48 Main Street, in Leroy, New York, Genesee County, New York.

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

III. PROJECT SUMMARY

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.

IV. COMMENTS

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

There was no public comment.

V. ADJOURNMENT

As there were no other comments, the public hearing was closed at 11:11 a.m.

Exhibit B

Negative Declaration of the Town of LeRoy Planning Board

[Attached Hereto]

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

Please see attached narrative.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

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

3.2b

38

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

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Town of LeRoy Planning Board as lead agency that:

- A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.
- B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:


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

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

Name of Action: Route 19 North Solar Project

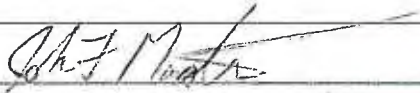
Name of Lead Agency: Town of LeRoy Planning Board

Name of Responsible Officer in Lead Agency:

JOHN MANGEFRIDA 

Title of Responsible Officer: Planning Board Chair

Signature of Responsible Officer in Lead Agency:



Date: 10/17/2023

Signature of Preparer (if different from Responsible Officer) LaBella Associates, D.P.C

Date: 10/17/2023

For Further Information:

Contact Person: Mike Risewick, Code Enforcement Officer

Address: 48 Main Street, LeRoy, NY 14482

Telephone Number: 585-768-6910

E-mail: mrisewick.code@leroyny.org

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

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

Other involved agencies (if any)

Applicant (if any)

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

EAF Part 3 Narrative Attachment

Town of LeRoy

Route 19 North Solar Project

The action proposed by FFP NY LeRoy Project1, LLC (Applicant) involves the construction of a 5-MW ground-mounted solar photovoltaic array consisting of a single axis tracker system, associated electrical equipment including but not limited to a transformer pad, inverters, transformers, switchboard and utility poles, access road, landscaping and fencing on a +/- 56.25 acre parcel. The site is located at 8518 Lake Street Road in the Town of LeRoy, NY. The project includes construction of an access drive and other ancillary facilities, including security fencing and landscaping as a visual buffer between adjoining uses and neighboring properties. The Town of LeRoy Town Planning Board (the "Planning Board", as the designated lead agency under SEQR, has considered the impacts of short-term construction activities, as well as the long-term operation of the solar development, including decommissioning plans as they are currently known, in preparing its determination of significance for the proposed action.

The Planning Board carefully reviewed the information and answers given in the Part 1 EAF by the Applicant. This information informed the Planning Board's preparation of the Part 2 EAF. In addition, the Part 1 EAF was circulated to the list of involved and interested agencies. Any comments from these agencies were taken into account in the Planning Board's consideration of its Determination of Significance. In order to assess whether the potential impacts identified by the Planning Board may have a significant adverse impact on the environment, the impacts reasonably expected to result from the proposed action were compared against the criteria for determining significance provided in 6 NYCRR 617.7.

Based on this analysis, the Planning Board has not identified any large, significant adverse impacts on the environment as a result of the proposed action. Instead, the potential impacts identified using Part 2 of the EAF were found to be moderate or small in importance, particularly in consideration of their magnitude, geographic scope, irreversibility, duration, number of people affected, and probability.

The following is provided to document the reasoning and findings of the Planning Board with regard to the significance of potential environmental impacts.

The following information is provided to document issues where small impacts have been identified for the proposed action.

3.1 Impacts on Land

The proposed project would have a small impact on land. Of note, the topography of the project site is suitable for solar development. Review of the USDA Web Soil Survey indicates that majority (approximately 75%) of the project site includes slopes between 0-10% and no bedrock outcroppings are located on the project site.

The project does not require any excavation, mining or dredging during construction. Construction activities would be completed over the course of six (6) months, including the installation of a ground-mounted solar energy system, new electrical equipment and accessories including fencing, electrical lines, access roads, and inverter/transformer equipment pads.

While most of the project area would be temporarily disturbed during construction, the land within the project area would consist of grassy areas beneath and surrounding the solar arrays, so no significant adverse impacts are anticipated with long-term disturbance.

Based on the estimated construction period of six (6) months, construction impacts to land would be short-lived and minimal in nature. Furthermore, the project itself would be a temporary use and the project area would be restored at the end of the facility's life. As such, no significant adverse impacts to land have been identified because of the proposed project.

3.7 Impact on Animals

The NYSDEC Environmental Resource Mapper identified the project site as being within the vicinity of animals listed as endangered or threatened. Through consultation with the NYSDEC, the Applicant learned that the project may affect the bald eagle. In an October 11, 2023, the NYSDEC *"determined that since the loud noise construction activities, such as pile driving, will be done outside of the bald eagle (Haliaeetus leucocephalus) breeding season (October 1 – December 31) that no Part 182 Incidental Take Permit will be required."* Moreover, the letter indicates *"In the event that construction activities extend into the bald eagle breeding season (January 1 – September 30), a qualified nest monitor must monitor the nest during the activities."*

The Applicant also consulted the United State Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) module, and on August 15, 2022 the applicant received a USFWS letter identifying the Monarch butterfly as a "Candidate" species. The letter did not identify threatened or endangered species that would be affected by the project. Additionally, the letter stated that there are no critical habitats within the Project Site.

3.8 Impact on Agricultural Resources

The project site is in a New York State-Designated Agricultural District, identified as Genesee County District 003. According to the US Department of Agriculture NRCS data referenced in the Part 1 EAF, the project site contains approximately 28% Farmland of Statewide Importance, 70%, Prime Farmland, and 2% Prime Farmland if drained.

As required, given that the project site will be located primarily on prime agricultural soils and active agricultural land enrolled in the NYS Agricultural District Program, the project will comply with the New York State Department of Agriculture and Markets Guidelines for Solar Energy Projects – Construction Mitigation for Agricultural Lands. Additionally, the decommissioning plan includes decompaction of the footprint of the access road/equipment

3.26

41

pads to a minimum of 24 inches beneath the bottom of the former stone layer and post-decommissioning monitoring for a minimum of three growing seasons.

The proposed solar farm would physically disturb little land on the project site. While the fenced in area of the solar farm as proposed would cover approximately 36 acres, the actual disturbed area including the solar panel racking system, access road, and equipment pads, totals less than 5 acres.

Importantly, the solar facility is a temporary land use and at the end of the facility's life, the land would be fully decommissioned and restored. Decommissioning and restoration details are included in the Applicant's Decommissioning Plan. As such, no significant adverse impacts to agricultural resources have been identified as a result of the proposed project.

3.10 Impact on Historic and Archaeological Resources

The proposed project was submitted to the NY State Historic Preservation Office (SHPO) for review and a letter was issued, dated October 21, 2022, indicating the location of the project within an archeologically sensitive area and recommended a Phase IA/IB Archeological Survey for areas of substantial proposed ground disturbance.

A Phase 1 archaeological survey was prepared by Hartgen Archeological Associates and by letter dated May 31, 2023, OPRHP signed off on the project recommending that *"the LeRoy Solar Precontact Site is Not Eligible for inclusion in the State or National Registers of Historic Places, and we concur with the report recommendation that no additional archaeological work is necessary."* As such, no significant adverse impacts to historic or archaeological resources have been identified as a result of the proposed project.

3.15 Impacts on Noise

The Town of LeRoy Municipal Code prohibits the "making and creating of disturbing, excessive, or offensive noises."

The proposed project could create temporary noise impacts because of construction activities. Backup beepers on trucks, operating work vehicles, equipment transport and installation, and other related activities would likely produce above average noise levels at the project site during construction. Any impacts on noise would be short in duration based on these types of activities. Additionally, construction activities are temporary and limited to the allowable town hours of 7 am to 11 pm on weekdays and 8 am to 11 pm on weekends. As such, no significant adverse impacts to noise levels have been identified because of the proposed project.

3.17 Consistency with Community Plans

While the proposed solar array is in contrast to the existing nearby properties, which include residential, agricultural, and forested, vacant land, the project site is located within the industrial zoning district, in which solar facilities are permitted. As such, the project is consistent with the local zoning regulations and no significant adverse impacts have been identified as a result.

3.18 Consistency with Community Character

The development of the solar facility on the proposed site would result in a distinct visual contrast with the existing rural and agricultural character of the Town of LeRoy. The uses surrounding the proposed site include residential to the east and west and agricultural and wooded land to the north and south. All solar panels will have anti-reflective coatings, and the landscaping proposed by the Applicant is expected to mitigate visual impacts to these uses over time by providing a landscape buffer along the fence line of the northern most array. Proposed landscaping includes a combination of evergreen trees and shrubs (i.e., balsam fir, American hazelnut and American highbush cranberry). This combination, along with existing vegetative screening would provide adequate screening. As such, no significant adverse impacts to community character have been identified as a result of the proposed project.

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Customer Information

Potential Customer:	FFP NY Leroy Project2, LLC	Opportunity Type:	Attraction
Project Street Address:	8600 Lake Street Road	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	//LeRoy	Type of Project:	Attraction
Project Description:	2 MW Community Solar	New Jobs:	N/A
Total Capital Investment:	\$6,540,322	Retained Jobs:	N/A
Incentive Amount:	\$857,514	School District:	LeRoy
Benefited Amount:	\$6,540,322	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:	Other
Initial Acceptance Date:	8/1/2024
Date of Public Hearing:	TBD
Inducement Date:	TBD

Opportunity Summary: 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 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.

Economic Impact: The 2 MW solar farm will generate \$229,119 in combined PILOT payments, host payments, and increases to real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates to a fiscal impact rate of return based on the original property taxes of \$8.03 to 1.

Project Detail (Total Capital Investment)

Equipment (non-taxable):	\$5,808,643 ✓
Other (Development, Permits, Legal, Interconnection, etc.):	\$731,679 ✓
Total Capital Investment:	\$6,540,322 ✓
Estimated Benefits Provided	
Sales Tax Exempt:	\$523,226 ✓
Property Tax Exempt:	\$334,288 ✓
Total Estimated Tax Incentives Provided:	\$857,514
Total Amount Finance:	\$6,540,322

man
7/24/21



Project:	Route 19 N&W	Town of Leroy
Capex:	\$ 6,540,322	Savings
Sales Taxable (est.)	\$ 6,540,322 ✓	\$ 523,226 ✓
Mortgage (est.)		\$ - 1% of 1.25%
Property Tax	below	\$ 334,288
Total		\$ 857,513

Note: Includes Town Host Agreement

	Fixed \$ per MW AC	MW AC	from Assessor	Assessed Value
Escalator	\$ 4,000	2.0%	\$ 450,000.00	\$ 900,000

Increase In PILOT Payment + Host
Divided by Current Property

Fiscal Impact ROI \$ 229,119 ✓
\$ 8.03 ✓

Year of Exemption	tax rate:	\$ 1.09	\$ 10.54	\$ 23.38	\$ 35.01					
	Fixed Payment \$4000 per MW	Town of Leroy	Genesee County	Leroy School	Total Payments	Increase in property taxes due to loss of ag exemption	Total PILOT payments and property taxes to be received	Current property taxes	Total Payments to municipality upon project completion	
1	\$ 8,000	\$ 249	\$ 2,408	\$ 5,342	\$ 8,000	\$ 1,440	\$ 9,440	\$ 1,901	\$ 11,341 ✓	
2	\$ 8,160	\$ 254	\$ 2,457	\$ 5,449	\$ 8,160	\$ 1,440	\$ 9,600	\$ 1,901	\$ 11,501	
3	\$ 8,323	\$ 259	\$ 2,506	\$ 5,558	\$ 8,323	\$ 1,440	\$ 9,763	\$ 1,901	\$ 11,665	
4	\$ 8,490	\$ 264	\$ 2,556	\$ 5,669	\$ 8,490	\$ 1,440	\$ 9,930	\$ 1,901	\$ 11,831	
5	\$ 8,659	\$ 270	\$ 2,607	\$ 5,783	\$ 8,659	\$ 1,440	\$ 10,099	\$ 1,901	\$ 12,001	
6	\$ 8,833	\$ 275	\$ 2,659	\$ 5,899	\$ 8,833	\$ 1,440	\$ 10,272	\$ 1,901	\$ 12,174	
7	\$ 9,009	\$ 280	\$ 2,712	\$ 6,016	\$ 9,009	\$ 1,440	\$ 10,449	\$ 1,901	\$ 12,351	
8	\$ 9,189	\$ 286	\$ 2,767	\$ 6,137	\$ 9,189	\$ 1,440	\$ 10,629	\$ 1,901	\$ 12,531	
9	\$ 9,373	\$ 292	\$ 2,822	\$ 6,260	\$ 9,373	\$ 1,440	\$ 10,813	\$ 1,901	\$ 12,715	
10	\$ 9,561	\$ 298	\$ 2,878	\$ 6,385	\$ 9,561	\$ 1,440	\$ 11,001	\$ 1,901	\$ 12,902	
11	\$ 9,752	\$ 304	\$ 2,936	\$ 6,512	\$ 9,752	\$ 1,440	\$ 11,192	\$ 1,901	\$ 13,093	
12	\$ 9,947	\$ 310	\$ 2,995	\$ 6,643	\$ 9,947	\$ 1,440	\$ 11,387	\$ 1,901	\$ 13,288	
13	\$ 10,146	\$ 316	\$ 3,055	\$ 6,776	\$ 10,146	\$ 1,440	\$ 11,586	\$ 1,901	\$ 13,487	
14	\$ 10,349	\$ 322	\$ 3,116	\$ 6,911	\$ 10,349	\$ 1,440	\$ 11,789	\$ 1,901	\$ 13,690	
15	\$ 10,556	\$ 329	\$ 3,178	\$ 7,049	\$ 10,556	\$ 1,440	\$ 11,996	\$ 1,901	\$ 13,897	
Total	\$ 138,347	\$ 4,307	\$ 41,650	\$ 92,390	\$ 138,347	\$ 21,598	\$ 159,945	\$ 28,522	\$ 188,467	

* no Pilots on Ad Valerom Taxes

Total tilable acres	67.5	The value of Ag Exemption elimination due to permanent conversion of farm land	
Solar acres	14.7	Town Tax Rate	\$ 1.09
Total Ag Exemption	\$ 188,847	Current ag exemption amount (add from OARS)	\$ 41,127 ✓
% solar vs total ag land	22%	County and School Taxes on Ag Exemption	\$ 1,395 ✓
		Town (only) Taxes on Ag Exemption	\$ 45 ✓
		Total taxes due based on the elimination of Ag Exemption	\$ 1,440 ✓

Current Property Taxes on Property without fire district \$ 1,901

1.250% GCEDC fee	\$ 81,754
Workforce Community Benefit	\$ 25,000
Subtotal	\$ 106,754
GCEDC Legal	\$ 12,500
Total Fee	\$ 119,254

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

Property Taxes at 100% assessed value (assessor)	\$ 31,509
Term	15
Total PILOT	\$ 472,635
Savings	\$ 334,288

Net Savings \$ 738,259 ✓

Fixed \$ per MW AC ✓ MW AC ✓
 \$ 2,000 2.0
 2.0%

Town	Escalator
Year of Exemption	Fixed Payment \$2000 per MW
1	\$ 4,000
2	\$ 4,080
3	\$ 4,162
4	\$ 4,245
5	\$ 4,330
6	\$ 4,416
7	\$ 4,505
8	\$ 4,595
9	\$ 4,687
10	\$ 4,780
11	\$ 4,876
12	\$ 4,973
13	\$ 5,073
14	\$ 5,174
15	\$ 5,278
Total	\$ 69,174 ✓

Handwritten initials/signature in the top right corner.



Genesee County Economic Development Center

Project Name: FFP NY Leroy Project2, LLC

Board Meeting Date: August 1, 2024

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

PROJECT DESCRIPTION:

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 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.

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with a planned new community solar farm and \$6,540,322 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$4,000/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 2 MW solar farm will generate \$138,347 in PILOT payments over the 15-year term which is far greater than current assessed value of this Ag/Vacant land.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The company is assisting with a \$25,000 payment for STEM oriented workforce training/county economic development programming to support STEM 2 STAMP workforce

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47

development programs/local economic development programming. Residents will be offered a 10% discount to average local market rates for solar energy.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

The 2 MW solar farm will generate \$229,119 in PILOT payments, host payments and real property taxes over the 15-year term, which is far greater than the current assessed value of this ag/vacant land. This calculates a fiscal impact rate of return based on the original property taxes of \$8.03 to 1.

Project details: This project will generate \$8.03 of property tax-type payments for every \$1 of property taxes under the land's current use.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project is planning to begin construction in May 2025 and be operational within 5 months.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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FINAL RESOLUTION
(FFP NY LeRoy Project2, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, September 5, 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") (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 (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; (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.

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, **FFP NY LEROY PROJECT2, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at Lake Street Road, Genesee County, New York and all other lands in the Town of LeRoy where, by license or easement or other agreement, the Company or its designees are making improvements

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49

that benefit the Project (the "Land"; being more particularly described as a portion of tax parcel No. 25.-1-3.11); (ii) the planning, design, construction and operation of a 2MWac 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, 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 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 August 1, 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 Wednesday, August 21, 2024, at 11:00 a.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; and

WHEREAS, as of the date of the Company's Application, the Application was submitted by and through FFP NY Community Solar, LLC (the "Original Company Parent") as the 100% owner of the Company; and

WHEREAS, the Company, by and through the Original Company Parent, has advised the Agency that they intend to sell and transfer one-hundred percent (100%) of the membership interests in the Company from the Original Company Parent to Generate C&I Warehouse II, LLC (the "Assignee"), with the foregoing restructuring being referred to herein as the "Assignment"; and

WHEREAS, the Company has requested the Agency's approval of the Assignment and has provided the Agency with a prospective ownership chart and additional background information for the Agency to review and consider.

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) The Town of LeRoy Planning Board (the "Board") has conducted a review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). In addition to classifying the Project as a "Type 1" action (as defined in SEQRA), the Board issued a Negative Declaration on October 17, 2023 (the "Negative Declaration"), determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Full Environmental Assessment Form and the Negative Declaration, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Board pursuant to 6 N.Y.C.R.R. Part 617.7. A copy of the Negative Declaration issued by the Board is attached hereto as **Exhibit B**.

Section 2. The Public Hearing held by the Agency on Wednesday, August 21, 2024, at 11:00 a.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 **\$6,540,322.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$523,226.00**. 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, 2025 (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 Agency's consent and approval of the Assignment is subject to payment by the Company of all costs and fees of the Agency in connection with review, consideration and authorization of the Assignment.

Section 10. 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 11. 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
(FFP NY LeRoy Project2, 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 September 5, 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

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
(FFP NY LeRoy Project2, LLC)

August 6, 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 FFP NY LeRoy Project2 LLC

Notice of Public Hearing and Inducement Resolution

Ladies and Gentlemen:

On Wednesday, August 21, 2024, at 11:00 a.m., local time, at LeRoy Town Hall, 48 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 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.

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57



On August 1, 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

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58

SCHEDULE A

GENESEE COUNTY

Certified Mail No.

9489-0090-0027-6423-6030-39

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

Certified Mail No.

9489-0090-0027-6423-6030-46

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

TOWN OF LEROY

Certified Mail No.

9489-0090-0027-6423-6030-53

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

LEROY CENTRAL SCHOOL DISTRICT

Certified Mail No.

9489-0090-0027-6423-6030-60

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

Certified Mail No.

9489-0090-0027-6423-6030-77

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

Certified Mail No.

9489-0090-0027-6423-6030-84

LeRoy 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 Wednesday, August 21, 2024, at 11:00 a.m., local time, at LeRoy Town Hall (Conference Room), 48 Main Street, LeRoy, New York 14842, in connection with the following matter:

FFP NY LEROY PROJECT2, LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at Lake Street Road, Genesee County, New York and all other lands in the Town 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 a portion of tax parcel No. 25.-1-3.11); (ii) the planning, design, construction and operation of a 2MWac 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").

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, a partial mortgage recording tax exemption 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: August 9, 2024

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



REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF FFP NY LEROY PROJECT 2 HELD ON WEDNESDAY, AUGUST 21, 2024 11:00 A.M. AT THE TOWN OF LEROY TOWN HALL, 48 MAIN STREET, LEROY, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Jim Krencik, Director of Marketing and Communications – GCEDC
Chris Suozzi, VP of Business and Workforce Development – GCEDC
Emma Finch, Operations Assistant – GCEDC

II. CALL TO ORDER

The public hearing of FFP NY Leroy Project 2 opened at 11:12 a.m. at the Leroy Town Hall, 48 Main Street, in Leroy, New York, Genesee County, New York.

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

III. PROJECT SUMMARY

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 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.

IV. COMMENTS

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

There was no public comment.

V. ADJOURNMENT

As there were no other comments, the public hearing was closed at 11:22 a.m.

3.3b

61

Exhibit B

Negative Declaration of the Town of LeRoy Planning Board

[Attached Hereto]

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

Please see attached narrative.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

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

3.36

64

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

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

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

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

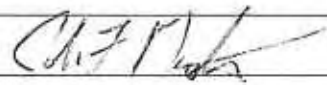
There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

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

Name of Action: Route 19 West Solar Project

Name of Lead Agency: Town of LeRoy Planning Board

Name of Responsible Officer in Lead Agency: JOHN MANGERIDA



Title of Responsible Officer: Planning Board Chair

Signature of Responsible Officer in Lead Agency:



Date: 10/17/2023

Signature of Preparer (if different from Responsible Officer) LaBella Associates, D.P.C.

Date: 10/17/2023

For Further Information:

Contact Person: Mike Risewick, Code Enforcement Officer

Address: 48 Main Street, LeRoy, NY 14482

Telephone Number: 585-768-6910

E-mail: mrisewick.code@leroyny.org

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

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

Other involved agencies (if any)

Applicant (if any)

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

PRINT FULL FORM

3.3b

65

EAF Part 3 Narrative Attachment

Town of LeRoy

Route 19 West Solar Project

The action proposed by FFP NY LeRoy Project1, LLC (Applicant) involves the construction of a 2-MW ground-mounted solar photovoltaic array consisting of a single axis tracker system, associated electrical equipment including but not limited to a transformer pad, inverters, transformers, switchboard and utility poles, access road, landscaping and fencing on a +/- 30.8 acre parcel. The site is located at 8600 Lake Street Road in the Town of LeRoy, NY. The project includes construction of an access drive and other ancillary facilities, including security fencing and landscaping as a visual buffer between adjoining uses and neighboring properties. The Town of LeRoy Town Planning Board (the "Planning Board", as the designated lead agency under SEQR, has considered the impacts of short-term construction activities, as well as the long-term operation of the solar development, including decommissioning plans as they are currently known, in preparing its determination of significance for the proposed action.

The Planning Board carefully reviewed the information and answers given in the Part 1 EAF by the Applicant. This information informed the Planning Board's preparation of the Part 2 EAF. In addition, the Part 1 EAF was circulated to the list of involved and interested agencies. Any comments from these agencies were taken into account in the Planning Board's consideration of its Determination of Significance. In order to assess whether the potential impacts identified by the Planning Board may have a significant adverse impact on the environment, the impacts reasonably expected to result from the proposed action were compared against the criteria for determining significance provided in 6 NYCRR 617.7.

Based on this analysis, the Planning Board has not identified any large, significant adverse impacts on the environment as a result of the proposed action. Instead, the potential impacts identified using Part 2 of the EAF were found to be moderate or small in importance, particularly in consideration of their magnitude, geographic scope, irreversibility, duration, number of people affected, and probability.

The following is provided to document the reasoning and findings of the Planning Board with regard to the significance of potential environmental impacts.

The following information is provided to document issues where small impacts have been identified for the proposed action.

3.1 Impacts on Land

The proposed project would have a small impact on land. Of note, the topography of the project site is suitable for solar development. Review of the USDA Web Soil Survey indicates that majority (approximately 98%) of the project site includes slopes between 0-10% and no bedrock outcroppings are located on the project site.

The project does not require any excavation, mining or dredging during construction. Construction activities would be completed over the course of six (6) months, including the installation of a ground-mounted solar energy system, new electrical equipment and accessories including fencing, electrical lines, access roads, and inverter/transformer equipment pads.

While most of the project area would be temporarily disturbed during construction, the land within the project area would consist of grassy areas beneath and surrounding the solar arrays, so no significant adverse impacts are anticipated with long-term disturbance.

Based on the estimated construction period of six (6) months, construction impacts to land would be short-lived and minimal in nature. Furthermore, the project itself would be a temporary use and the project area would be restored at the end of the facility's life. As such, no significant adverse impacts to land have been identified because of the proposed project.

3.7 Impact on Animals

The NYSDEC Environmental Resource Mapper identified the project site as being within the vicinity of animals listed as endangered or threatened. Through consultation with the NYSDEC, the Applicant learned that the project may affect the bald eagle. In an October 11, 2023, the NYSDEC *"determined that since the loud noise construction activities, such as pile driving, will be done outside of the bald eagle (Haliaeetus leucocephalus) breeding season (October 1 – December 31) that no Part 182 Incidental Take Permit will be required."* Moreover, the letter indicates *"In the event that construction activities extend into the bald eagle breeding season (January 1 – September 30), a qualified nest monitor must monitor the nest during the activities."*

The Applicant also consulted the United State Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) module, and on August 15, 2022 the applicant received a USFWS letter identifying the Monarch butterfly as a "Candidate" species. The letter did not identify threatened or endangered species that would be affected by the project. Additionally, the letter stated that there are no critical habitats within the Project Site.

3.8 Impact on Agricultural Resources

The project site is in a New York State-Designated Agricultural District, identified as Genesee County District 003. According to the US Department of Agriculture NRCS data referenced in the Part 1 EAF, the project site contains approximately 19% Farmland of Statewide Importance, 63% Prime Farmland, and 18% Prime Farmland if drained.

As required, given that the project site will be located primarily on prime agricultural soils and active agricultural land enrolled in the NYS Agricultural District Program, the project will comply with the New York State Department of Agriculture and Markets Guidelines for Solar Energy Projects – Construction Mitigation for Agricultural Lands. Additionally, the decommissioning plan includes decompaction of the footprint of the access road/equipment

pads to a minimum of 24 inches beneath the bottom of the former stone layer and post-decommissioning monitoring for a minimum of three growing seasons.

The proposed solar farm would physically disturb little land on the project site. While the fenced in area of the solar farm as proposed would cover approximately 36 acres, the actual disturbed area including the solar panel racking system, access road, and equipment pads, totals less than 5 acres.

Importantly, the solar facility is a temporary land use and at the end of the facility's life, the land would be fully decommissioned and restored. Decommissioning and restoration details are included in the Applicant's Decommissioning Plan. As such, no significant adverse impacts to agricultural resources have been identified as a result of the proposed project.

3.10 Impact on Historic and Archaeological Resources

The proposed project was submitted to the NY State Historic Preservation Office (SHPO) for review and a letter was issued, dated October 21, 2022, indicating the location of the project within an archeologically sensitive area and recommended a Phase IA/IB Archeological Survey for areas of substantial proposed ground disturbance.

A Phase 1 archaeological survey was prepared by Hartgen Archeological Associates and by letter dated May 31, 2023, OPRHP signed off on the project recommending that *"the LeRoy Solar Precontact Site is Not Eligible for inclusion in the State or National Registers of Historic Places, and we concur with the report recommendation that no additional archaeological work is necessary."* As such, no significant adverse impacts to historic or archaeological resources have been identified as a result of the proposed project.

3.15 Impacts on Noise

The Town of LeRoy Municipal Code prohibits the "making and creating of disturbing, excessive, or offensive noises."

The proposed project could create temporary noise impacts because of construction activities. Backup beepers on trucks, operating work vehicles, equipment transport and installation, and other related activities would likely produce above average noise levels at the project site during construction. Any impacts on noise would be short in duration based on these types of activities. Additionally, construction activities are temporary and limited to the allowable town hours of 7 am to 11 pm on weekdays and 8 am to 11 pm on weekends. As such, no significant adverse impacts to noise levels have been identified because of the proposed project.

3.17 Consistency with Community Plans

While the proposed solar array is in contrast to the existing nearby properties, which include residential, agricultural, and forested, vacant land, the project site is located within the industrial zoning district, in which solar facilities are permitted. As such, the project is consistent with the local zoning regulations and no significant adverse impacts have been identified as a result.

3.18 Consistency with Community Character

The development of the solar facility on the proposed site would result in a distinct visual contrast with the existing rural and agricultural character of the Town of LeRoy. The uses surrounding the proposed site include residential to the east and west and agricultural and wooded land to the north and south. All solar panels will have anti-reflective coatings, and the landscaping proposed by the Applicant is expected to mitigate visual impacts to these uses over time by providing a landscape buffer along the fence line of the northern most array. Proposed landscaping includes a combination of evergreen trees and shrubs (i.e., balsam fir, American hazelnut and American highbush cranberry). This combination, along with existing vegetative screening would provide adequate screening. As such, no significant adverse impacts to community character have been identified as a result of the proposed project.

ASSIGNMENT AUTHORIZING RESOLUTION
(GSPP Route 262, LLC Project – Assignment Authorization)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center convened on Thursday, September 5, 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") (i) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM GSPP ROUTE 262, LLC (THE "COMPANY") IN CONNECTION WITH A CERTAIN PROJECT (AS MORE FULLY DESCRIBED BELOW) TO BE UNDERTAKEN BY THE AGENCY AND THE COMPANY; AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS WITH RESPECT TO SAME.

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 an Authorizing Resolution adopted on June 1, 2023 (the "Final Resolution"), the Agency appointed **GSPP ROUTE 262, LLC** (the "Company"), as agent of the Agency to undertake a certain Project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in approximately 36.52 acres located at 6975 Route 262 in the Town of Byron, New York (the "Land", being more particularly described as a portion of tax parcel No. 11.-2-67, as may be subdivided and assigned a new tax parcel No.); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility"); and

WHEREAS, as of the date of the Company's Application for Financial Assistance (the "Original Application"), the Original Application was submitted by and through GSPP Holdco VIII, LLC as the 100% owner of the Company (the "Original Company Parent"); and

WHEREAS, the Company, by and through the Original Company Parent, has advised the Agency that they intend to sell and transfer one-hundred percent (100%) of the membership

interests in the Company from the Original Company Parent to GSPP EC Fund V, LLC (the "Assignee"), with the foregoing restructuring being referred to herein as the "Assignment"; and

WHEREAS, in furtherance of the foregoing, the Agency desires to (i) authorize the Assignment subject to the terms and conditions set forth herein and (ii) the execution and delivery of certain documents and agreements in furtherance of same.

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

Section 1. Based upon the representations made by the Company, the Agency hereby consents to, authorizes and approves the Assignment subject to the terms and conditions set forth herein. All other approvals contained within the Final Resolution shall remain in full force and effect.

Section 2. The Agency's consent and approval of the Assignment is subject to payment by the Company of all costs and fees of the Agency in connection with review, consideration and authorization of the Assignment.

Section 3. The Chair, Vice Chair and/or President/CEO of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any documents and agreements necessary to effectuate the Assignment, with such changes as shall be approved by the Chair, Vice Chair and/or President/CEO and counsel to the Agency upon execution.

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:

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

The Resolution was thereupon duly adopted.

SECRETARY'S CERTIFICATION

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 September 5, 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

man
8/30/24

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

3.5

74

MAN
8/30/24

MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date

Project Title

Project Location

Construction Phase - Project Assumptions

Project Costs

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

Project Costs

Value

	\$3,800,000
	32%
	\$1,199,964 ✓

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

NAICS Lookup

Year 1 - Enter NAICS

	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
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
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		\$345,328	<i>Includes PILOT exemption, calculated below</i>		



Client Company Investment Project Financial Assistance PROPOSAL

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

Project Profile:

Company:

Project Description:

Project Cost

Project Cost subject to Sales Tax

Project Cost to be Financed via Mortgage

Estimated Assessed value of Real Property/Building upon completion*

Jobs Created: next 3 years

Jobs Retained: next 3 years

inputs

9 Lent Avenue, LLC (Rochester Davis Fetch Corp. non-mfg

9 Lent Avenue, LLC

building cost

equipment

Date: 8/30/24

Start Date:

\$ 3,800,000 \$ 1,200,000 \$250,000

\$ 970,000 60% bldg cost + non mfg equipt

\$ 1,245,000 4.0 \$ 32,500 \$ 50.00
sq ft Assessed \$/sq/ft

Applicable GCEDC Products:

Financial Assistance: Cost Reduction Through Tax Savings:

Sale/Leaseback (SLB):

Sales Tax Exemption (Savings):

Mortgage Tax Exemption (Savings):

Real Property Tax Abatement (PILOT):

Average Abatement (savings %) over project life

PILOT Term in years

Gross Property Tax Costs

Payment Schedule (% Real Property Taxes Paid)

Net Required Property Tax payments per PILOT

PILOT Real Property Tax Savings (Next taxable year)

Total Tax Savings via Sale/Leaseback (SLB):

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

Revolving Loan Fund (RLF):

Loan Factors:

Interest Rate Savings:

Gross Cost Savings via GCEDC programs:

Participation Fees (Costs):

GCEDC Application Fee (non-refundable):

GCEDC Project Fee (% Total Project Cost):

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

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

Total Participation Fees:

Summary:

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

Total Benefits as % Total Project Cost:

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

1 Year View	3 Year View	Project Lifetime
\$ 77,600	\$ 77,600	\$ 77,600
\$ -	\$ -	\$ -
\$ 44,621	\$ 133,862	\$ -
\$ 44,621	\$ 133,862	\$ -
\$ 122,221	\$ 211,462	\$ 267,725
\$ 122,221	\$ 211,462	\$ 345,325

\$1,625,000

\$380,000 current assessed value

1,245,000 net increase in assessed value

8.00% \$ 77,600 \$ 77,600 \$ 77,600

1.00% \$ - \$ - \$ -

40% 40%

10 \$ 44,621 \$ 133,862 \$ -

\$35.84 \$ 44,621 \$ 133,862 \$ -

60% \$ 44,621 \$ 133,862 \$ -

\$ 122,221 \$ 211,462 \$ 267,725

\$ 122,221 \$ 211,462 \$ 345,325

\$ Financed Term in mo RLF APR Prime + 1%

\$ - \$ - \$ -

\$ 122,221 \$ 211,462 \$ 345,325

\$ 250

1.25% \$ 47,500

\$ 7,000

\$ 54,750

\$ 67,471 \$ 156,712 \$ 290,575

2% 4% 8%

123% 286% 531%

National Grid

Total Savings

\$ 290,575

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 CLOSES 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/ 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

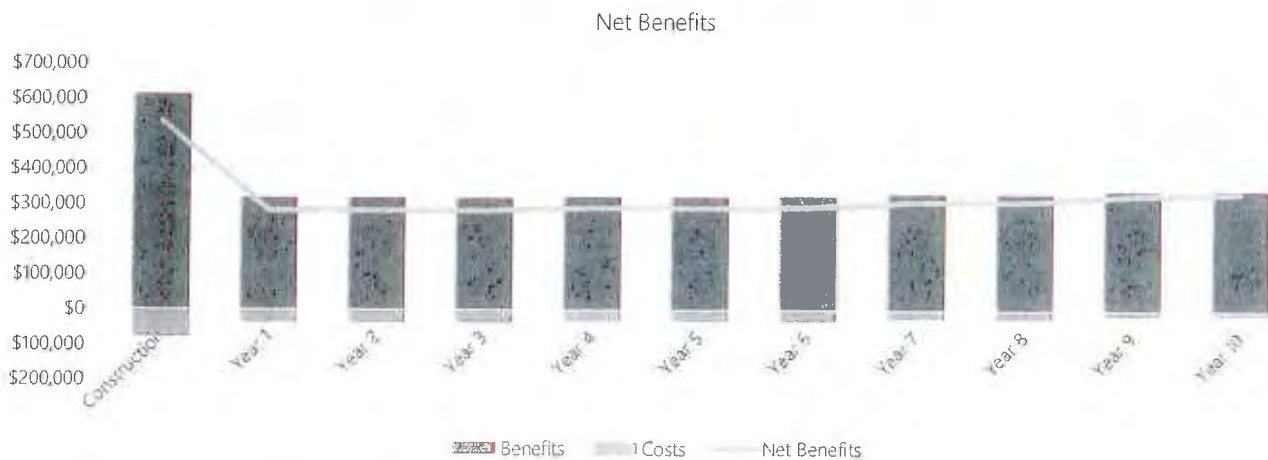
Economic Impacts

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)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	4	1	5
Earnings	\$2,480,000	\$419,981	\$2,899,981

Figure 1



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	<u>\$225,128</u>	<u>\$198,310</u> ✓
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
5/3/24



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:

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:

MM
8/30/24

INITIAL 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, September 5, 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") (i) ACCEPTING AN APPLICATION OF ROCHESTER DAVIS-FETCH CORP. WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

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

WHEREAS, **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"); and

3.5

83

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

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

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

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

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

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

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

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

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

plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

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 September 5, 2024, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

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

DRAFT

	<u>7/31/24</u>	<u>6/30/24</u>	[Per Audit] <u>12/31/23</u>
ASSETS:			
Cash - Unrestricted (1)	\$ 5,157,186	\$ 4,984,483	\$ 10,846,767
Cash - Restricted (A) (2)	7,040,378	7,023,934	7,706,743
Cash - Reserved (B) (1)	5,378,715	5,371,063	672
Cash - Subtotal	17,576,279	17,379,480	18,554,182
Grants Receivable (3)	68,511	67,046	78,079
Accounts Receivable (4)	38,960	100,246	71,433
Interest Receivable	84,005	49,308	51,255
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (5)	31,344	38,875	46,848
Loans Receivable - Current	53,287	53,612	55,005
Total Current Assets	17,855,218	17,691,399	18,859,634
Land Held for Dev. & Resale (6)	24,453,539	24,453,539	24,143,667
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	24,524,796	24,524,796	24,214,924
Less Accumulated Depreciation	(70,220)	(70,166)	(69,838)
Net Property, Plant & Equip.	24,454,576	24,454,630	24,145,086
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	49,435	53,979	81,163
Right to Use Assets, Net of Accumulated Amortization	32,431	32,431	32,431
Other Assets	81,866	86,410	113,594
TOTAL ASSETS	42,391,660	42,232,439	43,118,314
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (11)	392,573	392,573	392,573
Deferred Outflows of Resources	392,573	392,573	392,573
LIABILITIES:			
Accounts Payable (7)	47,131	37,052	466,773
Loan Payable - Genesee County - Current (8)	325,000	325,000	315,000
Accrued Expenses	39,587	32,119	34,859
Lease Payable - Current	12,307	12,307	12,307
Customer Deposits - Local Labor Reporting	40,465	40,465	18,505
Unearned Revenue (9)	5,986,651	5,985,151	6,291,340
Total Current Liabilities	6,451,141	6,432,094	7,138,784
Loans Payable - ESD (10)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (8)	2,185,000	2,185,000	2,510,000
Lease Payable - Noncurrent	5,604	5,604	5,604
Net Pension Liability (11)	512,048	512,048	512,048
Total Noncurrent Liabilities	7,899,139	7,899,139	8,224,139
TOTAL LIABILITIES	14,350,280	14,331,233	15,362,923
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (11)	40,527	40,527	40,527
Deferred Inflows of Resources	40,527	40,527	40,527
NET ASSETS	\$ 28,393,426	\$ 28,253,252	28,107,437

Significant Events:

1. Unrestricted & Reserved Cash YTD - \$5.27M has been internally reserved as matching funds related to the FAST NY grant supporting STAMP development.
2. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD.
3. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
4. Accounts Receivable - Econ. Dev. Program Support Grant, MedTech Centre Property Management, misc.
5. Prepaid Expense(s) - Workers compensation, cyber, D&O, life, umbrella, general liability insurance, misc.
6. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
7. Accounts Payable - e3communications, interest earned on imprest accounts that will be remitted to ESD, misc.
8. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
9. Unearned Revenue - Genesee County contributions and interest received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
10. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
11. Deferred Pension Outflows / Deferred Pension Inflows / Net Pension Liability - Accounts related to implementation of GASB 68.

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

DRAFT

	Month to Date		YTD		2024	2024
	7/31/24	7/31/23	2024	2023	Board Appr. <u>Budget</u>	YTD % <u>of Budget</u>
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 136,214	\$ 136,214	\$ 233,513	58%
Genesee County - WFD	2,083	2,083	14,582	14,582	25,000	58%
Fees - Projects (1)	157,676	2,500	514,716	164,938	488,000	105%
Fees - Services	7,347	7,262	51,430	50,834	88,168	58%
Interest Income on Loans	131	179	997	1,336	1,590	63%
Rent	-	-	8,729	7,507	28,809	30%
Common Area Fees - Parks	-	-	803	391	410	196%
Grants (2)	1,464	138,807	854,935	1,140,167	9,104,847	9%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	175,000	175,000	300,000	58%
BP ² Revenue	-	-	5,632	7,503	70,864	8%
Other Revenue	-	25	5,762	5,271	5,800	99%
Total Operating Revenues	213,160	195,315	1,768,800	1,703,743	10,347,001	17%
<u>Operating Expenses</u>						
General & Admin (3)	108,692	106,212	1,482,421	859,913	1,675,970	88%
Professional Services	7,980	3,988	61,955	50,073	172,770	36%
Site Maintenance/Repairs	6,108	447	23,923	2,683	38,500	62%
Property Taxes/Special District Fees	-	-	4,186	5,275	5,615	75%
BP ² Expense	-	-	-	-	31,432	0%
PIF Expense	-	-	63,017	48,162	156,294	40%
Grant Expense - Batavia Home Fund	-	-	2,750	-	-	N/A
Site Development Expense (4)	550	5,176	160,380	165,828	8,333,123	2%
Real Estate Development (5)	-	134,006	309,872	621,742	300,377	103%
Balance Sheet Absorption	-	(134,006)	(309,872)	(621,742)	-	N/A
Total Operating Expenses	123,330	115,823	1,798,632	1,131,934	10,714,081	17%
Operating Revenue (Expense)	89,830	79,492	(29,832)	571,809	(367,080)	
<u>Non-Operating Revenue</u>						
Other Interest Income (6)	50,344	21,320	315,821	119,698	128,000	247%
Total Non-Operating Revenue	50,344	21,320	315,821	119,698	128,000	247%
Change in Net Assets	140,174	100,812	285,989	691,507	\$ (239,080)	
Net Assets - Beginning	28,253,252	22,579,135	28,107,437	21,988,440		
Net Assets - Ending	\$ 28,393,426	\$ 22,679,947	\$ 28,393,426	\$ 22,679,947		

Significant Events:

1. Fees Projects - AES Rt 5 Storage Solar; YTD includes LNK Holdings, Inc, MedTech Landing and Oak Orchard Solar project origination fees.
2. Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke, \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. General & Admin Expense - YTD includes FAST NY Grant 1% commitment fee (\$560K).
4. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
5. Real Estate Development Costs - Includes STAMP development costs.
6. Other Interest Income - Interest rates have increased substantially; invested funds into CDs for additional interest income.

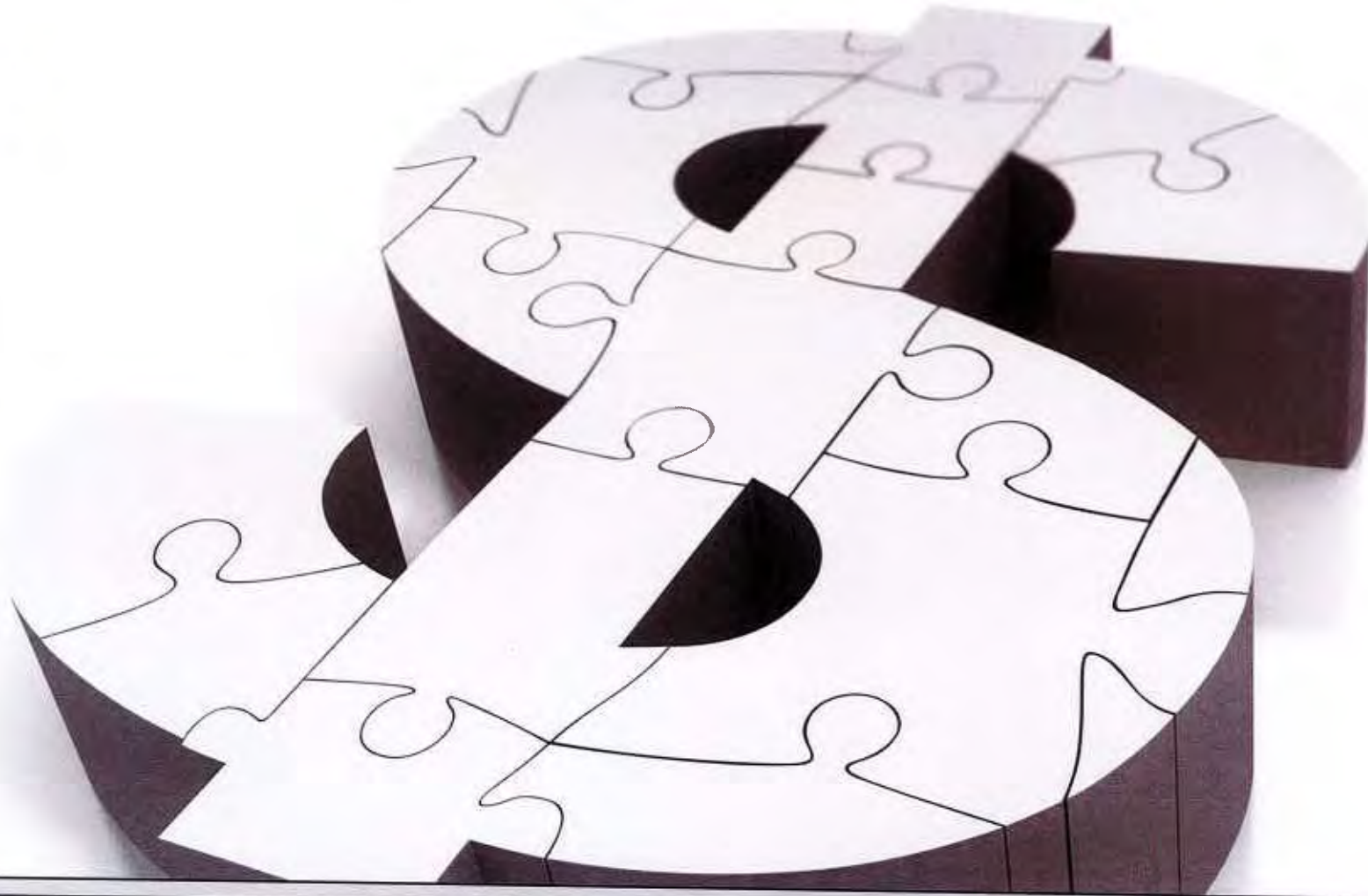
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88

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

DRAFT

	July 2024	YTD
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 172,224
Fees - Projects	157,676	582,716
Fees - Services	22,042	44,084
Interest Income on Loans	130	1,085
Rent	1,500	10,229
Common Area Fees - Parks	-	803
Grants	-	538,798
BP ² Revenue	-	5,632
GGLDC Grant - Economic Development Program Support	75,000	150,000
Other Revenue	-	5,762
Repayment of Loans	4,869	33,446
Customer Deposit	-	21,960
General & Admin Expense	(97,048)	(1,466,946)
Professional Services	(7,980)	(100,720)
Site Maintenance/Repairs	(6,108)	(23,923)
Site Development	(550)	(259,999)
Property Taxes/Special District Fees	-	(4,186)
Grant Expense	-	(2,750)
PIF Expense	-	(63,017)
Improv/Additions/Adj to Land Held for Development & Resale	-	(621,992)
Net Cash Provided (Used) By Operating Activities	171,073	(976,794)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(315,000)
Net Cash Used By Noncapital Financing Activities	-	(315,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	25,726	313,891
Net Change in Cash	196,799	(977,903)
Cash - Beginning of Period	17,379,480	18,554,182
Cash - End of Period	\$ 17,576,279	\$ 17,576,279
RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Operating Revenue (Expense)	\$ 89,830	\$ (29,832)
Depreciation Expense	54	382
Decrease in Operating Accounts/Grants Receivable	59,821	42,041
Decrease in Prepaid Expenses	7,531	15,504
Decrease in Loans Receivable	4,869	33,446
Increase in Land Held for Development & Resale	-	(309,872)
Decrease in Operating Accounts Payable	-	(450,462)
Increase in Accrued Expenses	7,468	4,728
Increase (Decrease) in Unearned Revenue	1,500	(304,689)
Increase in Customer Deposits	-	21,960
Total Adjustments	81,243	(946,962)
Net Cash Provided (Used) By Operating Activities	\$ 171,073	\$ (976,794)



**Genesee
County
Economic
Development
Center**

2025 Budget

Overview of Budget Assumptions
September 3, 2024



**Genesee
County
Economic
Development
Center**



Budget Timeline

Genesee County Economic Development Center

- June/July ✓ Planning Assumptions / Preliminary Inputs
- July 30 Budget Workshop - Audit & Finance Committee Meeting
*Review / Discuss Budget Assumptions and Preliminary Inputs
- Sept 3 Audit & Finance Committee Review of Draft Budget & Recommendation
- Sept 5 Board Review & Approval
- Sept 6 Submission to Genesee County Manager
- By Nov 1 Budget to ABO/Post on GCEDC Web Site



Departments

- ❖ Operations
- ❖ Revolving Loan Fund
- ❖ Real Estate Development & Mgmt
 - Apple Tree Acres, OATKA Hills, LeRoy Food & Tech Park
- ❖ STAMP
- ❖ Workforce Development
- ❖ GAIN! Loan Fund
- ❖ Batavia Pathway to Prosperity Fund
- ❖ Batavia Home Fund



Operations

- ❖ County contribution included in preliminary budget at 2024 level (\$233,513).
- ❖ Balance of funding needed will be primarily generated by GCEDC project origination fee revenue.
 - ❖ Budgeted Project Origination Fees (Total = \$450k)
 - ❖ Appropriated Fund Balance – Carry over of cash from project origination fees collected in previous years (\$563,399).
- ❖ Controlled expenditures; reduced expenditures where possible.
- ❖ We have been covering funding gaps with grants from the GGLDC to support the Economic Development Program as well as property management transfers from GGLDC's MedTech Centre.
- ❖ GGLDC's Strategic Investment Analysis assumes \$300k for 2025 support of the overall Economic Development Program. GGLDC Board approval and commitment pending.
 - ❖ Continuous increases in compliance requirements by New York State.
 - ❖ Significant increases in the complexity of our business – GCEDC, GGLDC, GAB LLC, GCFC & the STAMP Project. In 2021, formed Water and Sewer Works Transportation Corps.



Operations - Continued

❖ Expenditure Assumptions:

- ❖ Base employee wages – Includes 5% increase and an additional placeholder.
- ❖ Employer contribution to NYS Retirement System projected at the following percentages of wages for the Dec. 2024 invoice.
 - ❖ 17.6% for Tier 4
 - ❖ 15.2% for Tier 5
 - ❖ 11.2% for Tier 6
- ❖ An increase of 26% to the premium for our current health insurance plan has been included. The Notice of Proposed Premium Rate Change letter that was received reflects this level of an increase. This is Independent Health's requested premium rate change. This request is an average and the actual rate increase may be less or slightly higher. Currently, all 7 full-time employees are participating in the GCEDC's group health insurance plan. A placeholder has been included for a new position to be added. The GCEDC is currently funding 100% of the subscriber only level.
- ❖ Allowed for a 6% increase in insurance premiums for all current policies, except for Cyber Insurance which has a higher increase included.



RLF #1

- ❖ No active loans.
- ❖ Funds were deemed de-federalized in 2009.
- ❖ A portion of these funds have been borrowed internally to cover STAMP development costs. The balance has been committed to support a NYS DEC cash reserve requirement related to a Part 182 Permit (STAMP).
- ❖ Cash Balance @ 6/30/24 = \$0
- ❖ Cash Due From Other Funds @ 6/30/24 = \$914,035
- ❖ Loans Receivable Balance @ 6/30/24 = \$0



Real Estate Development & Management

- ❖ Parks owned by GCEDC:
 - ❖ Apple Tree Acres (Bergen)
 - ❖ Oatka Hills (LeRoy)
 - ❖ LeRoy Food & Tech Park (LeRoy)
 - ❖ STAMP (Alabama) – Accounted for in a separate fund dedicated to this project.

- ❖ PILOT Increment Financing (PIF) payments:
 - ❖ Genesee County Legislature, Town of Bergen and Byron-Bergen School District committed funds to support an Apple Tree Acres Infrastructure Fund.
 - ❖ Genesee County Legislature, Town of Pembroke and Pembroke School District committed funds to support expansion of the Corfu Wastewater Treatment Plant.

- ❖ No land sales included in budget – conservative.

- ❖ Full sales efforts continue for all parks.



STAMP

- ❖ Base operating activity for STAMP has been included (insurance, utilities, maintenance, special district fees).
- ❖ Any project activity at STAMP and corresponding investment of fee and land sale revenue will be presented as an overlay on a case by case basis.
- ❖ The projected balances of the \$33M, \$8M and \$56M Empire State Development grants have been included as grant revenue and grant expense.
- ❖ Empire Pipeline CBA payments support development at STAMP (pays debt service to the County).



Workforce Development

- ❖ A portion of the cash on hand in the Workforce Development Fund is anticipated to be spent in 2025 toward Workforce Development Initiatives, funding a Workforce Development Consultant.
- ❖ Genesee County has committed \$25,000 towards workforce development initiatives for 2022, 2023 and 2024. This is anticipated to continue through 2025.



GAIN! Loan Fund

❖ In 2016, the GCEDC entered into an agreement whereby the GCEDC is acting as a sub-recipient to the Genesee/Finger Lakes Regional Planning Council (G/FLRPC) for a portion of a \$3,000,000 ESD grant. Under the agreement with G/FLRPC, the GCEDC is authorized to administer a GAIN! Loan Fund for the purpose of lending funds to eligible agricultural businesses in Genesee County.

❖ 5 loans currently active.

❖ Cash Balance @ 6/30/24 = \$325,594

❖ Loan Receivable Balance @ 6/30/24 = \$155,020



Batavia Pathway to Prosperity Fund

- ❖ The Batavia Pathway to Prosperity Capital and Reinvestment Fund (BP2) intermunicipal agreement was put into place in 2016 between the City of Batavia, Genesee County, the Batavia City School District, the Batavia Development Corporation and the GCEDC.
- ❖ The fund is capitalized by a portion of new City PILOT payments, County PILOT payments and School PILOT payments on all projects that utilize a PILOT agreement within the City of Batavia.
- ❖ The BP2 funds will be used for infrastructure improvements for future economic and brownfield redevelopment investments targeted within the City's designated BOA.
- ❖ Projected 2024 deposits into this fund include 50% of all PILOT payments made by 7 companies located in the City of Batavia.



Batavia Home Fund

- ❖ The Batavia Home Fund was created to address shared housing goals and establish methods to fund beneficial activities to enhance the area's housing stock, including investments to rehabilitate vacant and blighted buildings as well as the conversion of rental properties into single-family homes.
- ❖ Seed funding for the fund was provided in 2023 through a grant of \$100,000 from the Genesee Gateway Local Development Corporation.
- ❖ Two grants have been awarded to date, of which one has been disbursed and the other is in process.

Genesee County Economic Development Center
Consolidated
Interfund Activity Eliminated

DRAFT

	A	B	C	D	E
	2025 Budget	2024 Budget	% Change from 2024 Budget	Projected at 12/31/24	% Change from 2024 Projected
Revenues					
1 GENESSEE COUNTY - OPS	\$233,513	\$233,513	0 %	\$233,513	0 %
2 GENESSEE COUNTY CONT WFD OPS	\$25,000	\$25,000	0 %	\$25,000	0 %
3 ORIGNATION FEE - OPS	\$450,000	\$450,000	0 %	\$1,624,237	(72) %
4 APPLICATION FEE - OPS	\$2,000	\$2,000	0 %	\$2,000	0 %
5 CONSULTING FEES - GRANTS - OPS	\$0	\$0	N/A	\$0	N/A
6 FEES SERVICES GGLDC - OPS	\$87,713	\$88,168	(1) %	\$88,168	(1) %
7 ANNUAL ADMIN FEES - OPS	\$41,000	\$36,000	14 %	\$35,500	15 %
8 FEE APPLICATION BHF	\$0	\$0	N/A	\$0	N/A
9 FEES: TRAINING CONTRIB. - WFD	\$0	\$0	N/A	\$0	N/A
10 INTEREST INCOME - OPS	\$100,000	\$100,000	0 %	\$156,800	(36) %
11 INTEREST INCOME - OPS RES	\$0	\$0	N/A	\$0	N/A
12 CD INTEREST INCOME - OPS	\$0	\$0	N/A	\$0	N/A
13 BANK INTEREST INCOME - RLF#1	\$0	\$0	N/A	\$0	N/A
14 CD INTEREST INCOME - RLF	\$0	\$0	N/A	\$0	N/A
15 INTEREST INCOME - RED	\$30,000	\$15,000	100 %	\$3,000	900 %
16 CD INTEREST INCOME - RED	\$0	\$0	N/A	\$70,000	(100) %
17 INTEREST INCOME - STAMP	\$15,000	\$10,000	50 %	\$110,000	(86) %
18 CD INTEREST INCOME - STAMP	\$0	\$0	N/A	\$0	N/A
19 INTEREST INCOME - PART 182 STAMP	\$5,000	\$0	N/A	\$20,000	(75) %
20 INTEREST INCOME - FAST NY STAMP	\$15,000	\$0	N/A	\$62,000	(76) %
21 CD INTEREST INCOME - FAST NY Match STA	\$0	\$0	N/A	\$0	N/A
22 INTEREST INCOME CBA STAMP	\$0	\$0	N/A	\$200	(100) %
23 INTEREST INCOME - WFD	\$0	\$0	N/A	\$200	(100) %
24 INTEREST INC-WFD RES	\$0	\$0	N/A	\$600	(100) %
25 INTEREST INCOME - GLF	\$6,000	\$2,000	N/A	\$1,000	500 %
26 CD INTEREST INCOME - GLF	\$0	\$0	N/A	\$10,000	(100) %
27 INTEREST INCOME - BP2	\$1,000	\$1,000	N/A	\$1,000	0 %
28 INTEREST INCOME - BHF	\$1,000	\$0	N/A	\$1,800	(44) %
29 PROGRAM / LOAN INTR - RLF#1	\$0	\$0	N/A	\$0	N/A
30 PROGRAM / LOAN INTR - GLF	\$1,036	\$1,590	(35) %	\$1,590	(35) %
31 RENT INCOME - VZ OPS	\$0	\$0	N/A	\$1,000	(100) %
32 RENT INCOME - RED	\$6,405	\$6,405	0 %	\$6,405	0 %
33 CAM RED ATA	\$824	\$410	101 %	\$803	3 %
34 RENT INCOME - STAMP	\$15,718	\$22,404	(30) %	\$15,718	0 %
35 MISC - OPS	\$0	\$800	(100) %	\$500	(100) %
36 MISC ANNUAL MEETING - OPS	\$6,000	\$5,000	20 %	\$5,545	8 %
37 MISC - RED GAB	\$0	\$0	N/A	\$0	N/A
38 MISC - STAMP	\$0	\$0	N/A	\$0	N/A
39 EC DEV GRANT GGLDC - OPS	\$300,000	\$300,000	0 %	\$300,000	0 %
40 EC DEV GRANT GCFC - OPS	\$0	\$0	N/A	\$0	N/A
41 NG GRANT - OPS	\$0	\$0	N/A	\$0	N/A
42 LOCAL LABOR REPORTING - OPS	\$56,662	\$0	N/A	\$5,490	932 %
43 ESD GRANT - RED LER	\$0	\$0	N/A	\$0	N/A
44 PIF GRANT INC - RED BETP	\$168,625	\$129,395	30 %	\$145,839	16 %
45 PIF GRANT INC- RED ATA	\$30,840	\$26,899	15 %	\$28,069	10 %
46 ESD GRANT - \$33M STAMP	\$1,000,000	\$8,000,000	(88) %	\$8,382,407	(88) %
47 ESD GRANT - \$8M STAMP	\$300,000	\$500,000	(40) %	\$433,458	(31) %
48 FAST NY GRANT \$56M - STAMP	\$49,630,000	\$0	N/A	\$6,370,000	679 %
49 NATIONAL GRID - STAMP	\$0	\$0	N/A	\$29,311	(100) %
50 GRANT CBA - STAMP	\$448,553	\$448,553	0 %	\$448,553	0 %
51 NATIONAL FUEL GRANT - WFD	\$0	\$0	N/A	\$0	N/A
52 GRANT INC/MUNIC - RED BETP	\$0	\$0	N/A	\$0	N/A
53 GRANT INC/MUNIC - RED LER	\$0	\$0	N/A	\$0	N/A
54 GRANT - GLF	\$0	\$0	N/A	\$0	N/A
55 GRANT BHF	\$0	\$0	N/A	\$0	N/A
56 LEASE EXP AMORT GASB - STAMP	\$0	\$0	N/A	\$0	N/A
57 LAND SALE RED ATA - Remlap (3.7 acres)	\$0	\$0	N/A	\$250,000	(100) %
58 LAND SALE RED ATA - GE Bergen (\$0.38 acres)	\$0	\$0	N/A	\$1,140,000	(100) %
59 LAND SALE RED ATA - GE Bergen (2 acres)	\$0	\$0	N/A	\$0	N/A
60 LAND SALE PROCEEDS - Edwards Vacuum	\$0	\$0	N/A	\$0	N/A
61 BP2 INCOME	\$31,177	\$70,864	(56) %	\$24,953	25 %
62 LEASE EXP INTR GASB - OPS	\$0	\$0	N/A	\$0	N/A
63 LEASE EXP AMORT GASB - OPS	\$0	\$0	N/A	\$0	N/A
64 Total Revenues	\$53,008,066	\$10,475,001	406 %	\$20,034,659	165 %
Expenses					
65 PAYROLL - OPS	\$950,000	\$983,000	(3) %	\$913,419	4 %
66 F/B PHONE ALLOWANCE - OPS	\$3,600	\$3,000	20 %	\$3,125	15 %
67 BENEFITS - OP - MEDICARE	\$14,000	\$15,000	(7) %	\$12,949	8 %
68 BENEFITS - OP- BILLING	\$2,800	\$2,700	4 %	\$2,700	4 %
69 BENEFITS - OP- DENTAL	\$1,800	\$1,800	0 %	\$1,711	5 %
70 BENEFITS - OP- FICA	\$58,000	\$53,200	9 %	\$53,971	7 %
71 BENEFITS - OP- HEALTH INS	\$78,500	\$63,200	24 %	\$61,434	28 %
72 BENEFITS - OP- VISION INS	\$400	\$400	0 %	\$400	0 %
73 BENEFITS - OP- FSA / MRA / HSA	\$27,300	\$27,300	0 %	\$21,996	24 %
74 BENEFITS - OP- LTD DISABILITY	\$2,400	\$2,600	(8) %	\$2,349	2 %
75 BENEFITS - OP- LIFE INSURANCE	\$700	\$500	40 %	\$595	18 %
76 BENEFITS - OP- NYS DISABILITY	\$170	\$130	31 %	\$55	109 %
77 BENEFITS - OP- WORKERS COMP	\$4,000	\$4,000	0 %	\$3,482	15 %
78 UNEMPLOYMENT INSURANCE - OPS	\$3,000	\$3,000	0 %	\$2,465	22 %
79 NYS RET. ANNUAL CONT - OPS	\$130,000	\$116,000	12 %	\$123,000	6 %

4.2

102

Genesee County Economic Development Center

Consolidated

Interfund Activity Eliminated

DRAFT

	A	B	C	D	E
	2025 Budget	2024 Budget	% Change from 2024 Budget	Projected at 12/31/24	% Change from 2024 Projected
96 PENSION EXP - OPS	\$0	\$0	N/A	\$0	N/A
97 INSURANCE - OPS	\$6,250	\$5,715	9 %	\$5,886	6 %
98 INSURANCE - UMBRELLA - OPS	\$22,300	\$20,710	8	\$20,992	6 %
99 D&O INSURANCE - OPS	\$14,300	\$10,850	32 %	\$13,475	6 %
99 CYBER LIABILITY INSURANCE OPS	\$5,000	\$5,000	0 %	\$3,792	32 %
91 INSURANCE SITES - RED	\$1,210	\$1,110	9 %	\$1,212	(0) %
92 INSURANCE - STAMP	\$37,400	\$36,250	3 %	\$35,250	6 %
93 UTILITIES - OPS	\$6,500	\$6,500	0 %	\$6,500	0 %
94 UTILITIES - OPS IZ	\$3,000	\$3,000	0 %	\$3,000	0 %
95 UTILITIES - RED	\$0	\$0	N/A	\$0	N/A
96 UTILITIES - STAMP	\$500	\$500	0 %	\$400	25 %
97 DEPRECIATION - OPS	\$655	\$655	0 %	\$655	0 %
98 TELECOM / INTERNET / PHONE- OPS	\$6,000	\$8,000	(25) %	\$6,000	0 %
99 RENT - OPS	\$20,300	\$20,300	0 %	\$19,750	3 %
100 RENT - STAMP	\$0	\$0	N/A	\$0	N/A
101 POSTAGE - OPS	\$1,700	\$1,500	13 %	\$1,500	13 %
102 DUES/SUBSCRIPTIONS - OPS	\$106,000	\$98,000	8 %	\$98,000	8 %
103 CONFERENCE/MEETINGS - OPS	\$34,000	\$34,000	0 %	\$34,000	0 %
104 CONFERENCE/MEETINGS - NG STAMP	\$0	\$0	N/A	\$3,433	(100) %
105 PROF SERVICES - OPS	\$52,700	\$46,500	13 %	\$46,500	13 %
106 PROF SERVICES LLR NOT FUNDED	\$0	\$0	N/A	\$0	N/A
107 PROF SERVICES LLR FUNDED BY RECEIV	\$56,662	\$18,270	210 %	\$5,490	932 %
108 PROF SERVICES DBEC STAMP	\$15,000	\$0	N/A	\$0	N/A
109 PROF SERVICES - RED LEROY	\$0	\$0	N/A	\$0	N/A
108 GOV RELATIONS - OPS	\$60,000	\$51,000	18 %	\$60,000	0 %
110 PROF SERVICES - RLF#1	\$0	\$0	N/A	\$0	N/A
111 PROF SERVICES - RED ATA	\$0	\$0	N/A	\$0	N/A
112 PROF SERVICES - \$33M STAMP	\$0	\$0	N/A	\$0	N/A
114 PROF SERVICES - STAMP	\$0	\$0	N/A	\$25,152	(100) %
115 PROF SERVICES / MARKETING - WFD	\$35,000	\$57,000	(39) %	\$29,800	17 %
116 TRAVEL/VEHICLE - OPS	\$35,000	\$35,000	0 %	\$35,000	0 %
117 TRAVEL - NG STAMP	\$0	\$0	N/A	\$6,181	(100) %
118 MARKETING PROGRAM - OPS	\$82,000	\$90,000	(9) %	\$90,000	(9) %
119 MARKETING PROGRAM - NG STAMP	\$0	\$0	N/A	\$19,697	(100) %
120 MARKETING - WFD	\$0	\$0	N/A	\$0	N/A
121 SUPPLIES/MATERIALS - OPS	\$4,000	\$4,000	0 %	\$4,000	0 %
122 MAINT /REPAIR / CLEANING - OPS	\$29,000	\$28,500	2 %	\$28,500	2 %
123 MAINTENANCE/REPAIR - RED	\$2,500	\$2,500	0 %	\$2,500	0 %
124 MAINTENANCE/REPAIR - RED ATA	\$0	\$0	N/A	\$0	N/A
125 MAINT /REPAIR - STAMP	\$14,000	\$7,500	87 %	\$13,390	5 %
126 MAINT /REPAIR - U/B STAMP	\$0	\$0	N/A	\$0	N/A
127 MAINT /REPAIR - U/B STAMP PART 182	\$0	\$0	N/A	\$15,949	(100) %
128 SITE DEVELOPMENT - RED BETP	\$0	\$0	N/A	\$0	N/A
129 SITE DEVELOPMENT - RED LER	\$0	\$0	N/A	\$0	N/A
130 SITE DEVELOPMENT - RED ATA	\$0	\$0	N/A	\$1,000	(100) %
131 SITE DEVELOPMENT - STAMP	\$0	\$0	N/A	\$10,918	(100) %
132 SITE DEVELOPMENT - \$4M STAMP	\$0	\$0	N/A	\$0	N/A
133 SITE DEVELOPMENT - \$8M STAMP	\$0	\$0	N/A	\$104,164	(100) %
134 SITE DEVELOPMENT - \$33M STAMP	\$0	\$0	N/A	\$25,000	(100) %
135 FURNITURE/EQUIP - OPS	\$15,000	\$15,000	0 %	\$15,000	0 %
136 MISC - OPERATE	\$0	\$800	(100) %	\$800	(100) %
137 MISC - RED LER	\$0	\$0	N/A	\$0	N/A
138 CEO'S DISCRETNRY FUND- OPS	\$3,000	\$3,000	0 %	\$3,000	0 %
139 CLOSING COSTS - RED ATA Remlap	\$0	\$0	N/A	\$8,000	(100) %
140 CLOSING COSTS - RED ATA GE Bergen	\$0	\$0	N/A	\$10,000	(100) %
141 CLOSING COSTS - RED ATA J-Rental	\$0	\$0	N/A	\$0	N/A
142 CLOSING COSTS - RED ATA	\$0	\$0	N/A	\$0	N/A
143 COST OF SALES - RED ATA	\$0	\$0	N/A	\$439,239	(100) %
144 Closing Costs - STAMP	\$0	\$0	N/A	\$0	N/A
145 CLOSING COSTS - STAMP Edwards Vacuum	\$0	\$0	N/A	\$0	N/A
146 CLOSING COSTS - Scannell	\$0	\$0	N/A	\$0	N/A
149 Cost Of Sales - STAMP	\$0	\$0	N/A	\$0	N/A
148 BROKERAGE / SALES PARTNER FEES	\$0	\$0	N/A	\$0	N/A
149 SALES PARTNER FEES - OPS	\$0	\$0	N/A	\$0	N/A
150 FEES - OPS	\$250	\$250	0 %	\$250	0 %
151 FEES - RED LEROY	\$0	\$0	N/A	\$0	N/A
152 FEES - STAMP	\$0	\$0	N/A	\$561,028	(100) %
153 FEES - COUNTY \$4M STAMP	\$0	\$0	N/A	\$0	N/A
154 FEES - \$8M STAMP	\$0	\$0	N/A	\$0	N/A
155 FEES - \$33G STAMP	\$0	\$0	N/A	\$330	(100) %
156 MISC - STAMP	\$0	\$0	N/A	\$0	N/A
157 SPECIAL DISTRICT FEES - RED ATA	\$305	\$450	(32) %	\$285	7 %
158 SPECIAL DISTRICT FEES- RED OATKA	\$65	\$65	0 %	\$59	10 %
159 SPECIAL DISTRICT FEES- RED LER	\$500	\$500	0 %	\$461	8 %
160 SPECIAL DISTRICT FEE - STAMP	\$3,600	\$4,600	(22) %	\$3,381	6 %
161 INTEREST DURING CONSTR-STAMP \$4M	\$123,500	\$133,500	(7) %	\$133,500	(7) %
162 FEES (BSA) - \$33M STAMP	\$0	\$0	N/A	\$0	N/A
163 DEV COSTS - RED ATA	\$0	\$0	N/A	\$0	N/A
164 DEV COSTS - STAMP	\$0	\$0	N/A	\$0	N/A
165 LAND AQUISITION - STAMP \$33M	\$0	\$0	N/A	\$0	N/A
166 P/S - RED BETP	\$0	\$0	N/A	\$0	N/A
167 P/S ENVIRONMENTAL ENG - RED LER	\$0	\$0	N/A	\$0	N/A

4.2

103

Genesee County Economic Development Center
Consolidated
 Interfund Activity Eliminated

DRAFT

	A	B	C	D	E
	2025 Budget	2024 Budget	% Change from 2024 Budget	Projected at 12/31/24	% Change from 2024 Projected
168 P/S ENGINEERING - RED ATA	\$0	\$0	N/A	\$0	N/A
169 P/S ENG/ENVIRO/ARCHEO - STAMP	\$0	\$0	N/A	\$0	N/A
170 P/S ENG/ENVIRO/ARCHEO- STAMP \$33M	\$0	\$0	N/A	\$52,752	(100) %
171 P/S ENG/ENVIRO/ARCHEO- STAMP \$8M	\$0	\$0	N/A	\$8,000	(100) %
172 P/S LEGAL - STAMP \$8M	\$0	\$0	N/A	\$61,299	(100) %
173 P/S LEGAL - STAMP \$33M	\$0	\$0	N/A	\$573,273	(100) %
174 P/S APPR/SURVEY/TITLE-STAMP	\$0	\$0	N/A	\$0	N/A
175 P/S APPR/SURVEY/TITLE- \$33M STAMP	\$0	\$0	N/A	\$18,000	(100) %
176 P/S - STAMP PART 182	\$177,000	\$0	N/A	\$18,495	857 %
177 P/S WATER/SEWER - STAMP	\$0	\$0	N/A	\$0	N/A
178 P/S WATER/SEWER - \$33M STAMP	\$0	\$0	N/A	\$7,701,143	(100) %
179 P/S WATER/SEWER - \$8M STAMP	\$0	\$0	N/A	\$259,995	(100) %
180 P/S ELECTRIC - \$33M STAMP	\$0	\$0	N/A	\$11,270	(\$100) %
181 P/S OTHER - RED LER	\$0	\$0	N/A	\$0	N/A
182 P/S OTHER - STAMP	\$0	\$0	N/A	\$1,440	(100) %
183 P/S OTHER - STAMP \$33M	\$0	\$0	N/A	\$640	(100) %
184 P/S OTHER - STAMP \$56M MATCH	\$4,670,000	\$0	N/A	\$600,000	678 %
185 BSA - DEV COSTS RED ATA	\$0	\$0	N/A	\$0	N/A
186 BSA - DEV COSTS RED LER	\$0	\$0	N/A	\$0	N/A
187 BSA DEV COSTS - STAMP	\$0	\$0	N/A	\$0	N/A
188 PIF EXPENSE - RED BETP	\$168,625	\$129,395	30 %	(\$9,305,667)	(100) %
189 PIF EXPENSE - RED ATA	\$30,840	\$26,899	15 %	\$145,839	16 %
190 GRANT EXP ESD \$33M - STAMP	\$1,000,000	\$8,000,000	(88) %	\$0	N/A
191 GRANT EXP ESD \$8M - STAMP	\$300,000	\$500,000	(40) %	\$0	N/A
192 GRANT EXP ESD \$56M - STAMP	\$49,630,000	\$0	N/A	\$6,370,000	679 %
193 BP2 EXPENSE	\$0	\$31,432	N/A	\$0	N/A
194 BHF GRANT EXP	\$0	\$0	N/A	\$10,150	N/A
195					
196 Total Expenses	\$58,050,332	\$10,714,081	442 %	\$9,710,767	498 %
197					
198 Net Profit / (Loss)	(\$5,042,266)	(\$239,080)	2009 %	\$10,323,892	(102) %
199					
200 Cash from Prev. Yr Rev. Collected in Current Yr	\$0				
201					
202 Appropriated Fund Balance	\$563,399	\$426,954			
203 2018 J-Rental Land Sale - Cash Carry Over Allocation	\$0	\$139,945			
204 NET PROFIT / (LOSS) w/ Cash Adjustments	(\$4,478,867)	\$327,819			

Land Sales	
2018 J-Rental Land Sale Proceeds	\$304,941
Closing Costs	(\$5,519)
Net Proceeds	295,422
2019 Allocation	(155,471)
Balance Forward	139,945
2020 Allocation	0
Balance Forward	139,945
2021 Allocation	0
Balance Forward	139,945
2022 Allocation	0
Balance Forward	139,945
2023 Allocation	0
Balance Forward	139,945
2024 Allocation	0
Balance Forward	139,945
2025 Allocation	0
Balance Forward	139,945

* \$133,808 was used for 2020 budget purposes, but cash transfer was not needed.
 * \$139,945 was used for 2021 budget purposes, but cash transfer was not needed.
 * \$139,945 was used for 2022 budget purposes, but cash transfer was not needed.
 * \$139,945 was used for 2023 budget purposes, but cash transfer was not needed.
 * \$139,945 was used for 2024 budget purposes, but cash transfer was not needed.

Appropriated Fund Balance	
Plug Power - 2021 Project Origination Fee	\$2,008,874
2023 Budget Allocation	\$0
Balance Forward	\$2,008,874
2024 Budget Allocation	\$0
Balance Forward	\$2,008,874
2025 Budget Allocation	\$563,399
Balance Forward	\$2,345,475

* \$433,119 was used for 2023 budget purposes, but cash transfer was not needed.
 * \$426,954 was used for 2024 budget purposes, but cash transfer was not needed.

Consulting Agreement with Bellwether Advisors, LLC

Discussion: In connection with the NYS grant awards received for STAMP (the \$33 million and \$56 million), there are certain MWBE requirements (30%) attached 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 a number of 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" rather than \$5,000 monthly.



BELLWETHER ADVISORS, LLC
REAL ESTATE CONSULTING

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated as of March __, 2024, by and between GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, a New York economic development agency formed pursuant to Section 18-A of the General Municipal Law, having an office at 99 MedTech Drive, Batavia, New York ("GCEDC") and BELLWETHER ADVISORS, LLC, a certified New York State and Erie County women-owned business and limited liability company duly organized and existing under the laws of the State of New York having an office at 65 Deer Run, Williamsville, New York 14221 ("Bellwether").

WITNESSETH

WHEREAS, GCEDC is the economic development agency for Genesee County, New York responsible for facilitating and enhancing economic development in the community through the preparation of shovel-ready site development, workforce development, business attraction, expansion, and retention, and placemaking; and

WHEREAS, GCEDC is the recipient of funding provided by and through New York State and its agencies ("NYS Funding"); and

WHEREAS, as a recipient of such NYS Funding, GCEDC is obligated to, and in keeping with its mission, is desirous of, the achievement of certain levels of participation from certified disadvantaged business enterprises, minority-owned businesses, women-owned businesses, service-disabled veteran-owned businesses (collectively, "DBE" firms), along with related statutory obligations including implementation and documentation of good faith efforts (the "Funding Requirements"); and

WHEREAS, GCEDC seeks assistance in meeting the Funding Requirements to achieve the highest possible bid success rates (the "Scope"); and

WHEREAS, Bellwether is a consulting firm with significant experience in compliance oversight and implementation associated with the Funding Requirements and is uniquely experienced in providing the Scope to GCEDC; and

WHEREAS, Bellwether agrees to assist GCEDC with the Scope.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Consulting Services. GCEDC hereby retains Bellwether to assist with the Scope including the development and implementation of best practices with regard to DBE engagement, recruiting, and inclusion in bidding opportunities; adherence to good faith efforts obligations required for each bid; and ongoing documentation, compliance, and oversight of Funding Requirements associated with the Funding Requirements ("Services") within Bellwether's abilities. Bellwether shall provide its Services to GCEDC on an "as requested" basis, with the understanding that the particular Services requested may vary from time-to-time in depth, duration, and scope.

2. Term. The Term of this Agreement shall begin on the date the Agreement is fully executed ("Commencement Date") and shall continue until otherwise terminated in accordance with the terms and conditions of this Agreement ("Termination Date"). Notwithstanding the foregoing, either party may cancel this Agreement at any time for any reason or for no reason by giving the other party thirty (30) days prior written notice.

3. Payment. GCEDC agrees to compensate Bellwether on an hourly basis at the rate of ~~\$225~~ \$200 per hour. Unless otherwise expressly agreed to in writing in advance, Bellwether shall not invoice GCEDC more than Five Thousand (\$5,000.00) Dollars per month. Bellwether shall provide a detailed invoice of Services to GCEDC no less frequently than monthly, which shall be due and payable within thirty (30) business days of receipt. In the event this Agreement is terminated, and Bellwether has given full faith and effort to its Services rendered, then Bellwether shall be owed the applicable hourly costs up until the termination date for services provided. Bellwether shall send all invoices to GCEDC at the following email address: mmasse@gcedc.com.

4. Indemnity. To the fullest extent permitted by law, each party will indemnify and hold harmless the other, all of its member institutions, and its officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of the indemnifying party, its officers, directors, agents, employees and subcontractors, directly in connection with the performance any Services performed directly by Bellwether for GCEDC, except to the extent those claims, suits, liens, judgments, damages, losses and expenses that are caused by the sole negligence of GCEDC. The indemnifying party will defend and bear all costs of defending any actions or proceedings brought against the indemnified party, its officers, directors, agents, and employees, arising in whole or in part out of any such sole negligent acts, omission, breach, or default as a result of work performed directly by Bellwether.

5. Independent Contractor. It is understood and agreed that in undertaking the performance of, and in performing under, this Agreement, Bellwether is and shall at all times be acting solely as an independent contractor.

6. Partnership. It is expressly understood that this Agreement does not in any way, or for any purpose, create or constitute a partnership between the parties hereto, or a joint venture by them, and that neither Bellwether nor GCEDC is a partner or a member of a joint venture with the other.

7. Written Notice. Any notice required under this Agreement shall be in writing and shall be sent by registered or certified mail, facsimile, or electronic mail to:

To GCEDC at: Genesee County Economic Development Center
Attn: Mark Masse
99 MedTech Drive
Batavia, NY 14020
mmasse@gcedc.com

To Bellwether at: Bellwether Advisors, LLC
65 Deer Run
Williamsville, NY 14221
dshainbrown@bellwetheradvisors.com
nkomin@bellwetheradvisors.com

8. Assignment of Agreement. The rights and obligations of either party under this Agreement may not be assigned without prior written notice to the other party.

9. No Third-Party Beneficiary. This Agreement is solely between GCEDC and Bellwether and is not intended for the benefit of any third party, including the Owner, Architect, General Contractor, Construction Manager, Contractors, Sub-Contractors, and occupants of the Project.

10. Amendment of Agreement. No amendment, modification or change hereof shall be binding on any party hereto unless set forth in writing, dated subsequent hereto and executed by such party.

11. Enforcement of Agreement. If any provision of this Agreement shall be held or deemed to be or shall in fact be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

12. Forum Selection and Choice of Law. The parties agree that any disputes or legal remedies under this Agreement shall be heard and determined by a court of competent jurisdiction in Erie County, New York and both parties consent to the jurisdiction of those courts. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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

**GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER**

By: _____
Mark Masse, Sr. Vice President, Ops.

BELLWETHER ADVISORS, LLC

Danielle E. Shainb

By: _____
Danielle E. Shainbrown, Esq., Principal

N Komin

By: _____
Nicole M. Komin, Esq., Principal

Cost Reimbursement Agreement with National Grid

Discussion: Attached is a Cost Reimbursement Agreement (CRA) with National Grid for the construction in section 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.

COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("*Agreement*") is made and entered into effective as of _____, 2024 (the "*Effective Date*"), by and between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** (the "*Company*"), a corporation organized and existing under the laws of the State of New York; and **GENESSEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A ECONOMIC DEVELOPMENT CENTER** ("*GCEDC*" or "*Customer*"), a corporation organized and existing under the laws of the State of New York. Customer and Company may be referred to hereunder, individually, as a "*Party*" or, collectively, as the "*Parties*".

WHEREAS, Customer owns and operates property located at Crosby Road in Alabama, New York commonly referred to as the "*Science, Technology, and Advanced Manufacturing Park Site*" or "*STAMP Site*" (the "*Premise*"); and

WHEREAS, Company presently owns and operates certain electric distribution and transmission facilities on or near the STAMP Site pursuant to its franchise rights and other property rights; and

WHEREAS, Customer has requested that the Company provide remaining construction oversight of a 345kV to 115kV Load Substation located in the Town of Alabama (the "*Substation Low Side*") to support future Manufacturing Facilities located on the STAMP Site; and

WHEREAS, after construction of the Substation Low Side is complete, Company will take ownership of the Substation Low Side from Plug/GCEDC, subject to execution and to the terms and conditions of the Development Agreement; and

WHEREAS, to accommodate Customer's request, the Company must complete remaining field construction oversight of the Substation Low Side to ensure technical compliance with the National Grid standard and the Point of Interconnection ("*POI*") Station Technical Specifications, which is included in the STAMP Substation Development Agreement which the Parties are working in good faith to execute between the Parties and GCEDC (the "*Project*"); and

WHEREAS, the Project falls under Rule 22 of the Company's Electric tariff, PSC No. 220 - Electricity (the "*Tariff*"), as the same may be modified by the New York State Public Service Commission (the "*Commission*") and in effect from time to time; and

WHEREAS, the Parties entered into a Cost Reimbursement Agreement dated January 28, 2022 for Company to perform certain project management, engineering, and procurement work related to the Project (the "*January 2022 CRA 1*"); and

WHEREAS, the Parties entered into a Cost Reimbursement Agreement dated February 3, 2023 for Company to relocate certain facilities to accommodate the construction of the Second Circuit for the Project (the "*February 2023 CRA 2*"); and

WHEREAS, the Parties entered into a Cost Reimbursement Agreement dated May 31, 2023 where the Company will provide service lateral work, a comprehensive engineering review of the technical standard associated with Customer's substation, project management, administrative services, and obtain required approvals for the service lateral work (the "*CRA 3*"); and

WHEREAS, Company is willing to complete the Project subject to the terms and conditions herein;
and

WHEREAS, the Company and Customer seek to enter into an agreement to facilitate completion of and payment for the Project; by taking over the remaining work necessary to finish construction of the STAMP 115kV Low Side Station which was previously work Company was going to perform with Plug Power Inc. and Yellowtail Energy, LLC; and

NOW, THEREFORE, in exchange for the covenants contained herein and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Scope of Work. The Company shall construct the Project in accordance with the provisions contained in Attachment A ("Company Work") affixed hereto and incorporated into this Agreement as if fully set forth herein. All Company Work will be performed in accordance with the Tariff and all terms and conditions of the Tariff apply to the Project and to this Agreement.

Yellowtail's scope of work is set forth in Attachment B, which is affixed hereto and incorporated into this Agreement as if fully set forth herein (the "Customer Work").

2. Payment and Remedies. Customer agrees to pay Company all actual costs incurred by Company and its contractors in connection with the Project. For the purposes of this Agreement, Company's "actual costs" shall include all applicable overheads and adders as well as all applicable taxes. Upon execution of this Agreement, Customer shall provide Company with a payment of \$500,000 ("Initial Payment"). The Initial Payment represents Company's current estimate of Company costs to complete the Project. The Initial Payment represents Company's current estimate of Company costs to complete the Project.

The total actual costs related to the Project shall be determined by the Company upon the completion of the Project. Any undercharge will be reconciled and provided in a final bill to Customer ("Final Bill"). Customer shall pay the Final Bill within the timeline specified on the Final Bill. Any overcharge shall include a payment to Customer if Company's calculations reveal that a refund is due.

3. Approvals. It is understood that Company may be required to obtain regulatory and other third-party approvals and releases in connection with the Project. If so, this Agreement shall be subject to any such approvals and releases.

4. Company Performance. Company agrees to undertake and perform the Project in accordance with Good Utility Practice, provided however that nothing in this Agreement shall be regarded as a guarantee by Company that the Project will be completed by any specific date nor does this Agreement create or impose any liability on Company solely because such date is not achieved.

For the purposes of this Agreement, "Good Utility Practice" shall mean any of the predominant practices, methods, and acts engaged in or approved by the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region in which the Project is located during the relevant time period. Good Utility Practice shall include, but not be limited to, NERC, NPCC and ISO-N Y criteria, rules, guidelines, and standards, where applicable, and as they may be amended from time to time, including the rules, guidelines, and criteria of any successor organization to the foregoing entities. When applied to the STAMP Substation, the term Good Utility Practice shall include standards applicable to these facilities and systems operated by a utility in the local RTO or ISO region.

5. Confidentiality. Customers acknowledges and agrees that the provisions of this Agreement and all invoices and status reports provided by the Company to the Customer pursuant thereto are "Confidential Information". Customer shall not disclose the Confidential Information without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflict of laws principles thereof. The Parties expressly consent to the jurisdiction of the courts of the State of New York as to any issues related to this Agreement, including the validity, enforceability or interpretation hereof. This Agreement in no way

precludes Customer from pursuing available remedies with the Commission.

7. Assignment. This Agreement, and its terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, conditioned or denied. The foregoing notwithstanding, Company may assign this Agreement to any Company affiliate without Customer's consent. Any attempted assignment that violates this Paragraph 7 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

8. Independent Contractor. Each Party acknowledges and agrees that the relationship of the Parties hereto is that of independent contractors. None of the terms herein are intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party.

9. Third Party Beneficiaries Excluded. Nothing in this Agreement is intended to create or shall create any legally enforceable rights in any person or entity other than Company and Customer.

10. Entire Agreement. This Agreement, Attachments A, B, C and D hereto, and the applicable provisions of Company's Tariff shall together constitute the complete agreement between Company and Customer with respect to construction of and payment for the Project to the extent related to Customer Work as described herein, and shall supersede and merge all prior discussions, whether written or oral and all prior understandings, whether express or implied between Customer and Company with respect to the Project to the extent related to Customer Work as described herein. This Agreement, or any provision hereof, cannot be modified or amended except in a writing signed by both Parties.

11. Waiver. No waiver shall be deemed to be made by either of the Parties to this Agreement of any of its rights under this Agreement unless such waiver shall be in writing signed by the Party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the Party bound thereby in any other respect at any other time.

12. Severability. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.

13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed as the original, but all constitute one and the same instrument.

14. Authority. Each Party represents and warrants to the other that the signatory identified beneath its name below has the full authority to execute this Agreement on its behalf.

{Signature page to follow.}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

- | | |
|--------------|---------------------------------------|
| Attachment A | Scope of Company Work |
| Attachment B | Scope of Customer Work |
| Attachment C | Environmental Due Diligence Procedure |

Attachment A

Scope of Company Work

Company will perform the engineering, design, and construction services work listed below in connection with the Project in accordance with Company's standards, practices and procedures, and Company's engineering specifications.

- Provide project management functions which include scheduling, billing, attending, and coordinating project meetings between Company and customer teams.
- Conduct witness field testing and construction activities such as equipment operation, relays, RTUs, etc. in relation to the Substation Low Side.
- Attend construction meetings with the Customer's contractor(s).
- Provide legal recommendations regarding real estate transactions associated with the transfer of the Substation Low Side.
- Complete any other work related to or required to complete the Project or comply with the terms in this Agreement.

Company Specifications

The following Company specifications for electric requirements identified under this Agreement are:

- ESB 750 – Electric System Bulletin 750
- ESB 751 – General Requirements Above 600 Volts Service
- ESB 752 – Service Above 15,000 Volts
- ESB 755 – Operation & Maintenance Requirements for Services Above 600 Volts
- Errata & Revisions for the Electrical System Bulletin 750 Series

COMPANY service bulletins are available at:

<https://www.nationalgridus.com/ProNet/Technical-Resources/Electric-Specifications>

Attachment B

Scope of Customer Work

Customer shall perform the following work in connection with this Agreement, as applicable:

- Customer shall grant to Company certain perpetual easements and rights for the construction, installation, testing, ownership, use, operation, and maintenance of the portions of the Project to be located on, over, across, and through Customer's property and Customer shall obtain all easements, access rights, rights-of-way, fee interests, or other rights in property necessary to accommodate Company's construction, installation, testing, ownership, use, operation, and maintenance in connection with the Project, as determined to Company's satisfaction in its sole discretion ("Real Property Rights"). Real Property Rights will be obtained and conveyed by Customer in accordance with the Company's Real Property Standards and in a form and substance satisfactory to Company in its sole discretion, if needed to complete the Project.
- In undertaking or performing any work required of it under the terms of this Agreement, including, without limitation, securing the Real Property Rights, Customer shall comply, at all times, with the Company's Environmental Due Diligence Procedure in Attachment C hereto, as may be updated, amended or revised from time to time. Customer shall coordinate with the Company's Environmental Department with respect to the Environmental Due Diligence Procedure. The Company's project manager will provide Customer with the name and contact information for an appropriate Company representative in the Company's Environmental Department, if needed to complete the Project.
- Customer shall identify a project manager who will be given the authority to coordinate all aspects of the Project between Customer and Company.
- Customer shall provide, or shall cause to be provided, complete and accurate information regarding the Premise, Project and the site(s) where Company Work is to be performed, including, without limitation, constraints, space requirements, underground or hidden facilities and structures, and hazardous substances that are known or become known by Customer during the term of the Project, and all applicable data, drawings and specifications.
- Customer shall provide, or shall cause to be provided, the Company and its contractors and representatives with adequate access to the Premise for the purpose of enabling Company to perform the Company Work as and when needed, and shall include adequate and secure parking for Company and contractor vehicles and equipment.
- Other responsibilities and access as deemed necessary by Company to facilitate performance of the Company Work under this Agreement. Customer shall cooperate to the fullest extent possible with Company as required to facilitate the Company Work.

Attachment C

Environmental Due Diligence Procedure

This document outlines the appropriate level of environmental due diligence that the Third Party may need to perform for an applicable transaction of properties with National Grid, if applicable. The work practices are consistent with those contained in ASTM International Standards and “All Appropriate Inquiry” federal legislation.

1.0 DEFINITIONS

Property: Third Party owned real property including, but not limited to, electrical, gas, generation, and LNG facilities; stations/substations; office buildings; operations centers; staging areas; vacant land.

Property Transaction: Property transactions are defined to include:

- The sale or lease of a National Grid-owned property to a Third Party;
- The termination of a lease for a property currently leased by National Grid from a Third Party;
- The purchase or lease by National Grid of a property from a Third Party; and,

2.0 DUE DILIGENCE PROCESS

All environmental due diligence activities in support of a property transaction must be coordinated by the Third Party with their Environmental Consultant. Due diligence should be conducted early in the property management process since the results of the due diligence could impact property management decisions. Due diligence must be conducted by an Environmental Consultant hired by the Third Party.

The level of due diligence should be commensurate with the transaction and its potential risk.

For property transactions involving property purchase or sale, the current ASTM Standard Practice for ESAs must be followed (ASTM E-1527-13) and all readily available information on the subject property’s environmental conditions must be obtained using the steps outlined in Sections 3.1 – 3.5, as appropriate. Additional activities may also be warranted based on the findings, including but not limited to, Phase II ESA (ASTM E 1903) activities.

For other types of transactions (e.g. leases), the level of due diligence required may vary. Appropriate components of the Phase I ESA process may be employed to complete the due diligence process for these types of transactions.

Documentation of environmental due diligence activities and associated recommendations by the Environmental Consultant must be prepared to support all due diligence activities, regardless of the type of transaction under consideration.

2.1 Records Review

Records that are readily available regarding current and historical site use and facility operations must be reviewed. Information that should be researched may include but not be limited to:

- Aerial photos

- Information regarding the property's historic use (Assessor's records, street directories, fire insurance maps, building department records, etc.)
- Oil-filled equipment management
- Use and storage of hazardous materials
- Former aboveground or underground storage tank locations
- Presence of dry wells, septic systems, or other underground injection structures
- A determination regarding whether an environmental deed restriction has been placed on the property
- Former pole storage locations
- Spill history/records
- Facility drawings
- Company archives
- Facility documents and reports (e.g., asbestos surveys)
- Deposition of soil and/or material that may have altered or impacted natural resources (e.g., filling in wetlands, altering the natural course of a protected stream)
- Other site-specific information.

2.2 Interviews with Knowledgeable Personnel

Personnel knowledgeable regarding current and former facility operations, and other persons knowledgeable of the property (including local officials), must be interviewed.

2.3 Site Reconnaissance

A site inspection must be conducted of the property. Items to be noted may include but not be limited to:

- Current site use
- Aboveground or underground storage tanks
- Stained soils or concrete
- Current location of oil-filled equipment storage and hazardous substances
- Unusual odors
- Groundwater monitoring wells
- Drywells, catch basins, drainage swales, sumps
- Soil/material stockpiles
- Waste storage areas
- Asbestos-containing materials
- Wastewater treatment
- Adjacent property usage
- Presence of hydraulic equipment
- Stressed vegetation.

2.4 Regulatory and Local Agency Review

Federal and state environmental regulatory databases and lists must be reviewed to determine if the property is of "listed" status. In addition, local environmental regulatory agencies must be contacted to inquire about environmental conditions at the site.

2.5 Data Collection

The collection of samples for environmental analysis is based on the results of a Phase I ESA. If recommended, a Phase II ESA shall be completed.

If possible, samples may be collected with the written permission of the current property owner.

Important factors to consider in addition to Phase I ESA results:

- Facilities with limited operational histories (e.g., office work, transmission line ROW) generally will not require the collection of samples.
- Facilities with current and/or former oil-filled equipment storage areas, waste management areas, gas liquid storage areas, or hazardous waste storage areas generally will require sample collection. The Environmental Consultant will determine the suite of parameters for laboratory analysis.
- Facilities with former locations of aboveground or underground storage tanks generally will require sample collection if insufficient documentation exists regarding the previous tank closure.
- Facilities with current and/or former utility equipment storage locations (e.g., pole storage, mercury regulator storage, oil-filled equipment storage) generally will require sample collection.

2.6 Due Diligence Documentation

A written report of the results of the environmental due diligence must be developed under the direction of the Environmental Consultant. The report must state a conclusion regarding whether environmental contamination was observed or is potentially present at the facility. The written report must be distributed to National Grid.

3.0 DIVERGENCE FROM THE GUIDANCE CONTAINED IN THIS CHAPTER

National Grid has the authority to approve divergence from the guidance contained in this Environmental Due Diligence Procedure. Such decisions will be made on a case-by-case basis taking into account site-specific conditions.

4.0 COORDINATION WITH PROSPECTIVE BUYERS OF NATIONAL GRID PROPERTIES

Third Parties who are prospective buyers of National Grid property have the right to conduct, at their own expense, an environmental assessment. It is in the buyer's best interest to perform a due diligence inquiry in order to obtain exemption from liability under Federal and State Superfund laws. National Grid may share environmental information related to the subject property with the prospective buyer under a signed confidentiality agreement, however the buyer may not rely on this information solely in meeting their due diligence requirement. National Grid must receive a copy of the environmental assessment report, Phase I and Phase II from the prospective buyer. Any sharing or dissemination of information between parties should be coordinated by the National Grid Legal Department.

5.0 POST-TRANSACTION REQUIREMENTS

Upon completion of the transaction, the Third Party must notify National Grid. The following information, as appropriate, should be provided:

- Date of real property closing;
- Name of new owner;

6.1

120

- Address of new owner; and,
- Copies of all reports and documents generated by the transaction

CONFIDENTIAL AND PROPRIETARY
NIAGARA MOHAWK POWER CORPORATION
DBA NATIONAL GRID

6.1

122

Asset Purchase Agreement term sheet for STAMP substation related work

Discussion: During the initial construction of the substation Plug (Yellowtail) had acquired certain component parts that have not been installed yet. These assets need to be transferred to the GCEDC in order 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 as long as it is in conformity with the terms approved in the attached agreement.

CONFIDENTIAL NON-BINDING TERM SHEET

This non-binding term sheet (“Term Sheet”), dated as of August [REDACTED], 2024 (“Effective Date”), between Plug Power Inc. (“Plug Power”) and Genesee County Economic Development Center (“GCEDC”) and together with Plug Power, the “Parties”), constitutes a statement of the Parties’ present mutual intentions with respect to a proposed divesture of a project to finance the construction of a substation (“Project”) to be consummated through an Asset Purchase and Sale Agreement (the “APA”) between them (or their affiliates) as more fully set forth below (the “Transaction”). This Term Sheet does not contain all matters upon which agreement must be reached for the Transaction to be completed. This Term Sheet is an expression of intention only and, except as expressly set forth below, is not to be construed as a binding agreement on either Party.

Seller	Plug Power Inc. and Yellowtail Energy, LLC
Buyer	Genesee County Industrial Development Agency, D/B/A Genesee County Economic Development Center
The Substation Assets	The Substation Assets, to be more fully described in an exhibit in the APA.
The Substation Land	Any and all rights Seller has to the land under which the Substation facility sits shall be terminated.
Sales/Transfer Taxes	Buyer shall be responsible for all sales or transfer taxes associated with the APA.
Reserved Electricity	<p>Buyer shall reserve, and shall cause any subsequent owner of the Project, to reserve for Seller not less than 282MVA (composed of 265MW real power) of Substation Low Side electrical capacity for the Seller Facility, and may be purchased by the owner/operator of the Seller Facility at any time pursuant to separate agreement with National Grid (“Reservation”). Seller may elect to exercise any amount of the Reservation for a period of thirty-six (36) months from the Substantial Completion Date of the Substation. After the first 24 months, this power reservation will be under a Right of First Refusal (ROFR) for a term of 12 months. If the Buyer notifies the Seller of a request to purchase part or all of the 265 MW during the ROFR period that the Buyer is not using, the Buyer shall have 90 days to respond to said request with a formal relinquishment of the requested number of Megawatts or an action plan with an agreed upon time table to draw down the reserve power being solicited. Failure to respond within the 90 days would constitute a relinquishment of the requested number of Megawatts.</p> <p>The provisions of this Section shall survive the expiration of APA. This reservation of electrical capacity is intended to benefit the Seller Parcel and to bind such obligations as covenants running with the land.</p> <p>The ROFR on the Reservation may be extended automatically by Seller for an additional twelve (12) months by delivery to Buyer of written notice received at least thirty (30) days prior to the end of the initial thirty-six (36) month period.</p>
Reimbursement	An accounting will be completed by Buyer and Seller (the numbers of which shall be mutually agreed upon by the parties) to determine the expected MW of electricity produced by the Substation compared against the funds needed in total to complete the Substation and the funds that Seller spent (the “ Accounting ”). The Accounting shall include the costs

	<p>of the substation including documentation of payment. Both parties agree to reasonably cooperate with one another to complete the Accounting. Both parties agree that each power user of the substation will be responsible for the building cost of the substation as determined by the Accounting, and based upon a formula (construction cost per megawatt), which takes the total cost of substation construction and divides the cost by the 600 megawatts the substation will be built to transmit to achieve a cost per megawatt fee which pays back the construction of the substation by the cooperative of substation electricity users at STAMP. If the Accounting confirms an overpayment on substation construction costs by the Seller based on their 265 megawatts of reserved power in the construction cost per megawatt formula, Buyer shall reimburse Seller the overpayment amount (“Reimbursement Amount”) in accordance with the following: Within forty five (45) business days of the occurrence of any date upon which Buyer, or any subsequent owner of the Project, receives a payment from a third party for their per megawatt fee to access power from the substation r, Buyer shall pay, or caused to be paid, the Reimbursement Amount to Seller only for that proportional amount that the new user has agreed to offtake from the Project.</p> <p>When the Buyer receives any new payments from a third party to purchase a share of the megawatt allocation from the substation, a final true up will be calculated as part of the closing on this third party. The Seller will provide the additional interest cost charged on debt service for the funds expended up to the date of payment. That additional interest amount will be added to the Reimbursement Amount. Notwithstanding, Buyer shall only be obligated to reimburse Seller for the additional interest cost on the debt service attributable to the Reimbursement Amount. Seller shall provide documentary evidence that is satisfactory to Buyer evidencing the additional interest cost and proof of payment of same.</p> <p>If at any time during Seller’s Reservation of electrical capacity, Seller notifies Buyer in writing that Seller will no longer need some or all of its Reservation, then the parties shall adjust the Accounting (“the Adjusted Accounting”). If the Adjusted Accounting confirms an overpayment on substation constructions costs by the Seller based on their reservation of an amount less than 265 megawatts, then Buyer agrees to reimburse Seller as set forth in this subsection. For the avoidance of doubt, in the event Seller does not utilize any of its Reservation of electrical capacity, Seller shall nevertheless be reimbursed for allof its Substation construction costs as provided for above.</p>
Substation Warranties	<p>Substation Assets are to be sold in their current condition, “as-is, where-is.” No warranties regarding the condition of the assets are provided or implied by Seller.</p> <p>Buyer acknowledges and agrees that it is relying solely on its own due diligence and the warranties provided under the EPC Agreement with O’Connell for any representation concerning the Substation Assets.</p>
O’Connell EPC Agreement	<p>Either (i) Buyer, Seller, and O’Connell shall enter into an assignment and assumption agreement under which Buyer assumes all obligations pursuant to the Letters of Intent that have been previously entered into between Seller and O’Connell or (ii) Buyer and O’Connell enter into a</p>

	<p>separate construction agreement and the Letters of Intent between Seller and O'Connell are terminated.</p> <p>In either option, Seller shall be fully released from any and all liabilities, responsibilities, and obligations with respect to the EPC Agreement.</p>
Permits	<p>Seller to provide a copy of all Asset Permits, including architectural drawings stamped and "approved", obtained by Seller in order to construct, operate and own the Substation Assets. Seller to deliver/assign to extent allowable under law all such permits.</p>
Performance Obligation	<p>From and after the closing, Buyer shall use Best Efforts to develop, construct, and commission the Substation Facility to complete Final Completion, and to enter into binding commitments from customers who will operate within the STAMP Facility and offtake power from the Substation, provided that, for the avoidance of doubt, the total offtake from other customers shall not interfere with Seller's Reserved Capacity Amount.</p>
Progress Reports	<p>Buyer will provide progress reports to Seller in a form to be mutually agreed, which shall include, but not limited to, progress on achieving the estimated completion date.</p>
Risk of Loss	<p>Risk of loss or damage to the Substation Assets shall remain with Seller until the Effective Date. After the Effective Date. Buyer shall assume all risk of loss.</p>

Amendment to General Services agreement with CC Environment and Planning

Discussion: 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 fracout 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 the proposal for CC Environment and Planning.



CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

August 26, 2024

Genesee County Economic Development Center
Attn: Mark Masse, President and CEO
99 MedTech Drive, Suite 106
Batavia, NY 14020
Via Email: mmasse@gcedc.com

Re: Amendment to STAMP General Environmental Services and Force Main Frac-out Monitoring

Dear Mark:

As discussed, this letter serves as a proposed amendment to the STAMP General Environmental Services and Force Main Frac-out Monitoring contract agreement executed on December 8, 2023, between CC Environment & Planning and Genesee County Economic Development Center (attached for reference).

The amendment reflects a proposal to extend the contract budget to allow work to continue under Task 1 – General Environmental Services for the remainder of 2024. Specific tasks include participation in bi-weekly Tech Team meetings, submittal of pre-construction notifications/joint permit applications for the Crosby Road culvert replacement and Big Water projects, finalization of the Land Management Plan, progress on the Orleans Force Main permit, assistance with Oakfield Force Main permitting, and other environmental review and/or permitting, as necessary. This task is further defined in the original agreement attached. An amended not to exceed budget for Task 1 is \$22,500. No budget changes are proposed for Task 2. This contract continues to be structured as a not to exceed and will be billed based on time and expenses incurred at the rate of the original agreement. This amendment letter does not otherwise alter the purpose or specific provisions of the original agreement.

ACCEPTANCE

The signatures below indicate acceptance of this amendment as stated above.

Sincerely,

Katlyn Hojnacki, Senior Ecologist
CC Environment & Planning

For Genesee County Economic Development Center:

Signature of Authorized Representative

Date

Enclosure



CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

November 29, 2023

Genesee County Economic Development Center
Attn: Mark Masse, VPO
99 MedTech Drive, Suite 106
Batavia, NY 14020
Via Email: mmasse@gcedc.com

Re: **STAMP General Environmental Services and Force Main Frac-out Monitoring**

Dear Mark:

I am pleased to submit the following proposal for CC Environment & Planning to provide continued environmental review, planning, and technical support services toward development of STAMP (Science & Technology Advanced Manufacturing Park) in the Town of Alabama, Genesee County, NY. As a member of the STAMP Technical Team since its inception, CC Environment & Planning has the background, project expertise, and relationships to ensure efficient and effective delivery of the services described below.

This Letter Agreement (hereinafter referred to as "Agreement") is a proposal for consulting services by CC Environment & Planning (hereinafter named as "Contractor") for Genesee County Economic Development Center (hereinafter referred to as "Client"). This agreement shall commence upon signature. The following services and terms of the Agreement between the Client and Contractor are as follows:

Scope of Services

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 USFWS.

Schedule and Fee

Project activities will commence immediately upon receipt of a signed contract through December 2024. This contract is proposed as a time and materials with a not to exceed estimated budget of \$49,300 broken out by tasks below. Invoices will be submitted monthly based on the 2024 rate sheet in Attachment A.

Task 1 – General Env. Services: \$30,800

Task 2 – Frac-out Monitoring: \$18,500

Conditions

The Contractor guarantees the quality of this work. Once this offer is accepted payments are to be made at times specified upon presentation of an invoice by Contractor. However, the Client and the Contractor may mutually decide to reschedule, postpone, or delay this project as business needs may suddenly dictate without penalty and without time limit, subject only to mutually agreeable time frames in the future.

Assumptions

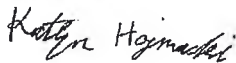
The proposed schedule and fee for this project are based on the following assumptions:

1. The Client and the project team will provide appropriate, timely access to contacts and information and provide requested feedback necessary to complete the scope of services as scheduled.
2. All parties will make every effort to ensure timely answers to questions as related to the scope of services and progress.
3. All parties will inform each other immediately of any unforeseen changes, new developments, or other issues that affect and influence this project so necessary adjustments can be made.
4. Adjustments to the total fee based on unforeseen circumstances, an adjusted timeline, or additional services outside the stated scope will require negotiation and written consent of both parties.

ACCEPTANCE

If this proposal meets with your approval, please countersign below and return one copy for our records. If you have any questions, please contact me. We appreciate the opportunity to provide these services toward the continued development of STAMP.

Sincerely,



Katlyn Hojnacki, Senior Ecologist
CC Environment & Planning

AUTHORIZATION

CC Environment & Planning is hereby authorized by Genesee County Economic Development Center to proceed with the services described herein in accordance with the terms and conditions proposed herein.



Genesee County Economic Development Center

12/8/23

Date

6.3

130



CC Environment & Planning

CC ENVIRONMENT & PLANNING BILLING RATES CALENDAR YEAR 2024

Employee Type	Hourly Rate
Principal Ecologist	\$185.00
Senior Environmental Scientist/Planner	\$160.00
Environmental Scientist/Planner	\$130.00
Graphic Designer/GIS Analyst	\$115.00
Environmental Technician	\$95.00
Office/Administrative Assistant	\$80.00
Travel/Materials	At Cost
Outside Contracted Services	Cost plus 10%