

**Genesee County Economic Development Center  
Meeting Agenda**

Thursday, August 7, 2025  
Location: 99 MedTech Drive, Innovation Zone

**PAGE #**

- |             |  |               |
|-------------|--|---------------|
| <b>1.0</b>  | <b>Call to Order</b>   | <b>3:00pm</b> |
| <b>1.1</b>  | <b>Enter Executive Session</b>   | <b>3:10pm</b> |
|             | Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:   |               |
|             | 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.               |               |
|             | 2. Discussions regarding proposed, pending or current litigation.  |               |
|             | 3. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.                                 |               |
| <b>1.2</b>  | <b>Enter Public Session</b>  | <b>3:50pm</b> |
| <b>2.0</b>  | <b>Chairperson's Report &amp; Activities</b>   | <b>3:50pm</b> |
| <b>2.1</b>  | Upcoming Meetings:<br><b>Next Scheduled Board Meeting: Thursday, September 4<sup>th</sup> at 4 p.m.</b><br>Audit & Finance Committee Meeting: Tuesday, September 2 <sup>nd</sup> at 8:30 a.m.<br>STAMP Committee Meeting: Wednesday, September 3 <sup>rd</sup> at 8 a.m. |               |
| <b>2.2</b>  | Agenda Additions / Deletions / Other Business <b>**Vote</b>  |               |
| <b>2.3</b>  | Minutes: July 10, 2025 <b>**Vote</b>   |               |
| <b>3.0</b>  | <b>Report of Management –</b>  |               |
|             | 3.1 Mega Properties – Initial Resolution <b>**Vote</b> – C. Suozzi   |               |
|             | 3.2 Excelsior Solar Project - Local Labor Waiver Request <b>**Vote</b> – M. Masse  |               |
|             | 3.3 Edwards - Local Labor Waiver Request <b>**Vote</b> – M. Masse  |               |
|             | 3.4 Public Outreach Update – J. Krencik  |               |
| <b>4.0</b>  | <b>Audit &amp; Finance Committee – K. Manne</b>  | <b>4:00pm</b> |
|             | 4.1 New York Loves Nano Semicon West Sponsorship <b>**Vote</b>   |               |
|             | 4.2 2025 Budget Timeline   |               |
|             | 4.3 Local Labor Fee - Loewke Brill – Mega Properties Inc. <b>**Vote</b>  |               |
| <b>5.0</b>  | <b>Governance &amp; Nominating Committee – C. Yunker</b>   | <b>4:05pm</b> |
|             | 5.1 Nothing at this time.  |               |
| <b>6.0</b>  | <b>STAMP Committee – P. Zeliff</b>   | <b>4:15pm</b> |
|             | 6.1 Letter of Credit <b>**Vote</b>   |               |
|             | 6.2 Temporary Power Proposal from National Grid <b>**Vote</b>  |               |
|             | 6.3 Bid Recommendation for Roadwork <b>**Vote</b>  |               |
|             | 6.4 Payment for Easements – Force Main <b>**Vote</b>   |               |
| <b>7.0</b>  | <b>Employment &amp; Compensation Committee – M. Gray</b>   | <b>4:25pm</b> |
|             | 7.1 Noting at this time.   |               |
| <b>8.0</b>  | <b>Housing Committee – P. Battaglia</b>  | <b>4:25pm</b> |
|             | 8.1 Nothing at this time.  |               |
| <b>9.0</b>  | <b>Other Business</b>  | <b>4:25pm</b> |
|             | 9.1 Nothing at this time.  |               |
| <b>10.0</b> | <b>Adjournment</b>   | <b>4:25pm</b> |

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**GCEDC Board Meeting**  
**Thursday, July 10, 2025**  
**Location: 99 MedTech Drive, Innovation Room**  
**4:00 PM**

**GCEDC MINUTES**

**Attendance**

Board Members: M. Clattenburg, C. Kemp, P. Battaglia, \*P. Zelif (Video Conference), C. Yunker  
Staff: M. Masse, L. Farrell, K. Galdun, C. Suozzi, P. Kennett, J. Krencik  
Guests: M. Brooks (GGLDC Board Member), M. Pettinella (Daily News), R. Gaenzle (Harris Beach- Video Conference), J. Loewke (Loewke Brill – Video Conference), K. Loewke (Loewke Brill - Video Conference), RJ Ball (ESD – Video Conference), S. Maier (Harris Beach – Video Conference), M. Fitzgerald (Phillips Lytle – Video Conference), E. Smart (Smart Design), A. Aliasso (Del Plato Casey Law Firm), P. Casey (Del Plato Casey Law Firm) D. Cunningham (GGLDC Board Member) G. Torrey (GGLDC Board Member)  
Absent: M. Gray (GCEDC Board Member), K. Manne (GCEDC Board Member)

*\*P. Zelif attended the meeting via Video Conference, therefore he did not count towards the quorum.*

**1.0 Call to Order**

P. Zelif, via video conference, called the meeting to order at 4:00 p.m. in the Innovation Zone.

**Presentation – Smart Design**

E. Smart presented plans for the redevelopment of a historic home located at 4 Mix Place in Batavia, which he purchased several years ago with the intent of relocating his architecture firm to the site. Following an extended process with the Zoning Board, the zoning was successfully amended to allow for mixed-use, enabling the project to move forward.

E. Smart emphasized his commitment to maintaining and preserving the historic character of the original structure. He noted that the firm would typically have 7–8 employees working on-site daily. In response to public input, he also expressed his intention to minimize the visual impact of the commercial use to ensure compatibility with the predominantly residential nature of the neighborhood.

*J. Loewke joined the meeting at 4:08 p.m.*

Discussed item 3.5 with J. Loewke where he expressed that the Excelsior Solar project is struggling to find local labor in order to comply with the local labor policy. Initially, for the project, they weren't worried about finding workers. J. Loewke stated that he is in favor of granting this waiver for the site work portion with the Laborer's Union.

*J. Loewke and K. Loewke left the meeting at 4:16 p.m.*

*M. Fitzgerald left the meeting at 4:18 p.m.*

### **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 4:16 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.
2. Discussions regarding proposed, pending, or current litigation.
3. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

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

*G. Torrey joined the meeting at 4:24 p.m.*

*D. Cunningham joined the meeting at 4:25 p.m.*

### **1.2 Enter Public Session**

M. Clattenburg made a motion to enter back into public session at 4:35 p.m., seconded by C. Yunker and approved by all members present.

## **2.0 Chairman's Report & Activities**

### **2.1 Upcoming Meetings:**

**Next Scheduled Board Meeting: Thursday, August 7<sup>th</sup> at 3:00 p.m.**

Audit & Finance Committee Meeting: Tuesday, August 5<sup>th</sup> at 8:30 a.m.

STAMP Committee Meeting: Wednesday, August 6<sup>th</sup> at 8:00 a.m.

Employment & Compensation Committee Meeting: Thursday, August 7<sup>th</sup> at 2 p.m.

### **2.2 Agenda Additions / Deletions / Other Business**

**C. Yunker made a motion to add additional easements to item 6.1 in the amount of \$4,272 ; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff –	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg –	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was added to the agenda.**

### **2.3 Minutes: June 5, 2025**

**C. Yunker made a motion to accept the June 5, 2025 minutes as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff –	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg –	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

### **3.0 Report of Management**

**3.1 HP Hood – Final Resolution** – HP Hood, LLC is planning to build a 7,722 sq ft facility at the Genesee Valley Agri Business Park in the town of Batavia with a total capital investment of \$25,968,000.

The project will include the construction of a two-bay, raw milk silo alcove and silo pads for four silos, Clean-in-Place (CIP) room for four CIP systems, remote truck testing lab and electrical room.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$1,122,394 and a property tax abatement estimated at \$84,097 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

C. Suozzi stated that the public hearing was held on June 26, 2025 and there was no one in attendance. He also stated that the resolution states that the IDA fee will be divided 50% over 2 years which was agreed upon with the company.

**3.1a UTEP** – See the Statement of Compliance of Project Criteria listed in the Uniform Tax Exemption Policy (UTEP) attached to the minutes for additional Project details and Board approvals. The Board concurred with the UTEP.

A public hearing was held on June 26, 2025. There was no public comment at this time.

### **3.1b Final Resolution –**

Resolution No. 07/2025 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON JUNE 26, 2025, WITH RESPECT TO THE HP HOOD LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECT AND (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

**P. Battaglia made a motion to approve the Final Resolution #07/2025-01, authorizing the incentives for HP Hood as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeff -	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

**3.2 Smart Design Architecture, PLLC – Initial Resolution** - smartDESIGN Architecture, PLLC is planning to renovate a vacant building at 4 Mix Place in the City of Batavia that will serve as the headquarters for the firm's professional services.

The \$480,000 project will renovate a local historic landmark that has not been occupied for several years. The renovation and the use of the building for an office providing professional services were previously approved by the City of Batavia.

In addition, the company and its 12 FTE's were displaced by the recent closure of its Harvester Center facility by the property's owner.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$25,600, mortgage tax exemption \$4,000 and a property tax abatement estimated at \$79,888 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Resolution No. 07/2025 - 02

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

**P. Battaglia made a motion to approve Initial Resolution #07/2025-02 for Smart Design, authorizing the acceptance of the project application and scheduling a public hearing as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeff -	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**



**3.3 SL Pembroke, LLC – Initial Resolution** – SL Pembroke, LLC is proposing to construct a solar farm project on 7962 Tesnow Rd in the Town of Pembroke, NY. The project proposes to utilize ground-mounted solar panels to generate 4 megawatts of AC power (MWAC).

A PILOT on these improvements will contribute \$4,000/MWAC + a 2% annual escalator in payments to Town of Pembroke, Genesee County and Akron School District for a total of \$276,695 over 15 years. This new revenue is significantly greater than the current agricultural-vacant land value of the project site.

The Project will also generate \$2500/MWAC + a 2% annual escalator in host benefit agreement payments to the Town of Pembroke. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

Resolution No. 07/2025 - 03

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

C. Yunker recommended tabling this item until the quality of the farmland can be assessed. He referenced the Tompkins County IDA policy, which requires a higher premium PILOT payment for projects sited on prime farmland, in response to the significant amount of acreage lost from agricultural use. He further noted that the Board should consider whether it wishes to support additional solar projects within the county, particularly those proposed on prime farmland.

**C. Yunker made a motion to table Initial Resolution #07/2025-03 for SL Pembroke to a future meeting until the quality of the farmland could be assessed; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zelf -	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

**3.4 SL Pembroke 2, LLC – Initial Resolution** – SL Pembroke 2, LLC is proposing to construct a solar farm project on 7966 Tesnow Rd in the Town of Pembroke, NY. The project proposes to utilize ground-mounted solar panels to generate 5 megawatts of AC power (MWAC).

A PILOT on these improvements will contribute \$4,000/MWAC + a 2% annual escalator in payments to Town of Pembroke, Genesee County and Akron School District for a total of \$345,868 over 15 years. This new revenue is significantly greater than the current agricultural-vacant land value of the project site.

The Project will also generate \$2500/MWAC + a 2% annual escalator in host benefit agreement payments to the Town of Pembroke. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

Resolution No. 07/2025 - 04

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF SL PEMBROKE 2, LLC WITH RESPECT TO A CERTAIN PROJECT, (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

**C. Yunker made a motion to table Initial Resolution #07/2025-04 for SL Pembroke 2 to a future meeting until the quality of the farmland could be assessed; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeff -	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

**3.5 Local Labor Waiver Request – Excelsior Solar Project** - Excelsior Energy is constructing their 280 MW solar generation project in the Town of Byron. Since the project is planned to generate in excess of 5 MW of power, it is subject to our Local Labor Policy. In connection with the Local Labor Policy there is a waiver request process that can be made for certain contractors that do not have to be local. The situations that would allow a company to request a waiver are as follows:

"It is understood that at certain times, Workers residing within the Local Labor Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Labor Requirement (the "Local Labor Waiver Request") based on the following circumstances: (i) warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers; (ii) specialized construction for which qualified Local Labor Area Workers are not available; (iii) documented lack of Workers meeting the Local Labor Area requirement; or (iv) cost differentials in bids whereby use of local labor significantly increases the construction cost of the project. Prior to the granting of said waiver, the lowest bidding contractor which bid said construction project using local labor would have the right of first refusal to bid and match the lowest bid as a remedy to ensure compliance with this policy. Comprehensive documentation and justification will be required including documented evidence and verification by GCEDC staff or agents that the "right of first refusal" remedy has been effected unsuccessfully.

The Agency shall evaluate the Local Labor Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request."

P. Zeff clarified that this request is for a waiver related solely to the site work portion of the project, which has already been completed. The waiver is being sought because the applicant cannot meet the 90%

local labor requirement. He expressed that he is not in favor of granting the waiver without knowing the current percentage of local labor that they are going to achieve.

C. Yunker added that his concern is the availability of numerous non-union operators within the county who are willing and able to perform the work.

M. Masse explained that the project had entered into an agreement with the local unions but is now experiencing difficulty securing enough union workers, which is the reason for requesting the waiver.

C. Yunker raised a concern about whether granting this waiver could set a precedent for future projects in similar situations.

P. Zeff recommended asking the applicant to return to the union and, given the worker shortage, explore the option of hiring outside the union, local non-union operators. They may not be part of the union but they can be paid prevailing wage.

M. Masse then suggested tabling the item until additional information could be gathered and revisited at the next meeting.

**P. Battaglia made a motion to table the Local Labor Waiver Request from Excelsior Solar to a future meeting, until further information is provided; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeff -	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**3.6 Public Outreach Update** – As per prior discussions, J. Krencik wanted to give everyone an update on the ongoing outreach efforts.

1. ACT Work Ready – 9 students from Pavilion Central School completed this program. In looking towards the goals of this program, promotion is critical.
2. M. Masse participated in a column on the workforce investments which were a function of the GCEDC/GGLDC in promoting some of the things that had been invested in.
3. M. Masse also participated in proactively talking to the Daily News about the State Comptroller's report on IDA performance. Genesee, Livingston, and Wyoming Counties all contributed to this as well.

#### **4.0 Audit & Finance Committee**

**4.1 Local Labor Contract – HP Hood, LLC** – The Board previously approved the Final Resolution for the HP Hood project, which involves the construction of a facility valued at over \$5 million. As such, the project falls under the requirements of the local labor policy.

To ensure compliance, the agency contracts with Loewke Brill for labor monitoring services. The cost of these services is included in the fees paid to the agency by HP Hood. However, because the agency holds the contract with Loewke Brill directly, formal approval of the contract is required to authorize the use of those funds for this purpose.



Loewke Brill Consulting Group, Inc. has been the GCEDC's consultant who assists with the monitoring and reporting of company's compliance with the local labor policy. The Board has determined that companies need to provide GCEDC with a deposit that will cover the costs of these services. Any amount not utilized will be returned to the company.

The following fee is based on the company's project description and timeline as provided in the application for incentives.

**Project : HP Hood, LLC**

**Fund Commitment:** \$32,190

**Board Action Request:** Recommend Board approval of the contract with Loewke Brill contingent upon receipt of the deposit from the project.

**P. Battaglia made a motion to approve the Local Labor Contract with Loewke Brill for HP Hood, LLC as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zelif -	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

**4.2 Local Labor Contract – SL Pembroke, LLC & SL Pembroke 2, LLC –** P. Zelif stated this item should be tabled due to the discussion on the proposed projects related to agenda items 3.3 and 3.4.

#### **5.0 Governance & Nominating Committee – C. Yunker**

**5.1 Nothing at this time.**

#### **6.0 STAMP Committee – P. Zelif**

**6.1 Easements for Force Main Project –** In conjunction with the installation of the force main from the STAMP site to the Village of Oakfield wastewater treatment facility, there are a number of easements needed. Based on a compensation model of \$2 per linear foot with a minimum of \$500, the following payments are needed for three easements:

1. Permanent Easement 1 and Permanent Easement 2 for a total of \$1,175
2. Permanent Easement 3 - \$500
3. Permanent Easements 4, 5, 6, 7, 8, 10, and 11 and Temporary Easements 2, 3, and 4 for a total of \$4,272

**Fund Commitment:** \$5,947 from the \$56 million.

**Board Action Request:** Approval of payment of \$5,947 to the holders of the easement numbers identified above.

This was recommended for approval by the Committee.

**C. Yunker made a motion to approve the payment of \$5,947 for the easements for the Force Main Project as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeff -	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

**6.2 Town of Alabama Water Tank Review Fees** - The GCEDC had completed the site plan approval of design and engineering of the on site water storage tank. The Town of Alabama hired Wendel Engineering to review the plans and recommend any actions to the Planning Board along with their Special Project Manager. The Planning Board approved the project. The GCEDC has received the attached invoices in connection with this review in the amount of \$7,242.92.

**Fund Commitment:** The \$7,242.92 is covered under the existing \$56 million NYESD grant.

**Board Action Request:** Recommend approval to the full Board to pay \$7,242.92 to the Town of Alabama.

This was recommended for approval by the Committee.

**M. Clattenburg made a motion to approve the payment of \$7,242.92 to the Town of Alabama as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeff -	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

**6.3 Marshalling Yard Agreement with National Grid** – In connection with National Grid's re-route of the existing power line on the STAMP site they are looking to utilize up to five acres of land owned by the GCEDC as a marshalling yard for their equipment and materials. In July of 2024 the GCEDC approved a temporary use agreement with National Grid for \$1,500 per month for a period of 12 months, with the ability to extend another 12 months with notification. National Grid would like to extend this agreement for another two years to July 2028 at \$1,500 per month.

**Fund Commitment:** None.

**Board Action Request:** Recommend approval to the full Board the marshalling yard agreement with National Grid.

This was recommended for approval by the Committee.

**P. Battaglia made a motion to approve the Marshalling Yard Agreement with National Grid as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff -	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

**6.4 Electric Service Installation with National Grid** – In connection with installation of the sewer service for the Edwards project, National Grid needs to install power to the location for the pump station. They have provided a proposal of \$8,783.50 to complete this work.

**Fund Commitment:** \$8,783.50 to be covered under the existing \$56 million grant.

**Board Action Request:** Recommend approval to the full Board the electric service installation proposal with National Grid.

This was recommended for approval by the Committee.

P. Zeliff inquired about the duration of the proposed utility service, noting that the proposal described it as a temporary service limited to up to two years. In response, M. Masse clarified that the proposal includes language stating that if the service becomes permanent, a credit would be applied accordingly.

P. Zeliff also questioned why a permanent service was not being installed from the outset and further asked why National Grid would be handling the installation directly, as this work is typically performed by a contractor.

M. Masse will follow up with National Grid to address these questions.

*A. Aliasso joined the meeting at 4:53 p.m.*

**C. Yunker made a motion to table the electric service installation proposal with National Grid; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff -	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

**6.5 Letter of Credit** – L. Farrell stated that she was hoping for an update on this item, but was still waiting to hear back from a couple of the banks she had reached out to on the letter of credit NYPA was requiring. She stated that there could potentially be a reduction of the requirements which would allow a lower rate than expected. If this is the case, there would not be a need to come back to the Board since it would be under the 1% that was already discussed.

**6.6 Appointment of Phillips Lytle as Special Counsel** – With recent litigation filed against the GCEDC, the staff recommends that the Board 1) appoints Phillips Lytle as special counsel for the current litigation and 2) approves funds to be expended up to \$25,000 to cover the insurance deductible.

**Fund Commitment:** \$25,000 to be covered under operating funds.

**Committee Action request:** Recommend approval to the full Board of the appointment of Phillips Lytle as special counsel for the current litigation and approve funds to be expended up to \$25,000 to cover the insurance deductible.

This was recommended for approval by the Committee.

**P. Battaglia made a motion to approve the appointment of Phillips Lytle as Special Counsel for the current litigation and approve funds to be expended up to \$25,000 to cover the insurance deductible as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff –	N/A (Video Conference – Not officially in attendance)
K. Manne -	Absent	C. Yunker -	Yes
M. Clattenburg –	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

**7.0 Employment & Compensation – M. Gray**

**7.1 Nothing at this time**

**8.0 Housing Committee – P. Battaglia**

**8.1 Nothing at this time**

**9.0 Other Business**

**9.1 Nothing at this time.**

**10.0 Adjournment**

As there was no further business, C. Kemp made a motion to adjourn at 4:55 p.m., which was seconded by M. Clattenburg and passed unanimously.



**Project Name: HP Hood, LLC**

**Board Meeting Date: July 10, 2025**

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

### **PROJECT DESCRIPTION:**

HP Hood, LLC is planning to build a 7,722 sq ft facility at the Genesee Valley Agri Business Park in the town of Batavia with a total capital investment of \$25,968,000. The project will include the construction of a two-bay, raw milk silo alcove and silo pads for four silos, Clean-in-Place (CIP) room for four CIP systems, remote truck testing lab and electrical room.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$1,122,394 and a property tax abatement estimated at \$84,097 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

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

**Project details:** The project is planning on to retain 412 jobs.

**Board Discussion:** None

**Board Concurrence:** **YES** NO If no, state justification:

**C. Yunker made a motion to concur with Criteria #1; the motion was seconded by P. Battaglia.**

**Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Absent	P. Zelif -	N/A (Video Conference-Not officially in attendance)
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

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

**Project details:** The project will enhance the long-term tax base with an investment of \$25,968,000 in the town of Batavia.

**Board Discussion:** None

**Board Concurrence:** **YES** NO If no, state justification:

2.3

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**C. Yunker made a motion to concur with Criteria #2; the motion was seconded by P. Battaglia.  
Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Absent	P. Zeliff -	N/A (Video Conference-Not officially in attendance)
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

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

**Project details:** N/A

**Board Concurrence:** ☒ **YES** **NO** If no, state justification:

**C. Yunker made a motion to concur with Criteria #3; the motion was seconded by P. Battaglia.  
Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Absent	P. Zeliff -	N/A (Video Conference-Not officially in attendance)
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

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

The Fiscal impacts (discounted value) on Local Benefits totals \$6,357,316 (\$6,253,180 in payroll and \$104,136 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Note this is for the project only, does not include the 412 retained jobs

**Project details:** For every \$1 of public benefit the company is investing \$10 into the local economy

**Board Discussion:** None

**Board Concurrence:** ☒ **YES** **NO** If no, state justification:

**C. Yunker made a motion to concur with Criteria #4; the motion was seconded by P. Battaglia.  
Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Absent	P. Zeliff -	N/A (Video Conference-Not officially in attendance)
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

**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 the food industry.

**Board Discussion:** ☒ YES ☐ NO If no, state justification:

**C. Yunker made a motion to concur with Criteria #5; the motion was seconded by P. Battaglia.**  
**Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Absent	P. Zelif -	N/A (Video Conference-Not officially in attendance)
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

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

**Project details:** The project is planned to begin in the 2<sup>nd</sup> quarter of 2025 and be operational in 24 months.

**Board Discussion:** None

**Board Concurrence:** ☒ YES ☐ NO If no, state justification:

**C. Yunker made a motion to concur with Criteria #6; the motion was seconded by P. Battaglia.**  
**Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Absent	P. Zelif -	N/A (Video Conference-Not officially in attendance)
M. Clattenburg -	Yes	M. Gray -	Absent
C. Kemp -	Yes		

**The item was approved as presented.**

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## Customer Information

<b>Potential Customer:</b>	Mega Properties, Inc.	<b>Opportunity Type:</b>	Attraction
<b>Project Street Address:</b>	Gateway II Corporate Park	<b>Opportunity Product:</b>	Property Sales & Mortgage
<b>City/Town/Village:</b>	Town of Batavia	<b>Type of Project:</b>	Attraction
<b>Project Description:</b>	2025 165,000 SQ FT Facility	<b>New Jobs:</b>	28
<b>Total Capital Investment:</b>	\$11,096,000	<b>Retained Jobs:</b>	N/A
<b>Incentive Amount:</b>	\$2,107,930	<b>School District:</b>	Elba
<b>Benefited Amount:</b>	\$11,096,000	<b>PILOT Applicable:</b>	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:	Direct/Personal Contact	Date of Public Hearing:	TBD
Initial Acceptance Date:	8/7/2025	Inducement Date:	TBD

**Opportunity Summary:** Mega Properties, Inc. is seeking to build a 165,000 square foot distribution center at the Gateway II Corporate Park in the town of Batavia.

The \$11,096,000 project proposes 28 new, full-time equivalent (FTE) positions.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$523,328, a mortgage tax exemption estimated at \$80,000 and a property tax abatement estimated at \$1,504,602. ✓

**Economic Impact:** The fiscal impacts (discounted value) on Local benefits totals \$18,752,044 (\$17,544,442 in payroll and \$1,207,602 to the public in tax revenues). See attached MRB Cost Benefit Calculator. ✓

For every \$1 of public benefits the project will generate \$11 of local economic benefits. ✓

## Project Detail (Total Capital Investment)

<b>Building Cost (Construction):</b>	\$10,486,000	✓
<b>Equipment (Taxable) /</b>	\$250,000	✓
<b>Other Project Investment:</b>		
<b>Land Cost (Real Estate):</b>	\$360,000	✓
<b>Total Capital Investment:</b>	\$11,096,000	✓

## Estimated Benefits Provided

<b>Sales Tax Exempt:</b>	\$523,328	✓
<b>Mortgage Tax Exempt:</b>	\$80,000	✓
<b>Property Tax Exempt:</b>	\$1,504,602	✓
<b>Total Estimated Tax Incentives Provided:</b>	\$2,107,930	✓

**Total Amount Finance:** \$8,000,000

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## MRB Cost Benefit Calculator

Genesee County Industrial Development Agency



**MRB**  
Group

Cost-Benefit Analysis Tool powered by MRB Group

Date   
Project Title   
Project Location

### Construction Phase - Project Assumptions

Project Costs  
Value  
Enter total construction project costs:  <- as defined by NYS Labor Law 224-a  
Local Construction Spending  
In-region construction spending

### Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$10,486,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
Most projects will only have one line related to construction type.		100%	\$10,486,000

### New Household Spending - Residential and Mixed-Use Projects Only

#### Unit Types and Household Income Brackets

Unit Type 1  
Description   
Unit Count   
Target Income (HH)

Unit Type 2  
Description   
Unit Count   
Target Income (HH)

% Net New (See Instructions)

Total Units

Total Local Household Spending

### Operation Phase - Project Assumptions

#### Jobs and Earnings from Operations

Year 1 - Enter NAICS	NAICS	Count	Per Job Annual Earnings	Total Earnings
General Warehousing and Storage	493110	6	\$50,000	\$300,000
0				\$0
0				\$0
0				\$0
0				\$0
0				\$0
Total		6		\$300,000

Year 2	NAICS	Count	Per Job Annual Earnings	Total Earnings
General Warehousing and Storage	493110	16	\$52,000	\$832,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		16		\$832,000

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Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
General Warehousing and Storage	493110	28	\$55,000	\$1,540,000
	0	0		\$0
	0	0		\$0
	0	0		\$0
	0	0		\$0
	0	0		\$0
	Total	28		\$1,540,000

#### Fiscal Impact Assumptions

##### Estimated Costs of Incentives

	%	Value	PILOT Term (Years)	10
Sales Tax Exemption		\$523,328		
Local Sales Tax Rate	4.00%	\$261,664	Escalation Factor	0%
State Sales Tax Rate	4.00%	\$261,664	Public Discount Rate	2%
Mortgage Recording Tax Exemption		\$80,000		
Local	0.50%	\$40,000		
State	0.50%	\$40,000		
Total Costs		\$2,107,930	Includes PILOT exemption, calculated below.	



# Fiscal Impacts



**MRB**  
Group

Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$1,504,602	\$1,375,836
Sales Tax Exemption	\$523,328	\$523,328
Local Sales Tax Exemption	\$261,664	\$261,664
State Sales Tax Exemption	\$261,664	\$261,664
Mortgage Recording Tax Exemption	\$80,000	\$80,000
Local Mortgage Recording Tax Exemption	\$40,000	\$40,000
State Mortgage Recording Tax Exemption	\$40,000	\$40,000
<b>Total Costs</b>	<b>\$2,107,930</b>	<b>\$1,979,164</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$20,647,894</b>	<b>\$18,752,044</b> ✓
<b>To Private Individuals</b>	<b>\$19,278,218</b>	<b>\$17,544,442</b> ✓
Temporary Payroll	\$3,883,792	\$3,883,792
Ongoing Payroll	\$15,394,426	\$13,660,650
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$1,369,676</b>	<b>\$1,207,602</b> ✓
Increase in Property Tax Revenue	\$1,003,068	\$876,700
Temporary Jobs - Sales Tax Revenue	\$27,187	\$27,187
Ongoing Jobs - Sales Tax Revenue	\$107,761	\$95,625
Other Local Municipal Revenue	\$231,660	\$208,091
<b>State Benefits</b>	<b>\$1,002,467</b>	<b>\$912,311</b>
<b>To the Public</b>	<b>\$1,002,467</b>	<b>\$912,311</b>
Temporary Income Tax Revenue	\$174,771	\$174,771
Ongoing Income Tax Revenue	\$692,749	\$614,729
Temporary Jobs - Sales Tax Revenue	\$27,187	\$27,187
Ongoing Jobs - Sales Tax Revenue	\$107,761	\$95,625
<b>Total Benefits to State &amp; Region</b>	<b>\$21,650,361</b>	<b>\$19,664,355</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$18,752,044	\$1,677,500	11:1 ✓
State	\$912,311	\$301,664	3:1
<b>Grand Total</b>	<b>\$19,664,355</b>	<b>\$1,979,164</b>	<b>10:1</b>

\*Discounted at the public sector discount rate of: 2%

Additional Comments from IDA

Does the IDA believe that the project can be accomplished in a timely fashion? Yes  
Does this project provide onsite childcare facilities? No

# Genesee County Industrial Development Agency

## MRB Cost Benefit Calculator

Date August 7, 2025  
 Project Title Mega Properties, Inc at Gateway II  
 Project Location Gateway II Call Parkway , Batavia, NY



## Economic Impacts

Summary of Economic Impacts over the Life of the PILOT  
 Construction Project Costs  
 \$10,486,000

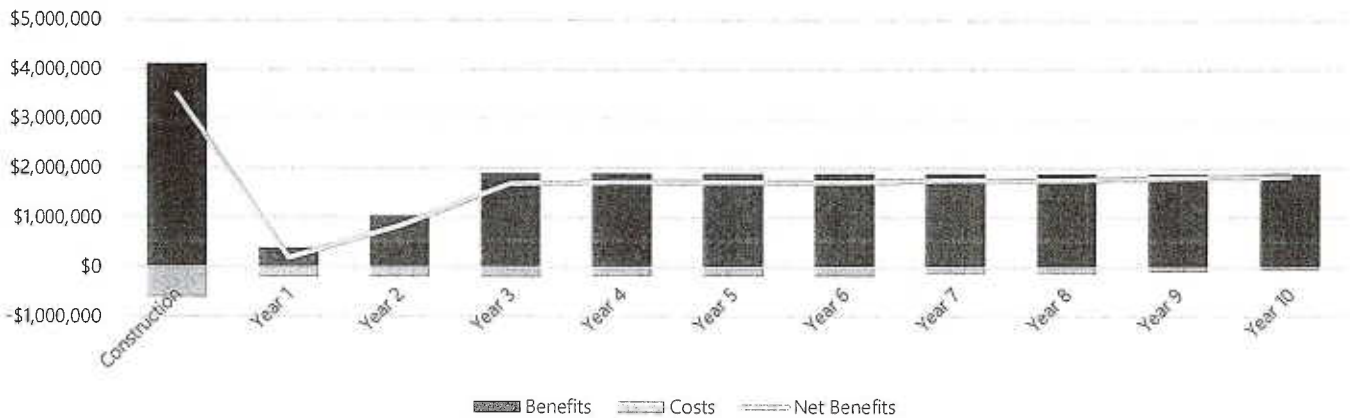
Temporary (Construction)			
	Direct	Indirect	Total
Jobs	41	12	53
Earnings	\$3,236,114	\$647,679	\$3,883,792
Local Spend	\$10,486,000	\$2,783,364	\$13,269,364

Ongoing (Operations) Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	28	5	33
Earnings	\$13,452,000	\$1,942,426	\$15,394,426

Figure 1

### Net Benefits

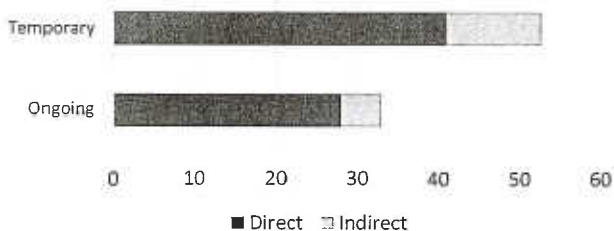


Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3

### Total Jobs



### Total Earnings



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## Other Benefits to Public and Private Individuals - If Applicable

[illegible]

\_\_\_\_\_

Yes

### Property Tax Exemption

Year #	Year	Property Tax WITHOUT Project	Estimated PILOT	Property Tax on Full Assessment	Difference in Current vs. PILOT	Difference PILOT vs Full Taxes
1	2027		\$50,153	\$250,767	\$50,153	-\$200,614
2	2028		\$50,153	\$250,767	\$50,153	-\$200,614
3	2029		\$50,153	\$250,767	\$50,153	-\$200,614
4	2030		\$75,230	\$250,767	\$75,230	-\$175,537
5	2031		\$75,230	\$250,767	\$75,230	-\$175,537
6	2032		\$75,230	\$250,767	\$75,230	-\$175,537
7	2033		\$125,384	\$250,767	\$125,384	-\$125,384
8	2034		\$125,384	\$250,767	\$125,384	-\$125,384
9	2035		\$175,537	\$250,767	\$175,537	-\$75,230
10	2036		\$200,614	\$250,767	\$200,614	-\$50,153
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Total		\$0	\$1,003,068	\$2,507,670 Discounted->	\$1,003,068 \$876,700	-\$1,504,602 -\$1,375,836

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Project Name: Mega Properties Inc.

Board Meeting Date: August 7, 2025

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

### PROJECT DESCRIPTION:

Mega Properties, Inc. is seeking to build a 165,000 square foot distribution center at the Gateway II Corporate Park in the town of Batavia.

The \$11,096,000 project proposes 28 new, full-time equivalent (FTE) positions.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$523,328, a mortgage tax exemption estimated at \$80,000 and a property tax abatement estimated at \$1,504,602 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

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

**Project details:** The project is planning on creating 28 direct jobs with annual salaries of \$50,000 + benefits.

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

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

**Project details:** The project will enhance the long-term tax base with an investment of \$11.1 million and the construction of a 165,000 sq ft facility in the town of Batavia.

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

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

**Project details:** n/a

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

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

The Fiscal impacts (discounted value) on Local Benefits totals \$18,752,044 (\$17,544,442 in payroll and \$1,207,602 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

**Project details:** For every \$1 of public benefit the company is investing \$11 into the local economy.

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

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

**Project details:** n/a

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

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

**Project details:** The project is planning to begin construction in Fall of 2025 and be operational by end of 2026.

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

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**INITIAL RESOLUTION**  
*(Mega Properties, Inc. Project)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, August 7, 2025.

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

Resolution No. 08/2025 - \_\_\_\_\_

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

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

WHEREAS, **MEGA PROPERTIES, INC.**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 22.10 acres of real property located at Call Parkway in the Town of Batavia, Genesee County, New York and all other lands in the Town of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly described as tax parcel No. 4.-1-57.1); (ii) the planning, design, construction and operation of an approximately 165,000 square foot industrial warehouse facility, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

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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, reconstruction, renovation and equipping of the Facility, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a partial mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance").

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

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

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

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

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

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

(E) The Project will 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 2. The Agency is hereby authorized to conduct a public hearing in compliance with the Act.

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.



**CERTIFICATION**  
*(Mega Properties, Inc. Project)*

STATE OF NEW YORK  
COUNTY OF GENESEE

)  
) ss.:

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on August 7, 2025, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Secretary



Mark Masse  
GCEDC Board Meeting  
August 7, 2025

**Local Labor Waiver Request – Excelsior Solar project**

Excelsior Energy is constructing of their 280 MW solar generation project in the Town of Byron. Since the project is planned to generate in excess of 5 MW of power, it is subject to our Local Labor Policy. In connection with the Local Labor Policy there is a waiver request process that can be made for certain contractors that do not have to be local. The situations that would allow a company to request a waiver are as follows:

“It is understood that at certain times, Workers residing within the Local Labor Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Labor Requirement (the “Local Labor Waiver Request”) based on the following circumstances: (i) warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers; (ii) specialized construction for which qualified Local Labor Area Workers are not available; (iii) documented lack of Workers meeting the Local Labor Area requirement; or (iv) cost differentials in bids whereby use of local labor significantly increases the construction cost of the project. Prior to the granting of said waiver, the lowest bidding contractor which bid said construction project using local labor would have the right of first refusal to bid and match the lowest bid as a remedy to ensure compliance with this policy. Comprehensive documentation and justification will be required including documented evidence and verification by GCEDC staff or agents that the “right of first refusal” remedy has been effected unsuccessfully.

The Agency shall evaluate the Local Labor Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.”

The consulting group by the GCEDC to oversee the compliance with the Local Labor Policy, Loewke Brill Consulting Group, has reviewed the request and will provide documents for a recommendation on Monday. These documents will be forwarded to the Board as soon as we receive them next week. Jim Loewke, from Loewke Brill, will be at the meeting on Thursday to explain the process he went through to come up with his recommendation.

**Fund Commitment** – None.

**Board Action Request** – Recommendation to approve local labor waiver request.

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## Genesee County Industrial Development Agency

### Local Labor Verified Exemption Request

The request to secure a verified exemption for use of non-local labor must be received via email from the applicant or GC, and must allow 60 days for processing and required due diligence. All exemption requests must include this form (filled out in its entirety), a cover letter stating reasons for seeking a waiver and outline all efforts to find local workers, and all supporting documentation to support your claim. Please note that the Genesee County IDA has final approval of all waiver recommendations.

APPLICANT NAME: Excelsior Energy Center, LLC

CONTACT: José De Armas (Project Director, Development) and Luke Susko (Execution Project Manager, Engineering & Construction)

PHONE (CELL): José: 647-838-5774 Luke: 315-480-1935 EMAIL: Jose.DeArmas@nee.com Luke.Susko@nee.com

NAME OF CONTRACTOR SEEKING EXEMPTION: Blattner Energy, LLC

### REASON FOR REQUEST

- 1) Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers. – **EXPLAIN**
- 2) Specialized construction in which a local contractor is not available – **EXPLAIN**
- 3) Significant cost differentials in bids; whereby use of local labor significantly increases the cost of the project. **EXPLAIN (PROVIDE COPIES OF ALL BIDS)**
- 4) No local labor available for the project – **EXPLAIN**

Applicant Signature:  Date: July 1, 2025

Amount of Contract Needing Verified Exemption: Unspecified

Number of Workers Needing Verified Exemption(s): 45

Send Completed Form and Attachments to our auditors:

Kevin Loewke – [Kevin@LoewkeBrill.com](mailto:Kevin@LoewkeBrill.com) – Jim Loewke – [Jim@LoewkeBrill.com](mailto:Jim@LoewkeBrill.com)  
Joe Spinelli – [Joe@LoewkeBrill.com](mailto:Joe@LoewkeBrill.com)

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June 09, 2025

Kevin Loewke  
IDA Services Manager  
Loewke Brill Consulting Group  
491 Elmgrove Road #2  
Rochester, NY 14606  
Email: [kevin@loewkebrill.com](mailto:kevin@loewkebrill.com)

**RE: 1104 Excelsior ("Excelsior Project") – Support for Local Labor Waiver Request**

Dear Mr. Loewke,

I write on behalf of Blattner Energy, LLC ("Blattner") to provide information in support of the Local Labor Waiver Request for the above-referenced project. Specifically, a waiver is sought as a result of a lack of Workers meeting the Local Labor Area requirement. Despite its good faith efforts to do so, Blattner has been unable to secure sufficient Worker to meet the requirement.

Blattner entered into a Project Agreement with the local unions, including LIUNA Local 435, IW Local 33, and IUOE Local 158. Although Blattner has not entered into a Project Agreement with IBEW Local 86, IBEW Local 86 is included on the Excelsior Project via an electrical subcontractor. At the onset of the Project Agreement discussions, Blattner and the trades discussed the need to hire local labor, including individuals dispatched from the local union halls. Blattner and the local unions agreed to use commercially reasonable efforts to staff the Excelsior Project with members residing in the following counties: Genesee, Orleans, Monroe, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua, Cattaraugus, and Allegany. Additionally, Blattner and the local unions agreed to add the following language to the Project Agreement in an effort to further highlight the collaboration and understanding between Blattner and the trades related to this requirement:

Section 6.5: The Project will target employment of residence located within specific zip codes within the Genesee County, New York "Local Area." The local area is defined as individuals residing in the following counties: Genesee, Orleans, Monroe, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua, Cattaraugus and Allegany. The Unions recognize that Primary Employer and Employer must use commercially reasonable efforts to hire individuals residing in the Local Area. The Unions agree and acknowledge to use all reasonable efforts to refer individuals to Primary Employer and Employer that reside within the Local Area. If the Union is unable to fill dispatches with individuals that reside within the Local Area

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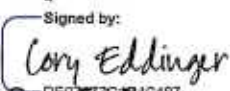
within a 48-hour period after such requisition is made by Primary Employer and Employer (Saturdays, Sundays, and Holidays excluded), Primary Employer and Employer may employ qualified applicants from any other available source as described in Section 5.2 of this Agreement. Moreover, the Unions recognize and agree to support Primary Employer's obligations as identified, and required upon it by the Owner, in Exhibit L of Engineering, Procurement and Construction Agreement ("EPC Agreement"), including but not limited to the hiring of individuals that reside in the Local Area, hiring of women, minority, and service-disabled veterans, and obtaining a waiver from the Genesee County Economic Development Corporation, if necessary.

Blattner also requires all subcontractors on the Excelsior Project to sign an Agreement to be Bound. The Agreement to be Bound binds the subcontractor to the Project Agreement, which includes the above language and use of the local labor unions as it relates to jurisdictional work assignments as described in the Project Agreement. When Blattner or a subcontractor needs individuals to report to the Excelsior Project, it uses the union dispatch process and requests members from the various local union halls, depending on the work assignment. Blattner works closely with the halls on the dispatch requirement to first fill the calls with union members that reside in the "Local Area." As the Project's timeline moves forward and more labor is required, Blattner is receiving feedback from Local 158 that it cannot staff the call-outs with residents of the Local Area.

Contractors currently employing, or intending to employ, members of IUOE Local 158 include: Blattner Energy, LLC; Supreme Industries, LLC; ProSeed, Inc., Complete Fencing and Land Services Inc. It is further anticipated that additional scopes of work will necessitate the engagement of other contractors—yet to be identified—who will similarly be required to utilize the services of IUOE Local 158 in accordance with applicable labor requirements. Once Blattner becomes aware of these additional contractors, it will notify you immediately.

The Excelsior Project is still at the beginning stages of its ramp-up and will need significantly more union members to perform the work. Due to this and the feedback we are receiving from the local unions, specifically Local 158, we are requesting a waiver of the 90% local hire requirement.

Regards,

Signed by:  
  
Cory Eddinger

Project Manager  
Blattner Energy, Inc.





Jonathan Lanse  
Business Manager

## *International Union of Operating Engineers*

Upstate New York Operating Engineers Local 158  
Districts 106 ♦ 545 ♦ 832

27 Hannay Lane, Glenmont, NY 12077  
[518] 431-0600 ♦ Fax [518] 431-0726

Email: [info@iuoe158.org](mailto:info@iuoe158.org)

*Affiliated with the AFL-CIO*

District 106  
27 Hannay Lane  
Glenmont, NY 12077  
[518] 431-0600

District 545  
5612 Business Ave  
Cicero, NY 13039  
[315] 492-1752

District 832  
P.O. Box 93310  
Rochester, NY 14692  
[585] 272-9890

6/16/2025

As we move through our 2025 work season here in IUOE Local 158, District 832 we are enjoying a very busy work season. In reference to the Excelsior Solar Project in Byron NY we understand that currently there is a 90% Local Labor requirement with the GCIDA . We are doing our are best to meet and maintain this goal , we are recruiting daily to help meet this goal . As a reminder at the beginning of this project we honored the request of a few contractors and aloud them to bring in some of the Key Employees that didn't meet the Local Labor requirement . At that time we could have met the requirement with Local Operating Engineers , as the season moved forward yes we have had to refer some Operating Engineers that didn't met the Local Labor requirement . I do support a wavier at this time for the use of out of area Operating Engineers .

A handwritten signature in black ink that reads "Grant S Malone".

Grant S Malone

IUOE Local 158 District 832 Manager

Rochester Building and Construction Trades President

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July 14<sup>th</sup>, 2025

Mark Masse  
Senior Vice President of Operations  
Genesee County Economic Development Center  
Leadership Genesee Class of 2002  
99 MedTech Drive  
Suite 106  
Batavia, NY 14020

**Project: Atlas Copco USA Holdings, Inc & Subsidiaries – Requests for Verified Exemptions  
Warranty Issues: Automated Paint Shop**

Sprimag Automated Coating Systems is being hired to install the automated paint shop at the Atlas Copco USA Holdings project.

**Background:**

GEIS Companies, the general contractor on the project, hired Sprimag Automated Coating Systems, to perform the installation of the automated paint shop. All products from Edwards Vacuum, which manufactures vacuum pumps for semiconductor fabrication facilities, are subject to rigorous scrutiny under the "copy-exact" program enforced by the chip manufacturers. The highly technical automated paint shop systems are manufactured by Sprimag Automated Coating Systems, a German company with over 100 years of experience. Sprimag will provide Edwards Vacuum with a warranty for the automated paint shop under the conditions it is installed by only certified installers. Edwards has provided a letter (attached) speaking to the highly technical standards they must comply by and also provided a copy of the warranty provided by Sprimag. There will be a total of 10 workers needing exemption for this scope of work. Loewke Brill considers this warranty to be valid and recommends approval.

Sincerely,

Kevin E Loewke

---

491 Elmgrove Rd, Ste 2, Rochester, NY 14606

member of  
**nbca**  
National Bond Claims Association

**Toll Free:** 866-647-9350 **Phone:** 585-647-9350 **Fax:** 585-647-3508

[www.loewkebrill.com](http://www.loewkebrill.com)

**ESGR**  
EMPLOYER SUPPORT OF  
THE GUARD AND RESERVE

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Genesee  
County  
Economic  
Development  
Center

## Genesee County Industrial Development Agency

### Local Labor

### Verified Exemption Request

The request to secure a verified exemption for use of non-local labor must be received via email from the applicant or GC, and must allow 60 days for processing and required due diligence. All exemption requests must include this form (filled out in its entirety), a cover letter stating reasons for seeking a waiver and outline all efforts to find local workers, and all supporting documentation to support your claim. Please note that the Genesee County IDA has final approval of all waiver recommendations.

APPLICANT NAME: Edwards Vacuum

CONTACT: Jeff Mickel

PHONE (CELL): 716-954-5383 EMAIL: Jeff.Mickel@edwardsvacuum.com

NAME OF CONTRACTOR SEEKING EXEMPTION: Sprimag Automated Coating Systems

### REASON FOR REQUEST

- 1) Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers. – **EXPLAIN**

Edwards Vacuum manufactures vacuum pumps for use in semiconductor fabrication facilities, where product specifications and tolerances are subject to rigorous scrutiny under the "Copy Exact" program enforced by chip manufacturers. To meet these stringent requirements, Edwards has carefully selected equipment suppliers capable of delivering the necessary precision and quality—among them, Sprimag Specialty Coating Systems, which is providing and installing the automated paint shop.

The installation of the paint line at Edwards Vacuum demands highly specialized labor across all aspects of the project due to the complexity and precision of the automated equipment. To ensure the equipment functions as intended and aligns with both Sprimag's standards and Edwards' strict operational specifications, Sprimag relies on previously qualified contractors for the installation. This approach enables Sprimag to uphold its equipment warranty and maintain consistency in performance and quality.

Applicant Signature: [Signature] Date: 7/8/2025

Amount of Contract Needing Verified Exemption: \$500,000

Number of Workers Needing Verified Exemption(s): 10

Send Completed Form and Attachments to our auditors:

Kevin Loewke – [Kevin@LoewkeBrill.com](mailto:Kevin@LoewkeBrill.com) – Jim Loewke – [Jim@LoewkeBrill.com](mailto:Jim@LoewkeBrill.com)

Joe Spinelli – [Joe@LoewkeBrill.com](mailto:Joe@LoewkeBrill.com)

Genesee County IDA -99 MedTech Drive . Suite 106 . Batavia . New York 14020  
585-343-4866

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EDWARDS VACUUM  
6416 Inducon Dr W.  
Sanborn, NY 14132  
USA

July 10, 2025

Kevin Lowkee  
~~Lowkee-Brill~~


Mr. Lowkee:

Edwards Vacuum manufactures vacuum pumps for use in semiconductor fabrication facilities, where product specifications and tolerances are subject to rigorous scrutiny under the "Copy Exact" program enforced by chip manufacturers. To meet these stringent requirements, Edwards has carefully selected equipment suppliers capable of delivering the necessary precision and quality—among them, Sprimag Specialty Coating Systems, which is providing and installing the automated paint shop.

The installation of the paint line at Edwards Vacuum demands highly specialized labor across all aspects of the project due to the complexity and precision of the automated equipment. To ensure the equipment functions as intended and aligns with both Sprimag's standards and Edwards' strict operational specifications, Sprimag relies on previously qualified contractors for the installation. This approach enables Sprimag to uphold its equipment warranty and maintain consistency in performance and quality.

Thank you for your assistance.

Sincerely,



Jeff Mickel, Project Manager



## GENERAL TERMS AND CONDITIONS

1. **GENERAL.** Sprimag, Inc. ("Seller") will deliver to Buyer in accordance with the Terms and Conditions below, and Buyer accepts said Terms and Conditions (a) upon signing the Purchase Order Acknowledgement Form ("Order Acknowledgement"), or (b) receiving or accepting the services and machinery specified in the Purchase Order (collectively the "Machinery"), or both. As accepted by Seller, the "Order" refers to the Purchase Order that immediately precedes these Terms and Conditions and is attached to the Order Acknowledgement. Seller undertakes to furnish only the Machinery as specified in the included specifications. No other machinery of any nature is included in the stated price. Buyer acknowledges that it has inspected, examined and studied all plans, specifications, prints, drawings and material lists furnished by Seller and that it has approved the same, including, without limitation of the foregoing, Buyer's scope of work in connection therewith. For this purpose, Buyer's scope of work shall mean all site preparation, utility connections, etc., required for the installation of the Machinery.

These Terms and any supplemental terms applicable to the Order constitute the entire agreement between Seller and Buyer, and supersede any previous communications, representations, or agreements between the parties, whether oral or written, regarding transactions hereunder. Any additional, inconsistent or different terms and conditions contained in any other documents submitted by Buyer to Seller at any time, whether before or after the date hereof, are hereby expressly rejected and excluded.

2. **PAYMENT TERMS.** Unless otherwise stated in the Order, all Machinery is sold EXW Seller's factory (INCOTERMS 2010 edition). Payment for the Machinery is due thirty (30) days after the date of Seller's invoice, to be issued once the Machinery is ready for delivery. Seller may issue a separate invoice for each Agreement or for each shipment (if more than one) under an Order. Buyer shall pay the amount stated in Seller's invoice in the currency required by the invoice in immediately available funds, without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise. Payment must be made to Seller at the address or account stated on the invoice. Time of payment is of the essence. A service charge will be added to accounts which remain unpaid beyond the 30-day period. This charge will be added monthly at the current prime rate of interest as charged by THE FIFTH THIRD BANK, CINCINNATI, OHIO, plus two percent (2%).
3. **CHANGES.** In the event there are changes requested by Buyer, or changes in site conditions or installation requirements subsequent to the Order Acknowledgement, the parties shall agree on an equitable adjustment to the stated price.
4. **DUTY, TAXES, PERMITS AND BONDS.** Any sales, use, excise, valued added, ad valorem or similar tax or import charge or duty arising out of sale, manufacture or installation of the Machinery covered by this order confirmation is not included in the stated agreed price and constitutes an additional charge to be paid by Buyer.

All building and erection licenses and permits, if necessary, shall be secured and paid for by Buyer; should Seller be required to furnish any bond on account of the execution or fulfillment of the Order, the cost thereof shall be added to the stated price.

5. **SAFETY DEVICES.** Seller will supply such safety devices or fire protection equipment as is specified in the Order Acknowledgement. If Buyer desires or requires through local, state or



insurance underwriter's specifications or regulations, other additional safety devices or equipment, Seller will undertake, without being obligated therefor, to furnish same at Buyer's cost. All Machinery sold hereunder shall be operated by Buyer utilizing all guards, warning signs and other safety devices provided with the Machinery and operated under the strict guidelines of the operating manuals.

6. **CONFIDENTIALITY.** Seller's proposal and Order confirmation, any drawings, designs, samples, specifications, training, operations and other manuals and data furnished by Seller hereunder ("Proprietary Information") are and shall remain Seller's property, and shall not be used or disclosed by Buyer without Seller's prior written approval. Proprietary Information" does not include information that (a) is or becomes available in the public domain through no wrongful act of Buyer; (b) is already in Buyer's possession prior to Seller's delivery without an obligation of confidentiality; (c) was independently developed by Buyer; or (d) is required to be disclosed pursuant to a final and unappealable order of a court or agency of competent jurisdiction served on Buyer. Buyer will restrict access to Seller's Proprietary Information to maximize its confidentiality and will inform third parties who require access to it for Buyer's valid purposes to treat such information as confidential. Buyer shall not reproduce or build parts, assemblies or process systems per Seller's design drawing without written approval by Seller. Seller grants no rights to Buyer under any Seller patent, design patent, copyright, trademark or know-how, except as may be necessary to fulfill Seller's obligations hereunder. All technical, industrial and commercial information and material that Buyer discloses heretofore and hereafter to Seller are on a non-confidential basis unless previously agreed to in writing by Seller. Buyer warrants that such information and material do not infringe the patent, copyright, trademark, know-how or other intellectual property rights of third parties. Buyer acknowledges that Seller is entitled to seek injunctive relief to protect its Proprietary Information, there being no adequate remedy at law otherwise to protect it.

7. **DELIVERY.** All completion and delivery dates are approximate, based on prompt receipt by Seller of all necessary information, and are subject to change by reason of factory conditions or other causes beyond Seller's reasonable control. Buyer's acceptance of the Machinery shall constitute a waiver of all claims for delay. Seller shall not be liable for loss, damage, detention, or delay resulting from causes beyond Seller's control or by act of God, including floods, and acts of foreign nations, or caused by fire, strike, civil or military authority, insurrection or riot, embargoes, car shortages, wrecks, delay in transportation or delays or default of Seller's suppliers. Seller assumes no responsibility, in any event, for loss or damage to the Machinery after delivery to carrier. No claim will be allowed unless made by Buyer within seven (7) days from receipt of shipment.

In the event Buyer requires Seller to delay engineering, fabrication, shipment, installation, or start-up of the Machinery under the Order Acknowledgement, any additional costs incurred by Seller shall be reimbursed by Buyer.

8. **INSTALLATION.** In the event on-site work is a part of the Order, the Machinery shall be assembled, erected and installed only by a certified installation contractor of Seller. Buyer shall furnish sufficient electricity, water, space, ingress and egress to job site and other items that may be listed under Buyer's responsibilities. The site is to be prepared for installation personnel to work in a normal fashion with no extra equipment or procedures required due to construction or production interferences. Unless otherwise stated, installation shall be performed only during Seller's normal working hours and any overtime required for any reason shall be requested by and paid for by Buyer.



9. **SECURITY INTEREST.** Buyer hereby grants to Seller a security interest in favor of Seller, and Seller hereby reserves a purchase money security interest in the Machinery covered hereby to secure payment of the purchase price and any and all other sums due and owing from Buyer to Seller. Buyer authorizes Seller to file financing statements in necessary jurisdictions and hereby agrees to execute all necessary documents to facilitate said filing subject to Seller's security interest. Buyer shall not sell, pledge, mortgage, lease or otherwise encumber any Machinery sold until full payment is made to Seller. In the event of Buyer's breach of this contract, Seller may, at Seller's option, repossess the Machinery and all additions thereto, wherever found, free from all claims whatsoever.

The Machinery shall not be considered a fixture or be incorporated into realty by reason of its attachment thereto, and may be separated from realty as well as personalty, for the purpose of repossession. Seller shall not be liable to Buyer, nor shall Seller be subject to any legal proceedings, criminal or civil, for Seller's acts in such repossession, nor for repaying any money paid before repossession as part payment for the Machinery, which may be retained by Seller.

10. **WARRANTY.** Seller warrants to Buyer that the Machinery shall be free from material defects, materials or workmanship under normal use and maintenance for a period of one (1) year from date of shipment, or two thousand (2,000) hours of operation, whichever occurs first. The liability of Seller under this warranty shall be limited to the repair or replacement, at Seller's option, of any part or component which may prove to be defective under normal use, service and maintenance after Seller, in its sole reasonable judgment, determines same to be defective. This warranty is conditioned upon Buyer's giving Seller written notice of an alleged defect during the warranty period, and refraining from the attempted repair of alleged defects without prior written consent of Seller. Seller makes no warranty whatsoever with respect to accessories or components not manufactured by Seller. For any components purchased by Seller for use on or in conjunction with the Machinery, Seller assigns to Buyer only the same warranty granted to Seller by the component vendor or manufacturer.

The performance and safety of the Machinery mentioned herein is contingent upon proper installation by a certified installation contractor of the Seller, the use of suitable process materials, and operation and maintenance by properly trained personnel of the Machinery, within the operating limits for which the Machinery is offered and sold. Seller makes no warranty whatsoever as to the inclusion into Buyer's manufacturing process. Seller's warranty is limited solely to the operation of the Machinery and in accordance with the specifications therefor.

Seller shall not be liable under the warranty in any of the following circumstances: (i) Machinery or parts thereof which have been modified, altered, installed, used or serviced other than by Seller or Seller's certified contractors, in conformity with Seller's applicable specifications, manuals, bulletins or instructions, or which shall have been subjected to improper installation, misuse or neglect; (ii) Machinery that has not been maintained and operated in accordance with Seller's instructions; (iii) normal wear and tear, willful or accidental damage, harsh environment, experimental running; (iv) Machinery or parts thereof furnished by Buyer, or acquired or installed by third parties at Buyer's request and/or to Buyer's specifications, and use of components or accessories not manufactured by or authorized by Seller; (v) the price for Machinery supplied by the Seller has not been paid in full.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE. IT IS

EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL THE SELLER BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT ARISING FROM ANY CAUSE. SELLER'S LIABILITY ON ANY CLAIMS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH BUYER'S ORDER, SHALL NOT EXCEED THE PURCHASE PRICE OF THE MACHINERY ACTUALLY PAID TO SELLER HEREUNDER.

11. **CANCELLATIONS.** In the event Buyer elects to terminate the Order, Buyer will pay Seller the contract price of all Machinery committed or delivered prior to the date when such cancellation became effective. A final accounting shall be presented by Seller to Buyer no later than thirty (30) days after the cancellation notice. Additionally, Buyer shall pay to Seller 15% for anticipated overhead expenses and 10% for expected profits on the balance of the contract price.
12. **ESCALATION.** Seller and Buyer will agree on a fair and equitable escalation arrangement to compensate for uncontrollable inflation factors in the event fulfillment of the Order exceeds the time frame contemplated by the parties.
13. **NONASSIGNABILITY/MODIFICATION.** This agreement can neither be assigned nor performance of the duties hereunder delegated without the express written consent of the parties hereto or their duly authorized agents.
14. **GENERAL AGREEMENT.** The contract created as above stated is intended by Buyer and Seller to be a final expression of their agreement. No representations, understandings, or agreements have been made or relied upon other than those specifically set forth herein. This contract shall inure to the benefit of and be binding upon both Buyer and Seller, their legal representatives, successors, and assigns. The Terms and Conditions of the Order Acknowledgement may be modified only when the modification is referenced to a specific paragraph number of the Terms and Conditions, and is agreed to in writing by Seller and Buyer.
15. **GOVERNING LAW; DISPUTE RESOLUTION.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without application of conflict of laws principles. In the event a dispute arises out of or in relation to this agreement, the parties will endeavor in good faith to resolve it, including resort to the chief executive officer of each party for amicable discussion and resolution. If such efforts are not successful within thirty (30) days of the commencement of a dispute by reference to a written notice from a party to the other stating the substance of the dispute, any legal action or proceeding arising from or in connection with this agreement shall be brought exclusively in the state or federal courts located in Hamilton County, Ohio, USA, and shall not be transferred or removed to any other court, provided, however, that Seller may commence an action in any jurisdiction where Buyer or its assets may be located, for any injunction, collection or similar relief to enforce the provision hereof. The parties waive objection to the jurisdiction and venue of such courts to resolve all disputes between them.
16. **INTERNATIONAL SALES.** For all sales between Seller and any party not resident in the United States of America, the application of the United Nations Convention on the International Sale of Goods is expressly excluded.
17. **BUYER'S SPECIFICATIONS.** Buyer shall be solely responsible for the accuracy of Buyer's designs, drawings, specifications and other data supplied to Seller by Buyer, even if Seller

examines, inspects, studies or comments to Buyer regarding any such designs, drawings, specifications or other data.

18. **PASSING OF TITLE.** Full legal, beneficial and equitable title to the Machinery shall remain vested in the Seller (even delivery and risk has passed to Buyer) until (a) payment in full for the Machinery has been received by Seller; and (b) all other money payable by Buyer to Seller on any other account or under an Order has been received by Seller.
19. **EXCLUSION of THIRD PARTY RIGHTS.** No third party is intended to be benefited by this agreement, and any third party beneficiary rights are expressly disclaimed by both parties.
20. **NOTICE PROVISION.** Any legal notices related to the Order and Order Acknowledgement shall be deemed provided on the day received in writing by a party.
21. **EXCUSABLE DELAY.** Seller shall not be held liable for delay or failure in shipment or delivery of the Machinery due to any cause beyond Seller's reasonable control, including, without limitation, war, fire, flood, strikes or other labor disturbance, accidents, Act of God, governmental order or requirement, interruption, obsolescence or shortage of materials, transportation facilities or energy supply, or other events beyond the reasonable control of its suppliers or subcontractors. Seller shall be excused from delivery to the extent that delivery may be prevented or delayed by the foregoing circumstances. During any such period of Excusable Delay, the Seller will endeavor in good faith to allocate its efforts fairly among its buyers but expressly reserves in its discretion, without liability to Buyer, the final determination of efforts to deliver. If Excusable Delay continues for a continuous period in excess of ninety (90) days, Seller may terminate the Order without liability by providing written notice to Buyer.
22. **INTELLECTUAL PROPERTY.** To the extent any software or computer code is included or embedded in the Machinery, Buyer is granted a non-exclusive limited right to use such software in connection with the Machinery.

The Terms and Conditions of this order confirmation may be modified only when the modification is referenced to a specific paragraph number of the Terms and Conditions, and is agreed to in writing by Seller.



## **VILLAGE OF OAKFIELD TO PROVIDE WASTEWATER TREATMENT SERVICES FOR STAMP**

Wed, Jul 9th 2025 10:00 am

OAKFIELD – The STAMP Sewer Works Corporation and the Village of Oakfield have reached an agreement to collaborate on the design, construction, and operation of a new force main, including sewer lines, pump stations and metering equipment, to provide sanitary sewer services at STAMP.

The agreement stipulates that the STAMP Sewer Works Corporation will compensate the Village \$415,000 to reserve 100,000 gallons per day of treatment capacity for non-industrial sanitary sewage, equating to \$4.15 per gallon.

Non-industrial sanitary sewage would go from STAMP by a force main to be treated at the village wastewater treatment facility.

An estimated \$2.7 million for various improvements to the Village's wastewater treatment facility and \$1.8 million to offset Village costs for street reconstruction, watermain replacement, and storm sewer improvements along the route of the new force main on North Pearl and Mill Streets are earmarked.

If demand increases at STAMP above 100,000 gallons/day, a new design study will be conducted before any consideration of improvements and allocation of treatment capacity.

"We appreciate the support of the Village in collaborating on a design for this critical infrastructure need at STAMP," said Mark Masse, GCEDC President and CEO. "This investment by the Corporation continues to enhance water and wastewater among other infrastructure in and around the STAMP site providing significant benefits to residents and businesses in the Village and Towns of Oakfield and Alabama. They all have been great partners in these efforts."

"This is a win-win for the Village as this investment enhances our infrastructure for our businesses and residents and by supporting STAMP, we are making the site even more shovel ready for future private sector investment and job creation in addition to the current economic development activity occurring there," said David Boyle, Mayor of Oakfield. "There also are safeguards in place for the village if demand surpasses the current agreed upon capacity."

The Village of Oakfield approved the agreement at its June 9 meeting and the STAMP Sewer Works Corporation approved the agreement on July 9.

Categories: ~ STAMP ~

## **AGREEMENT BETWEEN VILLAGE AND STAMP ENHANCES WASTEWATER TREATMENT**

by Dave Boyle and Peter Zeliff

Wed, Jul 23rd 2025 08:00 am

As leaders focused on the long-term goals and needs of our communities, being proactive in identifying future challenges, collaborating with partners, and delivering improvements to critical infrastructure are the keys to our future.

The agreements approved by the Village of Oakfield and the STAMP Sewer Works Corporation in recent weeks are an example of this focus in action.

The Village of Oakfield Wastewater Treatment Plant (WWTP) continues to operate efficiently while protecting local streams and the environment. Upgrades to enhance treatment performance, improve energy efficiency, reduce operating costs, and increase long-term sustainability are achievable through our partnership.

Maintaining and upgrading infrastructure and facilities for critical utilities like water and wastewater systems are one of the most important steps local municipalities are taking to ensure a great future for our community, our state, and our nation. Doing it in a cost-effective and environmentally beneficial way is another.

That's why the Village of Oakfield is moving forward to provide wastewater services to the Science & Technology Advanced Manufacturing Park (STAMP) in the town of Alabama. And why the STAMP Sewer Works Corporation is investing in infrastructure that benefits STAMP's current and future tenants, and the residents in the Village of Oakfield.

The funding being provided to the village wastewater treatment facility will result in operational enhancements and make the plant more operationally efficient.

While the plant is currently meeting all state and federal regulations, the forthcoming upgrades through this agreement secures the viability of the plant for years to come, especially as it pertains to keeping in compliance with ever-changing mandates from the state and federal governments.

One of the most important improvements at the facility will be for the treatment of phosphorus by adding technologies and processes to reduce phosphorus-containing compounds in the wastewater from STAMP and all other Village residents, businesses and users served by the WWTP.

These enhancements will ensure the WWTP remains a vital, sustainable asset for the Village and its residents into the future.

It's also important to note that only non-industrial sanitary sewage from bathrooms and kitchens will be discharged from STAMP to be treated by the Oakfield facility.

The upgrades that connect STAMP to the Oakfield wastewater facility also will include design, construction, and operation of a new force main, including sewer lines, pump stations and metering equipment.



This investment continues to enhance water and wastewater among other infrastructure in and around the STAMP site providing significant benefits to residents and businesses in the Village and Towns of Oakfield and Alabama.

Further, this investment grows the ability for STAMP to attract new private sector investment and job creation in addition to the current economic development activity occurring there. Future growth at STAMP means future investments in critical infrastructure improvements for area water and wastewater systems.

***- Dave Boyle is the Mayor of the Village of Oakfield; Peter Zeliff is the Chairman of the STAMP Sewer Works Corporation***

Categories: ~ STAMP ~

## FORCE MAIN WETLAND IMPACT PERMITS RELINQUISHED REQUEST INITIATED AFTER CHANGE IN PROPOSED CONSTRUCTION METHOD; SANITARY SEWAGE TREATMENT AGREEMENT

Mon, Jul 28th 2025 12:40 pm

BATAVIA, NY – The Genesee County Economic Development Center (GCEDC) today announced that it was relinquishing permits issued by the New York State Department of Environmental Conservation (DEC) for wetland impacts associated with horizontal directional drilling for the construction of a force main and pipeline to STAMP for wastewater water services.

The permits issued by the DEC were for the proposed construction of a force main from STAMP to Oak Orchard Creek in the Town of Shelby.



The STAMP Sewer Works Corporation and the Village of Oakfield recently **announced they have reached an agreement** to collaborate on the design, construction, and operation of a new force main, including sewer lines, pump stations and metering equipment, to provide sanitary sewer services at STAMP.

“We are going in a new direction with the construction of a force main for wastewater services to STAMP in which non-industrial sanitary sewage will now go from STAMP to the wastewater treatment facility in the Village of Oakfield,” said Mark Masse, President and CEO, GCEDC. “The construction of this infrastructure work does not require DEC wetland permits, and we have a willing and supportive partner in the village of Oakfield.

“In addition, the GCEDC and STAMP Sewer Works Corporation (SSW) continue to work with municipal and regulatory agencies to progress the development of infrastructure to support new investment and high-quality careers in our community.”

Categories: ~ STAMP ~

[Featured News \(/news/featured\)](/news/featured) - [Current News \(/news\)](/news) - [Archived News \(/news/archive\)](/news/archive) - [News Categories \(/news/category\)](/news/category)

## **COACH'S CORNER: TRAINING CAMPS UNDERWAY IN WORKFORCE AND THE NFL**

Fri, Jul 18th 2025 04:00 pm

We are just days from the start of the football season, but there's already another training camp underway!



The Buffalo Bills return to the field on July 23<sup>rd</sup> for a training camp to prepare for the upcoming season. It's only the start of their year, but the Bills will quickly know which players have dedicated time to developing their skills this offseason. They are the ones who can be counted on to continue to grow and succeed.

For our local employers, there's no mystery who will stand out as ready for success. This year's Genesee Valley Pre-Apprenticeship Boot Camp participants are rookies in workforce training camps for welding and mechatronics careers.

Thanks to the partnership of the Rochester Technology Manufacturing Association, Genesee Valley BOCES, Genesee Community College, the Genesee County Career One Stop, and the GCEDC, these students are getting ahead of the competition, training in and out of the classroom, and taking control of their workforce journeys. And just a few weeks in, these students are already doing the work to show their skills.

Our largest turnout of students from Genesee County and surrounding communities will have six weeks of PAID on-the-job training with companies like Oxbo, Graham Corporation, Triton Mechanical, and Tambe among others.

After a morning in the classroom utilizing state-of-the-art equipment and instruction from welding instructor Andrew Geyer or mechatronics instructor Rich Monroe, students go to their matched employers to gain hands-on experience in a career.

As a coach, I love to see both the active education and training that happen in the morning sessions.

From overviews of manufacturing and skilled trades basics to students using training modules and welding stations, there is no time wasted in this program.

In just six weeks, these students will gain 96 hours of classroom instruction towards a certificate of completion to become a registered apprentice.

Since 2021, we have had dozens of students graduate from the Pre-Apprenticeship Boot Camp and many of those graduates have gone on to registered apprenticeship programs with their partnering employers.

Careers in electro-mechanical and welding trades are in demand across the country and here in Genesee County. Hundreds more will be coming as companies grow organically and major expansions by Graham and Oxbo, along with Edwards Vacuum are all underway.

We are building the pipeline for these careers and preparing our trainees for good-paying careers available right in their own backyards.

If you are interested to learn how you can spark career interest and exploration for your child or recent graduate, visit [www.gcedc.com/careerchecklist](http://www.gcedc.com/careerchecklist) (<https://www.gcedc.com/careerchecklist>) to access our free career checklist, featuring eight essential steps to jumpstart a professional journey.

If you are a student, parent, teacher, or guidance counselor, contact me at [csuozzi@gcedc.com](mailto:csuozzi@gcedc.com) (<mailto:csuozzi@gcedc.com>) to learn how to get involved today!

Go Bills!

Categories: (/news/categories) ~ Coach's Corner  
(/news/category/100003/coachs-corner) ~ Workforce  
(/news/category/100000/workforce) ~





Edwards Vacuum

Yesterday at 8:08 AM · 🌐

...

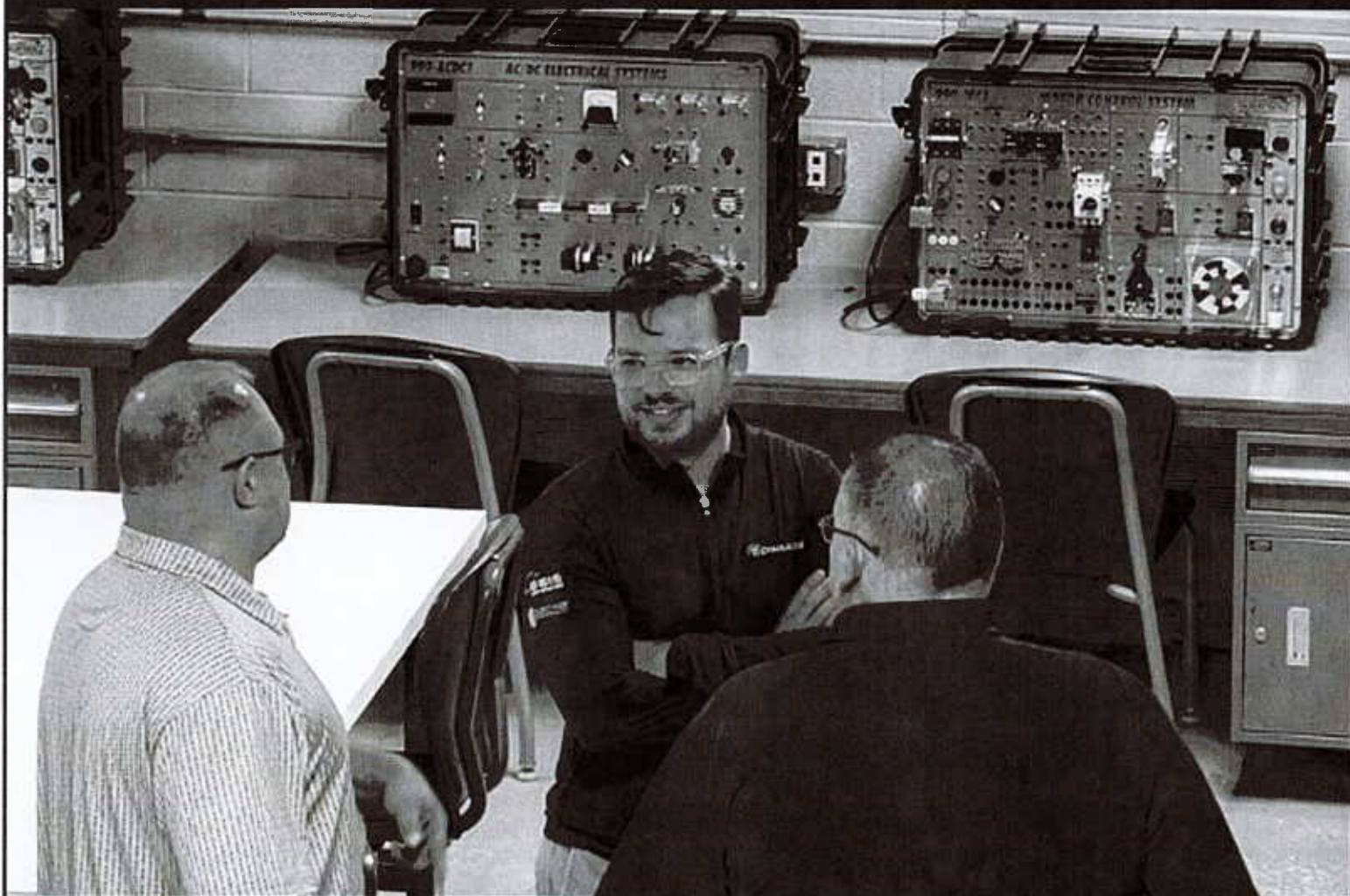
## Investing in Tomorrow's Talent, Today

At Edwards, we believe that building a strong regional talent pipeline starts with meaningful partnerships in our communities. That's why we're proud to collaborate with local training centers across Genesee County, NY to support the next generation of skilled workers.

Recently, Jacob Samland, our Technical Training Specialist at Edwards Genesee, joined Chris Suozzi from the Genesee County Economic Development Center on a tour of regional workforce development programs including an inspiring visit to the Genesee Valley BOCES mechatronics lab in Batavia, NY.

We're excited to continue supporting programs that empower future innovators and strengthen our industry from the ground up.

#EdwardsVacuum #WorkforceDevelopment #SemiconductorIndustry #AdvancedManufacturing #GeneseeCounty #TalentPipeline



👤 You, Jennifer Gilbert Wakefield, Mark Masse and 15 others

1 comment 5 shares

👍 Like

💬 Comment

📧 Send

➦ Share



GCEDC Audit & Finance  
Jim Krencik, Senior Director, Marketing & Communications  
August 5, 2025

**New York Loves Nano Semicon West Delegation Sponsorship**

**Discussion:** With the support of National Grid, the GCEDC is joining our partners in the New York Loves Nano delegation at the 2025 Semicon West semiconductor industry conference in Phoenix on October 6-9.

The GCEDC has participated in this conference annually, enabling our sales and marketing team to advance business leads including Edwards Vacuum in past years.

The GCEDC partners in a sponsorship of the delegation's conference floor booth and reception with Greater Rochester Enterprise and Invest Buffalo Niagara. This enabled the GCEDC to receive the benefits of a Gold Sponsorship (\$10,000) at a reduced cost.

The sponsorship includes prominent booth imagery space, conference registration, and sponsorship of both a conference booth and the New York Loves Nano reception.

The New York Loves Nano delegation is coordinated by the New York State Economic Development Council (NYSED). The GCEDC is a member of the NYSED.

This expenditure was included in the 2025 Marketing budget and this expenditure is below previous year's expenditures.

The breakdown of partner contributions proposed for 2025 and contributed in 2024 is below.







- GCEDC - \$3,340 proposed (was \$5,000 in 2024)
- Invest Buffalo Niagara - \$3,330 proposed (was \$2,500 in 2024)
- Greater Rochester Enterprise - \$3,330 proposed (was \$2,500 in 2024)

In addition, the GCEDC has received approval for a National Grid grant to reimburse 50% of the sponsorship cost, for a net cost to the GCEDC of \$1,670.

**Board Action Request:** Approval to fund \$3,340 for the New York Loves Nano Semicon West Sponsorship.

# Budget Timeline

## Genesee County Economic Development Center

	June/July	Planning Assumptions / Preliminary Inputs
	August 13	Budget Workshop - Audit & Finance Committee Meeting *Review / Discuss Budget Assumptions and Preliminary Inputs
	Sept 2	Audit & Finance Committee Review of Draft Budget & Recommendation
	Sept 4	Board Review & Approval
	Sept 5	Submission to Genesee County Manager
	By Nov 1	Budget to ABO/Post on GCEDC Web Site

**GCEDC**  
**Audit & Finance Committee Meeting Report**

**3c. Consulting assistance on local labor policy reporting and conformity for projects**

Loewke Brill Consulting Group, Inc. has been the GCEDC's consultant who assists with the monitoring and reporting of company's compliance with the local labor policy. The Board has determined that companies need to provide the GCEDC with a deposit that will cover the costs of these services. Any amount not utilized will be returned to the company.

The following fee is based on the company's project description and timeline as provided in the application for incentives.

Project: Mega Properties, Inc.

**Fund Commitment:** \$31,270.

**Committee Action Request:** Recommend to the full Board approval of the contract with Loewke Brill contingent upon receipt of the deposit from the project.

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT  
AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
REAFFIRMING APPROVAL OF THE SUBSTATION CONSTRUCTION PROJECT AND  
AUTHORIZING THE PROCUREMENT OF A STANDBY LETTER OF CREDIT

**WHEREAS**, on October 31, 2024, the Genesee County Economic Development Center (the "Agency") previously approved the construction of a 345 kV to 115 kV substation with 600 MW of capacity to service the Western New York Science & Technology Advanced Manufacturing Park ("WNY STAMP") site; and

**WHEREAS**, such substation is to be connected to existing 345 kV transmission lines and will facilitate the development of infrastructure necessary to support advanced manufacturing projects at WNY STAMP; and

**WHEREAS**, the New York Power Authority ("NYPA") has requested a security instrument in the form of a standby letter of credit in the amount of Four Million Dollars (\$4,000,000) to ensure restoration of its transmission lines in the event of project abandonment; and

**WHEREAS**, NYPA has indicated that a standby letter of credit issued by an eligible financial institution, compliant with its stated criteria, will satisfy this security requirement and allow construction activity to proceed within NYPA's right-of-way;

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the Agency must satisfy the requirements contained in SEQRA prior to making a final determination whether to undertake the Project; and

**WHEREAS**, the appropriate personnel of the Agency reviewed the environmental assessment form and other materials submitted by the Applicant and made any necessary comments to the members of the Agency, the Agency conducted a coordinated review pursuant to SEQRA, and by resolution of the members of the Agency adopted on August 4, 2024, the Agency determined that the Project would have no significant adverse environmental impacts and issued a negative declaration in accordance with SEQRA, such that no further action is required to comply with SEQRA; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Genesee County Economic Development Center as follows:

1. The Board hereby reaffirms its approval of the substation project described above and acknowledges the necessity of securing NYPA's transmission corridor in support of that project.



2. The Board hereby authorizes the procurement of a standby letter of credit in the amount of \$4,000,000, issued in favor of the New York Power Authority, for the purpose of fulfilling NYPA's security requirements as described.
3. The Board authorizes any officer or duly authorized representative of the Agency to take all necessary actions, including the execution of agreements and forms, to implement the foregoing and to effectuate the issuance of the standby letter of credit.

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

The foregoing Resolution was thereupon declared duly adopted.

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

The Resolutions were thereupon duly adopted.

**SECRETARY'S CERTIFICATION**  
*(STAMP Substation Project)*

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on August 7, 2025, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Secretary

## **Electric Service Installation with National Grid**

**Discussion:** In connection with installation of the sewer service for the Edwards project, National Grid needs to install power to the location for the pump station. They have provided a proposal of \$8,783.50 to complete this work.

**Fund Commitment:** \$8,783.50 to be covered under the existing \$56 million grant.

**Committee Action request:** Recommend approval to the full Board the electric service installation proposal with National Grid.



June 27, 2025

GCEDC  
99 Med Tech Dr  
Batavia, NY 14020

**Re: Electric Service Proposal WR# 31122527  
6725 Crosby Rd, Basom, NY Temporary Electric Service**

Enclosed please find an Electric Service Proposal for installation of distribution facilities to provide a temporary 120/240-volt single phase electric service from a National Grid installed riser pole at 6725 Crosby Rd, Basom, NY.

Pursuant to PSC No. 220 Tariff Rule 10.2, there is a cost to you in the amount of \$8,783.50 plus \$0 in applicable taxes.

***NOTE:*** *If you have an applicable tax exemption certificate, please forward along with this signed proposal. (GCEDC is Tax Exempt as a municipal organization)*

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of \$8,783.50. This estimate is valid for 90 days from the date of this letter.

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Temporary services remain active for up to two years for non-residential requests. At any point within that two year timeframe, temporary services may either be removed completely or may remain in place as a permanent service once the foundation and structure are in place.

If the temporary service is converted into a permanent service within the designated timeframe, the Company may consider a refund for the difference in cost between the amount paid for the temporary facilities and the amount that would have been charged for a requested permanent service.

6.2

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June 27, 2025

GCEDC  
99 Med Tech Dr  
Batavia, NY 14020

**Re: Electric Service Proposal WR# 31122527  
6725 Crosby Rd, Basom, NY Temporary Electric Service**

Should you have any questions, please contact me at (716) 713-9363.

Sincerely,

Daniel J Malek  
Consumer Representative  
Regional Accounts Services  
National Grid  
144 Kensington Ave  
Buffalo, NY 14214

**I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:**

Print Name: \_\_\_\_\_

Title:  
(if applicable) \_\_\_\_\_

Signature: \_\_\_\_\_

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

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

6.2

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**ELECTRIC SERVICE PROPOSAL WR#31122527**

**GCEDC**  
**6725 Crosby Rd, Basom NY**

<b>Service Work Request:</b>	Single phase 120/240-volt URD Temporary Electric Service
<b>Electrical Contractor:</b>	Not available
<b>Customer's Contribution:</b>	\$8,783.50 plus taxes or \$8,783.50
<b>Billing Party:</b>	GCEDC
<b>Customer's Responsibilities:</b>	<ul style="list-style-type: none"><li>➤ Return signed Proposal cover letter, if accepted</li><li>➤ Provide all necessary right-of-way easements</li><li>➤ Notify National Grid if any changes in the Billing Party occur</li><li>➤ Payment in full, upon receipt of invoice</li><li>➤ Provide copy of Tax-Exempt Certificate (if applicable)</li><li>➤ Customer to install 120/240-volt service on pedestal and extend underground cable to National Grid's Riser Pole.</li><li>➤ Obtain Electrical Inspection from Authority Having Jurisdiction.</li><li>➤ Adherence to applicable Electric Service bulletin(s) <a href="#">Electric Specifications (site.com)</a></li></ul>
<b>National Grid Responsibilities:</b>	<ul style="list-style-type: none"><li>➤ Set two poles, one on each side of Crosby Rd.</li><li>➤ Set 25 KVA transformer on National Grid pole.</li><li>➤ Extend 50 feet of secondary conductor across highway to second pole.</li><li>➤ Upon receipt of Electrical Inspection from the Authority Having Jurisdiction, National Grid will terminate service at Riser pole, energize, and if necessary schedule the meter set for this service.</li></ul>
<b>Construction Lead Time:</b>	<p>Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule.</p> <p><b>Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.</b></p>
<b>Customer Communications Update:</b>	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.

<b>Remarks:</b>	<p>This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal.</p> <p>This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.</p>
<b>Prepared By:</b>	<p><i>Daniel J Malek</i> Regional Accounts Services (716)713-9363</p>

### **Stub road extension contract bids**

**Discussion:** The GCEDC went out to bid for 950 linear feet of grading, stormwater and construction of the extension of the stub road at the hammerhead on STAMP Drive. This project will allow trucks access to the Edwards facility as well as provide access to two other parcels for future development opportunities. The bids were as follows:

- A. Keeler Construction \$956,960 MWBE participation amount 2.4%
- B. Villager Construction \$1,137,840 MWBE participation amount 0.9%
- C. Rochester Earth \$1,040,400 MWBE participation amount 0.0%
- D. Milhurst Construction \$1,310,875 MWBE participation amount 0.0%
- E. Anastasi Trucking \$1,071,300 MWBE participation amount 0.0%
- F. Mark Cerrone \$994,725 MWBE participation amount 14.1%

The bid documents stated that the Owner reserves the right to award the Base Bids individually or the combination of the Base Bids to the lowest, responsive, responsible bidder based on which Bid combination best fits the project budget and priorities.

**Fund commitment:** NYS \$56 million and equity match from GCEDC funds.

**Committee action request:** Recommend approval of award to a contractor.





July 31, 2025

Mark A. Masse, President & CEO  
Genesee County Economic Development Center  
99 MedTech Drive, Suite 106  
Batavia, NY 14020

**RE: WNY STAMP  
EDWARDS INFRASTRUCTURE – CONTRACT 2 STUB ROAD EXTENSION  
RECOMMENDATION FOR AWARD**

Dear Mr. Masse:

Bids for the Edwards Infrastructure – Contract 2 – Stub Road Extension project at the STAMP site in the Town of Alabama were opened on July 29, 2025. Below is a summary of the bid results.

This project involves grading, stormwater and construction of approximately 950 linear feet of new roadway to provide access to the new Edward Vacuum Facility.

Six bids were received for the project. A copy of the bid tabulation is enclosed. The lowest bidder for Contract 2 was Keeler Construction Co., Inc. in the amount of \$956,960.00. The second lowest bidder was Mark Cerrone, Inc. in the amount of \$994,725.00.

This project goal included a Minority Women Owned Business Enterprise (M/WBE) goal of 30%. Both Contractors are currently working to secure MWBE participation, and if they are not successful in meeting the MWBE goals, they will be preparing a request for a waiver with backup providing proof of good faith effort.

We have reviewed the bid results with Keeler Construction Co, Inc. and Mark Cerrone, Inc., and we are satisfied with the bid prices they submitted. We also have significant experience with both companies on other projects. We feel they are both well qualified to complete the project.

If you have any questions or require additional information, please contact me at (585) 402-7506.

Very truly yours,

CPL

Andrew Kosa, PE  
Principal

Enc: Bid Tabulation

6.3

GCEDC  
STAMP EDWARDS INFRASTRUCTURE  
CONTRACT 2 - STUB ROAD EXTENSION  
R24.15784.00  
BID OPENING: July 23, 2025 @ 2:00 pm

BID TABULATION

Bid Item	Description	Quantity	Unit	Keeler Construction Co., Inc.		Mark Carrone, Inc.		Rochester Earth Inc.		Anastasi Trucking, Inc.		Villager Construction, Inc.		Milherst Construction, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Base Bid															
1	Mobilization (shall not exceed 3%)	1	LB	\$ 27,000.00	\$ 27,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 26,150.00	\$ 26,150.00	\$ 30,000.00	\$ 30,000.00	\$ 37,500.00	\$ 37,500.00
2	Maintenance and Protection of Traffic	1	LB	\$ 18,000.00	\$ 18,000.00	\$ 71,725.00	\$ 71,725.00	\$ 12,000.00	\$ 12,000.00	\$ 7,300.00	\$ 7,300.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
3	Erosion Control	1	LB	\$ 15,000.00	\$ 15,000.00	\$ 9,729.00	\$ 9,729.00	\$ 15,400.00	\$ 15,400.00	\$ 12,300.00	\$ 12,300.00	\$ 5,000.00	\$ 5,000.00	\$ 18,500.00	\$ 18,500.00
4	Select Granular Fill - Fills less than 12"	300	CY	\$ 32.00	\$ 9,600.00	\$ 11,200.00	\$ 3,360.00	\$ 66.00	\$ 19,800.00	\$ 60.50	\$ 18,150.00	\$ 83.00	\$ 24,900.00	\$ 100.00	\$ 30,000.00
5	Select Granular Fill - Fills greater than 12"	150	CY	\$ 32.00	\$ 4,800.00	\$ 87.00	\$ 13,050.00	\$ 64.10	\$ 9,615.00	\$ 66.50	\$ 9,975.00	\$ 79.00	\$ 11,850.00	\$ 75.00	\$ 11,250.00
6	Unclassified Excavation & Disposal - Undercut	500	CY	\$ 20.00	\$ 10,000.00	\$ 22.35	\$ 11,175.00	\$ 92.00	\$ 46,000.00	\$ 25.00	\$ 12,500.00	\$ 47.00	\$ 23,500.00	\$ 50.00	\$ 25,000.00
7	Restoration & Seeding	1	LB	\$ 24,000.00	\$ 24,000.00	\$ 18,500.00	\$ 18,500.00	\$ 21,500.00	\$ 21,500.00	\$ 55,115.00	\$ 55,115.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00
8	Striping & Stockpiling Topsoil for Roadway	1	LB	\$ 42,000.00	\$ 42,000.00	\$ 23,900.00	\$ 23,900.00	\$ 84,000.00	\$ 84,000.00	\$ 203,350.00	\$ 203,350.00	\$ 190,000.00	\$ 190,000.00	\$ 250,000.00	\$ 250,000.00
9	Roadway Drainage Swale Earthwork and Grading	1	LB	\$ 85,000.00	\$ 85,000.00	\$ 111,150.00	\$ 111,150.00	\$ 115,000.00	\$ 115,000.00	\$ 2,100.00	\$ 2,100.00	\$ 1,200.00	\$ 1,200.00	\$ 1,750.00	\$ 1,750.00
10	Geotextile Separation Fabric (NYSDOT Item 207.24)	5,700	LF	\$ 1.80	\$ 10,260.00	\$ 0.80	\$ 4,560.00	\$ 1.15	\$ 6,555.00	\$ 82.00	\$ 469,600.00	\$ 70.00	\$ 399,000.00	\$ 90.00	\$ 513,000.00
11	Unbound Filter Material, Type 2	2,500	CY	\$ 67.00	\$ 167,500.00	\$ 60.00	\$ 150,000.00	\$ 75.00	\$ 187,500.00	\$ 62.50	\$ 156,250.00	\$ 100.00	\$ 250,000.00	\$ 115.00	\$ 287,500.00
12	Grass Seed - Type 2	1,500	TON	\$ 100.00	\$ 150,000.00	\$ 101.00	\$ 151,500.00	\$ 110.00	\$ 165,000.00	\$ 93.00	\$ 139,500.00	\$ 100.00	\$ 150,000.00	\$ 125.00	\$ 187,500.00
13	Asphalt Base Course, 37.5 F9	800	TON	\$ 105.00	\$ 84,000.00	\$ 101.50	\$ 81,200.00	\$ 112.00	\$ 89,600.00	\$ 89.00	\$ 71,200.00	\$ 106.00	\$ 84,800.00	\$ 125.00	\$ 100,000.00
14	Asphalt Binder Course, 19.0 F9	400	TON	\$ 131.00	\$ 52,400.00	\$ 109.00	\$ 43,600.00	\$ 165.00	\$ 66,000.00	\$ 113.25	\$ 45,300.00	\$ 129.00	\$ 51,600.00	\$ 140.00	\$ 56,000.00
15	Asphalt Top Course, 9.5 F2	1,200	GAU	\$ 13.00	\$ 15,600.00	\$ 5.13	\$ 6,156.00	\$ 5.00	\$ 6,000.00	\$ 4.80	\$ 5,760.00	\$ 7.50	\$ 9,000.00	\$ 8.00	\$ 9,600.00
16	Delayed Tack Coat	15,000	DC	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
17	Asphalt Price Adjustment	1,000	LF	\$ 2.00	\$ 2,000.00	\$ 2.10	\$ 2,100.00	\$ 2.10	\$ 2,100.00	\$ 2.50	\$ 2,500.00	\$ 1.75	\$ 1,750.00	\$ 2.75	\$ 2,750.00
18	White Preformed Reinforced Pavement Slope	1,900	LF	\$ 2.00	\$ 3,800.00	\$ 2.10	\$ 3,990.00	\$ 2.10	\$ 3,990.00	\$ 2.50	\$ 4,750.00	\$ 1.75	\$ 3,325.00	\$ 2.75	\$ 5,225.00
19	Yellow Preformed Reinforced Pavement Slope	80	LF	\$ 130.00	\$ 10,400.00	\$ 92.50	\$ 7,400.00	\$ 135.25	\$ 10,820.00	\$ 90.00	\$ 7,200.00	\$ 150.00	\$ 12,000.00	\$ 175.00	\$ 14,000.00
20	18-Inch Diameter SICPP Storm Sewer	1	LB	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
21	Field Change Allowance	1	LB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
22	Compaction Testing Allowance	1	LB	\$ 1,137,840.00	\$ 1,137,840.00	\$ 1,137,840.00	\$ 1,137,840.00	\$ 1,137,840.00	\$ 1,137,840.00	\$ 1,137,840.00	\$ 1,137,840.00	\$ 1,137,840.00	\$ 1,137,840.00	\$ 1,137,840.00	\$ 1,137,840.00
Total Base Bid					\$ 986,960.00		\$ 986,960.00		\$ 1,040,400.00		\$ 1,071,300.00		\$ 1,137,840.00		\$ 1,310,875.00

6.2

Mark Masse

**STAMP Committee**  
**August 4, 2025**

**STAMP Payment for easements**

**Discussion:** In conjunction with the installation of the force main from the STAMP site to the Village of Oakfield wastewater treatment facility, there are a number of easements needed. Based on a compensation model of \$2 per linear foot with a minimum of \$500, the following payments are needed for three easements:

1. Temporary Easement 4 \$500

**Fund Commitment:** \$500 from the \$56 million.

**Board Action Request:** Approval of payment of \$500 to the holder of the easement number identified above.

6.4

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