

**ALLEGANY COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY**

Crossroads Commerce Center  
January 13, 2022  
1:00 p.m.

[https://www.youtube.com/channel/UCXJ1KZ\\_F90Z77-JQxeHzDXQ?](https://www.youtube.com/channel/UCXJ1KZ_F90Z77-JQxeHzDXQ?)

**AGENDA**

**Approval of Minutes**

Board Minutes December 9 2021

**Treasurer's Report**

- Abstract Report – Expenses January
- Banking & Financial Summary January

**Building Maintenance Report**

**Executive Session- discussion of contractual issue**

**Action Items**

**Old Business**

- Review of Hume Solar project
- Other Solar project updates
- Microenterprise Grant
- Alliance update
- Next Phase Development at Crossroads

**New Business**

- Discuss Application for Financial Assistance – Alfred Community Solar

**Good of the Order**

**Next Meeting / Adjournment**

**OPEN CRC MEETING**

**Allegany County Industrial Development Agency**

*December 9, 2021*

Crossroads Conference Center, Belmont, New York 14813

**OPENING REMARKS**

Chairman Ewell called the Board meeting to order, in person, at 10:00 A.M.

The Chairman asked the Board members if anyone had any conflicts of interest or conflicts regarding the agenda. There were no conflicts declared.

- Present: Rich Ewell, Judith Hopkins, Doug Frank, and Randy Shayler.
- Absent: Ward "Skip" Wilday
- Others present: Dr. Craig Clark, IDA Executive Director, Pamela Common, Recording Secretary, Dan Spitzer, attorney for the IDA and Nicole LeBlanc of Amp Solar Energies

Live streaming on YouTube at: <https://www.youtube.com/watch?v=bQXFw6icHCg>

**PRESENTATION**

Nicole LeBlanc, from Amp Energy, spoke to the IDA board and guests regarding a waiver, submitted on November 19, 2021, regarding the use of local labor on the Hume Wiscoy I & II Solar projects. The initial agreement was with another company, who submitted the PILOT application. Amp Energy, then, acquired the solar project and is now requesting a local labor waiver, the waiver letter explains the steps that were taken regarding local labor issues. Initially, this company had utilized 45% local labor and continues to work on increasing. The company has met with the Town of Hume and there are ongoing host agreement negotiations, at this time. Dan Spitzer added, the Town Board of Hume has not officially voted on these additional host agreement negotiations yet. Amp Energy has stepped up and is offering solutions for additional compensation regarding the lack of local labor use issue. The ACIDA Board should also think of ways around this unfortunate circumstance, to bring better things to Allegany. County, such as electrical charge stations, at the Quicklee's Travel Center, as one example.

It is up to the town to sort out this problem as they see fit first in their host agreement. Vice-Chair, Judy Hopkins asked why, with the actual jobs left, what jobs are available and why they cannot be filled with local labor? Nicole LeBlanc stated, for the civil work, they used local labor, such as building and grading of roads, putting up fences, etc. Also, the company did use local equipment, during this phase of construction. The problem arose, on the back half of the project, when much of the construction comes into play, with installing, racking, inverters, and the modules. The quality control managers come from the manufacturer and supervise the installation. The company has been working with reputable firms, who have people that move from job site to job site and know how fast a project can be completed. There was a very short timeline and a shortage of specialized, local labor. In order to complete the project, it was not feasible to train a local fleet of laborers for this specialized type of work. Everything before the specialized work was done by local labor.

Dan Spitzer states, there are two sets of policy at issue. The Board, here, is only concerned with the IDA local labor use requirements and the town, as part of their host agreement proposal, included its own local labor use requirement. The town agreement was not consummated by Amp Energy's predecessor but, it was understood by everyone, the project was moving forward. Amp Energy has stepped up to take that obligation under that agreement. The contractor was

## MAINTENANCE REPORT

C. Clark states, we have the new roof on the building and there are no longer any water leaks. We are, now, looking at all the ceilings and will be fixing them, due to water spots.

## ACTION ITEMS-NONE

## OLD BUSINESS

- **Hume Solar project-none**
- **Other Solar project updates** –Dan Spitzer states, the two Oya Independence projects have slated construction to begin in the late spring and reminded them to follow through with local labor. NSF projects are in process. The executive director sent an email to Dave Norbut regarding local labor use. NSF is in the process of transferring the project. They are finalizing the finances and those are going well.  
D. Spitzer has not heard from the Cuba projects and where they stand now.  
Nautilus has signed its host agreement with Burns, and everything is moving forward.  
Alle-Catt wind project continues to move forward. They have won a couple of huge court decisions and their permits were upheld.  
Farmersville lost a case where they tried to undo the road agreement. Alle-Catt doesn't have a construction timeline but, they are looking to close in the first quarter. Mr. Spitzer states, they will be proceeding in Cattaraugus County. He has asked one of their representatives to be at the next IDA meeting.  
Houghton College, through the CRC, has asked assistance in re-financing, through bonds to take advantage of the financial market. They have three million dollars in improvements and a twenty-five-million-dollar bond to be issued. There was a kickoff meeting, Monday, laying out the schedule. There is an initial public hearing resolution, which will be coming in January 2022 and, they are aiming, at the first quarter, for closing. This, basically, will be using the IDA to reduce their interest costs. It is an investment in the community. Key Bank will be initiating the action and the President of Houghton College is on top of it.  
C. Clark states, we will have to have another CRC meeting to complete that process, within the next couple of weeks.
- **Alliance Update-** D. Spitzer informed the Board, that Alliance had paid 100% of the payments due. Now, the new PILOT will go into effect. Hopefully, this will generate employment and payments for their next PILOT.

Account Balance IDA Jan 2022 - As of 1/19/2022

Account	1/19/2022 Balance
<b>Bank Accounts</b>	
Community Checking IDA	106,702.62
First Citizens-IDA	333,867.42
<b>TOTAL Bank Accounts</b>	<b>440,570.04</b>
<b>Liability Accounts</b>	
Crossroads Mortgage	-197,355.44
OFA Mortgage	-434,405.01
<b>TOTAL Liability Accounts</b>	<b>-631,760.45</b>
<b>OVERALL TOTAL</b>	<b>-191,190.41</b>

# Banking Summary CB-IDA-Jan 2022

12/18/2021 through 1/19/2022

1/10/2022

Page 1

Category	12/18/2021- 1/19/2022
<b>INCOME</b>	
Crossroads-Income	
Rental Income	450
Audio Care	400
Venture Forthe	850
TOTAL Rental Income	850
TOTAL Crossroads-Income	850
<b>TOTAL INCOME</b>	<b>850</b>
<b>EXPENSES</b>	
ACUC - Expense	
Waterline Fees	49
Utilities-Electric	4,269
Waterline Supplies	4,319
TOTAL Waterline Fees	4,319
TOTAL ACUC - Expense	4,319
Crossroads-Expense	
Cleaning	656
Supplies	111
TOTAL Cleaning	766
Insurance	
Property	917
TOTAL Insurance	917
Interest Expense	
Mortgage	859
TOTAL Interest Expense	859
Maintenance	500
Other	38
TOTAL Maintenance	538
Refuse	93
Utilities	
Electric	172
Heat	1,640
Water Machine	90
TOTAL Utilities	1,902
TOTAL Crossroads-Expense	5,076
IDA-Expense	
Professional fees	
Accounting	5,600
Legal	82,693
TOTAL Professional fees	88,293

# Banking Summary CB-IDA-Jan 2022

12/18/2021 through 1/19/2022

1/10/2022

Page 2

Category	12/18/2021- 1/19/2022
Tax	
Fire Protection Tax	497
TOTAL Tax	497
TOTAL IDA-Expense	88,789
OFA - Expense	
Cleaning	655
Supplies	168
TOTAL Cleaning	823
Insurance	
Property	917
TOTAL Insurance	917
interest	
mortgage	1,769
TOTAL interest	1,769
Maintenance	550
Other	0
TOTAL Maintenance	550
Refuse	93
supplies	
Utilities	50
Heat	981
Water Machine	90
TOTAL Utilities	1,071
TOTAL OFA - Expense	5,274
TOTAL EXPENSES	103,457
TRANSFERS	
TO Crossroads Mortgage	-2,265
TO OFA Mortgage	-3,301
TOTAL TRANSFERS	-5,566
OVERALL TOTAL	-108,173

## Abstract CB-IDA Jan 2022

12/18/2021 through 1/19/2022 (Accrual Basis)

Date	Account	Num	Category	Memo	Amount
<b>INCOME</b>					
AudioCare Inc					850.00
1/4/2022	Commu...	DEP	Crossroads-Income:Rental Income:Audio Care	Lease Jan 2022 CK#5483	450.00
Venture Forthe					450.00
1/4/2022	Commu...	DEP	Crossroads-Income:Rental Income:Venture Forthe	Lease: Jan 2022 ck#112065	400.00
<b>EXPENSES</b>					
<b>Allegany County Treasurer's Office</b>					
1/13/2022	Commu...	1883	IDA-Expense:Tax:Fire Protection Tax	Fire protections taxes Crossrds Bldg Bill#001172	-109,022.93
1/13/2022	Commu...	1884	IDA-Expense:Tax:Fire Protection Tax	Fire protection taxes Co Rd 17, Friendship Bill#001262	-496.62
<b>Argentieri Brothers</b>					
1/13/2022	Commu...	1885	Crossroads-Expense:Cleaning	Linens / Rugs Dec '21 Inv#544624/543443	-482.40
<b>AYS/Allegany Arc</b>					
1/13/2022	Commu...	1886	...--Split--	Cleaning Service Dec '21 Inv#INV51797	-14.22
<b>Belmont Lumber &amp; Hardware</b>					
1/13/2022	Commu...	1887	...--Split--	#A293591/A294253/A2929462-Acct#279	-31.20
<b>Buffamante Whipple Buttararo, PC</b>					
1/13/2022	Commu...	1888	IDA-Expense:Professional fees:Accounting	Inv#918618 Client#40459/Audit, taxes, schedule prep Waterline'20	-31.20
<b>Community Bank #1</b>					
12/31/2021	Commu...	EFT	...--Split--	Crossroads Mortgage-Acct #9300005901 Jan 2022	-1,558.04
<b>Community Bank #3</b>					
12/21/2021	Commu...	EFT	...--Split--	OFAVETS Mtg #1012104218 Nov 2021-due 11-21-2021	-68.50
<b>Dr. Craig Clark</b>					
1/13/2022	Commu...	1901	ACUC - Expense:Waterline Fees:Waterline Supplies	Reimbursement-Harbor Freight Order on personal credit card	-5,600.00
<b>Hodgson Russ LLP</b>					
1/13/2022	First Citi...	232	IDA-Expense:Professional fees:Legal	Inv1108084/Bus matters IDA/Empire Cheese Lease/Leaseback t...	-5,600.00
<b>LaForge Disposal</b>					
1/13/2022	Commu...	1900	...--Split--	Acct#951-Disposal Service-Jan 2022	-3,123.51
<b>Municipal Solutions, Inc</b>					
1/13/2022	Commu...	1890	ACUC - Expense:Waterline Fees:Waterline Supplies	Inv#16779-Waterline prep shares co loan/amorizaton schedule	-5,070.04
<b>RG&amp;E</b>					
1/13/2022	Commu...	1891	ACUC - Expense:Waterline Fees:Utilities-Electric	Acct# 20031525411-Oct 27-Dec 27, 2021 Waterline Electric	-493.00
1/13/2022	Commu...	1892	Crossroads-Expense:Utilities:Electric	Acct#2002-2506-867/Nov 25 to Dec 27, 2021 Crossrds Electric	-221.71
<b>Richardson &amp; Stout Insurance, Division of Evans Agency</b>					
1/13/2022	Commu...	1889	...--Split--	Policy#ECP0270245 - Inv#268710 - Installment Pmt	-49.47
<b>Rinker Oil</b>					
1/13/2022	Commu...	1893	Crossroads-Expense:Utilities:Heat	Inv#404726/403322/Acct#6869 Dec 2021	-172.24
<b>Shorts Oil &amp; Propane</b>					
1/13/2022	Commu...	1894	OFA - Expense:Utilities:Heat	Inv#118023/117376 OFA propane-Nov & Dec '21	-1,833.72
<b>Slack Chemical Co</b>					
1/13/2022	Commu...	1895	ACUC - Expense:Waterline Fees:Waterline Supplies	Inv431300 Tamper evident cap/wrench/Superchlor waterline spls	-1,833.72
<b>Stephen Thorpe</b>					
					-1,640.04
					-981.17
					-981.17
					-86.54
					-86.54
					-1,100.00

# Abstract CB-IDA Jan 2022

12/18/2021 through 1/19/2022 (Accrual Basis)

Page 2

1/10/2022

Date	Account	Num	Category	Memo	Amount
1/13/2022	Commu... 1896	...	Split--	Contractual Bldg Maint/Repairs:12/5 to 12/31/21	-1,100.00
Ti Sales, Inc					-2,409.20
1/13/2022	Commu... 1899	ACUC - Expense:Waterline Fees:Waterline Supplies	Inv#INV0138829-Waterline Supplies		-2,409.20
Wilkins Ultra Pure, LLC					-180.00
1/13/2022	Commu... 1897	...	Split--	Acct#951-Inv#26016-Mo Water Filtration system Jan'22 Mainten...	-90.00
1/13/2022	Commu... 1898	...	Split--	Acct#951-Inv#26137-Mo Water Filtration system Feb'22 Mainten...	-90.00
TRANSFERS					5,565.55
Community Bank #1					2,264.64
Community Bank #3					3,300.91
OVERALL TOTAL					-102,607.38





Rec'd 01-07-2022  
Alfred Community Solar, LLC  
PILOT application w/ fee ck#1827

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## APPLICATION FOR FINANCIAL ASSISTANCE

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### Allegany County Industrial Development Agency

Crossroads Commerce & Conference Center

6087 State Route 19N – Suite 100

Belmont, New York 14813

(585) 268-7445 tel

(800) 893-9484 tel

(585) 268-7473 fax

clarkcr@alleganyco.com

Craig R. Clark, P.E., Ph.D.

IDA Executive Director

RECEIVED

BY: 

*A non-refundable application fee of \$500.00 must be submitted*

*at the time of application.*

*Please submit the original application and two (2) copies.*

(For office use only)

ALFRED community solar LLC

Name of Applicant

Number

Effective June 2017

LY A KESSE  
WALTER E MASON  
93 W UNIVERSITY  
ALFRED NY 14802  
(607)587-9903

1824

29-8038/2223

Jul 3 2022

Date

CHECK ARMOR  
MADE IN CHINA

Pay to the  
Order of

ALLEGANY COUNTY FIDA \$ 500.00

Five hundred dollars

Dollars



Photo  
Safe  
Deposit  
Details on back



180 North Main St.  
Alfred, NY 14802  
(607) 587-8788

For

Walter Mason

MP

⑆ 222380388⑆ 12220200169100⑆ 1824

Normal Color

## I. Applicant Information

<b>Company Name:</b>		
Alfred Community Solar LLC		
<b>Address:</b>		
93 West University		
<b>City / Town</b>	<b>State:</b>	<b>Zip:</b>
Alfred, NY	14802	
<b>Phone No.:</b>	<b>Fax No.:</b>	
607-587-9903		
<b>Email Address:</b>	<b>Fed. Id. No.:</b>	

SIC Code (<https://www.osha.gov/pls/imis/sicsearch.html>): 4911

NAICS Code (<http://www.naics.com>): 221114

Contact Person: WALTER MASON

Principal Owners / Officers / Directors: (list owners with 15% or more in equity holdings with percentage ownership)

Ly Kesse Founder  
Name & Title

Walter Mason Founder  
Name & Title

*Corporate Structure (attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)*  
 Form of Entity: ☐ C Corp ☐ S Corp ☐ Partnership ☒ LLC  
☐ LLP ☐ Sole Proprietorship ☐ Not for Profit

If a corporation, partnership, limited liability company/partnership or Not for Profit:

What is the date of the establishment 12/20/2019, Place of organization allegany county ny  
 and, if a foreign organization, is the Applicant authorized to do business in the State of New York?

<b>Applicant's Counsel:</b>		
<b>Address:</b>		
<b>City / Town</b>	<b>State</b>	<b>Zip</b>
<b>Phone No.:</b>	<b>Fax No.:</b>	

### III. Project Employment Information

**\*\*Note:** Please use full time equivalents, approximately Two part time is equivalent to One full time. (Attach additional sheets as necessary)

E1) Current number of full time equivalent employees (prior to project): 0

E2) Estimate how many full time/ part-time jobs will be **retained** as a result of this Project over the next three years: 0

0 Full Time (FT) 0 Part-Time (PT) 0 \*\* Total Full Time Equivalents (FTE)

\*Please note retained jobs should be based upon the most recent NYS MN-45 quarterly report, a copy of which should be attached to this application.

E3) What is the average estimated (annual) salary range of jobs to be retained \_\_\_\_\_ to \_\_\_\_\_  
(at current market rates)

Number of jobs	Job Title	Estimated salary/range	Hours per week

E4) Estimate how many full time/ part-time jobs will be **created** as a result of this Project over the next three years: 0

Full Time (FT) 0 Part-Time (PT) 0 \*\* Total Full Time Equivalents (FTE) 0

E5) What is the planned average hourly wage for the FTE jobs to be created \$ 0

E6) What is the average estimated annual salary range of FTE jobs to be created \$ 0 to \$ 0

E7) What is the planned average annual benefits paid in \$\$ per FTE job to be created \$ 0

E8) Is the Project Commercial in nature (Sales Tax Generating for Community)? YES or NO 0

E9) If yes, what is the estimated annual total Sales Tax to be generated from this project at full build-out? \$ 0

E10) Expected commencement date for project (if any) 6/2022 (mo / year)

E11) Expected timeframe for project to achieve completion? 6 (in months)

E12) Estimate of the number of residents of the Labor Market Area (as defined in N.Y. GML Sec. 859-a(4)(f)) to fill created jobs? 0

**Employment Reports** - The Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, the Applicant agrees to file, or cause to be filed, with the AGENCY, on quarterly basis, copies of form NYS-45-MIN Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Returns filed with the Department of Labor applicable to the project site.

☐ wm *Applicant's Initials*

**AGENCY Reports** - The Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, the Applicant agrees to file, or cause to be filed with the AGENCY, a certified Annual Project Report (to be mailed to the Applicant) due by the last day of February following applicable calendar year, for a period of time not to exceed 4 years post financial assistance.

☐ wm *Applicant's Initials*

**Absence of Conflicts of Interest** - The Applicant has received from the AGENCY a list of the members, officers, and employees of the AGENCY. No member, officers or employee of the AGENCY has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

☐ wm *Applicant's Initials*

**Recapture Provision/Uniform Tax Exemption Policy ("UTEP")** - Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the Applicant. Recapture provisions would be invoked under Section 875(3) of the New York General Municipal Law if it is determined that: (i) the Company 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 by the Agency to be taken by the Company; (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 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. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete, to the best of the Applicant's knowledge. Applicant hereby further represents and warrants that it has reviewed the Agency's UTEP and understands and agrees that under such UTEP, the Agency has the right to recapture all or a portion of any financial assistance provided by the Agency to the Company, including, but not limited to, sales and mortgage tax exemptions and real property tax abatements upon the occurrence of certain events as set forth in the UTEP.

☐ wm *Applicant's Initials*

**No Violation of Section 862(1) of the General Municipal Law** - In accordance with Section 862(1) of the General Municipal Law, the applicant understands and agrees that the Project will not (a) result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state, or (b) result in the abandonment of one or more plant facilities of the Project occupant located within the state. If the Project will result in (a) or (b), the applicant agrees that the requested financial assistance is necessary to prevent the Project from relocating out of the state, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry.

☐ wm *Applicant's Initials*

**Financial Assistance Necessary** - The applicant represents that the project would not likely occur without the financial assistance provided by the AGENCY.

☒ wm *Applicant's Initials*

**Compliance** - The applicant receiving financial assistance is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

☒ wm *Applicant's Initials*

## VI. Hold Harmless Agreement

Applicant hereby releases Allegany County Industrial Development Agency and the members, officers, servants, agents and employees thereof (the "AGENCY") from, agrees that the AGENCY shall not be liable for and agrees to indemnify, defend and hold the AGENCY harmless from and against any and all liability arising from or expense incurred by (A) the AGENCY's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the AGENCY, (B) the AGENCY's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the AGENCY with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the AGENCY or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the AGENCY, its agents or assigns, all costs incurred by the AGENCY in the processing of the Application, including attorneys' fees, if any.

Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the agreements to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

Walter Mason  
(Applicant Signature)

WALTER MASON  
(Print Name)

Pander  
Title

ALPRED Community Solar LLC  
Company Name

Sworn to before me this

3 day of January, 2022

Margaret A Calhoun  
Notary Public

MARGARET A. CALHOUN  
Notary Public, State of New York  
Reg. No. 01CA6385690  
Qualified in Allegany County  
Commission Expires Jan. 14, 2025

## Exhibit B

Type of Project:      ☐ Attraction                      ☐ Expansion                      ☐ Retention  
                                  ☒ Infrastructure                      ☐ Workforce  
 Offerings:    ☐ SLB                      ☐ Bond                      ☐ Grant                      ☐ Consulting

**Estimated Financial Assistance to be provided via AGENCY participation -- subject to AGENCY Board Approval**

*1) Estimated Sales Tax Exemption (8%)	\$ _____
2) Estimated Mortgage Tax Exemption (1.25%)	\$ _____
3) Estimated Property Tax Abatement	\$ ? _____
4) Estimated Total Tax Savings (1+2+3):	\$ _____
5) Estimated Tax-Exempt Interest Cost Savings (via Tax-Exempt Bond)	\$ _____
6) Grant	\$ _____
Type or name of grant ( _____ )	
7) Estimated total Company Savings (4+5+6):	\$ _____
8) Benefited Project Amount (the capital investment directly related to the benefits received)	\$ _____
9) Bond Amount	\$ _____
10) Mortgage Amount	\$ _____
11) Other Loan Fund	\$ _____
12) Loan Secured	\$ _____
Source of loan ( _____ )	
13) Total Amount Financed / Loan Funds Secured	\$ _____ (9+10+11+12)

Proposed PILOT structure:

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\* Estimated Value of Goods and Services to be exempt from sales and use tax as a result of the Agency's involvement in the Project. PLEASE NOTE: These amounts will be verified and there is a potential for a recapture of sales tax exemptions (see "Recapture Provision" on page 4).

\$ \_\_\_\_\_ (to be used on the NYS ST-60)

## Exhibit C

317.20

### Short Environmental Assessment Form

#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

#### Part 1 - Project and Sponsor Information

Name of Action or Project:

**Alfred Community Solar LLC**

Project Location (describe, and attach a location map):

**23 Randolph Rd. Alfred Station NY**

Brief Description of Proposed Action:

Build a 1 acre Solar Garden. Fence it and use for net metering for owners of Alfred Community Solar. Site is old horse pasture in early succession stage. The site is at the top of a hill so flooding is not a problem.

Name of Applicant or Sponsor:

**Alfred Community Solar LLC**

Telephone:  
607-587-9903

E-Mail:  
Alfredcommunitysolar@gmail.com

Address:

**63 West University**

City/Town:

**Alfred**

State:

**NY**

Zip Code:

**14802**

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?

NO YES

If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.

2. Does the proposed action require a permit, approval or funding from any other governmental Agency?

NO YES

If Yes, list agency(s) name and permit or approval:

**Applied for New York Sun Program and Reap Grand from USDA**

3a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres

b. Total acres to be physically disturbed? \_\_\_\_\_ acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

4. Check all land uses that occur on adjoining and near the proposed action.

☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban)

☒ Forest ☒ Agriculture ☐ Aquatic ☐ Other (specify): \_\_\_\_\_

☐ Wetland



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	X	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	X	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	X	
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>WM</u> Date: <u>1/15/21</u> Signature: <u>Arulth W. Lee</u>		

**Part 2 - Impact Assessment.** The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	X	
2. Will the proposed action result in a change in the use or intensity of use of land?	X	
3. Will the proposed action impair the character or quality of the existing community?	X	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	X	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	X	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	X	
7. Will the proposed action impact existing:		
a. public / private water supplies?	X	
b. public / private wastewater treatment utilities?	X	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or esthetic resources?	X	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	X	

**Allegany County Industrial Development Agency Pricing & Fee Policy\***

**Effective Date: October 14, 2021**

**Financial Assistance - Tax Savings\*\*\***

Offering / Activity	Fees	Comments
<p>Lease - Lease Back (SLB) or similar</p> <p>Including any / all of the following:</p> <p>PILOT</p> <p>Sales Tax Exemption</p> <p>Mortgage Tax Exemption</p> <p>Minimum fee of \$2,000</p>	<p>\$500 Non-Refundable Application Fee</p> <p><u>ACIDA Fees:</u> Direct Sales Project: 1% of total capital investment/ benefited project amount</p> <p><u>Administration Fee:</u> For projects with a capital investment of less than \$5 million, there will be a \$500 annual fee charged for each year of benefits provided. For projects with a capital investment of \$5 million or greater, there will be a \$1,000 annual fee charged.</p> <p><u>Legal Fees:</u> Legal transaction fees associated with a project will be estimated to each client on a case by case basis.</p>	<p>Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the ACIDA's Uniform Tax Exception Policy (UTEP).</p>
<p>Sales Tax Exemption Only</p> <p>Minimum fee of \$1,000</p>	<p>\$500 Non-Refundable Application Fee</p> <p><u>ACIDA Fees:</u> Direct Sales Project: 1% of total capital investment/ benefited project amount</p> <p><u>Legal Fees:</u> Legal transaction fees associated with a project will be estimated to each client on a case by case basis.</p>	<p>Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the ACIDA's Uniform Tax Exception Policy (UTEP).</p>
<p>Mortgage Tax Exemption Only</p>	<p>\$500 Non-Refundable Application Fee</p>	<p>Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the</p>

Financing/ Grants/ Consulting

Offering / Activity	Fees	Comments
Grants:	<p>\$500 Non-Refundable Application Fee</p> <p><u>Program Administration Fees:</u> Allowable program administration and delivery fees associated with the grant will be collected by the ACIDA.</p> <p><u>Legal Fees:</u> Legal transaction fees associated with a project will be estimated to each client on a case by case basis.</p>	<p>Generally established and parameters set by Grantor. Negotiations, based on ACIDA involvement, occur on occasion.</p> <p>Project fee negotiated between grantee and ACIDA will be agreed to in a memorandum of understanding.</p>

\*\*\* NOTE – If an applicant wants to have a lease-leaseback transaction with a tax-exempt financing component the total fee charged would be 1% of Capital investment.

\* The ACIDA reserves the right to determine and impose other administrative fees on ACIDA projects in consideration for financial assistance being granted by the ACIDA and/or the costs incurred by the ACIDA. The ACIDA may provide for a different application fee and/or a different administrative fee for a particular project by resolution duly adopted by the ACIDA Board.

Agency and the Company with respect to the Project. The foregoing terms have been read, reviewed and understood by the Company and all appropriate personnel. The undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialmen. Furthermore, the undersigned realized and understands that failure to abide by the terms herein could result in the Agency revoking a portion of Financial Assistance, whether already received or to be received by the Company, as it deems reasonable in its sole discretion for violation hereof.

Title: Founder

Sworn to before me this 3 day

of January, 2022

Margaret A. Calhoun

Notary Public

MARGARET A. CALHOUN  
Notary Public, State of New York  
Reg. No. 01CA6385690  
Qualified in Allegany County  
Commission Expires Jan. 14, 2023

COMPANY CERTIFICATION

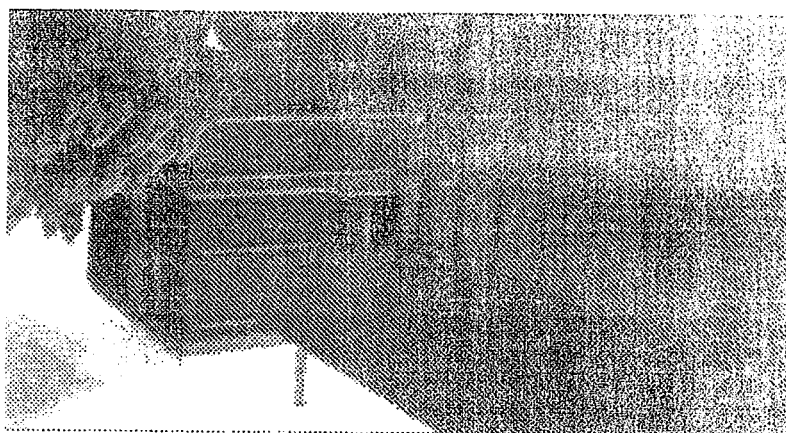
By: Walter M. Mason

Name: WALTER M. MASON

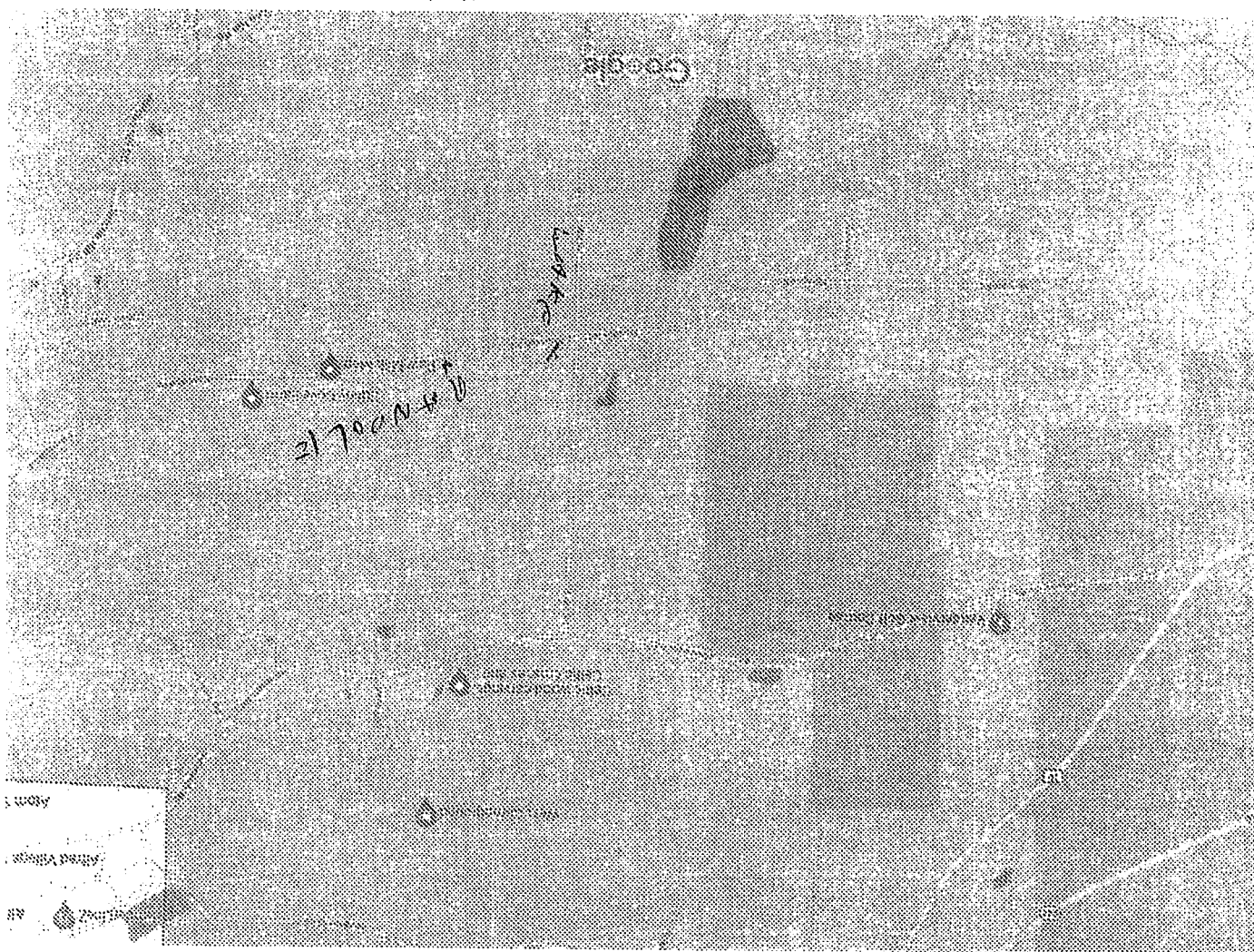
Alfred

NY, USA

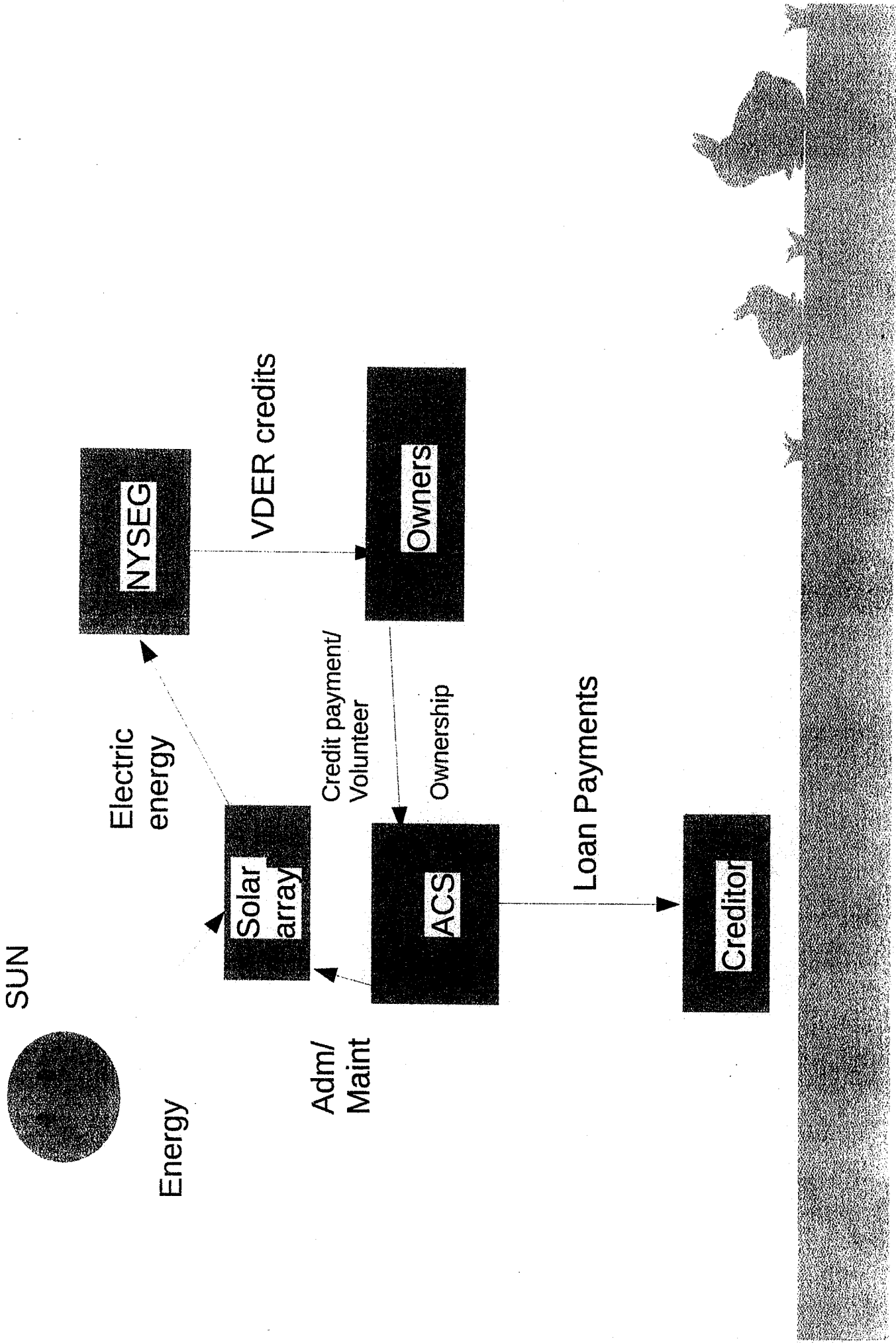
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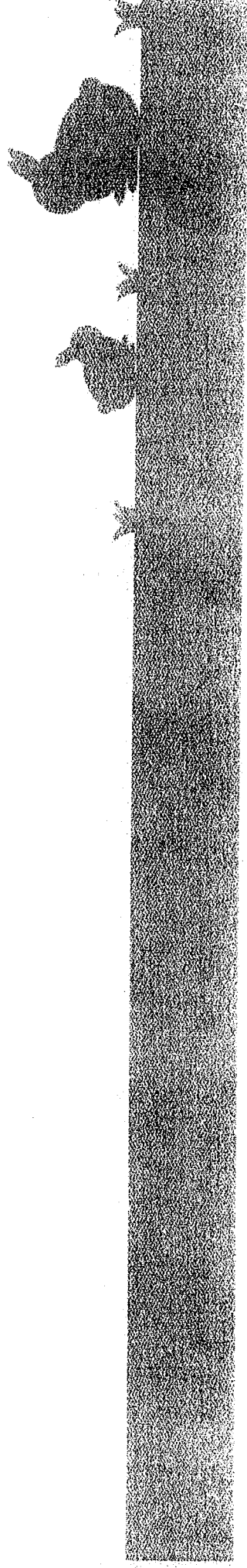
Map data ©2021 Google 1000 ft



Google Maps Alfred



<u>Draw number</u>	<u>% of total</u>	<u>Draw amount</u>	<u>Nyserda Rebate</u>	<u>Payment from owners</u>
1	10%	37,300	0	37,300
2	20%	74,600	0	74,600
3	25%	93,250	23,184	70,066
4	35%	130,550	23,184	107,366
5	10%	37,300	23,184	14,116
Total		373,000		304,000

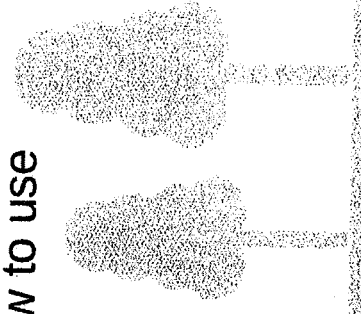




Project Cost	
Cost/W	\$1.878
Cost	\$373,100
NYSERDA	(\$69,000)
Net Cost	\$304,100
REAP Grant Opportunity	(\$56,000)
ITC	(\$80,334)

Uncertain

How to use





## Refinance Inputs

Refinance?

Yes

Refi Year

1

Refi Amount

\$(181,576)

Points

2%

Borrowed

\$(185,208)

Loan Term

13

Interest

4.0%

Ann. Payment

(\$17,533)

# List of transactions year 1

- Borrow 191000 complete construction
- Pay down construction loan with Reap grant bank balance falls to 135000. Founders hold a second mortgage amount to be determined from VDIR.
- Receive payments from owners place 10,000 balance in business acct.
- Assign bill credits. Amend bylaws.
- Hold meetings.

