

**Genesee County Economic Development Center  
Meeting Agenda**

Thursday, August 3, 2023

Location: 99 MedTech Drive, Innovation Zone

<b>PAGE #</b>	<b>1.0</b>	<b>Call to Order</b>	<b>3:00 pm</b>
	1.1	<b>Enter Executive Session</b>	<b>3:00 pm</b>
		Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:	
		1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.	
		2. Discussions regarding proposed, pending or current litigation.	
	1.2	<b>Enter Public Session</b>	<b>3:50pm</b>
	<b>2.0</b>	<b>Chairperson's Report &amp; Activities</b>	<b>3:50pm</b>
	2.1	Upcoming Meetings: <b>Next Scheduled Board Meeting: Thursday, September 7<sup>th</sup> at 4 p.m.</b> Audit & Finance Committee Meeting: Tuesday, September 5 <sup>th</sup> at 8:30 a.m., STAMP Committee Meeting: Wednesday, September 6 <sup>th</sup> at 8 a.m.	
<b>2-10</b>	2.2	Agenda Additions / Deletions / Other Business <b>**Vote</b>	
	2.3	Minutes: June 29, 2023 <b>**Vote</b>	
	2.4	Committee Member Appointments	
	<b>3.0</b>	<b>Report of Management –</b>	<b>3:55pm</b>
<b>11-18</b>	3.1	Oak Orchard Solar 3 – Initial Resolution <b>**Vote</b> – C. Suozzi	
	<b>4.0</b>	<b>Audit &amp; Finance Committee – M. Gray</b>	<b>4:00pm</b>
<b>19-22</b>	4.1	June 2023 Financial Statements <b>**Vote</b>	
<b>23</b>	4.2	2023 Budget Timeline	
	<b>5.0</b>	<b>Governance &amp; Nominating Committee – C. Yunker</b>	<b>4:05pm</b>
	5.1	Nothing at this time.	
	<b>6.0</b>	<b>STAMP Committee – P. Zeliff</b>	<b>4:05pm</b>
<b>24-27</b>	6.1	Grassland Mitigation Monitoring Agreement with CC Environment & Planning <b>**Vote</b>	
<b>28-32</b>	6.2	Survey Quotes for Business Park Association <b>**Vote</b>	
<b>33-40</b>	6.3	Access Agreement for Plug Power <b>**Vote</b>	
	<b>7.0</b>	<b>Employment &amp; Compensation Committee – T. Bender</b>	<b>4:15pm</b>
	7.1	Nothing at this time.	
	<b>8.0</b>	<b>Housing Committee – P. Battaglia</b>	<b>4:15pm</b>
<b>41-44</b>	8.1	Batavia Home Fund Policy	
	<b>9.0</b>	<b>Other Business</b>	<b>4:20pm</b>
	9.1	Nothing at this time.	
	<b>10.0</b>	<b>Adjournment</b>	<b>4:20pm</b>



**GCEDC Board Meeting  
Thursday, June 29, 2023  
Location: 99 MedTech Drive, Innovation Room  
4:00 PM**

**GCEDC MINUTES**

**Attendance**

Board Members: M. Gray, C. Kemp, C. Yunker, P. Battaglia, P. Zeliff, M. Clattenburg, T. Bender  
Staff: M. Masse, S. Hyde, L. Farrell, P. Kennett, C. Suozzi, L. Casey, J. Krencik  
Guests: S. Noble-Moag (GGLDC Board Member), R. Gaenzle (Harris Beach), J. Tretter (GGLDC Board Member), D. Cunningham (GGLDC Board Member), M. Brooks (GGLDC Board Member), R. Tabelski (City Manager), M. Fitzgerald (Phillips Lytle / Video Conference)

Absent:

**1.0 Call to Order**

P. Zeliff called the meeting to order at 4:00 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 4:01 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 M. Clattenburg and approved by all members present.

M. Fitzgerald left the meeting at 4:17 p.m.

R. Tabelski left the meeting at 4:45 p.m.

**1.2 Enter Public Session**

P. Battaglia made a motion to enter back into public session at 4:46 p.m., seconded by C. Yunker and approved by all members present.

**2.0 Chairman's Report & Activities**

**2.1 Upcoming Meetings:**

**Next Scheduled Board Meeting: Thursday, August 3<sup>rd</sup> at 3:00 p.m.** *(Change in time due to GLOW Corporate Cup)*

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

STAMP Committee Meeting: Wednesday, August 2<sup>nd</sup> at 8:00 a.m.

L. Farrell mentioned that her team will be attempting to set up a Housing Committee Meeting and STAMP Sewer Works, Inc. Meeting during the week of the next round of meetings.

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

**C. Yunker made a motion to add agenda item 6.5 – Authorizing Resolution – Financial Assurance Relating to STAMP Part 182; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

**C. Yunker made a motion to add agenda item 3.3 – Ellicott Station; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

**2.3 Minutes: June 1, 2023 –**

**M. Gray made a motion to accept the June 1, 2023 minutes as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

**T. Bender and T. Felton Acknowledgement** - S. Hyde thanked T. Bender and T. Felton for their years of dedicated service as leaders of economic development in Genesee County. Their perspective, knowledge and guidance will be missed because of their retirement from the GCEDC and GGLDC Board of Directors. The EDC and LDC Board of Directors applauded T. Bender and T. Felton for their service.

**3.0 Report of Management**

**3.1 Churchville Fire Equipment - Assignment Authorization** - In accordance with the terms and conditions of the PILOT agreement, the company (Churchville Fire Equipment Corp) cannot

transfer the PILOT to Firematic Supply Co., Inc. without the approval of the Board of Directors of the GCEDC.

The Governance Committee previously had discussions related to Consent to Assignment. It had been determined that if a company acquires a facility there *would* be a fee charged for that acquisition. Therefore, this transfer triggers a fee. The fee for the transfer of the PILOT from Churchville Fire Equipment Co. to Firematic Supply Co. is \$2,421.22.

Resolution No. 06/2023 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AUTHORIZING (i) THE ASSIGNMENT OF CERTAIN DOCUMENTS IN CONNECTION WITH A CERTAIN PROJECT PREVIOUSLY UNDERTAKEN FOR THE BENEFIT OF CHURCHVILLE FIRE EQUIPMENT CORP. (THE "COMPANY") TO FIREMATIC SUPPLY CO., INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON ITS BEHALF (THE "ASSIGNEE"); AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS AND AGREEMENTS RELATING THERETO

**P. Battaglia made a motion to accept Assignment Authorizing Resolution #06/2023-01, authorizing the transfer of the PILOT as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**3.2 Legislative Session Overview** - J. Krencik briefed the Board on the most recent Legislative session. He stated that there was negative discussion regarding IDAs. Infographics that highlight the economic impact of IDAs and the positive impacts of economic development projects were included with the meeting materials.

**3.3 Ellicott Station** - There has been negative media attention surrounding the Ellicott Station project starting in the earlier part of the year. This project has come before the GCEDC Board of Directors three times over the course of seven years. Over this time, the project has morphed from a market rate housing project to a mixed-income housing project, which includes a combination of affordable and market-rate units, and lastly, to a workforce housing project. The GCEDC Board of Directors most recently authorized incentives for the workforce housing project under the auspice that the project would create affordable housing for those at 50-60% of area median income, essentially those working at our main street businesses and entry-level manufacturing positions. The project would create housing opportunities for low to modest income workers and improve their lives.

There was a housing lottery held on May 2, 2023 at the developer's headquarters in Buffalo for these 55 new construction units. Following the lottery, S. Hyde requested "blind" demographic information to ascertain 1) where the lottery winners are from and 2) what percentage of the lottery winners are gainfully employed. Despite numerous efforts, there has only been partial information received back from the

developer. R. Gaenzle stated that his recommendation to the Board is to send a demand letter outlining the information that had been requested previously, reserving all rights and remedies, and giving the developer a specified amount of time to reply. If the developer does not respond within the given timeframe, the GCEDC will declare default on the incentives agreement.

**P. Battaglia made a motion that authorizes Harris Beach to 1) send a demand letter to the developer that outlines the information that had been previously requested, reserving all rights and remedies, and requires the developer to respond within a specified amount of time and 2) the GCEDC will declare default on the incentives agreement if the developer does not respond with the given timeframe; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

S. Hyde stated that Rachel Tabelski, City Manager, attended the meeting during executive session. City Council fully supports the GCEDC's decision to move forward in this manner as it relates to the Ellicott Station project.

**4.0 Audit & Finance Committee**

**4.1 May 2023 Financial Statements** – L. Farrell reviewed the May 2023 financial statements with the Board. The following was noted:

- Restricted cash decreased by about \$400,000. GURFs were submitted to ESD and expenditures were paid in May. Unearned revenue decreased by about the same amount as revenue is recognized as qualifying expenditures are made.
- On the P&L, there is normal monthly activity for May.
- In the operating fund, operating expenses are within budget. The expenditures that were front loaded are leveling out (i.e. Unemployment Insurance, HSA contributions, Dues & Subscriptions).
- The project origination fee of \$18,750 was received from Valiant.

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

**M. Gray made a motion to approve the May 2023 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**4.2 Key Bank Line of Credit Renewal** – The GCEDC has a \$1M line of credit with Key Bank. In previous years we discussed changing this from a committed line to a demand line. This would eliminate the non-usage fee and ultimately afford GCEDC the comfort of having a line in place if needed, however there is no guarantee that the money is available during the negotiated term. Moving forward there will be only internal bank credit reviews/renewals, but no need to sign or update documentation annually unless the terms were to change. Any future modifications to the line are always less expensive and normally faster if there is an existing line. The one caveat to a demand line is the bank can call the line as opposed to the current committed line which has an agreed upon term and maturity date.

This was recommended for approval by the Committee.

**M. Gray made a motion to approve the Key Bank demand line of credit renewal at the same terms; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**4.3 Cyber Insurance** - There was a presentation given by Lawley on Cyber Insurance at the Audit & Finance meeting held on Tuesday, June 27<sup>th</sup>. The Cyber Liability coverage option presented is through Travelers. Travelers offered a quote of \$6,365 for the 23-24 term, which is a significant decrease in premium total over last year. For the 22-23 term, the premium totaled \$10,289.17. Travelers maintained the \$1M limit, Cyber Crime sublimit, and \$10K retention that is included with our current policy, which expires 6/30.

The cost of this policy is \$6,365 and will be split evenly between the GCEDC (\$3,182.50) and the GGLDC (\$3,182.50).

This was recommended for approval by the Committee.

**M. Gray made a motion to approve the Cyber Insurance with Travelers not to exceed \$3,182.50 as presented; the motion was seconded by T. Bender. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**4.4 Audit & Finance Committee Charter** – At the Audit & Finance Committee meeting held on May 30, 2023, the Committee reviewed the Charter in executive session during a Committee self-evaluation discussion. On page 34 of the meeting materials, under *Composition of Committee and Selection of Members*, a change was recommended by the Committee, if allowable. In the sentence "The audit and finance committee shall have access to the services of at least one financial expert; whose name shall be

disclosed in the annual report of the GCEDC”, the Committee recommends striking/removing “whose name shall be disclosed in the annual report of the GCEDC.”

L. Farrell advised that this change is allowable and is being brought forward to the Board for approval. She has confirmed this with Harris Beach.

This was recommended for approval by the Committee.

**M. Gray made a motion to approve the Audit & Finance Committee Charter with the above-mentioned change; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

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

**5.1 Nothing at this time.**

**6.0 STAMP Committee – P. Zeliff**

**6.1 Easement Approval** – In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are several easements needed. We are seeking approval of the following easement:

1. Permanent Easement 7 - \$1,000

**Fund Commitment:** \$1,000 from the \$33 million.

**Board Action Request:** Approval of payment of \$1,000 to the holder of the easement number identified above.

This was recommended for approval by the Committee.

**C. Yunker made a motion to approve the ROW easement payment not to exceed \$1,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**6.2 Sale of Topsoil** - The GCEDC has approximately 8,000 cubic yards of unscreened topsoil stockpiled on the site of the future WWTF. To construct the WWTF in the future, this topsoil will need to be moved or sold. Morsch Pipeline would like to purchase 8,000 cubic yards of the topsoil at \$3.00 per cubic yard. This appears to be within the market rate.

**Fund Commitment:** None.

**Board Action Request:** Approval of sale of topsoil to Morsch Pipeline at \$3.00 per cubic yard.

This was recommended for approval by the Committee.

**P. Zeliff made a motion to approve the sale of topsoil to Morsch Pipeline at \$3.00 per cubic yard as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**6.3 Phillips Lytle – 2023 Additional Contract** - Phillips Lytle has prepared a proposal to cover the scope of work for the last six months of 2023 as it relates to Tech Team support for the off-site sewer permitting and wetland permitting, the wastewater treatment facility permitting, and force main installation.

**Fund Commitment:** Not to exceed \$350,000 to be included in the \$8 million.

**Board Action Request:** Recommend approval to the full Board of Phillips Lytle contract not to exceed \$350,000.

This was recommended for approval by the Committee.

**P. Zeliff made a motion to approve the Phillips Lytle Contract to cover the last six months of 2023 not to exceed \$350,000 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**6.4 Keeler Change Order** - In conjunction with the construction of the lay down area to be utilized by National Grid for the power line reroute and the installation of the hold and haul tank, Keeler Construction is seeking a change order to cover the increase in costs of the project that have occurred. This project was originally scheduled to be completed in February of 2022 but had to be postponed due to issues with



the NYSDEC. These two bids were issued as one contract. The board previously approved a change order increase of \$13,930 which would have been a \$25,000 reduction. Keeler stated that the payment amount should be \$25,000 resulting in an increase of \$20,000 to the change order. The change order will only be on the net overage of the total contract after combining the two.

**Fund Commitment:** An additional \$6,070 from the agency operating funds.

**Board Action Request:** Approval of increase in change order of \$6,070 to Keeler Construction Inc.

This was recommended for approval by the Committee.

**P. Zelif made a motion to approve the Keeler change order not to exceed \$6,070 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**6.5 Authorizing Resolution – Financial Assurance Relating to STAMP Part 182** – The NYSDEC has requested that the Agency provide additional financial assurance with respect to the funds necessary to accomplish mitigation activities that are required as part of the issuance of an Incidental Take Permit (Part 182). The resolution authorizes the Agency to establish a restricted bank account and to deposit \$564,000, which will be used for mitigation costs. The resolution gives the flexibility to take back the money unrestricted if the funds are not used or the permit is not issued. The resolution also authorizes the Agency to secure alternative measures of financial assurance including 1) a surety bond 2) a letter of credit and 3) a designation of the County as the guarantor of the mitigation if anything ever happened to the GCEDC.

The Authorizing Resolution was presented and distributed to the Board for review at the meeting.

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER TO AUTHORIZE  
FINANCIAL ASSURANCE RELATING TO PERMITTING FOR THE WESTERN NEW YORK  
SCIENCE & TECHNOLOGY ADVANCED MANUFACTURING PARK

**P. Zelif made a motion to accept Authorizing Resolution – Financial Assurance Relating to STAMP Part 182 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

M. Masse stated that at the May 4<sup>th</sup> Board meeting, Temporary Easement 16 was approved in conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek. There needs to be a correction to the minutes from this meeting because the easement approval should have been for Temporary Easement 26. This was a scrivener's error.

**P. Battaglia made a motion to approve the correction of the May 4, 2023 meeting minutes to reflect the approval of Temporary Easement 26 as opposed to Temporary Easement 16; the motion was seconded by M. Gray. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

**7.0 Employment & Compensation – T. Bender**

7.1 Nothing at this time.

**8.0 Housing Committee – P. Battaglia**

8.1 Nothing at this time.

**9.0 Other Business**

9.1 Nothing at this time.

**10.0 Adjournment**

As there was no further business, P. Battaglia made a motion to adjourn at 5:15 p.m., which was seconded by M. Clattenburg and passed unanimously.

MS  
7/23

## GCEDC Opportunity Summary

Created On: 8/3//2023

### Customer Information

Potential Customer:	Oak Orchard Solar 3 LLC	Opportunity Type:	Attraction
Project Street Address:	7755 Oak Orchard Road	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	//Batavia	Type of Project:	Attraction
Project Description:	5 MW Solar Project	New Jobs:	N/A
Total Capital Investment:	\$9,358,166	Retained Jobs:	N/A
Incentive Amount:	\$1,495,147	School District:	Elba
Benefited Amount:	\$9,358,166	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

### Project Information

Organization:	GCEDC
Opportunity Source:	3rd Party Professional Date of Public Hearing: TBD
Initial Acceptance Date:	8/3/2023 Inducement Date: TBD

**Opportunity Summary:** Oak Orchard Solar 3 LLC is proposing to construct a community solar farm project on Route 98 in the Town of Batavia. The project will utilize ground-mounted solar panels to convert the sun's energy into 5 MW of AC power. The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

The project's PILOT will contribute \$4,000/MWAC + a 2% annual escalator in payments to Genesee County and Elba Central School District. The PILOT is estimated to generate \$319,088 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

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

The 5 MW solar farm will generate \$633,557 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 to a fiscal impact rate of return based on the original property taxes of \$41.69 to 1.

**Economic Impact:** This project will generate \$41.69 of property tax-type payments for every \$1 of property taxes under the land's current use.

### Project Detail (Total Capital Investment)

Total Capital Investment: \$9,358,166

### Estimated Benefits Provided

Sales Tax Exempt:	\$748,653 ✓
Mortgage Tax Exempt:	\$93,582 ✓
Property Tax Exempt:	\$652,912 ✓
Total Estimated Tax Incentives Provided:	\$1,495,147

Total Amount Finance: \$1,593,446

man  
7/10/23



Project:	Oak Orchard Solar 3, LLC	Town of Batavia
Capex:	\$ 9,358,166	Savings
Sales Taxable (est.)	\$ 9,358,166	\$ 748,653
Mortgage (est.)	\$ 9,358,166	\$ 93,582 1% of 1.25%
Property Tax	below	\$ 652,912
Total		\$ 1,495,147

Note: Includes Town Host Agreement

	Fixed \$ per MW AC	MW AC	from Assessor	Assessed Value
Escalator	\$ 4,000	5.0	Assessed Value Per MW	\$ 450,000.00 \$ 2,250,000
	2.0%			

Increase In PILOT Payment + Host  
Divided by Current Property

Fiscal Impact \$ 566,600  
ROI \$ 41.69

Year of Exemption	Fixed Payment \$4000 per MW	Town of Batavia	Genesee County	Elba 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	\$ -	\$ 5,854	\$ 12,597	\$ 18,451	\$ 2,090	\$ 20,541	\$ 906	\$ 21,447
2	\$ 20,400	\$ -	\$ 5,971	\$ 12,849	\$ 18,820	\$ 2,090	\$ 20,910	\$ 906	\$ 21,816
3	\$ 20,808	\$ -	\$ 6,091	\$ 13,106	\$ 19,197	\$ 2,090	\$ 21,286	\$ 906	\$ 22,192
4	\$ 21,224	\$ -	\$ 6,212	\$ 13,368	\$ 19,581	\$ 2,090	\$ 21,670	\$ 906	\$ 22,576
5	\$ 21,649	\$ -	\$ 6,337	\$ 13,636	\$ 19,972	\$ 2,090	\$ 22,062	\$ 906	\$ 22,968
6	\$ 22,082	\$ -	\$ 6,463	\$ 13,908	\$ 20,372	\$ 2,090	\$ 22,461	\$ 906	\$ 23,367
7	\$ 22,523	\$ -	\$ 6,593	\$ 14,187	\$ 20,779	\$ 2,090	\$ 22,869	\$ 906	\$ 23,775
8	\$ 22,974	\$ -	\$ 6,725	\$ 14,470	\$ 21,195	\$ 2,090	\$ 23,284	\$ 906	\$ 24,190
9	\$ 23,433	\$ -	\$ 6,859	\$ 14,760	\$ 21,619	\$ 2,090	\$ 23,708	\$ 906	\$ 24,614
10	\$ 23,902	\$ -	\$ 6,996	\$ 15,055	\$ 22,051	\$ 2,090	\$ 24,141	\$ 906	\$ 25,047
11	\$ 24,380	\$ -	\$ 7,136	\$ 15,356	\$ 22,492	\$ 2,090	\$ 24,582	\$ 906	\$ 25,488
12	\$ 24,867	\$ -	\$ 7,279	\$ 15,663	\$ 22,942	\$ 2,090	\$ 25,032	\$ 906	\$ 25,938
13	\$ 25,365	\$ -	\$ 7,424	\$ 15,976	\$ 23,401	\$ 2,090	\$ 25,490	\$ 906	\$ 26,396
14	\$ 25,872	\$ -	\$ 7,573	\$ 16,296	\$ 23,869	\$ 2,090	\$ 25,958	\$ 906	\$ 26,864
15	\$ 26,390	\$ -	\$ 7,724	\$ 16,622	\$ 24,346	\$ 2,090	\$ 26,436	\$ 906	\$ 27,342
<b>Total</b>	\$ 345,868	\$ -	\$ 101,239	\$ 217,849	\$ 319,088	\$ 31,344	\$ 350,432	\$ 13,590	\$ 364,022

\* no Pilots on Ad Valerom Taxes  
Total tilable acres  
Solar acres  
Total Ag Exemption  
% solar vs total ag land

The value of Ag Exemption elimination due to permanent conversion of farm land	
Town Tax Rate	\$ 2.23
62 Current ag exemption amount (add from OARS)	\$ 72,556
21.3 County and School Taxes on Ag Exemption	\$ 1,928
Town (only) Taxes on Ag Exemption	\$ 162
34% Total taxes due based on the elimination of Ag Exemption	\$ 2,090

Current Property Taxes on Property \$ 906

1.250% GCEDC fee	\$ 116,977
Workforce Community Benefit	\$ 25,000
Subtotal	\$ 141,977
GCEDC Legal	\$ 12,500
Total Fee	\$ 154,477

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

Property Taxes at 100% assessed value (assessor)	\$ 64,800
Term	15
Total PILOT	\$ 972,000
Savings	\$ 852,912

Net Savings \$ 1,340,670

Fixed \$ per MW AC	2,500	MW AC	5.0
Escalator	2.0%		

Town	Escalator
Year of Exemption	Fixed Payment \$2000 per MW
1	\$ 12,500
2	\$ 12,750
3	\$ 13,005
4	\$ 13,265
5	\$ 13,530
6	\$ 13,801
7	\$ 14,077
8	\$ 14,359
9	\$ 14,646
10	\$ 14,939
11	\$ 15,237
12	\$ 15,542
13	\$ 15,853
14	\$ 16,170
15	\$ 16,493
<b>Total</b>	\$ 216,168

MAN  
7/27/22



Project Name: Oak Orchard Solar 3

Board Meeting Date: August 3, 2023

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

### PROJECT DESCRIPTION:

Oak Orchard Solar 3 LLC is proposing to construct a community solar farm project on Route 98 in the Town of Batavia. The project will utilize ground-mounted solar panels to convert the sun's energy into 5 MW of AC power. The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

The project's PILOT will contribute \$4,000/MWAC + a 2% annual escalator in payments to Genesee County and Elba Central School District. The PILOT is estimated to generate \$319,088 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

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

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

**Project details:** N/A

**Board Discussion:**

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

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

**Project details:** The project will enhance long term tax base with a planned new community solar farm and \$9,358,166 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 \$319,088 in PILOT payments over the 15-year term which is far greater than current assessed value of this Ag/Vacant land.

**Board Discussion:**

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

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

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

**Board Discussion:**

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

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

The 5 MW solar farm will generate \$566,600 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 to a fiscal impact rate of return based on the original property taxes of \$41.69 to 1.

**Project details:** This project will generate \$41.69 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 Fall 2023 and be operational within 9 months

**Board Discussion**

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

Handwritten initials/signature in the top right corner.

**INITIAL RESOLUTION**  
*(Oak Orchard Solar 3, LLC Project)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, August 3, 2023.

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

Resolution No. 08/2023 - \_\_\_\_\_

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF OAK ORCHARD SOLAR 3, LLC 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, **OAK ORCHARD SOLAR 3, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in approximately 21.30 acres located at Oak Orchard Road in the Town of Batavia, New York (the "Land", being more particularly described as a portion of tax parcel No. 4.-1-16, as may be subdivided); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility"); and

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

WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to 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, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a partial mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance").

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

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

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

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

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

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

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



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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

**CERTIFICATION**  
*(Oak Orchard Solar 3, 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 August 3, 2023, 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary

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Genesee County Economic Development Center  
June 2023 Dashboard  
Balance Sheet - Accrual Basis

	6/30/23	5/31/23	[Per Audit] 12/31/22
<b>ASSETS:</b>			
Cash - Unrestricted	\$ 6,167,150	\$ 6,189,444	\$ 6,428,049
Cash - Restricted (A)(1)	8,326,212	8,312,491	8,955,862
Cash - Reserved (B)	808,277	803,806	797,149
Cash - Subtotal	<u>15,301,639</u>	<u>15,305,741</u>	<u>16,181,060</u>
Grants Receivable (2)	61,119	60,119	67,663
Accounts Receivable (3)	98,238	66,293	105,672
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	43,101	50,407	25,691
Loans Receivable - Current	56,205	57,688	54,539
<b>Total Current Assets</b>	<u>15,563,134</u>	<u>15,543,080</u>	<u>16,437,457</u>
Land Held for Dev. & Resale (5)	23,103,659	23,103,659	22,615,924
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	<u>23,174,916</u>	<u>23,174,916</u>	<u>22,687,181</u>
Less Accumulated Depreciation	<u>(69,511)</u>	<u>(69,456)</u>	<u>(69,183)</u>
<b>Net Property, Plant &amp; Equip.</b>	<u>23,105,405</u>	<u>23,105,460</u>	<u>22,617,998</u>
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	108,951	113,815	138,073
Right to Use Assets, Net of Accumulated Amortization	30,078	30,078	30,078
Net Pension Asset (10)	200,580	200,580	200,580
<b>Other Assets</b>	<u>339,609</u>	<u>344,473</u>	<u>368,731</u>
<b>TOTAL ASSETS</b>	<u>39,008,148</u>	<u>38,993,013</u>	<u>39,424,186</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (10)	416,930	416,930	416,930
<b>Deferred Outflows of Resources</b>	<u>416,930</u>	<u>416,930</u>	<u>416,930</u>
<b>LIABILITIES:</b>			
Accounts Payable (6)	20,295	12,509	218,950
Loan Payable - Genesee County - Current (7)	315,000	315,000	305,000
Accrued Expenses	23,223	18,145	30,879
Lease Payable - Current	12,167	12,167	12,167
Unearned Revenue (8)	8,038,516	8,038,466	8,533,938
<b>Total Current Liabilities</b>	<u>8,409,201</u>	<u>8,396,287</u>	<u>9,100,934</u>
Loans Payable - ESD (9)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (7)	2,510,000	2,510,000	2,825,000
Lease Payable - Noncurrent	17,911	17,911	17,911
<b>Total Noncurrent Liabilities</b>	<u>7,724,398</u>	<u>7,724,398</u>	<u>8,039,398</u>
<b>TOTAL LIABILITIES</b>	<u>16,133,599</u>	<u>16,120,685</u>	<u>17,140,332</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (10)	712,344	712,344	712,344
<b>Deferred Inflows of Resources</b>	<u>712,344</u>	<u>712,344</u>	<u>712,344</u>
<b>NET ASSETS</b>	<u>\$ 22,579,135</u>	<u>\$ 22,576,914</u>	<u>21,988,440</u>

**Significant Events:**

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD.
2. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
3. Accounts Receivable - Econ. Dev. Program Support Grant, MedTech Centre Property Management, etc.
4. Prepaid Expense(s) - Cyber, D&O, life, general liability, umbrella, workers compensation and short-term disability insurance, etc.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Payable - e3communications and interest earned on imprest accounts that will be remitted to ESD.
7. 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.
8. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
9. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
10. Net Pension Asset / Deferred Pension Outflows / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

- (A) Restricted Cash = GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance.  
(B) Reserved Cash = RLF #1 Funds (defederalized).

**Genesee County Economic Development Center  
June 2023 Dashboard  
Profit & Loss - Accrual Basis**

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	Month to Date		YTD		2023	2023
	6/30/23	6/30/22	2023	2022	Board Appr.	YTD %
					<u>Budget</u>	<u>of Budget</u>
<b><u>Operating Revenues:</u></b>						
Genesee County	\$ 19,459	\$ 19,460	\$ 116,755	\$ 116,756	\$ 233,513	50%
Genesee County - WFD	2,083	2,083	12,499	12,500	25,000	50%
Fees - Projects	17,500	500	162,438	303,218	487,000	33%
Fees - Services	7,262	7,099	43,572	42,595	87,146	50%
Interest Income on Loans	183	231	1,157	1,445	2,170	53%
Rent	-	8,750	7,507	16,393	32,910	23%
Common Area Fees - Parks	-	-	391	373	380	103%
Grants (1)	1,000	219,051	1,001,360	3,302,280	4,600,459	22%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	150,000	150,000	300,000	50%
BP <sup>2</sup> Revenue	7,503	-	7,503	3,532	52,819	14%
Other Revenue	-	-	5,246	557	5,000	105%
<b>Total Operating Revenues</b>	<b>79,990</b>	<b>282,174</b>	<b>1,508,428</b>	<b>3,949,649</b>	<b>5,826,397</b>	<b>26%</b>
<b><u>Operating Expenses</u></b>						
General & Admin	107,131	102,353	753,701	719,372	1,519,303	50%
Professional Services	8,492	4,509	46,085	40,016	206,620	22%
Site Maintenance/Repairs	-	447	2,236	2,683	38,000	6%
Property Taxes/Special District Fees	-	-	5,275	3,518	3,030	174%
BP <sup>2</sup> Expense	-	-	-	-	17,244	0%
PIF Expense	-	-	48,162	43,296	151,906	32%
Site Development Expense (2)	-	6,372	160,652	2,369,137	3,666,277	4%
Real Estate Development (3)	-	212,179	487,736	846,130	477,223	102%
Balance Sheet Absorption	-	(212,179)	(487,736)	(846,130)	-	N/A
<b>Total Operating Expenses</b>	<b>115,623</b>	<b>113,681</b>	<b>1,016,111</b>	<b>3,178,022</b>	<b>6,079,603</b>	<b>17%</b>
<b>Operating Revenue (Expense)</b>	<b>(35,633)</b>	<b>168,493</b>	<b>492,317</b>	<b>771,627</b>	<b>(253,206)</b>	
<b><u>Non-Operating Revenue</u></b>						
Other Interest Income (4)	37,854	1,637	98,378	6,733	5,900	1667%
<b>Total Non-Operating Revenue</b>	<b>37,854</b>	<b>1,637</b>	<b>98,378</b>	<b>6,733</b>	<b>5,900</b>	<b>1667%</b>
<b>Change in Net Assets</b>	<b>2,221</b>	<b>170,130</b>	<b>590,695</b>	<b>778,360</b>	<b>\$ (247,306)</b>	
<b>Net Assets - Beginning</b>	<b>22,576,914</b>	<b>20,191,725</b>	<b>21,988,440</b>	<b>19,583,495</b>		
<b>Net Assets - Ending</b>	<b>\$ 22,579,135</b>	<b>\$ 20,361,855</b>	<b>\$ 22,579,135</b>	<b>\$ 20,361,855</b>		

**Significant Events:**

1. 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.
2. 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.
3. Real Estate Development Costs - Includes STAMP development costs.
4. Other Interest Income - Interest rates have increased substantially; invested funds into a 3-month CD for additional interest income.

Genesee County Economic Development Center  
 June 2023 Dashboard  
 Statement of Cash Flows

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	June 2023	YTD
<b>CASH FLOWS USED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 21,542	\$ 150,796
Fees - Projects	17,500	139,938
Fees - Services	-	43,084
Interest Income on Loans	233	1,069
Rent	-	15,756
Common Area Fees - Parks	-	391
Grants	-	513,528
BP <sup>2</sup> Revenue	7,503	7,503
GGLDC Grant - Economic Development Program Support	-	150,000
Other Revenue	-	5,246
Repayment of Loans	6,347	27,456
General & Admin Expense	(90,375)	(782,456)
Professional Services	(8,492)	(60,625)
Site Maintenance/Repairs	-	(2,236)
Site Development	-	(264,089)
Property Taxes/Special District Fees	-	(5,275)
PIF Expense	-	(48,162)
Improv/Additions/Adj to Land Held for Development & Resale	-	(570,672)
Net Cash Used By Operating Activities	(45,742)	(678,748)
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(305,000)
Net Cash Used By Noncapital Financing Activities	-	(305,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	41,640	104,327
Net Change in Cash	(4,102)	(879,421)
Cash - Beginning of Period	15,305,741	16,181,060
Cash - End of Period	\$ 15,301,639	\$ 15,301,639
<b>RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH USED BY OPERATING ACTIVITIES:</b>		
Operating Revenue (Expense)	\$ (35,633)	\$ 492,317
Depreciation Expense	55	328
Decrease (Increase) in Operating Accounts/Grants Receivable	(32,945)	13,978
Decrease (Increase) in Prepaid Expenses	7,306	(17,410)
Decrease in Loans Receivable	6,347	27,456
Increase in Land Held for Development & Resale	-	(487,735)
Increase (Decrease) in Operating Accounts Payable	4,000	(204,604)
Increase (Decrease) in Accrued Expenses	5,078	(7,656)
Decrease in Unearned Revenue	-	(495,472)
Total Adjustments	(10,159)	(1,171,115)
Net Cash Used By Operating Activities	\$ (45,792)	\$ (678,798)

# Budget Timeline

## Genesee County Economic Development Center

- June/July Planning Assumptions / Preliminary Inputs
- Aug 1 Budget Workshop - Audit & Finance Committee Meeting  
\*Review / Discuss Budget Assumptions and Preliminary Inputs
- Sept 5 Audit & Finance Committee Review of Draft Budget & Recommendation
- Sept 7 Board Review & Approval
- Sept 8 Submission to Genesee County Manager
- By Nov 1 Budget to ABO/Post on GCEDC Web Site

## Grassland Mitigation Monitoring and Management agreement with CC Environment and Planning

**Discussion:** With the issuance of the site wide Part 182 for the STAMP site, there are obligations the GCEDC has under the permit conditions as it relates to the mitigation. CC Environment & Planning has proposed a contract that they will implement and oversee all aspects of the required monitoring and management of the grassland mitigation at STAMP per the DEC approved mitigation plan and permit conditions.

This scope of this contract will cover the first 15 years of the permit requirements.

**Fund Commitment:** \$213,112 to be covered under the escrow account established for the Part 182 permit.

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





## CC Environment & Planning

Sheila S. Hess  
Principal Ecologist/CEO

July 28, 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 Grassland Mitigation Monitoring and Management

Dear Mark:

I am pleased to submit the following proposal for CC Environment & Planning to provide monitoring and management services for grassland mitigation at 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

Contractor will implement and oversee all aspects of the required monitoring and management of the grassland mitigation at STAMP as per the approved mitigation plan and relevant permit conditions in New York State Department of Environmental Conservation (NYSDEC) Part 182 Permit No. 8-1820-00032/00003). This scope covers the first 15 years of permit requirements. Tasks include:

1. Grassland Establishment: Provide oversight for establishment of grassland habitat in the 33-acre field, including additional vegetation monitoring, herbicide application of woody vegetation, and establishment of photo stations and mowing zones. Purchase and provide specialized seed mix for seeding in Spring 2024.
2. Annual winter raptor surveys and reporting: One survey per month per field, November through March/April. Final reporting of data to NYSDEC.
3. Annual vegetation monitoring: Monitoring in both grassland mitigation fields according to mitigation plan/permit conditions. Summary report submitted to NYSDEC.
4. Vegetation management: Coordinate with County and oversee required annual mowing.
5. Contingency and maintenance: Identify necessary maintenance and adaptive management needs to reach mitigation goals and adhere to permit conditions. These may include invasive plant/woody vegetation control or supplemental seeding.

**Schedule and Fee**

Project activities will commence immediately upon receipt of a signed contract and extend through 2038. The proposed scope covers the first 15 years of the 60 year mitigation. After year 15, mitigation requirements shift and a contract to continue can be revised and renewed as desired.

This contract is proposed as a lump sum with a budget of \$213,112. Invoices will be submitted monthly based on percent complete. Budget details are provided below to show a typical annual budget by task. This budget is based on, and within, that developed for the mitigation plan.

STAMP Grassland Mitigation Year One Budget	
Task	Year One Budget <sup>1</sup>
1. Grassland Establishment <sup>2</sup>	\$12,660
2. Annual Raptor Surveys	\$6,740
3. Annual Vegetation Monitoring	\$2,730
4. Vegetation Management	\$725
5. Contingency and Maintenance	\$1,500

<sup>1</sup>Budget will increase by 2% annually for inflation.

<sup>2</sup>Task only occurring once over years 1 & 2 for a total cost of \$12,660.

**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 and payment on services rendered.

**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 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.
5. The Client will contract directly with County for annual mowing; CC will conduct coordination and provide oversight.

- 6. Initial seeding (both cover crop and permanent grassland seed mix) will be conducted by farmer or other entity contracted by the Client. CC will provide oversight as well as the permanent seed mix.
- 7. If the cost of contingency measures exceeds allotted budgeted, a contract amendment will be negotiated.

**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,



Sheila S. Hess, Principal Ecologist/CEO  
CEO 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

\_\_\_\_\_  
Date

## Survey for Business Park Association

**Discussion:** The GCEDC asked three companies for bids to survey the following:

1. Subdivision boundary survey map which includes the following:
  - a. A metes and bounds legal description for all developable property at the STAMP site as highlighted on the attached map.
  - b. Separate highlighting or identification of each parcel located the STAMP Site (Plug Power Site, Edwards Vacuum Site, GCEDC Site and NY Green Site) as identified on the attached map including the acreage of each tax lot located within each Site and the record or anticipated owner of each Site. Separate surveys and legal descriptions for the Plug Power Site and the Edwards Vacuum Site are complete and can be provided.
  - c. A metes and bounds legal description for the portion of the STAMP Site that will be transferred to NY Green, Inc. as can be discussed on a call.
  - d. A metes and bounds legal description for the portion of the STAMP Site that will be retained by GCEDC as highlighted on the attached map as "STAMP Utility area".
  - e. A metes and bounds legal description and subdivision map for approximately 33 acres of a mitigation area to be transferred to NYS.

The survey will be used to identify property that will be used in a business park association model, to be able to bill companies based on the acreage they own, for any common charges at the STAMP site.

The results of the bids are as follows:

1. Bid of \$15,000 – Frandina Engineering and Land Surveying
2. Bid of \$17,000 - Welch & O'Donoghue
3. Townsend & Lamendola declined to bid

**Fund Commitment:** Not to exceed \$15,000 to Frandina Engineering and Land Surveying for STAMP survey work from \$33 million.

**Board Action Request:** Approval of survey contract for STAMP.



## SURVEY PROPOSAL

July 21, 2023

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

**RE: Land Survey Quote  
STAMP Mapping**

Dear Mark,

Thank you for including us in this proposal for mapping at the STAMP site. As you know, we have been involved in the project since its inception and have completed most of the mapping for the entire site.

Our scope will address the following items in your proposal, as detailed to Mark Childs in your phone conversation earlier this week:

1. Subdivision boundary survey map which includes the following:
  - a. A metes and bounds legal description for all developable property at the STAMP site as highlighted on the RFP map.

We understand that this includes separate parcel surveys with legal descriptions for the 5 buildable areas in blue:

- |    |                |            |
|----|----------------|------------|
| 1) | TD1            | 304 acres  |
| 2) | TD2            | 35 acres   |
| 3) | Buildable area | 10.0 acres |
| 4) | Buildable area | 6.5 acres  |
| 5) | Buildable area | 10.9 acres |

- b. Separate highlighting or identification of each parcel located the STAMP Site (Plug Power Site, Edwards Vacuum Site, GCEDC Site and NY Green Site) as identified on the attached map including the acreage of each tax lot located within each Site and the record or anticipated owner



of each Site. Separate surveys and legal descriptions for the Plug Power Site and the Edwards Vacuum Site are complete and can be provided.

Our scope will highlight and list the acreage of tax lots within each parcel

c. A metes and bounds legal description for the portion of the STAMP Site that will be transferred to NY Green, Inc. as can be discussed on a call.

Our scope will prepare a separate map & legal description for this parcel.

d. A metes and bounds legal description for the portion of the STAMP Site that will be retained by GCEDC as highlighted on the RFP map as "STAMP Utility area".

Our scope will prepare a separate map & legal description for this ~34.5 acre parcel.

e. A metes and bounds legal description and subdivision map for approximately 33 acres of a mitigation area to be transferred to NYS.

Our scope will prepare a separate map & legal description for this ~33 acre parcel.

We understand that the survey will be used to identify property that will be used in a business park association model, to be able to bill companies based on the acreage they own, for any common charges at the STAMP site.

#### PROPOSAL FEE

- Lump sum of \$15,000

#### ASSUMPTIONS

- NYS Prevailing wage rates good until June 30, 2024
- No field work is anticipated in this proposal, if needed, it will be billed at the hourly rate of \$300/hour.
- No parcel stakeout of boundary limits
- No permitting or submission to municipal authorities
- CAD files and deeds for all parcels to be provided
- It is presumed the owner has approved the right of entry for this survey
- Please indicate if any special permission or access is needed.



**FRANDINA ENGINEERING AND LAND SURVEYING, PC**  
CIVIL ENGINEERS AND LAND SURVEYORS  
*NYS Certified WBE and DBE Firm*

1701 HERTEL AVENUE  
BUFFALO, NEW YORK 14216  
716.883.1299  
[www.FRANDINA.com](http://www.FRANDINA.com)

DELIVERABLES

- Surveys and legal descriptions as listed above, signed and sealed by a NYS Licensed Land Surveyor.
- AutoCAD files and digitally stamped PDF's of completed surveys
- no mylars, no prints.

Thank you for requesting this quote from us and please let us know the outcome.

Very Truly yours,

Rosanne Frandina, PE, LS  
President/CEO

CC: Proposals 3923-8

## Welch & O'Donoghue

**Land Surveyors, P.C.**

P.O. Box 297, 2077 Lakeville Road

Avon, New York 14414

Ph. (585) 226--2990

Fax 343-5810

Email - [wosurvey@rochester.rr.com](mailto:wosurvey@rochester.rr.com)

July 21, 2023

Mark A. Masse, CPA  
Genesee County Economic Development Center  
99 MedTech Drive  
Suite 106  
Batavia, New York 14020

Re: Survey services of - WNY STAMP site - Town of Alabama, Genesee County, NY,  
Including: Buildable Acreage including 359.9+/- acres; Scannell Properties site including  
80.9+/- acres; Plug Power site including 28.7+/- acres; Edwards Vacuum site including  
80.0+/- acres; GCEDC STAMP Utility site including 34.5+/- acres; NY Green site  
including 17.5+/- acres; Subdivision of NYS Mitigation Area including 33.0+/- acres.

Dear Mark,

Thank you for the opportunity to provide you with a quote for surveying services in  
connection with the above-referenced project. Based on a review of the document you  
provided and the telephone conversation, I have the following proposal.

The cost to provide you with the surveying services requested in your email  
dated June 27, 2023, would be \$17,000.00.

I would need eight weeks to complete the work from the time of receiving notice  
to proceed.

If you have any questions or would like to discuss the details of the scope of the  
project, please contact me. The best number to reach me is my cell 585-455-0581.

Sincerely,  
*Kevin M. O'Donoghue*

Kevin M. O'Donoghue, L.S.



**Access Agreement for construction parking area for Plug Power**

**Discussion:** As part of their construction of their hydrogen facility, Plug Power would like to utilize the previously constructed marshalling yard directly to the north of their site as an additional construction parking area.

**Fund Commitment:** None.

**Committee Action Request:** Recommend approval of access agreement.

## ACCESS AGREEMENT

**THIS ACCESS AGREEMENT** (this "Agreement") is made and entered into by and between **PLUG POWER INC.** with an address of 968 Albany Shaker Road, Latham New York 12110 ("Grantee"), and **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE ECONOMIC DEVELOPMENT CENTER**, with an address of 99 MedTech Drive, Suite 106, Batavia, New York 14020 ("Grantor").

WHEREAS, Grantee is developing and constructing a green hydrogen generation facility at the Western New York Science & Technology Advanced Manufacturing Park in Genesee County, New York ("Green Hydrogen Project"), and

WHEREAS, Grantee desires to enter onto certain property, (which is more particularly described in **Exhibit A** attached hereto, the "Property"), for temporary parking purposes as set forth herein, and

WHEREAS, Grantor has agreed to grant Grantee the right to enter thereon for the purposes stated herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Access/Use. Grantor hereby grants to Grantee and its employees, agents, consultants, contractors and subcontractors (collectively, "Grantee's Representatives") an exclusive, revocable license to enter upon the Property, a depiction of which is hereto as Exhibit A, for the purpose of using and making such improvements upon the Property for use as temporary staging area for its construction equipment/material and other such uses of the Property as may be necessary and incidental to its use as a staging area appurtenant to Grantee's Green Hydrogen Project ("Staging Project").
2. Term. This Agreement shall commence on the last date written below (the "Execution Date") and shall terminate upon the earlier of (a) that date that is two (2) years after the Execution Date; or (b) upon written notice from Grantee to Grantor that Grantee has removed the contents of its Staging Project and in fact all such contents have been removed and the Property has been returned to its original condition as existed immediately prior to the commencement of the Term of this Agreement as more fully set forth below.
3. Interference. Grantee and Grantee's Representatives shall utilize commercially reasonable efforts to minimize disruption to Grantor's use of the Property, and to prevent damage to the building, structures and other improvements on the Property or any personal property of Grantor and others located at, on or near the Property, if any. Grantor's use of Property during the Term shall not interfere with the license afforded to Grantee pursuant to Section 1 hereto.
4. Compliance with Laws. In using the Property for temporary storage, Grantee and Grantee's Representatives shall obtain all permits required under, and shall otherwise comply at all times with all laws, rules, regulation, orders, directives and requirements of

any kind imposed by any federal, state or local government or any agency or instrumentality of any such government which are applicable to the Grantee's use of the Property, including without limitation any state or federal environmental laws and Grantee shall cause its employees, representatives, agents, contractors and subcontractors to so comply.

5. Indemnification. Grantee hereby assumes any and all risks associated with the use of the Property by Grantee, its employees, agents or representatives. Grantee hereby agrees to indemnify, defend and hold Grantor, its employees, agents and representatives harmless from and against any and all claims, demands, damages, expenses, losses, fees, costs, liabilities, obligations, penalties and/or suits or other actions (including reasonable attorneys and expert fees) arising in any way from the use of the Property by Grantee, or from any acts or omissions of Grantee, its agents, employees or representatives on the Property. Grantee shall repair any damage to the Property caused by any Grantee Representatives and return the Property to as near as reasonably practicable to the condition it was in prior to the date of this Agreement including insuring that the property is free of trash and debris. All provisions contained herein relating to Grantee's obligations or insuring and indemnifying Grantor and restoring the Property shall survive any termination of this Agreement.
6. Temporary fencing. If the Grantee installs fencing, or other security improvements, to the property they must remove all of those improvements at the termination of the lease. Any other disturbance caused to the property by the Grantee must be restored back to its original condition prior to termination of the lease.
7. Insurance. Grantee shall, as a condition to the grant of the rights provided herein, comply with the insurance requirements set forth at Exhibit B attached hereto.
8. Assignment/Subletting. This Agreement is personal to Grantee and Grantee agrees not to sublease or assign it without the prior written consent of Grantor, which shall not be unreasonably withheld. Any unpermitted purported assignment or sublease by Grantee shall be void *ab initio* and a basis for immediate termination of this Agreement.
9. Binding Provisions. This Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.
10. Governing Law. This Agreement shall be governed by the laws of the State of New York as to, including, without limitation, matters of validity, construction, effect and performance, but exclusive of its conflicts of law's provisions.
11. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be sent to each party's address as set forth at the beginning of this Agreement, subject to change by notice under this section.

12. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute one and the same instrument.
13. Early Termination. The Grantee acknowledges that the Grantor is in future need of the property listed in Exhibit A as being available for NG staging and future STAMP WWTF. The Grantee has the right to terminate this contract at any time upon six (6) months' prior written notice to the Grantee.
14. Entire Agreement. This Agreement constitutes the parties' entire agreement on this subject. No change, waiver or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

*[No further text on this page; Signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed as of the date written under their respective signatures.

**GRANTEE:**

**PLUG POWER INC.**

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

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

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

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

**GRANTOR:**

**GENESEE COUNTY ECONOMIC**

**DEVELOPMENT CENTER**

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

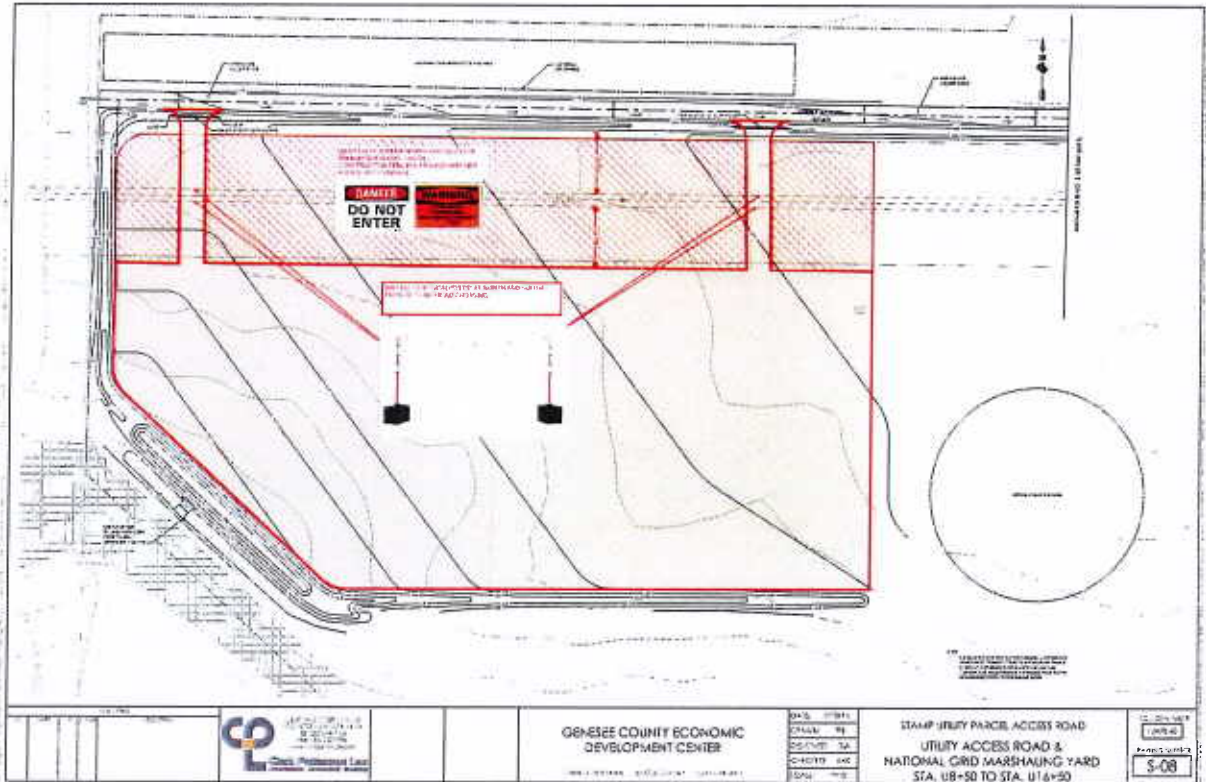
Name: \_\_\_\_\_

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

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

**EXHIBIT A**

**Property Address:** Part of Crosby Road, Basom, New York  
**Tax Account No.:** Part of 10.-1-39.122





## EXHIBIT B

### INSURANCE REQUIREMENTS

Grantee shall maintain insurance protecting Grantee from any and all claims under applicable Workers' Compensation statutes, and shall also provide Employer's Liability coverage with a limit of liability not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

Grantee shall maintain Commercial General Liability Insurance covering all claims of damages for all injuries, including death, and all claims on account of property damage, including Products/Completed Operations and Contractual Liability, of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** combined single limit for bodily injury ("BI") and property damage ("PD"). Such commercial general liability insurance may be carried through a combination of primary and excess liability coverage, shall be endorsed specifically to cover the contractual liability assumed in Section 8 of this Agreement, and shall provide that Grantor is covered as an additional insured.

Grantee shall maintain Comprehensive Automobile Liability Insurance with respect to any and all owned, hired and non-owned vehicles to be used by Grantee or any agent, employee, representative or subcontractor of Grantee in connection with the use of property or any other real property owned by Grantor with a limit of liability not less than **TWO MILLION DOLLARS (\$2,000,000.00)** combined single limit BI and PD.

Upon execution of this Agreement by Grantee and prior to any access to the Property, Grantee shall provide Grantor with certificates from its insurers evidencing that the insurance required to be maintained under this **EXHIBIT B** is in place.

If Grantee contracts with any third party to perform any portion of the Activities on the Property or any other real property owned by Grantor authorized to be performed under this Agreement, Grantee shall be responsible for the acts of such third party and Grantee shall bear all responsibility for assuring the adequacy of any insurance carried by any such third party. The amount of such insurance carried by any third party shall not limit Grantee's liability hereunder.

The liability of Grantee shall not be limited to the insurance required as part of this Agreement.



# GCEDC

## Housing Committee Meeting Report

### Batavia HOME Fund Policy

**Discussion:** The Town and City of Batavia and the GCEDC had previously approved the Batavia Home Fund Agreement in November of 2022. The agreement is that the GCEDC can utilize Host Benefit Agreements on housing projects to put money into the fund. The GCEDC would be the custodian of the funds, and any project would complete an application to request the money and there would be a three person committee (GCEDC, Town and City) that would review the applications and make approvals/disapprovals. The allowable uses of the funds are as follows:

- i. Extraordinary development costs related to hazardous material abatement, remediation, flood hazard areas, etc.
- ii. Demolition / rehabilitation of vacant residential structures that cause community and neighborhood blight.
- iii. Provide incentives to the conversion of rental properties to single family homes
- iv. Infrastructure modernization and improvements including all costs related to planning, design and constructing roadways, multi-modal, water, sewer, gas, electric, telecommunication enhancements, storm water management facilities and related green infrastructure including landscaping and streetscape improvements related to redevelopment projects.
- v. Expansion of sewer capacity at Waste Water Treatment Plant for Studies, Engineering, Construction and Expansion.
- vi. Matching funds to secure other grant resources to further capitalize redevelopment projects in the BOA area.
- vii. Land assemblage, property acquisition and due diligence for Agency Projects consistent with Section 2 of this Agreement.
- viii. Marketing expenses for existing programs such as 421-F, 485-R and Core Housing Owner Incentive Exemption (CHOICE).
- ix. Grants to support CHOICE program

The City and Town of Batavia, along with the GCEDC, have drafted a policy that governs the application process, eligible applicants and eligible uses.

**Fund Commitment:** None.

**Committee Action Request:** Recommend to the full Board to approve the Batavia Home Fund Policy.

## **Batavia Home Fund – Application Policy**

In October of 2022, the City of Batavia (City), Town of Batavia (Town) and Genesee County Economic Development Center (GCEDC) entered into an inter-municipal Agreement to facilitate the remediation, rehabilitation, redevelopment and construction of market rate housing and single family homes in the City of Batavia, for residential use. The goal is to promote and provide for new home construction and rehabilitation or conversion of residential rental to single family homes, improve real estate conditions, expand the tax base and improve neighborhood vitality.

The Batavia Home Fund (BHF) will be capitalized by Host Benefit Agreements on all GCEDC induced housing projects that utilize GCEDC benefits in the Town and City of Batavia, or other projects that may not utilize GCEDC benefits that the Town or City may require Host Benefits Agreements. The BHF funds will be used for infrastructure improvements, future economic and brownfield development interests targeted within the City for new housing projects and the conversion of residential rental to single family homes. The program is administered by the GCEDC with grant funding decisions made by a grant selection committee (Committee) with a representative from the GCEDC, Town and City.

### **Eligible Activities (Maximum Award Up to:)**

1. Extraordinary development costs related to hazardous material abatement, remediation, flood hazard areas, etc., (\$50,000)
2. Demolition/rehabilitation of residential structures that cause community and neighborhood blight. (\$50,000)
3. Infrastructure modernization and improvements including costs to plan, design and constructing of streets, multi-modal, water, sewer, gas, electric, telecommunication enhancements, storm water management facilitates and related infrastructure including landscaping and streetscape improvements related to redevelopment projects and new housing construction. (\$50,000)
4. Matching funds to secure other grant resources to further capitalize on redevelopment projects in the Brownfield Opportunity Area (BOA) and flood zone areas. (\$20,000)
5. Land assemblage, property acquisition and due diligence for new market rate housing projects. (\$50,000)
6. Grants to support owner occupied single family exterior rehabilitation. (\$10,000)
7. Grants to support multi-family conversion into single-family owner occupied. (\$20,000)

### **Program Priorities**

Priority of grants will be given to projects that are located in or near the Brownfield Opportunity Area, the 100-year flood plain and other areas defined by the City as being a priority for development/redevelopment.

### **Home Fund Grant Parameters**

1. Projects should include a visual improvement to property to be eligible.
2. Projects can be rehabilitation or new builds
3. Grant awards are not to exceed 40% of the total project.
4. The funding is on a project-by-project basis. In-kind match is not eligible.
5. Costs incurred prior to the official grant approval date are not eligible for reimbursement and not eligible as a match.

6. Grant funds will be released once Certificate of Occupancy is issued or Permit Closeout is completed, and proper documentation of expenditures is received.

### **Applicant Eligibility**

For profit and non-religious not-for-profit organizations and individuals are eligible to apply after meeting the following conditions:

1. Properties must be located in City of Batavia.
2. The applicant must be current on all municipal taxes including property, water and sewer and any other obligations to the municipalities.
3. The applicant will obtain a City of Batavia building permit prior to construction.
4. The applicant will have the ability to finance the entire project and submit for reimbursement to the BHF when the project is complete.
5. No costs can be claimed against the Batavia Home Fund, in advance of the official project grant approval date.
6. Proposals should provide proof of readiness such as proof of ownership, deed, or purchase agreement, and documentation that 100% of the financing for the project is in place. Please provide quotes from a licensed contractor.

### **Project Scoring**

The Committee will determine the impact that the project will have on the City of Batavia and specifically address the following:

1. **City Priorities**- projects that advance the priorities of Batavia including the BOA Strategy, and are located in either opportunity zone (Ward 3 & 6), or in the flood zone are eligible for additional points in this category **(up to 20 points)**.
2. **Visual Impact**- projects that are visually prominent, have historic value, are in danger of being lost, in part or totally to disrepair and damage **(up to 40 points)**.
3. **Neighborhood impact**- projects that are aesthetically pleasing to the surrounding neighborhood and are designed to eliminate blight. Preference will be given to a collaborative neighborhood improvement plan with multiple residences involved. **(up to 40 points)**.

**Please Note: It is the committee's discretion to award an amount less than requested in the funding application.**

### **Proof of available funding**

Proof of available financing through cash in a bank, documented loan commitment and/or an available project line of credit is required.

### **Regulatory Requirements and Repayment Provisions**

All assistance is in the form of a reimbursable grant with a five (5)-year compliance period. Property owners will be required to execute a Declaration document committing to this compliance period. Should the property owner sell the property within the five (5)-year timeframe, they could be responsible for repaying a portion of the grant funding received, subject to the committee's review and discretion. Repayments will be retained by the BHF and used for eligible economic development activities. Required repayment of grant funds will be calculated in accordance with the Batavia Home Fund, with the following schedule:

Months 0-12: 100% repayment due.

Months 13-24: 80% repayment due.

Months 25-36: 60% repayment due.

Months 37-48: 40% repayment due.

Months 49-60: 20% repayment due.

Months 60 and beyond: 0% repayment due

Grants may be taxable under the Federal Tax Cut & Jobs Act of 2018. Project owners should consult with a business tax professional.

### **Payment Process**

Project reimbursements are made when the project is complete. The Batavia Home Fund Grant operates fully as a reimbursement grant program and the owner is responsible for paying for all agreed costs associated with the project. Payment of grant funds will be made only upon satisfactory completion of building projects and payment of renovation expenses.

1. No reimbursement shall be paid to the owner until final inspections and Certificate of Compliance/Occupancy or permit closeout has been issued by the City of Batavia.
2. All completed work shall comply with all applicable building codes and standards.
3. To substantiate work costs, Owners must provide the following:
  - a. written executed contracts
  - b. bank documents
  - c. copies of invoices for materials and labor
  - d. cancelled checks – Cash payments/cash receipts are not permitted and will not be reimbursed.
  - e. lien releases
  - f. other documents deemed reasonably necessary by the committee to show internal controls.
4. The payment of any amount(s) due and payable by the BHF to a project owner, as a reimbursement pursuant to a grant agreement for work completed shall be payable within sixty (60) calendar days after all work is satisfactorily completed and sufficient supporting documentation is provided to the BHF.

### **Policy Exception for City Use**

1. The City may apply for 100% reimbursement up to \$100,000 for land assembly and demolition.
2. The City must provide a white paper detailing the project and the impact it will have on the neighborhood and City.
3. The City may apply for funds up to \$20,000 for expansion of City utility capacity for Studies, Engineering, Construction and Plant Expansion.
4. The City may apply for funds up to \$5,000 for marketing of existing home programs such as BHF, the 421-F and 421-R programs.

### **Project Application**

Applications will be made available online on the City of Batavia and GCEDC websites and by hard copy at City Hall, located at One Batavia City Centre, Batavia, NY 14020.

### **Application Fee**

The applicant will provide the GCEDC as administrator for the BHF with a \$250 non-refundable application fee.