

CLOSING ITEM NO.: A-7

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ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

ALLE-CATT WIND ENERGY LLC

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UNIFORM AGENCY PROJECT AGREEMENT

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DATED AS OF FEBRUARY 1, 2025

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RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED GENERALLY IN THE NORTHWESTERN CORNER OF THE TOWN OF RUSHFORD AND THROUGHOUT THE TOWN OF CENTERVILLE, ALLEGANY COUNTY, NEW YORK.

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and is for convenience of reference only.)

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## UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of February 1, 2025 (the “Uniform Agency Project Agreement”) by and between ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at Crossroads Commerce & Conference Center, 6087 State Route 19 North, Belmont, New York (the “Agency”) and ALLE-CATT WIND ENERGY LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at One South Wacker, Suite 1800, Chicago, Illinois (the “Company”);

### WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “Enabling Act”) was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 536 of the Laws of 1971 of the State (collectively, with the Enabling Act, the “Act”) and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in December, 2019, Alle-Catt Wind Energy LLC (the “Company”), a limited liability company duly organized and validly existing under the laws of the State of Delaware, presented an application (the “Application”) to the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest in multiple parcels of land in the Towns of Centerville and Rushford, Allegany County, New York (the “Land”), various parcels of land scattered amongst approximately 15,000 leased acres located in the northwestern corner of Rushford and throughout the Town of Centerville, Allegany County, New York (collectively, the “Land”), (2) the construction of various improvements to be located on the Land, including, but not limited to, the following: approximately forty-nine (49) wind turbine generators (approximately 13 of such generators to be located in the Town of Rushford and approximately 36 generators to be located in the Town of Centerville), averaging 3MW each, for a total of 143.6 MW. all of the foregoing to constitute a wind energy generating facility to be owned and operated by the Company (the Land, Facility and the Equipment being collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect

to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on December 12, 2019 (the “Public Hearing Resolution”), the Executive Director of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on December 10, 2019 to the chief executive officers of the county and of each town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on (i) December 10, 2019 on a public bulletin board located at Crossroads Commerce & Conference Center, 6087 State Route 19 North, Belmont, Allegany County, New York and (ii) December 10, 2019 on the Agency’s website, (C) caused notice of the Public Hearing to be published on December 13, 2019 in The Wellsville Spectator, a newspaper of general circulation available to the residents of the Towns of Centerville and Rushford, Allegany County, New York, (D) conducted the Public Hearings on December 30, 2019 at 10:00 o’clock a.m., local time at the Rushford Fire Hall located at 8911 Upper Street in the Town of Rushford, Allegany County, New York and on December 30, 2019 at 1 o’clock p.m., local time at the Centerville Fire Hall located at 8936 County Road 3 in the Town of Centerville, Allegany County, New York, and (E) prepared a report of the Public Hearings (collectively the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearings and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), the Agency determined that the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 of the Public Service Law of the State of New York, as amended, and therefore a determination by the Agency as to whether the Project may have a “significant effect on the environment” (as said quoted term is defined under SEQRA) is not required; and

WHEREAS, the Agency’s Uniform Tax Exemption Policy (the “Policy”) provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency (the “Pilot Request”) that the Agency deviate from the Policy with respect to Project Facility. Pursuant to the resolution adopted by the members of the Agency on July 9, 2020 (the “Pilot Deviation Notice Resolution”), the members of the Agency authorized the Executive Director of the Agency to send a notice to the chief executive officers of the “Affected Tax Jurisdictions” (as defined in the Act) pursuant to Section 874(4) of the Act, informing said individuals that the Agency had received the Pilot Request and that the members of the Agency would consider said request at a meeting of the members of the Agency scheduled to be held on August 13, 2020. The Executive Director of the Agency caused a letter dated July 9, 2020 (the “Pilot Deviation Notice Letter”) to be mailed to the chief executive officers of the Affected Tax Jurisdictions, informing said individuals that the Agency would, at its meeting on August 13, 2020, consider a proposed deviation from the Policy with respect to the payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility and the reasons for said proposed deviation; and

WHEREAS, by resolution adopted by the members of the Agency on August 13, 2020 (the “Pilot Deviation Approval Resolution”), the members of the Agency determined to deviate from the Agency’s Policy with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on August 13, 2020 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of February 1, 2025 (the “Lease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “Basic Documents”). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, in July, 2024 the Agency received an amended application from the Company (the “Amended Application”) providing for certain amendments to the Application (the Application, as amended by the Amended Application, is hereinafter referred to as the “Amended Application”) with respect to the Project from the Company, which Amended Application contains revised Project costs, revised Project description and amounts of Financial Assistance resulting in the need for the Agency, pursuant to Section 859-a of the Act, to hold a second public hearing with respect to the Project and the amount of the Financial Assistance as described in the Amended Application; and

WHEREAS, pursuant to the Amended Application, the members of the Agency adopted a public hearing resolution on July 11, 2024 (the “Second Public Hearing Resolution”) authorizing the Executive Director of the Agency to (A) cause notice of a public hearing of the Agency (the “Second Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on July 15, 2024 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) cause notice of the Second Public Hearing to be posted on July 18, 2024 on the Agency’s website and on July 19, 2024 on a public bulletin board in the Town of Rushford and on July 20, 2024 on a public bulletin board in the Town of Centerville, Allegany County, New York, (C) cause notice of the Second Public Hearing to be published on July 25, 2024 in The Hornell Evening Tribune, a newspaper of general circulation available to the residents of Allegany County, New York, (D) conduct the Second Public Hearings on August 7, 2024 at 7:00 o’clock p.m., local time at the Rushford Town Hall, 8999 Main Street, Town of Rushford, Allegany County, New York, and on August 6, 2024 at 7:00 o’clock p.m., local time at the Centerville Town Hall, 8902 County Road 3, Town of Centerville, Allegany County, New York, (E) prepare reports of the Second Public Hearing (collectively the “Second Hearing Report”) fairly summarizing the views presented at such Second Public Hearings and (F) mail a certified copy of the Public Hearing Resolution with respect to the Amended Application to the affected taxing jurisdictions; and

WHEREAS, by resolution adopted by the members of the Agency on August 8, 2024 (the “Amended Approving Resolution”), the Agency determined to amend the Project per the Amended Application; and

WHEREAS, pursuant to the Amended Approving Resolution, the Project now consists of the following: (A) (1) the acquisition of an interest in multiple parcels of land located in the Towns of Centerville and Rushford, Allegany County, New York, together with various parcels of land scattered amongst approximately 15,000 leased acres located in the northwestern corner of the Town of Rushford and throughout the Town of Centerville, Allegany County, New York (collectively, the “Land”), (2) the construction and installation on the Land of approximately twenty-eight (28) wind turbine generators averaging 4.5 MW each, for a total of 126 MW (collectively, the “Facility”), (3) the construction of associated access roads and electrical interconnect infrastructure (collectively, the “Infrastructure”) and (4) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”), all of the foregoing to constitute a wind energy generating facility to be owned and operated by the Company (the Land, Facility, the Infrastructure and the Equipment being collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section

854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the “Closing”), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of February 1, 2025 (the “Lease to Agency”) by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises” or the “Premises”); (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of February 1, 2025 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement dated as of February 1, 2025 (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver a uniform agency project agreement dated as of February 1, 2025 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement; (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”); and

WHEREAS, (A) the Agency has established certain policies allowing denial of Financial Assistance to any project which does not deliver the public benefits promised at the time said project was approved by the Agency (the “Public Benefits”), (B) the Agency is unwilling to grant Financial Assistance to a project unless the beneficiary of such project agrees that the amount of Financial Assistance to be received by such beneficiary with respect to such project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of such project in delivering the promised Public Benefits, and (C) the Agency has created this Uniform Agency Project Agreement in order to establish the conditions under which the Agency will be entitled to recapture some or all of the Financial Assistance that has been granted to the Company under the Basic Documents if the Project is unsuccessful in whole or in part in delivering the promised Public Benefits; and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency; and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

## ARTICLE I

### DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

“Application” means the application submitted by the Company to the Agency in December, 2019, as amended in July, 2024 with respect to the Project, a copy of which is attached as Schedule D, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

“Basic Documents” shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement.

“Completion Date” means the earlier to occur of (A) December 31, 2026 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

“Contract Employee” means (A) a full-time, private-sector employee (or self-employed individual) that is not on the Company’s payroll but who has worked for the Company at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee, or (B) 2 part-time, private-sector employees (or self-employed individuals) that are not on the Company’s payroll but who have worked for the Company at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee.

“Equipment” shall have the meaning set forth in the Lease Agreement.

“Facility” shall have the meaning set forth in the Lease Agreement.

“Financial Assistance” means exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes as more particularly described in the Basic Documents.

“Full Time Equivalent Employee” means (A) a full-time, permanent, private-sector employee on the Company’s payroll, who has worked at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (B) two part-time, permanent, private-sector employees on Company’s payroll, who have worked at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (C) a Contract Employee.

For purposes of this Project Benefits Agreement and satisfaction of the Employment Levels (as defined herein), the total number of Full Time Equivalent Employees will be calculated as follows: (1)

using the definition of Full Time Equivalent Employee immediately above, determine the number of Full Time Equivalent Employees working at the Project Facility, (2) determine the total hours worked by such Full Time Equivalent Employees (including overtime hours), and (3) divide the total amount of hours worked by the Full Time Equivalent Employees by 35.

By way of example, if the Company employees 65 Full Time Equivalent Employees at the Project Facility, each of the Full Time Equivalent Employees works 40 regular hours per week, and total overtime in a given week is equal to 50 hours, the equation referenced in the paragraph above would be calculated as follows:

$$65 \text{ (FTE)} \times 40 \text{ (Regular Hours)} = 2600 + 50 \text{ (Overtime Hours)} = 2650 \text{ (Hours)}$$
$$2650 \text{ (Hours)} / 35 = 74.29 \text{ (FTE)}$$

“Infrastructure” shall have the meaning set forth in the Lease Agreement.

“Initial Employment Plan” means the initial plan, based on the employment projections contained in the Application, regarding the number of people expected to be employed at the Project Facility and certain other matters, in substantially the form attached as Exhibit G to the Lease Agreement.

“Land” means various parcels of land scattered amongst approximately 15,000 acres located in the northwestern corner of the Town of Rushford and throughout the Town of Centerville, Allegany County, New York.

“Lease Agreement” means the lease agreement dated as of February 1, 2025 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of February 1, 2025 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

“Project” shall have the meaning set forth in the Lease Agreement.

“Project Facility” means, collectively, the Land, the Facility, the Infrastructure and the Equipment.

“Recapture Events” shall mean the following:

(1) failure to complete the acquisition, construction, and installation of the Project Facility;

(2) failure by the Company to meet at least eighty percent (80%) of the Employment Level requirements contained in Section 3.02(E) hereof and in the Application or Initial Employment Plan;

(3) liquidation of substantially all of the Company’s operating assets and/or cessation of substantially all of the Company’s operations;

(4) relocation of all or substantially all of Company’s operations at the Project Facility to another site, or the sale, lease or other disposition of all or substantially all of the Project Facility;

(5) transfer of jobs equal to at least fifteen percent (15%) of the Company's Employment Level out of Allegany County, New York;

(6) failure by the Company to comply with the annual reporting requirements or to provide the Agency with requested information;

(7) sublease of all or part of the Project Facility in violation of the Basic Documents;

(8) a change in the use of the Project Facility, other than as a wind energy generating facility and other directly and indirectly related uses; or

(9) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding 90% of the Total Project Costs as set forth in the Application.

"Recapture Period" means the approximate twenty (20) year period ending on December 31, 2046.

SECTION 1.2. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this Uniform Agency Project Agreement, refer to this Uniform Agency Project Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after, the date of this Uniform Agency Project Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Uniform Agency Project Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Uniform Agency Project Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Uniform Agency Project Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Uniform Agency Project Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant, and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant, and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State and has the power under the laws of the State of Delaware to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Uniform Agency Project Agreement.

(B) Authorization. The Company is authorized and has the power under its Certificate of Formation, Operating Agreement and the laws of the State of Delaware to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its members, the Company has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery and performance of this Uniform Agency Project Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency Project Agreement will not

conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Certificate of Formation, Operating Agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery, or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) Financial Assistance. In the Application or Initial Employment Plan, the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application or Initial Employment Plan, the Agency agrees to provide the Company with the following Financial Assistance related to the Project:

- (1) sales and use tax exemptions (estimated): \$4,429,232.65
- (2) a mortgage recording tax exemption (estimated): \$3,964,276.59
- (3) a real property tax exemption (estimated): \$32,247,505

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

(1) That the Project is described as follows: (1) the acquisition of an interest in multiple parcels of land located in the Towns of Centerville and Rushford, Allegany County, New York, together with various parcels of land scattered amongst approximately 15,000 leased acres located in the northwestern corner of the Town of Rushford and throughout the Town of Centerville, Allegany County, New York (collectively, the "Land"), (2) the construction and installation on the Land of approximately twenty-eight (28) wind turbine generators averaging 4.5 MW each, for a total of 126 MW (collectively, the "Facility"), (3) the construction of associated access roads and electrical interconnect infrastructure (collectively, the "Infrastructure") and (4) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment"), all of the foregoing to constitute a wind energy generating facility to be owned and operated by the Company (the Land, Facility, the Infrastructure and the Equipment being collectively referred to as the "Project Facility").

(2) That the Project will furnish the following benefits to the residents of Allegany County, New York (the "Public Benefits"): which Public Benefits are described in Exhibit A to the Approving Resolution, as amended.

(C) Payment in Lieu of Tax Agreement. A copy of the Payment in Lieu of Tax Agreement is attached as Schedule C. The attached Payment in Lieu of Tax Agreement describes the dates the payments in lieu of taxes are to be made and includes a formula describing the amount of payments in lieu of taxes to be made.

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) Filing – Closing Date. To file with the Agency, prior to the Closing Date, an employment plan, based on the employment projections contained in the Application, regarding the number of people expected to be employed at the Project Facility and certain other matters, in substantially the form attached as Exhibit E to the Lease Agreement.

(B) Filing – Annual. To file with the Agency, on an annual basis, within sixty (60) days after the end of each calendar year, a report regarding the number of people employed at the Project Facility and certain other matters as required under Applicable Law, an annual status report (the “Annual Status Report,” in substantially the form attached hereto as Schedule E and attached as Exhibit H to the Lease Agreement).

(C) Employment Listing. To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the “JTPA Entities”): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)).

(D) Employment Consideration. Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(E) Employment Level. (1) To maintain, as described in the Application, the following employment level (the “Employment Level”) during the term of the Uniform Agency Project Agreement, beginning no later than one (1) year after the Completion Date:

<b>Year</b>	<b>Total Employees</b>
2025	Not Applicable
2026 and thereafter	4.5 Full Time Equivalent Employees

(2) (a) To verify that the Employment Level is being achieved at the Project Facility and the information contained in the Annual Status Report, the Company is required to submit, or cause to be submitted, within sixty (60) days after the end of each calendar year: a form NYS-45 as of the last payroll date in the month of December (the “Quarterly Report,” a copy of which is attached hereto as Schedule A and, together with the Annual Status Report described in Section 3.02(B) above, being collectively referred to as the “Employment Affidavits”) or some other form that is explicitly approved by the Agency. Full Time Equivalent Employees for each calendar year during the term of this Uniform Agency Project Agreement shall be the number reported in the Employment Affidavits delivered by the Company pursuant to Section 3.02(B) and this Section 3.02(E)(2).

(b) In the event that some or all of the Full Time Equivalent Employees employed at the Project Facility constitute Contract Employees, it shall be the responsibility of the Company to deliver, or cause to be delivered, the Quarterly Reports of the employers relating to such Contract Employees. The Company hereby agrees to provide such Quarterly Reports in accordance with the terms contained in Section 3.02(E)(2)(a) above.

(3) For purposes of determining the number of Full Time Equivalent Employees, (i) no more than ten percent (10%) of such Full Time Equivalent Employees may consist of Contract

Employees, and (ii) up to ten percent (10%) of such Full Time Equivalent Employees may be employed off site in other facilities located in Allegany County, New York.

(F) Non-Discrimination. (1) At all times during the term of this Uniform Agency Project Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Company shall use its best efforts to ensure that employees and applicants for employment with the Company or any subtenant of the Project Facility are treated without regard to their race, color, creed, age, sex, or national origin. As used herein, the term “treated” shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(2) The Company agrees that, in all solicitations or advertisements for employees placed by or on behalf of the Company during the term of this Uniform Agency Project Agreement, the Company will state in substance that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age or sex.

(G) Reserved.

(H) Prevailing Wage Law. (1) The Company hereby acknowledges and agrees that the Agency has notified the Company of the following in connection with Section 224-a of the New York Labor Law:

(a) That the Financial Assistance identified in Section 3.01(A) above constitutes “public funds” as defined in Section 224-a(2) of the New York Labor Law and, to the best of the Agency’s knowledge, are not otherwise excluded from the definition of “public funds” pursuant to Section 224-a(3) of the New York Labor Law. Other than the Financial Assistance estimates identified in Section 3.01(A) above and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of “public funds” received by the Company in connection with the Project.

(b) That, if the Project constitutes a “covered project” as defined in Section 224-a(4) of the New York Labor Law, the Company may be subject to certain obligations set forth in the New York Labor Law, including, but not limited to, the Certification (as hereinafter defined) required by Section 224-a(8)(a) of the New York Labor Law.

(2) If the Project constitutes a constitutes a “covered project” as defined in Section 224-a(4) of the New York Labor Law, the Company covenants and agrees that the Company shall certify, under penalty of perjury, within five (5) days of commencement of construction work whether the Project is subject to the provisions of Section 224-a of the New York Labor Law. The Certification shall be made pursuant to the standard form developed by the Public Subsidy Board (as defined in the New York Labor Law) entitled “Certification for Covered Project,” a copy of which is attached hereto as Schedule G. A copy of such Certification shall be filed with the Agency within ten (10) days after any filing required by Section 224-a of the New York Labor Law.

(3) In accordance with Section 224-a of the New York Labor Law, the Company may seek guidance from the Public Subsidy Board as to whether or not the Project is subject to the requirements of Section 224-a of the New York Labor Law. If the Company obtains an opinion of the Public Subsidy Board with respect to the Project, the Company shall deliver to the Agency: (a) a copy of such opinion within ten (10) days after receipt by the Company, and (b) any

correspondence between the Company and the Public Subsidy Board or the New York State Commissioner of Labor in connection with such determination.

## ARTICLE IV

### EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be “Events of Default” under this Uniform Agency Project Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

- (1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.
- (2) The occurrence of an “Event of Default” under any other Basic Document.
- (3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

- (1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 of the Lease Agreement, and (b) all other payments due under this Uniform Agency Project Agreement or any of the other Basic Documents; or
- (2) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency’s right, title and interest in and to the Project Facility (the conveyance of the Agency’s right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Lease to Agency. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or
- (3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements, or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require the Company to provide for the recapture of the project financial assistance provided as of the date of determination (the “Project Financial Assistance”), all in accordance with the terms of this Section 4.03. The Company hereby agrees,

if requested by the Agency, to pay within thirty (30) days to the Agency the recapture of the Project Financial Assistance, as provided in this Section 4.03.

(B) Project Financial Assistance to be Recaptured. The Project Financial Assistance to be recaptured, as adjusted by the provisions of Section 4.03(C) below, by the Agency from the Company upon the occurrence of a Recapture Event during a Recapture Period shall be an amount equal to a percentage (as provided in subsection (C) below) multiplied by the sum of the following:

(1) the portion of the amount of New York State sales and use taxes allocable to Allegany County that the Company would have paid as of the date of determination in connection with the undertaking of the Project if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency;

(2) the amount of any mortgage recording tax exemption provided by the Agency to the Company in connection with the undertaking of the Project; and

(3) the difference between the amount of the payment in lieu of tax payments paid by the Company under the Payment in Lieu of Tax Agreement and the amount of the general real property ad valorem taxes that would have been payable by the Company to the Taxing Entities if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency.

(C) Amount of Project Financial Assistance to be Recaptured. Upon the occurrence of a Recapture Event, the Company shall pay to the Agency the following amounts as recapture:

<b>Year</b>	<b>Amount of Recapture</b>
2025	100% of the Project Financial Assistance
2026	100% of the Project Financial Assistance
2027	95% of the Project Financial Assistance
2028	90% of the Project Financial Assistance
2029	85% of the Project Financial Assistance
2030	80% of the Project Financial Assistance
2031	75% of the Project Financial Assistance
2032	70% of the Project Financial Assistance
2033	65% of the Project Financial Assistance
2034	60% of the Project Financial Assistance
2035	55% of the Project Financial Assistance
2036	50% of the Project Financial Assistance
2037	45% of the Project Financial Assistance
2038	40% of the Project Financial Assistance
2039	35% of the Project Financial Assistance
2040	30% of the Project Financial Assistance
2041	25% of the Project Financial Assistance
2042	20% of the Project Financial Assistance
2043	15% of the Project Financial Assistance
2044	10% of the Project Financial Assistance
2045	5% of the Project Financial Assistance

(D) Redistribution of Project Financial Assistance to be Recaptured. Upon the receipt by the Agency of any amount of Project Financial Assistance pursuant to this Section 4.03, the Agency shall

redistribute such amount within thirty (30) days of such receipt to the Taxing Entity that would have received such amount but for the granting by the Agency of the Project Financial Assistance.

(E) Survival of Obligations. The Company acknowledges that the obligations of the Company in this Section 4.03 shall survive the conveyance of the Project Facility to the Company and the termination of the Lease Agreement.

(F) Agency Review of Recapture Determination. The Agency's determination to recapture all or a portion of the Project Financial Assistance shall be made by the Agency after an evaluation of the criteria for recapture set forth in the Agency's "Recapture Benefits Policy" as in effect as of the Closing Date (a copy of which policy is attached hereto as Schedule B). If the Agency determines that a Recapture Event has occurred, it shall give notice of such determination to the Company. The Company shall have thirty (30) days from the date the notice is deemed given to submit a written response to the Agency's determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (i) a termination of Financial Assistance, (ii) a recapture of Financial Assistance, (iii) both a termination and a recapture of Finance Assistance, (iv) a modification of Financial Assistance or (v) no action.

SECTION 4.04. LATE PAYMENTS. (A) One Month. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.05. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency within thirty (30) days not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Uniform Agency Project Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of a Recapture Event or an Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) No Waiver. In the event any provision contained in this Uniform Agency Project Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release, or modification of this Uniform Agency Project Agreement shall be established by conduct, custom, or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until December 31, 2046.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered, or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Alle-Catt Wind Energy LLC  
One South Wacker, Suite 1800  
Chicago, Illinois 60606  
Attention: General Counsel

WITH A COPY TO:

Hodgson Russ LLP  
677 Broadway, Suite 401  
Albany, New York 12207  
Attention: John W. Dax, Esq.

IF TO THE AGENCY:

Allegany County Industrial Development Agency  
Crossroads Commerce & Conference Center  
6087 State Route 19 North  
Belmont, New York 14731  
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP  
The Guaranty Building  
140 Pearl Street, Suite 100  
Buffalo New York 14202  
Attention: Daniel A. Spitzer, Esq.

(C) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Uniform Agency Project Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.


SECTION 5.08. COUNTERPARTS. This Uniform Agency Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 5.10. SURVIVAL OF OBLIGATIONS. The obligations of the Company to make the filings and listings required by Section 3.02 hereof shall survive the termination of this Uniform Agency Project Agreement, and all such filings and reports after such termination shall be made upon demand of the party to whom such filings and reports are due.

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

ALLEGANY COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

BY:  \_\_\_\_\_  
(Vice) Chairman

ALLE-CATT WIND ENERGY LLC

BY: \_\_\_\_\_  
Michael Baird, Vice President

SPECIAL PROJECT CERTIFICATION

As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

ALLE-CATT WIND ENERGY LLC

BY: \_\_\_\_\_  
Michael Baird, Vice President

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

ALLEGANY COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

BY: \_\_\_\_\_  
(Vice) Chairman

ALLE-CATT WIND ENERGY LLC

BY:  \_\_\_\_\_  
Michael Baird, Vice President

SPECIAL PROJECT CERTIFICATION

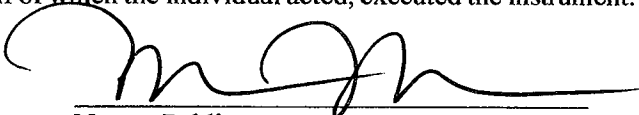
As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

ALLE-CATT WIND ENERGY LLC

BY:  \_\_\_\_\_  
Michael Baird, Vice President

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

On the 24<sup>th</sup> day of August, in the year 2024, before me, the undersigned, personally appeared Randy Shayne, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

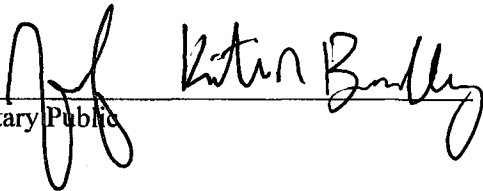
  
\_\_\_\_\_  
Notary Public

MELISSA L. MULLEN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MU6385509  
Qualified in Steuben County  
Commission Expires 01/07/2027

STATE OF ILLINOIS                    )  
  ) ss.:  
COUNTY OF COOK                    )

On the 6 day of September, in the year 2024, before me, the undersigned, personally appeared MICHAEL BAIRD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



  
Notary Public

**SCHEDULE A**  
**NYS-45**  
**QUARTERLY REPORT**





SCHEDULE B  
RECAPTURE BENEFITS POLICY

- SEE ATTACHED -

**6. Recapture of Benefits.**

a.) The Agency, at its sole discretion and on a case-by-case basis, may determine, (but shall not be required to do so) with respect to a particular project, that a project has failed to meet its intended goals and to require the recapture by the Agency of the value of any or all exemptions from taxation granted with respect to the project by virtue of the Agency's involvement, or to modify the terms of the Project Agreement or "PILOT". Events that the Agency may determine will trigger recapture may include, but are not limited to:

- 1) Significant employment reductions not reflective of the company's (normal) business cycle and/or local and national economic conditions or inconsistent with employment levels presented to the Agency at the time the PILOT was agreed to by the Agency. Prior to determination, the company will be asked to come before the ACIDA Board to be given their due process.
- 2) Sale or closure of facility;
- 3) Submission of a false application by the Company;
- 4) Significant change in use in facility;
- 5) Significant change in business activities or project applicant or operator;
- 6) Material noncompliance with or breach of terms of Agency transaction documents or of zoning or land use laws or regulations or federal, state or local environmental laws or regulations.

b.) If the Agency determines to recapture benefits with respect to a particular project, the Agency also shall, in its sole discretion and on a case-by-case basis, determine the timing and percentage of recapture or termination of benefits.

c) Any recapture pursuant to this Section 6 shall be in addition to any recapture required pursuant to the Act or other statutory provisions, including Section 875 of the General Municipal Law.

**7. Additional Recapture Provisions.**

In addition to the provisions for recapture set forth in Section 6, the Agency may, in its sole discretion and on a case-by-case basis, require recapture of benefits with respect to any project or project applicant for:

- 1) Failure to respond to Agency inquiries concerning payments of principal and interest;
- 2) Failure to respond to Agency inquiries concerning insurance coverage or failure to provide insurance certificates when, and as required by the Agency transaction documents;

- 3) Failure to respond to Agency inquiries regarding payment of monies in lieu of taxes;
- 4) Failure to respond to Agency inquiries or to provide facts requested by the Agency in connection with any proceedings or determinations pursuant to Section 5 or Section 6 of this Policy;
- 5) Failure to respond to inquiries of the Agency or failure to provide the Agency with any information or documents requested by the Agency in order to provide any federal, state or local agency with information or reports required under any applicable law, rule or regulation;
- 6) Failure to provide any other information concerning the project or the project applicant or any project operator requested by the Agency.

Upon the occurrence of any of the events listed in this Section 7, the Agency will, upon at least 10 calendar days written notice to the project applicant, hold a hearing at which the project applicant will have the opportunity to provide, or explain its failure to provide, the information requested by the Agency. Within 30 calendar days after the hearing, the Agency will issue a determination whether and to what extent it will require recapture of the value of tax exemptions granted with respect to the project by virtue of the Agency's involvement.

**8. Effective Date.**

This Uniform Tax Exemption Policy shall apply to all projects for which the Agency has adopted or adopts an Inducement Resolution on or after June 1, 2017 and all re-financings of any project induced or closed before June 1, 2017.

**9. Amendments.**

The Agency, by resolution of its Board, and upon notice to all affected tax jurisdictions as may be required by law, may amend or modify the foregoing policy as it may, from time to time, in its sole discretion determine.

SCHEDULE C

COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

- SEE TAB #6 IN TRANSCRIPT

SCHEDULE D  
COPY OF APPLICATION  
- SEE ATTACHED -



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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](mailto: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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IV. Representation by the Applicant	6-7
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Note: All of the above forms must be completed in their entirety to be considered an acceptable application.

## Attachments

Exhibit A – Insurance Requirements (Required)	10
Exhibit B – Estimated Incentives and Fees	11-12
Exhibit C – EAF (Required)	13-16
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Effective June 2017

## I. Applicant Information

<b>Company Name:</b>		
Alle-Catt Wind Energy LLC		
<b>Address:</b>		
One South Wacker Suite 1000		
<b>City / Town</b>	<b>State:</b>	<b>Zip:</b>
Chicago, IL	IL	60606
<b>Phone No.:</b>	<b>Fax No.:</b>	
607-342-6805		
<b>Email Address:</b>	<b>Fed. Id. No.:</b>	
mwells@invenergyllc.com	32-0495601	

SIC Code (<https://www.osha.gov/pls/imis/sicsearch.html>): 49119902

NAICS Code (<http://www.naics.com>): 221115

Contact Person: Marguerite Wells

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

Inenergy Wind Development North America LLC  
Name & Title \_\_\_\_\_

\_\_\_\_\_  
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 4/12/2016, Place of organization Delaware  
and, if a foreign organization, is the Applicant authorized to do business in the State of New York?

<b>Applicant's Counsel:</b> Hodgson Russ		
<b>Address:</b>		
The Guaranty Building 140 Pearl St Suit 100		
<b>City / Town</b>	<b>State</b>	<b>Zip</b>
Buffalo NY	NY	14202
<b>Phone No.:</b>	<b>Fax No.:</b>	
716-856-4000		

Effective June 2017

## II. Project Information

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

Wind power project located in portions of Allegany, Cattaraugus, and Wyoming Counties.

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: Northwest corner of Rushford, most of Centerville

Address Town Zip

C) Current Assessed Value of Property \$ \_\_\_\_\_ Tax Map # see attached list  
(not required if project is for equipment purchases only)

D) Square footage of existing building \_\_\_\_\_ S/F  
 Square footage of new / renovated build \_\_\_\_\_ S/F  
 Total Square Footage \_\_\_\_\_ S/F

<b>Estimated Project Costs / Project Capital Investment:</b> This represents only the Allegany Co. portion of the project	
<b>Building Cost:</b>	
\$ 0 _____ (New Building Construction cost or Existing building expansion construction)	
<b>Land and Building</b>	
\$ 3,248,000 _____ (Purchase Value of land and/or building incl. engineering, architect and blue print fees) <span style="float: right;">land and engineering</span>	
<b>Production Equipment</b>	
\$ 129,399,200 _____ (\$ Value of Production Equipment – not sales taxable) <span style="float: right;">turbines</span>	
<b>Other Equipment</b>	
\$ 40,513,400 _____ (\$ Value of sales taxable equip = Furniture/Fixtures, Computers, Lockers...) <span style="float: right;">utilities, roads, other infrastructure</span>	
<b>Other</b>	
\$ 14,464,274 _____ describe: <b>financing costs</b>	
<b>Tot. Cap Invest:</b>	
\$ 187,624,874 _____ (Sum all lines above)	

<b>Estimated Public and Private Sources of Funds for Project Costs:</b>	
<b>Grants:</b> \$ _____	
<b>Bonds:</b> \$ _____	
<b>Other loan fund:</b> \$ _____	
<b>Bank Financing:</b> \$ 50%	
<b>Other:</b> \$ _____	
<b>Equity:</b> \$ 50%	
<b>Total of all sources of funds:</b> \$ _____	
<b>Mortgage Amount on this Project:</b> \$ _____	
Total Amount Financed \$ <u>95,812,437</u> Describe: <u>Each finance package is custom</u>	
Estimated percentage of costs financed from public sector (grants, bonds, and other loan fund divided by total of all sources of funds):	

Effective June 2017

### 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:           
         Full Time (FT)          Part-Time (PT)          \*\* 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

These numbers a pro-rated for just the Allegany County Portion of the project.

E4) Estimate how many full time/ part-time jobs will be **created** as a result of this Project over the next three years:           
Construction Full Time (FT) 118 Operations FTE Part-Time (PT) 4-5 \*\* Total Full Time Equivalents (FTE) 122

E5) What is the planned average hourly wage for the FTE jobs to be created \$ 41.39 construction period

E6) What is the average estimated annual salary range of FTE jobs to be created \$ 40,000 to \$ 75,000

E7) What is the planned average annual benefits paid in \$\$ per FTE job to be created \$ \$22.40

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

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

E10) Expected commencement date for project (if any) July 2020 start of construction (mo / year)

E11) Expected timeframe for project to achieve completion? 18 months (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? ~50

Effective June 2017

## 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.

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### ***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.

MW **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 JTPA Entities for new employment opportunities created as a result of the Project.

MW **Applicant's Initials**

**Annual Sales Tax Fillings** - 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.

MW **Applicant's Initials**

Effective June 2017

**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.

MW **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.

MW **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:

MW **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.

MW **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.

MW **Applicant's Initials**

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

MW **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.

MW **Applicant's Initials**

Effective June 2017

## 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.

emiller@invenenergyllc.com Digitally signed by: emiller@invenenergyllc.com  
DN: CN = emiller@invenenergyllc.com  
Date: 2019.09.03 16:02:05 -0500

(Applicant Signature)

Eric J. Miller

(Print Name)

Vice President

Title

Alle-Catt Wind Energy 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 )

Effective June 2017

## 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.

emiller@invenergyllc.com Digitaly signed by: emiller@invenergyllc.com  
CN = emiller@invenergyllc.com  
Date: 2018.08.03 15:02:29 -0500

(Applicant Signature)

Eric J. Miller

(Print Name)

Vice President

Title

Alle-Catt Wind Energy LLC

Company Name

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Effective June 2017

## 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:

(a) (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.

(b) 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.

(c) 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 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)

Effective June 2017

**Fees to be Paid by the Applicant:**

**Allegany County Industrial Development Agency \$ 1,000** (Per the attached Pricing & Fee Policy) the AGENCY will collect a 1.0 % 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 \$ \_\_\_\_\_** (Estimated fee for legal services required in connection with the financial assistance provided by the Allegany 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)  
**Eric J. Miller**  
\_\_\_\_\_  
(Print Name)  
**Vice President**  
\_\_\_\_\_  
Title  
**Alle-Catt Wind Energy LLC**  
\_\_\_\_\_  
Company Name

Effective June 2017

## Exhibit C

617.20

*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.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: <b>Alle-Catt Wind Farm</b>			
Project Location (describe, and attach a location map): <b>Rushford and Centerville</b>			
Brief Description of Proposed Action: <b>Wind farm located partly in Allegany County, permitted under Article 10.</b>			
Name of Applicant or Sponsor: <b>Alle-Catt Wind Energy LLC</b>		Telephone: 607-342-6805	E-Mail: mwef@mwenergyllc.com
Address: <b>One South Wacker Suite 1800</b>			
City/PO: <b>Chicago, IL 60606</b>		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? 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.		NO	YES
		<b>X</b>	
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO	YES
			<b>X</b>
3.a. Total acreage of the site of the proposed action? <u>10,000</u> acres			
b. Total acreage to be physically disturbed? <u>~5,000</u> acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <u>30,000</u> acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

Effective June 2017

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?		X	
b. Consistent with the adopted comprehensive plan?		X	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO		YES X
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	X	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels? During construction	NO		YES X
b. Are public transportation service(s) available at or near the site of the proposed action?			
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		X	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO		YES X
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	X	YES
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	X	YES
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO		YES X X
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ <small>See attached table.</small>	NO		YES X X
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO		YES X
16. Is the project site located in the 100 year flood plain?	NO	X	YES
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	X	YES

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>Marguerite Wells</u> Date: <u>9/9/19</u> Signature: <u>[Signature]</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?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
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?		
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?		
7. Will the proposed action impact existing: a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. <u>Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?</u>		
11. <u>Will the proposed action create a hazard to environmental resources or human health?</u>		

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer

## 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"> <li>1. PILOT</li> <li>2. Sales Tax Exemption</li> <li>3. Mortgage Tax Exemption</li> </ol> <p>Minimum fee of \$2,000</p>	<p><b>\$500 Non-Refundable Application Fee</b></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><b>\$500 Non-Refundable Application Fee</b></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>Minimum fee of \$2,000</p>	<p><b>\$500 Non-Refundable Application Fee</b></p> <p><u>ACIDA Fees:</u> 0.4% of amount financed</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>

### Financing\*\*\*

Offering / Activity	Fees	Comments
<b>Bond: Taxable or Tax Exempt</b>  1. Financing transaction only 2. Financing included with SLB	<b>\$500 Non-Refundable Application Fee</b>  <u><b>Financing Transaction Only:</b></u> <b>Direct Sales Project:</b> 1% of total bond amount  Applicant must pay NYS Bond Issuance cost plus legal fees.  <u><b>Legal Fees:</b></u> 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
<b>Grants:</b>	<b>\$500 Non-Refundable Application Fee</b>  <u><b>Program Administration Fees:</b></u> Allowable program administration and delivery fees associated with the grant will be collected by the ACIDA.  <u><b>Legal Fees:</b></u> 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 effected 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: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

SCHEDULE E  
ANNUAL STATUS REPORT

January \_\_, 20\_\_

Re: New Project Verification

Dear:

The Allegany County Industrial Development Agency (the "Agency") is currently providing assistance in connection with your project in the \_\_\_\_\_ of \_\_\_\_\_, Allegany County, New York.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the Agency by \_\_\_\_\_. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

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

Company contact:

Contact phone number:

(Please-correct any information above)

**Financing Information**

Has the Agency provided project financing assistance through issuance of a bond or note?

Yes      No

If financing assistance was provided, please provide:

Original principal balance of bond or note issued \_\_\_\_\_

Outstanding principal balance of such bond or note  
at December 31, 20\_\_ \_\_\_\_\_

Principal paid during 20\_\_ \_\_\_\_\_

Outstanding principal balance of such bond or note

at December 31, 20\_\_ \_\_\_\_\_

Interest rate on mortgage as of December 31, 20\_\_ \_\_\_\_\_

Final maturity date of the bond or note \_\_\_\_\_

Is the Company a not-for-profit? \_\_\_\_\_

**Sales Tax Abatement Information**

Did your company receive Sales Tax Abatement on your Project during 20\_\_? Yes No

If so, please provide the amount of sales tax savings received for each year \_\_\_\_\_

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

**Mortgage Recording Tax Information**

Did your company receive Mortgage Tax Abatement on your Project during 20\_\_? Yes No

The amount of the mortgage recording tax that was abated during 20\_\_ : \_\_\_\_\_

**Job Information**

Number of full time equivalent employees (“FTE”) existing jobs by category before Agency status:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Current number of FTE employees for 20\_\_ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs **created** during 20\_\_ as a result of the assistance received through the Agency by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
<b>Full Time</b>					
<b>Part Time</b>					
<b>Seasonal</b>					
<b>Independent Contractors</b>					
<b>Contract Employees of Independent Contractors</b>					

Number of FTE jobs **retained** during 20\_\_ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
<b>Full Time</b>					
<b>Part Time</b>					
<b>Seasonal</b>					
<b>Independent Contractors</b>					
<b>Contract Employees of Independent Contractors</b>					

**A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.**

Number of FTE construction jobs created during 20\_\_ \_\_\_\_\_

Number of FTE construction jobs during 20\_\_ \_\_\_\_\_

**Salary and Fringe Benefits**

Is the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application still complete, true, and accurate:                      Yes                      No

If not, please provide the revised amounts using the table below:

<b>RELATED EMPLOYMENT INFORMATION</b>				
	<b>Professional or Managerial</b>	<b>Skilled</b>	<b>Semi-Skilled</b>	<b>Un-Skilled</b>
<b>Estimated Salary and Fringe Benefit Averages or Ranges</b>				
<b>Estimated Number of Employees Residing in the Western New York Economic Development Region<sup>1</sup></b>				

**Capital Investment Information**

20\_\_ Capital Investment \_\_\_\_\_

Real Estate \_\_\_\_\_

Construction \_\_\_\_\_

Machinery and Equipment \_\_\_\_\_

Other Taxable Expenses \_\_\_\_\_

Other Non-Taxable Expenses \_\_\_\_\_

**Total Capital Investment** \_\_\_\_\_

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<sup>1</sup> The Western New York Economic Development Region consists of the following counties: Allegany, Cattaraugus, Chautauqua, Erie, Niagara and Wyoming.

**Officer's Certification**

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of the Uniform Agency Project Agreement dated as of February 1, 2025 by and between the Company and Allegany County Industrial Development Agency (the "Project Agreement"), including but not limited to the suspension, discontinuance, and potential claw back of financial assistance provided for the project.

Signed: \_\_\_\_\_  
(Authorized Company Representative)

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

SCHEDULE F  
RESERVED

SCHEDULE G  
CERTIFICATION FOR COVERED PROJECTS  
- SEE ATTACHED -

Bureau of Public Work  
State Office Building Campus  
Building 12 – Room 130  
Albany, New York 12226



Official Use Only

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

PRC No. previously issued: \_\_\_\_\_

### Certification For Covered Project

#### Request For Wage and Supplement Information

Submit this form to certify if a project is covered by LL 224-a or to request a Public Subsidy Board covered project determination. May be mailed to above address or emailed to: [labor.sm.5184851870Fax@labor.ny.gov](mailto:labor.sm.5184851870Fax@labor.ny.gov)

Complete Fillable Fields or Form Must be Typewritten

Submitted By:  Owner  Developer

**A. Contract to be let by:**

1. Name: \_\_\_\_\_  
Complete Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_
2. Send Reply to: \_\_\_\_\_  
Complete Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_
3. Contract Date: \_\_\_\_\_  
Construction Start Date: \_\_\_\_\_  
(may be approximate if no specific date)
4. Contract Name or ID Number: \_\_\_\_\_  
Prime Contractor(s): \_\_\_\_\_  
List Known Sub-contractors: \_\_\_\_\_

**B. Project Particulars**

5. Project Name: \_\_\_\_\_  
Description of Work: \_\_\_\_\_
  
6. Location of Project: \_\_\_\_\_  
Address: \_\_\_\_\_
7. Nature of the Project (check all that apply):  

<input type="checkbox"/> New Construction	<input type="checkbox"/> Heavy/Highway
<input type="checkbox"/> Addition to Existing Structure	<input type="checkbox"/> Sewer/Water Line
<input type="checkbox"/> Demolition, Abatement	<input type="checkbox"/> Renewable Energy
<input type="checkbox"/> Reconstruction, Maintenance, Repair, Alteration	<input type="checkbox"/> Thermal Energy Network
<input type="checkbox"/> Other: _____	
  
8. List All Subsidies and Source: \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_ Total Amount of Subsidies: \$ \_\_\_\_\_

Subsidies Equate to \_\_\_\_\_ Percent(%) of Total Project Costs

9. Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

PW 39a (08/23) See Pages Three (3) To Five (5) For Information on The Requirements of Labor Law Article 8 Page 1 of 4

**REQUIREMENTS OF ARTICLE 8 SECTION 224-a  
OF THE NEW YORK STATE LABOR LAW**

Each owner and developer subject to the requirements of this section shall comply with the objectives and goals of minority and women-owned business enterprises pursuant to article fifteen-A of the executive law and service-disabled veteran-owned businesses pursuant to article seventeen-B of the executive law.

- 10. Is the Owner a minority, women, and/or service-disabled veteran owned business? \_\_\_\_\_
- 11. Is the Developer (if different from owner) a minority, women, and/or service-disabled veteran owned business? \_\_\_\_\_
- 12. List all Contractors and Sub-Contractors who are minority, women, and/or service-disabled veteran owned business:

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**CERTIFICATION / REQUEST FOR DETERMINATION**

As of \_\_\_\_\_ and for a certain project, entitled \_\_\_\_\_, \_\_\_\_\_,  
(Date) (Project Title) (Name of Certifier)  
\_\_\_\_\_, certifies under penalty of perjury pursuant to NYS Labor Law 224-a.8.a. that:  
(Title of Certifier)

- It is unknown if this project is subject to the provisions of NYS Labor Law 224-a and a binding determination from the Public Subsidy Board is hereby requested.
- This project is subject to the provisions of NYS Labor Law 224-a
- This project is not subject to the provisions of NYS Labor Law 224-a  
(if not subject, check all that apply)
  - Total construction project costs are under \$5 million dollars.
  - Total aggregate public funding equates to less than 30% of total construction project Costs.
  - The project is exempted by one of the provisions of Subdivision 4 of NYS Labor Law 224-a.  
Please specify: \_\_\_\_\_
  - The public funding is exempted by one of provisions of Subdivision 3 of NYS Labor Law 224-a.  
Please specify: \_\_\_\_\_

Signature: \_\_\_\_\_ Address of Certifier: \_\_\_\_\_

Date: \_\_\_\_\_  
The certification should be signed by members of management who are responsible for and knowledgeable, directly or through others in the organization, about the matters covered by the assertion.

**REQUIREMENTS OF ARTICLE 8  
(SECTIONS 220 THRU 224-C)  
OF THE NEW YORK STATE LABOR LAW  
COVERED PROJECTS SUBJECT TO PREVAILING WAGE:**

A "covered project" means construction work done under contract which is paid for in whole or in part out of public funds where the amount of all such public funds, when aggregated, total at least thirty percent of the total construction project costs and where such project costs are over five million dollars.

"Public funds" shall mean any of the following: (a) The payment of money, by a public entity, or a third-party acting on behalf of and for the benefit of a public entity, directly to or on behalf of the contractor, subcontractor, developer or owner that is not subject to repayment, (b) the savings achieved from fees, rents, interest rates, or other loan costs, or insurance costs that are lower than market rate costs; savings from reduced taxes as a result of tax credits, tax abatements, tax exemptions or tax increment financing; savings from payments in lieu of taxes; and any other savings from reduced, waived, or forgiven costs that would have otherwise been at a higher or market rate but for the involvement of the public entity, (c) money loaned by the public entity that is to be repaid on a contingent basis, and (d) credits that are applied by the public entity against repayment of obligations to the public entity.

"Public funds" shall NOT mean any of the following: (a) benefits under section 421-a of the Real Property Tax Law, (b) funds that are not provided primarily to promote, incentivize, or ensure that construction work is performed, (c) funds used to incentivize or ensure the development of a comprehensive sewage system, provided such work shall be deemed a public work, (d) tax benefits provided for projects the length and value of which are not able to be calculated at the time the work is to be performed, (e) tax benefits related to brownfield remediation or brownfield redevelopment, (f) funds provided pursuant to subdivision 3 of section 2853 of the Education Law, and (g) any other public monies, credits, savings or loans, determined as exempt by the Public Subsidy Board established pursuant to section 224-c of the New York State Labor Law. Such covered projects are subject to the prevailing wage requirements of section 220 and 220-b of the New York State Labor Law.

Exemptions from what constitutes a covert project subject to prevailing wage can be found in section 224-a.4 and include but are not limited to: construction work performed under a contract with certain not-for-profit corporations, construction work performed on certain affordable housing projects, construction work performed under a labor peace agreement, project labor agreement, or pre-hire collective bargaining agreements between an owner or contractor and a bona fide building and construction trade labor organization which has established itself as the collective bargaining representative for all persons who will perform work on such a project, and which provides that only contractors and subcontractors who sign a pre-negotiated agreement with the labor organization can perform work on such a project.

The owner or developer of such covered projects shall certify under penalty of perjury within five days of commencement of construction work whether the project at issue is subject to the provisions of this section using the Certification for Covered Project/Request for Wage and Supplement Information form

The owners or developers of a property who are undertaking a project under private contract, may seek guidance from the Public Subsidy Board and the board may render a binding determination as to any particular matter related to an existing or potential covered project. Requests for a Board determination must be made by submitting this form (PWV-39a) to the Bureau of Public Work via mail or the email listed at the top of page 1. All correspondence to the Public Subsidy Board may be sent to:

New York State Department of Labor – Bureau of Public Work  
Attn: Public Subsidy Board Secretary  
State Office Building Campus  
Building 12 – Room 130  
Albany, NY 12226

Information regarding the Public Subsidy Board, its bylaws and procedures, meeting agendas, recordings of past meetings, and list of determinations issued by the Board can be found at: <https://dol.ny.gov/public-subsidy-board>

**PREVAILING RATE SCHEDULE:**

The Labor Law requires public work contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wages and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed.

The prevailing rate schedule of wages and supplements listing the hourly rates for the trades and the occupations of the workers to be employed on the project may be obtained from the Bureau of Public Work of the New York State Department of Labor by completing and forwarding the Certification for Covered Project/ Request for Wage and Supplement Information form. A legible statement of all applicable wage rates and supplements MUST be posted by all contractors and subcontractors in a prominent and accessible place on the site where the work is performed. The posting must be capable of withstanding adverse weather conditions and be titled "Prevailing Rate of Wages," in lettering no smaller than 2 inches in height and 2 inches in width.

All contractors and subcontractors shall notify all laborers, workers or mechanics in their employ in writing on all pay-stubs of the prevailing rate of wage for their job classification(s).

All contractors and subcontractors shall keep original payrolls or transcripts thereof, subscribe and sworn to or affirmed by him or her as true under the penalties of perjury, setting forth the names and addresses and showing for each worker, laborer, or mechanic the hours and says worked, the occupations worked, the hourly wage rates paid and the supplements paid or provided.

**WITHHOLDING OF PAYMENTS FROM CONTRACTORS:**

If the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b of the Labor law to so notify the financial officer of the Department of Jurisdiction that awarded the contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau of Public Work as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor.

The Department of Jurisdiction shall comply with an order of the Commissioner of Labor or of the Court with respect to the release of the funds so withheld.

**STOP WORK ORDERS:**

If the Bureau of Public Work finds cause to believe that any person, in connection with the performance of a covered project, has substantially and materially failed to comply with or intentionally invaded the provisions of this article, the fiscal officer may notify such a person in writing of the intention to issue a stop-work order and their right to a hearing. If a stop-work order is issued following a hearing it shall remain in effect until the Commissioner of Labor directs that it be removed, upon a final determination on the complaint or where such failure to comply or evade has been deemed corrected.

**CHANGE WORK ORDERS AND COST OVERRUNS:**

For projects where within five days of commencement of construction the total construction costs were estimated to be below five million dollars or the total aggregate public funds were below 30% of total construction costs exceeding five million dollars, any change-work orders, cost overruns or an increase in public funding that results in total project costs exceeding five million dollars or public funds exceeding 30% of total construction costs were total costs exceed five million dollars, the provisions of section 224-a will become applicable and the project shall be thereafter deemed a covered project.

The Certification for Covered Project/Request for Wage and Supplement Information form must then be completed and submitted within five business days.