

**Genesee County Economic Development Center
Meeting Agenda**

Thursday, August 4, 2022

Location: 99 MedTech Drive, Innovation Zone

PAGE #

	1.0	Call to Order	3:00 pm
		Presentation - NEXgistics	3:00 pm
	1.1	Enter Executive Session	3:10 pm
		Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:	
	1.	The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.	
	2.	Discussions regarding proposed, pending or current litigation.	
	1.2	Enter Public Session	4:00pm
	2.0	Chairperson's Report & Activities	4:00pm
	2.1	Upcoming Meetings: Next Scheduled Board Meeting: Thursday, September 1st at 4 p.m. Audit & Finance Committee Meeting: Tuesday, August 30 th at 8:30 a.m. STAMP Committee Meeting: Wednesday, August 31 st at 8 a.m.	
	2.2	Agenda Additions / Deletions / Other Business **Vote	
	2.3	Minutes: July 7, 2022 **Vote	
	3.0	Report of Management –	4:05pm
	3.1	Ivy Village Corp – Final Resolution **Vote – C. Suozzi	
	3.2	NEXgistics – Initial Resolution **Vote – C. Suozzi	
	3.3	Workforce Development Update – C. Suozzi	
	4.0	Audit & Finance Committee – M. Gray	4:20pm
	4.1	May 2022 Revised Financial Statements **Vote	
	4.2	June 2022 Financial Statements **Vote	
	4.3	2023 Budget Timeline **Vote	
	5.0	Governance & Nominating Committee – C. Yunker	4:30pm
	5.1	Local Labor Policy **Vote	
	6.0	STAMP Committee – P. Zeliff	4:35pm
	6.1	Easement Approvals **Vote	
	6.2	SEQR Update Approval **Vote	
	6.3	Keeler Change Order **Vote	
	6.4	Saratoga Associates Invoices **Vote	
	6.5	UB Proposal for Site Work Observation **Vote	
	7.0	Employment & Compensation Committee – T. Bender	4:45pm
	7.1	Nothing at this time.	
	8.0	Housing Committee – P. Battaglia	4:45pm
	8.1	Nothing at this time.	
	9.0	Other Business	4:45pm
	9.1	Nothing at this time.	
	10.0	Adjournment	4:45pm

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Attachment

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**GCEDC Board Meeting
Thursday, July 7, 2022
Location: 99 MedTech Drive, Innovation Room
4:00 PM**

GCEDC MINUTES

Attendance

Board Members:	M. Clattenburg, C. Yunker, T. Bender, P. Battaglia, C. Kemp
Staff:	L. Farrell, M. Masse, S. Hyde, L. Casey, J. Krencik, P. Kennett, C. Suozzi
Guests:	G. Torrey (GGLDC Board Member), R. Gaenzle (Harris Beach), D. Cunningham (GGLDC Board Member), J. Tretter (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), E. Biscaro (Ivy Village Corp), M. Hensel (Ivy Village Corp), B. Quinn (The Daily News), M. Fitzgerald (Phillips Lytle – video conference)
Absent:	P. Zelif, M. Gray

1.0 Call to Order

P. Battaglia called the meeting to order at 4:00 p.m. in the Innovation Zone.

Presentation: Ivy Village Corp – E. Biscaro provided an overview of his proposed project in the Village of LeRoy. Ivy Village Corp is planning to construct a market-rate adult patio home development on 16 acres. The proposed \$3.72 million project is for the construction of the initial 10 duplex residences (20 units total) of a planned three-phase development (60 units total). The first phase buildings will total 35,312 sq. ft.

B. Quinn, E. Biscaro and M. Hensel left the meeting at 4:21 p.m.

1.1 Enter Executive Session

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:21 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.
2. Discussions regarding proposed, pending, or current litigation.

The motion was seconded by M. Clattenburg and approved by all members present.

M. Fitzgerald (video conference) left the meeting at 4:35 p.m.

1.2 Enter Public Session

T. Bender made a motion to enter back into public session at 4:55 p.m., seconded by M. Clattenburg and approved by all members present.

2.0 Chairman’s Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, August 4th at 3:00 p.m. *(Change in time due to GLOW Corporate Cup)*

Audit & Finance Committee Meeting: Tuesday, August 2nd at 8:30 a.m.

STAMP Committee Meeting: Wednesday, August 3rd at 8:00 a.m.

2.2 Agenda Additions / Deletions / Other Business –

C. Yunker made a motion to remove agenda item 6.4 “SEQR Update Approval” from the agenda due to a letter received from the Tonawanda Seneca Nation requesting more time to submit comments regarding the SEQR resolution; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The agenda item was removed.

2.3 Minutes: June 2, 2022.

T. Bender made a motion to accept the minutes from June 2, 2022; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

3.0 Report of Management

3.1 Ivy Village Corp. – Initial Resolution – Ivy Village Corp is planning to construct a market-rate adult patio home development on 16 acres in the Village of Le Roy.

The proposed \$3.72 million project is for the construction of the initial 10 duplex residences (20 units total) of a planned three-phase development (60 units total). The first phase buildings will total 35,312 sq. ft.

Ivy Village Corp’s proposed project meets the recommendations of recent studies by LaBella Associates and The Rockefeller Institute of Government, which identified housing availability as a critical element to fully realize the benefits of Genesee County’s economic development strategy. LaBella Associates reported that 4,800 new units are needed in the next 20 years across multiple sectors, including rental units and single-family homes.

Ivy Village Corp is requesting assistance from the GCEDC in the form of a property tax abatement (\$603,169) using our Market Rate Housing PILOT (20 + Units) schedule which averages 61.5% savings over 20 years, a sales tax abatement (\$172,800), and a mortgage tax exemption (\$29,760).

Resolution No. 07/2022 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF IVY VILLAGE CORP. WITH RESPECT TO A CERTAIN PROJECT, (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

T. Bender made a motion to accept Initial Resolution #07/2022-01, accepting the application and authorizing the scheduling of a public hearing as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

4.0 Audit & Finance Committee

4.1 May 2022 Financial Statements - L. Farrell reviewed the May 2022 financial statements with the Board. The following was noted:

- Accounts receivable decreased by about \$280,000. We received final payment from HP Hood (\$279,600) from a 2017 termed out project origination fee.
- On the P&L, we received the project origination fee from J&R Fancher.
- There is normal monthly activity for May.

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

C. Yunker made a motion to approve the May 2022 Financial Statements as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

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

The item was approved as presented.

4.2 Indemnity Agreement & Logging Contract for Leroy Food & Tech Park – The GCEDC was approached by a logging company requesting permission to cross land that the GCEDC owns to access a parcel owned by a third party to do some logging. The logging company has already entered into an agreement to cover any damage to crops caused by their access road. The GCEDC then asked the

logging company to provide an estimate of what they would pay the GCEDC to log some of the property that it owns. The purpose of this would be to help expand potential developable property at the site to allow for more development. The GCEDC has confirmed with its environmental firm, CC Environment and Planning, that the area is not wetland and can be developed. The GCEDC would leave some wooded areas along the property line to allow for screening from any potential projects that would locate at the site.

Fund Commitment: None.

The Committee did not make a recommendation. The Committee requested additional information related to the logging contract. They wanted to know if the tops will be removed and how many acres will be logged. M. Masse stated that the logging company would leave the tops and branches. If the Agency required that the tops and branches are removed, there would be a cost for this and the net effect to the GCEDC would likely be zero. The Board determined that it is not important to have this area harvested at this time. If this position should change, additional logging companies should be approached.

Additionally, for clarification, it was stated that the logging company is *only* accessing property owned by the GCEDC, so we are accepting lower insurance requirements than the standard \$1M/\$3M.

T. Bender made a motion to approve the Indemnity Agreement to allow the logging company to access the neighboring property for harvesting; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

4.3 Key Bank Line of Credit Renewal – The GCEDC has a \$1M demand line of credit. This was discussed in previous years and it eliminated the non-usage fee and ultimately afforded the GCEDC the comfort of having a line in place if needed, however there is no guarantee that the money is available during the negotiated term. Moving forward there are only internal bank credit reviews/renewals, but no need to sign or update documentation annually unless the terms were to change. Any future modifications to the line are always less expensive and normally faster if the line is existing.

Fund commitment: None.

This item was recommended for approval by the Committee.

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

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

The item was approved as presented.

4.4 Semicon West – With the support of National Grid, the GCEDC is joining our partners in the New York Loves Nano delegation at the 2022 Semicon West semiconductor industry conference in San Francisco July 12-14. The GCEDC participates in this conference annually and we have found it an effective sales and marketing activity in a key industry sector for STAMP.

The proposed funding process for the delegation's booth and reception has changed this year, with organizations like the GCEDC directly sponsoring the booth and reception. Previously, organizations funded a share of the gap between costs and received sponsorships.

For the 2022 Semicon West, we are proposing to sponsor the delegation as a Silver Sponsor (\$5,000), and with the combined support of Invest Buffalo Niagara and Greater Rochester Enterprise we will receive the benefits of a Gold Sponsor, including exhibitor hall badges and graphic displays on the booth's exterior and interior.

This project was anticipated in two budget lines in the 2022 Marketing Operations Budget totaling \$7,700. The proposed cost is contained within the Booth line item.

- Booth: \$5,200
- Reception: \$2,500

The GCEDC thanks National Grid for their support of this project.

This item was recommended for approval by the Committee.

M. Clattenburg made a motion to recommend to the full Board the approval of the Semicon West Sponsorship not to exceed \$5,000 as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

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

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zelif (M. Masse presented)

6.1 Easement Approval- In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are several easements needed. Based on a compensation model the following payment is needed for one easement:

1. Temporary Easement 28 - \$500

Fund Commitment: \$500 from the \$33 million.

This item was recommended for approval by the Committee.

C. Yunker made a motion to approve the ROW easement payment not to exceed \$500 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

6.2 STAMP Payment for Storage Yard – In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, the GCEDC had to extend the rental agreement for the storage of pipes until we can begin construction with the issuance of NYSDEC permits.

Fund Commitment: \$2,000 from the \$33 million.

This item was recommended for approval by the Committee.

T. Bender made a motion to approve the STAMP payment of \$2,000 to the landowner for the storage yard as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

6.3 Morsch Pipeline, Inc. Change Order – In conjunction with the installation of the force main from the Town of Pembroke to the Town of Alabama there is a residence located at the corner of Route 77 and Ledge Road that has seen an accumulation of water in their yard after the construction was completed. It appears that the water is now running along the water line and discharging into the resident's yard. There is a lot of rock in the area that is preventing the water from flowing into the catch basin at the intersection. This work will install an underground tile line that will allow the water a place to flow and discharge into the catch basin where it can move underneath the intersection through the culvert.

Fund Commitment: \$4,975.50 from the agency operating funds.

This item was recommended for approval by the Committee.

C. Yunker made a motion to approve the Morsch Pipeline, Inc. change order not to exceed \$4,975.50 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

6.4 SEQR Update Approval – Removed from the agenda.

6.5 Proposed STAMP Property Transfer – There is a 0.851-acre portion of STAMP property that includes two abandoned barns along Alleghany Road bordered to the north by a residential use, to the east across Alleghany Road by a lightly forested area containing an abandoned building, and to the west and south by STAMP; Mr. Baker intends to incorporate the property into his existing residence/property, and therefore the Land Transfer will not create a material conflict with an adopted land use plan or zoning. While much of the STAMP Site was rezoned from Agricultural-Residential (“AR”) to Technology District (“TD”), a 300-foot buffer around the TD zone was reserved as zone AR. This zone AR buffer includes the property where the barns are located.

M. Masse proposed the transfer of property at no cost to Mr. Baker as a liability deferral. In this case the Agency would not be responsible for the cost of demolition of the dilapidated barns.

Fund Commitment: None.

This item was recommended for approval by the Committee.

M. Clattenburg made a motion to approve the negative declaration pursuant to SEQRA and the property transfer to Mr. Baker for no consideration as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

7.0 Employment & Compensation – T. Bender

7.1 Nothing at this time.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time.

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, T. Bender made a motion to adjourn at 5:16 p.m., which was seconded by C. Yunker and passed unanimously.

*man
6/14/22*

Customer Information

Potential Customer:	Ivy Village Corp	Opportunity Type:	Attraction
Proj. St. Address:	143 Lake Street	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	//LeRoy	Type of Project:	Attraction
Proj. Description:	Le Roy Housing	New Jobs:	2 ✓
Total Capital Investment:	\$3,720,000	Retained Jobs:	
Incentive Amount:	\$805,729	School District:	LeRoy
Benefited Amount:	\$3,500,000	PILOT Applicable:	

Project Information

Organization:	GCEDC
Opportunity Source:	3rd Party Professional
Initial Acceptance Date:	7/7/2022
Date of Public Hearing:	
Inducement Date:	

Opportunity Summary: Ivy Village Corp is planning to construct a market-rate adult patio home development on 16 acres in the Village of Le Roy.

The proposed \$3.72 million project is for the construction of the initial 10 duplex residences (20 units total) of a planned three-phase development (60 units total). The first phase buildings will total 35,312 sq. ft.

Ivy Village Corp's proposed project meets the recommendations of recent studies by LaBella Associates and The Rockefeller Institute of Government, which identified housing availability as a critical element to fully realize the benefits of Genesee County's economic development strategy. LaBella Associates reported that 4,800 new units are needed in the next 20 years across multiple sectors, including rental units and single-family homes.

Ivy Village Corp is requesting assistance from the GCEDC in the form of a property tax abatement (\$603,169) using our Market Rate Housing PILOT (20 + Units) schedule which averages 61.5% savings over 20 years, a sales tax abatement (\$172,800), and a mortgage tax exemption (\$29,760).

Economic Impact: The project's proposed investments and fiscal impact are estimated at \$6 for every \$1 of proposed public benefits.

The Fiscal impacts (discounted value) on Local Benefits totals \$3,548,409 (\$3,246,278 indirect payroll and \$338,131 to the public in tax revenues).

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$3,400,000 ✓	Capital Improvements:	\$0
Equipment (non-taxable):	\$120,000 ✓	Equipment (Taxable) / Other Proj Investment:	\$0
Land Cost (Real Estate):	\$200,000 ✓		
Total Capital Investment:	\$3,720,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$172,800 ✓	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$29,760 ✓	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$603,169		
Total Estimated Tax Incentives Provided:	\$805,729		

Total Amount Finance: \$3,720,000



6/10/22

Client Company Investment Project Financial Assistance PROPOSAL

Figures on this Worksheet are estimates only and are subject to change

Project Profile:
Company: Ivy Village Corp
 Date: 6/6/22
 Start Date:
 Project Description:
 Project Cost:
 Project Cost subject to Sales Tax:
 Project Cost to be Financed via Mortgage:
 Estimated Assessed value of Real Property/Building upon completion*:
 Jobs Created: next 3 years
 Jobs Retained: next 3 years

	building cost	non-mfg equipment	land	sq ft	Assessed \$/sq/ft
	\$ 3,720,000	\$ 3,400,000			
	\$ 2,160,000	60% bldg cost + non mfg equipt			
	\$ 2,976,000				
	\$ 1,070,000				

Applicable GCEDC Products:
Financial Assistance: Cost Reduction Through Tax Savings:
Sale/Leaseback (SLB):

	1 Year View	3 Year View	Project Lifetime
Sales Tax Exemption (Savings):	8.00% \$ 172,800	\$ 172,800	\$ 172,800
Mortgage Tax Exemption (Savings):	1.00% \$ 29,760	\$ 29,760	\$ 29,760
Real Property Tax Abatement (PILOT):	61.5%		
Average Abatement (savings %) over project life			61.5%
PILOT Term in years	20		
Gross Property Tax Costs	\$ 45.83	\$ 147,114	\$ 980,762
Payment Schedule (% Real Property Taxes Paid)	10%		39%
Net Required Property Tax payments per PILOT	\$ 4,904	\$ 14,711	\$ 377,593
PILOT Real Property Tax Savings (Next taxable year)	\$ 44,134	\$ 132,403	\$ 603,169
Total Tax Savings via Sale/Leaseback (SLB):	\$ 246,694	\$ 334,963	\$ 805,729

Financing: Cost Reduction via low cost financing (below prime rate):
Revolving Loan Fund (RLF):

	1 Year View	3 Year View	Project Lifetime
Loan Factors:			
Interest Rate Savings:	\$ -	\$ -	\$ -
Gross Cost Savings via GCEDC programs:	\$ 246,694	\$ 334,963	\$ 805,729

Participation Fees (Costs):
 GCEDC Application Fee (non-refundable): \$ 250
 GCEDC Project Fee (% Total Project Cost): 1.25% \$ 46,500
 Legal Fees: SLB (Contract Development, Documentation, Filing fees) tbd
 Legal Fees: RLF (Contract Development, Documentation, Filing fees):
 Total Participation Fees: \$ 46,750

Summary:

Total Costs Savings / Benefits via GCEDC programs(after participation f	\$ 199,944	\$ 288,213	\$ 758,979
Total Benefits as % Total Project Cost:	5%	8%	20%
Return on Investment (ROI) = Net Savings / Participation Fees:	428%	616%	1623%

Clinton Crossing Assessed Units \$ 2,140,000
 Assessed/unit \$ 40
 Project Units \$ 53,500
 New Assessment \$ 1,070,000

NOTE: PILOT REAL PROPERTY TAX ABATEMENT EFFECTIVE DATE DEPENDS UPON DATE OF SALE LEASE BACK (SLB) CLOSING COMPARED TO MUNICIPALITIES TAXABLE STATUS DATE.
 1) IF SLB CLOSING PRIOR TO TAXABLE STATUS DATE - PILOT WILL BE EFFECTED IN FOLLOWING TAXABLE YEAR AND CURRENT YEAR TAX BILLS WILL BE ADJUSTED ACCORDINGLY.
 2) IF SLB CLOSING IS SUBSEQUENT TO MUNICIPALITIES TAXABLE STATUS DATE - THERE WILL BE A 12 MONTH DELAY IN PILOT IMPLEMENTATION.
PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!

Gross Property Tax Per Year \$ 49,038				fire district	
Year of Exemption	% of Paid Taxes	Net Savings	Municipalities Tax to be Paid	Total	To be paid 100%
1	10%	\$44,134	\$ 4,904	\$49,038	\$ 1,873
2	10%	\$44,134	\$ 4,904	\$49,038	\$ 1,873
3	10%	\$44,134	\$ 4,904	\$49,038	\$ 1,873
4	10%	\$44,134	\$ 4,904	\$49,038	\$ 1,873
5	15%	\$41,682	\$ 7,356	\$49,038	\$ 1,873
6	15%	\$41,682	\$ 7,356	\$49,038	\$ 1,873
7	15%	\$41,682	\$ 7,356	\$49,038	\$ 1,873
8	20%	\$39,230	\$ 9,808	\$49,038	\$ 1,873
9	20%	\$39,230	\$ 9,808	\$49,038	\$ 1,873
10	20%	\$39,230	\$ 9,808	\$49,038	\$ 1,873
11	50%	\$24,519	\$ 24,519	\$49,038	\$ 1,873
12	50%	\$24,519	\$ 24,519	\$49,038	\$ 1,873
13	50%	\$24,519	\$ 24,519	\$49,038	\$ 1,873
14	50%	\$24,519	\$ 24,519	\$49,038	\$ 1,873
15	50%	\$24,519	\$ 24,519	\$49,038	\$ 1,873
16	75%	\$12,260	\$ 36,779	\$49,038	\$ 1,873
17	75%	\$12,260	\$ 36,779	\$49,038	\$ 1,873
18	75%	\$12,260	\$ 36,779	\$49,038	\$ 1,873
19	75%	\$12,260	\$ 36,779	\$49,038	\$ 1,873
20	75%	\$12,260	\$ 36,779	\$49,038	\$ 1,873
Total	61.5%	\$603,169	\$377,593	\$980,762	\$37,450

May 2022

Genesee County Industrial Development Agency MRB Cost Benefit Calculator



Date: July 7, 2022
Project Title: Ivy Village Corp
Project Location: 143 Lake St Leroy, NY 14482

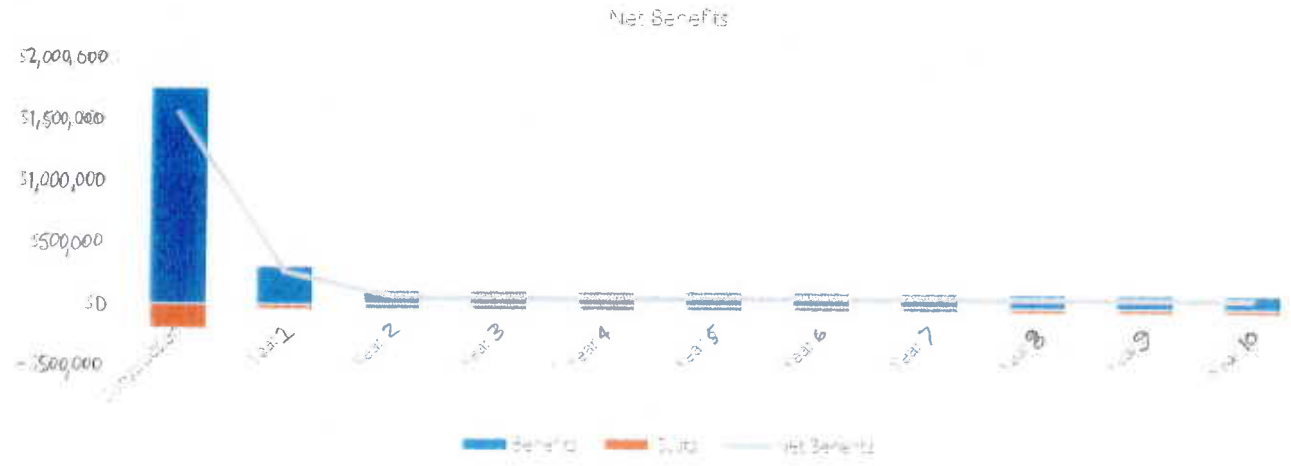
Economic Impacts

Summary of Economic Impacts over the Life of the PILOT
Project Total Investment
\$3,720,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	18	5	23
Earnings	\$1,425,006	\$235,757	\$1,660,764
Local Spend	\$3,400,000	\$842,684	\$4,242,684

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	2	1	3
Earnings	\$1,664,000	\$275,297	\$1,939,297

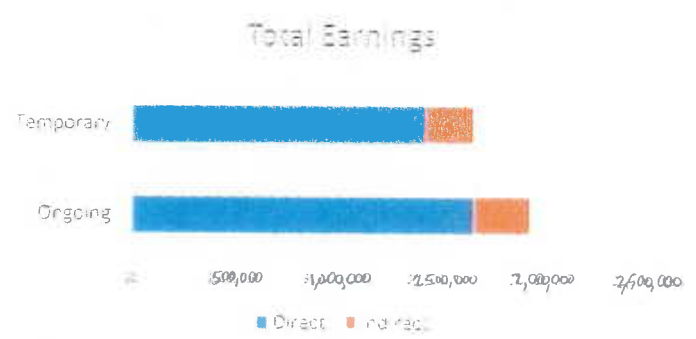
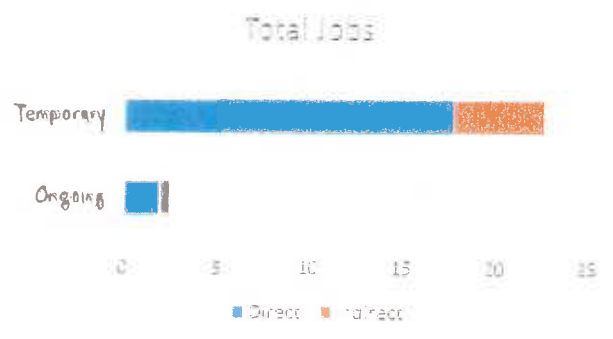
Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT

Figure 2

Figure 3



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Ongoing earnings are all earnings over the life of the PILOT.

Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$603,169	\$507,088
Sales Tax Exemption	\$172,800	\$172,800
Local Sales Tax Exemption	\$86,400	\$86,400
State Sales Tax Exemption	\$86,400	\$86,400
Mortgage Recording Tax Exemption	\$29,760	\$29,760
Local Mortgage Recording Tax Exemption	\$14,880	\$14,880
State Mortgage Recording Tax Exemption	\$14,880	\$14,880
Total Costs	\$805,729	\$709,648

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$4,197,784	\$3,747,890
To Private Individuals	<u>\$3,800,061</u>	<u>\$3,442,356</u>
Temporary Payroll	\$1,660,764	\$1,660,764
Ongoing Payroll	\$1,939,297	\$1,585,514
Other Payments to Private Individuals	\$200,000	\$196,078
To the Public	<u>\$397,723</u>	<u>\$305,533</u>
Increase in Property Tax Revenue	\$335,073	\$252,191
Temporary Jobs - Sales Tax Revenue	\$11,625	\$11,625
Ongoing Jobs - Sales Tax Revenue	\$13,575	\$11,099
Other Local Municipal Revenue	\$37,450	\$30,618
State Benefits	\$187,203	\$168,806
To the Public	<u>\$187,203</u>	<u>\$168,806</u>
Temporary Income Tax Revenue	\$74,734	\$74,734
Ongoing Income Tax Revenue	\$87,268	\$71,348
Temporary Jobs - Sales Tax Revenue	\$11,625	\$11,625
Ongoing Jobs - Sales Tax Revenue	\$13,575	\$11,099
Total Benefits to State & Region	\$4,384,987	\$3,916,696

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$3,747,890	\$608,368	6:1
State	\$168,806	\$101,280	2:1
Grand Total	\$3,916,696	\$709,648	6:1

*Discounted at 2%

Additional Comments from IDA

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

Adm
6/16/22

MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date
 Project Title
 Project Location

Construction Phase - Project Assumptions

Project Costs

Enter total project costs:
 Local Construction Spending*
 % of locally sourced materials and labor
 In-region construction spending

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
New Multifamily Building Construction	236116	100%	\$3,400,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$3,400,000

Most projects will only have one line related to construction type.

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

Year 1 - Enter NAICS

NAICS	Count	Per Job Annual Earnings	Total Earnings	
New Multifamily Housing Construction (exc	236116	2	\$41,600	\$83,200
0				\$0
0				\$0
0				\$0
0				\$0
0				\$0
Total		2		\$83,200

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings	
New Multifamily Housing Construction (exc	236116	2	\$41,600	\$83,200
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		2		\$83,200

Year 3+ (Full Employment)

NAICS	Count	Per Job Annual Earnings	Total Earnings	
New Multifamily Housing Construction (exc	236116	2	\$41,600	\$83,200
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		2		\$83,200

Fiscal Impact Assumptions

Estimated Costs of Incentives

Sales Tax Exemption	%	Value	PILOT Term (Years)	<input type="text" value="20"/>
Local Sales Tax Rate	4.00%	\$86,400	Escalation Factor	<input type="text" value="0%"/>
State Sales Tax Rate	4.00%	\$86,400	Discount Factor	<input type="text" value="2%"/>
Mortgage Recording Tax Exemption		\$29,760		
Local	0.50%	\$14,880		
State	0.50%	\$14,880		
Total Costs		\$805,729	<small>(includes PILOT exemption calculated netto)</small>	

3.1

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msw
6/10/22

Project Name: Ivy Village Corp (Leroy)

Board Meeting Date: July 7, 2022

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

PROJECT DESCRIPTION:

Ivy Village Corp is planning to construct a market-rate adult patio home development on 16 acres in the Village of Le Roy.

The proposed \$3.72 million project is for the construction of the initial 10 duplex residences (20 units total) of a planned three-phase development (60 units total). The first phase buildings will total 35,312 sq. ft.

Ivy Village Corp's proposed project meets the recommendations of recent studies by LaBella Associates and The Rockefeller Institute of Government, which identified housing availability as a critical element to fully realize the benefits of Genesee County's economic development strategy. LaBella Associates reported that 4,800 new units are needed in the next 20 years across multiple sectors, including rental units and single-family homes.

Ivy Village Corp is requesting assistance from the GCEDC in the form of a property tax abatement (\$603,169) using our Market Rate Housing PILOT (20 + Units) schedule which averages 61.5% savings over 20 years, a sales tax abatement (\$172,800), and a mortgage tax exemption (\$29,760).

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

Project details: The project is planning on creating 2 direct jobs between \$20-\$30 per hour.

Project details:

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with an investment of \$3,720,000 and building 20 market-rate residential units totaling 35,312 sq. ft.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will contribute towards a “livable community” as increasing the capacity of market-rate housing is outlined in Labella’s housing study of Genesee County 2018 report.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

The Fiscal impacts (discounted value) on Local Benefits totals \$3,548,409 (\$3,246,278 indirect payroll and \$338,131 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$6 into the local economy

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #5: The Project is included in one of the Agency’s strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

Project details: N/A

Board Discussion:

Criteria #6: The Project will give a reasonable estimated timeline for the completion of the proposed project.

Project details: The project is planning to begin construction in Fall of 2022 and be operational within 18 months

Board Discussion

Board Concurrence: YES NO If no, state justification:

MSM
7/26/22

FINAL RESOLUTION
(Ivy Village Corp. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, August 4, 2022.

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

Resolution No. 08/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON JULY 26, 2022, WITH RESPECT TO THE IVY VILLAGE CORP. (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF NEW YORK STATE; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "State"), as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **IVY VILLAGE CORP.**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 16.30 acres of real property located at 143 Lake Street, Village of LeRoy, Genesee County, New York (the "Land", being more particularly identified as tax parcel No. 5.-1-19.113); (ii) the planning, design and construction of 20 adult patio homes totaling approximately 35,312 square feet, along with related site and utility

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improvements, curbage, sidewalks, landscaping, stormwater retention and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, it is contemplated that the Agency will (i) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (ii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents with the Company, (iii) take title to or a leasehold interest in the Land, the Improvements, the Equipment and personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (iv) provide financial assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Project, (b) a partial real property tax abatement structured through the Tax Agreement and (c) a mortgage recording tax exemption as authorized by the laws of the State of New York (collectively, the "Financial Assistance"); and

WHEREAS, on July 7, 2022, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

WHEREAS, pursuant to Section 859-a of the Act, on Tuesday, July 26, 2022, at 3:00 p.m., the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. (A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing are attached hereto as Exhibit A); and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), the Agency must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Project; and

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

WHEREAS, the Project Agreement, the Lease Agreement, the Leaseback Agreement, the Tax Agreement and related documents will be negotiated and presented to the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency for approval and execution subject to adoption of the resolutions contained herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY

ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

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

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

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

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

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

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

(F) The Village of LeRoy (the "Village") has conducted a review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). The Village issued a Negative Declaration on May 18, 2022 (the "Negative Declaration"), determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Full Environmental Assessment Form and the Negative Declaration, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Board pursuant to 6 N.Y.C.R.R. Part 617.7. A copy of the Negative Declaration issued by the Board is attached hereto as Exhibit B.

Section 2. The Public Hearing held by the Agency on Tuesday, July 26, 2022, at 3:00 p.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax

jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

Section 3. The Agency is hereby authorized to provide to the Company the Financial Assistance in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Project, (b) a partial real property tax abatement structured through the Tax Agreement and (c) a mortgage recording tax exemption as authorized by the laws New York State.

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **\$2,160,000**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$172,800**. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 5. Pursuant to Section 875(3) of the Act, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any Sales and Use Tax Exemption Benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, 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 to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (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, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, 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. As a condition precedent of receiving Sales and Use Tax Exemption Benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any Sales and Use Tax Exemption Benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 6. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, reconstruct, renovate and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in

whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; *provided, however*, the Project Agreement shall expire on December 31, 2024 (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered.

Section 7. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to negotiate and enter into (A) the Project Agreement, (B) the Lease Agreement, pursuant to which the Company leases the Project to the Agency, (C) the related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, and (D) the Tax Agreement; *provided, however*, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project and (ii) the terms of the Tax Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 8. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record the Mortgage securing an aggregate principal amount not to exceed \$2,760,000.00, and any security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") to assist with the undertaking of the Project, the acquisition of the Facility and/or the finance or re-finance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. The Agency is hereby authorized to provide the Company with an exemption from mortgage recording taxes as permitted by New York State law in an amount not to exceed Twenty-Nine Thousand Seven Hundred Sixty and 00/100 Dollars (\$29,760.00).

Section 10. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of

the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 10. These Resolutions shall take effect immediately upon adoption.

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

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

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(Ivy Village Corp. Project)

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

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on August 4, 2022, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ___ day of _____, 2022.

Secretary

Exhibit A

Notice Letter, Notice of Public Hearing,
Affidavit of Publication of *The Batavia Daily News*
and Minutes of Public Hearing

[Attached Hereto]



PUBLIC HEARING NOTICE LETTER

July 11, 2022

To: Chief Executive Officers Listed
on Schedule A attached hereto

**Re: Genesee County Industrial Development Agency d/b/a Genesee County
Economic Development Center and Ivy Village Corp.**

Notice of Public Hearing

Ladies and Gentlemen:

On Tuesday, July 26, 2022, at 3:00 p.m., local time, at Leroy Village Hall, 3 West Main Street, Leroy, New York 14482, the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") will conduct a public hearing regarding the above-referenced project. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to *The Daily News* for publication.

You are welcome to attend such hearing at which time you will have an opportunity to review the project application and present your views, both orally and in writing, with respect to the project. We are providing this notice to you, pursuant to General Municipal Law Section 859-(a), as the chief executive officer of an affected tax jurisdiction within which the project is located.

Genesee County Economic Development Center
99 MedTech Drive, Suite 106, Batavia, New York 14020
Phone: 585-343-4866 Fax: 585-343-0848
Email: gcedc@gcedc.com Web: www.gcedc.com
The GCEDC / GGLDC is an equal opportunity provider & employer

The Agency will provide additional access to the public hearing by broadcasting the public hearing in real time online at <https://vimeo.com/728145902>.

Very truly yours,

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY d/b/a
GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Tuesday, July 26, 2022, at 3:00 p.m., local time, at Leroy Village Hall, 3 West Main Street, Leroy, New York 14482, in connection with the following matter:

IVY VILLAGE CORP., a New York corporation, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 16.30 acres of real property located at 143 Lake Street, Village of LeRoy, Genesee County, New York (the "Land", being more particularly identified as tax parcel No. 5.-1-19.113); (ii) the planning, design and construction of 20 adult patio homes totaling approximately 35,312 square feet, along with related site and utility improvements, curbage, sidewalks, landscaping, stormwater retention and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility").

The Agency will acquire title to, or a leasehold interest in, the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the Company will purchase the Facility from the Agency, or if the Agency holds a leasehold interest, the leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (the "Financial Assistance") to the Company in the form of sales and use tax exemptions, a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company's project Application and hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

The Agency will provide additional access to the public hearing by broadcasting the public hearing in real time online at <https://vimeo.com/728145902>.

Dated: July 13, 2022

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A
GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER

AFFIDAVIT OF PUBLICATION

Batavia Daily News

State of New York,

County of, Jefferson,

The undersigned is the authorized designee of **Batavia Daily News**, a **Daily** Newspaper published in **Genesee** County, **New York**. I certify that the public notice, a printed copy of which is attached hereto, was printed and published in this newspaper on the following dates:

July 13, 2022

This newspaper has been designated by the County Clerk of **Genesee** County, as a newspaper of record in this county, and as such, is eligible to publish such notices.



Signature

Eliot T. Putnam

Printed Name

Subscribed and sworn to before me,

This 14 day of July 2022



Notary Signature

Notary Public Stamp



Harris Beach PLLC

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AFFIDAVIT OF PUBLICATION

Batavia Daily News

GENESEE COUNTY
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Tuesday, July 26, 2022, at 3:00 p.m., local time, at Leroy Village Hall, 3 West Main Street, Leroy, New York 14482, in connection with the following matter:

IVY VILLAGE CORP., a New York corporation, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 16.30 acres of real property located at 143 Lake Street, Village of LeRoy, Genesee County, New York (the "Land", being more particularly identified as tax parcel No. 5.-1-19.113); (ii) the planning, design and construction of 20 adult patio homes totaling approximately 35,312 square feet, along with related site and utility improvements, curbage, sidewalks, landscaping, stormwater retention and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility").

The Agency will acquire title to, or a leasehold interest in, the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the Company will purchase the Facility from the Agency, or if the Agency holds a leasehold interest, the leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (the "Financial Assistance") to the Company in the form of sales and use tax exemptions, a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company's project Application and hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

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Dated: July 13, 2022

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A
GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER

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aabbink@harrisbeach.com

AFFIDAVIT OF PUBLICATION

Batavia Daily News

REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF IVY VILLAGE CORP., HELD ON TUESDAY, JULY 26, 2022 3:00 P.M. AT THE LEROY VILLAGE HALL, 3 WEST MAIN STREET, LEROY, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Chris Suozzi, VP of Business and Workforce Development – GCEDC
Jim Krencik, Director of Marketing and Communications - GCEDC
Krista Galdun, Operations Assistant – GCEDC
Eric Biscaro, Ivy Village
Megan Hensel, Ivy Village

II. CALL TO ORDER

The public hearing of Ivy Village Corp. was opened at 3:00 p.m. at Leroy Village Hall, 3 West Main Street, in Leroy, New York, Genesee County, New York.

A notice of this public hearing describing the project was published in the Batavia Daily News, a copy of which is attached and is an official part of this transcript.

III. PROJECT SUMMARY

Ivy Village Corp is planning to construct a market-rate adult patio home development on 16 acres in the Village of Le Roy.

The proposed \$3.72 million project is for the construction of the initial 10 duplex residences (20 units total) of a planned three-phase development (60 units total). The first phase buildings will total 35,312 sq. ft. Ivy Village Corp's proposed project meets the recommendations of recent studies by LaBella Associates and The Rockefeller Institute of Government, which identified housing availability as a critical element to fully realize the benefits of Genesee County's economic development strategy. LaBella Associates reported that 4,800 new units are needed in the next 20 years across multiple sectors, including rental units and single-family homes.

Ivy Village Corp is requesting assistance from the GCEDC in the form of a property tax abatement (\$603,169) using our Market Rate Housing PILOT (20 + Units) schedule which averages 61.5% savings over 20 years, a sales tax abatement (\$172,800), and a mortgage tax exemption (\$29,760).

IV. COMMENTS

J. Krencik began the public hearing by providing a summary of the above-outlined project. He then stated the purpose and guidelines for the public hearing. The purpose of the public hearing is to solicit comments and feedback from the public regarding the proposed incentives on the above outlined project. There were no written comments received ahead of time to be included with the written record.

There was no public comment.

V. **ADJOURNMENT**

As there were no other comments, the public hearing was closed at 3:10 p.m.

Exhibit B

Negative Declaration of Village of LeRoy

[Attached Hereto]

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project: Lake Street Senior Housing
Date: 5/18/2022

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	
1. Impact on Land	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

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2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.

NO

YES

(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.

NO

YES

(See Part 1. E.2)

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air

The proposed action may include a state regulated air emission source.
(See Part 1. D.2.f., D.2.h, D.2.g)

NO

YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.)

NO

YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)

NO

YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources
 The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
If "Yes", answer questions a - g. If "No", go to Section 10.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources
 The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.)

NO YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____			

3.1

45

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
(See Part 1. C.1, C.2. and C.3.)

NO

YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

NO

YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Impact on Surface Water - Discussion was held regarding potential for impact to surface water on surrounding properties. It was noted that the developer will be required to comply with the NYS Stormwater Management Design Manual. The developer will also be required to prepare a SWPPP and obtain approval from the Village Engineer. NYS requires that surface runoff from the property will not be negatively impacted, meaning any runoff from additional impervious surfaces must be contained on-site.

Impact on Noise, Odor, and Light - Primary concern was related to lighting and ensuring downward lighting would be installed. The Village Code indicates "Exterior security lighting (i.e., mercury vapor, high pressure sodium, spot or floodlights) shall not be installed or maintained so as to shine directly in or upon adjoining residential dwellings."

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Ivy Village Corp.

Name of Lead Agency: Village of LeRoy

Name of Responsible Officer in Lead Agency: Greg Rogers

Title of Responsible Officer: Mayor

Signature of Responsible Officer in Lead Agency:

Date: 5/18/22

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Eileen Carmel

Address: 3 West Main Street, LeRoy, NY 14482

Telephone Number: (585) 768-2527

E-mail: ecarmel@villageofleroy.org

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

Page 2 of 2

3.1

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MM
7/2

Customer Information

Potential Customer:		Opportunity Type:	Attraction
Proj. St. Address:	Vision Parkway	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Town of Pembroke//	Type of Project:	Attraction
Proj. Description:	Nexgistics Pembroke 140K SQ FT 2022	New Jobs:	3 ✓
Total Capital Investment:	\$17,600,000	Retained Jobs:	21 ✓
Incentive Amount:	\$2,083,010	School District:	Pembroke
Benefited Amount:	\$17,600,000	PILOT Applicable:	

Project Information

Organization:	GCEDC		
Opportunity Source:	3rd Party Professional	Date of Public Hearing:	tbd
Initial Acceptance Date:		Inducement Date:	

Opportunity Summary: Nexgistics is seeking to develop a 140,000 square-foot facility on Vision Parkway in the Town of Pembroke.

Nexgistics is a fast-growing third-party logistics provider specializing in consumer electronics, sporting and outdoor goods, e-bikes and related productions with operations in New York and Nevada.

The company currently leases buildings at two separate western New York locations, and desires to construct a centrally located distribution center and national headquarters at a site suitable for future growth. Following a multi-state site search, Nexgistics is seeking to build their facility on 30 acres of vacant land currently under contract for the project.

The \$17.6 million project in Pembroke will enable the company to retain the 21 full-time equivalent positions currently employed in NY and add 3 FTE.

Nexgistics is requesting assistance from the GCEDC with a sales tax exemption estimated at \$812,000, a property tax abatement estimated at \$1,116,360, and a mortgage tax exemption estimated at \$154,650.

Economic Impact: For every \$1 of public benefit the company is investing \$7 into the local economy

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$16,500,000 ✓	Capital Improvements:	\$0
Equipment (non-taxable):	\$100,000 ✓	Equipment (Taxable) / Other Proj Investment:	\$250,000 ✓
Land Cost (Real Estate):	\$750,000 ✓		
Total Capital Investment:	\$17,600,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$812,000 ✓	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$154,650 ✓	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$1,116,360		
Total Estimated Tax Incentives Provided:	\$2,083,010		

Total Amount Finance:	\$17,600,000		
Mortgage Amount:	\$15,465,000	ESD-JDA:	
GCEDC RLF:	\$150,000	Other Name:	Equity
City of Batavia:	\$0	Other Amount:	\$1735000
Chamber of Commerce:			

3.2

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Genesee County Industrial Development Agency

MRB Cost Benefit Calculator

Date: August 4, 2022
 Project Title: NEXgistics
 Project Location: Vision Parkway, Pembroke, NY 14036



Economic Impacts

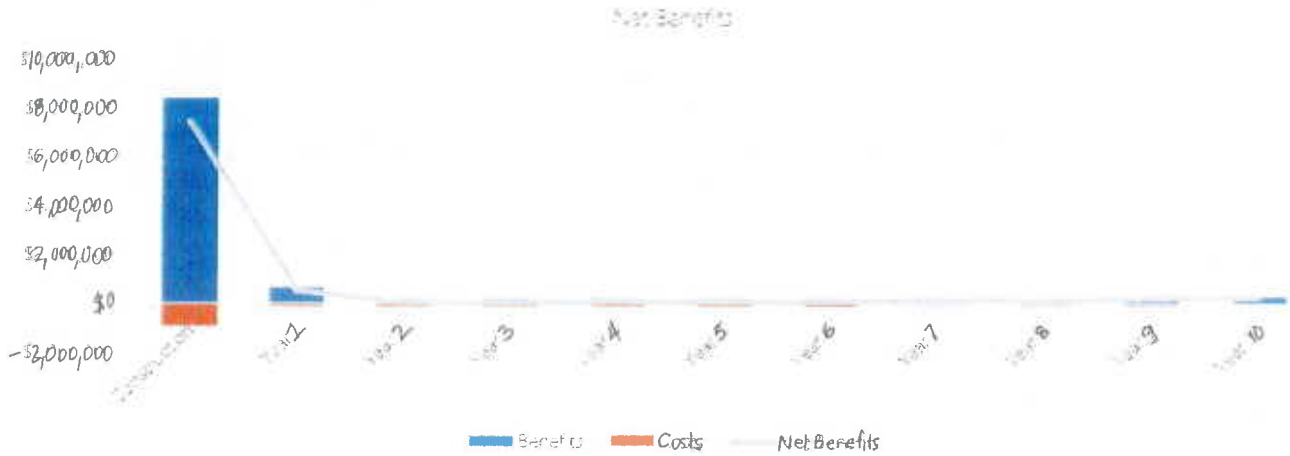
Summary of Economic Impacts over the Life of the PILOT

Project Total Investment
 \$17,600,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	81	24	105
Earnings	\$6,841,552	\$1,148,007	\$7,989,559
Local Spend	\$16,544,000	\$4,119,739	\$20,663,739

Ongoing Operations Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	3	1	4
Earnings	\$1,228,200	\$283,202	\$1,511,402

Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Total Jobs

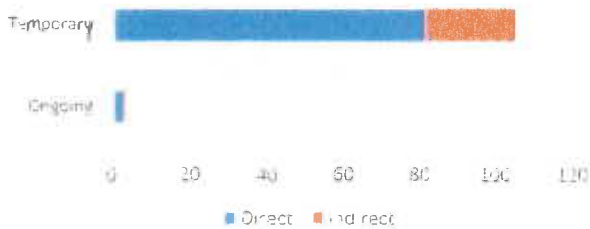
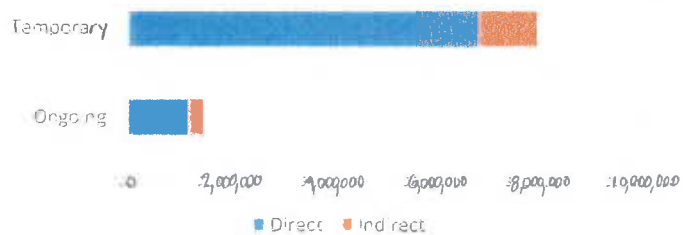


Figure 3

Total Earnings



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$1,116,360	\$1,020,820
Sales Tax Exemption	\$812,000	\$812,000
Local Sales Tax Exemption	\$406,000	\$406,000
State Sales Tax Exemption	\$406,000	\$406,000
Mortgage Recording Tax Exemption	\$154,650	\$154,650
Local Mortgage Recording Tax Exemption	\$77,325	\$77,325
State Mortgage Recording Tax Exemption	\$77,325	\$77,325
Total Costs	\$2,083,010	\$1,987,470

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$10,898,260	\$10,629,026 ✓
To Private Individuals	<u>\$10,000,962</u>	<u>\$9,835,384</u> ✓
Temporary Payroll	\$7,989,559	\$7,989,559
Ongoing Payroll	\$1,511,402	\$1,355,629
Other Payments to Private Individuals	\$500,000	\$490,196
To the Public	<u>\$897,298</u>	<u>\$793,641</u> ✓
Increase in Property Tax Revenue	\$738,392	\$645,226
Temporary Jobs - Sales Tax Revenue	\$55,927	\$55,927
Ongoing Jobs - Sales Tax Revenue	\$10,580	\$9,489
Other Local Municipal Revenue	\$92,400	\$82,999
State Benefits	\$494,050	\$485,950
To the Public	<u>\$494,050</u>	<u>\$485,950</u>
Temporary Income Tax Revenue	\$359,530	\$359,530
Ongoing Income Tax Revenue	\$68,013	\$61,003
Temporary Jobs - Sales Tax Revenue	\$55,927	\$55,927
Ongoing Jobs - Sales Tax Revenue	\$10,580	\$9,489
Total Benefits to State & Region	\$11,392,310	\$11,114,975

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$10,629,026	\$1,504,145	7:1
State	\$485,950	\$483,325	1:1
Grand Total	\$11,114,975	\$1,987,470	6:1

*Discounted at 2%

Additional Comments from IDA

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

MS
7/27/22

MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date August 4, 2022
 Project Title NEXgistics
 Project Location Vision Parkway, Pembroke, NY 14036

Construction Phase - Project Assumptions

Project Costs
 Enter total project costs: **\$17,600,000**
 Local Construction Spending* **94%**
 % of locally sourced materials and labor **\$16,544,000**
 In-region construction spending

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$16,544,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$16,544,000

Most projects will only have one line related to construction type.

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

Year 1 - Enter NAICS

NAICS	Count	Per Job Annual Earnings	Total Earnings	
General Warehousing and Storage	493110	3	\$35,000	\$105,000
0				\$0
0				\$0
0				\$0
0				\$0
0				\$0
Total		3		\$105,000

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings	
General Warehousing and Storage	493110	3	\$41,600	\$124,800
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		3		\$124,800

Year 3+ (Full Employment)

NAICS	Count	Per Job Annual Earnings	Total Earnings	
General Warehousing and Storage	493110	3	\$41,600	\$124,800
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		3		\$124,800

Fiscal Impact Assumptions

Estimated Costs of Incentives

Sales Tax Exemption	%	Value	P.I.O.T. Term (Years)	Value
Local Sales Tax Rate	4.00%	\$406,000	Escalation Factor	0%
State Sales Tax Rate	4.00%	\$406,000	Discount Factor	2%
Mortgage Recording Tax Exemption		\$154,650		
Local	0.50%	\$77,325		
State	0.50%	\$77,325		
Total Costs		\$2,083,010	<i>(includes P.I.O.T. estimation, capitalized price)</i>	

3.2

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Client Company Investment Project Financial Assistance PROPOSAL

Figures on this Worksheet are estimates only and are subject to change

Project Profile:

Company: NEXgistics - Pembroke

Project Description: non-mfg equipment

Project Cost: building cost \$17,600,000 non-mfg equipment \$250,000

Project Cost subject to Sales Tax: \$16,500,000

Project Cost to be Financed via Mortgage: \$10,150,000 ✓ 60% bldg cost + non mfg equip

Estimated Assessed value of Real Property/Building upon completion*: \$15,465,000

Jobs Created: next 3 years: \$7,000,000

Jobs Retained: next 3 years: \$ -

Date: 7/26/22

Start Date: -

sq ft: 140,000

Assessed \$/sq.ft.: 50.00*

Applicable GCEDC Products:

Financial Assistance: Cost Reduction Through Tax Savings:

Sale/Leaseback (SLB):

	1 Year View	3 Year View	Project Lifetime
8.00%	\$ 812,000	\$ 812,000	\$ 812,000
1.00%	\$ 154,650	\$ 154,650	\$ 154,650
40%			
10			
26.58%	\$ 186,060	\$ 558,180	\$ -
			60%
	\$ 186,060	\$ 558,180	\$ -
	\$ 1,152,710	\$ 1,524,830	\$ 1,116,360
			\$ 2,083,010

Financing: Cost Reduction via low cost financing (below prime rate):

Revolving Loan Fund (RLF):

	Term in mo	RLF APR
\$ -		Prime + 1%
\$ 1,152,710		
\$ 1,524,830		

Loan Factors:

Interest Rate Savings:

\$ -	
\$ 1,152,710	\$ 1,524,830
\$ 250	\$ 2,083,010

Participation Fees (Costs):

GCEDC Application Fee (non-refundable):	\$ 250
GCEDC Project Fee (% Total Project Cost):	\$ 220,000
Legal Fees: SLB (Contract Development, Documentation, Filing fees):	\$ 20,500
Legal Fees: RLF (Contract Development, Documentation, Filing fees):	\$ -
Total Participation Fees:	\$ 240,750

Summary:

	National Grid	Total Savings
Total Costs Savings / Benefits via GCEDC programs (after participation f	\$ 911,960	\$ 1,842,260
Total Benefits as % Total Project Cost:	5%	7%
Return on Investment (ROI) = Net Savings / Participation Fees:	379%	533%
		10%
		765%

NOTE: PILOT REAL PROPERTY TAX ABATEMENT EFFECTIVE DATE DEPENDS UPON DATE OF SALE LEASE BACK (SLB) CLOSING COMPARED TO MUNICIPALITIES TAXABLE STATUS DATE.

1) IF SLB CLOSING PRIOR TO TAXABLE STATUS DATE - PILOT WILL BE EFFECTED IN FOLLOWING TAXABLE YEAR AND CURRENT YEAR TAX BILLS WILL BE ADJUSTED ACCORDINGLY.

2) IF SLB CLOSING IS SUBSEQUENT TO MUNICIPALITIES TAXABLE STATUS DATE - THERE WILL BE A 12 MONTH DELAY IN PILOT IMPLEMENTATION.

PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!

MAY
7/27/22

Gross Property Tax Per Year \$ 186,060				Pembroke		1.32
						To be paid 100%
Year of Exemption	% of Paid Taxes	Net Savings	Municipalities Tax to be Paid	Total	Fire District fee	
1	20%	\$148,848	\$ 37,212	\$186,060	\$ 9,240	
2	20%	\$148,848	\$ 37,212	\$186,060	\$ 9,240	
3	20%	\$148,848	\$ 37,212	\$186,060	\$ 9,240	
4	30%	\$130,242	\$ 55,818	\$186,060	\$ 9,240	
5	30%	\$130,242	\$ 55,818	\$186,060	\$ 9,240	
6	30%	\$130,242	\$ 55,818	\$186,060	\$ 9,240	
7	50%	\$93,030	\$ 93,030	\$186,060	\$ 9,240	
8	50%	\$93,030	\$ 93,030	\$186,060	\$ 9,240	
9	70%	\$55,818	\$ 130,242	\$186,060	\$ 9,240	
10	80%	\$37,212	\$ 148,848	\$186,060	\$ 9,240	
Total	40%	\$1,116,360	\$744,240	\$1,860,600	\$ 92,400	



Project Name: NEXgistics

Board Meeting Date: August 4, 2022

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

PROJECT DESCRIPTION:

Nexgistics is seeking to develop a 140,000 square-foot facility on Vision Parkway in the Town of Pembroke.

Nexgistics is a fast-growing third-party logistics provider specializing in consumer electronics, sporting and outdoor goods, e-bikes and related productions with operations in New York and Nevada.

The company currently leases buildings at two separate western New York locations, and desires to construct a centrally located distribution center and national headquarters at a site suitable for future growth. Following a multi-state site search, Nexgistics is seeking to build their facility on 30 acres of vacant land currently under contract for the project.

The \$17.6 million project in Pembroke will enable the company to retain the 21 full-time equivalent positions currently employed in NY and add 3 FTE.

Nexgistics is requesting assistance from the GCEDC with a sales tax exemption estimated at \$812,000, a property tax abatement estimated at \$1,116,360 based on incremental increase in assessed value via new traditional PILOT, and a mortgage tax exemption estimated at \$154,650.

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

Project details: The project is planning on creating 3 direct jobs between \$31,200-40,000 annual plus benefits.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with an investment of \$17,600,000 and 140,000 sq. ft.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

7/27

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

The Fiscal impacts (discounted value) on Local Benefits totals \$10,629,026 (\$9,835,384 in payroll and \$793,641 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$7 into the local economy

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #5: The Project is included in one of the Agency’s strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

Project details: N/A

Board Discussion:

Criteria #6: The Project will give a reasonable estimated timeline for the completion of the proposed project.

Project details: The project is planning to begin construction in early 2023 and be operational within 12 months

Board Discussion

Board Concurrence: YES NO If no, state justification:

MAN
7/26/20

INITIAL RESOLUTION
(NEXgistics LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, August 4, 2022.

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

Resolution No. 08/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF NEXGISTICS LLC WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **NEXGISTICS LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 30 acres of real property located at Allegheny Road, Town of Pembroke, Genesee County, New York (the "Land", being more particularly identified as a portion of tax parcel No. 15.-1-23.113); (ii) the planning, design and construction of an approximately 140,000 square foot facility to be leased by a to be formed real estate holding company to the Company for operation as a distribution center, along with related site and utility improvements, curbage, sidewalks, landscaping, stormwater retention and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (iii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents, (iv) take a leasehold interest in the Land, the Existing Improvements, the Improvements, the Equipment and the personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (v) provide Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Facility, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance").

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

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

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

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

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

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

(E) The Project will result in the removal of a facility or a commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION
(NEXgistics LLC Project)

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

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on August 4, 2022, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2022.

Secretary

**Genesee County Economic Development Center
May 2022 Dashboard - REVISED
Balance Sheet - Accrual Basis**

DRAFT

	<u>5/31/22</u>	<u>4/30/22</u>	[Per Audit] <u>12/31/21</u>
ASSETS:			
Cash - Unrestricted	\$ 7,267,849	\$ 7,106,356	\$ 7,339,508
Cash - Restricted (A)(1)	8,605,411	8,598,188	11,674,315
Cash - Reserved (B)	793,293	793,195	792,739
Cash - Subtotal	16,666,553	16,497,739	19,806,562
Grants Receivable (2)	56,643	54,700	65,327
Accts Receivable- Current (3)	64,774	312,129	337,456
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	29,767	33,624	42,651
Loans Receivable - Current	55,600	55,554	52,489
Total Current Assets	16,876,169	16,956,578	20,307,317
Land Held for Dev. & Resale (5)	20,101,233	20,090,992	19,467,282
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	20,172,490	20,162,249	19,538,539
Less Accumulated Depreciation	(68,801)	(68,747)	(68,528)
Net Property, Plant & Equip.	20,103,689	20,093,502	19,470,011
Accts Receivable- Non-current	-	-	-
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	171,867	176,679	195,885
Other Assets	171,867	176,679	195,885
TOTAL ASSETS	37,151,725	37,226,759	39,973,213
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (10)	597,836	597,836	597,836
Deferred Outflows of Resources	597,836	597,836	597,836
LIABILITIES:			
Accounts Payable (6)	4,199	3,913	548,813
Loan Payable - Genesee County - Current (7)	305,000	305,000	295,000
Accrued Expenses	23,162	10,289	29,545
Unearned Revenue (8)	8,409,634	8,409,637	10,993,355
Total Current Liabilities	8,741,995	8,728,839	11,866,713
Loans Payable - ESD (9)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (7)	2,825,000	2,825,000	3,130,000
Aggregate Net Pension Liability (10)	2,612	2,612	2,612
Total Noncurrent Liabilities	8,024,099	8,024,099	8,329,099
TOTAL LIABILITIES	16,766,094	16,752,938	20,195,812
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (10)	791,742	791,742	791,742
Deferred Inflows of Resources	791,742	791,742	791,742
NET ASSETS	\$ 20,191,725	\$ 20,279,915	\$ 19,583,495

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Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD. Also included are funds received from the County per a Water Supply Agreement, to be put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. These funds are being used to pay for qualifying expenditures.
2. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
3. Accounts Receivable (Current) - Econ. Dev. Program Support Grant; MedTech Centre Property Management (Annual HP Hood payments of \$279.6K have been paid in full).
4. Prepaid Expense(s) - Cyber, Health, General Liability, D&O, Life, long-term and short-term disability insurance.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Payable - e3communications expenses and interest earned on imprest accounts that will be remitted to ESD.
7. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
8. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
9. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
10. Deferred Pension Outflows / Aggregate Net Pension Liability / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

(A) Restricted Cash = Municipal Funds, RLF #2 Funds, Grant Funds Received in Advance.

(B) Reserved Cash = RLF #1 Funds (defederalized).

DRAFT

**Genesee County Economic Development Center
May 2022 Dashboard - REVISED
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2022	2022
	5/31/22	5/31/21	2022	2021	Board Approved Budget	YTD % of Budget
Operating Revenues:						
Genesee County	\$ 19,459	\$ 19,459	\$ 97,296	\$ 97,296	\$ 233,513	42%
Genesee County - WFD	2,084	-	10,417	-	-	N/A
Fees - Projects	22,250	250	302,718	21,750	411,500	74%
Fees - Services	7,099	6,961	35,496	34,806	85,192	42%
Interest Income on Loans	235	282	1,214	1,449	2,744	44%
Rent	7,643	2,206	7,643	5,646	21,071	36%
Common Area Fees - Parks	-	-	373	355	360	104%
Grants (1)	1,943	1,000	3,083,229	823,530	8,891,710	35%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	125,000	125,000	300,000	42%
BP ² Revenue	-	-	3,532	701	27,454	13%
Other Revenue	233	674	557	1,752	5,000	11%
Total Operating Revenues	85,946	55,832	3,667,475	1,112,285	9,978,544	37%
Operating Expenses						
General & Admin	167,179	123,124	617,019	511,244	1,506,112	41%
Professional Services	7,510	3,500	35,507	22,002	108,500	33%
Site Maintenance/Repairs	447	852	2,236	2,255	39,500	6%
Property Taxes/Special District Fees (2)	-	-	3,518	4,597	2,690	131%
PIF Expense	-	-	43,296	35,042	143,157	30%
Site Development Expense	-	-	2,362,765	319,377	2,362,875	100%
Real Estate Development (3)	10,241	5,485	633,951	297,319	6,090,625	10%
Balance Sheet Absorption	(10,241)	(5,485)	(633,951)	(297,319)	-	N/A
Total Operating Expenses	175,136	127,476	3,064,341	894,517	10,253,459	30%
Operating Revenue (Expense)	(89,190)	(71,644)	603,134	217,768	(274,915)	
Non-Operating Revenue (Expense)						
Other Interest Income	1,000	841	5,096	4,069	5,500	93%
Total Non-Operating Revenue (Expense)	1,000	841	5,096	4,069	5,500	93%
Change in Net Assets	(88,190)	(70,803)	608,230	221,837	\$ (269,415)	
Net Assets - Beginning	20,279,915	12,168,395	19,583,495	11,875,755		
Net Assets - Ending	\$ 20,191,725	\$ 12,097,592	\$ 20,191,725	\$ 12,097,592		

Significant Events:

1. Grants - \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; National Grid grant supports marketing and development activities for STAMP; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
2. Property Taxes/Special District Fees - Full taxes were paid on a property purchased after the taxable status date in 2021; tax rates were higher than budgeted for property located in Leroy.
3. Real Estate Development Costs - Includes STAMP development costs.

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**Genesee County Economic Development Center
May 2022 Dashboard - REVISED
Statement of Cash Flows**

DRAFT

	May 2022	YTD
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,543	\$ 129,256
Fees - Projects	301,900	619,118
Fees - Services	-	21,298
Interest Income on Loans	232	1,037
Rent	9,223	10,052
Common Area Fees - Parks	-	373
Grants	-	506,326
BP ² Revenue	-	3,532
GGLDC Grant - Economic Development Program Support	-	75,000
Other Revenue	233	557
Repayment of Loans	4,766	20,907
General & Admin Expense	(151,984)	(629,702)
Professional Services	(7,510)	(46,324)
Site Maintenance/Repairs	(447)	(2,236)
Site Development	-	(2,501,690)
Property Taxes/Special District Fees	-	(3,518)
PIF Expense	-	(43,296)
Improv/Additions/Adj to Land Held for Development & Resale	(10,241)	(1,010,591)
Net Cash Provided (Used) By Operating Activities	167,715	(2,849,901)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(295,000)
Net Cash Used By Noncapital Financing Activities	-	(295,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	1,099	4,892
Net Change in Cash	168,814	(3,140,009)
Cash - Beginning of Period	16,497,739	19,806,562
Cash - End of Period	\$ 16,666,553	\$ 16,666,553
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Operating Revenue (Expense)	\$ (89,190)	\$ 603,134
Depreciation Expense	54	273
Decrease in Operating Accounts/Grants Receivable	245,412	281,366
Decrease in Prepaid Expenses	3,857	12,884
Decrease in Loans Receivable	4,766	20,907
Increase in Land Held for Development & Resale	(10,241)	(633,951)
Increase (Decrease) in Operating Accounts Payable	187	(544,410)
Increase (Decrease) in Accrued Expenses	12,873	(6,383)
Decrease in Unearned Revenue	(3)	(2,583,721)
Total Adjustments	256,905	(3,453,035)
Net Cash Provided (Used) By Operating Activities	\$ 167,715	\$ (2,849,901)

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Genesee County Economic Development Center
June 2022 Dashboard
Balance Sheet - Accrual Basis

DRAFT

	<u>6/30/22</u>	<u>5/31/22</u>	[Per Audit] <u>12/31/21</u>
ASSETS:			
Cash - Unrestricted	\$ 7,194,475	\$ 7,267,849	\$ 7,339,508
Cash - Restricted (A)(1)	8,395,176	8,605,411	11,674,315
Cash - Reserved (B)	793,452	793,293	792,739
Cash - Subtotal	16,383,103	16,666,553	19,806,562
Grants Receivable (2)	57,143	56,643	65,327
Accts Receivable- Current (3)	96,748	64,774	337,456
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	33,487	29,767	42,651
Loans Receivable - Current	56,617	55,600	52,489
Total Current Assets	16,629,930	16,876,169	20,307,317
Land Held for Dev. & Resale (5)	20,313,412	20,101,233	19,467,282
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	20,384,669	20,172,490	19,538,539
Less Accumulated Depreciation	(68,856)	(68,801)	(68,528)
Net Property, Plant & Equip.	20,315,813	20,103,689	19,470,011
Accts Receivable- Non-current	-	-	-
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	167,052	171,867	195,885
Other Assets	167,052	171,867	195,885
TOTAL ASSETS	37,112,795	37,151,725	39,973,213
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (10)	597,836	597,836	597,836
Deferred Outflows of Resources	597,836	597,836	597,836
LIABILITIES:			
Accounts Payable (6)	4,267	4,199	548,813
Loan Payable - Genesee County - Current (7)	305,000	305,000	295,000
Accrued Expenses	32,626	23,162	29,545
Unearned Revenue (8)	8,191,042	8,409,634	10,993,355
Total Current Liabilities	8,532,935	8,741,995	11,866,713
Loans Payable - ESD (9)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (7)	2,825,000	2,825,000	3,130,000
Aggregate Net Pension Liability (10)	2,612	2,612	2,612
Total Noncurrent Liabilities	8,024,099	8,024,099	8,329,099
TOTAL LIABILITIES	16,557,034	16,766,094	20,195,812
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (10)	791,742	791,742	791,742
Deferred Inflows of Resources	791,742	791,742	791,742
NET ASSETS	\$ 20,361,855	\$ 20,191,725	\$ 19,583,495

Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD. Also included are funds received from the County per a Water Supply Agreement, to be put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. These funds are being used to pay for qualifying expenditures.
2. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
3. Accounts Receivable (Current) - Econ. Dev. Program Support Grant, MedTech Centre Property Management, etc.
4. Prepaid Expense(s) - General Liability, Cyber, D&O, Life, long-term and short-term disability insurance, health, property insurance and lease payment.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Payable - e3communications expenses and interest earned on imprest accounts that will be remitted to ESD.
7. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
8. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
9. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
10. Deferred Pension Outflows / Aggregate Net Pension Liability / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

(A) Restricted Cash = Municipal Funds, RLF #2 Funds, Grant Funds Received in Advance.

(B) Reserved Cash = RLF #1 Funds (defederalized).

DRAFT

**Genesee County Economic Development Center
June 2022 Dashboard
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2022	2022
	6/30/22	6/30/21	2022	2021	Board Approved Budget	YTD % of Budget
<u>Operating Revenues:</u>						
Genesee County	\$ 19,460	\$ 19,459	\$ 116,756	\$ 116,755	\$ 233,513	50%
Genesee County - WFD	2,083	-	12,500	-	-	N/A
Fees - Projects	500	250	303,218	22,000	411,500	74%
Fees - Services	7,099	6,961	42,595	41,767	85,192	50%
Interest Income on Loans	231	278	1,445	1,727	2,744	53%
Rent	8,750	5,070	16,393	10,716	21,071	78%
Common Area Fees - Parks	-	-	373	355	360	104%
Grants (1)	219,051	3,388,841	3,302,280	4,212,371	8,891,710	37%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	150,000	150,000	300,000	50%
BP ² Revenue	-	-	3,532	701	27,454	13%
Other Revenue	-	155	557	1,907	5,000	11%
Total Operating Revenues	282,174	3,446,014	3,949,649	4,558,299	9,978,544	40%
<u>Operating Expenses</u>						
General & Admin	102,353	122,314	719,372	633,558	1,506,112	48%
Professional Services	4,509	1,398	40,016	23,400	108,500	37%
Site Maintenance/Repairs	447	426	2,683	2,681	39,500	7%
Property Taxes/Special District Fees	-	-	3,518	4,597	2,690	131%
PIF Expense	-	-	43,296	35,042	143,157	30%
Site Development Expense (2)	6,372	3,226,529	2,369,137	3,545,906	2,369,247	100%
Real Estate Development (3)	212,179	389,268	846,130	686,587	6,084,253	14%
Balance Sheet Absorption	(212,179)	(389,268)	(846,130)	(686,587)	-	N/A
Total Operating Expenses	113,681	3,350,667	3,178,022	4,245,184	10,253,459	31%
Operating Revenue (Expense)	168,493	95,347	771,627	313,115	(274,915)	
<u>Non-Operating Revenue (Expense)</u>						
Other Interest Income	1,637	366	6,733	4,435	5,500	122%
Total Non-Operating Revenue (Expense)	1,637	366	6,733	4,435	5,500	122%
Change in Net Assets	170,130	95,713	778,360	317,550	\$ (269,415)	
Net Assets - Beginning	20,191,725	12,097,592	19,583,495	11,875,755		
Net Assets - Ending	\$ 20,361,855	\$ 12,193,305	\$ 20,361,855	\$ 12,193,305		

Significant Events:

1. Grants - \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; National Grid grant supports marketing and development activities for STAMP; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
2. Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
3. Real Estate Development Costs - Includes STAMP development costs; house at the STAMP site purchased in 1st Quarter of 2021.

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**Genesee County Economic Development Center
June 2022 Dashboard
Statement of Cash Flows**

DRAFT

	June 2022	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,543	\$ 150,799
Fees - Projects	500	619,618
Fees - Services	-	21,298
Interest Income on Loans	190	1,227
Rent	8,750	18,802
Common Area Fees - Parks	-	373
Grants	-	506,326
BP ² Revenue	-	3,532
GGLDC Grant - Economic Development Program Support	-	75,000
Other Revenue	-	557
Repayment of Loans	3,798	24,705
General & Admin Expense	(96,456)	(726,158)
Professional Services	(4,509)	(50,833)
Site Maintenance/Repairs	(447)	(2,683)
Site Development	(6,372)	(2,508,062)
Property Taxes/Special District Fees	-	(3,518)
PIF Expense	-	(43,296)
Improv/Additions/Adj to Land Held for Development & Resale	(212,179)	(1,222,770)
Net Cash Used By Operating Activities	(285,182)	(3,135,083)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(295,000)
Net Cash Used By Noncapital Financing Activities	-	(295,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	1,732	6,624
Net Change in Cash	(283,450)	(3,423,459)
Cash - Beginning of Period	16,666,553	19,806,562
Cash - End of Period	\$ 16,383,103	\$ 16,383,103
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 168,493	\$ 771,627
Depreciation Expense	55	328
(Increase) Decrease in Operating Accounts/Grants Receivable	(32,474)	248,892
(Increase) Decrease in Prepaid Expenses	(3,720)	9,164
Decrease in Loans Receivable	3,798	24,705
Increase in Land Held for Development & Resale	(212,179)	(846,130)
Decrease in Operating Accounts Payable	(27)	(544,437)
Increase in Accrued Expenses	9,464	3,081
Decrease in Unearned Revenue	(218,592)	(2,802,313)
Total Adjustments	(453,675)	(3,906,710)
Net Cash Used By Operating Activities	\$ (285,182)	\$ (3,135,083)

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Budget Timeline

Genesee County Economic Development Center

- June/July Planning Assumptions / Preliminary Inputs
- Aug 2 Budget Workshop - Audit & Finance Committee Meeting
*Review / Discuss Budget Assumptions and Preliminary Inputs
- Aug 30 Audit & Finance Committee Review of Draft Budget & Recommendation
- Sept 1 Board Review & Approval
- Sept 2 Submission to Genesee County Manager
- By Nov 1 Budget to ABO/Post on GCEDC Web Site



Local Construction Labor Policy

Project applicants (the “Company”), with projected / committed capital investment for facility construction of greater than or equal to \$5,000,000 (except solar projects as defined later), 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 Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (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”). Solar projects in excess of 5 MW (AC) will be subject to the Local Construction Labor Policy as well.

Local Labor Defined

Local Labor is defined as individuals residing in the following Counties: Genesee, Orleans, Monroe, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua, Cattaraugus and Allegany (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 GCEDC staff or agents that the “right of first refusal” remedy has been effected unsuccessfully.

~~The GCEDC may require an outside consultant of their choosing be hired by the Project to assist in reviewing any waiver requests that may be submitted.~~

The Company will be responsible for the costs of an outside consultant who will perform the inspections, monitoring, and waiver processing for the duration of the construction of the project. The GCEDC will require the Company to provide a deposit to be kept in escrow by the Agency. Any unused funds at the end of construction will be returned to the Company.

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.

Revised 7/ ~~X~~/242

Mark Masse

STAMP Committee

August 3, 2022

STAMP Payment for easements

Discussion: In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are a number of easements needed. The following payment is needed for three easements:

1. Permanent Easement 14 - \$500
2. Permanent Easement 11 - \$1,000
3. Permanent Easement 12 - \$1,500

Fund Commitment: \$3,000 from the \$33 million.

Board Action Request: Approval of payment of \$3,000 to the holders of the easement numbers identified above.

RECORD & RETURN TO:
Anthony J. Iacchetta, Esq.
Phillips Lytle LLP
1400 First Federal Plaza
Rochester, New York 14614

STAMP POST TREATED EFFLUENT FORCE MAIN
EASEMENT AGREEMENT

(PERMANENT EASEMENT NO. PE-14)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN EASEMENT AGREEMENT (this "Agreement") is effective as of July 19th, 2022 (the "Effective Date") and is made by and between GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, a New York public benefit corporation having an office at 99 MedTech Drive, Batavia, New York 14020 ("Grantee") and THOMAS GANG and JESSICA GANG, an individual having an address of 6486 Alleghany Road, Basom, New York ("Grantor"). Grantor and Grantee are sometimes individually referred to herein as a "Party" or collectively as, the "Parties".

RECITALS

A. Grantor is the owner of certain real property known as 6486 Alleghany Road, Alabama, New York (SBL No. 6.-1-33.1) ("Grantor's Premises").

B. Under and through a portion of Grantor's Premises, Grantee intends to construct, install and maintain a post treated effluent force main facility and related appurtenances (the "Facility") for the benefit of Grantee's project known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Project").

C. Grantor intends to grant unto Grantee and its successors and/or assigns, a temporary non-exclusive easement for activities related to the construction and installation of the Facility on and through Grantor's Premises and a permanent non-exclusive easement for access to and for the installation, maintenance, repair, replacement and operation of the Facility on and through Grantor's Premises for the benefit of Grantee's STAMP Project.

AGREEMENT

Therefore, Grantor and Grantee, for themselves, their successors and assigns, declare that Grantor's Premises is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements, hereinafter set forth:

1. Grantor hereby reserves unto Grantee, and Grantee's successors and/or assigns, a permanent, non-exclusive easement (the "Force Main Easement") on, through, over and under those portions of Grantor's Premises as described on the legal description and map attached hereto as Exhibit "A" (the "Permanent Easement Area") for access to and for the installation, maintenance, repair, replacement and operation of the Facility for the benefit of the Grantee and the STAMP Project. Grantee is also granted the non-exclusive right to install, maintain, repair, replace and operate, as necessary, pipes, mains, conduits, lines and related appurtenances, equipment, devices, facilities and improvements.

2. Grantor hereby reserves unto the Grantee, its agents, successors or assigns, a temporary right of way, easement and privilege (the "Temporary Easement") on, through, over and under Grantor's Lands (the "Temporary Easement Area"), to be used for activities related to the construction and installation of the Facility. This Temporary Easement shall automatically expire and be of no further force and effect upon the earlier of the final completion of the construction and installation of the Facility or October 31, 2023 (each being a, "Termination Event"). Upon the occurrence of a Termination Event, this Section of the Agreement shall automatically terminate.

3. Grantee shall install, operate, maintain, repair, alter and replace the Facility at Grantee's sole cost and expense. The Facility shall be and remain the property of Grantee, and Grantee's successors and assigns, forever. Notwithstanding, it shall not be the duty of Grantee or Grantee's successors and assigns to perform routine property maintenance of the Temporary Easement Area or Force Main Easement Area or maintain said areas in a fashion that would typically be performed by Grantor in the normal course of the upkeep of Grantor's Premises.

4. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right, as applicable, to enter upon the Temporary Easement Area and Force Main Easement Area by vehicle and on foot, and to utilize the same, whenever necessary, for the exercise of the rights and privileges herein granted; provided such access does not materially interfere with the use and enjoyment of Grantor's Premises, except temporarily while work is in progress.

5. Grantee shall use commercially reasonable efforts in the exercise of the rights granted under this Agreement to avoid interference with Grantor's use of Grantor's Premises. Grantee shall, at Grantee's sole cost and expense and in each instance following the exercise of the rights herein granted, repair any damage to the Temporary Easement Area or Force Main Easement Area caused by or arising out of the exercise of the rights granted under this Agreement.

6. Both Grantor and Grantee hereby represent and covenant to each other that each Party has the right to grant the easement rights herein granted.

7. This Agreement, the Temporary Easement and the Force Main Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, forever.

8. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement.

9. Except as set forth herein, this Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties or their successors and/or assigns and thereafter duly recorded in the Genesee County Clerk's Office.

10. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

11. This Agreement shall be construed in accordance with the laws of the State of New York. Each of the parties hereto hereby irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement with the intent that it be effective as of the Effective Date.

GRANTOR:



THOMAS GANG

GRANTOR:



JESSICA GANG

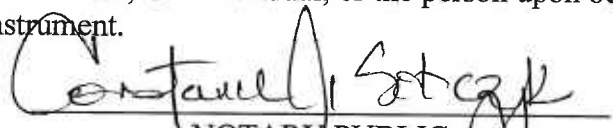
GRANTEE:

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A GENESEE
COUNTY ECONOMIC DEVELOPMENT
CENTER

By: _____
Name: _____
Its: _____

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


On the 19th day of July in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS GANG 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

CONSTANCE A. SOBCZYK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SO6188582
Qualified in Erie County
My Commission Expires June 09, 2024

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

On the 19th day of July in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared JESSICA GANG 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

CONSTANCE A. SOBCZYK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SO6188582
Qualified in Erie County
My Commission Expires June 09, 2024

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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

EXHIBIT "A"

**STAMP FORCE MAIN
PERMANENT EASEMENT NO. PE-14**

All that tract or parcel of land situate in the Town of Alabama, County of Genesee, State of New York and more particularly described as follows:

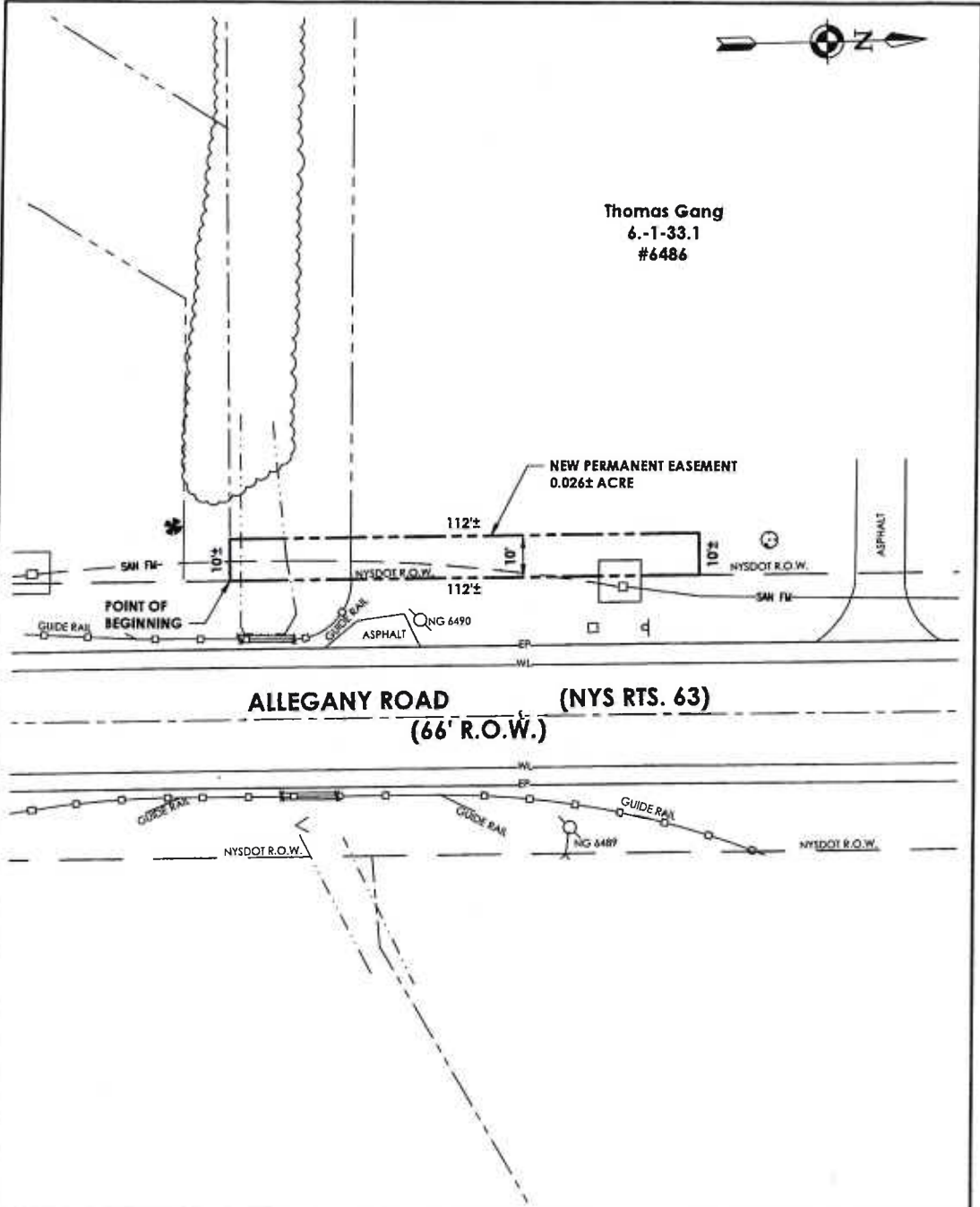
Beginning at the intersection of the westerly right-of-way line of Allegany Road (New York State Route 63) (66 feet wide right-of-way) and the southerly line of tax account number 6.-1-33.1; thence,

- 1) Westerly, along the southerly line of tax account number 6.-1-33.1, a distance of 10 feet, more or less, to a point 10 feet westerly of and parallel to the westerly right-of-way line of Allegany Road; thence,
- 2) Northerly, through the lands of tax account number 6.-1-33.1, along a line 10 feet westerly of and parallel to the westerly right-of-way line of Allegany Road, a distance of 112 feet, more or less, to a point 112 feet northerly of and parallel to the southerly line of tax account number 6.-1-33.1; thence,
- 3) Easterly, through the lands of tax account number 6.-1-33.1, along a line 112 feet northerly of and parallel to the southerly line of tax account number 6.-1-33.1, a distance of 10 feet, more or less, to the westerly right-of-way line of Allegany Road; thence,
- 4) Southerly, along the westerly right-of-way line of Allegany Road, a distance of 112 feet, more or less, to the southerly line of tax account number 6.-1-33.1 and the point of beginning.

Permanent Easement, as described above, contains approximately 0.026 acre of land.

Lands of the Owner are subjected to a Temporary Construction Easement, coincident with and adjoining the above described Permanent Easement.

All as shown on a map prepared by CPL, entitled "Permanent Easement PE-14", dated December 23, 2021.



Date last updated: 12/23/2021 11:44 AM
 Plotted by: Brian Anderson
 Date last occurred: 12/23/2021 11:37 AM

Drawing Name: J:\PROJECTS\CCDC\Stamp\Offsite Sewer\Design\Job Info\Easements\2021\PE-14.dwg
 X



334 ST. PAUL STREET, SUITE 500
 ROCHESTER, NEW YORK 14604
 TEL: (800) 274-9000
 FAX: (585) 232-8034

ARCHITECT & ENGINEERS REGISTERED

DATE:	12/23/2021
DRAWN:	KMS
CHECKED:	ZLA
SCALE:	1" = 30'
PROJ. #:	15981.00

PERMANENT EASEMENT PE-14
STAMP FORCE MAIN OFFSITE SEWER
 TOWN OF ALABAMA, GENESEE COUNTY, NEW YORK

STAMP POST TREATED EFFLUENT FORCE MAIN
EASEMENT AGREEMENT

(PERMANENT EASEMENT NO. PE-11)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN EASEMENT AGREEMENT (this "Agreement") is effective as of July 19th, 2022 (the "Effective Date") and is made by and between GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, a New York public benefit corporation having an office at 99 MedTech Drive, Batavia, New York 14020 ("Grantee") and WENDY HEIDEMAN, an individual having an address of 6526 Alleghany Road, Basom, New York 14013 ("Grantor"). Grantor and Grantee are sometimes individually referred to herein as a "Party" or collectively as, the "Parties".

RECITALS

A. Grantor is the owner of certain real property known as 6526 Alleghany Road, Alabama, New York (SBL No. 6.-1-38) ("Grantor's Premises").

B. Under and through a portion of Grantor's Premises, Grantee intends to construct, install and maintain a post treated effluent force main facility and related appurtenances (the "Facility") for the benefit of Grantee's project known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Project").

C. Grantor intends to grant unto Grantee and its successors and/or assigns, a temporary non-exclusive easement for activities related to the construction and installation of the Facility on and through Grantor's Premises and a permanent non-exclusive easement for access to and for the installation, maintenance, repair, replacement and operation of the Facility on and through Grantor's Premises for the benefit of Grantee's STAMP Project.

AGREEMENT

Therefore, Grantor and Grantee, for themselves, their successors and assigns, declare that Grantor's Premises is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements, hereinafter set forth:

1. Grantor hereby reserves unto Grantee, and Grantee's successors and/or assigns, a permanent, non-exclusive easement (the "Force Main Easement") on, through, over and under those portions of Grantor's Premises as described on the legal description and map attached hereto as Exhibit "A" (the "Permanent Easement Area") for access to and for the installation, maintenance, repair, replacement and operation of the Facility for the benefit of the Grantee and the STAMP Project. Grantee is also granted the non-exclusive right to install, maintain, repair, replace and operate, as necessary, pipes, mains, conduits, lines and related appurtenances, equipment, devices, facilities and improvements.

2. Grantor hereby reserves unto the Grantee, its agents, successors or assigns, a temporary right of way, easement and privilege (the "Temporary Easement") on, through, over and under Grantor's Lands (the "Temporary Easement Area"), to be used for activities related to the construction and installation of the Facility. This Temporary Easement shall automatically expire and be of no further force and effect upon the earlier of the final completion of the construction and installation of the Facility or October 31, 2023 (each being a, "Termination Event"). Upon the occurrence of a Termination Event, this Section of the Agreement shall automatically terminate.

3. Grantee shall install, operate, maintain, repair, alter and replace the Facility at Grantee's sole cost and expense. The Facility shall be and remain the property of Grantee, and Grantee's successors and assigns, forever. Notwithstanding, it shall not be the duty of Grantee or Grantee's successors and assigns to perform routine property maintenance of the Temporary Easement Area or Force Main Easement Area or maintain said areas in a fashion that would typically be performed by Grantor in the normal course of the upkeep of Grantor's Premises.

4. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right, as applicable, to enter upon the Temporary Easement Area and Force Main Easement Area by vehicle and on foot, and to utilize the same, whenever necessary, for the exercise of the rights and privileges herein granted; provided such access does not materially interfere with the use and enjoyment of Grantor's Premises, except temporarily while work is in progress.

5. Grantee shall use commercially reasonable efforts in the exercise of the rights granted under this Agreement to avoid interference with Grantor's use of Grantor's Premises. Grantee shall, at Grantee's sole cost and expense and in each instance following the exercise of the rights herein granted, repair any damage to the Temporary Easement Area or Force Main Easement Area caused by or arising out of the exercise of the rights granted under this Agreement.

6. Both Grantor and Grantee hereby represent and covenant to each other that each Party has the right to grant the easement rights herein granted.

7. This Agreement, the Temporary Easement and the Force Main Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, forever.

8. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement.

9. Except as set forth herein, this Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties or their successors and/or assigns and thereafter duly recorded in the Genesee County Clerk's Office.

10. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

11. This Agreement shall be construed in accordance with the laws of the State of New York. Each of the parties hereto hereby irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement with the intent that it be effective as of the Effective Date.

GRANTOR:

Wendy Heideman
WENDY HEIDEMAN

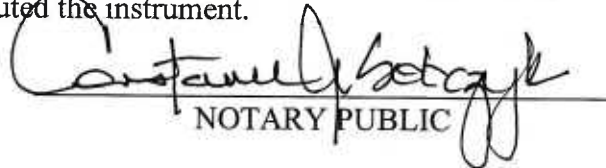
GRANTEE:

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A GENESEE
COUNTY ECONOMIC DEVELOPMENT
CENTER

By: _____
Name: _____
Its: _____

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

On the 19th day of July in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared WENDY HEIDEMAN 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

CONSTANCE A. SOBCZYK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SO6188582
Qualified in Erie County
My Commission Expires June 09, 2024

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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

EXHIBIT "A"

**STAMP FORCE MAIN
PERMANENT EASEMENT NO. PE-11**

All that tract or parcel of land situate in the Town of Alabama, County of Genesee, State of New York and more particularly described as follows:

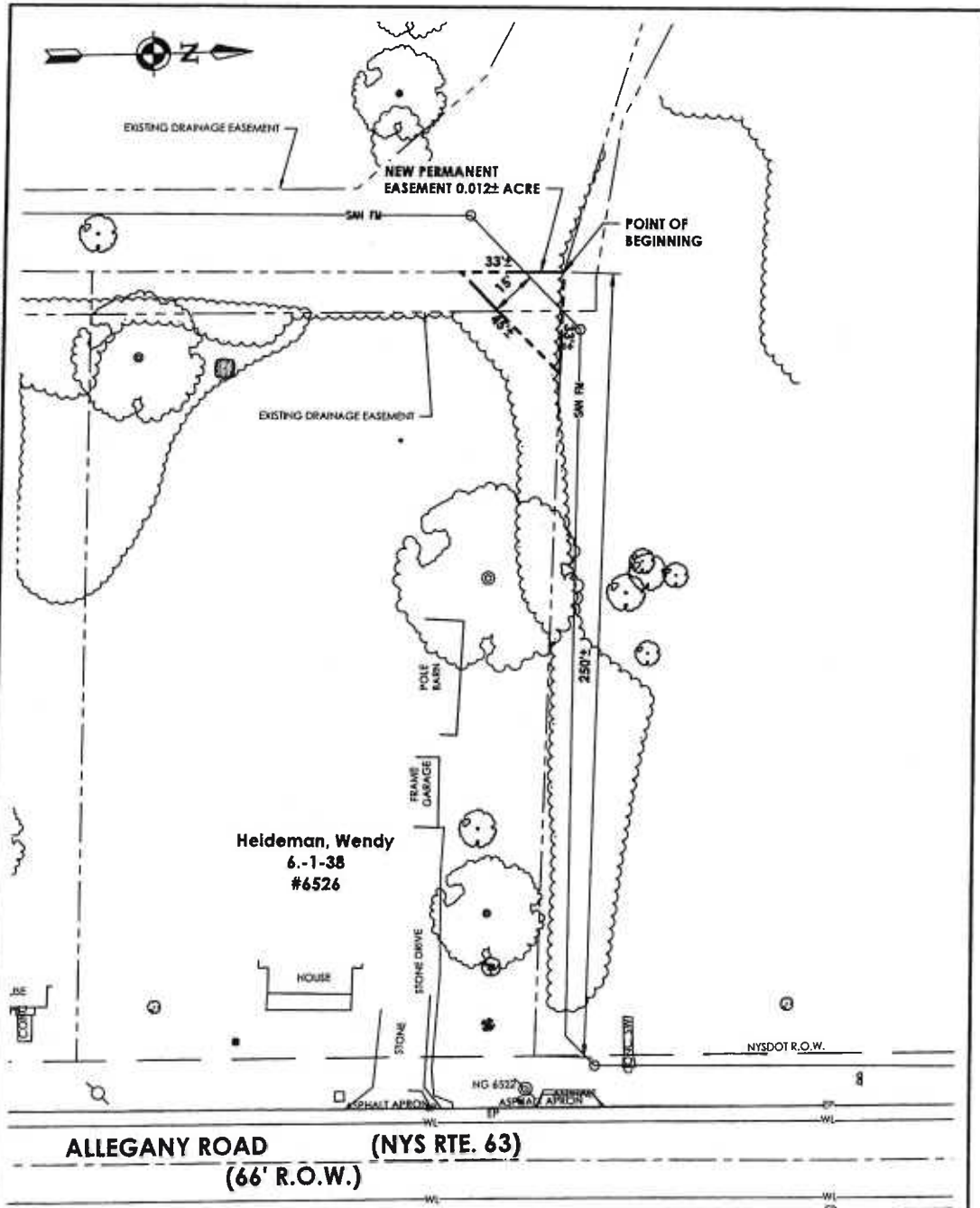
Beginning at a point, 250 feet, more or less, westerly of the westerly right-of-way line of Allegany Road (New York State Route 63) (66 feet wide right-of-way), on the northerly line of tax account number 6.-1-38. Said point being the northwesterly corner of tax account number 6.-1-38; thence,

- 1) Easterly along the northerly line of tax account number 6.-1-38, a distance of 33 feet, more or less, to a point 15 feet southeasterly of and parallel to the installed sanitary sewer force main; thence,
- 2) Southwesterly, through the lands of tax account number 6.-1-38, along a line 15 feet southeasterly of and parallel to the installed sanitary sewer force main, a distance of 45 feet, more or less, to the westerly line of tax account number 6.-1-38; thence,
- 3) Northerly, along the westerly line of tax account number 6.-1-38, a distance of 33 feet, more or less, to the point of beginning.


Permanent Easement, as described above, contains approximately 0.012 acre of land.

Lands of the Owner are subjected to a Temporary Construction Easement, coincident with and adjoining the above described Permanent Easement.

All as shown on a map prepared by CPL, entitled "Permanent Easement PE-11", dated December 23, 2021.



Drawing Name: J:\PROJECTS\GCEDC\STAMP Office Server\0 Design\Job Info\Easements\2021\VF-1.dwg
 Date last saved: 12/28/2021 11:15:56A
 Date last printed: 1/10/2022 11:45:44A
 Plotted By: Zach Arnesen

 <p>204 ST. PAUL STREET, SUITE 300 ROCHESTER, NEW YORK 14604 TEL (800) 374-9000 FAX (585) 232-5036</p> <p>C.F. Heath & Co. Inc. REGISTERED DESIGNER</p>	DATE: 12/23/2021	<p>PERMANENT EASEMENT PE-11</p> <p>STAMP FORCE MAIN OFFSITE SEWER</p> <p>TOWN OF ALABAMA, GENESEE COUNTY, NEW YORK</p>
	DRAWN: KMS	
	CHECKED: ZLA	
	SCALE: 1" = 40'	
	PROJ. #: 15981.00	

6.1

STAMP POST TREATED EFFLUENT FORCE MAIN
EASEMENT AGREEMENT

(PERMANENT EASEMENT NO. PE-12)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN EASEMENT AGREEMENT (this "Agreement") is effective as of _____, 2022 (the "Effective Date") and is made by and between GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, a New York public benefit corporation having an office at 99 MedTech Drive, Batavia, New York 14020 ("Grantee") and RICHARD E. JOHNSON, an individual having an address of 116 Vine Street, Batavia, New York 14020 ("Grantor"). Grantor and Grantee are sometimes individually referred to herein as a "Party" or collectively as, the "Parties".

RECITALS

A. Grantor is the owner of certain real property known as Alleghany Road, Alabama, New York (SBL No. 6.-1-37.1) ("Grantor's Premises").

B. Under and through a portion of Grantor's Premises, Grantee intends to construct, install and maintain a post treated effluent force main facility and related appurtenances (the "Facility") for the benefit of Grantee's project known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Project").

C. Grantor intends to grant unto Grantee and its successors and/or assigns, a temporary non-exclusive easement for activities related to the construction and installation of the Facility on and through Grantor's Premises and a permanent non-exclusive easement for access to and for the installation, maintenance, repair, replacement and operation of the Facility on and through Grantor's Premises for the benefit of Grantee's STAMP Project.

AGREEMENT

Therefore, Grantor and Grantee, for themselves, their successors and assigns, declare that Grantor's Premises is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements, hereinafter set forth:

1. Grantor hereby reserves unto Grantee, and Grantee's successors and/or assigns, a permanent, non-exclusive easement (the "Force Main Easement") on, through, over and under those portions of Grantor's Premises as described on the legal description and map attached hereto as Exhibit "A" (the "Permanent Easement Area") for access to and for the installation, maintenance, repair, replacement and operation of the Facility for the benefit of the Grantee and the STAMP Project. Grantee is also granted the non-exclusive right to install, maintain, repair, replace and operate, as necessary, pipes, mains, conduits, lines and related appurtenances, equipment, devices, facilities and improvements.

2. Grantor hereby reserves unto the Grantee, its agents, successors or assigns, a temporary right of way, easement and privilege (the "Temporary Easement") on, through, over and under Grantor's Lands (the "Temporary Easement Area"), to be used for activities related to the construction and installation of the Facility. This Temporary Easement shall automatically expire and be of no further force and effect upon the earlier of the final completion of the construction and installation of the Facility or October 31, 2023 (each being a, "Termination Event"). Upon the occurrence of a Termination Event, this Section of the Agreement shall automatically terminate.

3. Grantee shall install, operate, maintain, repair, alter and replace the Facility at Grantee's sole cost and expense. The Facility shall be and remain the property of Grantee, and Grantee's successors and assigns, forever. Notwithstanding, it shall not be the duty of Grantee or Grantee's successors and assigns to perform routine property maintenance of the Temporary Easement Area or Force Main Easement Area or maintain said areas in a fashion that would typically be performed by Grantor in the normal course of the upkeep of Grantor's Premises.

4. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right, as applicable, to enter upon the Temporary Easement Area and Force Main Easement Area by vehicle and on foot, and to utilize the same, whenever necessary, for the exercise of the rights and privileges herein granted; provided such access does not materially interfere with the use and enjoyment of Grantor's Premises, except temporarily while work is in progress.

5. Grantee shall use commercially reasonable efforts in the exercise of the rights granted under this Agreement to avoid interference with Grantor's use of Grantor's Premises. Grantee shall, at Grantee's sole cost and expense and in each instance following the exercise of the rights herein granted, repair any damage to the Temporary Easement Area or Force Main Easement Area caused by or arising out of the exercise of the rights granted under this Agreement.

6. Both Grantor and Grantee hereby represent and covenant to each other that each Party has the right to grant the easement rights herein granted.

7. This Agreement, the Temporary Easement and the Force Main Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, forever.

8. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement.

9. Except as set forth herein, this Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties or their successors and/or assigns and thereafter duly recorded in the Genesee County Clerk's Office.

10. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

11. This Agreement shall be construed in accordance with the laws of the State of New York. Each of the parties hereto hereby irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement with the intent that it be effective as of the Effective Date.

GRANTOR:

RICHARD E. JOHNSON

GRANTEE:

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A GENESEE
COUNTY ECONOMIC DEVELOPMENT
CENTER

By: _____
Name: _____
Its: _____

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD E. JOHNSON 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

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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

EXHIBIT "A"

**STAMP FORCE MAIN
PERMANENT EASEMENT NO. PE-12**

All that tract or parcel of land situate in the Town of Alabama, County of Genesee, State of New York and more particularly described as follows:

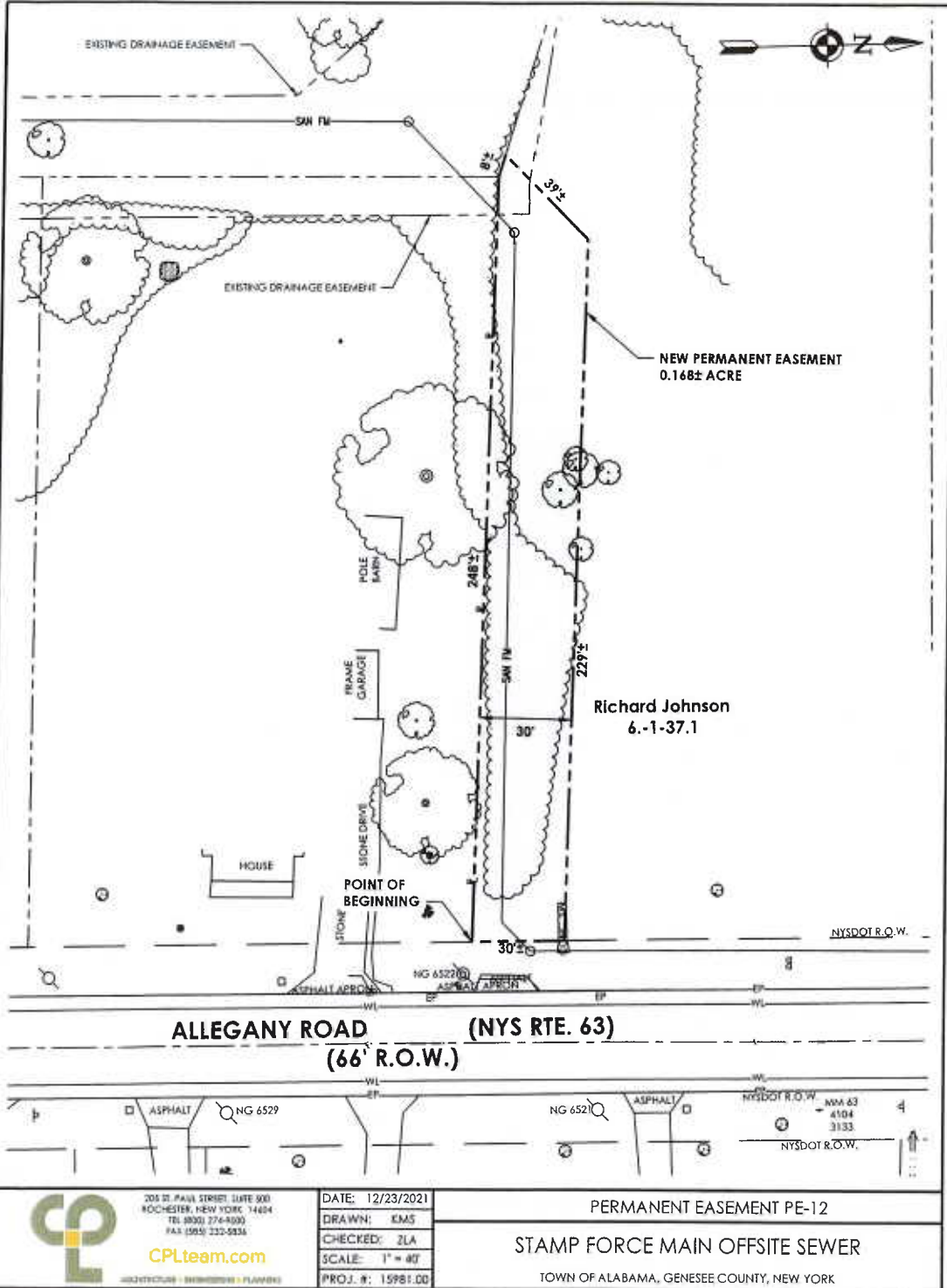
Beginning at the intersection of the westerly right-of-way line of Allegany Road (New York State Route 63) (66 feet wide right-of-way) and a southerly line of tax account number 6.-1-37.1; thence,

- 1) Westerly, along a southerly line of tax account number 6.-1-37.1, a distance of 248 feet, more or less, to a westerly line of tax account number 6.-1-37.1; thence,
- 2) Northwesternly, along a southerly line of tax account number 6.-1-37.1, a distance of 8 feet, more or less, to a point 15 feet northwesterly of and parallel to the installed sanitary sewer force main; thence,
- 3) Northeastly, through the lands of tax account number 6.-1-37.1, along a line 15 feet northwesterly of and parallel to the installed sanitary sewer force main, a distance of 39 feet, more or less, to a point 30 feet northerly of and parallel to the southerly line of tax account number 6.-1-37.1; thence,
- 4) Easterly, through the lands of tax account number 6.-1-37.1 along a line 30 feet northerly of and parallel to the southerly line of tax account number 6.-1-37.1, a distance of 229 feet, more or less, to the westerly right-of-way line of Allegany Road; thence,
- 5) Southerly, along the westerly right-of-way line of Allegany Road, a distance of 30 feet, more or less, to the southerly line of tax account number 6.-1-37.1 and the point of beginning.

Permanent Easement, as described above, contains approximately 0.168 acre of land.

Lands of the Owner are subjected to a Temporary Construction Easement, coincident with and adjoining the above described Permanent Easement.

All as shown on a map prepared by CPL, entitled "Permanent Easement PE-12", dated December 23, 2021.



Drawing Name: \\PROJECTS\CCEDC\Stamp Office Server\0 Design\Job Info\Easement\2021\PE-12.dwg
 Date last accessed: 12/23/2021 11:20 AM
 Date last plot/print: 12/23/2021 11:41 AM
 Plotted by: Zach Anderson

X


 205 ST. PAUL STREET SUITE 500
 ROCHESTER, NEW YORK 14604
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CPLteam.com
 ARCHITECTURE • ENGINEERING • PLANNING

DATE: 12/23/2021
 DRAWN: EMS
 CHECKED: ZLA
 SCALE: 1" = 40'
 PROJ. #: 15981.00

PERMANENT EASEMENT PE-12
STAMP FORCE MAIN OFFSITE SEWER
 TOWN OF ALABAMA, GENESEE COUNTY, NEW YORK

6.1

96

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER TO
AMEND A NEGATIVE DECLARATION PURSUANT TO THE STATE
ENVIRONMENTAL QUALITY REVIEW ACT CONCERNING CERTAIN PROPOSED
INFRASTRUCTURE IMPROVEMENTS TO THE WESTERN NEW YORK SCIENCE &
TECHNOLOGY ADVANCED MANUFACTURING PARK

Project Name: Infrastructure Improvements to the Western New York Science & Technology Advanced Manufacturing Park
Location: Town of Alabama, Genesee County, NY; Town of Shelby, Orleans County, NY (see location map attached to EAF, (“**Site**”))

WHEREAS, the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center (“**GCEDC**” or “**Agency**”), in conjunction with the Genesee Gateway Local Development Corporation (“**GGLDC**”), the non-profit real estate affiliate of the GCEDC have been working for more than a decade on the development of the Western New York Science & Technology Advanced Manufacturing Park (“**STAMP**” or the “**Project**”), an advanced manufacturing technology campus on approximately 1,262 acres located on the west side of New York State Route 63/77, approximately five miles north of the I-90/New York State Thruway (“**STAMP Site**”) in the Town of Alabama, New York (“**Town**”), and

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the Laws of 1969 of New York, constituting Title 1 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-e 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, renovating, improving, maintaining, equipping and furnishing of 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, in 2010, the Agency, acting as Lead Agency conducting a coordinated environmental review, commenced preparation of a generic environmental impact statement for STAMP consisting of the Draft Generic Environmental Impact Statement (“**DGEIS**”) accepted by the Agency on April 14, 2011 and the Final Generic Environmental Impact Statement (“**FGEIS**”) accepted by the Agency on January 19, 2012

WHEREAS, the GCEDC, as lead agency, issued a written Findings Statement (“**2012 GCEDC Findings**”) on March 12, 2012 approving the Project and committing to undertake it (collectively, the DGEIS, the FGEIS and the 2012 GCEDC Findings are referred to as the “**STAMP GEIS**”); and

WHEREAS, the purposes of the STAMP GEIS were to identify and evaluate the potential significant adverse environmental impacts of STAMP, compare the reasonable alternatives, and, where applicable, to identify reasonable mitigation measures to reduce the effect of those impacts to the maximum extent practicable, while weighing the substantial potential social and economic benefits of STAMP; and

WHEREAS, the STAMP GEIS analyzed the impacts from full build out of STAMP consisting of the rezoning the entire STAMP Site from agricultural/residential use to industrial/advanced manufacturing use, and with constructing and operating 6,130,000 square feet of advanced technology manufacturing uses at full build-out, providing direct employment for over 9,000 people and certified that, consistent with social, economic and other essential considerations from among reasonable alternatives evaluated, STAMP avoided or minimized adverse environmental impacts to the maximum extent practicable; and

WHEREAS, the Agency prepared a smart growth impact statement (“**SGIS**”) pursuant to the State Smart Growth Public Infrastructure Policy Act separately from the GEIS in February, 2012; and

WHEREAS, in 2016, a number of changes were made to the Project including changes to the STAMP master plan including an expansion of the footprint of STAMP, demolition of additional houses along Crosby Road, construction of a new municipal water system to serve the residents of the Town of Alabama, and construction of a new sewer force main to discharge wastewater from STAMP to the Village of Medina wastewater treatment plant (“**Medina Force Main**”), twelve miles north of the STAMP Site, as well as the reroute of on-Site powerlines to the western edge of the STAMP Site (“**Powerline Reroute**” and together with the Medina Force Main, the “**2016 Project Modifications**”); and

WHEREAS, the 2016 Project Modifications necessitated further environmental review and such review was undertaken by the Agency to determine whether the 2016

Project Modifications would result in any significant adverse environmental impacts not previously addressed in the FGEIS; and

WHEREAS, in July of 2016 the Agency adopted an Amended Findings Statement to the FGEIS ("**2016 Amended Findings**") approving the 2016 Project Modifications in accordance with the requirements of the GEIS and SEQR; and

WHEREAS in August of 2019, the Agency again considered certain infrastructure modifications to the Project and the Agency circulated a notice of intent to re-establish itself as lead agency pursuant to SEQR; and

WHEREAS, the Project modifications reviewed in 2019 and 2020 included all actions necessary to undertake the following:

- a) Construction of a wastewater treatment facility ("**WWTF**") on the STAMP Site within the utility infrastructure area to treat the sanitary wastewater generated by STAMP's manufacturing and other tenants. The WWTF will not treat the manufacturing tenants' process wastewater, rather, the tenants will treat their own process wastewaters directly before discharging to the main pump station wet well. The main pump station will then pump the combined flows through a proposed force main ("**Force Main**") to a new discharge point to be located on Oak Orchard Creek in the Town of Shelby, Orleans County, New York. While the design of the WWTF was updated, the GEIS included an analysis of the impacts for a previous design of a WWTF on the STAMP Site.
- b) Construction of the Force Main which involves the installation of approximately 44,750 linear feet of sanitary force main, metering vaults, and maintenance manholes along the same route as the previously analyzed Medina Force Main. The vast majority of installation of sewer related infrastructure will be along public roads via a combination of open cut method and directional drill methods. The Force Main will convey up to six (6) million gallons per day ("**MGD**") of treated wastewater from the STAMP Site to a new discharge in Oak Orchard Creek. In connection with the Agency's review of the prior WWTF design, the construction of a force main was also considered and analyzed in the STAMP Environmental Record.
- c) A new water main ("**Water Main**") of approximately 23,000 linear feet to be installed along the Lewiston Road right of way between the Genesee County line with Niagara County and the STAMP Site. The new water main will bring up to six (6) MGD of water from the

Niagara County Water District (“NCWD”) to the STAMP Site. The layout of the water main system has been extended, however, the STAMP Environmental Record includes an analysis of the impacts for the construction of the previously constructed municipal water system to serve the residents of the Town of Alabama as well the general plan to provide greater water service to the STAMP Site.

- d) The development of an approximate 20 acre parcel located immediately north of STAMP for the siting of a new substation to service the STAMP Site (“**Substation**”). The landlocked parcel lies between the STAMP Site and a utility corridor which houses the Empire Pipeline and a 345 KV Power Line which will ultimately supply power to STAMP tenants. This parcel is located to the west of the intersection of Lewiston Road (NYS Route 77) and Crosby Road in the Town of Alabama and is bounded by the Empire Pipeline/345 KV Power Line utility corridor to the north, hedgerows to the east and south, and woods and brush to the west. The STAMP Environmental Record includes an analysis of the impacts of minor expansions of the STAMP Site as well as the impacts for the demand for energy for the Project, and potential infrastructure improvements relating to the same.

WHEREAS, in August of 2020, the Agency adopted an Amended Findings Statement to the FGEIS (“**2020 Amended Findings**”) approving the 2020 Project Modifications in accordance with the requirements of the GEIS and SEQR; and

WHEREAS, the 2020 Amended Findings included, among other things, amendments to the water, sewer, and electrical thresholds set forth in the GEIS; and

WHEREAS, in February of 2021, the Agency adopted a SEQR determination (“**2021 SEQR Determination**”) that the proposed use of a portion of the STAMP Site for a hydro-powered electrolysis hydrogen production facility (“**Project Gateway**”) would be carried out in conformance with the conditions and thresholds set forth in the STAMP GEIS, as amended; and

WHEREAS, in June of 2021 the Tonawanda Seneca Nation (“Nation”) commenced a lawsuit against the Agency with respect to the Agency’s 2021 SEQR Determination that was ultimately dismissed by the Genesee County Supreme Court (“**Gateway Litigation**”); and

WHEREAS, the Nation and Agency entered into a Stipulation of Settlement (“**Plug Power Settlement Agreement**”) which provided, among other things, that the

Powerline Reroute would be located within a future easement to National Grid located within the Restricted Protected Property Area set forth therein; and

WHEREAS, GCEDC has signed on to a 2018 Programmatic Agreement ("**Programmatic Agreement**") between the United States Army Corps of Engineers ("**USACE**") and the New York State Office of Parks, Recreation and Historic Preservation State Historic Preservation Office ("**SHPO**"), SHPO, the New York State Department of Environmental Conservation ("**NYSDEC**") as an Invited Signatory; and

WHEREAS, the Nation was invited to sign the Programmatic Agreement as an Invited Signatory but has declined to do so; and

WHEREAS, the Programmatic Agreement governs USACE's compliance with Section 106 of the National Historic Preservation Act and, at the request of the Nation, sets forth that the Nation shall undertake an investigation of the Nation's Territory as a Traditional Cultural Property ("**TCP**") to evaluate the eligibility of the Nation's Territory for listing on the National Register as a property of religious and cultural significance and to guide evaluation of potential adverse effects to the Nation's Territory as a TCP; and

WHEREAS, to date, the Nation has declined to share any results from the TCP investigation with the USACE, SHPO, NYSDEC, GCEDC, or any other party to the Programmatic Agreement other than such information as was disclosed by the Nation's members in certain affidavits submitted in connection with the Gateway Litigation; and

WHEREAS, the Programmatic Agreement also details the extensive archaeological investigation undertaken for the STAMP Site, including a detailed and comprehensive plan for those areas of the STAMP Site requiring further investigation; and

WHEREAS, because the Programmatic Agreement's provisions governing the evaluation of potential impacts to the Nation as a TCP only apply to those STAMP-related projects which are subject to USACE permitting authority, NYSDEC, SHPO, and GCEDC have entered into a 2021 Letter of Resolution ("**LOR**") which governs how SHPO and NYSDEC consider impacts of the Project on the Nation's Territory as a TCP; and

WHEREAS, the LOR requires the Agency to prepare an initial assessment of each project at STAMP that requires any permitting from NYSDEC for potential impacts to the Tonawanda Seneca Nation's ("**Nation**") Territory as a potential property of religious and cultural significance based on the National Register Criteria for eligibility; and

WHEREAS, the LOR further provides that such initial assessment is provided to the Nation for a 30 day review and comment period, after which NYSDEC and SHPO must then make a determination of whether there are adverse impacts to the Nation's Territory as a potential property of religious and cultural significance based on the National Register Criteria for eligibility from the undertaking described in such initial assessment; and

WHEREAS, notwithstanding the fact that the Nation has declined to share any results from the TCP investigation other than such information as was disclosed during the Gateway Litigation, for the purpose of analyzing impacts on the Nation as a TCP in accordance with SEQR, the Agency assumes that the Nation's Territory would be eligible for the National Register; and

WHEREAS, the Agency provides the Nation with weekly written email updates on the status of development at STAMP and participates in monthly calls with the Nation and NYSDEC to help keep the Nation fully informed on development of the STAMP Site; and

WHEREAS, NYSDEC, as required by the LOR and its consultation obligations, has undertaken extensive outreach and consultation to the Nation and does so for each permit issued by NYSDEC; and

WHEREAS, together, the GEIS, the 2012 GCEDC Findings, the SGIS, the 2016 Amended Findings, the 2020 Amended Findings, and the 2021 SEQR Determination constitute the prior environmental reviews for STAMP (collectively, these documents are referred to as the "**STAMP Environmental Record**"); and

WHEREAS, since the issuance of the 2020 Amended Findings, the Agency has completed significant additional environmental analysis with respect to portions of the 2016 Project Modifications and 2020 Project Modifications in conjunction with the permitting processes for the same; and

WHEREAS, in comment letters received by the Agency, the Nation has called upon the Agency to prepare a supplemental GEIS and NYSDEC has suggested that a supplemental GEIS may need to be prepared; and

WHEREAS, the Agency has elected to undertake an updated review of the WWTF, Force Main, Substation, and Powerline Reroute ("**Project Infrastructure**") with respect to this additional environmental analysis to determine if a supplemental GEIS is warranted under the circumstances (the "**2022 SEQR Update**"); and

WHEREAS, in connection with the 2022 SEQR Update, in June of 2022, the Agency circulated a notice of intent to re-establish itself as lead agency pursuant to SEQR for purposes of undertaking the 2022 SEQR Update; and

WHEREAS, all involved agencies consented, or did not respond and were deemed to have consented, to the Agency acting as lead agency and thus, the Agency has properly been established as the lead agency for purposes of these infrastructure improvements; and

WHEREAS, pursuant to the STAMP GEIS, final designs for less-defined Project components, as well as any proposed changes to the more well-defined elements (defined in the STAMP GEIS as "Future Project Use(s)"), may require further evaluation pursuant to SEQR; and

WHEREAS, the STAMP GEIS further provides that GCEDC, as lead agency, will be responsible for performing an environmental determination on Future Project Uses pursuant to SEQRA, and will consider Future Project Uses proposals in relation to the STAMP GEIS, as amended; and

WHEREAS, the STAMP GEIS further provides that the GCEDC must determine if the environmental impacts associated with Future Project Uses have been adequately addressed in the STAMP GEIS DGEIS, taking into account whether the Future Project Uses exceed any of the thresholds set forth in the STAMP GEIS and

WHEREAS the STAMP GEIS further provides that in the event that GCEDC determines that: (i) Future Project Uses would be carried out in conformance with the conditions and thresholds set forth in the STAMP GEIS, then no further SEQRA compliance will be required; (ii) Future Project Uses would be carried out in conformance with the conditions and thresholds set forth in the STAMP GEIS, but are not addressed or are not adequately addressed in the STAMP GEIS, then an amended Findings Statement will be prepared; (iii) the Future Project Uses are not addressed or are not adequately addressed in the STAMP GEIS, but the proposal does not exceed any of the conditions or thresholds set forth in the STAMP GEIS, or the proposal does exceed a threshold set forth in the STAMP GEIS, but would not result in any potential significant adverse environmental impacts, then a Negative Declaration will be prepared pursuant to 6 N.Y.C.R.R. § 617.10(d)(3); or (iv) the Future Project Uses are not addressed or are not adequately addressed in the STAMP GEIS, and/or the proposed use would exceed the conditions or thresholds set forth in the STAMP GEIS, and may have one or more potential significant adverse environmental impacts, then a supplement to the STAMP GEIS will be prepared; and

WHEREAS, on June 30, 2022, the Agency provided to the Nation a draft SEQR determination for the 2022 SEQR Update for the Nation's review and comment; and

WHEREAS, at the Nation's request, on July 7, 2022, the Agency elected to table a vote on the SEQR determination to afford the Nation more time to comment on the draft SEQR determination; and

WHEREAS, on July 21, 2022, upon the Agency's review of the Environmental Information and investigations of the potential environmental impacts associated with the Project Infrastructure, considering both the magnitude and importance of each potential environmental impact indicated, and upon the Agency's knowledge of the STAMP Site and surrounding area and such further investigations of the Project Infrastructure and its environmental effects as the Agency has deemed appropriate, the Agency determined that, while the Project Infrastructure was not addressed or not adequately addressed in the STAMP GEIS, and the Project Infrastructure exceeds thresholds set forth in the STAMP GEIS, the Environmental Information demonstrates that the Project Infrastructure will not result in any potential significant adverse environmental impacts, and, pursuant to the STAMP GEIS, a Negative Declaration was issued pursuant to 6 N.Y.C.R.R. § 617.10(d)(3) ("**2022 Negative Declaration**"); and

WHEREAS, on July 22, 2022, the Agency provided a copy of the 2022 Negative Declaration to the Nation, as well as all Interested and Involved Agencies;

WHEREAS, on July 22, 2022, the Nation informed the Agency that the Nation had provided correspondence on the 2022 Negative Declaration via email to an Agency Board Member who was travelling and not present during the July 21, 2022, Agency meeting; and

WHEREAS, the Agency has also been provided with copies of correspondence relative to the Project Infrastructure sent from the Nation to NYSDEC; and

WHEREAS, pursuant to 6 N.Y.C.R.R. § 617.7(e)(1) at any time prior to its decision to undertake, fund or approve an action, a lead agency, at its discretion, may amend a negative declaration when new information is discovered and the lead agency determines that no significant adverse environmental impacts will occur; and

WHEREAS, the Agency and the STAMP Technical Team ("**STAMP Tech Team**") have carefully evaluated the new information provided by the Nation and determined, that in the interest of having a full and complete record, it is appropriate to amend the 2022 Negative Declaration to include the Nation's substantive comments, to provide further clarification, and to document the Agency's hard look at the issues raised by the Nation; and

WHEREAS, to aid the Agency in evaluating what actions are required relative to the Project Infrastructure and all of the additional environmental analysis regarding

same work to comply with SEQRA pursuant to the STAMP GEIS, the Agency has completed, received and/or reviewed:

- (1) the STAMP Environmental Record;
- (2) Part 1 of a Full Environmental Assessment Form for the WWTF, Force Main, Substation, and Powerline Reroute ("**EAF**");
- (3) a Settlement Agreement between the Tonawanda Seneca Nation and the Agency ("**Plug Power Settlement Agreement**");
- (4) a revised Joint Permit Application and draft Pre-Construction Notification for Offsite Wastewater prepared by CC Environment & Planning and revised in February 2021 ("**Wastewater PCN**");
- (5) a Letter of Resolution between New York State Department of Environmental Conservation, the New York State Office of Parks, Recreation and Historic Preservation, and Genesee County Economic Development Center regarding STAMP executed by the parties in March 2022 ("**Letter of Resolution**");
- (6) an Enhanced Public Participation Plan dated July 2021 ("**EPPP**");
- (7) minutes from a meeting between the Nation, NYSDEC and Agency leadership on September 9, 2021 ("**EPPP Leadership Meeting Minutes**");
- (8) a transcript from an EPPP public informational meeting ("**EPPP Transcript**");
- (9) a final summary report and certification completed by the Agency ("**EPPP Certification**");
- (10) a STAMP Onsite Wastewater Treatment Facility Basis of Design Report ("**WWTF BODR**") prepared by CPL dated January 2022;
- (11) an updated STAMP Force Main, Main Pump Station Basis of Design Report ("**Force Main BODR**") prepared by CPL dated April 2022;
- (12) a revised Cultural Resource Screening and Initial Assessment for the WWTF dated October 2021 ("**WWTF IA**");
- (13) a Letter from the Nation commenting on the WWTF IA ("**Nation WWTF IA Letter**");
- (14) a Response to the Nation WWTF IA Letter from the Agency ("**GCEDC WWTF IA Response Letter**");
- (15) a comment letter from NYSDEC on the WWTF IA ("**NYSDEC WWTF IA Letter**");
- (16) a letter from the Office of Parks, Recreation and Historic Preservation's Division of Historic Preservation regarding the WWTF ("**WWTF SHPO Letter**");
- (17) a letter from the Agency in response to the WWTF SHPO Letter ("**GCEDC SHPO Response Letter**");
- (18) a Cultural Resource Screening and Initial Assessment for the Powerline Reroute ("**Powerline IA**")
- (19) a Letter from the Nation commenting on the Powerline IA ("**Nation Powerline IA Letter**")
- (20) a Response to the Nation Powerline IA Letter from the Agency ("**GCEDC Powerline IA Response Letter**")

- (21) a Cultural Resource Screening and Initial Assessment for the Substation ("**Substation IA**")
- (22) a Letter from the Nation commenting on the Substation IA ("**Nation Substation IA Letter**")
- (23) a revised State Pollutant Discharge Permit Application dated March 5, 2021 ("**WWTF SPDES Permit Application**");
- (24) an Application for Permit Transfer and Application for Transfer of Pending Application form dated January 21, 2021 ("**Permit Application Transfer Form**");
- (25) a Notice of Complete Application from NYSDEC dated July 30, 2021 ("**Complete Application Notice**");
- (26) a letter from the Nation to Kimberly Merchant, NYSDEC regarding phosphorus discharge from the SPDES permit dated October 22, 2021 ("**Nation Phosphorus Letter**");
- (27) a joint letter from Jeff Smith, Supervisor of the Town of Shelby, and Michael Sidari, Mayor of the Village of Medina concerning the WWTF SPDES Permit Application dated September 2, 2021 ("**Shelby/Medina Joint SPDES Letter**");
- (28) a letter from the Agency responding to the Shelby/Medina Joint SPDES Letter dated September 17, 2021 ("**GCEDC Shelby/Medina Response Letter**");
- (29) a letter from NYSDEC allowing the Nation's additional time to comment on the WWTF SPDES Permit Application dated December 23, 2021 ("**NYSDEC Comment Extension Letter**");
- (30) a letter from Joshua Kogan, Acting Chief of the United States Environmental Protection Agency Region 2 NPDES Section, to Kimberly Merchant, NYSDEC concerning the WWTF dated January 11, 2022 ("**USEPA WWTF Letter**");
- (31) a letter from the Nation to NYSDEC opposing the WWTF SPDES Permit Application dated January 13, 2022 ("**Nation SPDES Letter**");
- (32) a memorandum prepared by CPL analyzing the technical feasibility of treating wastewater prior to discharge to meet the mercury limit proposal of the WWTF ("**Mercury Memo**");
- (33) a STAMP Discharge Analysis to Oak Orchard Creek prepared by JM Davidson Engineering dated May 22, 2020 ("**Hydraulics Report**");
- (34) Maps prepared by NYSDEC relative to the status of occupied habitat on the STAMP Site ("**NYSDEC Preliminary Maps**");
- (35) a STAMP Mussel Survey of Oak Orchard Creek prepared in October 2020 ("**Mussel Survey**");
- (36) a letter from the Agency to NYSDEC requesting clearance under Part 182 for minor infrastructure at STAMP ("**Part 182 Clearance Request for Minor Infrastructure**");
- (37) a letter from NYSDEC in response to the Part 182 Clearance Request for Minor Infrastructure ("**NYSDEC Part 182 Response on Minor Infrastructure**");
- (38) a letter from the Agency to NYSDEC requesting clearance under Part 182 for electrical infrastructure at STAMP ("**Part 182 Clearance Request for Electrical Infrastructure**");

- (39) a letter from NYSDEC in response to the Part 182 Clearance Request for Electrical Infrastructure (“**NYSDEC Part 182 Response on Electrical Infrastructure**”);
- (40) a letter from the Agency to NYSDEC in response to the NYSDE Part 182 Response on Electrical Infrastructure (“**GCEDC Part 182 Response on Electrical Infrastructure**”);
- (41) an Incidental Take Permit Application submitted to NYSDEC (together with all studies undertaken to date, the “**Take Permit Application**”);
- (42) a supplement to the Take Permit Application;
- (43) a letter from O’Connell Electric Company, Inc. in response to public comments with respect to the Substation (“**Substation Letter**”);
- (44) United States Fish and Wildlife Services (“**USFWS**”) Environmental Permitting Documentation (“**Refuge NEPA Record**”);
- (45) Draft Land Management Plan for the STAMP Site (“**LMP**”);
- (46) an updated USACE jurisdictional determination (“**USACE JD**”);
- (47) an acknowledgement letter from the USACE confirming the completion of archaeological work relating to the Programmatic Agreement;
- (48) all documentation filed in connection with the Gateway Litigation, including but not limited to affidavits, the complaint, answering papers, and related items (“**Gateway Litigation Record**”);
- (49) an email dated July 22, 2022, from Alex Page, the Nation’s counsel to Mark Masse, titled “Re: TSN Letter” with attached correspondence from the Nation dated July 15, 2022 regarding the 2022 Negative Declaration;
- (50) an email dated July 25, 2022, from Mark Masse, Senior Vice President of Operations of the Agency;
- (51) Correspondence from the Nation to NYSDEC dated June 24, 2022, July 6, 2022, and July 21, 2022 received by GCEDC on July 26, 2022 regarding the STAMP WWTF Permit application, the Part 182 Permit application and the 2022 SEQUR Update (these letters, together with the July 15th letter are referred to hereinafter “**Nation Correspondence**”);
- (52) STAMP Site Part 182 survey data collected by CC Environmental (“**Part 182 Surveys**”);
- (53) a memorandum prepared by the STAMP Tech Team dated July 29, 2022 (“**Tech Team Memo**”) analyzing the comments and concerns expressed by the Nation in the Nation Correspondence; and
- (54) other relevant environmental information (collectively, 1-54, together with all analysis and supporting documentation referenced therein or relied upon thereby, are incorporated by reference herein in their entirety and shall be referred to as the “**Environmental Information**”); and

WHEREAS, a thorough analysis of the Environmental Information and potential environmental impacts associated with the Project Infrastructure reveals that, while the Project Infrastructure is not addressed or not adequately addressed in the STAMP GEIS, and the Project Infrastructure exceeds thresholds set forth in the STAMP GEIS, the Environmental Information demonstrates that the Project Infrastructure will not result in any potential significant adverse environmental impacts, and this, pursuant

to the STAMP GEIS, a Negative Declaration should be prepared pursuant to 6 N.Y.C.R.R. § 617.10(d)(3);

WHEREAS, it is appropriate that the Agency issue an amended negative declaration pursuant to 6 N.Y.C.R.R. § 617.10(d)(3) and 6 N.Y.C.R.R. § 617.7(e)(1) for the Project Infrastructure.

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

Section 1. Based upon a thorough review and examination of the Project Infrastructure and the Environmental Information, and upon the Agency's knowledge of the area surrounding the STAMP Site and such further investigation of the Project Infrastructure and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings with respect to the Project Infrastructure:

- (A) The Project Infrastructure remains a Type I Action;
- (B) The Agency, as Lead Agency for the Project, has undertaken a coordinated review of the Project Infrastructure in accordance with SEQR and the STAMP GEIS, as amended; and

Section 2. Based upon the Agency's review of the Environmental Information and investigations of the potential environmental impacts associated with the Project Infrastructure, considering both the magnitude and importance of each potential environmental impact indicated, and upon the Agency's knowledge of the STAMP Site and surrounding area and such further investigations of the Project Infrastructure and its environmental effects as the Agency has deemed appropriate, the Agency has determined that, while the Project Infrastructure is not addressed or not adequately addressed in the STAMP GEIS, and the Project Infrastructure exceeds thresholds set forth in the STAMP GEIS, the Environmental Information demonstrates that the Project Infrastructure will not result in any potential significant adverse environmental impacts, and this, pursuant to the STAMP GEIS, an Amended Negative Declaration is hereby issued pursuant to 6 N.Y.C.R.R. § 617.10(d)(3) and 6 N.Y.C.R.R. § 617.7(e)(1). Reasons supporting this determination are provided below:

1. Project Infrastructure. The Project Infrastructure includes:
 - a) Construction of the WWTF on the STAMP Site within the utility infrastructure area to treat the sanitary wastewater generated by STAMP's manufacturing and other tenants. The WWTF will not treat the manufacturing tenants' process wastewater; rather, the tenants will

treat their own process wastewaters directly before discharging to the main pump station wet well. The main pump station will then pump the combined flows through the proposed Force Main to a new discharge point to be located in Oak Orchard Creek in the Town of Shelby, Orleans County, New York. The 2020 Amended Findings included a detailed analysis of the WWTF. While the design remains largely unchanged, the Take Permit Application and various correspondence relating to the SPDES permit for the WWTF (including extensive consultation with the Nation) post-date the 2020 Amended Findings and are analyzed below.

- b) Construction of the Force Main involves the installation of approximately 47,000 linear feet of sanitary force main, metering vaults, and maintenance manholes along the same route as was analyzed in the 2020 Amended Findings. The vast majority of installation of sewer related infrastructure will be along public roads via a combination of open cut method and directional drill methods. The Force Main will continue to have the capacity to convey up to six (6) MGD of treated wastewater from the STAMP Site to the discharge in Oak Orchard Creek. While the design of the Force Main remains largely unchanged, certain additional analysis regarding potential impacts to Oak Orchard Creek (including modification to the outfall location to prevent erosion) are analyzed below.
- c) The development of an approximate 20 acre parcel located immediately north of STAMP for the siting of the Substation. The landlocked parcel lies between the STAMP Site and a utility corridor which houses the Empire Pipeline and a 345 KV Power Line which will ultimately supply power to STAMP tenants. This parcel is located to the west of the intersection of Lewiston Road (NYS Route 77) and Crosby Road in the Town of Alabama and is bounded by the Empire Pipeline/345 KV Power Line utility corridor to the north, hedgerows to the east and south, and woods and brush to the west. While the design of the Substation remains largely unchanged, the Take Permit Application and various correspondence relating to the Substation (including extensive consultation with the Nation) post-date the 2020 Amended Findings and are analyzed below.

2. Impact on Land.

WWTF

The WWTF does not include any new potentially significant adverse impacts to land resources or land use that were not analyzed in the STAMP GEIS, as amended. The DGEIS proposed an on-site WWTF and the WWTF footprint and design remain largely unchanged from what was previously reviewed in 2020. Further, the WWTF remains consistent with current uses of the STAMP Site, which are commercial and industrial in nature.

The Shelby/Medina Joint SPDES Letter raises concerns about the impact of the discharge from the WWTF through the Force Main on erosion. However, as noted in the GCEDC Shelby/Medina Response Letter and Force Main BODR, the outfall has been designed to minimize soil erosion. Further, the outfall discharge includes grouted heavy stone rip rap to dissipate the anticipated flow and reduce velocity, as well as heavy stone rip rap along the entire stream bank to reduce erosion and stabilize the creek banks.

Additionally, as noted in the EPPP, the WWTF will include a screw press to dewater solids for final landfill disposal. As discussed in the EPPP Leadership Meeting Minutes, any hazardous materials stored at the WWTF will be stored in accordance with DEC bulk storage requirements, including secondary containment measures such as loading areas for trucks, designed to mitigate risks in the event of a spill.

As part of the Plug Power Settlement Agreement (and as detailed extensively below) STAMP Infrastructure, including the WWTF, was specifically designed to avoid potential adverse impacts to the Nation and a buffer was agreed to in order to minimize impacts to surrounding land. In fact, the WWTF (and associated Force Main) are designed to reduce impacts on the Nation's Territory by carrying treated effluent miles away from the Nation's Territory rather than to Whitney Creek (as originally proposed and analyzed in the STAMP GEIS).

Force Main

As noted in the Wastewater PCN, the Force Main involves the physical disturbance of approximately eight acres of land and is anticipated to take approximately 8 months to construct. Approximately 1.02 acres of land will be temporarily disturbed for staging. A SWPPP for the Force Main has been developed under the requirements of the SPDES GP-0-10-001, and stormwater will be managed in accordance with the SWPPP.

The Wastewater PCN notes that approximately 50% of the local watersheds are dominated by agriculture interspersed with forest and forested/non-forested wetlands. There will be a temporary disturbance during

construction of the Force Main but any impacts will be mitigated by horizontal direction drilling (“**HDD**”) installation methods through all wetland and stream crossings.

The Shelby/Medina Joint SPDES Letter raises concerns about the impact of the discharge on erosion. However, as noted in the GCEDC Shelby/Medina Response Letter and FM & MPS BODR, the outfall has been designed to minimize soil erosion. Further, as mentioned above, the outfall discharge includes grouted heavy stone rip rap to dissipate the anticipated flow and reduce velocity, as well as heavy stone rip rap along the entire stream bank to reduce erosion and stabilize the creek banks.

The NEPA Refuge Record included an extensive analysis of the Force Main’s compatibility crossing through the Iroquois National Wildlife Refuge (“**Refuge**”). As detailed therein, the Force Main has been extensively reviewed, with substantial mitigation proposed.

Substation

As detailed in the Substation Letter, the Substation is a permitted use in the underlying zoning districts and has been sited and designed to minimize impacts to adjacent land uses. While the Substation will be visible to adjacent property owners, the Substation is located in the vicinity of existing transmission infrastructure and is consistent with the same in terms of scale and design. The Substation is located far from the Nation’s Territory, and will not be appreciably visible or audible from the same, such that no impacts to land use on the Nation’s Territory are anticipated.

Powerline Reroute

The Powerline Reroute will enable more efficient usage of the STAMP Site by moving the existing powerlines on the Site into an area agreed-upon pursuant to the Plug Power Settlement Agreement. As detailed therein, the Powerline Reroute will create 100 feet of additional buffer space between future tenants at the STAMP Site and the Nation’s Territory, on top of the existing 400’ buffer present along the majority of the western edge of the STAMP Site. Further, the Powerline Reroute (as detailed in the Powerline IA) has been carefully sited to avoid impacts to trees and wetlands.

Accordingly, the Project Infrastructure are not anticipated to create any potentially significant adverse impacts to land that were not analyzed in the STAMP Environmental Record.

3. Impact on Geological Features. The Site does not contain, and is not adjacent to, any unique geologic features or National Natural Landmarks, nor will the Force Main pass through or near any unique geologic features or National Natural Landmarks off-Site. Accordingly, the Project Infrastructure are not anticipated to create any potentially significant adverse impacts to geological features that were not analyzed in the STAMP Environmental Record.
4. Impact on Surface Water.

WWTF/Force Main

As noted in the 2020 Amended Findings, the Project Infrastructure WWTF will enable an increase in the sewer discharge threshold capacity of the STAMP Site. As detailed in the Environmental Information, the WWTF (along with the Force Main) allows for an increase in the STAMP sewer capacity threshold set forth in the GEIS from 3 MGD up to 6 MGD, including 1 MGD of sanitary wastewater and 5 MGD of treated process wastewater (the 2020 Amended Findings similarly increased the water capacity threshold from 3 MGD up to 6 MGD in connection with the Water Main). As observed in the WWTF BODR, by utilizing onsite recycling for the industrial process water, the overall potential total volume of wastewater decreased significantly from 12 MGD to 6 MGD. Based on this, the WWTF was designed to have an average daily flow of 1.0 MGD with a peak design flow capacity of 2.0 MGD for system redundancy purposes.

The WWTF will not create a new body of water, result in an increase or decrease of the surface area of a waterbody, and does not involve the dredging of a wetland or waterbody. The 2020 Amended Findings extensively detail that, as noted in the Environmental Information, the WWTF will involve construction well-outside of the 100-foot zone of an existing surface water feature, namely Whitney Creek, a Class C stream.

Per the LOR, and as discussed in greater detail below, the Agency has engaged with, and taken the input of the Nation, regarding SPDES permitting at STAMP. Further, as reflected in the EPPP Leadership Meeting Minutes, sewage will be screened and will undergo a three-step sanitation process. According to the EPPP Leadership Meeting Minutes, the WWTF will not be served by an existing sewer line, as none presently exists; however, 100,000 GPD have been reserved for the Town of Alabama in the event the Town decides to create a sewer district in the future and send wastewater to the WWTF.

The SPDES permit effluent limitations have been specifically drafted, with feedback from the Nation and USEPA, to ensure that a discharge does not adversely impact surface waters, and the WWTF will comply with the requirements of the SPDES permit. Similarly, as noted in the Permit Application Transfer Form, STAMP Sewer Works, Inc. (the eventual owner of the Force Main and WWTF) will comply with all conditions of the SPDES Permit. In addition, the Force Main (and associated discharge) has been extensively peer-reviewed by the Town of Shelby, which has consented to the route and design of the Force Main.

As thoroughly outlined in the Environmental Information, the construction of the Force Main will be done primarily through HDD methods in order to minimize impacts to wetlands, which total only temporary impacts to approximately 0.11 acres of wetland and stream crossings regulated by NYSDEC or the USACE and approximately 0.28 acres of land located within the NYSDEC-regulated 100' wetland-adjacent buffer area. The Force Main BODR was supplemented by a frac out plan reviewed and approved by NYSDEC which provides assurance of adequate monitoring, detection, containment, and cleanup for any potential discharge of drilling fluid or other materials resulting from the HDD. The impacted areas will be returned to existing conditions when construction is complete, and all applicable permits will be secured prior to the construction of the Project Infrastructure. As the Hydraulics Report details and EPPP Transcript further describes, the proposed discharge from the Force Main to the Oak Orchard Creek (a Class C stream) is a very small quantity compared to the overall statistical peak discharges and will result in no significant changes in the elevation of Oak Orchard Creek. The outflow from the WWTF will be sanitary wastewater and will not have an adverse impact on the quality of the water in Oak Orchard Creek. A stormwater retention pond is proposed in order to mitigate any potential adverse impacts due to the increase in impermeable surfaces associated with the Project Infrastructure.

In the Nation Phosphorus Letter and Nation Correspondence, the Nation raises various concerns relating to the discharge limits set forth in the SPDES Permit for the WWTF. As detailed in the Tech Team Memo, relative to surface waters, the Nation alleges potential impacts to Oak Orchard Creek due to phosphorus, and discharge during low flow periods. The Tech Team Memo addresses each of the Nation's concerns in extensive detail, and documents that modifications to the phosphorus levels set forth in the SPDES permit, as well as the nature of the WWTF discharge (treated sanitary process water rather than industrial process water) have resolved those concerns.

The Nation Correspondence raises questions as to the SPDES permit limit for phosphorus (set at 0.5 mg/L). As detailed in the Tech Team Memo, following extensive consultation with CPL and USEPA, NYSDEC has adjusted the discharge limit for phosphorus from 0.5 mg/L down to 0.2 mg/L, the strictest available water quality based limit to ensure that the discharge from the WWTF could only result in a dilution of phosphorus levels going forward. As such, the proposed discharge limit of 0.2 mg/L will not result in growth of algae, weeds, or other slimes and will not otherwise impair the waters for their best usages.

The Nation Correspondence recites that Oak Orchard Creek could be adversely impacted during low flow periods. The Tech Team Memo confirms, however, that most of the year, Oak Orchard Creek's flow is at or above the proposed discharge rate of the force main. While the low flow condition of Oak Orchard Creek could result in an "effluent dominated" classification of Oak Orchard Creek during such low flow condition, the SPDES permit limits are calibrated to ensure no decrease in the water quality standards. In addition, the force main discharge location includes extensive riprap and outflow mitigation to ensure that the discharge is appropriately channeled without impacting existing wildlife or recreational uses. Further, the WWTF will discharge only treated sanitary water, which will not result in discharges exceeding 5 degrees above Oak Orchard Creek. As noted in the CPL SPDES Memo, sanitary wastewater does not create temperature concerns due to its naturally low temperature. To the extent a future industrial user seeks to discharge through the force main, such discharge will be subject to an independent SPDES permit with its own temperature analysis in order to ensure that no discharge exceeds 5 degrees above Oak Orchard Creek. Similarly, NYSDEC has concluded, and the Agency along with the Tech Team agrees, that there is no reasonable potential that the WWTF effluent flow will contain dioxin, PCBs, PFOA or PFOS in any meaningful amounts. As noted above, future industrial dischargers will be subject to their own SPDES permits, with appropriate mitigation and limitations set forth at the time of such permitting.

As noted in the Force Main BODR and analyzed in the Hydraulics Report, the Agency will comply with its SPDES permit regulations which requires that a discharge complies with applicable water quality standards and does not adversely impact surface waters. Per the Letter of Resolution, GCEDC has engaged with, and taken the input of the Nation, regarding SPDES permitting at STAMP. Moreover, the Wastewater PCN confirms that the WWTF and

Force Main have been designed to minimize all impacts to the “greatest extent practicable.”

Powerline Reroute/Substation

While the Powerline Reroute will include development adjacent to existing wetland resources, no permanent impacts to the wetlands are proposed. Instead, the access drive servicing the Powerline Reroute will end at the edge of the wetland, and access across the same will be accomplished by placing temporary mats across the wetland when access is needed.

Substation

The Substation will include development far away from Whitney Creek and has been carefully sited to avoid impacts to adjacent wetlands, as detailed in the Substation Letter.

Accordingly, the Project Infrastructure do not pose any risk of significant adverse impacts on water that were not analyzed in the STAMP Environmental Record.

5. Impact on Groundwater.

WWTF

As analyzed in the 2020 Amended Findings, while the WWTF will include the storage of aluminum sulfate, the BODR details that the chemical will be stored in a chemical bulk storage area located in the headworks and control building of the WWTF. As described in the EPPP, the WWTF “will utilize a sequencing batch reactor process, as well as disc filters, and a UV Disinfection system to treat sanitary wastewater.” Such process is “suited to accept sanitary wastewater and biological waste streams such as from food processing plants.” Spill prevention measures, including double containment per NYSDEC bulk storage requirements, will be included to mitigate any risk to groundwater.

Further, the SPDES permit effluent limitations will ensure that a discharge does not adversely impact groundwater, and the WWTF will comply with the requirements of the SPDES permit. Similarly, as noted in the Permit Application Transfer Form, STAMP Sewer Works, Inc. will comply with all conditions of the SPDES Permit.

Force Main

As mentioned in the EPPP Leadership Meeting Minutes, under the Right of Way permit from the USFWS, GCEDC is required to monitor the flow rates at the points entering and existing the wildlife refuge to ensure no leaks or other issues with the Force Main. Additionally, as described in the FM & MPS BODR, the Force Main will be marked by pipeline markers to help identify the location of the underground pipe.

As noted in the EPPP Transcript, the Force Main will be monitored 24-hours a day, utilizing failure and high water alarm systems, and if needed, the maintenance manholes with metering and valve control installed along the Force Main.

Powerline Reroute/Substation

Neither the Powerline Reroute nor the Substation entails the types of activities or operations that would be associated with any risks to groundwater, such as the storage or handling of hazardous materials.

Accordingly, the Project Infrastructure are not anticipated to create any potentially significant adverse impacts to groundwater that were not analyzed in the STAMP Environmental Record.

6. Impact on Flooding.

WWTF/Force Main

While the WWTF is not in a designated Floodway, as noted in the 2020 Amended Findings, the Force Main discharge location is in the 100-year and 500-year Floodplains. The discharge area itself will not be a significantly large impervious surface. The Hydraulics Report directly addresses the discharge from the Force Main and concludes that the increased discharge from the Force Main will have a negligible effect on the flood elevations in Oak Orchard Creek, without significant observable changes to the anticipated water surface elevations.

As noted in the Shelby/Medina Joint SPDES Letter, Orleans County "has an extremely flat topography" and "[d]rainage and flooding concerns are . . . main issues." However, as noted in the GCEDC Shelby/Medina Response Letter and demonstrated in the Hydraulics Report, the discharge was shown to have an unappreciable increase in water surface elevations downstream, even during a 100-year flood event.

In addition, in response to the Shelby/Medina Joint SPDES Letter, the GCEDC Shelby/Medina Response Letter further details that the discharge into Oak Orchard Creek was carefully analyzed by a NYSDEC-reviewed and approved Hydraulics Report. Accordingly, the Project Infrastructure are not anticipated to create any potentially significant adverse impacts to flooding that were not analyzed in the STAMP Environmental Record.

Powerline Reroute/Substation

Neither the Powerline Reroute nor the Substation entails the types of activities or operations that would be associated with any risks to flooding. While the Substation and Powerline Reroute will result in the creation of impervious surfaces, all stormwater discharge associated with these projects will be managed in accordance with NYSDEC requirements pursuant to a SWPPP.

Accordingly, the Project Infrastructure are not anticipated to create any potentially significant adverse impacts to flooding that were not analyzed in the STAMP Environmental Record.

7. Impact on Air. The Project Infrastructure will not be a significant source of air emissions. The Project Infrastructure do not entail the types of activities or operations that require the Applicant to acquire an Air Facility Permit or that are associated with a significant potential for air emissions. Any impacts to air quality from construction activities will be minor, and temporary in nature. Accordingly, the Project Infrastructure are not anticipated to create any significant adverse impacts to air resources that were not analyzed in the STAMP Environmental Record.
8. Impact on Plants and Animals. As detailed in the 2020 Amended Findings, the Force Main will take place in habitat for various plants and animals noted in the EAF, Iroquois EA, Mussel Survey, and Wastewater PCN including several species listed as threatened or endangered. Pied-Billed Grebe, Sedge Wren, Henslow's Sparrow, Bald Eagle, Northern Harrier, Upland Sandpiper, Least Bittern, Short-eared Owl, Bog Turtle, Eastern Massasauga, and Mussels were all independently analyzed and evaluated in the context of the Force Main. The Iroquois EA and Wastewater PCN lays out the potential impacts to such species as well as the mitigation that is proposed in order to reduce impacts to the same. As detailed in the Iroquois EA and Wastewater PCN, the mitigation measures reduce the potential impact of the Force Main such that they are not likely to adversely affect the species noted in the Environmental Information.

In addition, following the submission of the Part 182 Clearance Request for Electrical Infrastructure, NYSDEC has determined that a Part 182 Incidental Take Permit will be required for the development of the Substation and WWTF in order to address the presence of the Short-Eared Owl and Northern Harrier (together, the "**Winter Raptors**") on the northwestern portion of the STAMP Site. Notably, NYSDEC confirmed in the NYSDEC Part 182 Response on Electrical Infrastructure that the Powerline Reroute (including its associated laydown area) would not require any additional permitting due to the minor and temporary nature of the disturbance associated with those projects. While the GEIS previously noted the presence of Winter Raptors on the STAMP Site, and the Agency disagreed that a Part 182 Incidental Take Permit was required for any of the Project Infrastructure (for the reasons detailed in the Agency's Part 182 correspondence with NYSDEC), the Agency nevertheless conducted extensive additional monitoring of Winter Raptor activity on the STAMP Site as detailed in the Take Permit Application at the request of NYSDEC. The Substation and WWTF will permanently impact approximately 11.5 acres of NYSDEC-designated "occupied habitat" for the Winter Raptors. Notably, as detailed in the Take Permit Application, the Project Infrastructure has been designed with the smallest permanent and temporary footprints possible to minimize disturbance to the occupied habitat, including locating roughly one-third of the Substation in forest/shrub land that does not serve as occupied habitat.

Accordingly, pursuant to Part 182, the Agency has proposed to mitigate any potentially adverse impacts associated with the loss of such habitat by establishing and maintaining new and improved habitat to replace the lost habitat. 11.5 acres of land that has transition into an old field/shrubland matrix will be mowed/brush-hogged, with treatment and successional mowing thereafter as needed to allow grass and forb species to be established. The proposed mitigation site is located on the STAMP Site, is owned by the Agency, and is located approximately 700' from the adjacent grasslands at the John White Wildlife Management Area. The Agency has consulted closely with NYSDEC to ensure that the proposed mitigation plan confers a net conservation benefit to the Winter Raptors, as required by Part 182. As the Tech Team Memo recites, the Winter Raptors prefer open fields of 25 or more acres, and the mitigation plan includes provisions for creating the appropriate conditions for the species on the mitigation parcel and maintaining the mitigation parcel as suitable habitat. The Agency is also in the process of evaluating pursuing a Part 182 Permit application for the remainder of the STAMP Site, however, the Tech Team Memo confirms that no environmental harm caused by the approach rejected by the Nation in the Nation Correspondence - establishing appropriate mitigation on a project-by-project basis may be less efficient from a permit processing perspective (meaning the

DEC has to process more than one permit), however, any future Part 182 Permit applications that involve the development of occupied habitat will be subject to the same stringent “Net Conservation Benefit” standard as the current application.

It is also worth noting that the LMP (a mitigation document pursuant to the GEIS) provides for the management of STAMP land and environmental resources (including species). Pursuant to the GEIS, the LMP is updated every five years, and is currently in the process of being updated. As noted in the LMP, extensive mitigation has been proposed to ensure that threatened and endangered species are not adversely impacted by the development of STAMP generally, as well as the Project Infrastructure specifically.

The Nation Correspondence expresses concern that there is an absence of survey information relating to the presence of the Winter Raptors during the breeding season, however, as the Tech Team Memo notes, breeding season surveys were undertaken by CC from May 18, 2022, through July 19, 2022, in accordance with a NYSDEC-approved survey plan consistent with the NYSDEC Survey Protocol for State-listed Breeding Grassland Bird Species (August 2021). No breeding behavior by the Winter Raptors has ever been documented on the STAMP Site.

Accordingly, the Project Infrastructure are not anticipated to create any significant adverse impacts to plants, animals or natural communities, or wildlife habitat that were not analyzed in the STAMP Environmental Record. In fact, the additional mitigation measures proposed in connection with the Take Permit Application will confer a net conservation benefit to the Winter Raptors.

9. Impact on Agricultural Land Resources. The STAMP Environmental Record includes an analysis of the impacts of minor expansions of the STAMP Site and potential infrastructure improvements relating to the same. As described in the Environmental Information, the Force Main will be constructed within existing rights of way to avoid impacts to agricultural resources. The WWTF will be constructed on the STAMP Site, within the existing utility infrastructure area. The Substation will remain constructed partially within the STAMP Site and partially within a parcel immediately north of the STAMP Site, as detailed in the 2020 Amended Findings. Therefore, the Project Infrastructure are not anticipated to create any significant adverse impacts to agricultural land resources that were not analyzed in the STAMP Environmental Record.

10. Impact on Aesthetic Resources. The Project Infrastructure will not be visible from any officially designated federal, state or local scenic or aesthetic resource. As detailed in the 2020 Amended Findings, the Force Main and Water Main will be buried underground, and the remainder of the Project Infrastructure are situated adjacent to the STAMP Site, which is anticipated to be a well-developed commercial and industrial area. In addition, the photo simulations prepared in connection with the Substation IA and Powerline IA demonstrate that the Project Infrastructure are substantially screened by existing vegetation as well as the significant buffers between the Project Infrastructure and surrounding properties. Accordingly, the Project Infrastructure are not anticipated to create any significant adverse impacts to aesthetic resources that were not analyzed in the STAMP Environmental Record.
11. Impact on Historic and Archeological Resources. The Project Infrastructure do not contain, nor are they adjacent to, a building, or district which is listed on, or that has been nominated to the State or National Register of Historic Places. The Project Infrastructure include an area designated as sensitive for archeological sites by the NYS Historic Preservation Office, however, the Agency has historically coordinated with the NYS Historic Preservation Office on the development of the STAMP Site, with such coordination continuing for the Project Infrastructure. Impacts to historic and archaeological resources are analyzed extensively in the STAMP Environmental Record, and the Programmatic Agreement comprehensively cleared the STAMP Site of Archaeological resources.

The Agency has engaged in extensive consultation with the Nation with respect to the Project Infrastructure, including weekly written updates to the Nation and monthly consultation conference calls. Further, as required by the LOR that was negotiated between NYSDEC, GCEDC, SHPO, and the Nation, the Agency has prepared the WWTF IA, Substation IA, and Powerline IA in order to evaluate whether the Project Infrastructure will have any adverse impact upon the Nation's Territory as a potential property of religious and cultural significance based on the National Register Criteria for eligibility. Each of the IA's analysis and findings (including subsequent correspondence from the Agency to the Nation, SHPO, and NYSDEC) are incorporated herein by reference. The IAs provide an extensive analysis of the Nation's history, including a detailed understanding of the Nation's usage of the Nation's Territory as explained by the Nation. The IAs have historically been updated whenever specific feedback is provided by the Nation. To the extent the Nation believes that information or perspective is missing from the Initial Assessments, the LOR process provides the Nation

the opportunity to comment substantively on each Initial Assessment, and the Nation's input is a valued part of the review process for the Agency. While the Nation has provided comments letters voicing generalized opposition the Project Infrastructure, none of the Nation's letters have alleged any specific, substantiated significant adverse environmental impacts resulting from the Project Infrastructure.

Substation

As detailed in the Substation IA, the Substation will be located approximately 3,800 feet, or 3/4ths of a mile, from the Nation's Territory at its closest point. The visual assessment provided therein further demonstrates that the Substation will not be substantially visible above the significant intervening vegetation. Further, as the buffer areas provided for in the Plug Power Settlement Agreement are allowed to continue to grow in their natural state, additional screening will naturally be provided. As detailed below, noise levels from the Substation fall well below ambient noise levels at the border of the Nation's Territory.

WWTF / Force Main

The GEIS originally included an on-site wastewater treatment plant to treat wastewater generated at STAMP, before it would discharge to Whitney Creek. After the Nation expressed concerns about the original discharge location, which would be upstream from the Nation's Territory, GCEDC addressed this concern by negotiating a pathway for review and approval of the installation of a new force main sewer line from STAMP to Medina, New York as detailed in the 2016 Project Modifications. In the 2020 Project Modifications, GCEDC reviewed and approved changes to the proposed force main sewer line, with a proposed discharge location in Oak Orchard Creek just upstream from Medina and an on-Site WWTF.

In addition to the WWTF IA that was prepared for the WWTF and Force Main, the Agency prepared and executed an Enhanced Public Participation Plan consistent with NYSDEC's Commissioner Policy 29 ("CP 29"). CP 29 was issued by NYSDEC to promote the fair involvement of all people in the environmental permitting process and to ensure that NYSDEC's environmental permitting processes promote environmental justice. Accordingly, as detailed in the EPPP Certification, the Agency held information meetings with both Nation leadership and citizens of the Nation. The Agency also maintained a document repository to make information about the WWTF readily available to the Nation and its citizens. Throughout the EPPP process, the Agency addressed all comments, questions, and concerns raised by the Nation with respect to the WWTF.

As detailed in the WWTF IA and as noted below, given the distance between the proposed WWTF and the Nation's boundary the WWTF will not be substantially visible, audible, or emanate odors which would impact the Nation's Territory. The WWTF and Force Main now proposed represent a substantial investment by the Agency to mitigate any potential impacts of the development of STAMP on the Nation, as detailed in the Tech Team Memo and above under the discussion of Surface Waters. While the Nation has also expressed concern that the WWTF wet well is insufficiently sized, the relevant BODR clearly details that the wet well is appropriately sized and has numerous safety systems in place to prevent backflow. As the NYSDEC Comment Letter concisely summarizes, "unlike the other wastewater treatment configurations GCEDC considered prior to the final version of the SPDES permit application, no wastewater from the proposed WWTF would enter the TSN reservation watershed under the SPDES permit. Rather, the force main/effluent pipe from the WWTF would run for nine miles to an Oak Orchard Creek discharge point well away from that watershed."

Powerline Reroute

As detailed in the GCEDC Powerline IA Response Letter, the Agency and the Nation's discussion of the Powerline Reroute dates back to at least 2018. At the recommendation of NYSDEC, the Agency began conducting direct consultation with the Nation with respect to the Project. Over the course of approximately 18 months, the Agency provided the Nation with information relating to the Project including design plans, and conducted site visits with representatives of the Nation in order to assist the Nation in better understanding any potential impacts of the Project on the Nation's Territory.

In the Plug Power Settlement Agreement, the Agency and Nation agreed not only to the relocation of the power lines, but also the exact location of the 100' wide area in which the power lines would be placed. The Plug Power Settlement Agreement clearly states that "the future easement to National Grid associated with the power line reroute on the STAMP Site" will be located partially "within the Restricted Protected Property Area." The Settlement Agreement went so far as to acknowledge the terms and conditions of pesticide usage in connection with the Project. Moreover, by placing the powerlines along the course of the proposed reroute, there has been a significant expansion of the buffer area between the Nation and STAMP - in essence, everything west of the Powerline Reroute has now been designated as protected buffer area.

The Agency then prepared the Powerline IA to evaluate potential impacts to the Nation's Territory as a TCP. As detailed therein (including the detailed visual analysis performed at the recommendation of NYSDEC), the Powerline Reroute will not result in any adverse impacts to hunting, fishing, or ceremonial activities conducted in the Big Woods, as no significant visual, audible, or water-related impacts will result from the Powerline Reroute. While the Nation has expressed its objection generally to the Powerline Reroute, the Nation has not alleged any specific adverse impacts that the Powerline Reroute could have on the Nation's Territory, and the extensive Environmental Record demonstrates that the Powerline Reroute will not have any such adverse impacts. While the Nation Correspondence recites that the Nation was not consulted with respect to the visual simulations that were prepared, as the Tech Team Memo notes, when Saratoga Associates was preparing its first visual impact assessment pursuant to the LOR, the Agency informed the Nation that the Agency had retained Saratoga Associates to conduct field work to gather background visual data to be utilized in future impact assessments for the benefit of the Nation. The Agency requested permission from the Nation to allow Saratoga Associates to enter the Nation's Territory to gather visual data, however, the Nation declined to respond to this offer.

Accordingly, it is not anticipated that the Project Infrastructure will create any significant adverse impacts to historical or archaeological resources that were not analyzed in the STAMP Environmental Record.

12. Impact on Open Space and Recreation. The Site does not comprise public open space nor is the Site or surrounding area currently used for public recreation. While the WWTF IA, Powerline IA, and Substation IA acknowledge that the Nation utilizes the Big Woods located to the west of the STAMP Site for certain hunting and cultural activities, the Project Infrastructure is not anticipated to have any impact on such activities for the reasons detailed above. Accordingly, the Project Infrastructure are not anticipated to create any significant impacts to open space or recreational resources that were not analyzed in the STAMP Environmental Record.
13. Impact on Critical Environmental Areas. The Project Infrastructure are not located in or substantially contiguous to any Critical Environmental Areas, including the off-Site component of the Force Main. As such, the Project Infrastructure are not anticipated to create any significant adverse impacts to Critical Environmental Areas that were not analyzed in the STAMP Environmental Record.

14. Impact on Transportation. In accordance with the GEIS and SEQR, as new projects are proposed at the Site, the traffic impacts of such projects are analyzed against the thresholds set forth in the GEIS. The Project Infrastructure do not involve any of the activities which would be associated with an increased demand for transportation, and the minor additional vehicle trips associated with construction and maintenance of the Project Infrastructure were previously analyzed in the GEIS. Accordingly, the Project Infrastructure are not anticipated to create any significant adverse impacts to transportation that were not analyzed in the STAMP Environmental Record.
15. Impact on Energy. As noted in the 2020 Amended Findings, the Project Infrastructure (specifically, the Substation) will enable an increase in the electrical capacity of the STAMP Site. As detailed in the Environmental Information, the Substation (together with associated improvements to existing powerlines) allows for an increase in the STAMP electrical demand threshold from 185MW to 535MW. The STAMP Environmental Record includes an analysis of the impacts of minor expansions of the STAMP Site as well as the impacts for the demand for energy for the Project, and potential infrastructure improvements relating to the same. As such, the Substation increases the energy capacity threshold for STAMP, and the Project Infrastructure will not create any significant adverse impacts to energy resources that were not analyzed in the STAMP Environmental Record.
16. Impact on Noise, Odor and Light. The Project Infrastructure are not expected to appreciably increase ambient noise or lighting levels or to create odors.

Substation

The EAF explains that lighting fixtures servicing the Project Infrastructure will be limited to the vicinity of the Site for maintenance and emergency purposes, and that such lights will be Dark Sky Compliant.

The Substation Letter details that any noise associated with the Substation will fall well below the threshold set forth in the GEIS of 45 decibels. In fact, the Substation letter details that, at the point of the closest structure to the Substation's nearest transformer (a distance of approximately 715 feet), the sound pressure level will be only 28.914 decibels - well below existing ambient noise levels as detailed in the Environmental Record.

The Substation does not involve the types of activities that create significant noise. Any impacts to noise and/or odor from construction activities will be minor, and temporary in nature.

WWTF

The EAF explains that lighting fixtures servicing the Project Infrastructure will be limited to the vicinity of the Site for maintenance and emergency purposes, and that such lights will be Dark Sky Compliant.

As detailed in the WWTF BODR, the Force Main will contain only treated effluent and treated process water. The treatment processes where odors are a concern are contained within buildings to mitigate odors. No odors are expected to be experienced outside of such structures as a part of the operations of the WWTF.

Similarly, as all treatment processes are contained within structures, the WWTF is not anticipated to appreciably increase noise levels. Further, the WWTF will be centrally located on the STAMP Site, immediately north of the location of Project Gateway.

Force Main

The Force Main will be buried below ground and accordingly does not involve the types of activities that create significant noise, odors, or lighting. As detailed in the WWTF BODR, the Force Main will contain only treated effluent and treated process water. The treatment processes where odors are a concern are contained within buildings to mitigate odors. Any impacts to noise and/or odor from construction activities will be minor, and temporary in nature.

Powerline Reroute

The Powerline Reroute does not involve the types of activities that create significant noise, odors, or lighting. Any impacts to noise and/or odor from construction activities will be minor, and temporary in nature.

Accordingly, the Project Infrastructure are not anticipated to create any significant adverse impacts to noise, odors or light that were not analyzed in the STAMP Environmental Record.

17. Impact on Public Health. The Project Infrastructure do not entail the types of activities or operations that are associated with a significant potential for affecting public health, such as storing large amounts of hazardous or toxic materials. As detailed in the 2020 Amended Findings, a portion of the Site is listed in the NYSDEC Spills Incidents Database (DEC ID 9607396), however,

that incident was listed as "Closed" due to the successful remediation of soils in 2004.

Substation

As detailed in the Substation Letter, the Substation will follow all the safety parameters set forth by the New York State Public Service Commission, the New York Power Authority, and National Grid. The Substation itself will include a ground grid system that includes grounding of the fencing surrounding the Substation in order to ensure safety to those in the vicinity of the Substation, while those outside of the Substation perimeter will not be affected.

WWTF

The WWTF's design and operation are laid out extensively in the BODR, and will be necessary to service the STAMP Site in a safe, environmentally friendly manner. The WWTF BODR provides that local emergency management services will be trained for emergency safety and response at the WWTF. Emergency management services will further be taught the hazards of any chemicals stored onsite.

Chemicals stored on-Site will include alum for phosphorus precipitation and polymer for screw press dewatering. The alum will be stored in a chemical bulk storage area located in the headworks and control building. The polymer will be stored in a chemical bulk storage area in the dewatering building. The chemical bulk storage areas will include spill prevention measures including double containment equal to the largest storage volume per NYSDEC bulk storage requirements.

Force Main

The Force Main itself does not entail the types of activities or operations that are associated with a significant potential for affecting public health. As detailed in the Force Main BODR, the Force Main will only carry flows of combined sanitary treated effluent and treated process water. No untreated effluent or process water will enter the Force Main at any point. Further, main line valves will be installed approximately every 1,000' along the Force Main to provide a means to isolate sections of the Force Main for testing and maintenance purposes. Flow rates will be monitored 24/7 south of and immediately north of the US Fish and Wildlife Refuge, and the SPDES Permit sets forth a rigid sampling regime to ensure compliance with all applicable discharge limits.

Powerline Reroute

The Powerline Reroute itself does not entail the types of activities or operations that are associated with a significant potential for affecting public health. The Powerline Reroute is located within a portion of the STAMP Site's western buffer area, the 100' wide "Restricted Property Area", as provided for in the Plug Power Settlement Agreement. The Powerline Reroute is buffered to the west by an additional 400' of STAMP Site designated as Permanently Protected Property pursuant to the Plug Power Settlement Agreement, and to the east by the remainder of the STAMP Site.

Accordingly, the Project Infrastructure are not anticipated to create any significant adverse impact to public health that were not analyzed in the STAMP Environmental Record.

18. Impact on Character of the Community, and Community Plans. The Project Infrastructure is in character with adjacent development and surrounding uses, including the industrial development of Plug Power. The Project Infrastructure itself does not include the type of development that would result in significant population growth or other typical drivers of impacts to Community Character and Community Plans. The GEIS analyzed the impacts from full build out of STAMP consisting of the rezoning the entire STAMP Site from agricultural/residential use to industrial/advanced manufacturing use, and with constructing and operating 6,130,000 square feet of advanced technology manufacturing uses at full build-out, providing direct employment for over 9,000 people, whereas the Project Infrastructure are minor infrastructure projects. Accordingly, the Project Infrastructure are not anticipated to create any significant adverse impacts to the growth or character of the community that were not analyzed in the STAMP Environmental Record.

Section 3. Having considered the Environmental Information, STAMP Environmental Record, and having considered the relevant environmental impacts, facts and conclusions relied upon to meet the requirements of 6 N.Y.C.R.R. § 617.11, and having weighed and balanced the relevant impacts with social, economic and other considerations, the Agency recertifies that:

- (i) The requirements of 6 N.Y.C.R.R. Part 617 have been met; and
- (ii) Consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the Project remains one which avoids or minimizes adverse environmental effects to the

maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 5. This Resolution, which is adopted by a majority vote of the Agency, shall serve as the Amended Negative Declaration (as defined in 6 N.Y.C.R.R. 617.2(y)) for the Project Infrastructure, and is issued by the Agency pursuant to and in accordance with SEQRA, shall take effect immediately.

Section 6. For further information on this Determination of Significance/ Amended Negative Declaration contact:

Mark Masse
99 MedTech Drive, Suite 106
Batavia, New York 14020
Phone: 585-343-4866
Email: mmasse@gcedc.com

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

The foregoing Resolution was thereupon declared duly adopted.

STAMP Change order for the laydown area

Discussion: In conjunction with the construction of the lay down area to be utilized by National Grid for the power line reroute, Keeler Construction is seeking a change order to cover the increase in costs of the project that have occurred. This project was originally scheduled to be completed in February but had to be postponed due to issues with the NYSDEC. The Keeler contract was for the construction and installation of the hold and haul tank as well as the lay down area. These two bids were issued as one contract. At this point in time CPL feels that the hold and haul contract will come in under the construction amount but the laydown area will be over. The change order will only be on the net overage of the total contract after combining the two.

Fund Commitment: \$15,000 from the agency operating funds.

Board Action Request: Approval of change order of \$15,000 to Keeler Construction Inc.

Date of Issuance: July 27, 2022	Effective Date: August 4, 2022
Owner: GCEDC	Owner's Contract No.:
Contractor: Keeler Construction Co., Inc.	Contractor's Project No.:
Engineer: CPL	Engineer's Project No.: 16174.00
Project: STAMP Onsite Water Main & Crosby Road Reconstruction	Contract Name: Base Bids C & D

The Contract is modified as follows upon execution of this Change Order:

Description: This change order includes additional cost incurred by Keeler Construction Co., Inc. related to the delays in permitting. The increase in costs include wage rates, fuel cost increase, trucking cost increase, and mobilization and demobilization.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 738,210.00	Original Contract Times: Substantial Completion: <u>February 1, 2022</u> Ready for Final Payment: <u>March 1, 2022</u>
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> ; \$ 0	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> ; Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ 738,210.00	Contract Times prior to this Change Order: Substantial Completion: <u>February 1, 2022</u> Ready for Final Payment: <u>March 1, 2022</u>
Increase of this Change Order: \$ 15,000.00	Increase of this Change Order: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 7, 2022</u>
Contract Price incorporating this Change Order: \$ 753,210.00	Contract Times with all approved Change Orders: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 7, 2022</u>

RECOMMENDED: By: <u></u> Engineer (if required) Title: <u>Project Manager</u> Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Title: <u>Owner</u> Date: _____	ACCEPTED: By: <u></u> Contractor (Authorized Signature) Title: <u>Project Manager</u> Date: <u>7/29/2022</u>
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Saratoga Associates invoice

Discussion: The GCEDC Board has previously approved proposals from Saratoga Associates to prepare visual assessments for various projects at STAMP. There were two proposals received and two separate Board approvals made. The first approval was in the amount of \$5,708 and the second approval was in the amount of \$8,436 for a total of \$14,144. Saratoga has sent the GCEDC the invoices for the work performed under the two proposals. The first invoice in the amount of \$6,938.78 was over the original proposal amount of \$5,708. The second invoice in the amount of \$5,859.41 was under the proposal amount of \$8,436. The net of these proposals does not result in any additional agency funds being needed, however, since they were separate approvals, we will need Board authorization to increase the amount to be paid on the first invoice to \$6,938.78.

Fund Commitment: None in total, increase of \$1,230.78 to first approval.

Board Action Request: Approve authorization increase to the first approved invoice from \$5,708 to the actual amount of \$6,938.78.

UB Proposal for site work observation for power line reroute and substation area

Discussion: The GCEDC has requested a quote from UB for site work observation services related to earth work for the power line reroute and the substation construction. This quote is on a per day basis with an estimated time frame of 10 weeks to complete the earth work for the power line reroute and the substation area.

Fund Commitment: Not to exceed \$31,870 to be included in the \$33 million.

Board Action Request: Recommend approval to the full Board of UB contract not to exceed \$31,870.

UB ARCHAEOLOGICAL SURVEY SERVICES AGREEMENT

<p>The Research Foundation for the State University of New York ("Foundation") on behalf of the University at Buffalo ("University")</p> <p>Address: 520 Lee Entrance, Suite 211, Amherst, NY 14228-2567</p> <p>Phone: 716-645-2634</p> <p>Fax: 716-645-2760</p>	<p>Company ("Company")</p> <p>Genesee County Economic Development Center</p> <p>Address: 99 MedTech Drive, Suite 106 Batavia, NY 14020</p> <p>Phone: (585) 343-4866, ext. 17</p> <p>Fax: (585) 343-0848</p>
<p>+University Information</p> <p>Name: The Archaeological Survey of the State University of New York at Buffalo</p> <p>Address: 380 MFAC, Ellicott Complex Buffalo, New York, 14261-0026</p> <p>Contact: Douglas J. Perrelli, Ph.D., RPA</p> <p>Email: perrelli@buffalo.edu</p> <p>Phone: (716) 645-2297</p>	<p>Send invoice to: Genesee County Economic Development Center</p> <p>Attn: Mark A. Masse, CPA Senior Vice President of Operations</p> <p>Address: 99 MedTech Drive, Suite 106 Batavia, NY 14020</p> <p>Phone: (585) 343-4866, ext. 17</p>
<p>Make checks payable to: The Research Foundation for the State University of New York</p>	

PURPOSE

Company desires and Foundation is willing to perform the work as described below ("Work") for COMPANY ("Company"):

Work description is as described in the scope of work ("Scope of Work"), which is attached as Exhibit A hereto and made part of this Agreement.

Such Work is in the mutual interest and benefit of Foundation and Company and will further the educational and research purposes of University. The Work will begin within seven (7) days of receiving an executed copy this Services Agreement (the "Agreement").

TERMS

Company agrees to the following conditions concerning the Work:

1. **Reports.** Company will own all data and reports generated by Foundation in performance of the Work ("Deliverables"). Company hereby grants Foundation a nonexclusive license to use all data for noncommercial research and educational purposes subject to the confidentiality restrictions of this Agreement.
2. **Confidentiality.** "Confidential Information" means any Company-provided materials, written information and data marked "Confidential" or non-written information and data disclosed which is identified at the time of disclosure as confidential and is reduced to writing and transmitted to Foundation within thirty (30) days of such non-written disclosure. Foundation hereby agrees to use the same degree of care it uses to protect its own confidential information to a) maintain for a period of five (5) years the confidential information obtained from Company pursuant to this Agreement and sent to the University Service Center Contact listed above; and b) maintain as confidential any data arising out of the Work until Company has had the opportunity to review the same. Publications, if any, will be limited to new scientific information regarding the Work performed and Foundation will use reasonable efforts not to disclose proprietary processes or methods of Company or the nature or composition of materials provided by Company. Foundation will provide company with thirty (30) days to review any manuscripts or proposed publications arising out of Work. Foundation's obligations hereunder do not apply to information in the public domain, or independently known or obtained by Foundation.
3. **Payment.** Company will pay the Foundation for the Work performed in accordance with the terms set forth in Exhibit A.
4. **Warranties and Indemnification.** Except as otherwise expressly set forth herein, Foundation makes no representations and extends no warranties of any kind, either express or implied, including, but not limited to, any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranties related to work, data or reports. All materials Foundation provides under this agreement are provided "as-is". No warranty or representation is made that anything made, used, generated, developed, sold or commercially transferred under the terms of this agreement will be free from infringement of any third party patents or copyrights. In no event will Foundation be liable for any incidental, special or consequential damages resulting from the use of the data, including for lost profits, lost data or downtime, whether or not Foundation has been advised of the possibility of such damages. Company agrees to indemnify and hold harmless the Foundation, the State University of New York, and the State of New York against any and all claims, damage and expenses of whatsoever nature arising from, growing out of or related to the negligence or intentional wrongdoing of Company or Company's use of Deliverables.

- 5. **Independent Contractor.** Foundation is performing the Work and duties under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venture with Company.
- 6. **Export Control.** Foundation will not accept export-controlled materials or technical information under this Agreement. Company warrants that material and technical information provided to Foundation are not subject to U.S. Export Control laws.
- 7. **Entire Agreement.** This Agreement and the attached Scope of Work contain the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writing between the parties on the subject matter of this Agreement. If there is any conflict between the terms of the Scope of Work and this Agreement, this Agreement will control. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of such document are hereby deleted in their entirety. This Agreement may not be amended in any manner except by an instrument in writing signed by the parties.
- 8. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, or other electronic transmission by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile, email, or other electronic means as if the original had been received, and the parties may execute the Agreement using electronic or digital signatures

COMPANY

FOUNDATION

By _____
Name:

By _____
Name:

Title:

Title:

Date:

Date:

Exhibit A: Scope of Work

Project Name: Task 22.35 Archaeological monitoring for construction activities for Powerline Relocation and 22 ac Substation Construction in the STAMP development area, Genesee County, New York, for Genesee County Economic Development Center.

Work to be Performed: The Archaeological Survey of the State University of New York at Buffalo will conduct full and half-days of archaeological monitoring for a set fee that includes travel and on-site construction monitoring of construction work by a single qualified professional archaeologist. The goal will be to determine National Register eligibility potential of any archaeological deposits identified during the construction monitoring. We will conduct surface inspection of all exposed soil surfaces with some subsurface testing in the form of trowel scraping of soil stains to explore their archaeological potential. Soil stains will be photographed. Stains that can be ruled out as cultural features will not be documented further. Soils stains that appear to be cultural features will need to be excavated separately at additional cost. This process will be used to monitor construction for a 22 acre +/- proposed electrical substation as well as the full length of powerline relocation. Ubstation work is budgeted at seven (7) full days of monitoring and the powerline relocation is budgeted at 50 days of earth moving activities as estimated by GCEDC. Following the completion of fieldwork, a brief report detailing the various aspects of the study will be produced for sponsor and agency review. All work is intended to comply with State Historic Preservation Office (SHPO) and New York Archaeological Council (NYAC) standards.

Cost of Work to be Performed: The fixed cost for one full day (7.5 hours) of on-site construction monitoring in the STAMP project area is **\$ 650.00** and covers all SHPO and THPO consultation, travel, fieldwork, end-of-field letter report and EOF report upload to OPRHP/CRIS. The fixed cost for one half-day (4 hours) of on-site construction monitoring in the STAMP project area is **\$ 350.00** and covers all SHPO and THPO consultation, travel, fieldwork, end-of-field letter report and EOF report upload to OPRHP/CRIS. **This project budget assumes 57 full days of monitoring for planning purposes, resulting in a not-to-exceed cost estimate of \$ 31,870.**

Period of Performance: Project work as outlined above can begin within 7 days of notice to proceed. Client requests project fieldwork to begin on or about September 1, 2022 and take up to 57 days. An end-of-field report briefly summarizing the results of the monitoring work will be issued within 3 weeks of the completion of fieldwork.

Payment Terms: An invoice for payment in full for the services performed will be issued upon completion of the DRAFT final report on the date it is sent to for your review. Installment payments to cover on-going field work costs will be requested monthly for projects that last for more than one month and will be itemized to reflect each half and full day of work performed. Payment is due within 30 days from the date of the invoice. Payments should be sent to:

The Research Foundation for the State University of New York
The UB Commons Suite 211
520 Lee Entrance
Amherst, NY 14228-2567