

PRELIMINARY AGREEMENT

THIS PRELIMINARY AGREEMENT (this "Preliminary Agreement") dated as of the ____ day of July, 2025, between the COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York, and CHAUTAUQUA CSG 1 LLC, a limited liability company duly organized and existing under the laws of the State of New York (the "Applicant").

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-h of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Applicant presented an application for financial assistance (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Proposed Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 15.58 acre portion of two parcels of land totaling approximately 30.4 acres located at 1437 West NY-394 and West NY-394 Rear, Town of Poland, County of Chautauqua, New York (Tax Map Parcel ID Nos. 355.00-2-38.1 and 355.00-2-38.2) (the "Land"), (2) the acquisition, construction, installation, and equipping on the Land of: (i) solar photovoltaic modules mounted on tracking steel structure, (ii) inverters and transformers, (iii) underground and overhead electrical lines, (iv) fencing, and (v) a system of access roads, parking, landscaping and related improvements to the Land (collectively, the "Improvements"), and (3) the acquisition and installation of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Equipment" and together with the Land and the Improvements, collectively, the "Project Facility"), all of the foregoing for use by the Applicant and/or its affiliates as an approximately 2.25 megawatt A/C solar-powered electrical generation facility; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions or partial exemptions from real property taxes and sales and use taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the Project

Facility to the Applicant or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency; and

WHEREAS, the members of the Agency held a meeting on June 24, 2025 and approved a resolution (the "Preliminary Resolution") requiring the execution and delivery of this Preliminary Agreement by the Applicant and authorizing its execution and delivery by the Agency, and authorizing the Agency to pursue preliminary action toward the undertaking of the Proposed Project;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agency and the Applicant agree as follows:

Article 1. Representations; No Commitments.

Section 1.01. The Applicant hereby represents to the Agency that:

(A) Based on the proposed use of the Project Facility, the economic effects of the Proposed Project on the area in which it is situated, the employment reasonably expected to be created by the acquisition, construction, installation, equipping and operation of the Project Facility, and an analysis of how the Proposed Project would contribute to the realization of the public purposes of promoting job opportunities in the County of Chautauqua (the "County"), and the prevention of economic deterioration in the County, the Proposed Project would constitute a commercial facility with a significant impact on the area in which it is situated, and would advance the Agency's purposes by promoting job opportunities and preventing economic deterioration in the County. Therefore, the Proposed Project would constitute a "project" within the meaning of the Act.

(B) The execution, delivery and performance by the Applicant of this Preliminary Agreement have been duly authorized by all necessary company action, and this Preliminary Agreement has been duly executed and delivered by the Applicant and is the legal, valid and binding obligation of the Applicant enforceable against the Applicant in accordance with its terms.

(C) The Applicant plans to invest a total of at least \$3,677,724 in the Project Facility.

(D) The undertaking of the Proposed Project will not result in the removal of a facility or plant of the Applicant, any designee or any other occupant of the Project Facility from one area of the State of New York to another area of the State of New York, or the removal or abandonment of a facility or plant within the State, as contemplated by Section 859-a(5)(d) of the Act. Therefore, the

provisions of subdivision (1) of Section 862 of the Act would not be violated as a result of the granting of the Financial Assistance by the Agency to the Applicant.

(E) Each owner, occupant or operator that would receive Financial Assistance with respect to the Proposed Project is in substantial compliance with applicable federal, state and local tax, worker protection and environmental laws, rules and regulations.

(F) As of the date of this Preliminary Agreement, the Applicant is in substantial compliance with all provisions of Article 18-A of the General Municipal Law, including, but not limited to, the provisions of Section 859-a and Section 862(1) thereof.

(G) The granting by the Agency of the Financial Assistance with respect to the Proposed Project would be an inducement to the Applicant to undertake the Proposed Project in the County.

(H) The Applicant would not undertake the Proposed Project in the County without the granting of the Financial Assistance by the Agency.

(I) The Project Facility is located entirely within the boundaries of the Town of Poland, is not located within the boundaries of any incorporated village or City, and is located within the boundaries of the Falconer Central School District.

Section 1.02. This Preliminary Agreement does not commit the Agency to undertake the Proposed Project or to grant to the Applicant any Financial Assistance with respect to the Proposed Project. The members of the Agency shall decide, in their sole and absolute discretion, whether or not to undertake the Proposed Project and to grant such Financial Assistance, and then only following a determination by the members of the Agency that all requirements of applicable laws, rules and regulations and the policies and procedures of the Agency (collectively, "Legal Requirements") have been fulfilled.

Article 2. Undertakings on the Part of the Agency.

Based upon the statements, representations and undertakings of the Applicant, and subject to the conditions set forth herein, the Agency agrees as follows:

Section 2.01. The Agency agrees to review the Application and to proceed with its consideration of the Proposed Project and the Financial Assistance relating to the Proposed Project, subject to the conditions contained in this Preliminary Agreement, including, but not limited to, the provision of Section 1.02 above and the following conditions:

(A) The Agency shall receive, in form and substance satisfactory to the Agency, such rulings, approvals, resolutions, consents, certificates, opinions of counsel and other instruments and proceedings as shall be specified by the Agency in connection with the Proposed Project and the various documents to be executed in connection with the Proposed Project;

(B) The Applicant shall provide the Agency and all other “involved/interested agencies” with all information and statements that may be required by said respective entities to ensure compliance by said entities with the New York State Environmental Quality Review Act and the regulations promulgated thereunder (collectively, “SEQRA”);

(C) The Applicant shall comply with and shall provide the Agency with all information, documentation and statements required for the Agency to comply with the requirements of all Legal Requirements; and

(D) The Applicant shall pay or reimburse the Agency for all expenses incurred by the Agency in connection with the Proposed Project (including, without limitation, counsel fees and disbursements).

Article 3. Undertakings on the Part of the Applicant.

Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein, the Applicant agrees as follows:

Section 3.01. The Applicant hereby agrees to indemnify, defend (with counsel selected by the Agency) and hold the Agency (and its members, officers, agents, attorneys and employees) harmless from any and all liability, damages, causes of actions, losses, costs or expenses incurred by the Agency in connection with: (A) review, examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application, the Proposed Project or the Financial Assistance are favorably acted upon by the Agency, and (B) any further action taken by the Agency with respect to the Application or the Proposed Project; including, without limiting the generality of the foregoing, (i) all fees and expenses of the Agency’s general counsel, transaction counsel, economic development consultant, real property tax valuation consultant and other experts and consultants (if deemed necessary or advisable by the Agency) heretofore or hereafter incurred, and (ii) all other expenses incurred by the Agency in defending any suits, actions or proceedings that may arise as a result of any of the foregoing. If, for any reason whatsoever, the Agency decides not to proceed with consideration of the Application or the proposed Project or 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 Applicant is unable to secure third party financing, if required, or otherwise fails to conclude the Proposed Project, then upon presentation of an invoice by the Agency, its agents, attorneys or assigns, the Applicant shall pay to the Agency, its agents, attorneys or assigns, as the case may be, all fees and expenses reflected in any such invoice.

Section 3.02. The Applicant agrees that each of the Agency's general counsel, transaction counsel, economic development consultant, real property tax valuation consultant and other experts and consultants is an intended third-party beneficiary of this Preliminary Agreement, and that each of them may (but shall not be obligated to) enforce the provisions of Section 3.01 of this Preliminary Agreement, whether by lawsuit or otherwise, to collect the fees and expenses of such party or person incurred by the Agency (whether or not first paid by the Agency) with respect to the Application. The Applicant further agrees that the Agency may (but shall not be obligated to) directly enforce the provisions of Section 3.01 of this Preliminary Agreement against the Applicant, whether by lawsuit or otherwise, to collect such fees and expenses.

Section 3.03. The Applicant will take such further action and adopt such further proceedings as the Agency may deem necessary to implement its aforesaid undertakings or as the Agency may deem appropriate in pursuance thereof.

Section 3.04. This Preliminary Agreement is intended to facilitate discussion regarding the Proposed Project, and neither this Preliminary Agreement nor any discussions or course of conduct between the parties or their representatives shall constitute an agreement, offer or legally binding commitment by the Agency to undertake the Proposed Project or to grant the Financial Assistance. This Preliminary Agreement does not purport to summarize or contain all the conditions, covenants, representations, warranties and other provisions that would be contained in the definitive documentation between the Agency and the Applicant relating to the Proposed Project.

Article 4. General Provisions.

Section 4.01. (A) All notices and other communications hereunder shall be in writing and shall be deemed given (i) when mailed by United States registered or certified mail, postage prepaid, return receipt requested, (ii) when delivered by hand delivery to the undersigned, or (iii) one (1) day after deposit with Federal Express or other nationally recognized overnight courier for delivery, addressed as follows:

(1) To the Agency:

County of Chautauqua Industrial Development Agency
201 West 3rd Street, Suite 115
Jamestown, NY 14701
Attn: Mark Geise

(2) To the Applicant:

Chautauqua CSG 1 LLC

2533 Riva Road, Suite 200
Annapolis, Maryland 21401
Attn: Lindsey Gillis

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

Section 4.02. All covenants and agreements herein contained by or on behalf of the Agency and the Applicant shall bind and inure to the benefit of the respective permitted successors and assigns of the Agency and the Applicant, as the case may be, whether so expressed or not.

Section 4.03. The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his individual capacity, and the members, officers, agents and employees of the Agency shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or of the County, and neither the State of New York nor the County, shall be liable thereon; and further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility.

Section 4.04. Notwithstanding any provision of this Preliminary Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (A) the Agency shall have been requested to do so in writing by the Applicant; and (B) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any member, officer, agent or employee of the Agency) of any liability, fees, expenses or other costs, the Agency shall have received from the Applicant security or indemnity satisfactory to the Agency for protection against all such liability and for the reimbursement of all such fees, expenses and other costs.

Section 4.05. This Preliminary Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Signatures by facsimile or in Portable Document Format shall be deemed to constitute originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement as of the date and year first written above.

CHAUTAUQUA CSG 1 LLC

COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Name:

Title:

By: _____

Name: Shelby Bilskie

Title: Chief Financial Officer

Chautauqua CSG 1 LLC Due Diligence Resolution

A regular meeting of the County of Chautauqua Industrial Development Agency (the “Agency”) was convened in public session on July 22, 2025, at 10:30 A.M., local time, at the offices of the Agency located at 201 West 3rd Street, Jamestown, County of Chautauqua, New York (the “IDA Office”).

The meeting was called to order by the _____ and, upon roll being called, the following members of the Agency were:

PRESENT:

Gary Henry	Chairperson
Dan Heitzenrater	Vice Chairperson
Amy Harding	Secretary
Sagan Sheffield-Smith	Treasurer
John Healy	Member
Daniel DeMarte	Member
Tom Harmon	Member
Kevin Muldowney	Member
Ted Wightman	Member

NOT PRESENT:

THE FOLLOWING ADDITIONAL PERSONS WERE PRESENT:

Mark Geise	Administrative Director/CEO
Shelby Bilskie	Chief Financial Officer
Milan K. Tyler, Esq.	Counsel

The attached resolution no. 07-22-25-__ was offered by _____, seconded by _____:

RESOLUTION AUTHORIZING DUE DILIGENCE TOWARD THE
ACQUISITION AND STRAIGHT LEASING OF A CERTAIN PROJECT FOR
CHAUTAUQUA CSG 1 LLC AND/OR ITS AFFILIATES AND AUTHORIZING THE
EXECUTION AND DELIVERY OF A PRELIMINARY AGREEMENT WITH RESPECT
TO SUCH TRANSACTION

WHEREAS, the County of Chautauqua Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”), and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-h of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHAUTAUQUA CSG 1 LLC, a limited liability company duly organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Chautauqua CSG 1 LLC and/or an entity or entities formed or to be formed on behalf of any of the foregoing (collectively, the “Applicant”), presented an application for financial assistance (the “Application”) to the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) consisting of the following: (A)(1) the acquisition of an interest in an approximately 15.58 acre portion of two parcels of land totaling approximately 30.4 acres located at 1437 West NY-394 and West NY-394 Rear, Town of Poland, County of Chautauqua, New York (Tax Map Parcel ID Nos. 355.00-2-38.1 and 355.00-2-38.2) (the “Land”), (2) the acquisition, construction, installation, and equipping on the Land of: (i) solar photovoltaic modules mounted on tracking steel structure, (ii) inverters and transformers, (iii) underground and overhead electrical lines, (iv) fencing, and (v) a system of access roads, parking, landscaping and related improvements to the Land (collectively, the “Improvements”), and (3) the acquisition and installation of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the “Equipment” and together with the Land and the Improvements, collectively, the “Project Facility”), all of the foregoing for use by the Applicant and/or its affiliates as an approximately 2.25 megawatt A/C solar-powered electrical generation facility; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions

or partial exemptions from real property taxes and sales and use taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Applicant or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency; and

WHEREAS, the Agency has given due consideration to the Application and to the representations made by the Applicant therein, in certain supplemental documents and at this meeting, including, without limitation, representations of the Applicant that: (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Applicant to undertake the Project in the County of Chautauqua, New York; (B) the completion of the Project and the leasing and operation of the Project Facility by the Applicant and/or its related designee will not result in the removal of a facility or plant of the Applicant, such related designee or any other occupant of the Project Facility from one area of the State of New York (the “State”) to another area of the State, or the removal or abandonment of a facility or plant within the State, as contemplated by Section 859-a(5)(d) of the Act; (C) the Project Facility will not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project; (D) the Project will serve the public purposes of the Act by preserving permanent, private sector jobs and increasing the overall number of permanent, private sector jobs in the State; and (E) the granting of the Financial Assistance by the Agency will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of the County of Chautauqua, New York, and improve their standard of living, and prevent unemployment and economic deterioration, and thereby serve the public purposes of the Act; and

WHEREAS, any approval of the Project is contingent upon, among other things, a final determination by the members of the Agency to proceed with the Project following determinations by the Agency that: (A) the public hearing and notice requirements and other procedural requirements contained in the Act relating to the Project and the Financial Assistance have been satisfied; and (B) the undertaking of the Project by the Agency and the granting of the Financial Assistance are and will be in compliance with all other applicable requirements of the Act, Article 8 of the Environmental Conservation Law (the “SEQR Act”) and the regulations adopted pursuant thereto (the “Regulations” and together with the SEQR Act, collectively, “SEQRA”), and all other statutes, codes, laws, rules and regulations of any governmental authority having jurisdiction over the Project or the Project Facility (collectively, the “Applicable Laws”); and

WHEREAS, the portion of the Financial Assistance consisting of an exemption from real property taxes, if granted, may represent a deviation from the Agency’s uniform tax exemption policy and guidelines with respect to the making of payments in lieu of real property taxes; and

WHEREAS, the Agency desires to encourage the Applicant to preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of the County of Chautauqua, New York, and to prevent unemployment and economic deterioration, by undertaking the Project in the County of Chautauqua, New York; and

WHEREAS, although a resolution authorizing the undertaking of the Project has not yet been submitted for approval by the Agency, a preliminary agreement (the "Preliminary Agreement") relative to the proposed undertaking of the Project by the Agency has been presented for approval by the Agency;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency hereby authorizes the Administrative Director/CEO of the Agency, prior to the granting of any Financial Assistance with respect to the Project: (A) to establish a time, date and place (if applicable) for a public hearing (the "Public Hearing") of the Agency to hear all persons interested in the location and nature of the Project and the proposed Financial Assistance being contemplated by the Agency with respect to the Project, said Public Hearing to be held in the city, town or village within which the Project Facility is or will be located, subject to Applicable Laws; (B) to cause notice of said Public Hearing to be given to the public by publishing a notice of said Public Hearing in a newspaper of general circulation available to residents of the governmental units within which the Project Facility is or will be located, such notice to comply with the requirements of and to be published in accordance with the requirements of the Act; (C) to cause notice of said Public Hearing, pursuant to the Act, to be given to the chief executive officer of the County of Chautauqua, New York, and of each city, town, village, school district and other affected tax jurisdiction in which the Project Facility is or will be located; (D) to conduct the Public Hearing or to authorize a hearing officer to conduct the Public Hearing in accordance with the Act; (E) to cause a report of the Public Hearing fairly summarizing the views presented at said Public Hearing to be promptly prepared and cause copies of said report to be made available to the members of the Agency; (F) to establish a time, date and place (if applicable) for a meeting of the Agency (the "IDA Meeting") to consider whether to approve a proposed deviation from the Agency's uniform tax exemption policy in accordance with the Act if the Administrative Director/CEO determines that the portion of the Financial Assistance consisting of an exemption from real property taxes constitutes a deviation from such policy; (G) to cause notice of any such proposed deviation from the Agency's uniform tax exemption policy and of the IDA Meeting to be given to the affected tax jurisdictions in accordance with the Act; and (H) to otherwise comply with all other procedural and other requirements imposed on the Agency pursuant to Applicable Laws with respect to the Project and/or the Financial Assistance.

Section 2. The Applicant is hereby authorized to conduct such environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary or convenient to enable the Agency to make its determination whether to proceed with the Project and to grant the Financial Assistance; provided, however, that such authorization shall not entitle or permit the Applicant to commence the acquisition, construction, installation or equipping of the Project Facility unless and until the Agency shall determine that all requirements of Applicable Laws have been fulfilled. The officers, agents and employees of the Agency are hereby directed to proceed to do such things or perform such acts as may allow the Agency to proceed to its final consideration of the Project. This Resolution constitutes an authorization to conduct concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning with respect to the Project within the meaning of Section

617.3(c)(2) of the Regulations and a determination of compliance with technical requirements within the meaning of Section 617.3(c)(2) of the Regulations and does not constitute, and shall not be deemed to constitute, either an approval by the Agency of the Project for the purposes of the Act or SEQRA or a commitment by the Agency to approve the Project or to grant the Financial Assistance.

Section 3. Any expenses incurred by the Agency with respect to the Project and the financing thereof shall be paid by the Applicant as set forth in the Preliminary Agreement.

Section 4. The findings of the Agency set forth herein are expressly conditioned upon full compliance of the Applicant, the Project and the Project Facility with all Applicable Laws, and the Applicant shall be required to provide evidence of same satisfactory to the Agency prior to the granting of any Financial Assistance.

Section 5. If, following full compliance with all Applicable Laws, the Agency adopts a future resolution (the "Future Resolution") determining to proceed with the Project and to grant the Financial Assistance, or any portion thereof, with respect to the Project and the Applicant complies with all conditions set forth in the Preliminary Agreement and the Future Resolution, then the Agency will (A) acquire an interest in the Project Facility pursuant to a deed, lease agreement, assignment of lease, license, bill of sale and/or other documentation to be negotiated between the Agency and the Applicant (the "Company Lease"); (B) lease (with the obligation to purchase), license or sell the Project Facility to the Applicant or related designee pursuant to an agency lease agreement or an installment sale agreement (the "Agency Lease") to be negotiated between the Agency and the Applicant; and (C) provide the Financial Assistance with respect to the Project, all as contemplated by the Preliminary Agreement and the Future Resolution.

Section 6. The form, terms and substance of the Preliminary Agreement (in substantially the form presented at this meeting) are in all respects approved, and the Chairman, Vice Chairman, Administrative Director/CEO and Chief Financial Officer of the Agency are each hereby authorized, empowered and directed, acting individually or jointly, to execute and deliver said Preliminary Agreement in the name and on behalf of the Agency, with such changes therein as shall be approved by the officer executing same on behalf of the Agency, the execution thereof by such officer to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form now before this meeting, and the Agency hereby ratifies and approves any action heretofore taken by the Agency with respect to the Preliminary Agreement.

Section 7. From and after the execution and delivery of the Preliminary Agreement, the officers, agents and employees of the Agency are hereby authorized, empowered and directed, acting individually or jointly, to proceed with the undertakings provided for therein on the part of the Agency, and are further authorized to do all such acts and things and to execute all such documents as may be necessary or convenient to carry out and comply with the terms and provisions of the Preliminary Agreement as and when executed.

Section 8. The law firm of Phillips Lytle LLP, Jamestown, New York, is hereby appointed Counsel to the Agency with respect to all matters in connection with the Project. Counsel for the Agency is hereby authorized, at the expense of the Applicant, to work with the

Applicant, counsel to the Applicant, and others to prepare, for submission to the Agency, all documents necessary to effect the transactions contemplated by this Resolution.

Section 9. The Chairman, Vice Chairman, Administrative Director/CEO and Chief Financial Officer of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Applicant and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 10. This Resolution shall take effect immediately.

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

Gary Henry	VOTING
Dan Heitzenrater	VOTING
Amy Harding	VOTING
Sagan Sheffield-Smith	VOTING
John Healy	VOTING
Daniel DeMarte	VOTING
Tom Harmon	VOTING
Kevin Muldowney	VOTING
Ted Wightman	VOTING

The foregoing Resolution was thereupon declared duly _____.

STATE OF NEW YORK)
) SS.:
COUNTY OF CHAUTAUQUA)

WE, the undersigned officers of the County of Chautauqua Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that we have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on June 24, 2025 with the original thereof on file in our offices, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

WE FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public at both locations at which members of the Agency were present, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; (D) there was a quorum of the members of the Agency present throughout said meeting; and (E) the meeting was recorded and the recording has been or will be posted on the public website of the Agency pursuant to the Open Meetings Law.

WE FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, we have hereunto set our hand this 22nd day of July, 2025.

[Assistant] Secretary

[Vice] Chairman



County of Chautauqua Industrial Development Agency



APPLICATION FOR FINANCIAL ASSISTANCE

Please respond to all questions in this Application for Financial Assistance (the "Application") by, as appropriate: filling in blanks; checking the applicable term(s); attaching additional text (with appropriate notations, such as "see Schedule 2(A), etc."); or writing "N.A.", signifying "not applicable".

The following amounts are payable to the County of Chautauqua Industrial Development Agency (the "Agency") at the time this Application is submitted to the Agency: (i) a \$1,000 non-refundable application fee (the "Application Fee"); and (ii) a \$1,000 expense deposit for the Agency's Transaction/Bond Counsel fees and expenses (the "Counsel Fee Deposit"). The Application Fee will not be credited against any other fees or expenses which are or become payable to the Agency in connection with this Application or the project contemplated herein (the "Project"). In the event that the subject transaction does not close for any reason, the Agency may use all or any part of the Counsel Fee Deposit to defray the cost of Transaction/Bond Counsel fees and expenses with respect to the Project. In the event that the subject transaction closes, the Counsel Fee Deposit shall be credited against the applicable expenses incurred by the Agency with respect to the Project.

Any approval of financial assistance will be effective for one year. If the subject transaction has not closed within that time, reapproval may be required, which may be conditioned upon payment of some, most or all of the Agency's expected administrative fee and attorneys' fees accrued on that date.

Note: Please contact the CCIDA Main Office @ (716) 661-8900 with any questions relative to the application content and/or process.

PART I: APPLICANT

Name: Chautauqua CSG 1 LLC
Address: 2533 Riva Road, Suite 200 Annapolis, MD 21401
Phone: 443-267-5010
NY State Dept. of Labor Reg #: _____
Federal Employer ID #: 86-3748868
NAICS Code #: _____
NAICS Sector: _____
NAICS Industry: _____
Website: _____
Nature of business (goods to be sold, manufactured, assembled or processed, services rendered):
 Solar energy generation and land development

Contact Name: Lindsey Gillis
Title: Chief Administrative Officer
Phone Number: 443-267-5010
E-Mail: DEVELOPMENT@NEWENERGYEQUITY.COM

Business Type:

- ☐ Sole Proprietorship
☐ General Partnership
☐ Limited Partnership
☒ Limited Liability Company
☐ Privately Held Corporation
☐ Publicly Held Corporation
☐ Not-for-Profit Corporation

State/Year of Incorporation/Organization: NY/2022
Qualified to do Business in New York (Yes or No):

Owners of 20% or more of Applicant:

Name	%
NEW ENERGY EQUITY LLC	100%

PART II: PROJECT

Address of proposed project facility:
 1437 West NY-394 and West NY-394 Rear. Falconer, NY
Tax Map Parcel Number(s): 355.00-2-38.1 and 355.00-2-38.2
City/Town/Village(s): Town of Poland
School District(s): Falconer CSD
Current Legal Owner: _____
Contract to purchase (Yes or No): No
Date of purchase: Lease
Purchase price: \$ _____

Present use of the Project site:

Residential land

What are current real estate taxes on the Project site?

County/Town:	\$ 997.41	+ \$245.08
City/Village:	\$	
School:	\$ 1,158.39	+ \$284.63

Are tax cert. proceedings currently pending with respect to the Project real property?

YES ☐ NO ☒

Proposed User(s)/Tenant(s) of the Facility

(Complete for each User/Tenant for additional User/Tenants of the Company, use space at the end of this section)

Company Name: Chautauqua CSG 1 LLC

Address: 2533 Riva Road, Suite 200

City/State/Zip: Annapolis, MD 21401

Tax ID No.: _____

Contact Name: Lindsey Gillis

Title: Chief Administrative Officer

Phone Number: 443-267-5010

E-Mail: DEVELOPMENT@NEWENERGYEQUITY.COM

% of facility to be occupied by User/Tenant:

Appx. 63% of total acreage

Relationship to the Applicant:

Same

OFFICERS OF APPLICANT

Name:	Title:
JOSH KUNKEL	VICE PRESIDENT
DEAN EASTLAKE	MANAGER
_____	_____
_____	_____

Owners of 20% or more of User/Tenant:

Name	%	Corporate Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPLICANT'S LEGAL COUNSEL:

Firm name: Hodgson Russ LLP
 Address: 140 Pearl Street, Suite 100 | Buffalo, NY 14202
 Contact: Henry A. Zomerfeld
 Phone: Tel: 716.848.1370
 Fax: Fax: 716.819.4667
 E-Mail: HZomerfe@hodgsonruss.com

Type of Proposed Project (check all that apply):

- ☒ New Construction of a Facility
 Square footage: _____ 678,664 s.f. / 15.58 ACRES +/-
 (PROJECT FACILITY AREA)
- ☐ Addition to Existing Facility
 Square footage of existing facility: _____
 Square footage of addition: _____
- ☐ Renovation of Existing Facility
 Square footage of area renovated: _____
 Square footage of existing facility: _____
- ☐ Acquisition of Land/Building
 Acreage/square footage of land: _____
 Square footage of building: _____
- ☐ Acquisition of Furniture/Machinery/Equipment
 List principal items or categories:

- ☐ Other (specify): _____

Briefly describe the purpose of the proposed Project, the reasons why the Project is necessary to the Applicant and why the Agency's financial assistance is necessary, and the effect the Project will have on the Applicant's business or operations:

Approximately 2.25 MWac solar project will generate cleaner energy for the surrounding community using distributed generation awhile supporting the State Energy Plan / Clean Energy Standard and mandate of 2019.

The approval of this application will help the community be part of the climate solution while supporting good-paying jobs and realizing key economic and social benefits.

Without the agency's financing assistance, the project wouldn't be undertaken.

Please list Affiliates/Parents/Subsidiary Entities to Applicant (attach organization chart if necessary)

SEE ATTACHED. Chautauqua CSG 1 LLC, is the project company and guarantor. In the event the project is sold, we want the PILOT liability to go with it.

Will the Project provide on-site child daycare facilities? If so, please explain: No.

PART III. CAPITAL COSTS OF THE PROJECT

A. Provide an estimate of Project Costs of all items listed below:

<u>Item</u>	<u>Cost</u>
1. Land and/or Building Acquisition:	\$ 269,777 (Land Lease)
2. Building Demolition:	\$ _____
3. Construction/Reconstruction/Renovation:	\$ _____
4. Site Work:	\$ 1,855,660
5. Infrastructure Work:	\$ 1,285,437 (Interconnection)
6. Furniture, Equipment & Machinery Acquisition (not included in 3. above):	\$ _____
7. Architectural/Engineering Fees:	\$ 78,073
8. Applicant's Legal Fees:	\$ 98,987
9. Financial Fees:	\$ _____
10. Other Professional Fees:	\$ 89,790
11. Other Soft Costs (describe): _____	\$ _____
12. Other (describe): _____	\$ _____
Total Project Costs:	\$ 3,677,724

B. Estimated Sources of Funds for Project Costs:

	<u>Source</u>
1. Tax-Exempt IDA Bonds:	\$ _____
2. Taxable IDA Bonds:	\$ _____
3. Conventional Mortgage Loans:	\$ _____
4. SBA or other Governmental Financing:	\$ _____
Identify: _____	
5. Other Public Sources (e.g., grants, tax credits):	\$ 523,740
Identify: NY SUN / NYSERDA	
6. Other Public Agency Loans:	\$ _____
7. Other Private Loans:	\$ _____
8. Equity Investment:	\$ 3,153,984
(Excluding equity attributable to grants/tax credits)	
Total Funding:	\$ 3,677,724

What percentage of the total project costs are funded/financed from public sector sources: 0 %

C. Requested Financial Assistance

Tax-Exempt Bonds: \$ _____
Taxable Bonds: \$ _____
Estimated Value of Sales Tax Benefit: \$ 148,452.80
(i.e., gross amount of cost of goods and services that are subject to state and local sales and use taxes multiplied by [8.0%])

Estimated Value of Mortgage Tax Benefit: \$ 0
(i.e., principal amount of mortgage loans multiplied by [1.25%])

Estimated CCIDA PILOT Property Tax Benefit:

Type: Solar PILOT

Term: 25 years

Schedule Requested: Standard

Deviation? Yes ☒ No ☐

*PILOT value of \$4,000/MWvac is based upon a 25-year term. Applicant is negotiating a host community benefit agreement with the Town of Poland.

Requesting Deviations from the CCIDA:

1. Sales and Use Tax Exemptions Tax – Purchases of construction materials and equipment rentals and purchases of project related equipment, furnishings and services.

2. Increase PILOT Length from 15 years to 25 years.

Will the proposed Project utilize a property tax exemption benefit other than from the Agency: NO
(if so, please describe requested type, term and schedule)

Existing Total Annual Property Taxes on Land and Building: \$ 2,685.51 both parcels

Estimated Additional Property Taxes on completed Project over the requested PILOT term (without Agency financial assistance): \$ 898,083

Other (specify): _____

NOTE: Upon acceptance of this Application by the Agency, the Agency's staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit/Cost utilizing anticipated tax rates and assessed valuation, make an estimate of the allocation of PILOT payments among the affected tax jurisdictions, and attach such information as Exhibit A hereto.

The Applicant acknowledges that the transaction/bond documents may include a covenant by the Applicant to undertake and document the total amount of capital investment as set forth in this Application.

D. Status of Expenses

Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? If YES, describe particulars on a separate sheet.

YES ☐

NO ☒

E. Existing Operations

Does the Applicant or any User(s)/Tenant(s) currently operate in the County? If YES, describe such operations, including whether the proposed Project will result in the relocation or abandonment of such other operation(s).

No operations in Chautauqua County.

PART IV: COST-BENEFIT ANALYSIS

Provide the current annual payroll in Chautauqua County. Then, estimate projected payroll in years 1, 2, 3, after completion of Project.

	<u>Present</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Full Time:	\$ _____	\$ _____	\$ _____	\$ _____
Part Time ¹ :	\$ _____	\$ _____	\$ _____	\$ _____

If the Applicant presently operates in Chautauqua County, provide the current number of employees in the following occupations. Then, estimate the projected Full Time Equivalent ("FTE") employees as indicated following completion of the Project:

Current and Planned Occupations	Present Jobs Per Occupation	Est. FTEs Post-Completion:			Est. # of County Residents. by yr. 3
		<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	
Management	_____	_____	_____	_____	_____
Professional	_____	_____	_____	_____	_____
Administrative	_____	_____	_____	_____	_____
Production	_____	_____	_____	_____	_____
Supervisor	_____	_____	_____	_____	_____
Laborer	_____	0.5	0.5	0.5	TBD
Independent Contractor ²	_____	_____	_____	_____	_____
Other (describe)	_____	_____	_____	_____	_____

List the average salaries or provide ranges of salaries for the following categories of jobs (on a full-time equivalency basis) projected to be retained/created in Chautauqua County because of the proposed Project:

Category of Jobs to be Retained/Created:	Average Salary or Range of Salary:	Average Fringe Benefits or Range of Fringe Benefits:
Management		
Professional		
Administrative		
Production		
Supervisor		
Laborer	\$50,000 +/-	
Independent Contractor ²		
Other		

Please indicate the number of temporary construction jobs anticipated to be created in connection with the acquisition, construction, and/or renovation of the Project: 50

Please note that the Agency may utilize the foregoing employment projections, among other things, to determine the financial assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction/bond documents may include a covenant by the Applicant to retain the above number of jobs, types of occupations and amount of payroll with respect to the proposed project.

¹ NOTE: The Agency converts part-time jobs into FTE's for evaluation and reporting purposes by dividing the number of part-time jobs by two (2).

² As used in this chart, this category includes employees of independent contractors.

What percentage of the Applicant's total dollar amount of production, sales or services (including production, sales or services rendered following completion of the Project) are made to customers outside the economic development region (i.e., Western New York)?

0 %

Describe any municipal revenues that will result from the Project (excluding any PILOT payments):

What is the estimated aggregate annual amount of goods and services to be purchased by the Applicant for each year after completion of the Project, and what portion will be sourced from businesses located in Chautauqua County and the State:

	<u>Amount</u>	<u>% Sourced in Chautauqua County</u>	<u>% Sourced in State</u>
Year 1	\$ n/a		
Year 2	\$ n/a		
Year 3	\$ n/a		

Describe, if applicable, other benefits to the Chautauqua County anticipated as a result of the Project, including a projected annual estimate of additional sales tax revenue generated, directly and indirectly, as a result of undertaking the project:

Project will generate cleaner energy for the surrounding community while supporting the State Energy Plan / Clean Energy Standard and mandate of 2019

The project is enrolled into a program called S-SFA. This program provides direct benefit to low income National Grid customers, but providing a annual bill discount of atleast 10%

of the energy supply rate for the residential electric service.

Project development, construction and operation supports good-paying jobs and realizing key economic and social benefits.

If applicable, has construction/reconstruction/renovation work on the Project begun? If YES, indicate the percentage of completion:

1.	(a) Site clearance	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	% complete
	(b) Environmental Remediation	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	% complete
	(c) Foundation	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	% complete
	(d) Footings	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	% complete
	(e) Steel	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	% complete
	(f) Masonry	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	% complete
	(g) Interior	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	% complete
	(h) Other (describe below):	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	% complete

If NO to all of the above categories, what is the proposed date of commencement of construction, reconstruction, renovation, installation or equipping of the Project? Estimated Fall 2025

Provide an estimated time schedule to complete the Project and when first use of the Project is expected to occur:

Construction is expected to take 6 - 12 months weather dependent and will start generating upon utility permission to operate, scheduled for August 2026.

PART V: QUESTIONS

Please answer the following questions. If an answer is "YES" to any question, please provide details in the space provided at the end of the section.

1. Would the completion of the Project 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 in the abandonment of one or more such plants?

YES ☐ NO ☒

**** If the answer is "No" please continue to question 3.**

2. If the answer is "Yes" please answer the two (2) following questions.

- a. Is the Project reasonably necessary to preserve the competitive position of the Applicant, or of a proposed user, occupant or tenant of the Project, in its industry?

YES ☐ NO ☐

- b. Is the Project reasonably necessary to discourage the Applicant, or a proposed user, occupant or tenant of the Project, from removing such plant or facility to a location outside of the State of New York?

YES ☐ NO ☐

3. Is there a likelihood that the proposed Project would not be undertaken by the Applicant but for the granting of the financial assistance by the Agency? (If yes, explain; if no, explain why the Agency should grant the financial assistance with respect to the proposed Project).

YES ☒ NO ☐

4. The Applicant certifies that the provisions of Section 862(1) of the General Municipal Law will not be violated if financial assistance is provided by the Agency for the proposed Project.

YES ☒ NO ☐

5. Is an environmental impact statement required by Article 8 of the N.Y. Environmental Conservation Law (i.e., the New York State Environmental Quality Review Act)? If "yes" please complete and attach to the Application.

YES ☐ NO ☒

**** Applicants should consult *Exhibit B* in order to determine which version of the New York State Environmental Assessment Form must be submitted with this Application.**

6. Will customers personally visit the Project site for "retail sales" of Goods and/or Services? "Retail Sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State primarily engaged in the retail sale of tangible personal property, as defined in section 1101(b)(4)(i) of the Tax Law of the State, or (ii) sales of a service to such customers.

Sales of Goods: YES ☐ NO ☒
Sales of Services: YES ☐ NO ☒

**** If the answer to both is "No" please continue to the next page; if the answer to either is "Yes" please answer the four (4) remaining questions.**

- a. What percentage of the cost of the Project (including that portion of the cost to be financed from equity or sources other than Agency financing) will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project?

_____ %

- b. Is the Project likely to attract a significant number of visitors from outside the economic development region (i.e., Western New York) in which the Project is or will be located?

YES ☐ NO ☐

- c. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services?

YES ☐ NO ☐

- d. Will the Project be located in one of the following: (a) an area designated as an empire zone pursuant to Article 18-B of the General Municipal Law; or (b) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (i) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of the households receiving public assistance, and (ii) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates?

YES ☐ NO ☐

Details: CCIDA incentives are necessary to make this project financially viable.

**CERTIFICATIONS AND ACKNOWLEDGMENTS
OF THE APPLICANT**

The undersigned, being duly sworn, deposes and says, under penalties of perjury, as follows: that I am the chief executive officer or other representative authorized to bind the Applicant named in the attached application for financial assistance ("Application") and that I hold the office specified below my signature at the end of this Certification and Agreement, that I am authorized and empowered to deliver this Certification and Agreement and the Application for and on behalf of the Applicant, that I am familiar with the contents of said Application (including all schedules, exhibits and attachments thereto), and that said contents are true, accurate and complete to the best of my knowledge and belief.

The grounds of my belief relative to all matters in the Application that are not based upon my own personal knowledge are based upon investigations I have made or have caused to be made concerning the subject matter of this Application, as well as upon information acquired in the course of my duties and from the books and records of the Applicant.

As an authorized representative of the Applicant, I acknowledge and agree on behalf of the Applicant that the Applicant hereby releases the County of Chautauqua Industrial Development Agency, its members, officers, servants, attorneys, agents and employees (collectively, the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend (with counsel selected by the Agency) and hold the Agency harmless from and against any and all liability, damages, causes of actions, losses, costs or expenses incurred by the Agency in connection with: (A) examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the financial assistance requested therein are favorably acted upon by the Agency, (B) the acquisition, construction, reconstruction, renovation, installation and/or equipping of the Project by the Agency, and (C) any further action taken by the Agency with respect to the Project; including, without limiting the generality of the foregoing, (i) all fees and expenses of the Agency's general counsel, bond counsel, economic development consultant, real property tax valuation consultant and other experts and consultants (if deemed necessary or advisable by the Agency), and (ii) all other expenses incurred by the Agency in defending any suits, actions or proceedings that may arise as a result of any of the foregoing. If, for any reason whatsoever, 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 Applicant is unable to find buyers willing to purchase the total bond issue required or is unable to secure other third party financing or otherwise fails to conclude the Project, then upon presentation of an invoice by the Agency, its agents, attorneys or assigns, the Applicant shall pay to the Agency, its agents, attorneys or assigns, as the case may be, all fees and expenses reflected in any such invoice.

As an authorized representative of the Applicant, I acknowledge and agree on behalf of the Applicant that each of the Agency's general counsel, bond counsel, economic development consultant, real property tax valuation consultant and other experts and consultants is an intended third-party beneficiary of this Certification and Agreement, and that each of them may (but shall not be obligated to) enforce the provisions of the immediately preceding paragraph, whether by lawsuit or otherwise, to collect the fees and expenses of such party or person incurred by the Agency (whether or not first paid by the Agency) with respect to the Application.

FIRST:

The Applicant hereby certifies that, if financial assistance is provided by the Agency for the proposed project, no funds of the Agency (i) shall be used in connection with the Project for the purpose of preventing the establishment of an industrial or manufacturing plant or for the purpose of advertising or promotional materials which depict elected or appointed government officials in either print or electronic media, (ii) be given to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant within the State

SECOND:

The Applicant hereby certifies that no member, manager, principal, officer or director of the Applicant or any affiliate thereof has any blood, marital or business relationship with any member of the Agency (or any member of the family of any member of the Agency).

THIRD:

The Applicant hereby certifies that neither the Applicant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners (other than equity owners of publicly-traded companies), nor any of their respective employees, officers, directors, or representatives (i) is a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury, including those named on OFAC's Specially Designated and Blocked Persons List, or under any statute, executive order or other governmental action, or (ii) has engaged in any dealings or transactions or is otherwise associated with such persons or entities.

FOURTH:

The Applicant hereby acknowledges that the Agency shall obtain and hereby authorizes the Agency to obtain credit reports and other financial background information and perform other due diligence on the Applicant and/or any other entity or individual related thereto, as the Agency may deem necessary to provide the requested financial assistance.

FIFTH:

The Applicant hereby certifies, under penalty of perjury, that each owner, occupant or operator that would receive financial assistance with respect to the proposed Project is in substantial compliance with applicable federal, state and local tax, worker protection and environmental laws, rules and regulations.

SIXTH:

The Applicant hereby acknowledges that the submission to the Agency of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the recapture from the Applicant of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project.

SEVENTH:

The Applicant hereby certifies that, as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the General Municipal Law, including, but not limited to, the provisions of Section 859-a and Section 862(1) thereof.

EIGHTH:

Upon successful closing of the required bond issue or other form of financing or Agency assistance, the Applicant shall pay to the Agency an administrative fee set by the Agency (which amount is payable at closing) in accordance with the following schedule:

- (A) All Initial Transactions - One-Hundred basis points (1.00%) of Total Project Costs
 - a. This fee applies to all Initial Transactions except for certain small solar or wind energy systems or farm waste energy systems under RPTL §487, for which the Agency collects no fee (other than Counsel fees).
- (B) Refundings/Assumptions/Modifications: Agency fee shall be determined on a case-by-case basis.

The Agency's bond counsel fees and expenses are payable at closing and are based on the work performed in connection with the Project.


The Agency's bond counsel's fees, general counsel fee and the administrative fees may be considered as a cost of the Project and included as part of any resultant financing, subject to compliance with applicable law.

Regardless of the success of this Application or whether the hoped-for Financial Assistance is realized, Applicant agrees to pay all costs in connection with any efforts by the Agency on behalf of the Applicant including any fees and expenses of the Agency's general counsel, bond counsel, and all applicable recording, filing or other related fees, taxes and charges upon receipt and review of the Application, securing necessary approvals, closing the necessary transaction, and/or terminating any transaction entered into by the Applicant and the Agency.

NINTH:

The Applicant authorizes the Agency to make inquiry of the United States Environmental Protection Agency, the New York State Department of Environmental Conservation or any other appropriate federal, state or local governmental agency or authority as to whether the Project site or any property adjacent to or within the immediate vicinity of the Project site is or has been identified as a site at which hazardous substances are being or have been used, stored, treated, generated, transported, processed, handled, produced, released or disposed of. The Applicant will be required to secure the written consent of the owner of the Project site to such inquiries (if the Applicant is not the owner), upon request of the Agency.

I further acknowledge and agree on behalf of the Applicant that, in the event the Agency shall have used all of its available tax-exempt bond financing allocation from the State of New York, if applicable, and shall accordingly be unable to obtain an additional allocation for the benefit of the Applicant, the Agency shall have no liability or responsibility as a result of the inability of the Agency to issue and deliver tax-exempt bonds for the benefit of the Applicant.


Name: DEAN EASTLAKE
Title: AUTHORIZED REPRESENTATIVE

Subscribed and affirmed to me this 21
day of April, 2025

 exp 8/7/28
Notary Public



The Agency's acceptance of this Application for consideration does not constitute a commitment on the part of the Agency to undertake the proposed Project, to grant any financial assistance with respect to the proposed Project, or to enter into any negotiations with respect to the proposed Project.

Information provided herein may be subject to disclosure under the New York Freedom of Information Law (New York Public Officers Law § 84 et seq.) ("FOIL"). If the Applicant believes that a portion of the material submitted with this Application is protected from disclosure under FOIL, the Applicant should mark the applicable section(s) or page(s) as "confidential" and state the applicable exception to disclosure under FOIL.

April 21 2025

DATE

CCIDA - Board Report
Statement of Revenues and Expenditures
From 1/1/2025 Through 6/30/2025

	CCIDA	North Chaut Industrial	South County Industrial Park	CRLF	AI Tech	EDA CARES	Total
Revenue							
Application and Administrative Fees	704,116	-	-	-	-	-	704,116
Grant Income	218,834	-	71,029	-	-	-	289,863
Grant Income Chautauqua County	141,261	370,639	-	-	-	-	511,900
Rental Income	8,400	6,564	-	-	-	-	14,964
Interest Income	26,709	-	-	8,806	236,040	173,963	445,518
Gain on Sale of Assets	39,137	-	-	-	-	-	39,137
Total Revenue	1,138,457	377,203	71,029	8,806	236,040	173,963	2,005,498
Expense							
Payroll and Benefits	337,736	-	-	8,634	91,384	79,279	517,033
Professional Fees	373,647	377,690	47,261	-	-	-	798,598
Conferences, Trainings, and Meetings	8,080	-	-	-	-	99	8,179
Office Supplies	6,554	-	-	-	-	-	6,554
Insurance	11,722	-	-	-	-	-	11,722
Travel expense	9,029	-	-	-	-	-	9,029
Publicity and Promotion	123,582	-	-	-	-	-	123,582
Industrial Park Expense	9,078	(487)	-	-	-	-	8,591
Rent	120,530	-	-	-	-	-	120,530
Utilities	3,594	-	-	-	-	-	3,594
Interest	21,864	-	-	-	-	-	21,864
Grant Contractual Services	175	-	23,768	-	-	-	23,943
Other Expense	16,803	-	-	-	-	-	16,803
Depreciation	6,421	-	-	-	-	-	6,421
Total Expense	1,048,815	377,203	71,029	8,634	91,384	79,378	1,676,442
Excess of Revenue over Expense	89,642	-	-	172	144,656	94,585	329,055

CCIDA - Board Report
Balance Sheet
As of 6/30/2025

	CCIDA	North Chaut Industrial	South County Industrial Park	CRLF	AI Tech	EDA CARES	Total
Assets							
Cash and Cash Equivalents	1,118,846	2,564,012	442,081	292,696	1,134,491	1,200,939	6,753,066
Accounts Receivable	2,456,485	-	-	-	-	-	2,456,485
Loans Receivable							
Loan Receivable DMP Spec Building	811,194	-	-	-	-	-	811,194
Loan Receivable 2071 Stoneman, LLC	615,401	-	-	-	-	-	615,401
Total Loans Receivable	1,426,595	-	-	-	-	-	1,426,595
Notes Receivable	-	-	-	348,583	10,300,365	9,469,418	20,118,367
Fixed Assets net of Depreciation	917,040	-	-	-	-	-	917,040
Land Held for Resale	898,931	2,052,176	-	-	-	-	2,951,107
Other Assets	13,529	-	-	-	-	-	13,529
Bad Debt Reserve	-	-	-	(75,000)	(2,152,000)	(2,047,000)	(4,274,000)
Total Assets	6,831,426	4,616,188	442,081	566,279	9,282,856	8,623,358	30,362,188
Liabilities							
Current Liabilities	35,300	-	-	-	-	-	35,300
Long Term Liabilities							
Lease Liability	707,870	-	-	-	-	-	707,870
Total Long Term Liabilities	707,870	-	-	-	-	-	707,870
Bonds Payable							
Bond Payable Chadwick Spec Blg	819,013	-	-	-	-	-	819,013
Bond Payable Stoneman Spec Blg	581,645	-	-	-	-	-	581,645
Bond Payable Airport Hanger Chaut Co	81,371	-	-	-	-	-	81,371
Total Bonds Payable	1,482,030	-	-	-	-	-	1,482,030
Deferred Revenue							
Deferred Revenue County Capital	-	17,702	-	-	-	-	17,702
Other	601,722	2,551,503	442,081	-	-	-	3,595,306
Total Deferred Revenue	601,722	2,569,205	442,081	-	-	-	3,613,008
Total Liabilities	2,826,921	2,569,205	442,081	-	-	-	5,838,208
Equity							
Current Year	89,642	-	-	172	144,656	94,585	329,055
Prior Year	3,914,863	2,046,983	-	566,107	9,138,200	8,528,773	24,194,925
Total Equity	4,004,505	2,046,983	-	566,279	9,282,856	8,623,358	24,523,981
Total Liabilities and Equity	6,831,426	4,616,188	442,081	566,279	9,282,856	8,623,358	30,362,188

CCIDA
Statement of Revenues and Expenditures
From 1/1/2025 - 6/30/2025

	Current Year Actual	YTD Budget	Total Budget 2025	YTD Budget Variance
Revenue				
Application and Administrative Fees	704,116	750,000	1,500,000	(45,884)
Grant Income Other	144,239	-	-	144,239
Grant Income NC Industrial CC	370,639	250,000	500,000	120,639
Grant Income Broadband CC	207,075	300,000	600,000	(92,925)
Grant Income Bus Dev and Tourism	79,810	123,000	246,000	(43,190)
Rental Income	14,964	10,700	21,400	4,264
Interest Income	445,518	387,000	774,000	58,518
Gain on Sale of Assets	39,137	-	-	39,137
Other Income/ CC Mason	0	10,500	21,000	(10,500)
Total Revenue	2,005,498	1,831,200	3,662,400	174,298
Expense				
Payroll and Benefits	517,033	466,715	933,430	(50,318)
Professional Fees	794,110	400,000	800,000	(394,110)
Conferences, Trainings, and Meetings	8,179	11,000	22,000	2,821
Office Supplies	6,554	11,750	23,500	5,196
Insurance	11,722	11,250	22,500	(472)
Travel expense	9,029	10,750	21,500	1,721
Publicity and Promotion Prof Serv	4,488	27,000	54,000	22,512
Publicity and Promotion	123,582	95,970	191,940	(27,612)
Industrial Park Expense	8,591	16,000	32,000	7,409
Rent	120,530	91,000	182,000	(29,530)
Grant Expense/ CC Mason	23,943	300,000	600,000	276,057
Utilities	3,594	11,250	22,500	7,656
Interest	21,864	18,300	36,599	(3,564)
Other Expense	16,803	22,500	45,000	5,697
Bad Debt	-	125,000	250,000	125,000
Depreciation	6,421	7,938	15,875	1,517
Total Expense	1,676,442	1,626,422	3,252,844	(50,020)
Excess of Revenue over Expense	329,055	204,778	409,556	124,277