

**Genesee County Economic Development Center
Meeting Agenda**

Thursday, December 2, 2021

Location: Innovation Zone Conference Room, Suite 107 and Electronically via Zoom

PAGE #

1.0	Call to Order	4:00 pm
	Presentation – Mega Properties (Zoom)	4:00 pm
	1.1 Enter Executive Session	4:10 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.	
	1.2 Enter Public Session	4:35pm
2.0	Chairperson’s Report & Activities	4:35pm
	2.1 Upcoming Meetings:	
	Next Scheduled Board Meeting: Thursday, December 16th at 4:00 p.m.	
	Employment & Comp Committee Meeting: Thursday, December 16 th at 3:00 p.m.	
	Audit & Finance Committee Meeting: Tuesday, January 11 th at 8:30 a.m.	
	STAMP Committee Meeting: Tuesday, January 11 th at 10:30 a.m.	
	Employment & Comp Committee Meeting: Thursday, January 13 th at 3 p.m.	
	Board Meeting: January 13 th at 4 p.m.	
	2022 Draft Meeting Schedule	
	2.2 Agenda Additions / Deletions / Other Business **Vote	
	2.3 Minutes: October 25, 2021 **Vote	
3.0	Report of Management –	4:40pm
	3.1 A. Vanderhoof Acknowledgement	
	3.2 Chandy Kemp – Genesee County Legislature-Appointed Board Member	
	3.3 Mega Properties - Initial Resolution **Vote – C. Suozzi	
	3.4 Valiant Real Estate / NY Bus Sales – Final Resolution **Vote – C. Suozzi	
4.0	Audit & Finance Committee – M. Gray	4:55pm
	4.1 October 2021 Financial Statements **Vote	
	4.2 Cleaning Services **Vote	
	4.3 Insurance Renewal **Vote	
	4.4 County Mowing Contract **Vote	
	4.5 e3communications Contract **Vote	
	4.6 Greater Rochester Enterprise Contract **Vote	
	4.7 Invest Buffalo Niagara Contract **Vote	
5.0	Governance & Nominating Committee – C. Yunker	5:15pm
	5.1 Nothing at this time.	
6.0	STAMP Committee – P. Zeliff	5:15pm
	6.1 Visual Impact Study **Vote	
	6.2 Underground Tank Remediation **Vote	
	6.3 National Grid Marshalling Yard Agreement **Vote	
	6.4 Reimbursement Agreement with the Town of Shelby **Vote	
	6.5 Approval of Easement Agreement & Payment **Vote	
	6.6 Consultant for Evaluation of Traditional Cultural Property (TCP) Issues **Vote	
	6.7 e3communications STAMP Contract **Vote	
7.0	Employment & Compensation Committee – T. Bender	5:35pm
	7.1 Nothing at this time.	
8.0	Housing Committee – P. Battaglia	5:35pm
	8.1 Nothing at this time.	
9.0	Other Business	5:35pm
	9.1 Nothing at this time.	
10.0	Adjournment	5:35pm

2-3

4-9

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25-80

81-84

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86-87

88-89

90-92

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95-100

101-103

104-107

108-118

119-135

136-139

140-143

GCEDC/GGLDC 2022 Meeting Schedule

JANUARY

Tuesday, January 11, 2022	GCEDC/GGLDC Audit & Finance Committee	8:30am
Tuesday, January 11, 2022	GCEDC STAMP Committee	10:30am
Thursday, January 13, 2022	GCEDC Employment & Compensation Committee	3pm
Thursday, January 13, 2022	GCEDC/GGLDC Board Meeting [Board Photos]	4pm

FEBRUARY

Tuesday, February 1, 2022	GCEDC/GGLDC Audit & Finance Committee	8:30am
Tuesday, February 1, 2022	GCEDC STAMP Committee	10:30am
Thursday, February 3, 2022	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, February 3, 2022	GCEDC/GGLDC Board Meeting	4pm

MARCH

Tuesday, March 1, 2022	GCEDC/GGLDC Audit & Finance Committee	8:30am
Tuesday, March 1, 2022	GCEDC STAMP Committee	10:30am
Thursday, March 3, 2022	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, March 3, 2022	GCEDC/GGLDC Board Meeting	4pm
Tuesday, March 22, 2022	GCEDC STAMP Committee	10:30am – Adj. per below
Thursday, March 24, 2022	GCEDC/GGLDC Audit & Finance Committee	3pm – Audit & PARIS 3/31 deadline
Thursday, March 24, 2022	GCEDC/GGLDC Board Meeting	4pm – Audit & PARIS 3/31 deadline
Friday, March 25, 2022	Annual Meeting - Tentative	12pm

APRIL

No Meetings Scheduled

MAY

Tuesday, May 3, 2022	GCEDC/GGLDC Audit & Finance Committee	8:30am
Tuesday, May 3, 2022	GCEDC STAMP Committee	10:30am
Thursday, May 5, 2022	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, May 5, 2022	GCEDC/GGLDC Board Meeting	4pm
Tuesday, May 31, 2022	GCEDC/GGLDC Audit & Finance Committee	8:30am
Tuesday, May 31, 2022	GCEDC STAMP Committee	10:30am

JUNE

Thursday, June 2, 2022	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, June 2, 2022	GCEDC/GGLDC Board Meeting	4pm

JULY

Tuesday, July 5, 2022	GCEDC/GGLDC Audit & Finance Committee	8:30am
Tuesday, July 5, 2022	GCEDC STAMP Committee	10:30am
Thursday, July 7, 2022	GCEDC/GGLDC Board Meeting	4pm

AUGUST

Tuesday, August 2, 2022	GCEDC/GGLDC Audit & Finance Committee	8:30am – GCEDC Budget Workshop
Tuesday, August 2, 2022	GCEDC STAMP Committee	10:30am

Thursday, August 4, 2022

Tuesday, August 30, 2022

Tuesday, August 30, 2022

GCEDC/GGLDC Board Meeting

GCEDC/GGLDC Audit & Finance Committee

GCEDC STAMP Committee

4pm - Glow Corporate Cup

8:30am – GCEDC Draft Budget Review

10:30am

SEPTEMBER

Thursday, September 1, 2022

GCEDC/GGLDC Board Meeting

4pm

OCTOBER

Tuesday, October 4, 2022

Tuesday, October 4, 2022

Thursday, October 6, 2022

Tuesday, October 25, 2022

Tuesday, October 25, 2022

Thursday, October 27, 2022

GCEDC/GGLDC Audit & Finance Committee

GCEDC STAMP Committee

GCEDC/GGLDC Board Meeting

GCEDC/GGLDC Audit & Finance Committee

GCEDC STAMP Committee

GCEDC/GGLDC Board Meeting

8:30am – GGLDC Budget Workshop

10:30am

4pm

8:30am – GGLDC Draft Budget Review

10:30am

4pm – 11/2 Budget Deadline

NOVEMBER

Tuesday, November 29, 2022

Tuesday, November 29, 2022

GCEDC/GGLDC Audit & Finance Committee

GCEDC STAMP Committee

8:30am

10:30am

DECEMBER

Thursday, December 1, 2022

Thursday, December 1, 2022

Thursday, December 15, 2022

Thursday, December 15, 2022

GCEDC Employment & Compensation Committee

GCEDC/GGLDC Board Meeting

GCEDC Employment & Compensation Committee

GCEDC/GGLDC Board Meeting

3pm

4pm

3pm

4pm

2.1



**GCEDC Board Meeting
Monday, October 25, 2021
Location: Innovation Zone & Electronically
10:30 AM**

GCEDC MINUTES

Attendance

Board Members: C. Yunker, M. Clattenburg (Video Conference), P. Zeliff, M. Gray, P. Battaglia (Video Conference), T. Bender (Video Conference)
Staff: L. Farrell, M. Masse, J. Krencik, S. Hyde, C. Suozzi, P. Kennett, L. Casey
Guests: R. Crossen (Town of Alabama Supervisor)
Absent: A. Vanderhoof

1.0 Call to Order

P. Zeliff called the meeting to order at 10:30 a.m. in the Innovation Zone.

1.1 Enter Executive Session

M. Gray made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 10:31 a.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 C. Yunker and approved by all members present.

R. Crossen joined the meeting at 10:34 a.m. during executive session.

1.2 Enter Public Session

C. Yunker made a motion to enter back into public session at 10:58 a.m., seconded by M. Gray and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

- Next Scheduled Board Meeting: Thursday, December 2nd at 4:00 p.m.**
- Audit & Finance Committee Meeting: Tuesday, November 30th at 8:30 a.m.
- STAMP Committee Meeting: Tuesday, November 30th at 10:30 a.m.
- Employment & Comp Committee Meeting: Thursday, December 2nd at 3:00 p.m.
- Employment & Comp Committee Meeting: Thursday, December 16th at 3:00 p.m.
- Board Meeting: Thursday, December 16th at 4:00 p.m.

2.2 Agenda Additions / Deletions / Other Business -

P. Zeliff made a motion to add agenda item 6.1 as “Reimbursement agreement with the Town of Shelby”; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference)	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes
M. Clattenburg -	Yes (Video Conference)	M. Gray -	Yes
A. Vanderhoof -	Absent		

The item was added to the agenda.

2.3 Minutes: October 7, 2021

T. Bender made a motion to approve the October 7, 2021 minutes as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference)	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes
M. Clattenburg -	Yes (Video Conference)	M. Gray -	Yes
A. Vanderhoof -	Absent		

The item was approved as presented.

3.0 Report of Management

3.1 Ellicott Station LLC & Ellicott Station Commercial LLC Updated Resolution - The Ellicott Station project has a few updates that need to be approved through a revised resolution. There are three items that have been revised since the original approval:

1. With respect to the mortgage closing later this month, both Ellicott Station, LLC and Ellicott Station Commercial, LLC will each be granting one another access easements to construct each facility. The various leaseback agreements require the IDA consent to such. Included with meeting materials was a resolution whereby the board consents to each entity the necessary easement(s).
2. The estimated amount of the mortgage is being increased from \$20 million to \$26,250,850 million which will result in an increase to the mortgage tax exemption from \$200,000 to \$262,508.50.
3. The terms of the Residential PILOT and the Commercial PILOT, specifically, the fixing of the Base Valuation (as defined in the Residential PILOT and Commercial PILOT, respectively) during the Interim Tax Years (as further specified in the Residential PILOT and Commercial PILOT, respectively) results in a benefit to the company which in turn takes the PILOT from 30 years to 33 years. Normally the GCEDC PILOTS have companies pay 100% of any interim assessed value during construction so that does not qualify as a benefit since they are paying 100%. In this instance we are fixing the assessed value during the interim construction period,

which could potentially give rise to a benefit. The GCEDC is seeking Board approval of this difference.

Fund Commitment: None.

Resolution No. 10/2021 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING (i) THE EXECUTION AND DELIVERY OF AN UP TO \$26,250,850.00 AGGREGATE PRINCIPAL AMOUNT MORTGAGE FOR THE ELLICOTT STATION LLC PROJECT AND ELLICOTT STATION COMMERCIAL LLC PROJECT, (ii) THE AGENCY TO CONSENT TO THE GRANTING OF RECIPROCAL EASEMENTS BY ELLICOTT STATION AND ELLICOTT STATION COMMERCIAL AND TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION THEREWITH, AND (iii) THE RATIFICATION OF CERTAIN TERMS OF CERTAIN TAX AGREEMENTS RELATING TO THE ELLICOTT STATION LLC PROJECT AND ELLICOTT STATION COMMERCIAL LLC PROJECT.

P. Battaglia made a motion to approve authorizing resolution #10/2021-01 to address the three items outlined above; item one is contingent upon Harris Beach legal review concurrence of the agreements; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference)	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes
M. Clattenburg -	Yes (Video Conference)	M. Gray -	Yes
A. Vanderhoof -	Absent		

The item was approved as presented.

4.0 Audit & Finance Committee

4.1 September 2021 Financial Statements - L. Farrell reviewed the September 2021 financial statements with the Board. The following was noted:

- There were large expenditures for STAMP paid using the \$33M, \$8M and County \$4M grant funds in September. On the P & L we recognized \$675,000 of grant revenue related to those expenditures.
- We collected the origination fee of approximately \$47,000 from Batavia Special Needs.
- Other than the above-mentioned items, there is normal monthly activity on the income statements for all funds.

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

M. Gray made a motion to approve the September 2021 Financial Statements as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference)	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes
M. Clattenburg -	Yes (Video Conference)	M. Gray -	Yes

A. Vanderhoof – Absent

The item was approved as presented.

4.2 GCEDC 1+3 Budget- L. Farrell presented the 1+3 budget to the Committee for review. She noted that the 2021 projection numbers and 2022 Budget was approved at the last Board meeting. The budget was then extended another 3 years. The 1+3 Budget must be entered into the NYS Public Authorities Reporting Information System (PARIS) online. It was noted that most line items show a 3% increase year over year. The line items with an asterisk are those that could be estimated more accurately as more information was available or schedules were utilized.

C. Yunker noted that given the recent spike in inflation, an estimated 3% increase year over year may not be sufficient. L. Farrell responded that this was also discussed at the Committee level and it is simply a forecast and not a formal approval of the budgets for years 2023-2025.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the GCEDC 1+3 Budget as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference)	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes
M. Clattenburg -	Yes (Video Conference)	M. Gray -	Yes
A. Vanderhoof -	Absent		

The item was approved as presented.

4.3 Auditor Selection- L. Farrell presented an engagement letter from Mostert, Manzanero & Scott, LLC for 2021 audit services for \$10,300, which is an increase of 3% from last year's fee. If a single audit is required, there will be an additional charge of approximately \$2,000. She also stated that this is David Brownell's fifth and final year as engagement partner in charge.

This was recommended for approval by the Committee.

M. Gray made a motion to authorize the engagement letter with Mostert, Manzanero & Scott, LLC for 2021 auditing services, the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference)	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zelif -	Yes
M. Clattenburg -	Yes (Video Conference)	M. Gray -	Yes
A. Vanderhoof -	Absent		

The item was approved as presented.

4.4 Agricultural Land Lease - The standard agricultural land lease agreement and list of intended lessees was included with meeting materials for review. The list of intended lessees is provided to avoid any conflicts. If there are any changes, an amended list of lessees will be brought forward to the Board for approval. The one-year lease agreement template was originally drafted by Phillips Lytle.

P. Zeliff noted that any lessees that may be impacted by the settlement terms with the Nation that limit the use of pesticides and herbicides must be notified.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the 2022 Agricultural Land Lease agreement as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference)	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes
M. Clattenburg -	Yes (Video Conference)	M. Gray -	Yes
A. Vanderhoof -	Absent		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zeliff

6.1 Reimbursement agreement with the Town of Shelby – The reimbursement agreement will be brought forward at the next Board meeting.

Fund Commitment – Not to exceed \$5,000 to be included in the \$8M.

P. Zeliff made a motion to expend up to \$5,000 to enter a reimbursement agreement with the Town of Shelby to complete a peer review of the hydrology study that was done for the Sewer Works; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference)	C. Yunker -	Yes
T. Bender -	Yes (Video Conference)	P. Zeliff -	Yes
M. Clattenburg -	Yes (Video Conference)	M. Gray -	Yes
A. Vanderhoof -	Absent		

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, C. Yunker made a motion to adjourn at 11:10 a.m., which was seconded by M. Gray and passed unanimously.

M&S
12/3/21

Customer Information

Potential Customer:	Mega Properties, Inc	Opportunity Type:	Attraction
Proj. St. Address:	4320 Federal Drive	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	//Batavia	Type of Project:	Attraction
Proj. Description:	2021 Aludyne building	New Jobs:	11 ✓
Total Capital Investment:	\$8,500,000	Retained Jobs:	9 ✓
Incentive Amount:	\$603,847	School District:	Batavia
Benefited Amount:	\$8,500,000	PILOT Applicable:	

Project Information

Organization:	GCEDC		
Opportunity Source:	Commercial Real Estate Broker	Date of Public Hearing:	tbd
Initial Acceptance Date:	Inducement Date:		
Opportunity Summary:	<p>Mega Properties, Inc. is proposing to purchase the former Aludyne (Chassix) building (147,000 sq ft) on Federal Drive in the town of Batavia. The project is investing \$8.5 million and is pledging to create 11 FTEs with an average salary range of \$30,000-\$80,000 annually plus benefits. The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$483,847), a sales tax abatement (\$60,000), and a mortgage tax exemption (\$60,000).</p>		
Economic Impact:	For every \$1 of public benefit, the company is investing \$7 into the local economy		

Project Costs (Total Capital Investment)

Building Cost (Construction):	\$0	Capital Improvements:	\$0
Equipment (non-taxable):	\$0	Equipment (Taxable) / Other Proj Investment:	\$750,000 ✓
Land Cost (Real Estate):	\$7,750,000 ✓		
Total Capital Investment:	\$8,500,000 ✓		

Estimated Benefits Provided

Sales Tax Exempt:	\$60,000 ✓	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$60,000 ✓	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$483,847 ✓		
Total Estimated Tax Incentives Provided:	\$603,847		
Total Amount Finance:	\$6,000,000		
Mortgage Amount:	\$6,000,000	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	
City of Batavia:	\$0	Other Amount:	\$0
Chamber of Commerce:			
Total Amount Finance:	\$6,000,000		



Client Company Investment Project Financial Assistance PROPOSAL

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

Project Profile:

Company: Mega Properties - Aludyne

Project Description: non-mfg equipment

Project Cost: building cost \$750,000

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

Inputs: building cost \$750,000

Date: 11/8/21

Start Date:

60% bldg cost + non mfg equipt

	1 Year View	3 Year View	Project Lifetime	current
Sales Tax Exemption (Savings):	\$ 60,000	\$ 60,000	\$ 60,000	Proposed
Mortgage Tax Exemption (Savings):	\$ 60,000	\$ 60,000	\$ 60,000	Increase
Real Property Tax Abatement (PILOT):				
Average Abatement (savings %) over project life				
PILOT Term in years	10	40%		
Gross Property Tax Costs	\$ 80,641	\$ 241,924	\$ -	3,520,000
Payment Schedule (% Real Property Taxes Paid)				5,880,000
Net Required Property Tax payments per PILOT				2,360,000
PILOT Real Property Tax Savings (Next taxable year)	\$ 80,641	\$ 241,924	\$ 483,847	
Total Tax Savings via Sale/Leaseback (SLB)	\$ 200,641	\$ 361,924	\$ 603,847	

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

Revolving Loan Fund (RLF):

Loan Factors:	Term in mo	RLF APR	Prime + 1%
Interest Rate Savings:	\$ -	\$ -	\$ -
Gross Cost Savings via GCEDC programs:	\$ 200,641	\$ 361,924	\$ 603,847

Participation Fees (Costs):

GCEDC Application Fee (non-refundable):	\$ 250
GCEDC Project Fee (% Total Project Cost):	\$ 106,250
Legal Fees: SLB (Contract Development, Documentation, Filing fees)	\$ 12,500
Legal Fees: RLF (Contract Development, Documentation, Filing fees)	\$ -
Total Participation Fees:	\$ 119,000

Summary:

Total Costs Savings / Benefits via GCEDC programs(after participation f	National Grid	Total Savings
\$ 81,641	\$ 242,924	\$ 484,847
Total Benefits as % Total Project Cost:	1%	6%
Return on Investment (ROI) = Net Savings / Participation Fees:	69%	407%

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!

3.3

Gross Property Tax Per Year \$ 80,641

Year of Exemption	% of Paid Taxes	Net Savings	Municipalities Tax to be Paid	Total
1	20%	\$64,513	\$ 16,128	\$80,641
2	20%	\$64,513	\$ 16,128	\$80,641
3	20%	\$64,513	\$ 16,128	\$80,641
4	30%	\$56,449	\$ 24,192	\$80,641
5	30%	\$56,449	\$ 24,192	\$80,641
6	30%	\$56,449	\$ 24,192	\$80,641
7	50%	\$40,321	\$ 40,321	\$80,641
8	50%	\$40,321	\$ 40,321	\$80,641
9	70%	\$24,192	\$ 56,449	\$80,641
10	80%	\$16,128	\$ 64,513	\$80,641
Total	40%	\$483,847	\$322,565	\$806,412

12

11/18/18

Cost-Benefit Analysis for Mega Properties, Inc

Prepared by Genesee County Economic Development Center using Informa Analytics

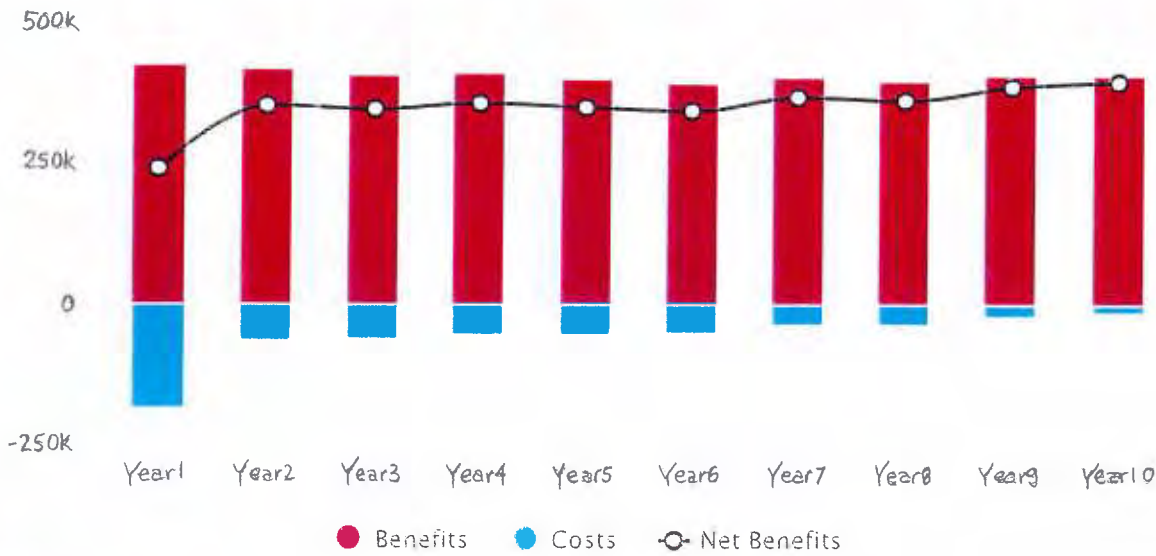
Executive Summary

INVESTOR	TOTAL JOBS	TOTAL INVESTED	LOCATION	TIMELINE
Mega Properties, Inc	11 Ongoing; 0 Temporary	\$8.5 Million	4320 Federal Drive Batavia, NY 14020	10 Years

3.1

Discounted* Net Benefits for Mega Properties, Inc by Year

Total Net Benefits: \$3,492,000



Discounted at 2%

3.2

Total Jobs

Temporary



3.3

Total Payroll

Temporary



Proposed Investment

Mega Properties, Inc proposes to invest \$8.5 million at 4320 Federal Drive Batavia, NY 14020 over 10 years. Genesee County Economic Development Center staff summarize the proposed with the following: The company is purchasing an existing 147,000 sq ft in the town of Batavia.



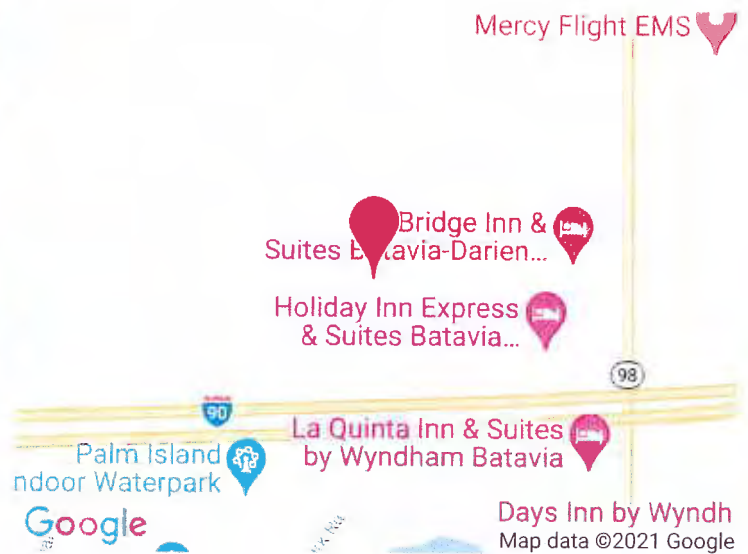
Proposed Investments

Description	Amount
OTHER SPENDING	
Building purchase	\$7,750,000
Other equipment	\$750,000
Total Investments	\$8,500,000
Discounted Total (2%)	\$8,500,000

May not sum to total due to rounding.



Location of Investment



Cost-Benefit Analysis

A cost-benefit analysis of this proposed investment was conducted using InformAnalytics, an economic impact model developed by CGR. The report estimates the impact that a potential project will have on the local economy based on information provided by Genesee County Economic Development Center. The report calculates the costs and benefits for specified local taxing districts over the first 10 years, with future returns discounted at a 2% rate.

12. TABLE

Estimated Costs or Incentives

Genesee County Economic Development Center is considering the following incentive package for Mega Properties, Inc.

Description	Nominal Value	Discounted Value*
Property Tax Exemption	\$495,000	\$461,000
Sales Tax Exemption	\$59,000	\$59,000
Mortgage Recording Tax Exemption	\$60,000	\$60,000
Total Costs	\$614,000	\$581,000

May not sum to total due to rounding.

* Discounted at 2%

State & Regional Impact (Life of Project)

The following table estimates the total benefits from the project over its lifetime.

Description	Direct	Spillover	Total
REGIONAL BENEFITS	\$4,228,000	\$0	\$4,228,000
To Private Individuals	\$3,850,000	\$0	\$3,850,000
Ongoing Payroll	\$3,850,000	\$0	\$3,850,000
To the Public	\$378,000	\$0	\$378,000
Property Tax Revenue	\$330,000	N/A	\$330,000
Ongoing Sales Tax Revenue	\$48,000	\$0	\$48,000
STATE BENEFITS	\$187,000	\$0	\$187,000
To the Public	\$187,000	\$0	\$187,000
Ongoing Income Tax Revenue	\$138,000	\$0	\$138,000
Ongoing Sales Tax Revenue	\$49,000	\$0	\$49,000
Total Benefits to State & Region	\$4,415,000	\$0	\$4,415,000
Discounted Total Benefits (2%)	\$4,073,000	\$0	\$4,073,000

May not sum to total due to rounding.

TABLE 4

Benefit to Cost Ratio

The following benefit to cost ratios were calculated using the discounted totals.

Description	Benefit*	Cost*	Ratio
Region	\$3,901,000	\$521,000	7:1
State	\$172,000	\$60,000	3:1
Grand Total	\$4,073,000	\$581,000	7:1

May not sum to total due to rounding.

* Discounted at 2%

CGR has exercised reasonable professional care and diligence in the production and design of the InformAnalytics™ tool. However, the data used is provided by users, InformAnalytics does not independently verify, validate or audit the data supplied by users. CGR makes no representations or warranties with respect to the accuracy of the data supplied by users.



Project Name: Mega Properties, Inc

Board Meeting Date: December 2, 2021

May 11/18/21

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

PROJECT DESCRIPTION:

Mega Properties, Inc. is proposing to purchase the former Aludyne (Chassix) building (147,000 sq ft) on Federal Drive in the town of Batavia.

The project is investing \$8.5 million and is pledging to create 11 FTEs with an average salary range of \$30,000-\$80,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$483,847), a sales tax abatement (\$60,000), and a mortgage tax exemption (\$60,000).

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

Project details: The project will retain 9 FTEs and create 11 FTEs with an average salary range \$30,000-\$80,000 annually + 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 is purchasing a recently vacated building and will enhance long term tax base with an investment of \$8,500,000.

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: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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19

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.

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:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project is planning to purchase the facility the first quarter of 2022.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Amey
11/18/21

INITIAL RESOLUTION
(Mega Properties, Inc. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, December 2, 2021.

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

Resolution No. 12/2021 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT") FOR THE BENEFIT OF MEGA PROPERTIES, INC., (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, **MEGA PROPERTIES, INC.**, 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 certain real property located at 4320 Federal Drive in the Town of Batavia, Genesee County, New York (the "Land", being more particularly identified as TMID No. 8.-1-66) and the existing improvements located thereon, consisting principally of an approximately 147,000 square foot building (the "Existing Improvements"), (ii) the planning, design, engineering, reconstruction, renovation and rehabilitation of the Existing Improvements for operation as a distribution center, together with related site and exterior improvements (collectively, 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, the Existing Improvements 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

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21

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 or retain 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 the 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) The Agency has the authority to take the actions contemplated herein under the Act; and

(C) 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.

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:

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

The Resolutions were thereupon duly adopted.

CERTIFICATION
(Mega Properties, Inc. 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 December 2, 2021, with the original thereof on file in 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 _____, 2021.

Secretary

MMS
5/26/2021

GCEDC Opportunity Summary

Created On: 9/9/2021

Customer Information

Potential Customer:	Valiant Real Estate USA Inc.	Opportunity Type:	Business Loans
Proj. St. Address:	Saile Drive	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	//Batavia	Type of Project:	Attraction
Proj. Description:	2021 New York Bus Sales	New Jobs:	24 ✓
Total Capital Investment:	\$4,500,000 ✓	Retained Jobs:	
Incentive Amount:	\$430,120 ✓	School District:	Elba
Benefited Amount:	\$4,500,000	PILOT Applicable:	

Project Information

Organization:	GCEDC
Opportunity Source:	Date of Public Hearing:
Initial Acceptance Date:	9/9/2021 Inducement Date:
Opportunity Summary:	Valiant Real Estate USA, Inc. is proposing to build a new 20,000 sq. ft. facility on the corner of Saile Drive and Call Parkway in the town of Batavia.

The project is investing \$4.5 million and is pledging to create 24 FTEs with an average salary range of \$30,000-\$75,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement estimated at \$160,320, a sales tax abatement estimate at \$224,800, and a mortgage tax exemption estimated at \$45,000.

Economic Impact: For every \$1 of public benefit the company is investing \$50 into the local economy.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$3,350,000 ✓	Capital Improvements:	\$0
Equipment (non-taxable):	\$0	Equipment (Taxable) / Other Proj Investment:	\$450,000 ✓
Land Cost (Real Estate):	\$350,000 ✓	Other:	\$350,000 ✓
Total Capital Investment:	\$4,500,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$224,800 ✓	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$45,000 ✓	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$160,320 ✓		
Total Estimated Tax Incentives Provided:	\$430,120		



MM
8/26/21

Project Name: Valiant Real Estate USA, Inc. (NY Bus Sales)

Board Meeting Date: September 9, 2021

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

PROJECT DESCRIPTION:

Valiant Real Estate USA, Inc. is proposing to build a new 20,000 sq. ft. facility on the corner of Saile Dr and Call Parkway in the town of Batavia.

The project is investing \$4.5 million and is pledging to create 24 FTEs with an average salary range of \$30,000-\$75,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$160,320), a sales tax abatement (\$224,800), and a mortgage tax exemption (\$45,000).

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

Project details: The project will create 24 FTEs with an average salary range \$30,000-\$75,000 annually + 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 \$4,500,000 and build a 20,000-sf facility.

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: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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26

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.

Project details: For every \$1 of public benefit the company is investing \$50 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:

Board Concurrence: YES NO If no, state justification:

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 2021 and be operational by end of 2022.

Board Discussion:

Board Concurrence: YES NO If no, state justification:



Client Company Investment Project Financial Assistance PROPOSAL

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

W-4
8/9/21
specification

Project Profile:

Company: NY Bus

Project Description: Date: 8/9/21

Project Cost: \$ 4,500,000 non-mfg equipment \$800,000

Project Cost subject to Sales Tax: \$ 2,810,000 building cost 3,350,000

Project Cost to be Financed via Mortgage: \$ 4,500,000 60% bldg cost + non mfg equip

Estimated Assessed value of Real Property/Building upon completion*: \$ 800,000 20,000 sq ft

Jobs Created: next 3 years

Jobs Retained: next 3 years

Assessed \$/sqft: 40.00*

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):	\$ 224,800	\$ 224,800	\$ 224,800
Mortgage Tax Exemption (Savings):	\$ 45,000	\$ 45,000	\$ 45,000
Real Property Tax Abatement (PILOT):			\$ 40%
Average Abatement (savings %) over project life			
PILOT Term in years	10		
Gross Property Tax Costs	\$ 33.40	\$ 26,720	\$ 80,160
Payment Schedule (% Real Property Taxes Paid)			60%
Net Required Property Tax payments per PILOT			
PILOT Real Property Tax Savings (Next taxable year)	\$ 26,720	\$ 80,160	\$ 160,320
Total Tax Savings via Sale/Leaseback (SLB):	\$ 296,520	\$ 349,960	\$ 430,120

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

Revolving Loan Fund (RLF):

	Term in mo	RLF APR	Prime + 1%
Financed			
Interest Rate Savings:	\$ -	\$ -	\$ -
Gross Cost Savings via GCEDC programs:	\$ 296,520	\$ 349,960	\$ 430,120

Participation Fees (Costs):

GCEDC Application Fee (non-refundable):	\$ 250
GCEDC Project Fee (% Total Project Cost):	1.25% \$ 56,250
Legal Fees: SLB (Contract Development, Documentation, Filing fees)	\$ 8,000
Legal Fees: RLF (Contract Development, Documentation, Filing fees):	\$ 64,500
Total Participation Fees:	\$ 64,500

Summary:

	5%	6%	8%	National Grid	Total Savings
Total Costs Savings / Benefits via GCEDC programs(after participation f	\$ 232,020	\$ 285,460	\$ 365,620	\$ 100,000	\$ 465,620
Total Benefits as % Total Project Cost:	5%	6%	8%		
Return on Investment (ROI) = Net Savings / Participation Fees:	360%	443%	567%		

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 \$ 26,720

Year of Exemption	% of Paid Taxes	Net Savings	Municipalities		Total
			Tax to be Paid	Total	
1	20%	\$21,376	\$	5,344	\$26,720
2	20%	\$21,376	\$	5,344	\$26,720
3	20%	\$21,376	\$	5,344	\$26,720
4	30%	\$18,704	\$	8,016	\$26,720
5	30%	\$18,704	\$	8,016	\$26,720
6	30%	\$18,704	\$	8,016	\$26,720
7	50%	\$13,360	\$	13,360	\$26,720
8	50%	\$13,360	\$	13,360	\$26,720
9	70%	\$8,016	\$	18,704	\$26,720
10	80%	\$5,344	\$	21,376	\$26,720
Total	40%	\$160,320	\$	\$106,880	\$267,200

Cost-Benefit Analysis for NY Bus Sales

Prepared by Genesee County Economic Development Center using InformAnalytics

MM
8/26/08

Executive Summary

INVESTOR	TOTAL JOBS	TOTAL INVESTED	LOCATION	TIMELINE
Valiant Real Estate USA, Inc. (NY Bus Sales)	45 Ongoing; 33 Temporary	\$4.5 Million	Saile Drive Batavia, NY 14020	10 Years

FIGURE 1

Discounted* Net Benefits for NY Bus Sales by Year

Total Net Benefits: \$20,471,000



FIGURE 2

Total Jobs



FIGURE 3

Total Payroll



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31

Proposed Investment

Valiant Real Estate USA, Inc. (NY Bus Sales) proposes to invest \$4.5 million at Saile Drive Batavia, NY 14020 over 10 years. Genesee County Economic Development Center staff summarize the proposed with the following: Building a new 20,000 sf facility

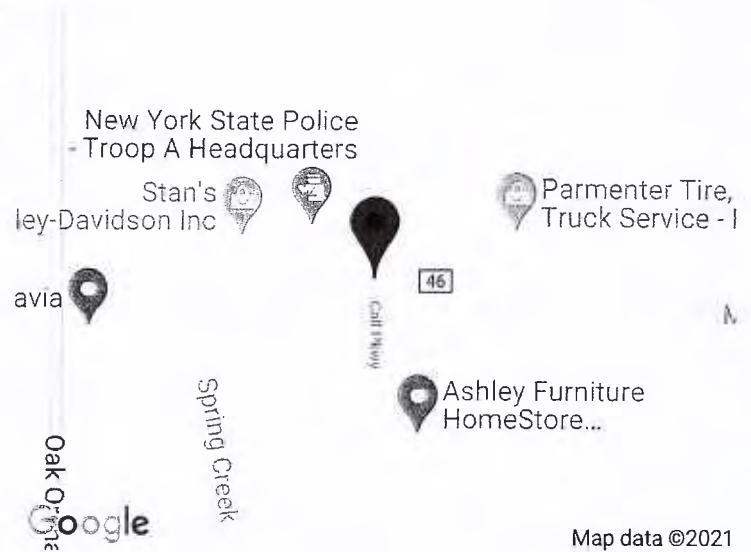
TABLE 1

Proposed Investments

Description	Amount
CONSTRUCTION SPENDING	
20000 sf	\$3,350,000
OTHER SPENDING	
Land	\$350,000
other equipment	\$450,000
other	\$350,000
Total Investments	\$4,500,000
Discounted Total (2%)	\$4,500,000

FIGURE 4

Location of Investment



Map data ©2021

May not sum to total due to rounding.

Cost-Benefit Analysis

A cost-benefit analysis of this proposed investment was conducted using InformAnalytics, an economic impact model developed by CGR. The report estimates the impact that a potential project will have on the local economy based on information provided by Genesee County Economic Development Center. The report calculates the costs and benefits for specified local taxing districts over the first 10 years, with future returns discounted at a 2% rate.

TABLE 2

Estimated Costs or Incentives

Genesee County Economic Development Center is considering the following incentive package for Valiant Real Estate USA, Inc. (NY Bus Sales).

Description	Nominal Value	Discounted Value*
Property Tax Exemption	\$162,000	\$151,000
Sales Tax Exemption	\$223,000	\$223,000
Mortgage Recording Tax Exemption	\$45,000	\$45,000
Total Costs	\$430,000	\$419,000

May not sum to total due to rounding.

* Discounted at 2%

TABLE 3

State & Regional Impact (Life of Project)

The following table estimates the total benefits from the project over its lifetime.

Description	Direct	Spillover	Total
REGIONAL BENEFITS	\$8,649,000	\$12,785,000	\$21,434,000
Temporary Payroll	\$1,235,000	\$391,000	\$1,626,000
Ongoing Payroll	\$7,200,000	\$12,237,000	\$19,437,000
Property Tax Revenue	\$108,000	N/A	\$108,000
Temporary Sales Tax Revenue	\$15,000	\$5,000	\$20,000
Ongoing Sales Tax Revenue	\$90,000	\$152,000	\$242,000
STATE BENEFITS	\$421,000	\$776,000	\$1,198,000
Temporary Income Tax Revenue	\$55,000	\$19,000	\$74,000
Ongoing Income Tax Revenue	\$259,000	\$598,000	\$857,000
Temporary Sales Tax Revenue	\$16,000	\$5,000	\$21,000
Ongoing Sales Tax Revenue	\$91,000	\$155,000	\$246,000
Total Benefits to State & Region	\$9,070,000	\$13,561,000	\$22,631,000
Discounted Total Benefits (2%)	\$8,430,000	\$12,461,000	\$20,890,000

May not sum to total due to rounding.

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34

TABLE 4

Benefit to Cost Ratio

The following benefit to cost ratios were calculated using the discounted totals.

Description	Benefit*	Cost*	Ratio
Region	\$19,785,000	\$284,000	70:1
State	\$1,105,000	\$135,000	8:1
Grand Total	\$20,890,000	\$419,000	50:1

May not sum to total due to rounding.

* Discounted at 2%

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Incentives for NY Bus Sales

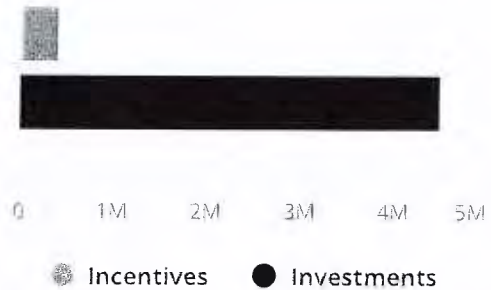
TABLE 1

Estimated Incentives & Fees

Description	Amount
Property Tax Exemption	\$162,000
Sales Tax Exemption	\$223,000
Mortgage Recording Tax Exemption	\$45,000
Total Project Incentives	\$430,000
Discounted Total (2%)	\$419,000

FIGURE 1

Incentives & Investments



May not sum to total due to rounding.

TABLE 2

Estimated Property Tax Paid by Year*

Year	Total
1	\$5,000
2	\$5,000
3	\$5,000
4	\$8,000
5	\$8,000
6	\$8,000
7	\$14,000
8	\$14,000
9	\$19,000
10	\$22,000

May not sum to total due to rounding. * Figures assume constant property tax rates and are not discounted.

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36

CGR has exercised reasonable professional care and diligence in the the production and design of the InformAnalytics™ tool. However, the data used is provided by users. InformAnalytics does not independently verify, validate or audit the data supplied by users. CGR makes no representations or warranties with respect to the accuracy of the data supplied by users.

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11/22/21

FINAL RESOLUTION
(Valiant Real Estate USA Inc. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, December 2, 2021.

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

Resolution No. 12/2021 - _____

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 OCTOBER 5, 2021, WITH RESPECT TO THE VALIANT REAL ESTATE USA INC. (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 THE STATE OF NEW YORK; 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, **VALIANT REAL ESTATE USA INC.**, 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 interest in certain real property located at Saile Drive in the Town of Batavia, Genesee County, New York (the "Land", being identified as TMID Nos. 4.-1-60 and 4.-1-25.116), (ii) the planning, design, engineering, construction and operation of an

3.4

approximately 20,000 square foot facility, consisting of (a) service/repair bays for school buses, (b) office and meeting/training room related space, (c) space for housing school bus related parts, and (d) related site and exterior improvements (collectively, 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 or 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 (collectively, the "Financial Assistance"); and

WHEREAS, on September 9, 2021, 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, October 5, 2021, 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.

3.4

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 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 and the Company's certifications therein, 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 Town of Batavia Planning Board (the "Board") 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 Board issued a Negative Declaration on November 16, 2021 (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, October 5, 2021, 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

3.4

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 of the 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 **\$2,810,000**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$224,800**. 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

3.4

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 **September 30, 2022** (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 **\$4,500,000**, 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 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.

3.4

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

(Valiant Real Estate USA Inc. 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 December 2, 2021, 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 _____, 2021.

Secretary

3.4

44

Exhibit A

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

[Attached Hereto]

3.4

Exhibit A

45



NOTICE LETTER
VALIANT REAL ESTATE USA INC. PROJECT

September 17, 2021

To: Chief Executive Officers of
Affected Taxing Jurisdiction Listed on Attached Schedule A

Re: Genesee County Industrial Development Agency d/b/a Genesee County
Economic Development Center and Valiant Real Estate USA Inc.:
Public Hearing

Ladies and Gentlemen:

On Tuesday, October 5, 2021, at 3:00 p.m., local time, at Batavia Town Hall, 3833 West Main Street Road, Batavia, New York 14020, 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. Enclosed is a copy of the Notice of Public Hearing describing the project and the financial assistance being contemplated by the Agency. The Notice has been submitted to *The Batavia 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 the New York 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/571760503>.

Very truly yours,

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

Enclosure

3.4

47

Schedule A

Chief Executive Officers
of Affected Tax Jurisdictions

Via Certified Mail

Genesee County Manager
Genesee County Courthouse
Old Courthouse
7 Main Street
Batavia, New York 14020

Via Certified Mail

Genesee County Legislature
Attn: Chairman
Old Courthouse
7 Main Street
Batavia, New York 14020

Via Certified Mail

Town of Batavia
Attn: Town Supervisor
Batavia Town Hall
3833 West Main Street Road
Batavia, New York 14020

Via Certified Mail

Elba Central School District
Attn: Board of Education President
7 South Main Street
PO Box 370
Elba, New York 14058

Via Certified Mail

Elba Central School District
Attn: Superintendent
7 South Main Street
PO Box 370
Elba, New York 14058

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, October 5, 2021, at 3:00 p.m., local time, at Batavia Town Hall, Conference Room, 3833 West Main Street Road, Batavia, New York, 14020, in connection with the following matter:

Valiant Real Estate USA, Inc., 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 interest in certain real property located at Saile Drive in the Town of Batavia, Genesee County, New York (the "Land", being identified as TMID Nos. 4.-1-60 and 4.-1-25.116), (ii) the planning, design, engineering, construction and operation of an approximately 20,000 square foot facility, consisting of (a) service/repair bays for school buses, (b) office and meeting/training room related space, (c) space for housing school bus related parts, and (d) related site and exterior improvements (collectively, 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 (or retain) 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 to the Company in the form of sales and use tax exemptions and a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement (collectively, the "Financial Assistance").

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/ https://vimeo.com/605762858](https://vimeo.com/https://vimeo.com/605762858).

Dated: September 21, 2021

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

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49

AFFIDAVIT OF PUBLICATION

Batavia Daily News

State of New York,

County of, Genesee

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:

September 21, 2021

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.



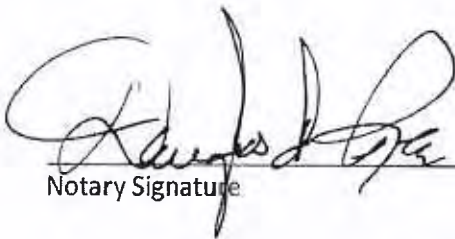
Signature

Eliot T. Putnam

Printed Name

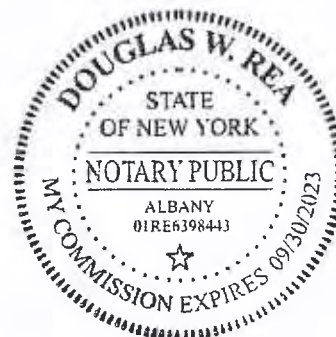
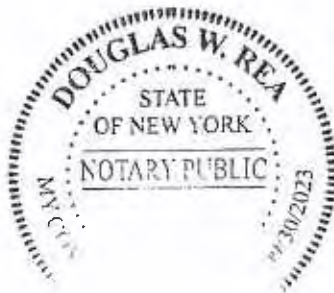
Subscribed and sworn to before me,

This 22 day of September 2021



Notary Signature

Notary Public Stamp



3.4

Harris Beach PLLC

AFFIDAVIT OF PUBLICATION*Batavia Daily News*

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, October 5, 2021, at 3:00 p.m., local time, at Batavia Town Hall, Conference Room, 3833 West Main Street Road, Batavia, New York, 14020, in connection with the following matter:

Valliant Real Estate USA, Inc., 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 interest in certain real property located at Saile Drive in the Town of Batavia, Genesee County, New York (the "Land", being identified as TMID Nos. 4.-1-60 and 4.-1-25.116), (ii) the planning, design, engineering, construction and operation of an approximately 20,000 square foot facility, consisting of (a) service/repair bays for school buses, (b) office and meeting/training room related space, (c) space for housing school bus related parts, and (d) related site and exterior improvements (collectively, 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 (or retain) 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 to the Company in the form of sales and use tax exemptions and a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement (collectively, the "Financial Assistance").

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/https://vimeo.com/605762858>.

Dated: September 21, 2021

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

3.4

Harris Beach PLLC

2
51

REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF VALIANT REAL ESTATE USA INC., HELD ON TUESDAY, OCTOBER 5, 2021 3:00 P.M. AT THE BATAVIA TOWN HALL, CONFERENCE ROOM, 3833 WEST MAIN STREET ROAD, BATAVIA, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Chris Suozzi, Sr. VP of Business & Workforce Development – GCEDC
Lauren Casey, Finance Assistant – GCEDC
Krista Galdun, Operations Assistant – GCEDC
Greg Post, Town of Batavia Supervisor

II. CALL TO ORDER

The public hearing of Valiant Real Estate USA Inc. Project was opened at 3:04 p.m. at Batavia Town Hall, 3833 West Main Street Road, in the Town of Batavia, 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

Valiant Real Estate USA, Inc. is proposing to build a new 20,000 sq. ft. facility on the corner of Saile Drive and Call Parkway in the town of Batavia.

The project is investing \$4.5 million and is pledging to create 24 FTEs with an average salary range of \$30,000-\$75,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$160,320), a sales tax abatement (\$224,800), and a mortgage tax exemption (\$45,000).

IV. COMMENTS

C. Suozzi 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.

V. ADJOURNMENT

As there were no written or oral comments, the public hearing was closed at 3:14 p.m.

3.4

Exhibit B

Negative Declaration of Town of Batavia Planning Board

[Attached Hereto]

3.4

Exhibit B

54

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: New York Bus Maintenance and Sale Facility		
Project Location (describe, and attach a general location map): Facility is located at the southwest corner of E. Saile Drive and Call Parkway, Batavia, Genesee County, New York (tax parcel: 4-1-25.116 and 4-1-60)		
Brief Description of Proposed Action (include purpose or need): The proposed project is for a new one story, slab on grade steel framed and masonry, building that will be approximately 20,000 square feet in size. The proposed project is to be built on tax parcels: 4-1-25.116 and 4-1-60 in Batavia, NY in an area zoned as industrial and commercial. The site design will include a parking area for customers, staff, and approximately 150 buses. A large percentage of this parking area is designed to be gravel only. The site will include security fencing and security lighting.		
Name of Applicant/Sponsor: New York Bus Sales, LLC (John Johnston, Vice President)		Telephone: 315-687-3969 E-Mail: jjohnston@newyorkbussales.com
Address: 7765 Lakeport Road		
City/PO: Chiltonango	State: NY	Zip Code: 13037
Project Contact (if not same as sponsor; give name and title/role):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Valiant Real Estate USA Inc.		Telephone: E-Mail:
Address: 28 Liberty Street		
City/PO: New York	State: NY	Zip Code: 10005

3.4

55

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Rezoning Tax Id: 4.-1-25.116 from Industrial (I) to Commercial (C)	Pending
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Site Plan, Special Use Permit, Subdivision	Pending
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	239-M review	Pending
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC (SWPPP and SPDES)	Pending
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

3.4

56

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
The western parcel, Tax ID 4.-1-60, is zoned Commercial (C). The eastern parcel, Tax ID 4.-1-25.116, is zoned Industrial (I).

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No

If Yes,
i. What is the proposed new zoning for the site? Rezoning Tax Id: 4.-1-25.116 from Industrial (I) to Commercial (C)

C.4. Existing community services.

a. In what school district is the project site located? Elba Central School District

b. What police or other public protection forces serve the project site?
Genesee County Sheriff's Office, NYS Troopers

c. Which fire protection and emergency medical services serve the project site?
Town of Batavia Fire Department, Genesee County Emergency Management Services

d. What parks serve the project site?
Batavia Soccer Park, MacArthur Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? commercial facility (maintenance and sale facility for buses)

b. a. Total acreage of the site of the proposed action? 6.89 acres

b. Total acreage to be physically disturbed? 6.89 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 6.89 acres

c. Is the proposed action an expansion of an existing project or use? Yes No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No

If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No

i. If No, anticipated period of construction: 6-12 months

ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

3.4

57

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 1
 ii. Dimensions (in feet) of largest proposed structure: 20 height; 100 width; and 200 length
 iii. Approximate extent of building space to be heated or cooled: 20000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): The project is adjacent to an NYSDEC Class C Stream 821-43 and a USFWS wetland classified as PSSI/EM1E and will not effect either resource.

3.4

58

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

3.4

59

- Do existing sewer lines serve the project site? Yes No
- Will a line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or 5.02 acres (impervious surface)
 _____ Square feet or 6.89 acres (parcel size)
- Describe types of new point sources. Warehouse building, parking lot
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
 On-site stormwater management structures (filter strips). A stormwater pollution prevention plan (SWPPP) will be submitted with this application.

 - If to surface waters, identify receiving water bodies or wetlands: N/A
 - Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
Heavy duty vehicles for excavation, foundation and parking lot development as well as project materials. Light vehicles for crews and equipment.
- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
Contractor may elect to provide an on-site generator during construction activities.
- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
Vehicle emissions from buses and customer/staff traffic.

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

3.4

60

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:	ii. During Operations:
• Monday - Friday: _____ 7am-5pm	• Monday - Friday: _____ 7am-3:30pm
• Saturday: _____	• Saturday: _____
• Sunday: _____	• Sunday: _____
• Holidays: _____	• Holidays: _____

3.4

61

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:
 Intermittent construction noise could exceed existing ambient noise levels for short periods of time during daytime construction activities. Once operational, it is not anticipated that noise levels at the site will exceed existing ambient noise levels in the surrounding area.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 2-4 20' high parking lot light poles aimed at the parking lot, positioned so as not to shine on adjacent properties, as well as minimal exterior building lighting for safe building egress/ingress.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ TBD tons per _____ TBD (unit of time)
- Operation: _____ TBD tons per _____ TBD (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Any waste generated will be disposed of at NYSDEC registered facilities.
- Operation: _____ TBD

3.4

62

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____
 Waste fuel, solvents, certain types of scrap metal, batteries, waste paint, used towels
 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____
 Bus repair and maintenance
 iii. Specify amount to be handled or generated TBD tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____
 All materials classified as hazardous waste associated with the bus repair and maintenance will be recycled or re-used. All recycled materials will be sent to NYSDEC registered facilities.
 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:
 All materials classified as hazardous waste associated with the bus repair and maintenance will be recycled or re-used. All recycled materials will be sent to NYSDEC registered facilities.

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): airport
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	5.02	+5.02
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	6.89	1.87	-5.02
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____			

3.4

63

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes - Spills Incidents database Provide DEC ID number(s): _____
 Yes - Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

3.4

64

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 6.6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Appleton Silt Loam, 0 to 3% slopes	_____	10 %
Lima Silt Loam, 0 to 3% slopes	_____	65 %
Ovid Silt Loam, 0 to 3% slopes	_____	20 %

d. What is the average depth to the water table on the project site? Average: _____ 1.8 feet

e. Drainage status of project site soils: Well Drained: _____ 10 % of site
 Moderately Well Drained: _____ 65 % of site
 Poorly Drained _____ 25 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

3.4

65

m. Identify the predominant wildlife species that occupy or use the project site:
 Typical suburban/rural species may pass through the project site, including squirrels, rabbits, raccoons, woodchucks
chipmunks, rodents, deer, foxes, songbirds, crows, raptors, frogs, and snakes.

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____
 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as Yes No
 endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of Yes No
 special concern?
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____
 Spring Creek flows is located west of the project site. Fishing activities occur at the creek. _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Yes No
 Agriculture and Markets Law, Article 25-AA, Section 303 and 304?
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? 5 acres
 ii. Source(s) of soil rating(s): NYS Mineral Soil groups 1-4

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Yes No
 Natural Landmark?
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

3.4

66

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic 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? Yes No

If Yes:
 i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District See Attached No Effect Letter from SHPO.
 ii. Name: _____
 iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No
 If Yes:
 i. Describe possible resource(s): _____
 ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No
 If Yes:
 i. Identify resource: War of 1812 Bicentennial Peace Garden, Centennial Park, DeWitt Recreational Area
 ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): State Historic Trail, City Park, County Park
 iii. Distance between project and resource: +/- 3 miles to +/- 5 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No
 If Yes:
 i. Identify the name of the river and its designation: _____
 ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

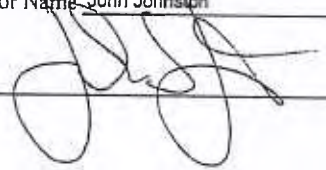
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name John Johnston Date 10/21/21

Signature  Title Vice President

PRINT FORM

3.4

67

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

Agency Use Only [If applicable]
 Project: NY Bus Company Project
 Date: November 16, 2021

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.

1. Impact on Land		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
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>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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 checked="" type="checkbox"/>	<input type="checkbox"/>

3.4

68

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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____

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

 NO

 YES

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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: <u>Small Storage of oil</u>		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.
 (See Part 1. E.2)

 NO

 YES

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"/>

3.4

70

g. Other impacts: _____

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

NO

YES

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

NO

YES

	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"/>

3.4

71

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

NO

YES

	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, E1 b	<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"/>

3.4

72

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.)

NO

YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	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.)

NO

YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	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 checked="" 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 checked="" 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 checked="" 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.
 (See Part 1. C.2.c, E.1.c., E.2.q.)
 If "Yes", answer questions a - e. If "No", go to Section 12.

NO YES

	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)
 If "Yes", answer questions a - c. If "No", go to Section 13.

NO YES

	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"/>

3.4

74

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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

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"/>

3.4

75

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: <u>During construction</u>		<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 1.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: _____		<input type="checkbox"/>	<input type="checkbox"/>

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"/>

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3.4

77

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.

3.4

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

78

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: NY Bus Sales and Service

Name of Lead Agency: town of Batavia Planning Board

Name of Responsible Officer in Lead Agency: Kathleen Jasinski

Title of Responsible Officer: Chairman, town of Batavia Planning Board

Signature of Responsible Officer in Lead Agency:



Date: 11/16/21

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Steve Mountain

Address: Batavia Town Hall, 3833 West Main Street road, Batavia, NY 14020

Telephone Number: 585-343-1729 Ext. 220

E-mail: SMountain@townofbatavia.com

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

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.

3.4

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

80

Genesee County Economic Development Center
October 2021 Dashboard
Balance Sheet - Accrual Basis

	<u>10/31/21</u>	<u>9/30/21</u>	[Per Audit] <u>12/31/20</u>
ASSETS:			
Cash - Unrestricted (1)	\$ 7,399,875	\$ 2,418,757	\$ 2,257,813
Cash - Restricted (A)(2)	12,398,850	3,815,644	8,089,027
Cash - Reserved (B)	792,541	792,437	791,347
Cash - Subtotal	20,591,266	7,026,838	11,138,187
Grants Receivable (3)	89,600	104,830	86,350
Accts Receivable- Current (4)	312,427	376,429	280,042
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (5)	17,841	12,944	26,223
Loans Receivable - Current	56,241	55,771	52,923
Total Current Assets	21,070,207	7,579,644	11,586,557
Land Held for Dev. & Resale (6)	17,934,288	18,071,343	15,930,796
Furniture, Fixtures & Equipment	67,982	67,982	67,982
Total Property, Plant & Equip.	18,002,270	18,139,325	15,998,778
Less Accumulated Depreciation	(67,982)	(67,982)	(67,982)
Net Property, Plant & Equip.	17,934,288	18,071,343	15,930,796
Accts Receivable- Non-current	-	-	279,650
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	205,464	210,248	253,122
Other Assets	205,464	210,248	532,772
TOTAL ASSETS	39,209,959	25,861,235	28,050,125
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (11)	492,700	492,700	492,700
Deferred Outflows of Resources	492,700	492,700	492,700
LIABILITIES:			
Accounts Payable (7)	3,999	4,324	222,159
Loan Payable - Genesee County - Current (8)	295,000	295,000	290,000
Accrued Expenses	64,966	52,870	22,736
Unearned Revenue (9)	12,247,648	3,668,780	6,751,032
Total Current Liabilities	12,611,613	4,020,974	7,285,927
Loans Payable - ESD (10)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (8)	3,130,000	3,130,000	3,425,000
Aggregate Net Pension Liability (11)	704,674	704,674	704,674
Total Noncurrent Liabilities	9,031,161	9,031,161	9,326,161
TOTAL LIABILITIES	21,642,774	13,052,135	16,612,088
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (11)	54,982	54,982	54,982
Deferred Inflows of Resources	54,982	54,982	54,982
NET ASSETS	\$ 18,004,903	\$ 13,246,818	\$ 11,875,755

Significant Events:

1. Unrestricted Cash - Received \$2.9M origination fee and \$2.06M land sale proceeds from Plug Power in October.
2. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Additional \$9M deposit received in October. 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.

4.1

81

3. Grants Receivable - ESD \$33M grant reimbursement for STAMP permit; National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
4. Accounts Receivable (Current) - Econ. Dev. Program Support Grant; MedTech Centre Property Management; termed out Project Origination Fees from HP Hood to be collected in the next 12 months, etc.
5. Prepaid Expense(s) - November lease payment, health, General Liability, Cyber, D&O, Life, long-term and short-term disability insurance.
6. Land Held for Dev. & Resale - Reduction from previous month is related to the land sale to Plug Power at STAMP.
7. Accounts Payable - e3communications expenses and interest earned on imprest accounts that will be remitted to ESD.
8. 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.
9. 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.
10. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
11. 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).

**Genesee County Economic Development Center
October 2021 Dashboard
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2021	2021
	10/31/21	10/31/20	2021	2020	Board Approved Budget	YTD % of Budget
<u>Operating Revenues</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 194,591	\$ 194,591	\$ 233,513	83%
Fees - Projects (1)	2,908,874	-	3,379,749	197,914	399,500	846%
Fees - Services	6,961	6,707	69,611	67,070	83,387	83%
Interest Income on Loans	262	309	2,799	3,269	3,313	84%
Rent	-	400	16,806	13,189	24,790	68%
Common Area Fees - Parks	-	-	355	700	500	71%
Grants (2)	523,015	268,151	6,323,616	2,924,098	21,692,668	29%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	250,000	250,000	300,000	83%
GCFC Grant - Econ. Dev. Program Support	-	-	-	50,000	-	N/A
Land Sale Proceeds	2,091,880	-	2,091,880	-	-	N/A
BP ² Revenue	641	-	1,342	345	8,634	16%
Other Revenue	-	-	2,159	7,133	5,000	43%
Total Operating Revenues	5,576,092	320,026	12,332,908	3,708,309	22,751,305	54%
<u>Operating Expenses</u>						
General & Admin	93,469	102,064	1,049,234	1,017,379	1,415,425	74%
Professional Services	15,281	3,000	44,900	31,539	108,000	42%
Site Maintenance/Repairs	426	948	4,832	5,569	17,200	28%
Property Taxes/Special District Fees	(10)	1,090	5,850	3,643	3,320	176%
PIF Expense	67,132	51,065	102,174	79,475	134,115	76%
Site Development Expense (3)	31,029	453,112	4,392,139	2,578,378	3,645,504	120%
Cost of Land Sales	611,303	-	611,303	-	-	N/A
Real Estate Development (4)	440,025	126,300	2,580,573	1,320,648	17,943,703	14%
Balance Sheet Absorption	(440,025)	(126,300)	(2,580,573)	(1,320,648)	-	N/A
Total Operating Expenses	818,630	611,279	6,210,432	3,715,983	23,267,267	27%
Operating Revenue (Expense)	4,757,462	(291,253)	6,122,476	(7,674)	(515,962)	
<u>Non-Operating Revenue</u>						
Other Interest Income	623	842	6,672	19,142	7,000	95%
Total Non-Operating Revenue	623	842	6,672	19,142	7,000	95%
Change in Net Assets	4,758,085	(290,411)	6,129,148	11,468	\$ (508,962)	
Net Assets - Beginning	13,246,818	11,174,407	11,875,755	10,872,528		
Net Assets - Ending	\$ 18,004,903	\$ 10,883,996	\$ 18,004,903	\$ 10,883,996		

Significant Events:

1. Fees - Projects - Closed on the Plug Power project in October.
2. 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; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Site Development Expense - 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.
4. Real Estate Development Costs YTD - Includes STAMP development costs; house at the STAMP site purchased in 1st Quarter of 2021.

4.1

83

Genesee County Economic Development Center
October 2021 Dashboard
Statement of Cash Flows

	October 2021	YTD
CASH FLOWS PROVIDED BY OPERATING ACTIVITIES:		
Genesee County	\$ 19,459	\$ 214,050
Fees - Projects	2,908,874	3,644,394
Fees - Services	20,810	62,577
Interest Income on Loans	243	2,595
Rent	-	17,006
Common Area Fees - Parks	-	355
Grants	9,117,132	11,812,727
BP ² Revenue	641	1,342
GGLDC Grant - Economic Development Program Support	75,000	225,000
Other Revenue	-	2,159
Repayment of Loans	4,314	44,340
Net Land Sale Proceeds	2,057,657	2,057,657
General & Admin Expense	(86,171)	(1,001,331)
Professional Services	(15,281)	(66,111)
Site Maintenance/Repairs	(426)	(4,832)
Site Development	(31,029)	(4,461,787)
Property Taxes/Special District Fees	10	(5,850)
PIF Expense	(67,132)	(102,174)
Improv/Additions/Adj to Land Held for Development & Resale	(440,025)	(2,705,268)
Net Cash Provided By Operating Activities	13,564,076	9,736,849
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(290,000)
Net Cash Used By Noncapital Financing Activities	-	(290,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	352	6,230
Net Change in Cash	13,564,428	9,453,079
Cash - Beginning of Period	7,026,838	11,138,187
Cash - End of Period	\$ 20,591,266	\$ 20,591,266
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 4,757,462	\$ 6,122,476
Decrease in Operating Accounts/Grants Receivable	79,232	244,015
(Increase) Decrease in Prepaid Expenses	(4,897)	8,382
Decrease in Loans Receivable	4,314	44,340
Increase (Decrease) in Land Held for Development & Resale	137,055	(2,003,492)
Decrease in Operating Accounts Payable	(54)	(217,718)
Increase in Accrued Expenses	12,096	42,230
Increase in Unearned Revenue	8,578,868	5,496,616
Total Adjustments	8,806,614	3,614,373
Net Cash Provided By Operating Activities	\$ 13,564,076	\$ 9,736,849

4.1

84

GCEDC

Lezlie Farrell – Finance & Operations
Audit & Finance Committee Report
November 30, 2021

Cleaning Services

Discussion: During 2019, staff reached out to four cleaning companies to obtain quotes for 2020 cleaning services. Commercial Cleaning Services of Western New York, the company that was currently being used, continued to offer a competitive price and we continue to be satisfied with the services. New quotes were not obtained for 2021 or 2022 services. We anticipate getting quotes for cleaning services every three years.

Fund Commitment: Up to \$5,500, included in the 2021 GCEDC Budget.

Action Requested: Staff is requesting recommendation from the Committee to continue a contract with Commercial Cleaning Services of Western New York for 2022 cleaning services at a cost not to exceed \$5,500 for the year.

GCEDC
Audit & Finance Committee Report
November 30, 2021

Insurance Renewal

Tompkins went out to bid for the Agency's 2022 insurance renewal. Other markets were explored as listed below, but they were unable to find another carrier that was able to meet the GCEDC & GGLDC's needs at an affordable rate.

The total premium proposed by Selective is within the amounts included in the EDC and LDC 2022 budgets.

From Joe Teresi:

Per your instructions we did approach other carriers and unfortunately not much has changed with the marketplace. A summary of carrier responses is as follows:

- Acadia Insurance – declined
- AM trust- no response
- Chubb Group- Declined
- Cincinnati Insurance- Declined
- CNA Insurance- no response
- GNY Insurance- declined
- Hanover Insurance- Declined
- Hartford Insurance - no response
- Liberty Mutual- declined
- Michigan Millers- no response to date
- Nationwide- declined
- Philadelphia Insurance- Declined
- Travelers- Declined
- Utica National Insurance- Declined



	<u>Annualized 2021</u>	<u>Renewal 2022</u>
<u>SELECTIVE INSURANCE COMPANY</u>		
Property	\$10,501.64	\$10,338.83
General Liability	\$14,692	\$15,572
Commercial Auto	\$222	\$286
Inland Marine	\$102	\$100
Crime	\$60	\$60
Umbrella	<u>\$9,714</u>	<u>\$10,417</u>
Total Package	\$35,291.64	\$36,773.83
Worker's Compensation	\$3,983	\$3,614
	<u>Effective May 21, 2020 - 2023</u>	
<u>TRAVELERS</u>		
Crime	\$657	\$657
<u>GUARDIAN</u>		
Disability Benefits	TBD	TBD

Selective General Liability Includes Data Compromise Coverage

Named Insureds: Genesee County Industrial Development Agency, Inc.
 dba Genesee County Economic Development Agency
 Genesee Gateway Local Development Corporation
 Genesee Valley Agri-Business, LLC

Mark Masse

GCEDC

Audit & Finance Committee

November 30, 2021

Mowing contract for STAMP.

Discussion: The GCEDC Received a proposal for mowing of the stormwater pond at STAMP for 2022. This is included in the 2022 GCEDC budget as presented to the Committee at our previous meeting.

Fund commitment: \$700 from operational funds of STAMP. This amount was included in the 2022 GGLDC budget that was reviewed by the Board previously.

Board action request: Approval of mowing contract for \$700 with Genesee County Highway Department.

4.4



GENESEE COUNTY HIGHWAY DEPARTMENT

153 Cedar Street
Batavia, New York 14020
Phone: (585) 344-8508 Fax: (585) 343-9303

Timothy J. Hens, P.E. Highway Superintendent
David Wozniak, Deputy Superintendent
Paul Osborn, Deputy Superintendent – Facilities, Parks, Recreation & Forestry

Jason Long
Airport Supervisor
Chris Klein
Fleet Maintenance Supervisor
Laura Wadhams, P.E.
Assistant County Engineer
Justin Gerace
Assistant County Engineer - Water

October 15, 2021

GGLDC
Attn: Mark Masse, Sr. VP of Operations, Managing Member
99 MedTech Drive
Suite 106
Batavia, NY 14020

Dear Mark:

Here are the requested quotes for providing mowing services at the business parks listed below for the 2022 season:

- A. Genesee Valley Agri-Business Park -
 - 1. Mowing adjacent to paved roadways within park 1 time a month
 - 2. Finish mow Rt. 5 entry sign lawn areas on a regular basis (avg. every 7-10 days)
 - 3. Finish mow Rt. 63 entry sign lawn area on a regular basis (avg. every 7-10 days)
 - 4. Mowing 2 retention ponds 2 times a year
- B. Upstate Med & Tech Park -
 - 1. Mowing adjacent to ponds and drainage channel within park 1 time a month
 - 2. Mowing 2 retention pond 2 times a year

Mowing - @\$1,575.00 per month x 6 (May-Oct)	= \$ 9,450.00
Ponds - @\$450.00 each time per year x 2	= \$ 900.00
2022 Upstate Med & Tech, GVAB Park mowing Total	\$10,350.00

C. WNY Stamp Business Park	
1. Mow 1 retention pond 2 times a year @ \$350.00 each time	= \$ 700.00
2022 STAMP Mowing Total	\$700.00

2022 Mowing total for all Parks = \$11,050.00

If you have any questions regarding this proposal, please feel free to contact me at (585) 344-8508 ext. 3704 or via email at paul.osborn@co.genesee.ny.us.

Paul A. Osborn, Genesee County Deputy Highway Superintendent

Proposal Acceptance: _____ Title: _____ Date: _____

4.4

89

Committee Meeting Report for November 30, 2021

Jim Krencik, Director of Marketing & Communications

E3communications – GCEDC Public Relations

Discussion: e3communications is a professional media and public relations firm/consultant that works with the GCEDC to provide strategic public relations counsel regarding organizational messaging as projects and issues develop, as well as coordination and execution of special events, media relations, promotional materials and social media programming to support the GCEDC's corporate attraction, expansion and retention missions; as well as the GCEDC's workforce and entrepreneurial missions.

In 2021, e3communications directly assisted with the launch and coordinated media for the county's Economic Development Recovery Task Force and GCEDC project announcements, as well as positive media related to the Downtown Revitalization Initiative, project groundbreakings, the GCEDC's shovel-ready sites, and workforce development projects.

Board Action Request: A renewal of services for the Jan. 1, 2022 to Dec. 31, 2022 period at \$1,800 per month. This is an increase of \$125 per month, as services were previously \$1,675 per month in 2021. This expenditure is anticipated and contained in the 2021 GCEDC Operations/Marketing budget.



November 12, 2021

Mr. Mark Masse
Senior Vice President, Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

RE: 2022 Agreement for Public Relations Services

Dear Mark:

e3communications greatly appreciates the opportunity to continue our work on behalf of the Genesee County Economic Development Center (GCEDC) in 2022.

Please find below the proposed scope of services:

- Provide strategic public relations counsel regarding organizational messaging as issues develop; this would include participating in planning meetings and various other communications with staff e.g. conference calls, emails, etc.
- The writing and review of various materials, including press releases, statements, media alerts, letters, opinion pieces and other materials as determined necessary.
- Act as a liaison with media outlets in following up on the distribution of press releases and other materials; the facilitation of interview requests by reporters as well as editorial board meetings, pitching news editors for stories about organizational initiatives.
- Assist in the coordination and execution of special events such as news conferences, media briefings, etc. This would include developing a program/agenda, writing of scripts, invitations, logistics and other tactics.
- Development and implementation of a robust social media program focusing on Facebook and Twitter. This would include the writing of a monthly schedule of posts for both mediums.
- Monitor and track and distribute relevant news articles and placements and provide monthly report on public relations activities.



All work conducted by e3communications for the Genesee County Economic Development Center in 2022 will be budgeted at \$21,600 (monthly fee of \$1,800). There is no cap on the number of hours rendered on a monthly basis. A description of the services will be provided in each invoice for the work conducted in that month. **All terms are 30 days payment.**

The terms outlined in this agreement shall remain in effect from January 1, 2022 until December 31, 2022 or until modified or terminated by either party upon thirty (30) days written or verbal notice.

e3communications pledges its confidentiality to the Genesee County Economic Development Center for all work e3communications performs on behalf of the Genesee County Economic Development Center.

If you are in agreement with the terms and conditions outlined above please indicate by signing below. Thank you again for the opportunity to work on behalf of the Genesee County Economic Development Center.

Sincerely,

e3communications

Earl V. Wells III
President

For the Genesee County Economic Development Center

Mark Masse
Senior Vice President, Operations

GCEDC

Jim Krencik, Marketing and Communications Director

Board Meeting Report

December 2, 2021

Greater Rochester Enterprise (GRE) – Marketing Support Funding

Greater Rochester Enterprise (GRE) is our regional economic development organization supported by a team of private and public-sector leaders dedicated to improving economic performance Genesee County as part of a nine-county region in the Finger Lakes Region.

GRE's primary goals are to retain and expand existing business and to professionally market the region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, GRE collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities.

GRE also actively markets our region to talented professionals that are sought by companies in Genesee County and those that are pursuing projects at our major industrial parks.

The funding requested to support GRE's mission enables the GCEDC to fully access to all of GRE's sales and marketing talent and assets, receive advocacy on behalf of our agency for all our parks, as well as an executive board seat that allows Steve Hyde to serve on GRE's Board of Directors and on their Governance Committee.

GRE staff have shown a tireless commitment to supporting and advocating for our economic development goals and strategies particularly as it relates to STAMP. Notably, the GRE provides strategy development and advocacy that advanced STAMP as a regional priority both in the Finger Lakes Regional Economic Development Council and at the highest levels of New York State Government.

GRE staff work alongside GCEDC in our efforts to grow our economy and opportunities for rewarding careers for our active workforce and young people. This includes the successful development of Project Gateway's \$232 million project at STAMP and numerous projects actively conducting due diligence for substantial investments in Genesee County.

Board Request: An investment renewal of \$50,000 for continued marketing and business development support for one year. This investment cost was anticipated and contained in the 2021 budget.

4.10

93

GCEDC

Jim Krencik, Marketing and Communications Director

Board Meeting Report

December 2, 2021

Invest Buffalo Niagara (InBN) – Marketing Support Funding

Invest Buffalo Niagara (InBN) is our non-profit regional economic development organization supported by a team of private and public-sector leaders dedicated to improving economic performance in Genesee County as part of an eight-county region in Western New York.

InBN's primary goals are to retain and expand existing business and to professionally market the region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, InBN collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities.

InBN also actively markets our region to talented professionals that are sought by companies in Genesee County and those that are pursuing projects at our major industrial parks.

The funding requested to support InBN is an integral partner in our sales/marketing efforts for the attraction of new companies and talent to our community, and advocacy in Western New York for Genesee County, the GCEDC, and the WNY STAMP Mega Site. The GCEDC's support includes a position on InBN's board of directors, influencing regional strategy aligned with our goals in Genesee County.

InBN staff have shown a tireless commitment to supporting and advocating for our economic development goals and strategies, particularly as it relates to STAMP.

InBN staff work alongside GCEDC in our efforts to grow our economy and opportunities for rewarding careers for our active workforce and young people. This includes the successful development of Project Gateway's \$232 million project at STAMP and numerous projects actively conducting due diligence for substantial investments in Genesee County.

Board Request: An investment renewal of \$25,000 for continued marketing and business development support for one year. This investment cost was anticipated and contained in the 2021 budget.

4.7

94

STAMP Site visualization Services

Discussion: In conjunction with the March 2021 Letter of Resolution between NYSDEC, SHPO and the GCEDC, any project at STAMP that requires a discharge permit for stormwater from NYSDEC must complete an assessment of potential impacts to the Nation's Territory. This proposal will be to prepare a visual assessment for the power line re-reroute as well as a potential manufacturing facility. This will include photo simulations along with line-of-sight profiles.

1. CPL - \$11,500
2. Saratoga Associates - \$5,708

Fund Commitment: \$5,708 from the \$33 million.

Board Action Request: Approval of payment of \$5,708 to Saratoga Associates for the visual assessment and profiles.



November 11, 2021

Mr. Mark Masse, CPA
Senior Vice President of Operations
GCEDC
99 MedTech Drive, Suite 106
Batavia, New York 14020

**RE: PROPOSAL FOR VISUAL IMPACT ANALYSIS
GENESSEE COUNTY ECONOMIC DEVELOPMENT CENTER
STAMP**

Dear Mark:

We are pleased to submit our proposal for a Visual Impact Analysis for the proposed 1250-acre Science and Technology Advanced Manufacturing Park (STAMP) in the Town of Alabama, NY. These efforts will include a visual assessment of the power line reroute and a potential manufacturing tenant located on the north campus of STAMP. Our proposal is based on our intimate knowledge of the STAMP project and our significant involvement in its development over the past fifteen years.

The following Scope of Services is included with our proposal:

Visual Impact Analysis

CPL will use drone technology to capture aerial videos and photographs of the powerline reroute and any additional information for the north campus manufacturing facility. We will also use drone technology to program a flight path with exact coordinates of each pole at the anticipated height and capture photographs of a balloon attachment at these locations. The same process will be used for the potential manufacturing facility to delineate the corners of the building.

Conceptual Renderings

The drone images and photos captured will be used to develop concept level renderings. The renderings will include basic detail for the designed pole locations and the manufacturing facility. We anticipate that 6-8 images will be developed from several vantage points along the STAMP western border.

Impact Analysis

All information gathered in the field and the conceptual plans will be combined into one report. The report will include the conceptual plans and a brief analysis of the impacts to the area.

6.1

96



Summary

Our cost to provide to provide a Visual Impact Analysis services is a lump sum of **\$11,500**, including direct expenses.

We appreciate the opportunity to submit our proposal and look forward to working with all those involved. If you have any questions or require additional information, please contact me by phone at (585) 402-7506 or email AKosa@CPLteam.com. We would be happy to meet with you at any time to discuss our approach and qualifications in detail.

Very truly yours,

CPL

Andrew R. Kosa, P.E.
Principal Associate

Proposal Accepted By:

Signature: _____
GCEDC

Date: _____

6.1

97

SARATOGA ASSOCIATES

Landscape Architects, Architects,
Engineers, and Planners, P.C.

November 18, 2021

Matthew Fitzgerald
Associate
Phillips Lytle, LLP
One Canalside
125 Main Street
Buffalo, NY 14203-2887

Re: Proposal Submission – Project Visualization Services – GCEDC STAMP Site Visualization Services

Dear Mr. Fitzgerald:

Saratoga Associates is pleased submit this proposal to provide project visualization services for the Genesee County Economic Development Council (GCEDC) Science & Technology Advanced Manufacturing Park (STAMP) site. We understand the primary need is to depict the degree of potential visibility and general visual character of a proposed relocated electric transmission line/corridor and a light manufacturing structure as may be viewed an abutting property.

PRIMARY SCOPE OF SERVICES

Task 1 – Photo Simulations

Saratoga Associates will provide conceptual photo simulations illustrating the likely degree of visibility and general visual character of the proposed relocated transmission line and possible light manufacturing facility as may be viewed from the abutting property.

Task 1 – Acquire Existing Condition Photographs - To complete this task Saratoga Associates will visit the STAMP site to acquire existing condition photographs. For the purpose of this proposal, we assume permission will be granted by the adjacent property owner allowing Saratoga Associates to take photographs from the abutting property.

Photographs will be taken with a high resolution (26 mega pixel) digital SLR camera. Photo locations will be documented using a hand-held GPS unit.

Task 2 - Photo Simulations - Photo simulations will be prepared by superimposing a rendering of a three-dimensional computer model of the proposed transmission line/corridor and light manufacturing building into the base photograph. The 3D computer model of the project will be developed in AutoDesk Civil 3D® and 3D Studio Max® software. The 3D model will be built to a conceptual level of detail commensurate with the best design information currently available for this project.

Simulated perspectives will be aligned with the corresponding base photograph by matching the precise X, Y, and Z coordinates of the field camera position (as recorded by GPS) and the focal

6.1

98

SARATOGA ASSOCIATES

Matthew Fitzgerald

November 18, 2021

Page 2 of 3

length of the camera lens used. The camera's target position will be established by aligning common elements visible in both the digital model and actual photograph (e.g., existing regional topography and/or structures within view). The 3D model will be rendered using sunlight settings approximating the date and time of day the base photograph was taken. To the extent practicable, design details (e.g., precise location, elevation, dimension, form and color) of the proposed facility will be built into the 3D model and incorporated into the photo simulation.

To the degree such information is available, the project sponsor will provide all necessary site plan drawings to Saratoga Associates in AutoCad DWG format.

Simulations will be provided in PDF format. Page size will be 11"x17" format on a descriptive title block. One (1) draft will be submitted to the project sponsor for review prior to the final document.

For the purpose of this proposal, we assume five (5) simulated vantage points will be provided.

In cases where existing conditions views from the adjacent property will be screened by existing woodland vegetation to remain the position of the proposed relocated transmission line and light manufacturing building behind foreground trees will be marked within the existing condition photograph by a dashed outline.

Task 3 – Summary Document - Saratoga Associates will provide a brief written report documenting the methodology used to develop project visualizations and summarizing potential project visibility from the adjacent property.

ALTERNATIVE SCOPE OF SERVICES

If permission is not granted for Saratoga Associates to photograph from the abutter's property the following alternative methods may be used to communicate potential project visibility:

Alternative 1 – Line-of Sight Profiles - Line-of-sight profiles can be prepared from a number of locations on the adjacent property to illustrate the degree of potential project visibility along specific sight lines. Line-of-sight profiles would include the screening value of existing topography and vegetation.

For the purpose of this proposal, we assume line-of-sight profiles will be prepared from up to five (5) view locations.

Alternative 2 – Virtual Photo Simulations - Saratoga Associates can also construct fully modeled virtual views (e.g., not based on an existing condition photograph) from the abutter's property approximating system visibility through existing vegetation to remain in leaf-off-season. This technique may be desirable in cases where it is necessary to communicate a more realistic and understandable visualization of the future scene than can be achieved by line-of-sight profiles alone.

For the purpose of this proposal, we assume five (5) simulated vantage points will be provided.

6.1

99

SARATOGA ASSOCIATES

Matthew Fitzgerald

November 18, 2021

Page 3 of 3

ESTIMATED FEE AND TERMS

Task 1 – Acquire existing condition photography (includes travel time & expense)	\$1,936
Task 2 – Photographic Simulation (assume 5 views)	\$3,272
Task 3 – Summary Document	<u>\$500</u>
Total	\$5,708
Alternative 1 – Line-of-Sight Profiles	\$2,032
Alternative 2 – Virtual Photo Simulations	\$4,232

Saratoga Associates will complete the above scope of service on a time and materials basis with a not-to-exceed budget as presented above. Any work requested exceeding the Scope of Work, or beyond the fee proposed above, must be approved in writing by an authorized representative of the project sponsor before such work is undertaken by Saratoga Associates. Reimbursable expenses will be invoiced at cost plus 10%.

PROJECT SCHEDULE

Saratoga Associates anticipates that the proposed Scope of Services shall be completed within a mutually agreeable time schedule.

If you have any questions or require clarification, please do not hesitate to call.

Very truly yours,



Matthew W. Allen, RLA

Principal

Saratoga Associates

SARATOGA ASSOCIATES

Landscape Architects, Architects, Engineers, and Planners, P.C.

6.1

100

Underground tank removal at STAMP

Discussion: During the site work that Plug Power has undertaken at the STAMP site they came upon a previously unknown underground 300 gallon fuel tank. This tank was not identified on the Phase 1 Environmental Site Assessment that the GCEDC had performed prior to acquisition. Plug has sent over the change order with their contractor that shows a cost of \$6,309.50.

Fund Commitment: \$6,309.50 from operations, including land lease revenue received for STAMP for 2021.

Board Action Request: Approval of payment of \$6,309.50 to Plug Power (or affiliate) for the removal of the underground fuel tank.

6.2

101

**21-1077 Gateway - Site Prep
003 - Subsurface Fuel Tank Removal (Proposal)**

Date	Description	Labor	Equipment Owned	Equipment Rented	Materials / Services	Subcontracts	Transportation	ITEM TOTAL
	Subsurface Fuel Tank	1,632.00	1,040.00			3,277.50	360.00	6,309.50
								-
								-
								-
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	Category Totals	\$1,632.00	\$1,040.00	\$0.00	\$0.00	\$3,277.50	\$360.00	
							TOTAL AMOUNT REQUESTED	\$ 6,309.50

b.2

102

Marshalling Yard Agreement with National Grid

Discussion: In connection with National Grid's re-route of the existing power line on the STAMP site they are looking to utilize up to five acres of land owned by the GCEDC as a marshalling yard for their equipment and materials.

Fund Commitment: None.

Committee Action request: Recommend approval to the full Board the marshalling yard agreement with National Grid.

TEMPORARY USE AGREEMENT

This TEMPORARY USE AGREEMENT (“Agreement”), made this ___ day of October, 2021, is by and between **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** with an office at 99 MedTech Drive, suite 106, Batavia, NY 14020 (hereinafter “Owner”), and **NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID**, a corporation of the State of New York, with a place of business at 144 Kensington Avenue in the City of Buffalo, County of Erie, and State of New York (hereinafter “User”).

BACKGROUND:

WHEREAS, Owner has a certain parcel of land located on Crosby Road in the Town of Alabama, County of Genesee, State of New York, created by a Deed recorded in the Genesee County Clerk’s Office on March 20, 2014 at Book 904, Page 578. Said parcel is also known as SBL No. 10-1-42 (hereinafter “Owner’s Property”); and

WHEREAS, User desires the right to temporarily possess and use a portion of Owner’s Property as a storage yard for storing equipment and materials in the area shown on Exhibit A (the “Premises”); and

WHEREAS, Owner desires to grant such temporary use of the Premises and User desires to accept such grant of the Premises subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the parties hereto agree as follows:

1. This term of this Agreement shall be a month-to-month term beginning upon the commencement of activities on the premises and extending until the Premises are no longer needed.
2. During the Term of this Agreement, User shall have the exclusive right to use and possess the Premises for the temporary storage of equipment and materials, together with a non-exclusive right of ingress and egress over, across and upon the Owner’s Property. User may make improvements in said Premises to accommodate the stated activities.
3. The User shall, at the end of the Term, remove its materials and equipment and restore the Premises to substantially the condition it was in when same was delivered to User at the commencement of the Term.

6.3

105

4. The Owner hereby represents and warrants to User that (i) the Owner's Property (including the Premises) are owned in fee simple and that the Owner has good right to grant and convey the above-described rights to User, (ii) Owner will assist User in securing any governmental/agency approvals which may be required to support the use proposed by this Agreement, and (iii) User shall and may peaceably and quietly have, hold and enjoy the temporary rights granted hereunder during the Term without any manner of hindrance or molestation from the Owner.

IN WITNESS WHEREOF, the parties have executed this Temporary Use Agreement the day and year first above written.

OWNER:

Genesee County Industrial Development Agency
d/b/a
Genesee County Economic Development Center

USER:

NIAGARA MOHAWK POWER CORPORATION
d/b/a NATIONAL GRID

_____ L.S.

By: _____

Real Estate Dept.

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, in the year 2021, before me, the undersigned, personally appeared _____ of GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

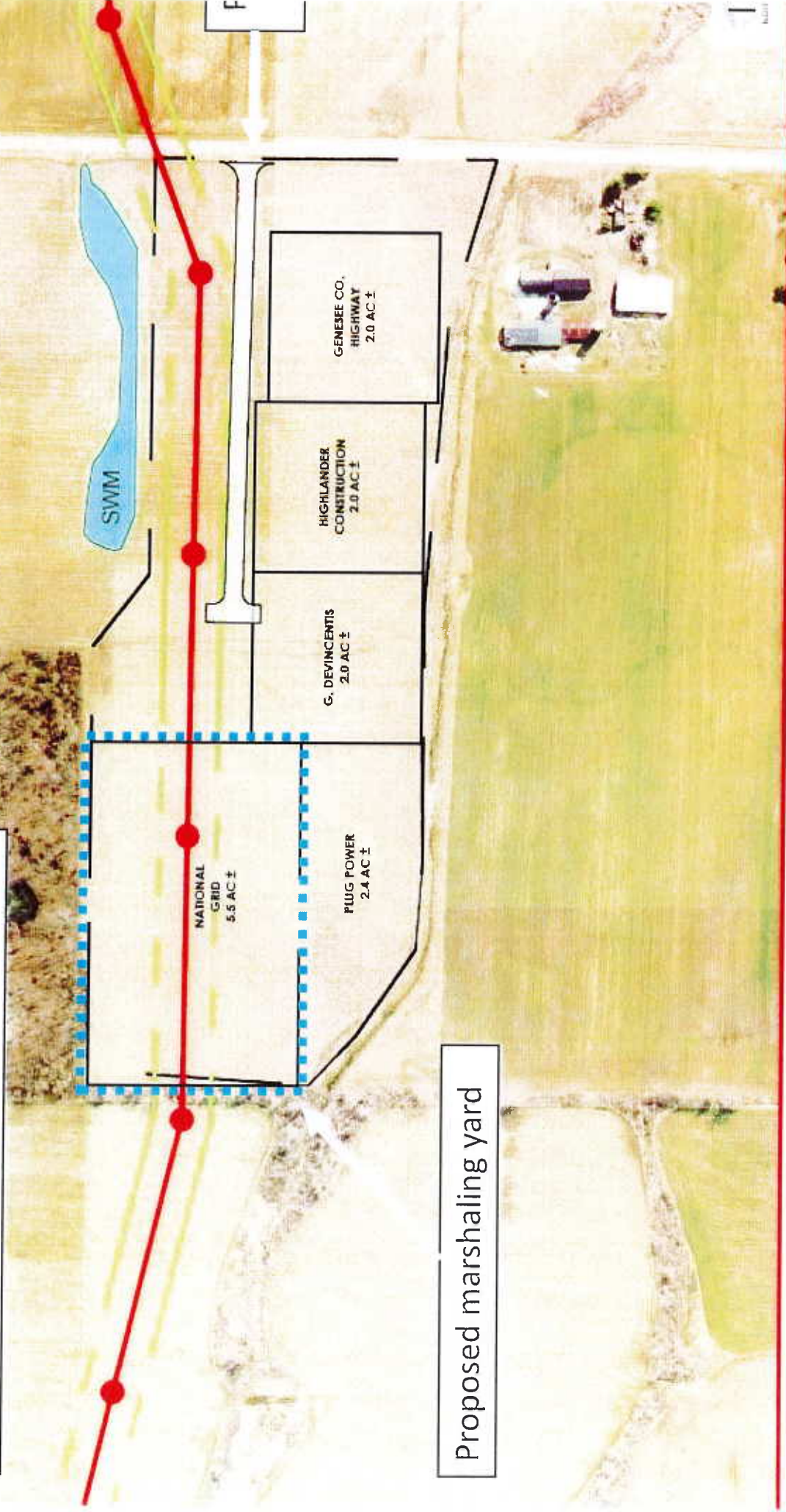
Notary Public

6.3

106

EXHIBIT A

Genesee County Industrial Development Agency
d/b/a Genesee County Economic Development Center
Parcel 10-1-42
Town of Alabama
County of Genesee
State of New York



Proposed marshaling yard

Mark Masse

**STAMP Committee
November 30, 2021**

Reimbursement Agreement with the Town of Shelby

Discussion: The Town of Shelby has a proposal from their engineering firm, Wendel Companies, to provide a peer review of the engineering and planning efforts regarding the direct discharge into Oak Orchard Creek from the STAMP site.

Fund Commitment: Not to exceed \$5,000 to be covered under the \$8 million.

Committee Action request: Recommend approval to the full Board the reimbursement agreement with the Town of Shelby.

6.4

108

AGREEMENT

THIS AGREEMENT is entered into the 4th day of November, 2021, between the Town of Shelby ("Town"), with offices at 4062 Salt Works Rd., Medina, NY 14103 on behalf of the Town Council, and the Genesee County Economic Development Center ("GCEDC"), an industrial development agency formed under Section 18-A of the New York State General Municipal Law with offices located at 99 MedTech Drive, Suite 106, Batavia, New York 14020 ("GCEDC"), and Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC, with offices located at 375 Essjay Road, Williamsville, NY 14221 ("Wendel"), (collectively, the "Parties").

WHEREAS, the GCEDC and its affiliate, the Genesee Gateway Local Development Corporation ("GGLDC"), have been working for the last several years on the development of the Western New York Science & Technology Advanced Manufacturing Park ("STAMP"), an advanced manufacturing campus on approximately 1,250 acres of land in the Town of Alabama, New York located along the west side of New York State Highway 77/63 (north of Judge Road) approximately five miles north of the I-90/New York State Thruway ("STAMP Site"); and

WHEREAS, the GCEDC, and the Town of Shelby have had several discussions in regards to a potential sewer district to service the Stamp site; and

WHEREAS, JM Davidson Engineering, DPC completed discharge impact study to analyze the impact of discharging treated waste water from STAMP site at various volumes up to six million gallons per day; and

WHEREAS, the Town of Shelby has requested that there be an independent peer review of the findings related to the impact of the proposed infrastructure provided by GCEDC at GCEDC's expense up to \$5,000. The Town of Shelby has requested Wendel to provide a proposal limited to performing a peer review of the engineering and planning efforts undertaken to confirm the findings; and

WHEREAS, the Town of Shelby will incur expenses for professional services provided by Wendel relative to the Project; and

WHEREAS, the Town of Shelby requires reimbursement for expenses related to such services, and the GCEDC is willing to provide such reimbursement pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are acknowledged by the Parties, it is agreed as follows:

Section 1 Eligible Expenses. GCEDC agrees to reimburse the Town of Shelby for all expenses for professional services provided by Wendel, relating to the Project pursuant to the attached proposal (Exhibit A) from Wendel in an amount not to exceed \$5,000 (hereinafter "Eligible Expenses"); Provided that certain outside (non-Wendel) contractors' costs, as indicated in the proposal, are estimates, and as to those contracts, entered into by Wendel with express prior approval of the GCEDC the extra cost thereof, if any, will be reimbursed by GCEDC, as eligible expenses in the amounts approved by Wendel.

6.4

109

Section 2 Ineligible Expenses. The GCEDC shall not be obligated to reimburse the Town of Shelby for any fees, costs, charges, disbursements and/or expenses which are not Eligible Expenses.

Section 3 Payment/Reimbursement Process. Wendel shall submit periodic vouchers for work completed to date with an estimate as to the percentage of the work completed, backed up by reasonable detail of work represented thereby. The Town shall forward the vouchers to GCEDC upon receipt. The GCEDC shall within 30 days, audit such vouchers, and obtain any clarification it deems necessary from Wendel, and then forward as advance reimbursement the amounts vouchered to Town, which shall upon receipt, and after the next monthly Town Board meeting, pay Wendel. The Town may submit invoices for Eligible Expenses to the GCEDC for reimbursement along with a written request for payment ("Request for Payment"). Each Request for Payment with supporting invoices shall be sent by the Town to the GCEDC's address pursuant to Section 5 of this Agreement. The GCEDC reserves the right to request any additional forms and documentation that New York State may need to complete their review and reimbursement process.

Section 4 It is agreed that certain design, studies and permits may expire prior to actual construction, if any. Any work involving extension, re-study, re-permitting due to passage of time are not covered by this Agreement.

Section 5 Termination. GCEDC is obtaining funding for the work covered by this Agreement. If GCEDC's sources of funds are no longer available for any reason, GCEDC may notify the Town of Shelby and Wendel that the Agreement is immediately suspended, and no additional work shall be performed by Wendel unless and until funds become available. Provided however, all work performed by Wendel percentage increments prior to the Notice of Suspension shall be paid for by GCEDC, regardless of outside funding by the procedure set forth in Paragraph 3.

Section 6 Request to Proceed. Wendel shall proceed with its work upon receipt of a request to proceed from GCEDC addressed to the Town of Shelby.

Section 7 Notices. All notices provided for herein shall be directed to the Parties at the addresses set forth above, or at any other address provided in writing to the counter-party's current address of record. The Parties agree to update notice information as necessary.

Section 8 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

Section 9 Waiver. A waiver of any of the terms and conditions hereof shall not be deemed a continuing waiver, but shall apply solely to the instance to which the waiver is directed. No waiver of any of the terms of this Agreement shall be valid unless in writing, designated as such, and eradicated by the parties. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.

Section 10 Entirety of Agreement. The entire Agreement is contained herein. There are no other promises, representations, or warranties affecting this Agreement, and any other or different

terms and conditions in any purchase orders or other documents issued or accepted hereunder shall be deemed null and void.

Section 11 Authority to Enter Into Agreement. Each party hereby represents and warrants to the other that that it has the authority to enter into and perform its obligations under this Agreement; that it has received all necessary approvals required in order to enter into and perform its obligations under this Agreement and that entering into agreement does not violate any law, its organizational documents, or any agreement to which it is a party.

Section 12 Modification or Termination. No modification or termination of this Agreement shall bind either party unless expressly set forth in writing and manually signed and accepted by an authorized representative of the party sought to be bound by such writing.

Section 13 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Genesee County Economic Development Center

By: _____

Name: Mark A. Masse

Title: SR VP of Operations

Town of Shelby

By:  _____

Name: Jeff Smith

Title: Town Supervisor

Wendel WD Architecture, Engineering, Surveying &
Landscape Architecture, PC

By: _____

Name:

Title:

6.4

111

November 1, 2021

TOWN OF SHELBY

STAMP Discharge to Oak Orchard
Creek -Technical Assistance Services

Town of Shelby

Jeff Smith
Town Supervisor
4062 Salt Works Road
Medina, NY 14103



6:4

112

SUBJECT: TOWN OF SHELBY

Dear Supervisor Smith:

Wendel is pleased to submit this engineering proposal to the Town of Shelby for technical assistance to the Town related to the discharge of the proposed GCEDC sanitary sewer forcemain for the STAMP site.

A. SCOPE OF SERVICES

The following represents the anticipated scope of services to the Town of Shelby.

- Review the May 22, 2020, Report titled "Stamp Discharge Analysis to Oak Orchard Creek" and all associated appendices as developed by JM Davidson Engineering, D.P.C. (JMD).
- Independently complete the statistical analysis provided in the report to confirm or dispute the flows provided
- Review the HEC-RAS model created for the report to ensure that the geometric data, hydraulic boundary conditions, and flow conditions used are adequate for this study.
- Assess the summary discussion within the report to ensure that it properly reflects the analysis provided.
- Review Letter from the Town of Medina to the NYS DEC on September 2, 2021
- Review response to this letter from GCEDC on September 17, 2021, and JMD response letter from September 22, 2021
- Assess the responses provided by GCEDC and JMD to determine if we agree or disagree with the conclusions presented.
- Provide a letter report discussing the conclusions of the reviews and assessments completed by Wendel.
- Attend 1 (one) meeting with the Town of Shelby to discuss the letter report.

B. EXCLUSIONS

Any work not included in the scope of services above is excluded from this effort.

C. PROPOSAL FEE:

We trust the above scope of work meets the Town of Shelby's requirements. Wendel proposes to provide the scope of work above on a lump sum basis for a fee of \$4,900.00

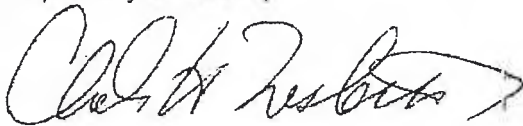
Fee Notes:

- 1) Expenses such as plotting costs, postage, telephone charges are included in the fee.
- 2) Should Wendel be required to perform additional services beyond those outlined above, Wendel shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.
- 3) Our fee and schedule proposal is valid for 60 days. If we do not receive a signed notice to proceed before that date, we reserve the right to re-evaluate our proposal.

D. TERMS:

This proposal and the attached "Appendix A" (Professional Services Terms and Conditions Excluding Services During Construction) are intended to represent the entire contractual relationship. Please contact me if you have any questions. If this proposal and attached general conditions are acceptable to you, please indicate your acceptance by signing both originals and return one (1) executed original to our office.

Respectfully Submitted,



Charles Nesbitt, Jr
Project Sponsor

6.4

E. AUTHORIZATION:

Should Wendel's proposal be accepted, Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C., a New York State licensed architecture and engineering firm that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Wendel" and we will refer to ourselves as Wendel throughout the project.

ACCEPTANCE / AUTHORIZATION:

Accepted this 4th day of November, 2021

Print Name: Jeffrey Smith

Signature: *Jeffrey Smith*

Title: Supervisor - Town of Shelby

RETURN TO:

Wendel
ATTN: Scott Rybarczyk
375 Essjay Road, Suite 200
Williamsville, NY 14221

6.4

PROFESSIONAL SERVICES TERMS AND CONDITIONS

AGREEMENT. It is mutually understood and agreed that the Client's acceptance of the agreement to which these terms and conditions are attached constitutes an incorporation of these terms and conditions which, together with any attached supporting documentation, embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby and constitute a binding legal agreement ("Agreement"). If Wendel is authorized by the Client to provide services set forth in this Agreement or a Change Order, either orally or in writing, prior to formal acceptance of either, such authorization shall be deemed an acceptance of this Agreement effective as of the date Wendel commences providing the services, and such services shall be provided and compensated for in accordance with the terms and conditions contained in this Agreement.

STANDARD OF CARE/PERFORMANCE. Wendel shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. No warranty, guarantee or fiduciary relationship, either express or implied, is made or intended by this Agreement.

OBLIGATIONS OF WENDEL. Wendel will prepare the work and deliverables in a timely manner but it is agreed between the parties that Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was entered into. Wendel commits to provide adequate and qualified resources to meet the schedule, and will work with Proposal Recipient's management in a manner that enables management to make informed decisions.

OBLIGATIONS OF PROPOSAL RECIPIENT. Client will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Client will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address questions, unforeseen circumstances or other unexpected conditions that may arise.

PAYMENT. Progress payments shall be made in proportion to services performed and shall be due and payable within thirty (30) days of invoice submittal, without retainage. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal. Wendel reserves the right to suspend services if payment of any undisputed invoice amounts are sixty (60) days overdue.

CHANGE ORDERS. During the term hereof the scope of services and compensation therefor may be adjusted by mutually agreed upon written Change Orders hereto.

SUSPENSION AND TERMINATION BY WENDEL. If the Client (i) fails to timely make payments due, or (ii) suspends the work for more than ninety (90) calendar days for reasons other than the fault of Wendel, or (iii) substantially fails to perform in accordance with the terms of this Agreement through no fault of Wendel, then Wendel may suspend services or terminate this Agreement upon seven (7) days advance written notice to Client, and Client shall pay all sums due for services performed prior to suspension or termination and any costs attributable to suspension or termination. Upon any resumption of services, Fees and time schedules shall be equitably adjusted. Wendel may terminate this Agreement for convenience upon not less than seven (7) days written advance notice and Client shall pay all sums due for services performed prior to termination.

SUSPENSION AND TERMINATION BY CLIENT. If the Client suspends the work, Wendel shall be compensated for services performed prior to notice of such suspension and Client will be liable for any expenses incurred in the interruption and resumption of services. Upon resumption of services, Fees and time schedules shall be equitably adjusted. If the Client terminates this Agreement for its convenience, the Client shall compensate Wendel for Wendel's services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to Wendel's termination of consultant agreements. Client may terminate this Agreement for default upon not less than seven (7) days' advance written notice should Wendel substantially fail to perform in accordance with the terms of this Agreement through no fault of the Client.

HAZARDOUS MATERIALS. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Wendel, its affiliates, subconsultants and subcontractors, and their respective officers, directors, partners, employees, and agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum products, radioactive materials, or any other hazardous materials at, on, under, or from the work site.

OWNERSHIP OF DOCUMENTS. All the documents, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Wendel in any form, including machine readable format, (collectively "Documents") are instruments of Wendel's services and shall remain the sole property of Wendel. Wendel retains all ownership and all other rights, including copyrights, in all such documents.

LIMITATIONS ON USE OF DOCUMENTS. The Documents are prepared for use for the purpose and at the site identified in the Agreement or Change Order only and are not appropriate for use for any other purpose or site, except by the authorization and agreement in writing with the appropriate compensation to Wendel. Client agrees to release Wendel and its affiliates from any

6.4

116

PROFESSIONAL SERVICES TERMS AND CONDITIONS

liability associated with any unauthorized changes made to the Documents and their use thereof and further agrees to indemnify and hold harmless Wendel and its affiliates from any and all claims arising out of such changes or use.

MACHINE READABLE MEDIA. Where Wendel agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such Documents are not intended to replace the printed forms of such Documents. The content of the Documents supplied by Wendel in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by Wendel as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by Wendel and shall not alter, mediate or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of Wendel.

CONFIDENTIALITY. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees of Wendel and its affiliates, and other consultants who need such confidential information in order to meet contractual obligations under this Agreement.

PUBLICATION. Wendel has the right to photograph the work and to use the photos in the promotion of its professional practice through advertising, public relations, brochure or other marketing materials. Client agrees that Wendel has the authority to utilize its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors they retained for the work and to require all independent contractors and consultants to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers or fabricators retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WENDEL UNDER THIS AGREEMENT OR \$500,000.00 WHICHEVER IS LESS.

INDEMNITY. Each Party agrees to indemnify the other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by the Party's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

FORCE MAJEURE. Neither Party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

6.4

117

PROFESSIONAL SERVICES TERMS AND CONDITIONS

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.

AUTHORITY. Each Party represents and warrants to the other that it has the requisite authority to accept, deliver and perform this Agreement.

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. Based on a compensation model the following payments are needed for three easements:

1. Permanent Easement 1 and Temporary Easement 4 for a total of \$1,125
2. Permanent Easement 2 - \$500
3. Permanent Easement 5 - \$850

Fund Commitment: \$2,475 from the \$33 million.

Board Action Request: Approval of payment of \$2,475 to the holders of the easement numbers identified above.



2440 Sheridan Drive, Suite 100
Tonawanda, NY 14150
Ph. 716.685.0500
Fax: 716.558.2825

Email: rowp@rightofwaypros.com
Website: www.rightofwaypros.com

November 1, 2021

Mark A. Masse, CPA
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Genesee County Economic Development Center
Science, Technology and Advanced Manufacturing Park (STAMP) in the Town of Alabama
Force Main Project
Genesee and Orleans Counties
PE 1 and TE 4

Dear Mark,

Enclosed you will find the executed paperwork from Mr. & Mrs. Fuller. The compensation for the PE is \$625 and the compensation for the TE is \$500 for a total compensation of \$1,125. As per our discussions, the Fuller's are expecting their compensation check within 30 days of your receipt of this paperwork.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Timothy J. Magyar".

Timothy J. Magyar, SR/WA, R/W-AC
President
Agent for Genesee County Economic Development Center

6.5

120



2440 Sheridan Drive, Suite 100
Tonawanda, NY 14150
Ph. 716.685.0500
Fax: 716.558.2825

Email: rowp@rightofwaypros.com
Website: www.rightofwaypros.com

November 15, 2021

Mark A. Masse, CPA
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Genesee County Economic Development Center
Science, Technology and Advanced Manufacturing Park (STAMP) in the Town of Alabama
Force Main Project
Genesee and Orleans Counties
PE 2

Dear Mark,

As per your request, I am forwarding this letter as a record for the compensation based on the \$2/lf, with a \$500 minimum for James Schultz (SBL# 101.-1-27). The total compensation for the PE is \$500.

Very Truly Yours,

RIGHT-OF-WAY PROFESSIONALS, LLC

A handwritten signature in black ink, appearing to read "Timothy J. Magyar".

Timothy J. Magyar, SR/WA, R/W-AC
President
Agent for Genesee County Economic Development Center

6.5

121



2440 Sheridan Drive, Suite 100
Tonawanda, NY 14150
Ph. 716.685.0500
Fax: 716.558.2825

Email: rowp@rightofwaypros.com
Website: www.rightofwaypros.com

November 15, 2021

Mark A. Masse, CPA
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Genesee County Economic Development Center
Science, Technology and Advanced Manufacturing Park (STAMP) in the Town of Alabama
Force Main Project
Genesee and Orleans Counties
PE 5

Dear Mark,

Enclosed you will find the executed paperwork from Jaffaya Center of Niagara Frontier, New York Inc. The compensation (total) for the PE is \$850.

Very Truly Yours,

RIGHT-OF-WAY PROFESSIONALS, LLC

A handwritten signature in black ink, appearing to read "Timothy J. Magyar".

Timothy J. Magyar, SR/WA, R/W-AC
President

Agent for Genesee County Economic Development Center

6.5

122

STAMP POST TREATED EFFLUENT FORCE MAIN
EASEMENT AGREEMENT

(PERMANENT EASEMENT NO. PE-1)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN EASEMENT AGREEMENT (this "Agreement") is effective as of _____, 2021 (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 A. FULLER and JEANNE C. FULLER, individuals having an address of 4957 Hellert Road, Medina, New York 14103 ("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 South Gravel Road, Town of Shelby, New York (SBL No. 101.-1-20.12) ("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 August 31, 2022 (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 Orleans County Clerk's Office.

b.5

124

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 A. FULLER

JEANNE C. FULLER

GRANTEE:

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

By: _____
Name: _____
Its: _____

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS A FULLER 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

6.5

126

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared JEANNE C. FULLER 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 2021 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

b.5

127

EXHIBIT "A"

**STAMP FORCE MAIN
PERMANENT EASEMENT NO. PE-1**

ALL THAT TRACT or parcel of land situate in the Town of Shelby, County of Orleans, State of New York and more particularly described as follows:

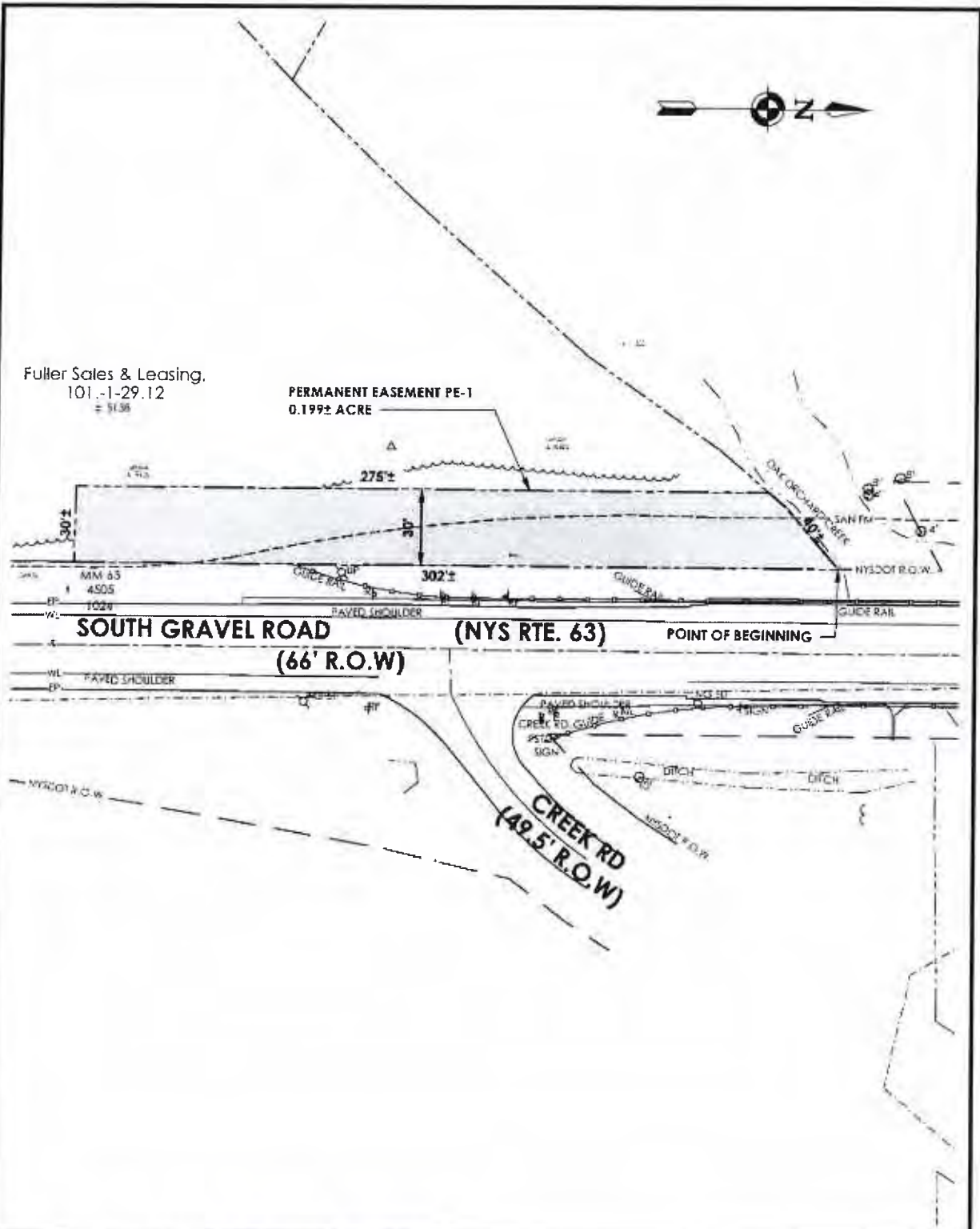
Beginning at the intersection of the westerly right-of-way line of NYS Route 63 (South Gravel Road) (66 feet wide right-of-way), and the northerly line of tax account number 101.-1-29.12; thence,

- 1) Southerly, along the westerly right-of-way line of NYS Route 63, a distance of 302 feet, more or less, to a point; thence,
- 2) Westerly, through the lands of tax account number 101.-1-29.12, a distance of 30 feet, more or less, to a point 30 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63; thence,
- 3) Northerly, through the lands of tax account number 101.-1-29.12, along a line 30 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63, a distance of 275 feet, more or less, to the northerly line of tax account number 101.-1-29.12; thence,
- 4) Northeasterly, along the northerly line of tax account number 101.-1-29.12, a distance of 40 feet, more or less, to the Point of Beginning.

Permanent Easement, as described above, contains approximately 0.199 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-1", dated February 23, 2021.



Fuller Sales & Leasing.
101.-1-29.12
± 51.98

PERMANENT EASEMENT PE-1
0.199± ACRE

SOUTH GRAVEL ROAD (NYS RTE. 63)
(66' R.O.W)

CREEK RD (49.5' R.O.W)



300 ST. PAL. STREET SUITE 301
POCOSTA, NEW YORK 14654
TEL (585) 274-9000
FAX (585) 232-3636

DATE: 2/23/2021
DRAWN: NCH
CHECKED: JLA
SCALE: 1" = 50'
PROJ #: 15981.00

PERMANENT EASEMENT PE-1
STAMP FORCE MAIN OFFSITE SEWER
TOWN OF SHELBY, ORLEANS COUNTY, NEW YORK

6.5

129

STAMP POST TREATED EFFLUENT FORCE MAIN
TEMPORARY EASEMENT AGREEMENT

(TEMPORARY EASEMENT NO. TE-4)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN TEMPORARY EASEMENT AGREEMENT (this "Agreement") is effective as of _____, 2021 (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 A. FULLER and JEANNE C. FULLER, individuals having an address of 4957 Hellert Road, Medina, New York 14103 ("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 South Gravel Road, Town of Shelby, New York (SBL No. 101.-1-29.12) ("Grantor's Premises").

B. 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") on lands adjacent to Grantor's Premises.

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 a portion of Grantor's Premises.

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, its agents, successors or assigns, a temporary right of way, easement and privilege (the "Temporary 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 "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 August 31, 2022 (each being a, "Termination Event"). Upon the occurrence of a Termination Event, this Agreement shall automatically terminate and Grantee may, without the joinder or consent of Grantor or any other owner, record a termination of this Agreement in the Orleans County Clerk's Office.

2. 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 maintain said areas in a fashion that would typically be performed by Grantor in the normal course of the upkeep of Grantor's Premises.

3. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right, as applicable, to enter upon the Temporary 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.

4. 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 caused by or arising out of the exercise of the rights granted under this Agreement.

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

6. This Agreement and the Temporary 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.

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

8. 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 Orleans County Clerk's Office.

9. 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.

10. 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.

11. 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.

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 A. FULLER

JEANNE C. FULLER

GRANTEE:

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

By: _____
Name: _____
Its: _____

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS A. FULLER 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 ORLEANS)

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared JEANNE C. FULLER 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 2021 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

6.5

133

EXHIBIT "A"

**STAMP FORCE MAIN
TEMPORARY EASEMENT NO. TE-4**

ALL THAT TRACT or parcel of land situate in the Town of Shelby, County of Orleans, State of New York and more particularly described as follows:

Beginning at the intersection of the westerly right-of-way line of NYS Route 63 (South Gravel Road) (66 feet wide right-of-way), and the southerly line of tax account number 101.-1-29.12; thence,

- 1) Westerly, along the southerly line of tax account number 101.-1-29.12, a distance of 15 feet, more or less, to a point 15 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63; thence,
- 2) Northerly, through the lands of tax account number 101.-1-29.12, along a line 15 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63, a distance of 142 feet, more or less, to a to a point; thence,
- 3) Easterly, through the lands of tax account number 101.-1-29.12, along a line measured perpendicular to the westerly right-of-way line of NYS Route 63, a distance of 15 feet, more or less, to the westerly right-of-way line of NYS Route 63; thence,
- 4) Southerly, along the westerly right-of-way line of NYS Route 63, a distance of 142 feet, more or less, to the Point of Beginning.

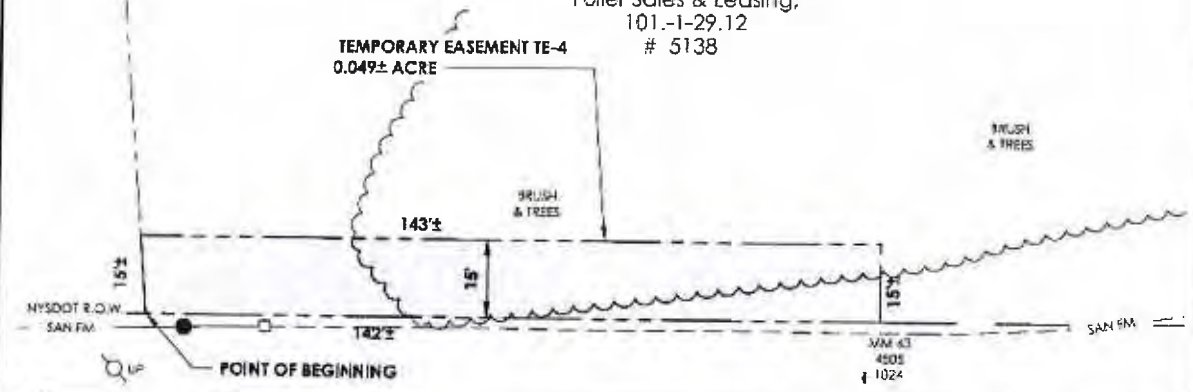
Temporary Easement, as described above, contains approximately 0.049 acre of land.

All as shown on a map prepared by CPL, entitled "Temporary Easement TE-4", dated February 23, 2021.



Fuller Sales & Leasing,
101.-1-29.12
5138

TEMPORARY EASEMENT TE-4
0.049± ACRE



SOUTH GRAVEL ROAD (NYS RTE. 63)
(66' R.O.W)

Drawing Name: J:\Projects\GIS\GD\EDCS\51424\01\Drawings\2021\1-E.dwg
Date last accessed: 4/10/2021 11:05 AM
Date last published: 4/13/2021 11:02 AM
Plotted By: Nathan Perry



305 S. PAUL STREET, SUITE 500
ROCHESTER, NEW YORK 14604
TEL: (585) 274-9000
FAX: (585) 232-8836

DATE: 2/23/2021
DRAWN: NCH
CHECKED: ZLA
SCALE: 1" = 30'
PROJ. #: 15981.00

TEMPORARY EASEMENT TE-4
STAMP FORCE MAIN OFFSITE SEWER
TOWN OF SHELBY, ORLEANS COUNTY, NEW YORK

6.5

135

Consultant for evaluation of Traditional Cultural Property (TCP) issues

Discussion: As part of the STAMP development and the neighboring Tonawanda Seneca Nation, in accordance with Section 106 for the wetland permits, the GCEDC is working with the Tonawanda Seneca Nation on an assessment of the TCP potentials as it relates to the criteria for eligibility of listing on the National Historic Register. KTA Preservation Specialists has prepared a proposal to prepare an assessment of any potential impacts to the Nation from the power line re-route project on the STAMP site.

Fund commitment: Not to exceed \$1,440, included in the \$33 million, under the regulatory, industry and permitting support budget line item.

Committee action request: Recommend approval of consultant contract with KTA Preservation Specialists for evaluation of TCP issues.

kta preservation specialists

422 Parker Avenue
Buffalo, New York 14216
716.864.0628
Email: ktraynor@kta-preservation.com

November 18, 2021

Genesee County Economic Development Center Leadership Genesee Class of 2002
99 MedTech Drive
Suite 106
Batavia, NY 14020

Attn.: Senior Vice President of Operations, Mark A Masse CPA

RE: Consultation – Preparation of Cultural Resource Screening Reports (Historic Resources) for the relocation and removal of a mile portion of the Lockport – Batavia #112 (“112 Line”) 115kV single circuit transmission line (the Project)

Dear Mr. Masse,

The Genesee County Economic Development Center (“GCEDC”) plans to develop the Western New York Science & Technology Manufacturing Park (STAMP) on approximately 1,261.7 acres of land (Project) in the town of Alabama, New York. The STAMP Site is within the Tonawanda Seneca Nation’s ancestral territory and adjacent to its treaty-protected, federally recognized Reservation (Nation’s Territory). The United States Army Corps of Engineers, Buffalo District (the Corps), in consultation with the New York State Office of Parks, Recreation and Historic Preservation State Historic Preservation Office (SHPO) has determined the proposed project’s Area of Potential Effects (APE) are parcels where the character or use of historic properties, if any exist, may be altered by the associated development. It has also been determined that additional development at the STAMP Site outside of the APE may have direct and/or indirect adverse effects on historic properties. A Traditional Cultural Property (TCP) investigation is being undertaken by others to evaluate the eligibility of the Nation’s Territory for listing on the National Register of Historic Places (National Register). Archaeological investigations have been conducted to evaluate and identify archaeological properties on the STAMP Site. A Letter of Resolution (LOR) between the New York State Department of Conservation (DEC), SHPO, and the GCEDC has been executed.

Kta preservation specialists proposes the following scope of work for the preparation of a Cultural Resource Screening Report (Report) to identify potential National/State Eligible historic resources (buildings, sites, objects, structures, districts) identified in the New York State Cultural Resource Information System (CRIS), outside the APE, within the Nation’s Territory, which is located adjacent to the western boundary of the Project. In this way potential direct and/or indirect adverse effects on historic resources can be evaluated

<https://www.kta-preservation.com/>

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137

from the proposed Project, which involves the decommissioning and removal of 1.2 miles of the existing Lockport – Batavia #112 115kV circuit (i.e., removal of 13 structures, Structures 174-184) and re-routing the circuit 1.9 miles around the southwestern end of the Science and Technology Advanced Manufacturing Park (STAMP) customer property (i.e., installation of 23 new structures, Structures 173½ – 184½). The Report will also identify applicable National Register Criteria and how the proposed project impacts may affect those criteria.

Report Work Scope

The Reports will be conducted using a methodology in accordance with the New York State Education Department's *Work Scope Specifications for Cultural Resource Investigations* (NYSED 2004). The methodology and criteria used to evaluate properties are codified in the *Code of Federal Regulations, Title 36: Part 60* and reprinted in the National Park Service Publication *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. The guidelines followed for the evaluation and identification of National Register Eligible properties/districts are contained in the National Park Service Publications *Standards and Guidelines for Evaluation; Standards and Guidelines for Identification; and Guidelines for Local Surveys: A Basis for Preservation Planning*. The historic resources survey of the properties will be conducted through archival and literature searches, and historic map analysis. (Note: field investigation will not be conducted on the Tonawanda Creek Reservation.) The intent is to identify guidelines and criteria of specific relevance to the history and property types in the study area. By applying the strict rigor of the Department of the Interior (National Park Service), in addition to state and local criteria for evaluation, a comprehensive survey of the historic resources will be produced.

The Historic Context section of the Report will be a thorough study and analysis of the historic trends and themes that influenced social, cultural, economic, political, and industrial growth and development in the study area on a local, state, national, and international level. How these developments were manifest in the built environment will be studied using an historic map analysis of the project area to identify broad development patterns that can then be evaluated in conjunction with the historic trends and themes identified. Archival and literature research, and site file searches of local and state resources including, but not limited to, NYS-OPRHP, Local History Archives, and in the City Planning and Engineering Departments will facilitate study of the historic context.

The study and analysis of historic trends and themes, in conjunction with historic and contemporary map analysis will provide the information necessary to evaluate the properties applying all the National Register Eligibility Criteria to determine both individually potentially eligible properties, and the potential for a historic district.

Analysis of the information using maps and charts will be conducted to determine the number and distribution of resources. Having completed the Report, the investigator will note the existing condition of the property and potential direct and/or indirect impacts from the proposed project.

Project Tasks

- Mapping (2 hours)
- Draft Report (6 hours)
- Final Report (2 hours)
- Consultation/Meetings (2 hour)

Total Hours: 12

Deliverables

- Submission electronic copy of two Reports to GCEDC

The Report scope does not include any existing conditions documentation except as described above. The above hourly estimate represents a 'not to exceed' number. Any significant increase in the number of hours allotted for each task or additional scope must be approved by GCEDC.

The anticipated fee for the preparation of a Cultural Resource Screening Report as described above is One Thousand Four Hundred & Forty dollars (\$1,440.00).

Sincerely yours,



Kerry L. Traynor
Preservation Specialist

Cost and Work Scope Approved:

Signed _____

Title _____

Date _____

Committee Report for November 30, 2021

Jim Krencik, Director of Marketing & Communications

E3communications WNY STAMP Public Relations and Social Media Services Contract

Discussion: e3communications, a professional media and public relations firm/ consultant supports the Genesee County Economic Development Center's STAMP project through active stakeholder public relations services. In 2021, assistance supported all levels of STAMP planning, sales and marketing, notably services in support of the Plug Power project's announcement and related activities.

e3communications also maintains and expands dedicated social media channels to promote and market WNY STAMP to various audiences, including those in economic development, workforce and higher education among others. This content also supports the GCEDC's sales and marketing activities for the STAMP site, including directly with active sales leads.

Fund Commitment: \$24,000 fund commitment. Funding is available and budgeted in the 2021 GCEDC Operations/Marketing budget and maintains costs at previous levels. National Grid has provided grant reimbursements of 25% of services in 2021 and a National Grid grant has been requested to reimburse the agency for 25% of the contract amount in 2022.

Board Action Request: A renewal of services for the Jan. 1, 2022 to Dec. 31, 2022 period of \$24,000 per year.

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140



November 12, 2021

Mr. Mark Masse
Senior Vice President, Operations
Genesee County Economic Development Center
99 MedTech Drive
Batavia, NY 14020

RE: 2020 Agreement for Public Relations and Social Media Services for the Science Technology Advanced Manufacturing Plant (STAMP)

Dear Mark:

Please find below the scope of services that e3communications is proposing to once again implement to market and promote STAMP on behalf of the Genesee County Economic Development Center for 2022.

- Manage public relations activities and provide public relations and public affairs counsel for various issues that have the potential to impact the STAMP project including advocacy efforts to raise awareness of STAMP.
- Design and act as administrator of social media channels for STAMP, including Facebook, Twitter and Instagram.
- Write copy for a monthly calendar of social media posts, including but not limited to ongoing infrastructure work; relevant economic development information in related science, technology and advanced manufacturing sectors; advocacy efforts related to ongoing investment at STAMP; and other information.
- Provide an analytics report on a monthly basis that will demonstrate and profile users of these social media channels and what posts are generating the most interest and traffic. This latter is important for developing future posts and information as well as to assist with other marketing communications tactics to promote STAMP.
- Provide advice and counsel regarding government relations outreach.
- Participate in meetings and other communications with the members of the STAMP Committee and technical team.
- Assist in the coordination of special events (press conferences, familiarization tours, news briefings, etc.).



- Write materials for public meetings and presentations.
- Manage media relations activities to enhance the messaging as well as to announce local/regional events
- Coordinate advocacy efforts to raise the awareness of STAMP regionally, nationally, and globally.
- Continue to monitor and track and distribute relevant news articles and placements and provide monthly report of marketing and public relations activities.

All work conducted by e3communications for STAMP will be billed at a flat monthly fee of \$2,000 for a total fee of \$24,000. A description of the services will be provided in each invoice for the work conducted in that month. All terms are 30 days payment.

The terms outlined in this agreement shall remain in effect from January 1, 2022 until December 31, 2022 or until modified or terminated by either party upon thirty (30) days written or verbal notice.

e3communications pledges its confidentiality to STAMP for all work e3communications performs on behalf of STAMP.

If you are in agreement with the terms and conditions outlined above please indicate by signing below. Thank you again for the opportunity to work on behalf of the Science Technology Advanced Manufacturing Park.

Sincerely,
e3communications

A handwritten signature in dark ink, appearing to read "Earl V. Wells III". The signature is written in a cursive, flowing style.

Earl V. Wells III
President



For the Genesee County Economic Development Center

Name

Title

Date

6.7