



APPLICATION FOR FINANCIAL ASSISTANCE

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

*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)

Name of Applicant

Number

Effective June 2017

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Note: All of the above forms must be completed in their entirety to be considered an acceptable application.

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I. Applicant Information

Company Name:	
Hume – Wiscoy Solar I, LLC	
Address:	
c/o Distributed Sun LLC, 1425 K Street NW, Suite 701	
City / Town	State:
Washington	DC
Phone No.:	Fax No.:
202-558-4465	202-559-6060
Email Address:	Fed. Id. No.:
jeff@distributedsun.com	Pending
Zip:	
20005	

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

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

Contact Person: Chet Feldmann, chet@distributedsun.com, 443-454-7990
Paul Holshouser, paul@distributedsun.com, 704-779-3659

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

Jeff Weiss _____ Manager

Name & Title _____

Chase Weir _____ Manager

Name & Title _____

Corporate Structure (attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)

Form of Entity:	<input type="checkbox"/> C Corp	<input type="checkbox"/> S Corp	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Not for Profit	<input checked="" type="checkbox"/> LLC
	<input type="checkbox"/> LLP					

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

What is the date of the establishment February 13, 2020, Place of organization Delaware and, if a foreign organization, is the Applicant authorized to do business in the State of New York?

Yes, the Application for Authority for Hume - Wiscoy Solar I, LLC was filed on February 20, 2020.

Applicant's Counsel:	
Hancock Estabrook, LLP c/o Richard Cook & Carrie Pollak	
Address:	
1800 AXA Tower I, 100 Madison Street	
City / Town	State
Syracuse	NY
Phone No.:	Fax No.:
607.391.2860	
Zip	
13202	

II. Project Information

A) Detailed Description of Project (Including type, location and purpose of project):

Hume - Wiscoy Solar I, LLC proposes to develop, build, and operate a five-megawatt-alternating-current solar photovoltaic array (5 MWac) in the Town of Hume in Allegany County. The generator will connect to electric distribution infrastructure operated by Rochester Gas and Electric Corporation (RGE) on Wiscoy-Mills Mills Road and contribute energy to the Community Distributed Generation Program (CDG) enabled by the New York Department of Public Service (DPS) in Case matter 15-E-00082. The projects will consist of solar modules mounted on rotating equipment to track the sun's path through the sky. Trackers will be either post-driven or screwed solutions, pending geotechnical investigations and detailed design. The electricity from the modules will be collected, inverted, and transformed to saleable electricity to RGE and metered as net-metering credits for retail customers. The project will also require an equipment pad, approximately 15ft by 20ft, internal gravel access paths, and eight-foot security fences.

Is any of the information contained herein considered trade secrets? Yes No

Note: AGENCY will protect said trade secret information herein but reserves the right to disclose certain summary information from this application (i.e. total facility s/f, total capital investment, total job creation, top level wage information et. Al.) As a part of its project summary disclosure related to the AGENCY board's public vote required and resulting from said application.

B) Location of Project / Project Address: Wiscoy-Mills Mills Road Address Hume Town 14735 Zip

C) Current Assessed Value of Property \$97,400 Tax Map # 16.-1-2.21
(not required if project is for equipment purchases only)

D) Square footage of existing building N/A S/F
 Square footage of new / renovated build N/A S/F
 Total Square Footage N/A S/F

Estimated Project Costs / Project Capital Investment:

Building Cost:	
\$ 2,730,000	(New Building Construction cost or Existing building expansion construction)
Land and Building	\$ 0
Production Equipment	(Purchase Value of land and/or building incl. engineering, architect and blue print fees)
\$ 4,225,000	(\$ Value of Production Equipment – not sales taxable)
Other Equipment	\$ 812,500
Other	(\$ Value of sales taxable equip = Furniture/Fixtures, Computers, Lockers...)
\$ 650,000	describe: Interconnection costs
Tot. Cap Invest:	\$ 8,417,500
\$ 8,417,500	(Sum all lines above)

Estimated Public and Private Sources of Funds for Project Costs:	
Grants: \$ 0	
Bonds: \$ 0	
Other loan fund: \$ 4,629,625	
Bank Financing: \$ 0	
Other: \$ 2,946,125	(tax equity)
Equity: \$ 841,750	
Total of all sources of funds: \$ 8,417,500	
Mortgage Amount on this Project: \$ 0	

Total Amount Financed **\$ 7,575,750** **Describe: -**
The project will largely be financed by project debt, up to 55%, and tax equity finance, up to 35%. The remainder of the project will be funded by sponsor equity.

Estimated percentage of costs financed from public sector (grants, bonds, and other loan fund divided by total of all sources of funds): 0%

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): Zero (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 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 N/A to N/A
 (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:

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

E5) What is the planned average hourly wage for the FTE jobs to be created \$ N/A _____

E6) What is the average estimated annual salary range of FTE jobs to be created \$ N/A _____ to \$ N/A _____

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

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

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

E10) Expected commencement date for project (if any) October 2020 _____ (mo / year)

E11) Expected timeframe for project to achieve completion? Six _____ (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? The US Census Bureau estimates there are 1,242,097 residents in Allegany (46,430), Cattaraugus (76,840), Erie (919,719), Livingston (63,227), Steuben (95,796), and Wyoming Counties (40,085), as of July 1, 2018. _____

IV. Representations by the Applicant

- Is the company delinquent in the payment of any state or municipal property taxes? Yes No
- Is the company delinquent in the payment of any income tax obligation? Yes No
- Is the company delinquent in the payment of any loans? Yes No
- Is the company currently in default on any of its loans? Yes No
- Are there currently any unsatisfied judgments against the company? Yes No
- Are there currently any unsatisfied judgments against any of the company's principals? Yes No
- Has the company ever filed for bankruptcy? Yes No
- Have any of the company's principals ever personally filed for bankruptcy, or in any way sought protection from creditors? Yes No

If the answer to any of the questions above is "Yes," please provide additional comments in the space below and on additional pages if necessary.

Please initial each item where indicated

Job Listings - In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act(Public Law 97-300) ("JPTA") in which the Project is located.

 Applicant's Initials

First Consideration for Employment - In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JPTA Entities for new employment opportunities created as a result of the Project.

 Applicant's Initials

Annual Sales Tax Filings - In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the AGENCY, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, an Annual Report of Sales and Use Tax Exemptions (Form ST-340) by the last day of February following applicable calendar year (with a copy to the AGENCY), describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.

 Applicant's Initials

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-MN Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Returns filed with the Department of Labor applicable to the project site.

 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.

 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:

 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.

 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.

 Applicant's Initials

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

 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.

 Applicant's Initials

V. Signatory Page

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that:

- A) The AGENCY will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.
- B) Failure of the Applicant to file appropriate Sales Tax and Employment reports will result in the revocation of tax benefits and require repayment of benefits previously claimed.
- C) If the Applicant submits knowingly false or knowingly misleading information this may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of the AGENCY's involvement in the Project and may also lead to potential criminal penalties and/or civil liabilities for perjury.

(Applicant Signature)

Jeff Weiss

(Print Name)

Manager

Title

Hume - Wiscoy Solar I, LLC

Company Name

This Application should be submitted along with the items listed in Exhibit A to:

Allegany County Industrial Development Agency
Crossroads Center
6087 Route 19N, Suite 100
Belmont, New York 14813
(Attn: Executive Director)

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.



(Applicant Signature)
Jeff Weiss

(Print Name)
Manager

Title
Hume - Wiscoy Solar I, LLC

Company Name

Sworn to before me this

22nd day of April, 2020

Notary Public 



EXHIBIT A

INSURANCE COVERAGE

1. Requirements. The Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

- (i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Project under a blanket insurance policy or policies covering not only the Project but other properties as well.

- Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.

- Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than **\$1,000,000** per accident or occurrence on account of personal injury, including death resulting there from, and **\$1,000,000** per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than **\$3,000,000**, protecting the Company against any loss or liability or damage for personal injury or property damage.

2. Additional Provisions Respecting Insurance. (a) **All insurance required shall name the Agency as a named insured and all other insurance required by Section 4 hereof shall name the Agency as an additional insured.** All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance companies may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days' prior written notice of the cancellation thereof to the Company and the Agency.

(b) All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Agency on the date hereof. Prior to expiration of any such policy, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agent Agreement.

Effective June 2017

Exhibit B

To be completed / calculated by AGENCY

- 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:

* 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)

Fees to be Paid by the Applicant:

Allegheny County Industrial Development Agency \$500 (Per the attached Pricing & Fee Policy) the AGENCY will collect a one percent (1%) fee. The AGENCY will collect its participation fee at the time of closing, based upon the company provided realistic capital investment costs of this project stated in this application. (Should the actual costs exceed those estimated, an additional fee will apply.) In addition, the Applicant will reimburse the Agency for any direct expenses incurred in connection with this Project, including costs related to holding a public hearing.

The AGENCY will collect an annual administration fee. Projects with a capital investment of less than \$5 million will be charged a \$500 annual fee 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.

Hodgson Russ, LLP \$9,500 (Estimated fee for legal services required in connection with the financial assistance provided by the Allegheny County Economic Development Center) **Applicant may be required to pay additional out-of-pocket expenses and applicable filing or recording fees.**

****Financial incentives are public information and will be released to the media upon board approval****



(Applicant Signature)

Jeff Weiss

(Print Name)

Manager

Title

Hume - Wiscoy Solar I, LLC

Company Name

Exhibit C

The following Long Environmental Assessment Form was submitted to the Town of Hume on April 15, 2020 for purposes of seeking local permits.

Exhibit D

Allegany County Industrial Development Agency Pricing & Fee Policy

Effective Date: May 1, 2017

Financial Assistance - Tax Savings***

Offering / Activity	Fees	Comments
<p>Lease - Lease Back (SLB) or similar Including any / all of the following:</p> <ol style="list-style-type: none"> 1. PILOT 2. Sales Tax Exemption 3. Mortgage Tax Exemption 	<p>\$500 Non-Refundable Application Fee</p> <p>ACIDA Fees: Direct Sales Project: 1% of total capital investment/ benefited project amount</p> <p>Administration fee: 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>Legal Fees: 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>Minimum fee of \$2,000</p>	<p>Legal Fees: 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>ACIDA Fees: Direct Sales Project: 1% of total capital investment/ benefited project amount</p> <p>Legal Fees: 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>Minimum fee of \$2,000</p>	<p>\$500 Non-Refundable Application Fee</p> <p>ACIDA Fees: 0.4% of amount financed</p> <p>Legal Fees: 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>

Financing***

Offering / Activity	Fees	Comments
Bond: Taxable or Tax Exempt 1. Financing transaction only 2. Financing included with SLB	\$500 Non-Refundable Application Fee Financing Transaction Only: Direct Sales Project: 1% of total bond amount Applicant must pay NYS Bond Issuance cost plus legal fees. Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Range varies based on ACIDA involvement, term of bond (equip only vs. real property) and spread between taxable and tax exempt yield curves. The shorter the term and / or lower the spread between yield curves requires lower fees to remain competitive vs. commercial lending sources.

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

Financing/ Grants/ Consulting

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

ATTACHMENT TO APPLICATION FOR FINANCIAL ASSISTANCE

Local Labor Workforce Certification

Project applicants (the "Company"), with projected / committed capital investment for facility construction of greater than or equal to \$5,000,000, as a condition to receiving Financial Assistance (including a sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from the Allegany County Industrial Development Agency (the "Agency"), will be required to utilize qualified Local Labor, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

Local Labor Defined

Local Labor is defined as individuals residing in the following Counties: Allegany, Genesee, Orleans, Monroe, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua and Cattaraugus (collectively, the "Local Labor Area").

Local Labor Requirement

At least 90% of the total number of Project employees, excluding construction project management, of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively, the "Workers") working on the Project Site must reside within the Local Labor Area. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Labor Area to qualify under the 90% local labor criteria.

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

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

Local Labor Reporting Requirement

Companies authorized to receive Financial Assistance from the Agency will be required to file or cause to be filed a Local Labor Utilization Report (the "Report") on such form as made available by the Agency, and as directed by the Agency, which will identify, for each Worker, the city, town, or village and associated zip code that each such Worker is domiciled in. The Report shall be submitted to the Agency or its designated agents as follows: (i) immediately prior to commencement of construction activities; and (ii) on or by the next following quarterly dates of January 1, April 1, July 1, and October 1 and each quarterly date thereafter through the construction completion date.

The Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy the applicable books and records of the Company and to perform spot checks of all Workers at the Project site to verify compliance with the Local Labor Requirement throughout the construction period.

Enforcement

If Agency staff determines that: (i) the Local Labor Requirement is not being met; or (ii) upon use of its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Labor Requirement, then written notice delivered by Certified Mail of said Local Labor Requirement violation (the "Notice of Violation") shall be provided to the Company.

The Company shall have 10 business days thereafter to either:

- (i) provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement;
- (ii) submit the Local Labor Waiver Request as described above; or
- (iii) confirm in writing its inability to meet the Local Labor Requirement.

If the Company does not respond to the Agency's Notice of Violation, or if the Company confirms its inability to meet the Local Labor Requirement then the Agency shall immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project. If a Local Labor Waiver Request is submitted and the Agency declines to issue the requester waiver, then the Company shall have 10 business days after receipt of the notice of the waiver request denial to provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement. If the Agency does not receive such confirmation, the Agency shall then immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the 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 all or any portion of Financial Assistance, whether already received or to be received by the Company, as it deems reasonable in its sole discretion for any violation hereof.

COMPANY CERTIFICATION

By: 

Name: Jeff Weiss

Title: Manager

Sworn to before me this 22nd day
of April, 2020.

Notary Public

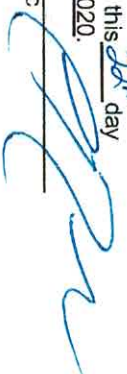




Exhibit E

Requirements for Financial Assistance

Hume - Wiscoy Solar I, LLC ("HWS-1") is developing a solar photovoltaic facility in the Town of Hume (the "Project") as energy infrastructure to bolster the region's electricity systems and provide defined rates to local electricity consumers. Approximately 1,500 households in the region can partake in the electricity generated by the project. HWS-1 requires a real property tax abatement or exemption (through a PILOT agreement) to make the project financially viable. The Project will provide Significant benefit to the Allegany County community, and HWS-1 can describe and define the benefits as follows:

- **\$675,000 in accretive payments.** HWS-1 proposes a total PILOT payment of \$4,500/MWac (\$22,500 per year for 5MWac) for each of the 30 years. Cumulative payments to the respective parties will total \$675,000 over 30 years. The landowner will continue to make tax payments on the underlying land separately. This continuation of underlying taxes translates into an \$3,929 in taxes in 2021 and an estimated value of \$117,870 over the 30 years.
- **Creation of customer acquisition jobs.** In order to successfully subscribe RG&E customers, HWS-1 will require the commercial support of a variety of businesses and internal marketing staff to contact, inform, and encourage the 1,500 households to make the effort to sign up for its locally-sourced, cost-effective, solar electricity bill credits. This undertaking will require 54,000 job hours, or approximately 27 job-years of work.
- **Electricity customer savings.** HWS-1 will offer retail electricity bill credits to its customers to encourage them to sign up for the community solar Project. An estimated 10% discount on bills translates into \$2.7MM in savings over 30 years and a 5% discount translates into \$1.35MM of savings to customers in the RGE electric distribution territory.
- **RGE electric distribution infrastructure upgrades.** HWS-1 expects to pay \$1.1 million to RGE for distribution system upgrades in the Town of Hume. The upgrade includes line hardening, upsizing and protective equipment to benefit all customers in the area. By paying for these upgrades, the project removes some of the costs from future rate-payers' burden over the coming decade. Any present and new electric customers on the distribution line may see improved power quality from the upgrades proposed.
- **Landowner payment reinvestment.** The Project will pay an estimated \$600,000 to the property owner over 30 years. Reinvestments of lease payments in the region may generate additional economic activity and benefits.
- **Local employment.** Based on experience building solar facilities in Central NY, HWS-1 estimates 44,000 job hours to complete the installation – approximately 44 workers over six months; equivalent to 22 job-years (40-hour weeks and 50-week years). The workers will likely contribute to the local economy with their presence, through local purchases of food, fuel, small hardware, and other support services.
- **Societal value.** The New York Public Service Commission values the societal cost of carbon (or its avoidance from renewable energy) at 2.74¢/kWh. Over the next 30 years, the Project will produce approximately 257 million kWh, amounting to an environmental benefit of over \$7MM to New York state residents.
- **No additional community burden.** The project provides new additional revenue to the region, adds new construction jobs, creates emissions-free electricity, offers reinvestment potential without burdening the region by demanding new municipal or utility services, or by adding children to schools.

HWS-1 is requesting an exemption from real property taxes and is offering to pay a total PILOT amount of \$4,500/MWac. HWS-1 will be unable to advance the project without the PILOT agreement.