

Genesee County Economic Development Center

Meeting Agenda

Thursday, February 4, 2021

Location: Electronically

PAGE #

- 1.0 Call to Order 4:00pm**
 Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Board Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.
- 1.1 Enter Executive Session 4:00pm**
 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 4:20pm**
- 2.0 Chairperson's Report & Activities 4:20pm**
- 2.1 Upcoming Meetings:
Next Scheduled Board Meeting: Thursday, March 4th at 4:00 p.m.
 Audit & Finance Committee Meeting: Tuesday, March 2nd at 8:30 a.m.
 STAMP Committee Meeting: Tuesday, March 2nd at 10:30 a.m.
 Governance & Nominating Committee Meeting: Thursday, March 4th at 3:00 p.m.
 CANCELLED: Annual Meeting: Friday, March 5th at 12:00 p.m.
- 2.2 Agenda Additions / Deletions / Other Business ****Vote**
- 2.3 Minutes: January 7, 2021 ****Vote**
- 3.0 Report of Management – 4:25pm**
- 3.1 Land Pro – Initial Resolution ****Vote** C. Suozzi
- 4.0 Audit & Finance Committee – M. Gray 4:35pm**
- 4.1 December 2020 Unaudited Financial Statements ****Vote**
- 4.2 General Liability Insurance ****Vote**
- 4.3 D&O Insurance ****Vote**
- 4.4 Cyber Insurance ****Vote**
- 4.5 Change Order for Corfu WWTF Expansion ****Vote**
- 5.0 Governance & Nominating Committee – C. Yunker 4:45pm**
- 5.1 Authority Self-Evaluation of Prior Year Performance
- 5.2 Mission Statement & Measurement Report
- 6.0 STAMP Committee – P. Zeliff 5:00pm**
- 6.1 Phillips Lytle Proposal – STAMP Main Substation ****Vote**
- 6.2 Project Gateway SEQR Review ****Vote**
- 7.0 Employment & Compensation Committee – T. Bender 5:10pm**
- 7.1 CEO Merit/COLA Recommendation
- 8.0 Housing Committee – P. Battaglia 5:15pm**
- 8.1 Nothing at this time.
- 9.0 Other Business 5:15pm**
- 9.1 Nothing at this time.
- 10.0 Adjournment 5:15pm**

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35-45

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**GCEDC Board Meeting
Thursday, January 7, 2021
Location: Electronically
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: C. Yunker, T. Bender, C. Klotzbach, P. Battaglia, P. Zelifff
Staff: L. Farrell, M. Masse, L. Casey, J. Krencik, S. Hyde, C. Suozzi, P. Kennett
Guests: D. Cunningham (GGLDC Board Member), S. Noble-Moag
(GGLDC Board Member), M. Wiater (GGLDC Board Member), G. Torrey
(GGLDC Board Member), T. Felton (GGLDC Board Member), R. Gaenzle (Harris
Beach)
Absent: A. Vanderhoof, M. Gray

1.0 Call to Order

P. Zelifff called the meeting to order at 4:00 p.m. via conference call / video conference.

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.

1.1 Enter Executive Session

P. Battaglia made a motion to enter executive session under the Public Officers Law, Article 7. Open Meetings Law Section 105, at 4:01 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

The motion was seconded by C. Yunker and approved by all members present.

1.2 Enter Public Session

C. Klotzbach made a motion to enter back into public session at 4:31 p.m., seconded by P. Battaglia and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, February 4th at 4:00 p.m.

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

STAMP Committee Meeting: : Tuesday, February 2nd at 10:30 a.m.

Governance & Nominating Committee Meeting: Thursday, February 4th at 3:00 p.m.

2.2 Agenda Additions / Deletions / Other Business- Nothing at this time.

2.3 Minutes: December 3, 2020

C. Yunker made a motion to approve the December 3, 2020 minutes as presented; the motion was seconded by C. Klotzbach. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
C. Klotzbach -	Yes	M. Gray -	Absent
A. Vanderhoof -	Absent		

The item was approved as presented.

3.0 Report of Management

3.1 Nothing at this time.

4.0 Audit & Finance Committee

4.1 November 2020 Financial Statements- L. Farrell noted the following:

- On the balance sheet, unrestricted cash increased. We received \$391,000 in fee revenue in November. We closed on the Bright Oak Solar Project and collected the consulting fee related to the Rochester Regional Health bond refinancing.
- Revenues are over budget, while most operating expenses are under budget.
- Payables decreased. We collected a PIF payment in October that was held in restricted cash until it was paid to the municipality in November.
- L. Farrell also noted that she requested the balance of grant funds (\$4M) to be released for the \$8M ESD grant. The Comptroller's office approved the release of \$2M on 1/4/2021 after an audit of previous GURF documentation had been completed.
- Most activity is related to STAMP. Normal monthly activity on the income statements for all funds.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the November 2020 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
C. Klotzbach -	Yes	M. Gray -	Absent
A. Vanderhoof -	Absent		

The item was approved as presented.

4.2 2021 County Funding Contract – L. Farrell noted that the 2021 County Funding Contract was included with Board materials. The funding will remain the same as the previous year's amount of \$233,513. The language in the agreement is also the same as previous years' agreements.

This was recommended for approval by the Committee.

T. Bender made a motion to approve the 2021 County Funding Contract; the motion was seconded by C. Klotzbach. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
C. Klotzbach -	Yes	M. Gray -	Absent
A. Vanderhoof -	Absent		

The item was approved as presented.

4.3 ECIDA Shared Services Agreement – The GCEDC has a shared services agreement with Erie County Industrial Development Agency (ECIDA) for on call IT support services. The GCEDC has had this agreement in place since 2016 and has been very pleased with the service and response time to our issues. We would like to continue this agreement in 2021. The agreement is at an hourly rate of \$85.00. They also provide website hosting services for the GCEDC (\$600 annually), anti-virus software (\$720 annually), CRM Hosting (\$2,200 annually) and any version upgrade would be \$500.00 each occurrence as required.

The following amounts were included in the 2021 budget:

Professional Services - \$6,000 for ECIDA IT consultant (web hosting, anti-virus, hourly IT support)

Dues & Subscriptions - \$2,500 for ECIDA CRM Hosting (actual is \$2,200)

Fund commitment: Not to exceed \$6,000 as included in the Professional Services, and \$2,500 as included in Dues & Subscriptions line items of the 2021 budget

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the ECIDA Shared Services Agreement for 2021 not to exceed \$8,500; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
C. Klotzbach -	Yes	M. Gray -	Absent
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 Proposals for survey of ROW for USFWS force main – The GCEDC asked four companies for bids to survey the ROW for the force main through the wildlife refuge. The survey needs to be completed to the standards set for by US Fish and Wildlife. The results of the bids are as follows:

1. \$13,070 – Frandina Engineering and Land Surveying
2. \$23,900 – Kheops Architecture, Engineering and Surveying

- 3. Declined to bid – Welch & O'Donoghue
- 4. Declined to bid – Ravi Engineering and Surveying

Fund commitment: Not to exceed \$13,070 to Frandina Engineering and Land Surveying for STAMP survey work to be covered under the \$33M.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the survey contract with Frandina Engineering and Land Surveying not to exceed \$13,070; the motion was seconded by C. Klotzbach. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Absent
A. Vanderhoof -	Absent		

The item was approved as presented.

6.2 Barn Lease – One of the local farmers rented the barn at the STAMP site to store some farm equipment over the winter. The current lease agreement expired on December 31, 2020. Attached is a proposed lease agreement for the property through May 31, 2021.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the execution of the Barn Lease Agreement through May 31, 2021; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

10.0 Adjournment

As there was no further business, P. Battaglia made a motion to adjourn at 4:41 p.m., which was seconded by C. Klotzbach and passed unanimously.

1/14/2021



Project Name LandPro Equipment, LLC

Board Meeting Date: February 4, 2021

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

PROJECT DESCRIPTION:

LandPro Equipment LLC will acquire and develop a 14-acre parcel in the town of Batavia, including the construction of a 50,000 square-foot facility for a full-service John Deere Agriculture and Turf Dealership. 95% of the facility will be used for parts, service, and training, with 5% used for retail.

The company pledges to create 5 new jobs and retain 62 existing jobs as part of the \$7 million project. The facility will service a customer base within a 50-mile radius of Batavia, NY and expand workforce training programs for the benefit of the company and Genesee County's workforce.

The project will produce an estimated \$5.3 million in regional and state benefits, including \$4.8 million in estimated temporary (construction) and ongoing payroll for the 5 new jobs only, \$237,000 in property tax revenue and \$121,000 in sales tax revenue during the incentives period.

The company has requested property, sales and mortgage tax abatements totaling \$731,000.

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

Project details: The project will retain 62 FTE's and create 5 FTE's.

Board Discussion:

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 make a \$7 million investment and enhance the long-term tax base when completed.

Board Discussion:

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

Project details: N/A

Board Discussion:

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 offered, the company is investing and helping generate an economic contribution/economic impact of \$7 into the local/regional/state economy. See economic impact report for further details.

Board Discussion:

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: The project supports our Agri-Business strategic industry.

Board Discussion:

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

Project details: The project is planning to begin construction by Summer of 2021 and be operational in 2022.

Board Discussion:

Handwritten: 1/11/2021

Customer Information

Potential Customer:	Land Pro	Opportunity Type:	Expansion
Proj. St. Address:	West Saile Drive & Call Parkway	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Town of Batavia//	Type of Project:	Expansion
Proj. Description:	2020-21 New Land Pro facility	New Jobs:	5
Total Capital Investment:	\$7,000,000	Retained Jobs:	62
Incentive Amount:	\$731,000	School District:	Elba
Benefited Amount:	\$7,000,000	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre- project value of land and or buildings excluded)

Project Information

Organization:	GCEDC
Opportunity Source:	3rd Party Professional
Initial Acceptance Date:	2/4/2021 12:00:00 AM
Date of Public Hearing:	
Inducement Date:	

Opportunity Summary: LandPro Equipment LLC will acquire and develop a 14-acre parcel in the town of Batavia, including the construction of a 50,000 square-foot facility for a full-service John Deere Agriculture and Turf Dealership. 95% of the facility will be used for parts, service and training, with 5% used for retail.

The company pledges to create 5 new jobs and retain 62 existing jobs as part of the \$7 million project. The facility will service a customer base within a 50-mile radius of Batavia, NY and expand workforce training programs for the benefit of the company and Genesee County's workforce.

The project will produce an estimated \$5.3 million in regional and state benefits, including \$4.8 million in estimated temporary (construction) and ongoing payroll for the 5 new jobs only, \$237,000 in property tax revenue and \$121000 in sales tax revenue during the incentives period.

The company has requested property, sales and mortgage tax abatements totaling \$731,000.

Economic Impact: The project has an estimated economic impact of \$7 for every \$1 of incentives.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$6,300,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$0	Equipment (Taxable) / Other Proj Investment:	\$200,000
Land Cost (Real Estate):	\$500,000		
Total Capital Investment:	\$7,000,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$316,000	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$60,000	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$355,000		
Total Estimated Tax Incentives Provided:	\$731,000		

Total Amount Finance:	\$7,000,000		
Mortgage Amount:	\$6,000,000	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	Other
City of Batavia:	\$0	Other Amount:	\$1000000
Chamber of Commerce:			
Total Amount Finance:	\$7,000,000		

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1/11/2021

Cost-Benefit Analysis for Land Pro Equipment, LLC

Prepared by Genesee County Economic Development Center using InformAnalytics

Executive Summary

INVESTOR
Land Pro Equipment,
LLC

TOTAL INVESTED
\$7.0 Million

LOCATION
Saile Drive and Call
Parkway, Batavia, NY
14020

TIMELINE
10 Years

FIGURE 1

Discounted* Net Benefits for Land Pro Equipment, LLC by Year

Total Net Benefits: \$4,507,000

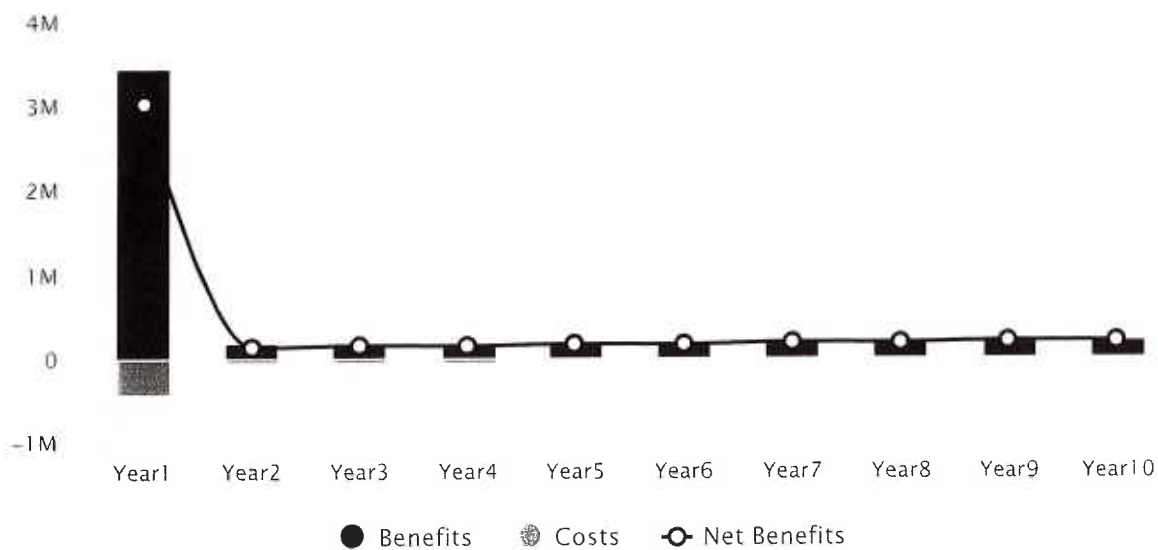


FIGURE 2

Total Jobs

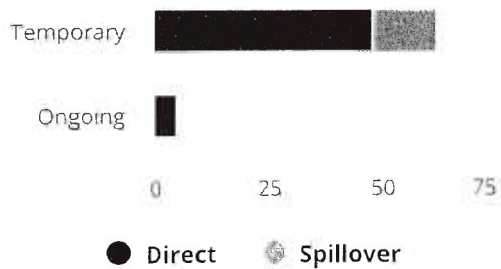


FIGURE 3

Total Payroll

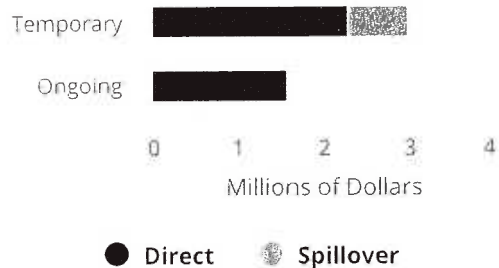


TABLE 4

Benefit to Cost Ratio

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

Description	Benefit*	Cost*	Ratio
Region	\$4,960,000	\$520,000	10:1
State	\$256,000	\$189,000	1:1
Grand Total	\$5,217,000	\$709,000	7:1

May not sum to total due to rounding.

* Discounted at 2%

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.

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	\$4,365,000	\$744,000	\$5,109,000
To Private Individuals	\$4,078,000	\$735,000	\$4,813,000
Temporary Payroll	\$2,323,000	\$735,000	\$3,058,000
Ongoing Payroll	\$1,754,000	\$0	\$1,754,000
To the Public	\$287,000	\$9,000	\$296,000
Property Tax Revenue	\$237,000	N/A	\$237,000
Temporary Sales Tax Revenue	\$29,000	\$9,000	\$38,000
Ongoing Sales Tax Revenue	\$22,000	\$0	\$22,000
STATE BENEFITS	\$219,000	\$45,000	\$263,000
To the Public	\$219,000	\$45,000	\$263,000
Temporary Income Tax Revenue	\$104,000	\$35,000	\$139,000
Ongoing Income Tax Revenue	\$63,000	\$0	\$63,000
Temporary Sales Tax Revenue	\$29,000	\$9,000	\$39,000
Ongoing Sales Tax Revenue	\$22,000	\$0	\$22,000
Total Benefits to State & Region	\$4,584,000	\$789,000	\$5,373,000
Discounted Total Benefits (2%)	\$4,428,000	\$789,000	\$5,217,000

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 Land Pro Equipment, LLC.

Description	Nominal Value	Discounted Value*
Property Tax Exemption	\$355,000	\$334,000
Sales Tax Exemption	\$316,000	\$316,000
Mortgage Recording Tax Exemption	\$60,000	\$60,000
Total Costs	\$731,000	\$709,000

May not sum to total due to rounding.

* Discounted at 2%

Proposed Investment

Land Pro Equipment, LLC proposes to invest \$7.0 million at Saile Drive and Call Parkway, Batavia, NY 14020 over 10 years. Genesee County Economic Development Center staff summarize the proposed with the following: Seeking to build a 50,000 sf facility for regional operation for a full service John Deere Agriculture and Turf Dealership, including a tech training center.

TABLE 1

Proposed Investments

Description	Amount
CONSTRUCTION SPENDING	
50000	\$6,300,000
OTHER SPENDING	
land and engineering	\$500,000
equipment	\$200,000
Total Investments	\$7,000,000
Discounted Total (2%)	\$7,000,000

May not sum to total due to rounding.

FIGURE 4

Location of Investment



MAN
1/14/2022

INITIAL RESOLUTION
(LandPro Equipment LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, February 4, 2021.

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

Resolution No. 02/2021 - _____

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 LANDPRO EQUIPMENT LLC, (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, **LANDPRO EQUIPMENT LLC**, a Delaware limited liability company, 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 or retention by the Agency of a leasehold or other interest in certain land located at the intersection of West Saile Drive and Call Parkway, Town of Batavia, New York, Genesee County, New York (the "Land"), being more fully identified as tax map numbers 4.-1-25.2 and 4.-1-46, (ii) the construction on the Land of an approximately 50,000 square-foot full-service John Deere agriculture and Turf dealership for sales, parts, service and training and retail sales (the "Improvements"), and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (iii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents, (iv) take a leasehold interest in the Land, the 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, construction 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; and

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

Section 1. The portion of the Facility that is primarily used in making retail sales (as such term is defined in Section 862(2)(a) of the General Municipal Law of the State of New York) to customers who personally visit such Facility shall constitute less than one-third of the total Project cost, as indicated in the Application of the Company to the Agency.

Section 3. The Agency is hereby authorized to conduct a public hearing in compliance with the Act.

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

Section 5. 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	[]	[]	[]	[]
Amy Vanderhoof	[]	[]	[]	[]
Andrew Young	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION
(LandPro Equipment LLC Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on February 4, 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 February, 2021.

Secretary

**Genesee County Economic Development Center
December 2020 UNAUDITED Dashboard
Balance Sheet - Accrual Basis**

	<u>12/31/20</u>	<u>11/30/20</u>	<u>[Per Audit] 12/31/19</u>
ASSETS:			
Cash - Unrestricted	\$ 2,256,813	\$ 2,228,285	\$ 1,409,323
Cash - Restricted (A)(1)	8,089,027	8,573,012	13,742,990
Cash - Reserved (B)	791,347	790,927	788,561
Cash - Subtotal	11,137,187	11,592,224	15,940,874
Grants Receivable (2)	84,350	69,850	386,091
Accts Receivable- Current (3)	280,042	343,403	397,089
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	26,473	2,105	33,355
Loans Receivable - Current	52,923	51,923	51,450
Total Current Assets	11,583,807	12,062,337	16,811,691
Land Held for Dev. & Resale (5)	15,828,163	15,541,910	13,886,275
Furniture, Fixtures & Equipment	67,982	67,982	67,982
Total Property, Plant & Equip.	15,896,145	15,609,892	13,954,257
Less Accumulated Depreciation	(67,982)	(67,979)	(67,917)
Net Property, Plant & Equip.	15,828,163	15,541,913	13,886,340
Accts Receivable- Non-current (6)	279,650	279,650	559,295
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	253,121	257,865	309,788
Other Assets	532,771	537,515	869,083
TOTAL ASSETS	27,944,741	28,141,765	31,567,114
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (12)	160,725	160,725	160,725
Deferred Outflows of Resources	160,725	160,725	160,725
LIABILITIES:			
Accounts Payable (7)	98,315	4,119	927,789
Loan Payable - Genesee County - Current (8)	290,000	290,000	285,000
Accrued Expenses (9)	11,513	65,214	12,608
Unearned Revenue (10)	6,853,665	7,440,668	10,408,563
Total Current Liabilities	7,253,493	7,800,001	11,633,960
Loans Payable - ESD (11)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (8)	3,425,000	3,425,000	3,715,000
Aggregate Net Pension Liability (12)	199,875	199,875	199,875
Total Noncurrent Liabilities	8,821,362	8,821,362	9,111,362
TOTAL LIABILITIES	16,074,855	16,621,363	20,745,322
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (12)	109,989	109,989	109,989
Deferred Inflows of Resources	109,989	109,989	109,989
NET ASSETS	\$ 11,920,622	\$ 11,571,138	\$ 10,872,528

Significant Events:

1. Restricted Cash - ESD deposited \$4M into an imprest account related to the \$8M STAMP grant in November 2019 and \$15.1M into an imprest account related to the \$33M STAMP grant in January 2018. Expenditures out of these accounts are pre-authorized by ESD. In May 2018, the County remitted \$4M to the GCEDC 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 qualifying expenditures.
2. Grants Receivable - YTD decreased due to receipt of funds from National Grid as reimbursement for STAMP expenses.
3. Accounts Receivable (Current) - Termed out Project Origination Fees from HP Hood to be collected in the next 12 months.
4. Prepaid Expense(s) - NYS Retirement, D&O insurance, life insurance, long-term and short-term disability.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Receivable - Non-current - Termed out Project Origination Fees from HP Hood that will not be collected within 12 months of the Balance Sheet date.
7. Accounts Payable - 2020 expenses that will be paid in 2021.
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 will make annual payments to the County of \$448,500 beginning in January 2020.
9. Accrued Expenses - United Way contributions to be paid in December 2020.
10. Unearned Revenue - Interest received in advance; Funds received from municipalities to support park development; Funds received from National Fuel to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
11. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
12. 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
December 2020 UNAUDITED Dashboard
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2020	2020
	12/31/20	12/31/19	2020	2019	Board Approved Budget	YTD % of Budget
Operating Revenues:						
Genesee County	\$ 19,463	\$ 19,463	\$ 233,513	\$ 233,513	\$ 233,513	100%
Fees - Projects	169,532	135,000	758,192	394,209	392,000	193%
Fees - Services	6,707	6,686	80,484	80,243	80,483	100%
Interest Income on Loans	302	346	3,877	3,934	3,877	100%
Rent	5,600	5,730	28,158	24,452	23,995	117%
Common Area Fees - Parks	-	-	700	-	-	N/A
Grants (1)	602,789	1,297,958	4,131,631	3,110,349	26,022,377	16%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	300,000	300,000	300,000	100%
GCFC Grant - Econ. Dev. Program Support	-	-	50,000	-	50,000	100%
Land Sale Proceeds	-	-	-	90,000	-	N/A
BP ² Revenue	1,127	-	1,871	1,139	2,698	69%
Other Revenue	-	55	7,133	6,197	5,000	143%
Total Operating Revenues	830,520	1,490,238	5,595,559	4,244,036	27,113,943	21%
Operating Expenses						
General & Admin	155,645	158,372	1,284,352	1,255,834	1,379,649	93%
Professional Services	8,728	19,456	43,367	72,048	96,000	45%
Site Maintenance/Repairs	811	3,346	7,776	12,893	17,000	46%
Property Taxes/Special District Fees	-	-	3,746	2,948	11,890	32%
PIF Expense	11,304	2,941	90,779	68,303	93,824	97%
CBA Pass Through	-	-	-	205,125	-	N/A
Site Development Expense	305,232	1,248,916	3,138,262	2,232,072	3,726,352	84%
Cost of Land Sales	-	-	-	47,054	-	N/A
Real Estate Development (2)	286,253	185,179	1,941,888	830,589	24,417,148	8%
Balance Sheet Absorption	(286,253)	(185,179)	(1,941,888)	(830,589)	-	N/A
Total Operating Expenses	481,720	1,433,031	4,568,282	3,896,277	29,741,863	0%
Operating Revenue (Expense)	348,800	57,207	1,027,277	347,759	(2,627,920)	
Non-Operating Revenue (Expense)						
Other Interest Income	684	3,148	20,817	42,772	5,000	N/A
Econ. Dev. Loan Fund (LDC/County)	-	-	-	(233,764)	-	N/A
Total Non-Operating Revenue (Expense)	684	3,148	20,817	(190,992)	5,000	0%
Change in Net Assets	349,484	60,355	1,048,094	156,767	\$ (2,622,920)	
Net Assets - Beginning	11,571,138	10,812,173	10,872,528	10,715,761		
Net Assets - Ending	\$ 11,920,622	\$ 10,872,528	\$ 11,920,622	\$ 10,872,528		

Significant Events:

1. Grants - YTD includes \$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 development costs.
2. Real Estate Development Costs - Includes STAMP development costs.

Genesee County Economic Development Center
December 2020 UNAUDITED Dashboard
Statement of Cash Flows

	December 2020	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 4	\$ 233,513
Fees - Projects	179,032	1,061,837
Fees - Services	20,121	100,545
Interest Income on Loans	243	3,778
Rent	5,400	27,958
Common Area Fees - Parks	-	700
Grants	11,304	874,573
BP ² Revenue	1,127	1,871
GGLDC Grant - Economic Development Program Support	75,000	375,000
GCFC Grant - Economic Development Program Support	-	50,000
Other Revenue	-	7,133
Repayment of Loans	3,744	55,194
General & Admin Expense	(231,402)	(1,277,185)
Professional Services	(8,728)	(54,220)
Site Maintenance/Repairs	(811)	(7,776)
Site Development	(235,584)	(3,764,936)
Property Taxes/Special District Fees	-	(3,746)
PIF Expense	(11,304)	(90,779)
Improv/Additions/Adj to Land Held for Development & Resale	(264,188)	(2,132,505)
Net Cash Used By Operating Activities	(456,042)	(4,539,045)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(285,000)
Net Cash Used By Noncapital Financing Activities	-	(285,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	1,005	20,358
Net Change in Cash	(455,037)	(4,803,687)
Cash - Beginning of Period	11,592,224	15,940,874
Cash - End of Period	\$ 11,137,187	\$ 11,137,187
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 348,800	\$ 1,027,277
Depreciation Expense	3	65
Decrease in Operating Accounts/Grants Receivable	48,861	696,535
(Increase) Decrease in Prepaid Expenses	(24,368)	6,882
Decrease in Loans Receivable	3,744	55,194
Increase in Land Held for Development & Resale	(286,253)	(1,941,888)
Increase (Decrease) in Operating Accounts Payable	93,875	(827,117)
Decrease in Accrued Expenses	(53,701)	(1,095)
Decrease in Unearned Revenue	(587,003)	(3,554,898)
Total Adjustments	(804,842)	(5,566,322)
Net Cash Used By Operating Activities	\$ (456,042)	\$ (4,539,045)

GCEDC
Audit & Finance Committee Report
February 2, 2021

Insurance Renewal

The Board previously approved extending insurance coverage with Selective Insurance through the end of February 2021 while Tompkins worked on obtaining alternative insurance proposals. Tompkins went out to bid for the Agency's 2021 insurance renewal. Other markets were explored as listed in the attached document, but they were unable to find another carrier that was able to meet the GCEDC's needs at an affordable rate.

Joe Teresi, Dave Boyce and Tim Spezzano will be attending the committee meeting to discuss.

The total premium proposed by Selective is within the amounts included in the EDC and LDC 2021 budgets.

Market Summary for:

Genesee County Economic Development Center

Presented by Joseph Teresi, CPCU, Vice President



COVERAGE

	2020 Selective	2021 Selective
PROPERTY EXPOSURES		
Buildings	\$7,048,428	\$7,362,669
Business Personal Property	\$94,987	\$97,552
Business Income/Loss of Rents	\$505,000	\$640,000
COMMERCIAL GENERAL LIABILITY EXPOSURES		
Real Estate Development Property (Acres)	263	236
Vacant Land (Acres)	1,235	1,267
Buildings - mercantile, manufacturing (Square footage)	42,000	42,000
Subcontractors (Cost)	\$50,000	\$50,000
Dwellings - One Family	1	0
Warehouse (Square footage)	4,950	4,950
PREMIUM		
TOTAL PREMIUM	\$34,150	\$35,620

OTHER MARKETS APPROACHED

- Acadia** - declined due to classification: Real Estate development ineligible
- AmTrust** - declined due to large schedule of Real Estate development land
- Chubb** - declined due to classification: Real Estate development ineligible
- Cincinnati** - declined due to classification: liability exposure during site improvement
- C.NA** - declined due to classification: Real Estate development ineligible
- GNY Mutual** - declined due to classification: Real Estate development ineligible
- Hanover** - declined due to classification: Real Estate development ineligible
- Hartford** - declined due to classification: Real Estate development ineligible
- Liberty Mutual** - no response to submission: multiple attempts
- Michigan Millers** - declined due to classification: Real Estate development ineligible
- Nationwide** - declined due to classification: Real Estate development ineligible
- Philadelphia** - declined due to classification: Real Estate development ineligible
- Travelers** - County or city must be insured with Travelers before they will review EDC
- Utica National** - declined due to classification: Real Estate development ineligible

4.2

Hi Jeanne,

I hope all is well! Unfortunately this one does not fit our appetite & I'll have to pass. Best of luck in placing their coverage & stay safe!

David Smith

Sr. Underwriter – Middle & Large Commercial
New York State Regional Office

The Hartford Financial Services Group, Inc.
301 Woods Park Drive | 1st Floor
Clinton, NY 13323
P: 315-235-4473
Email: david.smith5@thehartford.com

Endorsements: agency.services@thehartford.com

Electronic Business Center (EBC): <http://ebc.thehartford.com>



Business Insurance
Employee Benefits
Auto
Home

Jeanne,

After reviewing this account would not be a fit for Commercial Accounts. I will see if our Public Sector unit can move forward.

Thanks

Cody Betton | Account Executive | Commercial Accounts
Travelers
One Park Place | Suite 400
Albany, NY 12205
Office- 518-454-4520

Good morning Jeanne,

This was referred to PSS for review. In order to consider an economic development authority, we must write the county or city for which it is set up. Is there an opportunity on either of those in this case?
Thank you.

Tami Jo Stark, MBA, CPCU, CIC/ Territory Manager/Public Sector Services
Travelers
112 Washington Place, Suite 910
Pittsburgh, PA 15219
304 546 8115 mobile
412 338 3024 office
866 763 5785 direct fax

4.2

25

Jeanne Prill

From: Abdella, Anibal <Anibal.Abdella@acadia-ins.com>
Sent: Friday, December 18, 2020 5:16 PM
To: Jeanne Prill
Cc: Milano, Peter
Subject: [EXTERNAL] Declination: Genesee County Economic Development Center

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Date: December 18, 2020

Tompkins Insurance Agencies, Inc.
Attn: Jeanne Prill, Assistant Vice President/CL Marketing Specialist

Re: Genesee County Economic Development Center
Line(s) of business: Package & Umbrella
Effective date: 03/01/2021

Dear Jeanne:

We appreciate the opportunity to review this account for consideration. Unfortunately we are unable to quote this for you due to:

- Loss Experience
 - Unable to compete with current pricing
 - Unsatisfactory loss control
 - Poor financials
 - Other: Real estate development operations are outside of Acadia's underwriting appetite.
-

Please feel free to contact me if you have any questions or if we can be of further assistance. Again thank you for considering Acadia as a potential carrier for this risk.

Regards,

Peter Milano, Underwriter I, Commercial Lines
(518) 292-5006

Anibal Abdella, AINS, AIS
Acadia Insurance
(a Berkley Company)

Memo



Wesco Insurance Company
An AmTrust Financial Company

DATE: 1/14/2021
TO: jprill@tompkinsfinancial.com;
Tompkins Insurance Agencies, Inc.
FAX NUMBER: (585) 344-1354
FROM: Robert Chwalkowski
SUBJECT: Genesee County Economic Development Center Quote# 4902939 -
Decline Account

After reviewing the information provided, we must decline this risk for the following reasons:

Declined – Large Schedule of Real Estate Development land, Ineligible exposure, Warehouses, Dwellings.

We appreciate your business and thank you for considering AmTrust to meet your client's insurance needs.

Jeanne Prill

From: Cerio, Jeremy <jcerio@chubb.com>
Sent: Friday, December 18, 2020 3:35 PM
To: Spampinato, Corry L
Cc: Jeanne Prill
Subject: RE: YELLOW- [EXTERNAL] Submission: Genesee Economic Development Center 3/1/2021 [Incident: 201217-004276]

Sorry Jeanne,
This one would be outside of our appetite.

Thanks
Jeremy



Jeremy Cerio
Territory Sales Leader - Chubb Small Business

645 Clinton Square, Rochester, NY 14604, United States
O 585-238-8029 M 585-491-1342
E jcerio@chubb.com



Small Commercial Help Desk: 1-800-664-8514

Your Small Commercial UW: [Lindsay Heske](mailto:Lindsay.Heske@chubb.com) 860-408-2584

Small Commercial Billing: 1-833-550-9660 SCBilling@chubb.com

Small Commercial Claims Line: BOP, Umbrella: 1-844-539-3801
Small Commercial Claims: WC: 1-800-699-9916
Claims FNOL Email: ACECRS-claims@chubb.com

From: Spampinato, Corry L
Sent: Friday, December 18, 2020 9:22 AM
To: Cerio, Jeremy
Cc: Jeanne Prill
Subject: FW: YELLOW- [EXTERNAL] Submission: Genesee Economic Development Center 3/1/2021 [Incident: 201217-004276]

Good morning Jeremy,
This isn't a fit for middle market – due to the size of it, it would fall to you in small business.
Can you take a look at this and let Jeanne know if it's something you can consider?

Please note that I will be out of the office December 23rd and our office is closed December 24th & 25th.

Jeanne Prill

From: Gordon, Jamison <Jamison_Gordon@CINFIN.com>
Sent: Wednesday, January 20, 2021 10:47 AM
To: Jeanne Prill
Cc: Groat, James
Subject: [EXTERNAL] RE: Submission: Genesee Economic Development Center 3/1/2021

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Hello Jeanne,

This is our response from the last time we looked at this account. Please let me know if you feel the exposures have changed or if we are off base?

Linda -
Thank you for your submission.

Cincinnati does not write industrial development agencies for several reasons : the owned property is often "incubator" LRO occupancies, difficult to underwrite and control on the property coverage side ; the land and buildings under development - a liability policy becomes an owners interest policy during construction and development, with the same construction exposures and NY labor law issues as a contractor.

Please accept this email as our formal declination.

From: Jeanne Prill
Sent: Monday, January 11, 2021 11:22 AM
To: Gordon, Jamison
Cc: Groat, James
Subject: RE: Submission: Genesee Economic Development Center 3/1/2021



EXTERNAL EMAIL
Do not open attachments or click links in emails from unexpected or unknown senders.

Looks like my submission was missing some COPE info for Location# 2. Apologies for any inconvenience. Revised Property ACORD attached. Thank you.

Jeanne Prill, CPCU
Assistant Vice President/CL Marketing Specialist
Tompkins Insurance Agencies, Inc.
90 Main St, Batavia, NY 14020
Telephone 607-257-6035 Extension 40927
Fax 888-339-8337
Mobile 607-220-7216

Jeanne Prill

From: Culhane, Jennifer <JCULHAN@nationwide.com>
Sent: Friday, December 18, 2020 12:21 PM
To: Jeanne Prill
Subject: [EXTERNAL] re: Genesee County Economic Development Center - Account: 105383687

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Good afternoon Jean,

Thank you for the opportunity to review the above referenced account.

After a review of the insured's operations, and industries served, we are going to decline to offer coverage.

We are not currently a market for the operations to include comprehensive site development and renovation exposures.

We reviewed this account in 2013, and it was declined for same.

Thanks again for checking with Nationwide!

Have a great afternoon!

Sincerely,



Nationwide
Is on your side



Jennifer Culhane
Small Market Premier Commercial Lines Underwriter
Proud Nationwide Member 2015
NERO
267.416.3889
jculhan@nationwide.com

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Jeanne Prill

From: Maier, Kyle <Kyle.Maier@phly.com>
Sent: Monday, January 4, 2021 10:40 AM
To: Jeanne Prill
Cc: Murray, Kathy
Subject: [EXTERNAL] GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, DBA: GENESEE, 31324 PathID: 14311999, Effective 3/1/2021

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Hi Jeanne,

I just left you a voicemail on this account. Based on the information we have currently this is not something that would be a fit for our real-estate product. Thank you for giving us an opportunity and please let us know if we can help with anything else you may be working on.

Thank you,
Kyle Maier
Marketing Representative
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

100 Corporate Parkway, Suite 304 | Amherst, NY 14226
O: 716.541.9566 | M: 716.364.5159 | Kyle.Maier@phly.com
PHLY.com

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Jeanne Prill

From: Kathy DeRousseau <kderousseau@GNY.com>
Sent: Thursday, January 14, 2021 11:04 AM
To: Jeanne Prill
Subject: [EXTERNAL] Genesee County Economic Development Center 4463512

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOWPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Jeanne,

Thank you for the above submission. Unfortunately I am going to have to decline to offer a quote on this risk. GNY is not a market for any type of real estate development exposures. Sorry I was not able to help. If you have any questions please do not hesitate to contact me.

Thank you,
Kathy



Kathy DeRousseau | Senior Production Underwriter | Greater New York Insurance Companies |
180 Glastonbury Blvd. | Glastonbury | CT | 06033 | Telephone: 860-652-7090 Ext 3126 | Direct: 860-
249-7686 | Mobile 716-982-1800 | Fax: |
Email: kderousseau@GNY.com
For more information about Greater New York Insurance Companies, please visit our website at
www.GNY.com
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Jeanne Prill

From: uticanational.underwritingteam@uticanational.com
Sent: Friday, December 18, 2020 12:04 PM
To: lusanne.buckley@uticanational.com; OnbaseAdmin@uticanational.com; Jeanne Prill; CHRISTINA.BUSH@UTICANATIONAL.COM
Subject: [EXTERNAL] Underwriting Decision on GENESEE AGRI-BUSINESS LLC, GENESEE COUNTY ECONOMIC DEVELOPMENT CE - CPP/UMB - Acct# 300613385 - Agent ID U9902 - Agent Name -TOMPKINS INS AGENCIES,INC

Importance: High

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Thank you for giving Utica National the opportunity to review GENESEE AGRI-BUSINESS LLC, GENESEE COUNTY ECONOMIC DEVELOPMENT CE.

Unfortunately, we are unable to provide the requested coverage due to: Not a market for land development operations or economic development agencies. Thank you for the opportunity to review!

If you have any questions about this decision, please contact your underwriter, CHRISTINA BUSH, directly at 3152356626 or toll free at 1(800)-678-8422 ext 6626. Your underwriter can also be reached via email at Christina.bush@uticanational.com..

We appreciate your business and look forward to your next submission.

Sincerely,

Your Utica National Underwriting Team

Note: This email box does not respond to incoming messages.

Jeanne Prill

From: Lane, Brian <BLane@mimillers.com>
Sent: Wednesday, January 27, 2021 10:54 AM
To: Jeanne Prill
Subject: [EXTERNAL] 2021 01 27 - Decline - Genesee Economic Development Corporation, dba Genesee County Economic Development Center
Attachments: Cleaned_ACORDS all lines.pdf; Cleaned_IMPORTED FROM PDF PRINT DRIVER.PDF

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Jeanne,

Thank you for thinking of Michigan Millers for your client's coverage needs. Unfortunately, this particular submission is not a fit. We are not a market for a not-for-profit corporation operating as a municipal economic growth and development agency, so I am declining to offer a quote.

Best regards,

Brian N. Lane, CPCU
Production Underwriter
Michigan Millers Insurance
109 Bassett Road
Amherst, New York 14221
BLane@mimillers.com
Office: (517) 371-7749
Mobile: (716) 327-2593



Good morning Jeanne.

Thank you for the phone call this morning, my apologies for the delay in reviewing this. Per our discussion, due to the development operations and potential for Labor Law claims, we regretfully are not a market for these types of risks.

Per usual, I appreciate the opportunity to review. So sorry we can't assist!
Have a great day!

Alaina Donegan

Senior Middle Market Sales Underwriter
The Hanover Insurance Group
251 Salina Meadows Parkway, Suite 260
North Syracuse, NY 13212

Mobile: 607.760.7775
Office: 315.453.4376
Email: adonegan@hanover.com



GCEDC
Audit & Finance Committee Report
February 2, 2021

D&O Insurance Renewal

Lawley Insurance has provided us with a proposal for renewal of our current Directors & Officers/Employment Practices Liability Insurance with Travelers. The renewal price reflects an overall price increase of only \$528 (\$264/entity) compared to the current policy. The current policy expires on 2/23/2021.

The cost of this policy would be split between GCEDC and GGLDC (\$5,496/entity) and is within each entity's budget for 2021.

Coverage for the new Water and Sewer Works Transportation Corporations has not been included in this proposal. These entities can be added when we have more information to provide.

Cyber Liability

Lawley Insurance has provided us with a proposal for a Cyber Liability policy. The benefits of having this type of coverage in place will be discussed at the meeting.

INSURANCE PROPOSAL



**Genesee County Industrial
Development Agency**
January 27, 2020

Lawley

lawleyinsurance.com | 1.844.4LAWLEY

4.3 / 4.4

Risk Management

lawleyinsurance.com/riskmanagement

Loss Control & Safety Services

- Safety Training & Safety Program Evaluations
- General Liability Loss Control
- Loss Source and Trending Analysis
- Code Rule 59 Consultation
- OSHA Assistance
- Defensive Driving Courses & Vehicle Fleet Loss Control
- Ergonomics Evaluation, Training, & Development
- Captive Loss Control
- Life Safety & Evacuation Plans
- Fire & Protection Systems Assistance
- Site Hazard Analysis
- Return to Work Programs
- Industrial Hygiene - Air, Noise Sampling
- Business Interruption - Contingency & Continuity Planning
- Contractual Liability & Risk Transfer
- Grant Submission & Training
- Accident Investigation

Claims Management

- Claim Trend Analysis
- Claims Reviews (Workers' Compensation and General Liability)
- Claims Consulting Services
- Coverage Analysis Consulting and Monitoring
- Experience Modification Review and Recalculation
- First Aid Claim Program (Workers' Compensation)
- Litigation Management
- Reserve Analysis (Loss Forecaster Software)

Personal Insurance

lawleyinsurance.com/personal

- Automobile Insurance
- Homeowners Insurance
- Vacation or Secondary Home Insurance
- Jewelry, Fine Arts, and Collectibles Insurance
- Renters Insurance
- Condominium Insurance
- Landlord (Rental Properties) Insurance
- Excess/Personal Umbrella Liability
- Flood Coverage, Primary & Excess
- Life Insurance
- Motorcycle Insurance
- Recreational Vehicle Insurance
- Watercraft Insurance
- Co-Ops Insurance
- Identity Theft Insurance
- Trip/Travel/International Medical & Evacuation Coverage
- Workers' Compensation (Domestic Help)
- Earthquake

MyWave

lawleyinsurance.com/mywave

MyWave – A customized portal for your HR needs: thousands of valuable resources, OSHA forms and peer-based forums to keep you informed and in-the-know

Lawley Benefits University

lawleyinsurance.com/lbu

Lawley Benefits University – Resources and events to help keep you informed about changes to healthcare legislation, healthcare reform, compliance issues and more. These tools help you successfully control insurance costs while staying educated on changes to the insurance environment

Products/services are subject to state eligibility

At Lawley Insurance we are committed to providing our clients with the best possible service. We have assembled an experienced team dedicated to your account.

The Specialty Account Manager supports your Producer in the servicing of your specialty policy needs.

Specialty Account Manager	Caitlin Celis	Phone:	(716) 849-4375
		Fax:	(716) 849-8291
		Email:	ccelis@lawleyinsurance.com

The Insurance Advisor evaluates your exposures and designs a cost-effective program.

Insurance Advisor	William Fritts, Jr.	Phone:	(585) 344-9500
		Fax:	(716) 849-8291
		Email:	bfritts@lawleyinsurance.com

The Account Executive supports your Producer and commercial lines team in the servicing of your account.

Account Executive	Susie E. Ott	Phone:	(585) 344-9501
		Fax:	(716) 849-8291
		Email:	sott@lawleyinsurance.com

The Account Technician quality controls policy documents and manages all invoicing.

Account Technician	Cheryl Pena	Phone:	(716) 849-8687
		Fax:	(716) 849-8291
		Email:	cpena@lawleyinsurance.com

The Claim Consultant is responsible for reporting all loss information to the insurance company and then following up to make certain the claim is resolved.

Claim Consultant	Krista Voigt	Phone:	(716) 849-8651
		Fax:	(716) 849-8291
		Email:	kvoigt@lawleyinsurance.com

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Named Insured

Genesee County Industrial Development Agency dba Genesee County Economic Development Center
 Genesee Gateway Local Development Corp
 Genesee Agri-Business LLC
 Genesee County Funding Corporation

Policy Term:	2/23/2021 - 2/23/2022
Retroactive Date:	Full Prior Acts
Policy Type:	Directors & Officers/Employment Practices Liability – Claims Made
Policy Number:	106468425
Carrier:	Travelers Casualty & Surety Company of America - Admitted, "A++" A.M. Best Rating

Coverage	Limit	Retention
Directors & Officers Liability	\$5,000,000	\$10,000
Employment Practices Liability	\$1,000,000	\$10,000

Additional Coverage Information

- Duty to Defend policy form
- Prior & Pending Litigation Date & Continuity Date
 - Directors & Officers: 2/23/1991
 - Employment Practices Liability: 2/23/2016
- Wage & Hour Defense Expense Sublimit: \$100,000
- Workplace Violence Expenses Sublimit \$250,000
- Defense Costs within the Limits
- Employment Practices Liability: Volunteers, Temporary Workers, and Interns are considered employees per the policy's definition of Employee

Binding Requirements

- Request to bind

Extended Reporting Period

- 12 Months at 75% of Annual Premium

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.

4.3/4.4

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Named Insured

Genesee County Industrial Development Agency dba Genesee County Economic Development Center

Policy Term:	2/23/2021 - 2/23/2022
Retroactive Date:	Full Prior Acts
Policy Type:	Network Security / Privacy Liability Full Program – Claims Made
Carrier:	Hudson Excess Insurance Company (Non-Admitted; "A" A.M. Best Rating)

Coverage	Limit	Retention
First Party Insuring Agreement		
Business Interruption	\$1,000,000	6 hours
Contingent Business Interruption	\$1,000,000	6 hours
Digital Asset Destruction, Data Retrieval & System Restoration	\$1,000,000	\$5,000
System Failure Coverage	\$1,000,000	6 hours
Reputational Loss Coverage	\$1,000,000	2 weeks
Cyber Extortion & Ransomware Coverage	\$1,000,000	\$5,000
Breach Response & Remediation Expenses	\$1,000,000	\$5,000
Third Party Insuring Agreement		
Network Security & Privacy Liability	\$1,000,000	\$5,000
Regulatory Investigations, Fines & Penalties	\$1,000,000	\$5,000
Media Liability	\$1,000,000	\$5,000
PCI DSS Assessment Expenses	\$1,000,000	\$5,000
Breach Management Expenses	\$1,000,000	\$5,000
Total Policy Aggregate	\$1,000,000	N/A

Additional Coverage Information

- Social Engineering & Cyber Crime Sublimit: \$250,000
- Bodily Injury Claims: \$100,000
- Bricking Endorsement: \$1,000,000
- CryptoJacking Endorsement
- Defense Expenses Outside the Limit: \$1,000,000
- Forensic Accounting Coverage: \$50,000
- Invoice Manipulation Loss: \$250,000

Increased Limit Option

- Same terms & conditions as above
- \$1,000,000/\$1,000,000 limits increase to \$2,000,000/\$2,000,000
- Additional Premium: \$1,708.06

Extended Reporting Period

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.

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Coverage	2/23/2020 - 2/23/2021	2/23/2021 - 2/23/2022
Directors & Officers Liability	\$ 10,464.00	\$ 10,992.00
Cyber Liability	N/A	\$3,199.61 <i>Including Taxes & Fees</i>
Total Premium	\$ 10,464.00	\$ 14,191.61

Binding Requirements

- Request to bind
- A completed, signed & dated Corvus Smart Cyber Application, including responses to all questions missing responses or answered with "Uncertain"
- Signed Total Cost Form
- Signed Terrorism Waiver if coverage is rejected
- Policyholder contact information (client name, policyholder name, email, job title) to grant access to the Corvus policyholder resource dashboard upon bind

4.3/4.4

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Please review the contact information we have on file. Over the course of a year, we may need to reach out to you for updates, notices or important information. If there is a specific person we should contact directly for billing, claims, inspections, service requests, please note that next to their name and the preferred method of contact.

Changes or Corrections

Contact Name	Penny Kennett
Contact Address	Genesee County Industrial Development Agency 99 MedTech Dr STE 106 Batavia NY 14020
Contact Phone #	(585) 343-4866
Contact Email	pkennett@gcedc.com
Description	

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Genesee County Industrial Development Agency

Genesee County Industrial Development Agency
99 MedTech Dr STE 106
Batavia, NY 14020

Is the mailing address listed above correct? Yes: _____ No: _____

If you have answered No to the question shown above, please make corrections below:

Please respond in Section 1 **and** Section 2, then sign where indicated:

Section 1 - Select one of the following by placing an (X) in the appropriate box

By my signature below, I certify that I have requested Lawley Service bind coverage as shown in this proposal. All changes from the original proposal are noted and initialed.

By my signature below, I certify that I have requested Lawley Service bind coverage as shown in this proposal, with no changes from the original proposal

Section 2 - Select one of the following by placing an (X) in the appropriate box

By my signature below, I certify that I have declined quotes for additional coverages

By my signature below, I certify that I have requested Lawley Service obtain Quotes for the following coverage: *(please list below)*

Signed: _____

Date: _____

Name: Genesee County Industrial Development Agency

Term: 2021 - 2022

We ask that you do not accept our brief description of the insurance coverages as a complete explanation of the policy terms. The actual policy language will govern the scope and limits of coverage involved.

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The following disclosure is provided pursuant to Insurance Department Regulation No. 194 (11 NYCRR 30.1 et seq.):

Lawley Service, Inc. and/or branch offices, ("the producer") is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

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January 28, 2021

Genesee County Industrial Development Agency
Genesee County Industrial Development Agency
99 MedTech Dr STE 106
Batavia, NY 14020

Dear Penny:

Lawley has gone "paperless" and we encourage you to do the same. We are pleased to announce the option to receive your insurance policy documents electronically via E-mail.

If you would like to participate in our electronic delivery program, please review the following statement, provide us with your contact/recipient e-mail address and fax number, sign, and return to us via e-mail at ccelis@lawleyinsurance.com or fax number 716-849-8291.

We ("Client") hereby give consent and agree to receive documents related to insurance coverages written through or quoted by Lawley ("Agent/Broker") in the form of electronic records. Agent/Broker may transmit documents to Client through electronic media, including but not limited to electronic mail, optical disks (including but not limited to compact discs and digital versatile discs), floppy disks, hard drives, thumb drives, jump drives, magnetic tapes, facsimiles, downloads from Web sites, and any other kinds of electronic media acceptable to both Client and Agent/Broker. Documents to be so delivered include but are not limited to policy information pages and coverage forms; endorsements; binders; certificates and evidences of insurance; automobile insurance identification cards; premium quotations; premium worksheets; invoices; premium finance agreements; audit statements; loss control reports; claim reports; correspondence; and notices of cancellation and non-renewal. Client's signature or that of Client's representative signifies that Client voluntarily agrees to use electronic records in accordance with section 309 of the New York State Technology Law. Client understands that, from the date of this agreement until such time as Client or Client's representative revokes this consent in writing, Agent/Broker will send documents to Client in electronic form only and will not provide Client with paper copies of the documents. However, Client may specifically request a paper version of an electronically furnished document.

Please forward the documents to us via e-mail at:

Client contact E-mail address: _____

Client Name

Date

Signature

Title

4.3/4.4

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Corfu WWTF expansion (joint project with the Town of Pembroke) change orders

Discussion: In December of 2019, the GGLDC accepted the bid received from STC Construction for a Base Bid amount of \$4,861,000 and authorizing Change Order No. 1 with a deduct amount of \$500,000.

The GGLDC also accepted the bid received from Concord Electric for a Base Bid amount of \$393,000.

The GGLDC committed the cash on hand in restricted BETP account as of 9/30/19 - \$556,001 (plus any interest earned in the account up to the date of disbursement) and future CBA payments (9 years at \$93,000 per year) unless the debt is paid off early).

The work on the WWTF is almost complete, and there are two additional change orders presented today. One change order from STC and one from Concord Electric.

The Town of Pembroke has passed a bonding resolution that will cover the increase in cost as a result of the change orders and is not asking the GGLDC for any additional funds.

Fund commitment: Nothing additional.

Committee action request: Recommend approval to the full Board of the two change orders presented here with no additional commitment of funds.

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Date of Issuance: January 21, 2021 Contract Effective Date: November 7, 2019
 Owner: Town of Pembroke Owner's Contract No.: 1
Genesee County Economic Development Center
Genesee Gateway Local Development Center
 Contractor: STC Construction, Inc. Contractor's Project No.: 1924
 Engineer: CPL Engineer's Project No.: 14243.00
 Project: Corfu Wastewater Treatment Facility Expansion Contract Name: Contract A – General Construction

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

Description: In order to facilitate more efficient long term operation of the treatment plant the heaters where changed from electric to natural gas.

Change to Natural Gas Heat \$ 27,000.00 Total

Attachments: HVAC Proposal 12-09-20

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>4,861,000.00</u>	Original Contract Times: Substantial Completion: <u>November 1, 2020</u> Ready for Final Payment: <u>December 1, 2020</u>
Decrease Amount of Previously approved Change Order: \$ <u>500,000.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> ; Substantial Completion: <u>Unchanged</u> Ready for Final Payment: <u>Unchanged</u>
Contract Price prior to this Change Order: \$ <u>4,361,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 1, 2020</u> Ready for Final Payment: <u>December 1, 2020</u>
Increase of this Change Order: \$ <u>27,000.00</u>	Increase of this Change Order: Substantial Completion: <u>February 1, 2021</u> Ready for Final Payment: <u>March 1, 2021</u>
Contract Price incorporating this Change Order: \$ <u>4,388,000.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 1, 2021</u> Ready for Final Payment: <u>March 1, 2021</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>[Signature]</i></u>	By: <u><i>[Signature]</i></u>	By: _____
Engineer (if required)	Contractor (Authorized Signature)	Owner (Authorized Signature)
Title: <u>Vice President</u>	Title: <u>Vice President</u>	Title: _____
Date: <u>1/8/2021</u>	Date: <u>01/07/21</u>	Date: _____

ACCEPTED:	ACCEPTED:
By: _____	By: _____
Owner (Authorized Signature)	Owner (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

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STC Construction, Inc.

December 9, 2020

Dan Insinna
CPL
205 St. Paul Street
Suite 500
Rochester, NY 14604

Re: Final HVAC Gas Proposal

Dear Mr. Insinna:

STC Construction, Inc. is pleased to provide this proposal to complete the additional / modified HVAC scope of work as depicted on the revised drawing set dated 10/08/2020. See attached drawings W-03, H200, H201, H202, H900 for details. Proposal includes the modifications necessary to convert from Electric to Gas heat. Gas piping is included inside the buildings to the equipment. All buried gas line work is not included / by others.

Modifications to Provide Gas Heat in lieu of Electric: \$ 27,000.00 Add

Thank you. and feel free to contact me with any questions regarding this proposal.

Sincerely,



Jason C. Rice, Vice President
STC Construction, Inc.

Date of Issuance: January 8, 2021 Contract Effective Date: November 8, 2019
 Owner: Town of Pembroke Genesee County Economic Development Center
 Genesee Gateway Local Development Center
 Contractor: Concord Electric Corporation Contractor's Project No.: Corfu WWTP
 Engineer: CPL Engineer's Project No.: 14243.00
 Project: Corfu Wastewater Treatment Facility Expansion Contract Name: Contract B - Electrical

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

Description: To facilitate the more efficient long-term operation of the treatment plant, a natural gas line was installed and the heating system was changed to a natural gas fuel source in lieu of electric. To avoid comingling of accounts and provide a redundancy of utility service, a separate water line was run to the new treatment plant. For optimization of operation and maintenance, long-term durability, safety, and security, additional modifications were made to the lighting, outlets, plant controls, plant monitoring system, and blower controls.

Site gas & water lines	\$ 28,056.00
ATS relocation & electrical service change	\$ 14,887.53
Exterior lighting & Outlet additions	\$ 13,320.57
Plant control modifications and addition of blower VFD's	<u>\$ 17,573.82</u>
Total	\$ 73,837.92

Attachments: PCO#2R2, PCO#5, PCO#11, PCO#16R3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>393,000.00</u>	Original Contract Times: Substantial Completion: <u>November 1, 2020</u> Ready for Final Payment: <u>December 1, 2020</u>
No previous Change Orders: \$ <u>0.00</u>	No previous Change Orders: Substantial Completion: <u>Unchanged</u> Ready for Final Payment: <u>Unchanged</u>
Contract Price prior to this Change Order: \$ <u>393,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 1, 2020</u> Ready for Final Payment: <u>December 1, 2020</u>
Increase of this Change Order: \$ <u>73,837.92</u>	Increase of this Change Order: Substantial Completion: <u>February 1, 2021</u> Ready for Final Payment: <u>March 1, 2021</u>
Contract Price incorporating this Change Order: \$ <u>466,837.92</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 1, 2021</u> Ready for Final Payment: <u>March 1, 2021</u>

RECOMMENDED: By: <u><i>Kevin A. Smith</i></u> Engineer (if required) Title: <u>Vice President</u> Date: <u>1/15/2021</u>	ACCEPTED: By: <u><i>Patricia Clifford</i></u> Contractor (Authorized Signature) Title: <u>Treasurer</u> Date: <u>1/14/21</u>	ACCEPTED: By: <u><i>James E. Schmitt</i></u> Owner (Authorized Signature) Title: <u>Supervisor</u> Date: <u>1/19/2021</u>
--	--	---

ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____
---	---

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PROPOSED CHANGE ORDER

Concord Electric Corp
705 Maple St
Rochester, NY

CCN # 2
Date: 10/16/2020
Project Name: CORFU WWTP
Project Number: CORFU WWTP
Page Number: 1

Client Address:

Work Description

ADD GAS PIPING PER DAVID BARSUK SCOPE OF WORK.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

Itemized Breakdown

Summary

GAS		26,720.00
Material Total		<u>26,720.00</u>
Subtotal		26,720.00
Overhead	(@ 5.000 %)	1,336.00
Subtotal		<u>28,056.00</u>
Final Amount		\$28,056.00

ORIGINAL

A5

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PROPOSED CHANGE ORDER

Concord Electric Corp
705 Maple St
Rochester, NY

CCN # 5
Date: 10/14/2020
Project Name: CORFU WWTP
Project Number: CORFU WWTP
Page Number: 1

Client Address:

Work Description

PRICE FOR REVISED SERVICE.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3 1/2" CONDUIT - RMC - GALV	60	1,556.60	C	933.96	25.00	C	15.00
3 1/2" COUPLING - RMC - GALV	1	1,616.51	C	16.17	0.20	E	0.20
3 1/2" ELBOW 90 DEG - RMC - GALV	6	48.04	E	288.24	250.00	C	15.00
3 1/2x 5" NIPPLE - RMC - GALV	1	1,314.68	C	13.15	110.00	C	1.10
3 1/2x 12" NIPPLE - RMC - GALV	4	2,661.74	C	106.47	110.00	C	4.40
3 1/2" CONN THRD HUB INSUL - RMC - MALL OR STL	4	5,926.01	C	237.04	115.00	C	4.60
3 1/2" BUSHING - PLASTIC	12	129.55	C	15.55	0.20	E	2.40
3 1/2" 2-PC CONDUIT STRUT CLAMP	4	163.02	C	6.52	6.00	C	0.24
3.5" CONDUIT - PVC80	90	289.48	C	260.53	7.25	C	6.53
# 1 THHN BLACK	10	1,423.20	M	14.23	19.00	M	0.19
#350 THHN BLACK	640	5,501.87	M	3,521.20	38.00	M	24.32
3 1/4x 1 5/8x 12G STRUT GALV	10	165.15	C	16.52	16.00	C	1.60
LOCKNUT	24	332.25	C	79.74	5.60	C	1.34
36X36X10 3R BOX	1	350.00	E	350.00	2.00	E	2.00
WEATHERHEADS	2	13,089.01	C	261.78	0.55	E	1.10
POINT OF ATTACHMENT	1	0.00	E	0.00	0.63	E	0.63
Totals	870			6,121.08			80.65

Summary

General Materials		6,121.08
Material Total		6,121.08
ELECTRICIAN	(80.65 Hrs @ \$84.62)	6,824.60
Subtotal		12,945.68
Overhead	(@ 15.000 %)	1,941.85
Subtotal		14,887.53
Final Amount		\$14,887.53

ORIGINAL

H.5

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350 METRO PARK
 ROCHESTER NY 14623-2614
 Phone: 585-458-3600
 Fax: 585-458-4318

To: CONCORD ELECTRIC CORP.
 705 MAPLE STREET
 ROCHESTER NY 14611-1713
 Attn: STEVE TROMBLEY
 Phone: 585-436-6870
 Fax: 585-436-5766
 Email: timothy.keeley@graybar.com

Date: 10/12/2020
 Proj Name: CORFU NEW SERVICE
 GB Quote #: 0236427427
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 10/12/2020
 Valid To: 10/31/2020
 Contact: TIMOTHY KEELEY
 Email: timothy.keeley@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
100	2 EA	ABB ELECTRICAL	SH 109	SG SH109 3 1/2IN SVCE CAP CLMP RGD/I	\$13,089.01	100	\$261.78	
GB Part #: 88254301 UPC #: 78599143366								
200	4 EA	COOPER B-LINE SYS	B2016PAZN	PIPE/COND CLM PREASSEMB RIGID 3 1/2IN ZN	\$163.02	100	\$6.52	
GB Part #: 88035293 UPC #: 78101161094								
300	10 EA	COOPER B-LINE SYS	B22SH-120GLV	SH CHNL 1 5/8 X 1 5/8-9/16 X 1 1/8 10FT	\$165.15	100	\$16.52	
GB Part #: 88035486 UPC #: 78101121330								
400	1 EA	CONDUIT	3-1/2 X 5	3-1/2 X 5-GALVANIZED CONDUIT NIPPLE	\$1,314.68	100	\$13.15	
GB Part #: 88273242 UPC #: 78669200643								
500	1 EA	CONDUIT	3-1/2-GALV- COUP	3-1/2-GALVANIZED RIGID COUPLING	\$1,616.51	100	\$16.17	
GB Part #: 88273233 UPC #: 78669200139								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

H.5

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To: CONCORD ELECTRIC CORP.
 705 MAPLE STREET
 ROCHESTER NY 14611-1713
 Attn: STEVE TROMBLEY

Date: 10/12/2020
 Proj Name: CORFU NEW SERVICE
 GB Quote #: 0236427427

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

600	4 EA	COOPER CROUSE-HINDS	ST 9	CH MYERS 3 1/2 ZINC CONDUIT HUB	\$5,926.01	100	\$237.04
GB Part #: 88185199 UPC #: 78473110011							
700	90 EA	PVC COND	PVC-80-3-1/2	3-1/2 SCH80 COND 10FT	\$289.48	100	\$260.53
GB Part #: 94053951 UPC #: 98006006309							
800	6 EA	CONDUIT	3-1/2-90D-GALV- ELL	3-1/2-90 DEG STD RAD RIGID ELBOW	\$48.04	1	\$288.24
GB Part #: 88273234 UPC #: 78669200169							

Total in USD (Tax not included): \$1,099.95

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

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To: CONCORD ELECTRIC CORP.
705 MAPLE STREET
ROCHESTER NY 14611-1713
Attn: STEVE TROMBLEY

Date: 10/12/2020
Proj Name: CORFU NEW SERVICE
GB Quote #: 0236427427

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY INC TERMS AND CONDITIONS OF SALE

- 1 ACCEPTANCE OF ORDER, TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") is found unsatisfactory, or Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
- 2 PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services opportunistically to take into account such increases in Graybar's cost.
- 3 RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been installed at the request of or by Buyer. In addition, no custom orders may be returned.
- 4 TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes may or may not be imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
- 5 DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, varying shipment or delivery modes caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipments or delivery.
- 6 LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringements) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of only services which affect the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following customary accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR (2) IN A HEALTH CARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SEX 64 HOMO CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
- 7 LIMITATION OF LIABILITY - Buyer's remedy under this agreement is limited to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will accept not more than five (5) days after completion of performance.
- 8 WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights as the failure, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
- 9 MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, revision, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions, shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
- 10 RECEIPT - Where Graybar ships acknowledge receipts, a receipt deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return receipts.
- 11 CERTIFICATIONS - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 11 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 13246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 12866, 29 CFR Part 471, Appendix A to subject A, and the corresponding regulations, to the extent required by law. 41 CFR 101-11.6, 101-11.7, and 101-25.6 are incorporated herein by reference in the extent hereby required.
- 12 FOREIGN CORRUPTION PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) 15 U.S.C. 2384(a), et seq. irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the UN Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
- 13 ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest hereof without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
- 14 GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice of conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Western District of Missouri, and no other place unless otherwise determined by Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court of courts and agrees to appear in any such action upon a proper notice thereof.
- 15 PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1 2% or the maximum permitted by law may be added to all accounts not paid by the due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
- 16 EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and all the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it shall not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
- 17 CANCELLATION, CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work, up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval and Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, rescheduling fees, and other charges applicable to the cancelled goods or services including those included or committed to by Graybar.

Signed:

This equipment and associated installation charges may be financed for a few monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

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PROPOSED CHANGE ORDER

Concord Electric Corp
705 Maple St
Rochester, NY

CCN# 11
Date: 10/28/2020
Project Name: CORFU WWTP
Project Number: CORFU WWTP
Page Number: 1

Client Address:

Work Description

FURNISH & INSTALL 4 NEW TYPE FL FLOOD LIGHTS.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
2" CONDUIT - RMC - GALV	40	707.50	C	283.00	11.00	C	4.40
2" COUPLING - RMC - GALV	2	395.00	C	7.90	0.10	E	0.20
2" ELBOW 90 DEG - RMC - GALV	2	1,673.00	C	33.46	100.00	C	2.00
2" LOCKNUT - STEEL	16	216.45	C	34.63	0.10	E	1.60
2" BUSHING - PLASTIC	8	135.04	C	10.80	0.10	E	0.80
2" MEASURE CUT & THREAD LABOR - RMC - GALV	4	5.00	E	20.00	0.50	E	2.00
2" 1-H STRAP - RMC - MALL	5	609.21	C	30.46	4.25	C	0.21
3/4" CONDUIT - PVC80	220	64.40	C	141.68	4.50	C	9.90
1" CONDUIT - PVC80	130	88.49	C	115.04	5.25	C	6.83
3/4" ELBOW 90 DEG - PVC80	2	143.34	C	2.87	22.00	C	0.44
1" ELBOW 90 DEG - PVC80	4	217.10	C	8.68	25.00	C	1.00
3/4" COUPLING - PVC	4	38.80	C	1.55	0.10	E	0.40
1" COUPLING - PVC	8	58.90	C	4.71	0.10	E	0.80
3/4" 2-H STRAP - PVC	44	84.84	C	37.33	4.00	C	1.76
1" 2-H STRAP - PVC	14	104.47	C	14.63	4.00	C	0.56
#12 THHN BLACK	968	119.40	M	115.58	6.00	M	5.81
#10 THHN BLACK	572	287.00	M	164.16	7.00	M	4.00
4x 1 1/2" SQ BOX COMB KO	1	800.94	C	8.01	30.00	C	0.30
4" SQ 1G PLSTR RING 5/8" RISE	1	511.21	C	5.11	15.00	C	0.15
3/8-16x 2 1/4 WEDGE ANCHOR - 1 1/2" MIN DEPTH	5	0.00	C	0.00	18.00	C	0.90
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	58	6.68	C	3.87	15.00	C	8.70
#10x 1 P/H SELF-TAP SCREW	58	9.75	C	5.66	5.50	C	3.19
1G TGL SWITCH PLATE - PLASTIC IVY	1	52.95	C	0.53	10.00	C	0.10
WEATHERPROOF SWITCH	1	4,848.58	C	48.49	45.00	C	0.45
TYPE FL FLOOD LIGHT	4	25.00	E	100.00	4.00	E	16.00
Totals	2,172			1,198.15			72.50

Summary

General Materials
FL LIGHT FIXTURES

1,198.15
4,250.00

ORIGINAL

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PROPOSED CHANGE ORDER

Client Address:

Concord Electric Corp

705 Maple St
Rochester, NY

CCN# 11
Date: 10/28/2020
Project Name: CORFU WWTP
Project Number: CORFU WWTP
Page Number: 2

Summary (Cont'd)

Material Total		5,448.15
ELECTRICIAN	(72.50 Hrs @ \$84.62)	6,134.95
Subtotal		11,583.10
Overhead	(@ 15.000 %)	1,737.47
Subtotal		13,320.57
Final Amount		\$13,320.57

ORIGINAL

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PROPOSED CHANGE ORDER

Concord Electric Corp
 705 Maple St
 Rochester, NY

CCN# 16
 Date: 12/24/2020
 Project Name: CORFU WWTP
 Project Number: CORFU WWTP
 Page Number: 1

Client Address:

Work Description

ADDITIONAL WORK DESCRIBED BELOW:

- 2) TWO 1.5" PVC FROM MCP TO GUTTER, TEN 1" PIPES FROM GUTTER TO DRIVES.
- 3) TWO TSP WIRE TO MAG METER TO EQ TANK. CORE MAN HOLE TO EQ TANK.
- 4) FOUR 3/4" PVC FROM GUTTER TO GUTTER THEN AROUND TANK TO SLUDGE HOLDING TANK #2 WITH YSI NETWORK CABLE MOUNT HOOD FOR CONTROLLER.
- 10) TWO 1" PVC CONDUITS PLUS GUTTER FROM MCP.
- 13) FOUR 70A 3P BREAKERS.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
 This price is good for acceptance within 10 days from the date of receipt.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3/4" CONDUIT - RMC - GALV	110	279.00	C	306.90	6.00	C	6.60
3/4" COUPLING - RMC - GALV	6	128.00	C	7.68	0.10	E	0.60
3/4" ELBOW 90 DEG - RMC - GALV	3	444.00	C	13.32	40.00	C	1.20
3/4" TYPE LB STD CONDUIT BODY W/ CVR & GSKT - RM	3	19.94	E	59.82	0.65	E	1.95
1 1/2" LOCKNUT - STEEL	4	159.44	C	6.38	0.10	E	0.40
3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	1	0.00	C	0.00	1.00	E	1.00
3/4x 4" FLEX COUPLING W/ MALE ENDS	2	195.42	E	390.84	0.50	E	1.00
3/4" FEM SEAL FTG - VERT ONLY - MALL	1	21.94	E	21.94	0.60	E	0.60
3/4" 1-H STRAP - RMC - MALL	31	171.94	C	53.30	4.00	C	1.24
3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	20	372.00	C	74.40	5.00	C	1.00
3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	4	557.58	C	22.30	18.00	C	0.72
3/4" CONDUIT - PVC	230	108.00	C	248.40	5.20	C	11.96
1" CONDUIT - PVC	50	147.00	C	73.50	5.25	C	2.63
1 1/2" CONDUIT - PVC	60	230.00	C	138.00	7.00	C	4.20
3/4" CONDUIT - PVC	10	108.00	C	10.80	5.20	C	0.52
3/4" ELBOW 90 DEG - PVC	2	143.34	C	2.87	22.00	C	0.44
1" ELBOW 90 DEG - PVC	2	217.10	C	4.34	25.00	C	0.50
1 1/2" ELBOW 90 DEG - PVC	4	433.02	C	17.32	40.00	C	1.60
3/4" ELBOW 90 DEG - PVC	1	834.91	C	8.35	25.20	C	0.25
1" ELBOW 90 DEG - PVC	3	1,040.33	C	31.21	28.80	C	0.86
3/4" COUPLING - PVC	4	38.80	C	1.55	0.10	E	0.40
1" COUPLING - PVC	10	58.90	C	5.89	0.10	E	1.00
1 1/2" COUPLING - PVC	10	109.74	C	10.97	0.10	E	1.00
1 1/2" ADAPTER MALE - PVC	4	157.36	C	6.29	25.00	C	1.00
3/4" TYPE T STD CONDUIT BODY - PVC	2	1,058.26	C	21.17	55.00	C	1.10
1" TYPE T STD CONDUIT BODY - PVC	2	1,185.89	C	23.72	60.00	C	1.20

ORIGINAL

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PROPOSED CHANGE ORDER

Client Address:

Concord Electric Corp

705 Maple St
Rochester, NY

CCN#

16

Date:

12/24/2020

Project Name:

CORFU WWTP

Project Number:

CORFU WWTP

Page Number:

2

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
1 1/2" TYPE T STD CONDUIT BODY - PVC	4	2,441.87	C	97.67	85.00	C	3.40
TYPE FA FITTING	1	597.01	C	5.97	14.00	C	0.14
3/4" 2-H STRAP - PVC	73	84.84	C	61.93	4.00	C	2.92
1" 2-H STRAP - PVC	17	104.47	C	17.76	4.00	C	0.68
1 1/2" 2-H STRAP - PVC	20	132.81	C	26.56	4.25	C	0.85
# 3 THHN BLACK	1,500	1,991.00	M	2,986.50	15.00	M	22.50
# 2 THHN BLACK	-1,500	2,239.00	M	-3,358.50	17.00	M	-25.50
#14 THHN GREEN	3,450	188.00	M	648.60	5.00	M	17.25
YSI CABLE FURNISHED BY OTHERS	600	0.00	M	0.00	32.00	M	19.20
#18- 2P F/A CABLE 105 DEG	200	250.00	M	50.00	14.00	M	2.80
4 9/16x 1 15/16" DEEP CAST BOX W/ 4x 3/4" HUBS - CI	1	48.30	E	48.30	0.80	E	0.80
COVER ROUND BLANK - CI	1	12.73	E	12.73	0.20	E	0.20
3 1/4x 1 5/8x 12G STRUT GALV	20	2,720.39	C	544.08	16.00	C	3.20
KINDORF STRAPS	18	3,241.54	C	583.48	0.25	E	4.50
3/8-16x 2 1/4 WEDGE ANCHOR - 1 1/2" MIN DEPTH	20	0.10	E	2.00	7.50	C	1.50
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	123	6.68	C	8.22	7.50	C	9.22
#10x 1 P/H SELF-TAP SCREW	123	9.75	C	11.99	2.75	C	3.38
70A 3P BREAKER BOLT-ON	4	450.00	E	1,800.00	1.05	E	4.20
CORE DRILL	2	0.00	E	0.00	2.00	E	4.00
Totals	5,256			5,108.56			120.22

Summary

General Materials		5,108.56
Material Total		5,108.56
ELECTRICIAN	(120.22 Hrs @ \$84.62)	10,173.02
Subtotal		15,281.58
Overhead	(@ 15.000 %)	2,292.24
Subtotal		17,573.82
Final Amount		\$17,573.82

ORIGINAL

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Authority Self-Evaluation of Prior Year Performance

Local Public Authority Name: Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (GCEDC)

2020 Measurements and results:

1. Secure capital / business investment commitments of \$32 million.
 - A. **2020 result was \$83 million.**
2. Secure pledges to create 90 jobs.
 - A. **2020 result was 78 pledged jobs to be created.**
3. Achieve the GCEDC 2020 budget from a bottom line financial operation performance (EBITDA) standpoint.
 - A. **The GCEDC will exceed the 2020 budget from a bottom-line standpoint. For the Operating Fund, Project Origination Fee Revenue collected was slightly higher than budgeted and many of the operating expenditure line items are projected to come in under budget. Captured in the Real Estate Development Fund, the GCEDC closed on a land sale to Wendt's Propane which brought in additional revenue that was not anticipated in the budget.**
4. Continue an active outreach campaign. Continue engagements with state, federal, regional, local and educational partners focused on advancing the GCEDC's development strategy enabling local/regional economic growth and quality job opportunities for our residents and children.
 - A. **The GCEDC continued its efforts in 2020 to enhance communications and outreach with federal, state and local government officials and staff on various economic development issues. This has been accomplished through direct communications with these officials, but also through our activities with and appointments to various civic, government and private sector entities which allows for constant interaction with our federal, state and local government representatives and staff.**

1.Federal:

- Worked directly with Sen. Schumer's regional and economic development policy staff during the development of legislation to support semiconductor manufacturing in the U.S. This added a critical focus on the supporting shovel-readiness for strategic sites, including STAMP, and connections with potential industry supporters.
- Made requests to our congressional delegation to make outreach to key federal agencies regarding support at STAMP, including federal reviews and approvals of required site and infrastructure development.
- Maintained an active conversation with congressional delegation regarding local business conditions and needs related to sustainability and safe re-opening during the COVID-19 pandemic.

2.State/Regional:

- Continued to explore funding opportunities at STAMP through discussions with the Governor's office, including Empire State Development, and members from the Rochester and Finger Lakes delegation to the New York State Legislature following the approval and deployment of a \$8 million grant for Phase II infrastructure design at STAMP.
- Continued to financially support the economic development initiatives of the Greater Rochester Enterprise (GRE) and Invest Buffalo Niagara (IBN). These investments include a seat on the board of directors of both organizations and active support for sales and marketing outreach.

- Steve Hyde was appointed to the Finger Lakes Regional Economic Development Council (FLREDC). Several members of the GCEDC staff also serve on workgroups for the FLREDC.
- The GCEDC and participants of the Economic Recovery Task Force provided guidance on a regional economic recovery strategy and the needs of local businesses and communities. Incorporating business attraction, housing, and shovel-ready site development are regional strategies aligned with Genesee County's economic development model.

3. Local (County, City and Town):

- Continued to increase outreach and dialogue with local municipalities. In 2020, these conversations also included outreach on state and federal economic recovery programs and state guidance on safety practices for businesses and offices.
- The GCEDC has engaged with towns, villages and the city of Batavia to identify areas that have zoning, utilities and local support for housing developments in conjunction with the GCEDC's targeted housing development initiative.
- The GCEDC is constantly communicating with our local government officials, including providing notices about projects in advance of board meetings; attending local board meetings; economic development and long-term infrastructure planning; PILOT Increment Financing (PIF) models; advertising existing structures; hosting business outreach events; and, serving on various committees.
- The GCEDC staff also participates on many community boards relevant to economic development, business, and community development across the County.

4. Educational Institutions:

- Our K-12 and collegiate educational institutions in the region are critical partners to our economic development initiatives, especially our efforts to bring new businesses to our shovel-ready parks and enable the growth of existing businesses.
- Superintendents, teachers, counselors and students across the Genesee Valley Educational Partnership (GVEP) districts have been working with the GCEDC to increase STEM programming in the classroom and gaining awareness of skill based career choices. Building on the launch of The GLOW With Your Hands program, the GCEDC and partners developed and launched an online GLOW With Your Hands Virtual website available to all Genesee County high school students.
- The signing of the STEM 2 STAMP MOU to increase STEM training helps students understand the regional job prospects in STEM career fields.
- Regional community colleges and four-year universities have also signed on to the STEM 2 STAMP pledge to find ways to advance technical STEM training programs within their respective institutions. The GCEDC, Genesee Community College, and other partners secured funding in 2019 for a new summer training program in CNC and mechatronics careers that will start in 2021, and prepared pre-apprenticeship programs connecting students at the Genesee Valley BOCES with local employers.
- This workforce development effort is intended to provide employers with a skilled workforce, as well as build a worker pipeline for the future companies attracted to our region, including businesses we are recruiting to bring to the STAMP Campus.

5. Continue site development activities at the tech and industrial parks which facilitates achievement of our jobs and investment goals.

- A. 2020 results are that the Pembroke line of the water project is almost complete. USFW has issued its compatibility determination on the ROW request and the draft SPDES permit from the NYSDEC is in process. Design and engineering for the large-scale capacity water and electric will be completed by early February 2021. The on-site power line reroute design and engineering has been completed with construction to begin in 2021.
6. Continue active participation with the City of Batavia, Batavia Development Corp., County, School district, Finger Lakes REDC, New York State and related community partners with respect to revitalization activities and projects in the City of Batavia to include development and implementation of the Batavia DRI Strategic Investment Plan. This will include the importance of the development and support of Placemaking.
- A. **The GCEDC built on placemaking initiatives including engagement with local stakeholders and project managers for strategic Downtown Revitalization Initiative projects at the Healthy Living Campus, Ellicott Station, Ellicott Place and others. The GCEDC provided active guidance in the redevelopment of BOA sites at the City Center/mall and Creek Park, as well as the deployment of the DRI's Building Improvement Fund**
 - B. **The GCEDC directly assisted with business support and promotions related to the COVID economic recovery with the Genesee County, City of Batavia, Batavia Development Corporation, Genesee County Chamber of Commerce for main street businesses in Batavia and Genesee County.**
7. Continue active sales and marketing efforts focused on company attractions, expansions and retentions to achieve our investment and jobs goals and continued focus on economic expansion.
- A. **In 2020, the GCEDC had 18 wins, jobs committed, and \$83 million in capital investment committed. These projects will have a combined economic impact of \$ million to the state and region. The results exceeded the GCEDC's goals. We had 9 company attraction projects that included 6 commercial solar projects, Ellicott Place, and Fraser-Branche. There was one expansion project Six Flags Darien Lake, LLC. The selling activity continued to be robust and the sales funnel remains very active despite Covid-19. The GCEDC sales and business development team responded to 92 leads in 2020. Twenty-four of those leads converted to projects and approved for incentives/funding support from either the boards of GCEDC/GGLDC/GCFC and/or New York State. STAMP sales activity was extremely active despite Covid-19 with 8 active projects in the sales funnel. One major sales highlight in 2020 to note, was up selling 22 acres of land to HP Hood (\$1.1 million).**
8. Continue workforce development activities with our education partners focused on worker pipeline enhancement enabling growth by our existing base of businesses and supporting company attractions to the community/region.
- The worker pipeline and workforce availability were impacted by Covid-19. GCEDC's approach was to stay the course on both the long-term and short-term opportunities. Throughout 2020 our efforts have focused on both Higher Education and especially K-12 with the goal to influence students' interest in STEM careers and career paths in the skilled trades.**
- Impactful leadership by Chris Suozzi and John Jakubowski on workforce development along with Jim Krencik's support to include:**
- Establishing the "Genesee --> F.A.S.T." (Food Processing, Advanced Manufacturing, Skilled Trades & Technicians) Workforce Development Program by leading multiple workforce teams in the region.**
- Coach Swazz's "Coach's Corner" was established by the team and secured a monthly column with the Batavia Daily News and the Batavian. The goal is to reach parents/students on careers in their backyard.**

In leading the Workforce Training Center in Downtown Batavia initiative, we were successful in securing \$734,000 via OCR grants from HP Hood and Upstate Niagara's 2020 project investments.

Chris, Co-Chairman of "GLOW with Hands", was instrumental in the coordination of the event to include 3 other regional IDA's and workforce support teams, 25 school districts. As the sponsorship leader, we raised \$70k + for the first two years. In Year 1, 1000 students from 8th grade to 12th grade attended, 60 vendors/booths and 100 volunteers assisted on event day. In Year 2 we had a pivot strategy due to Covid-19. I led the team with the creation of a virtual event that comprised of several videos and website-based program on 4 industry clusters and 34 careers located in the GLOW region (www.glowwithyourhandsvirtual.com). Since the launch on November 2, 2020, the site has over 2,500 hits.

GV BOCES Involvement:

- Chris is Advisor of WNY Tech Academy, Computer Graphics, Mechatronics, Metal Trades, & Building Trades
- Led the setup of a Pre-Apprenticeship bootcamp program for youth ages 16-24 with 4 companies planned to participate in 2020 but postponed the event due to Covid-19.
- Youth Apprenticeship Program – Led the charge to coordinate the program along with Finger Lakes Youth Apprenticeship www.fingerlakesyouthapprenticeship.com team. The program established 11th grade CTE students to job shadow and in 12th grade a paid internship at local manufacturing companies. In 2020, the programs first year, 37 students (37% of students enrolled in Mechatronics and Metal Trades) signed to participate
- New Mechatronics Lab – Chris secured sponsorship totaling \$20k with Liberty Pumps, National Grid and GGLDC to assist GV BOCES in securing over \$100k+ of new equipment for the lab.
- Metal Trades – Videos and Youth and Pre-apprenticeship programs, Chris secured a welding simulator sponsorship (\$30k) with Graham Manufacturing.
- Chris is an active executive board member of the Business Education Alliance, He established the Genesee County Premier Workforce Membership Program in 2020 with roll out planned for 2021. The program is an up selling technique to dramatically increase the membership dues to strategic organizations. The highlights of the program include an easy one payment sponsorship for all workforce related events including participating in a Senior Job Fair, Lunch N Learn, GLOW with Your Hands Gold Level Sponsorship and Video recording.

9. Commence strategic planning and related advocacy/communications activities regarding the need for additional investment to implement STAMP Phase II site and infrastructure development helping to make the 1,250-acre site globally competitive by better aligning infrastructure readiness timelines with market needs (market ready/shovel-ready).

The GCEDC has utilized the additional \$8M for STAMP Track 2 infrastructure and is near completion on the design, engineering and permitting focused on bringing the main manufacturing portion of the STAMP campus to a Market Ready state that will significantly reduce the timelines as it relates to large infrastructure deployment.

New York State Local Public Authority Mission Statement and Measurement Report

Local Public Authority Name: Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (GCEDC)

Fiscal Year: January 1, 2021 – December 31, 2021

Enabling Legislation (enables Local Public Authority Mission Statement): Industrial development agencies (“IDAs”) are formed under Article 18-A of New York State General Municipal Law, as public benefit corporations. IDAs were created to actively promote, encourage, attract and develop job and recreational opportunities and economically-sound commerce and industry in cities, towns, villages and counties throughout New York State (the “State”). IDAs are empowered to provide financial assistance to private entities through tax incentives in order to promote the economic welfare, prosperity and recreational opportunities for residents of a municipality (“Benefited Municipality”).

Mission Statement: GCEDC's mission is to be the driving force in fostering community economic success by providing comprehensive support, technical assistance and access to financial resources to businesses thereby enabling growth, expansion and retention of our existing business base and to market our community as "business friendly" facilitating new business attraction in order to build a sustainable long-term economy.

2021 Measurements:

1. Secure capital / business investment commitments of \$35 million.
2. Secure pledges to create 90 jobs.
3. Achieve the GCEDC 2021 budget from a bottom-line financial operation performance (EBITDA) standpoint.
4. Continue an active outreach campaign. Continue engagements with state, federal, regional, local and educational partners focused on advancing the GCEDC's development strategy enabling local/regional economic growth and quality job opportunities for our residents and children.
5. Continue site development activities at the tech and industrial parks which facilitates achievement of our jobs and investment goals.
6. Continue active participation with the City of Batavia, Batavia Development Corp., County, School district, Finger Lakes REDC, New York State and related community partners with respect to revitalization activities and projects in the City of Batavia to include development and implementation of the Batavia DRI Strategic Investment Plan. This will include the importance of the development and support of Placemaking activities.
7. Continue active sales and marketing efforts focused on company attractions, expansions and retentions to achieve our investment and jobs goals and continued focus on economic expansion.
8. Continue workforce development activities with our education partners focused on worker pipeline enhancement enabling growth by our existing base of businesses and supporting company attractions to the community/region.
9. Commence strategic planning and related advocacy/communications activities regarding the need for additional investment to implement STAMP Phase II site and infrastructure development helping to make the 1,250-acre site globally competitive by better aligning infrastructure readiness timelines with market needs (market-ready/shovel-ready).

Authority Stakeholder(s): Genesee County Legislature

Authority Beneficiaries: The residents and taxing jurisdictions of Genesee County

Authority Customers: The Business Community of Genesee County

Authority self-evaluation of prior year performance (based upon established measurements): To Be provided by March 31, 2022 related to 2021 performance.

Governance Certification:

1. Have the board members acknowledged that they have read and understood the mission of the public authority?

Board of Directors Response: Yes

2. Who has the power to appoint management of the public authority?

Board of Directors Response: The Board of Directors

3. If the Board appoints management, do you have a policy you follow when appointing the management of the public authority.

Board of Directors Response: The Board has not adopted a final, written policy; however, the Board follows the prudent and reasonable past practice of appointing responsible individuals.

4. Briefly describe the role of the Board and the role of management in the implementation of the mission.

Board of Directors Response: The role of the Board regarding the implementation of the public authority's mission is to provide strategic input, guidance, oversight, mission authorization, policy setting and validation of the authority's mission, measurements and results. The role of management is to collaborate with the Board in strategy development / strategy authorization and to implement established programs, processes, activities and policies to achieve the public authority's mission.

5. Has the Board acknowledged that they have read and understood the response to each of these questions?

Board of Directors Response: Yes

As of 12/31/20 Final year end numbers

Calculation using historic core project data: Source = CCEDC Activity Tracking Database (does not include major projects over \$10 m or mega projects over \$50 m)

Year	Pledged Job Creation	Number of Projects	Jobs Retained	Capital Investment
2007	44	6	514	14,690,000
2008	150	18	545	60,000,000
2009	40	5	119	52,200,000
2010	36	23	475	21,600,000
2011	120	28	671	17,800,000
2012	241	37	526	18,400,000
2013	270	28	1,295	29,940,000
2014	91	17	594	37,401,000
2015	158	18	822	32,950,000
2016	28	16	553	21,500,000
2017	40	14	771	18,100,000
2018	90	16	620	33,800,000
2019	150	22	836	39,000,000
2020	78	18	778	83,000,000

UIMMC - \$16.71 m, Empire pipeline - \$29.1 m, Target - \$14.2 m, Darien Lake \$109 m not included
 No core projects in excess of \$10 m capex or \$50 m capex
 UIMMC \$18m and Kachel \$12m not included
 No core projects in excess of \$10 m capex or \$50 m capex
 Alpha - \$17.5 m capex, Calka - \$16 m capex not included
 Muller Quaker Dairy, LLC - \$206 m capex
 No major or mega projects
 Yancey's Fancy \$20.7 million capex
 Calka \$20.9 million capex
 Bonduelle and IIP Flood removed

Calculation using historic major or mega project data: Source = CCEDC Activity Tracking Database (only includes major projects over \$10 m or mega projects over \$50 m)

Year	Pledged Job Creation	Number of Projects	Jobs Retained	Capital Investment
2007	138	4	60	109,000,000
2008	-	-	-	-
2009	12	2	630	30,000,000
2010	-	-	-	-
2011	52	2	345	33,500,000
2012	180	1	0	206,250,000
2013	-	-	-	-
2014	50	1	108	20,671,000
2015	21	1	334	20,980,000
2016	41	2	0	63,360,000
2017	248	2	0	222,200,000
2018	0	0	0	-
2019	50	1	0	22,000,000
2020	0	0	0	-

UIMMC - \$16.71 m, Empire pipeline - \$29.1 m, Target - \$14.2 m, Darien Lake \$109 m
 No core projects in excess of \$10 m capex or \$50 m capex
 UIMMC \$18m and Kachel \$12m
 No core projects in excess of \$10 m capex or \$50 m capex
 Alpha - \$17.5 m capex, Calka - \$16 m capex
 Muller Quaker Dairy, LLC - \$206 m capex
 Yancey's Fancy
 Calka
 Kachel's \$35.36m I-50 STAMP grant \$28m
 Bonduelle and IIP Flood
 Upsate purchase of Alpina building

1,124,362,000 Total capex
 2,065 Total job committme

Totals of core projects, major projects and mega projects by year

Year	Pledged Job Creation	Number of Projects	Jobs Retained	Capital Investment
2007	182	10	603	183,700,000
2008	150	18	545	60,000,000
2009	52	7	749	82,200,000
2010	36	23	475	21,600,000
2011	172	30	986	51,300,000
2012	427	38	526	224,650,000
2013	270	28	1,295	29,940,000
2014	141	18	702	58,072,000
2015	179	19	1,156	53,940,000
2016	69	18	553	84,860,000
2017	288	16	771	240,300,000
2018	99	16	620	33,800,000
2019	200	23	836	61,000,000
2020	78	18	778	83,000,000

Totals of all projects (adjusted to remove large attraction projects or large non-recurring projects):

Year	Pledged Job Creation	Number of Projects	Jobs Retained	Capital Investment
2007	26	7	208	31,400,000
2008	150	18	545	60,000,000
2009	52	7	749	82,200,000
2010	36	23	475	21,600,000
2011	137	29	475	33,800,000
2012	241	37	1,301	18,400,000
2013	150	27	1,295	22,940,000
2014	141	18	702	58,072,000
2015	179	19	1,156	53,940,000
2016	58	17	553	19,800,000
2017	288	13	463	20,000,000
2018	90	16	620	33,800,000
2019	150	22	836	39,000,000
2020	78	18	778	83,000,000

(Removed Target, Empire Pipeline and Darien Lake)
 (Removed Alpina)
 (Removed Muller Quaker Dairy)
 (Removed Decks, Sporting Goods, 120 jobs, \$7 million capex, em)
 (Removed Kachel's and I-50 STAMP grant)
 (Removed IIP Flood)
 (Removed Upsate purchase of Alpina building)

8 year average	109			Capital Investment
4 year average	96			\$ 41,319,000
				\$ 43,950,000

Prior approved Board Goals Budgets:

Year	Job Creation	Capital Investment
2011	100	\$ 13,800,000
2012	120	\$ 18,000,000
2013	132	\$ 19,250,000
2014	200	\$ 32,000,000
2015	205	\$ 35,000,000
2016	360	\$ 140,000,000
2017	122	\$ 39,000,000
2018	125	\$ 40,000,000
2019	90	\$ 32,000,000
2020	60	\$ 32,000,000

Note: The Board chose to set a different goal than the calculated three year rolling average for 2011. This goal of 100 jobs created was higher than the calculated goal of 79 jobs. The Board feels that 100 jobs is a better goal because the 2009 and 2010 actual job creation numbers were very low due to the downturn in the economy.

2012 goals based on a 5% increase to 2011 actual core project job creation and capital investment numbers

Core projects only Board also set a goal of one major project with a \$10 m capex and job creation goal of 50

(210 from core projects and 150 from one mega project) (\$40m in core projects and \$100m from one mega pro

2021 Staff Recommendation:	90	\$ 35,000,000
2021		

GCEDC STAMP Project

Memo to the GCEDC STAMP Committee / GCEDC Board of Directors

S. G. Hyde, President and CEO

February 2, 2021 / February 4, 2021

6.1 STAMP Main Substation – Phillips Lytle proposal (professional services – see attached): This proposal from Phillips Lytle is to provide legal, regulatory, and overall planning support from their energy law and consulting practice at Phillips Lytle. This is to foster completion of the design and engineering of the STAMP Main substation and related interconnection studies as well as to advance necessary ownership, operations and maintenance, regulatory and pricing models to enable the bidding, construction and operations of the 345kV to 115kV main substation at STAMP.

Cost: Not to exceed \$40,000

Source of Funding: Empire State Development's GCEDC STAMP Capital (Project #132.367) – Upstate Revitalization Initiative (Capital Grant - \$8M)

CEO Recommendation: Approval



Phillips Lytle LLP

VIA EMAIL
PRIVILEGED & CONFIDENTIAL

January 28, 2021

Steven G. Hyde
President & CEO
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Proposed Supplement to Engagement Letter for STAMP Project - Additional Scope of Work for Electric Substation Support

Dear Steve:

Thank you very much for the opportunity to continue to assist the Genesee County Economic Development Center (and Genesee Gateway Local Development Corporation) with the STAMP Project. The purpose of this letter is to supplement our existing engagement letters (collectively, the "Engagement Letter") relating to STAMP. In addition to the remaining scope of work described in the Engagement Letter, we propose to perform the additional scope of work for legal support relating to an electric substation, as more fully described on the attached "Scope of Work". We will bill you on a monthly basis for such work as fees are incurred.

If you are in agreement with the foregoing, please confirm same by signing and returning a copy of this letter to me. Of course, if you have any questions, please let me know. Thanks again.

Sincerely,

Phillips Lytle LLP

By *Douglas W. Dimitroff*

Douglas W. Dimitroff

cc: Adam S. Walters, Esq. (via email)
Mark Masse (via email)

Genesee County Economic Development Center has reviewed and agreed to the above terms of engagement of Phillips Lytle LLP for the purposes and to the extent described in this letter.

Genesee County Economic Development Center

By _____

Name _____

Title _____

Date _____, 2021

ATTORNEYS AT LAW

DOUGLAS W. DIMITROFF, PARTNER DIRECT 716 847 5408 DDIMITROFF@PHILLIPSLYTTLE.COM

ONE CANALSIDE 125 MAIN STREET BUFFALO, NY 14203-2887 PHONE 716 847 8400 FAX 716 852 6100
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CANADA: WATERLOO REGION | PHILLIPSLYTTLE.COM

6.1

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**STAMP Project - 1/27/2021 Supplement to Phillips Lytle Engagement Letter
Additional "Scope of Work"
Electric Substation Support**

1. Additional Legal Support for Electric Substation: Phillips Lytle will represent and assist GCEDC in connection with the planning, structuring and negotiation of agreements for the development, operation and financing for an electric substation for STAMP to support the proposed Project Gateway project and potentially other projects at STAMP. Tasks include determining an appropriate legal structure for ownership and operation of the substation and, if necessary, pursuing PSC approvals for same.

Legal Fees:

\$25,000* (if current substation proposal is accepted by the utilities and no PSC filing/approval required)

\$40,000* (if current proposal is not accepted by the utilities and PSC filing/approval is required)

* - since we do not currently know the final legal structure that will be used nor the final arrangements among the parties to be involved, the foregoing amounts may need to be increased. In the event PL anticipates that the fees will be greater than the foregoing amounts, PL will work with GCEDC to update the fees estimate promptly. It is expected that GCEDC will arrange to have the project developer reimburse GCEDC for all or a portion of the legal fees once the developer commits to proceeding with the project. The foregoing scope does not include assistance with any formal challenges to or litigation regarding the proposed deal structure, and the stated legal fees presume our work will be completed within calendar year 2021.

Doc #01-2897485.6

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT
CONCERNING PROJECT GATEWAY - PROPOSED FUTURE USE OF A PORTION OF
THE WESTERN NEW YORK SCIENCE & TECHNOLOGY ADVANCED
MANUFACTURING PARK

Project Name: Project Gateway - Proposed Future Use of a Portion of the Western New York Science & Technology Advanced Manufacturing Park
Location: 6840 Crosby Road, Town of Alabama, NY 14013 ("Site")

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

WHEREAS, in connection with the Project, on January 4, 2021, the Agency circulated a notice of intent to re-establish itself as lead agency pursuant to the State Environmental Quality Review Act ("SEQR") for purposes of reviewing a certain proposed use of a portion of the Stamp Site for a hydro-powered electrolysis hydrogen production facility ("Project Gateway"). All involved agencies consented, or did not respond and were deemed to have consented, to the Agency acting as lead agency and thus, the Agency has properly been established as the lead agency for purposes of Project Gateway.

WHEREAS, the Agency is authorized and empowered by the provisions of the Chapter 1030 of the Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

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

WHEREAS, in 2010, the Agency commenced preparation of a generic environmental impact statement consisting of the Draft Generic Environmental Impact Statement ("DGEIS") accepted by the Agency on April 14, 2011, the Final Generic Environmental Impact Statement ("FGEIS") accepted by the Agency on January 19, 2012, as well as the public comments on the DGEIS received at the May 12, 2011, public hearing and during the public comment period which was conducted from April 21, 2011, through June 23, 2011. (Collectively, the DGEIS and the FGEIS are referred to as the "STAMP GEIS"); and

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

WHEREAS, the GCEDC, as lead agency, issued a written Findings Statement based on the STAMP GEIS on March 12, 2012 ("**2012 GCEDC Findings**") approving the Project and committing to undertake it; and

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

WHEREAS, in 2016 and 2020, a number of changes were made to the Project which necessitated further environmental review and such review was undertaken by the Agency; and

WHEREAS, Amended Findings Statements were issued by the Agency in 2016 and 2020 (the 2012 GCEDC Findings and the Amended Findings issued in 2016 and 2020 are, collectively, the "**STAMP Findings**"); and

WHEREAS, the Agency is now reviewing whether to undertake or approve the current Project Gateway in accordance with the requirements of SEQR, the STAMP GEIS and the STAMP Findings and must determine whether Project Gateway has the potential to have any significant adverse environmental impacts that were not previously analyzed and addressed in the STAMP GEIS and the STAMP Findings; and

WHEREAS, to aid the Agency in determining whether Project Gateway has the potential to have any significant adverse environmental impacts that were not addressed in the STAMP GEIS and the STAMP Findings, the Agency has completed, received and/or reviewed (1) Part 1 of a Full Environmental Assessment Form (“**EAF**”), dated December 30, 2020; (2) a Project Summary Narrative (“**Project Narrative**”); (3) a Hazardous Materials Business Plan (“**HazMat Plan**”); (4) an Emergency Response Plan (“**Emergency Plan**”); (5) a conceptual Stormwater Pollution Prevention Plan (“**Conceptual SWPPP**”); (6) an addendum to the EAF regarding odors (“**Odors Addendum**”); (7) an addendum to the EAF regarding lighting (“**Lighting Addendum**”); (8) an addendum to the EAF regarding noise (“**Noise Addendum**”); and (9) other relevant environmental information (collectively, 1-9 shall be referred to as the “**Environmental Information**”); and

WHEREAS, a thorough analysis of the Environmental Information and potential environmental impacts associated with Project Gateway reveals that Project Gateway is a Future Project Use that will be carried out in conformance with the conditions and thresholds set forth in the STAMP Findings and that all potential impacts associated with Project Gateway are adequately addressed in the STAMP GEIS and the STAMP Findings, and, accordingly, that no further SEQR compliance is required.

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

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

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

Section 2. Based upon the Agency’s review of the Environmental Information and investigations of the potential environmental impacts associated with Project Gateway, considering both the magnitude and importance of each potential environmental impact indicated, and upon the Agency’s knowledge of the STAMP GEIS and the STAMP Findings as well as the STAMP Site and surrounding area and such further investigations of the Project Gateway and its environmental effects as the

Agency has deemed appropriate, the Agency finds that Project will be carried out in conformance with the conditions on future development set forth in the STAMP Findings. Reasons supporting this finding are set forth below:

1. Project Gateway. Project Gateway involves the construction and operation of a hydrogen production facility powered by renewable hydropower in two phases located in the Technology District 1 (“**TD1**”) portion of the STAMP Site. Project Gateway includes a single story, sloped roof, hydrogen production building, approximately six horizontally mounted gas storage tanks, a water pre-treatment plant, hydrogen liquefaction equipment, a small office building, and related appurtenances. The hydrogen will be produced by an electrolysis process where electricity is used to split water into its constituent elements hydrogen and oxygen. Initially, it is anticipated that the delivery trucks may be diesel powered, but as hydrogen powered class-8 trucks become available, delivery of hydrogen fuel will be one of the first uses of these trucks. Project Gateway will include the provision for adding a class-8 truck refueling pump to enable the distribution of zero-emission hydrogen from the facility into the fleet it serves. The facility will produce enough hydrogen to fill approximately 9 to 10 tanker trailers per day (raising to 18 to 20 when phase 2 starts production).
2. Best Management Practices. The Conceptual SWPPP details that soil will be managed consistent with the specific requirements set forth in Section 6.2 of the 2012 GCEDC Findings. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to soil and all potential impacts to soil associated with Project Gateway are adequately analyzed in the STAMP GEIS.
3. Whitney Creek Buffer. Project Gateway does not include any infringement of the buffer established on either side of Whitney Creek. Further The Project Gateway Site is located over 1,000 feet from the closest point of Whitney Creek. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to Whitney Creek and surface waters and all potential impacts to Whitney Creek and surface waters associated with Project Gateway are adequately analyzed in the STAMP GEIS.
4. Stormwater Best Management Practices. The Conceptual SWPPP confirms that stormwater generated by Project Gateway is expected to be managed on-site, and any stormwater which flows to adjacent parcels will be treated in accordance with the Stormwater Best Management Practices detailed in the 2012 GCEDC Findings. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to stormwater

and all potential impacts to stormwater associated with Project Gateway are adequately analyzed in the STAMP GEIS.

5. Air Emissions. Project Gateway will not be a significant source of air emissions. As detailed in the Odors Addendum, the only byproduct of the facility is the generation of excess oxygen. Further, Project Gateway does not entail the types of activities or operations that require Project Gateway to acquire an Air Facility Permit or that are associated with a significant potential for air emissions. Any impacts to air quality from construction activities will be minor, and temporary, in nature. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to air and all potential impacts to air associated with Project Gateway are adequately analyzed in the STAMP GEIS.
6. Land Management Plan. Project Gateway is not anticipated to create any potentially significant adverse impacts to land resources or land use that were not adequately addressed in the STAMP GEIS or STAMP Findings. Project Gateway will be conducted in phases to allow for the development of ancillary services to support the full operations of the hydrogen production facility. Project Gateway is consistent with uses of the STAMP Site analyzed in the STAMP GEIS, which are commercial and industrial in nature. While there will be temporary and minor impacts to land use as Project Gateway is developed, Project Gateway will not change the intensity or type of uses authorized at the STAMP Site and will be implemented consistent with the Land Management Plan for STAMP. As detailed in the HazMat Plan, Project Gateway does not utilize hazardous materials in the production process, however, small quantities of lubricating and coolant oil are present in pumps, compressors, and transformers. The HazMat Plan confirms that spill prevention measures, including double containment per New York State Department of Environmental Conservation ("NYSDEC") bulk storage requirements, will be included to mitigate any risk to groundwater. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to the Land Management Plan and all potential impacts to land associated with Project Gateway are adequately analyzed in the STAMP GEIS.
7. Site Access. The EAF recites that, at peak capacity, Project Gateway will include up to 16 trips per day for tanker trucks. This will be in addition to approximately 20 new parking spaces servicing the Site. Access will be provided from Crosby Road as well as from a new entrance road from Route 77/63, as recommended in the STAMP Findings. The use of Town of Alabama ("Town") roads to access the Site is not anticipated. The low number of vehicle trips generated from Project Gateway is well below the

traffic levels analyzed in the STAMP GEIS. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to the Site access and all potential impacts to traffic associated with Project Gateway are adequately analyzed in the STAMP GEIS.

8. Land Use/Zoning. The proposed use is consistent with the requirements of the Town zoning laws applicable to the STAMP Site. Project Gateway will be within TD1 which the Town created specifically to authorize establishments engaged in the use, research and development, demonstration, manufacturing and/or distribution of advanced technologies in modern industries such as energy, communications, information and computing technologies, pharmaceuticals and life sciences, including but not limited to semiconductors and semiconductor devices, computing technology and data centers, flat panel display technology and components including light emitting diodes and liquid crystal display, renewable energy, solar photovoltaics, and any related enabler technologies that employ advanced manufacturing techniques and/or resources such as microtechnology or nanotechnology or other manufacturing, industrial or commercial uses appropriate to STAMP. Accordingly, all potential impacts to land use and zoning associated with Project Gateway are adequately analyzed in the STAMP GEIS.
9. Utility Resources. The measures detailed in the STAMP Findings with respect to utility resources are not directly applicable to Project Gateway, and are instead designed to broadly cover the acquisition of utility resources for the STAMP Site as a whole. Nevertheless, the Agency continues to undertake measures consistent with the requirements of the STAMP Findings with respect to utilities and all potential impacts to utilities associated with Project Gateway are adequately analyzed in the STAMP GEIS.
10. Emergency Services. Project Gateway does not entail the types of activities or operations that are associated with a significant potential for affecting public health, such as storing large amounts of hazardous or toxic materials. A small quantity of hazardous materials is included in some of the equipment, as is standard for industrial uses, however, the HazMat Plan details that such materials will be safely contained. A portion of the STAMP Site is listed in the NYSDEC Spills Incidents Database (DEC ID 1505158), however, that incident was listed as "Closed" in 2015 and is not located on the Project Gateway Site. The Emergency Plan lays out detailed policies and procedures to ensure the safe operation of Project Gateway, including the involvement of local emergency responder services. In addition, the Project Narrative details that security personnel will be located onsite at all times. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to emergency services and all potential impacts

to emergency services associated with Project Gateway are adequately analyzed in the STAMP GEIS.

11. Historic/Archaeological Resources. Project Gateway does not contain, nor is it adjacent to, a building, or district which is listed on, or that has been nominated to the State or National Register of Historic Places. Impacts to historic and archaeological resources are analyzed extensively in the STAMP GEIS and resulted in the development and execution of a Programmatic Agreement to ensure appropriate mitigation of impacts to historic and archeological resources. Pursuant to that Programmatic Agreement, the Project Gateway site has been cleared and has no archeological resources present. Accordingly, Project Gateway is in conformance with the conditions set forth in the STAMP Findings with respect to historic and archaeological resources and potential impacts to historic and archaeological resources associated with Project Gateway are adequately analyzed in the STAMP GEIS. It is noted that the Programmatic Agreement also addresses potential impacts of development at the STAMP Site on the adjacent lands of the Tonawanda Seneca Nation. Such potential impacts are addressed in Section 4 below.

Section 3. Based upon the Agency's review of the Environmental Information and investigations of the potential environmental impacts associated with Project Gateway, considering both the magnitude and importance of each potential environmental impact indicated, and upon the Agency's knowledge of the STAMP GEIS and the STAMP Findings as well as the STAMP Site and surrounding area and such further investigations of the Project Gateway and its environmental effects as the Agency has deemed appropriate, the Agency finds that the following additional potential impacts associated with Project Gateway are adequately addressed in the STAMP GEIS and the STAMP Findings:

1. Impact on Groundwater. As detailed in the HazMat Plan, Project Gateway does not utilize hazardous materials in the production process, however, small quantities of lubricating and coolant oil are present in pumps, compressors, and transformers. The HazMat Plan confirms that spill prevention measures, including double containment per NYSDEC bulk storage requirements, will be included to mitigate any risk to groundwater. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to groundwater, and all potential impacts to groundwater associated with Project Gateway are adequately analyzed in the STAMP GEIS.
2. Impact on Flooding. Project Gateway is not located within the 100-Year Floodplain, and the SWPPP confirms that all stormwater generated by Project

Gateway will be managed on-site rather than flowing to adjacent parcels, in accordance with the specific requirements of the 2012 GCEDC Findings Statement. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to flooding, and all potential impacts to flooding associated with Project Gateway are adequately analyzed in the STAMP GEIS.

3. Impact on Plants and Animals. Project Gateway will take place in habitat for various animals noted in the EAF, however, none of these species are listed as threatened or endangered. As detailed in Section 7.6 of the 2012 GCEDC Findings, the development of STAMP “may result in unavoidable alteration of habitats for some non-endangered plant and animal species” however “habitat alteration resulting from the Project will be offset by protection and restoration of key natural area corridors on the Project site, abundant habitat for these species immediately adjacent to the site and in the immediate vicinity of the Project Site, including over 19,000 acres of currently protected conservations lands.” Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to plants and animals and all potential impacts to plants and animals associated with Project Gateway are adequately analyzed in the STAMP GEIS.
4. Impact on Agricultural Land Resources. The portion of the Site which includes Project Gateway is not located within an Agricultural District, and the EAF notes that the Site does not contain highly productive soils. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to agricultural resources and all potential impacts to agricultural resources associated with Project Gateway are adequately analyzed in the STAMP GEIS.
5. Impact on Aesthetic Resources. Project Gateway will generally not be visible from any officially designated federal, state or local scenic or aesthetic resource. Project Gateway is located within the STAMP Site, which is anticipated to be a well-developed commercial and industrial area. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to aesthetic resources and all potential impacts to aesthetic resources associated with Project Gateway are adequately analyzed in the STAMP GEIS.
6. Impact on Energy. Project Gateway will result in a large increase in the use of energy, however, a proposed substation is included in Project Gateway to ensure that there are no adverse impacts to the local grid. In addition, the

energy to be utilized by Project Gateway will be clean, renewable energy from the Robert Moses Power Project in Niagara Falls, New York. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to energy and all potential impacts to energy associated with Project Gateway are adequately analyzed in the STAMP GEIS.

7. Impacts on Noise, Odor and Light. As detailed in the Noise Addendum, Project Gateway is anticipated to result in a minor increase in ambient noise levels on the Site. The Noise Addendum includes calculations of the “worst case” scenario for such noise levels. These calculations fall well below the noise levels anticipated in the STAMP GEIS. The Odors Addendum confirms that Project Gateway is not expected to result in any odors as the only emission from the commercial activities on the Site will be pure oxygen. Further, the Lighting Addendum details that that lighting fixtures servicing Project Gateway will be limited to the vicinity of Project Gateway for maintenance and emergency purposes, and that such lights will be Dark Sky Compliant consistent with mitigation requirements in the STAMP Findings. Moreover, any impacts to noise and/or odor from construction activities will be minor, and temporary in nature and have been thoroughly analyzed in the STAMP GEIS. Accordingly, Project Gateway is in conformance with the conditions and thresholds set forth in the STAMP Findings with respect to impacts to noise, odor, and light, and all potential impacts to noise, odor, and light associated with Project Gateway are adequately analyzed in the STAMP GEIS.

Section 4. The STAMP Site is within the ancestral territory of the Tonawanda Seneca Nation (“**Nation**”) and is adjacent to its treaty-confirmed, federally-recognized Reservation (“**Nation’s Territory**”). The Nation is in the process of conducting a Traditional Cultural Property investigation intended to evaluate the eligibility of the Nation’s Territory for listing on the Nation Register of Historic Places (“**National Register**”) as a property of religious and cultural significance. While the results of the TCP Investigation are not yet available, for purposes of GCEDC’s assessment of the Gateway potential impacts on the Nation’s Territory, it is assumed that the Nation’s Territory would be eligible for the National Register. Nonetheless, for the reasons cited below, the Agency finds that the Gateway Project will not have an adverse impact upon the Nation’s Territory, as a property of religious and cultural significance.

1. Land Use. From a land use perspective, Project Gateway is located towards the center of the STAMP Site, well away from the Nation’s boundary. In fact, the STAMP Findings include a substantial buffer along the western edge of the STAMP Site in order to minimize impacts to the Nation and Project Gateway will have no impact upon the buffer.

2. Wastewater. Any wastewater generated by Project Gateway will be treated at the STAMP Site and transported for discharge away from the Nation's Territory. In fact, the Agency is in the final stages of designing and constructing a new Force Main sewer which will discharge wastewater from the STAMP Site approximately 10 miles to the north in Oak Orchard Creek which, ultimately discharges to Lake Ontario. This was done, in large part, to resolve the Nation's concerns that wastewater from the STAMP Site would be discharged upstream from the Nation's Territory or to Tonawanda Creek.
3. Stormwater Discharge. As noted above, the Conceptual SWPPP confirms that stormwater generated by Project Gateway will be managed on-site, and any stormwater which flows to adjacent parcels will be treated in accordance with all regulatory requirements and consistent with the Stormwater Best Management Practices specified in the STAMP Findings.
4. Air Emissions. Project Gateway will not be a significant source of air emissions. As detailed in the Odors Addendum, the only byproduct of the facility is the generation of excess oxygen. Further, Project Gateway will not require an Air Facility Permit or involve activities that are associated with a significant potential for air emissions. Any impacts to air quality from construction activities will be minor, and temporary, in nature.
5. Health and Safety. Project Gateway does not entail the types of activities or operations that are associated with a significant potential for affecting public health, such as storing large amounts of hazardous or toxic materials. As detailed in the HazMat Plan, Project Gateway does not utilize hazardous materials in the production process, however, small quantities of lubricating and coolant oil are present in pumps, compressors, and transformers. The HazMat Plan confirms that spill prevention measures, including double containment per NYSDEC bulk storage requirements, will be included to mitigate any risk to groundwater. The Emergency Plan lays out detailed policies and procedures to ensure the safe operation of Project Gateway, including the involvement of local emergency responder services. In addition, the Project Narrative details that security personnel will be located onsite at all times.
6. Lighting. The Lighting Addendum details that that lighting fixtures servicing Project Gateway will be limited to the vicinity of Project Gateway for maintenance and emergency purposes, and that such lights will be Dark Sky Compliant consistent with mitigation requirements in the STAMP GEIS and STAMP Findings.

7. Noise. The Noise Addendum includes calculations of the “worst case” scenario for such noise levels at the Nation’s boundary. These calculations fall well below the noise levels analyzed in the STAMP GEIS, and are well below the average baseline for noise levels documented within the vicinity of Project Gateway as detailed in the STAMP Findings.
8. Archaeological Resources. As noted above, pursuant to that Programmatic Agreement, the Project Gateway Site has been cleared and has no archeological resources present. It is also noted that all archeological work at the STAMP Site has been conducted with participation from the Nation.
9. Traffic. The EAF recites that, at peak capacity, Project Gateway will include up to 16 trips per day for tanker trucks. This will be in addition to approximately 20 new parking spaces servicing the site. Access will be provided from Crosby Road as well as from a new entrance road from Route 77/63, as recommended in the STAMP Findings. The use of Town roads to access the Site is not anticipated. Trucks will not travel through the Nation’s Territory.

Section 5. In summary, as detailed above, based upon the Agency’s review of the Environmental Information and investigations of the potential environmental impacts associated with Project Gateway, considering both the magnitude and importance of each potential environmental impact indicated, and upon the Agency’s knowledge of the STAMP GEIS and the STAMP Findings as well as the STAMP Site and surrounding area and such further investigations of the Project Gateway and its environmental effects as the Agency has deemed appropriate, the Agency finds that all potential environmental impacts associated with Project Gateway are adequately addressed in the STAMP GEIS and the STAMP Findings and that no further SEQR compliance relative to Project Gateway is required.

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

- (i) The requirements of 6 N.Y.C.R.R. Part 617 have been met; and
- (ii) Consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the Project remains one which avoids or minimizes adverse environmental effects to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigation measures which were identified as practicable.

Section 7. 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 8. This Resolution shall take effect immediately.

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

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Peter Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Amy Vanderhoof	[]	[]	[]	[]
Chad Klotzbach	[]	[]	[]	[]

The foregoing Resolution was thereupon declared duly adopted.