

Genesee County Economic Development Center  
Meeting Agenda

Thursday, October 2<sup>nd</sup>, 2025  
Location: 99 MedTech Drive, Innovation Zone

**PAGE #**

- 1.0 Call to Order**
- Presentation - 8250 Park Road Hotel** **4:00pm**
- 1.1 Enter Executive Session** **4:05pm**
- 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.
- 1.2 Enter Public Session** **4:20pm**
- 2.0 Chairperson's Report & Activities** **4:20pm**
- 2.1 Upcoming Meetings:**
- Next Scheduled Board Meeting: Thursday, October 30<sup>th</sup> at 4 p.m.**  
 Audit & Finance Committee Meeting: Tuesday, October 28<sup>th</sup> at 8:30 a.m.  
 STAMP Committee Meeting: Wednesday, October 29<sup>th</sup> at 8 a.m.  
 Employment & Compensation Meeting: Thursday, October 30<sup>th</sup> at 3 p.m.
- 2.2 Agenda Additions / Deletions / Other Business **\*\*Vote****
- 2.3 Minutes: September 4, 2025 **\*\*Vote****
- 3.0 Report of Management –** **4:20pm**
- 3.1 8250 Park Road Hotel – Initial Resolution **\*\*Vote** – C. Suozzi**
- 3.2 SL Pembroke, LLC – Initial Resolution **\*\*Vote** – C. Suozzi**
- 3.3 SL Pembroke 2, LLC –Initial Resolution **\*\*Vote** – C. Suozzi**
- 3.4 Market Labor Update – Loewke Brill**
- 3.5 Countryside Apartments, LLC – Local Labor Waiver Request **\*\*Vote** – M. Masse**
- 3.6 Public Outreach Update – J. Krencik**
- 4.0 Audit & Finance Committee – K. Manne** **4:30pm**
- 4.1 August 2025 Financial Statements **\*\*Vote****
- 4.2 GCEDC 1+3 Budget **\*\*Vote****
- 4.3 Land Lease Rates **\*\*Vote****
- 4.4 Costar Contract **\*\*Vote****
- 5.0 Governance & Nominating Committee – C. Yunker** **4:40pm**
- 5.1 Nothing at this time.**
- 6.0 STAMP Committee – P. Zeliff** **4:40pm**
- 6.1 Substation Change Order – O'Connell **\*\*Vote****
- 7.0 Employment & Compensation Committee – M. Gray** **4:45pm**
- 7.1 Noting at this time.**
- 8.0 Housing Committee – P. Battaglia** **4:45pm**
- 8.1 Nothing at this time.**
- 9.0 Other Business** **4:45pm**
- 9.1 Nothing at this time.**
- 10.0 Adjournment** **4:45pm**

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

**GCEDC MINUTES**

**Attendance**

Board Members: C. Kemp, P. Battaglia, C. Yunker, K. Manne, P. Zelif, M. Clattenburg, M. Gray  
Staff: M. Masse, K. Galdun, P. Kennett, J. Krencik, L. Farrell  
Guests: B. Cudding (Cypress Creek Renewables), C. Zinni (City of Batavia Resident), M. Fitzgerald (Phillips Lytle – Video Conference), R. Gaenzle (Harris Beach – Video Conference), D. Cunningham (GGLDC Board Member), G. Torrey (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), M. Brooks (GGLDC Board Member), K. Loewke (Loewke Brill – Video Conference)

**1.0 Call to Order**

P. Zelif called the meeting to order at 4:01 p.m. in the Innovation Zone.

**1.1 Enter Executive Session**

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:02 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 M. Gray and approved by all members present.

*B. Cudding left the meeting during executive session.*

*M. Brooks joined the meeting at 4:05 p.m.*

**1.2 Enter Public Session**

P. Battaglia made a motion to enter back into public session at 4:23 p.m., seconded by M. Gray and approved by all members present.

*B. Cudding rejoined the meeting at 4:24 p.m.*

*K. Loewke joined the meeting at 4:24 p.m.*

C. Zinni joined the meeting at 4:25 p.m.

**2.0 Chairman's Report & Activities**

**2.1 Upcoming Meetings:**

**Next Scheduled Board Meeting: Thursday, October 2<sup>nd</sup> at 4:00 p.m.**

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

STAMP Committee Meeting: Wednesday, October 1<sup>st</sup> at 8:00 a.m.

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

**2.3 Minutes: August 7, 2025**

**P. Battaglia made a motion to accept the August 7, 2025 minutes as presented; the motion was seconded by K. Manne. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**3.0 Report of Management**

**3.1 Mega Properties - Final Resolution** – 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.

**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 August 28, 2025. There was no public comment at this time.

**3.1b Final Resolution -**

Resolution No. 09/2025 - 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 AUGUST 28, 2025, WITH RESPECT TO THE MEGA PROPERTIES, INC. (THE "COMPANY") PROJECT

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(THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (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, (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF NEW YORK STATE; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

**C. Yunker made a motion to approve the Final Resolution #09/2025-01, authorizing the incentives for Mega Properties as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**3.2 SmartDesign – Final 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.

**3.2a 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 August 5, 2025. There was no public comment at this time.

Project confirmation was received from Genesee County, pursuant to General Municipal Law Section 862(2)(c).

3.2b Final Resolution –

Resolution No. 09/2025 - 02

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 AUGUST 5, 2025, WITH RESPECT TO THE SMARTDESIGN ARCHITECTURE PLLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (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, (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT, AND (C) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF THE STATE OF NEW YORK; (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 AND (vi) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM THE COMPANY IN CONNECTION WITH THE PROJECT.

**P. Battaglia made a motion to approve the Final Resolution #09/2025-02, authorizing the incentives for SmartDesign as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**3.3 Leatherleaf Solar – Authorizing Resolution -** M. Masse stated that the entity that has the PILOT is not going to change, it's the outstanding membership units that the PILOT is in that's being transferred.

Resolution No. 09/2025 - 03

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM LEATHERLEAF SOLAR, LLC (THE "COMPANY") IN CONNECTION WITH A CERTAIN PROJECT TO BE UNDERTAKEN BY THE AGENCY AND THE COMPANY; AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS WITH RESPECT TO SAME.

**C. Yunker made a motion to approve the Authorizing Resolution #09/2025-03 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff –	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg –	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

*B. Cudding left the meeting at 4:28 p.m.*

**3.4 Market Labor Update** – K. Loewke of Loewke Brill Consulting provided the Board with an update on the status of the local labor force, as previously requested. He reported that after reaching out to local companies all over Western New York, the overall labor market has been very challenging, with union halls largely empty due to the number of major construction projects currently underway across the region. This high demand has created significant competition for available workers, leading to increased reliance on labor waiver requests to meet project needs.

**3.5 Atlas Copco – Local Labor Waiver Request** – K. Loewke of Loewke Brill Consulting reviewed a local labor waiver request submitted for the Atlas Copco project. He explained that the request pertained to a specialty contractor for wall coverings involving complex designs, which go beyond standard painting services. The job had been put out to market, and based on the responses received, he felt the contractor had done their due diligence in seeking local labor before submitting the waiver.

P. Zeliff questioned the need for the waiver if they were still going to be above the required amount of 90%, and M. Masse stated that this is the process for being able to utilize someone from out of the area because, until the project is done the local labor participation is unknown.

**C. Yunker made a motion to approve the Local Labor Waiver Request for Atlas Copco as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff –	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg –	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**3.6 Countryside Apartments – Local Labor Waiver Request** – K. Loewke of Loewke Brill Consulting reviewed a local labor waiver request for the Countryside Apartments project. He explained that the request involved the installation of gyp-crete floor material underlayment, a specialized service performed by only two companies in Western New York that focus exclusively on this type of work. While there are contractors within the region who are capable of completing the work, they typically only take on such projects when included as part of larger construction contracts. K. Loewke noted that gyp-crete underlayment is a commonly used material in multi-family developments, which further limits the number of qualified contractors available for this specific scope of work.

**P. Battaglia made a motion to approve the Local Labor Waiver Request for Countryside Apartments as presented; the motion was seconded by K. Manne. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

*K. Loewke left the meeting at 4:36 p.m.*

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

- 1) Received the physical copies of the career roadmap pamphlet and he has been distributing them to the Career Center, GCC, GLOW With Your Hands, and set out during C. Suozzi's Game Day Show with WBTA at local high schools.
- 2) Flyers were shared with the Town of Alabama on the Edwards project. One of them points out employment opportunities and the other is a general update flyer which offers prospective on happenings of the company and what they do to keep the community informed.
- 3) Upcoming meeting with the Town of Oakfield and the mayor to discuss the WWTP.

**4.0 Audit & Finance Committee**

K. Manne stated that the next three agenda items would be presented together and voted on as one vote.

**4.1 May 2025 Financial Statements** – L. Farrell reviewed the significant items of the May 2025 financial statements.

- Balances for May were similar to April.
- Accounts payable increased by approximately \$60,000.
- Interest was earned on the imprest cash accounts which is then turned over to Empire State Development; this is recorded as a payable.
- Accrued expenses doubled for the NYS Retirement monthly accrual.
- Profit and Loss statement is where anticipated with expenditures. We are over budget for professional services but there is setting off revenue recorded as other revenue for legal fees related to the data center reviews that are covered by the companies.

P. Battaglia asked if there was a reason the expense isn't offset and L. Farrell responded that non-profits and government must record it that way.

**4.2 June 2025 Financial Statements** – L. Farrell reviewed the significant items of the June 2025 financial statements.

- Decrease in restricted cash for \$2M in GURFs approved in June and paid the corresponding expenses related to STAMP development.
- The Profit and Loss statement shows \$2.2M of Empire State Development grant revenue recorded due to the GURFs.
- Otherwise, normal monthly activity for June.

**4.3 July 2025 Financial Statements** – L. Farrell reviewed the significant items of the July 2025 financial statements.

- Similar activity as June with a decrease in restricted cash.
- Accounts payable increased due to the interest payable to Empire State Development.
- Normal monthly activity on the profit and loss statement.

**K. Manne made a collective motion to approve the May 2025, June 2025, and July 2025 Financial Statements as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff –	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg –	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**4.4 2026 GCEDC Budget** – The Board materials include a PowerPoint presentation that summarizes the significant assumptions that were made in the 2026 budget. The County funding request for 2026 remains the same as the past few years. The enhanced funding of \$25,000 from the County for Workforce Development initiatives was also included in the budget.

L. Farrell stated that there were two Audit & Finance Committee meetings held to go over the budget in detail.

The 2026 GCEDC Budget was reviewed in detail by the Committee and is recommended for approval.

**K. Manne made a motion to approve the 2026 GCEDC Budget as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff –	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg –	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

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

**5.1 GGLDC Board Member Appointments** –The Governance and Nominating Committee would like to recommend to the full Board that P. Battaglia and M. Brooks serve another 6-year term for the GGLDC Board ending 6/30/31 retroactive to their term end date (6/30/25).

This item was reviewed by the Committee and recommended for approval.

**C. Yunker made a motion to approve P. Battaglia and M. Brooks each serving another 6-year term for the GGLDC Board ending 6/30/31, retroactive to their term end date; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff –	Yes
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K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

C. Yunker reported that two potential community solar projects, previously tabled, had been referred to the Committee for further discussion. The Committee has reviewed whether policy should be updated regarding the use of farmland for future solar development.

P. Zelif noted that the County Legislature had also discussed this issue, emphasizing the importance of farmland preservation rather than opposition to solar projects. He stated that approximately 10,000 acres in Genesee County have already been converted to solar use and, with agriculture being the county's largest industry, it is critical for the GCEDC to align with the Legislature's position on supporting agricultural preservation.

C. Yunker added that the two solar projects will be brought forward for a vote at the October meeting.

M. Clattenburg expressed that there is unanimous concern within the county regarding the preservation of agriculture, and reiterated that the Legislature's position is to not support any further solar development in Genesee County.

M. Masse stated that, in looking at numbers, Genesee County has 882 mega watts of solar production under construction or in place, while other counties across the state are around 100-200 mega watts. He agrees that Genesee County has done their part for renewable energy.

**6.0 STAMP Committee – P. Zelif**

**6.1 Cost Reimbursement Agreement (CRA) NextEra** – Included in the meeting materials is a New Load Cost Reimbursement Agreement (CRA) with Nextera Energy Transmission Investments, LLC for the remote end coordination and relay settings at Dysinger Station.

**Fund Commitment:** \$200,000 included in the \$56 million.

**Board Action Request:** Recommendation to approve signing the CRA for \$200,000.

This item was reviewed by the Committee and is recommended for approval.

**P. Zelif made a motion to approve the Cost Reimbursement Agreement with NextEra for \$200,000 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**6.2 Rescission of Final Resolution and Consistency Determination Concerning Project Double**

**Reed** – A letter was received from the project applicant stating they did not want to move forward with this project as proposed, but that they want to increase the size. The project that was previously approved by the board is moot and this resolution rescinds the SEQR and incentives the board approved in March of 2025.

**Fund Commitment:** None.

**Board Action Request:** Recommend approval of a resolution to rescind the final resolution and consistency determination for project Double Reed.

This item was reviewed by the Committee and is recommended for approval .

**P. Zelif made a motion to approve a resolution to rescind the Final Resolution and Consistency Determination Concerning Project Double Reed as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

- |                  |     |             |     |
|------------------|-----|-------------|-----|
| P. Battaglia -   | Yes | P. Zelif –  | Yes |
| K. Manne -       | Yes | C. Yunker - | Yes |
| M. Clattenburg – | Yes | M. Gray -   | Yes |
| C. Kemp -        | Yes |             |     |

**The item was approved as presented.**

**6.3 Amendment to General Services Agreement – CC Environment and Planning – In**

September of 2024 the GCEDC approved an amendment to the contract with CC Environment and Planning for the scope of work as listed in the attachments.

As we have progressed with construction work at STAMP in an effort to ensure that all work is being performed in sensitive environmental areas as well as any work related to DEC and USACE issued permits should have weekly inspections from CC Environment and Planning.

They are seeking an amendment to the agreement to cover the remainder of the costs associated with this scope of work. This task would be billed hourly based on their time related to the active construction work.

**Fund commitment:** \$10,000 for Task A to be covered under the \$56 million.

**Board Action Request:** Recommendation to approve the proposal for CC Environment and Planning.

This item was reviewed by the Committee and is recommended for approval .

**P. Zelif made a motion to approve the proposal for CC Environment and Planning not to exceed \$10,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

- |                  |     |             |     |
|------------------|-----|-------------|-----|
| P. Battaglia -   | Yes | P. Zelif –  | Yes |
| K. Manne -       | Yes | C. Yunker - | Yes |
| M. Clattenburg – | Yes | M. Gray -   | Yes |
| C. Kemp -        | Yes |             |     |

**The item was approved as presented.**

**6.4 Cost Reimbursement Agreement – NYPA** – The GCEDC has previously signed a Cost Reimbursement Agreement (CRA) with NYPA for the review of the design and engineering for the substation at the STAMP site.

**Fund Commitment:** Additional \$250,000 included in the \$56 million.

**Board Action Request:** Recommendation to approve the CRA for an additional \$250,000.

This item was reviewed by the Committee and is recommended for approval.

**P. Zeliff made a motion to approve the Cost Reimbursement Agreement with NYPA for an additional \$250,000 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Yes	P. Zeliff -	Yes
K. Manne -	Yes	C. Yunker -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
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, P. Battaglia made a motion to adjourn at 4:51 p.m., which was seconded by C. Yunker and passed unanimously.



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:** None.

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

**Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zeff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**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: None.**

**P. Battaglia made a motion to concur with Criteria #2; the motion was seconded by C. Yunker.**

**Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

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

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

**Project details:** n/a

**Board Discussion: None.**

**P. Battaglia made a motion to concur with Criteria #3; the motion was seconded by C. Yunker.**

**Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**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: None.**

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

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

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:** None.

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

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

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:** None.

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

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

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



**Project Name: smartDESIGN Architecture, PLLC**

**Board Meeting Date: September 4, 2025**

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

**PROJECT DESCRIPTION:**

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 professional services firm.

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.

smartDESIGN has reversed the downward spin on the assessed value for this property at Mix Place. During its vacancy, the property's assessed value declined in 2021 at \$285,000 to \$154,000 in 2022.

The company has been paying property taxes since they have owned the property and will continue to pay property taxes at their current assessment of \$213,000 or estimated \$6,746 per year.

Based on their improvements, the new assessment is estimated to be \$633,420.

GCEDC is seeking to assist with property taxes for the improvements (\$633,420 less \$213,000 or \$420,420) in assessed value which is the net effect on the assessment based on the company's investment.

The project is requesting assistance from the GCEDC based on their investment to improve the property with a sales tax exemption on construction materials 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 due to the improvement via a new traditional 10-year PILOT.

Thus, the company will be paying annually \$6,746 for current property taxes plus a PILOT schedule of \$5,326 (average over 10 years) or a combined property tax of \$12,072 per year.

	Current	Improvements	Total Assessment
Assed Value	\$213,000	\$420,420	\$633,420
Annual Property Taxes/PILOT	\$6,746	\$5,326	\$12,072
Note: Improvements based on a 10-year average, then paying 100% full property taxes upon expiration of the 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 12 jobs at an average salary of \$75,000.

**Board Discussion: None.**

**M. Gray made a motion to concur with Criteria #1; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**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 \$480,000 in the City of Batavia.

**Board Discussion: None.**

**M. Gray made a motion to concur with Criteria #2; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

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

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

**Project details:** The project is a lone full-service architecture firm in Genesee County and provides a valuable service.

The property is located in the designated Opportunity Zone Census Tract 9506 in the City of Batavia and office use is an identified redevelopment target for this zone.

A local historic landmark, the property had been used for private residence since its construction in 1809, until a foreclosure prior to 2019. The property failed to sell on the open market and also at auction. During the extended vacancy, the property was burglarized and vandalized, amounting to tens of thousands of dollars in damage. During this time, the property’s assessed value declined in 2021 at \$285,000 to \$154,000 in 2022.

The renovation of the building for use of an office providing professional services has been approved by Special Use Permit by the city of Batavia and the proposed work has also been approved by the Historic Preservation Committee.

**Board Discussion: None.**

**M. Gray made a motion to concur with Criteria #3; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**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.

**Project details:** The Fiscal impacts (discounted value) on Local Benefits totals \$9,830,382 (\$9,715,824 in payroll and \$114,558 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Note this is for the project does include the 12 retained jobs.

For every \$1 of public benefit the company is investing \$112 into the local economy.

**Board Discussion: None.**

**M. Gray made a motion to concur with Criteria #4; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**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: None.**

**M. Gray made a motion to concur with Criteria #5; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**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 planned to begin in August 2025 and be operational in 7 months.

**Board Discussion:** None.

**M. Gray made a motion to concur with Criteria #6; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

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

GCEDC Opportunity Summary

Created On: 10/2/2025

Customer Information

<b>Potential Customer:</b>	8250 Park Rd, LLC	<b>Opportunity Type:</b>	Retention
<b>Project Street Address:</b>	8250 Park Road	<b>Opportunity Product:</b>	Property Sales & Mortgage
<b>City/Town/Village:</b>	Town of Batavia	<b>Type of Project:</b>	Retention
<b>Project Description:</b>	2025 Holiday Inn & Candlewood Suites	<b>New Jobs:</b>	✓ 15
<b>Total Capital Investment:</b>	✓ \$8,500,000	<b>Retained Jobs:</b>	✓ 20
<b>Incentive Amount:</b>	✓ \$1,201,672	<b>School District:</b>	Batavia
<b>Benefited Amount:</b>	✓ \$8,500,000	<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

<b>Organization:</b>	GCEDC
<b>Opportunity Source:</b>	Direct/Personal Contact <b>Date of Public Hearing:</b> TBD
<b>Initial Acceptance Date:</b>	10/2/2025 <b>Inducement Date:</b> TBD

**Opportunity Summary:** 8250 Park Rd, LLC is renovating the water park hotel next to Target in the town of Batavia. The company will be renovating the current 196-unit facility into two hotels for a total of 167 units. There will be a 99-unit Holiday Inn hotel and a 68-unit Candlewood Suites hotel, and the existing water park will also be renovated.

The \$8.5 million project proposes creating 15 new full-time equivalent (FTE) positions and retaining 20 FTEs. The improvements are projected to increase the property's assessed value from \$3.5 million to \$9.185 million.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$267,200, a mortgage tax exemption estimated at \$50,000 and a property tax abatement estimated at \$884,472 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

**Economic Impact:** The Fiscal impacts (discounted value) on Local Benefits totals \$9,994,039 (\$8,190,664 in payroll and \$1,803,375 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

For every \$1 of public benefit the company is investing \$10 into the local economy.

In addition, once ramped up, the project is projecting to assist over \$123,704 annually in Bed Tax revenue to the county.

Project Detail (Total Capital Investment)

<b>Building Cost (Construction):</b>	✓ \$2,900,000	<b>Equipment (Taxable) / Other Project Investment:</b>	✓ \$1,500,000
<b>Equipment (non-taxable):</b>	✓ \$500,000	<b>Land Cost (Real Estate):</b>	✓ \$3,500,000
<b>Other Costs:</b>	✓ \$100,000		
<b>Total Capital Investment:</b>	✓ \$8,500,000		

Estimated Benefits Provided

<b>Sales Tax Exempt:</b>	✓ \$267,200
<b>Mortgage Tax Exempt:</b>	✓ \$50,000
<b>Property Tax Exempt:</b>	✓ \$884,472
<b>Total Estimated Tax Incentives Provided:</b>	✓ \$1,201,672

**Total Amount Finance:**

\$5,000,000

max  
9/25

# Genesee County Industrial Development Agency

## MRB Cost Benefit Calculator

Date: September 18, 2025  
 Project Title: 8250 Park Rd  
 Project Location: Town of Batavia



Cost-Benefit Analysis Tool powered by MRB Group

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT  
 Construction Project Costs  
 \$2,900,000

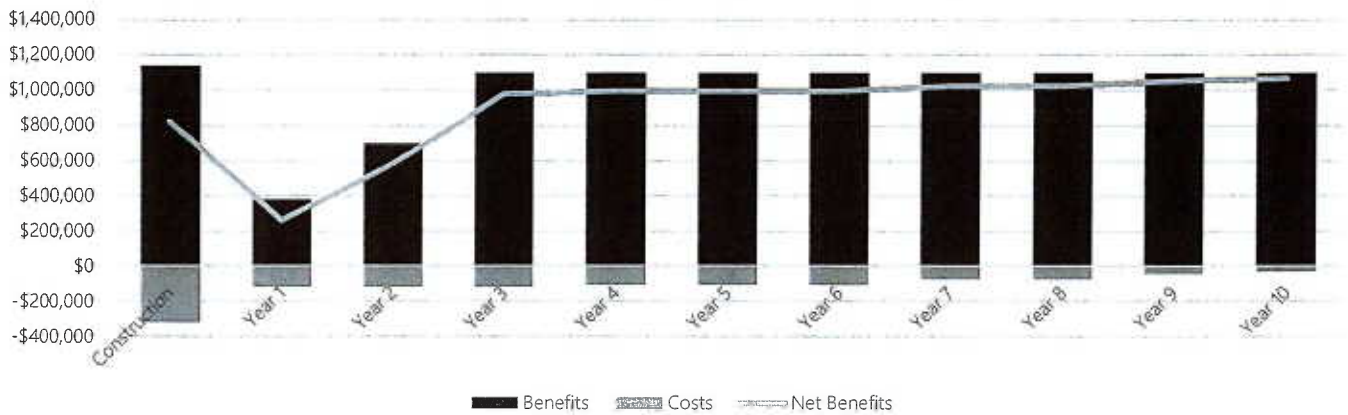
Temporary (Construction)			
	Direct	Indirect	Total
Jobs	11	3	15
Earnings	\$894,977	\$179,121	\$1,074,099
Local Spend	\$2,900,000	\$769,765	\$3,669,765

Ongoing (Operations) Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	15	4	19
Earnings	\$5,300,000	\$2,711,286	\$8,011,286

Figure 1

### Net Benefits

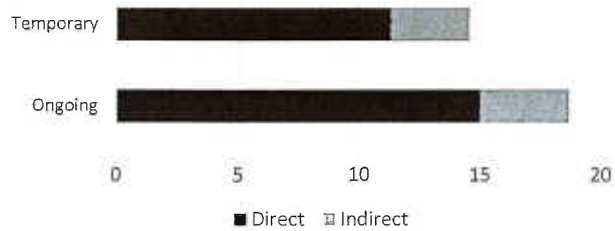


Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3

### Total Jobs



### Total Earnings



3.1

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# Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$884,472	\$808,778
Sales Tax Exemption	\$267,200	\$267,200
Local Sales Tax Exemption	\$133,600	\$133,600
State Sales Tax Exemption	\$133,600	\$133,600
Mortgage Recording Tax Exemption	\$50,000	\$50,000
Local Mortgage Recording Tax Exemption	\$25,000	\$25,000
State Mortgage Recording Tax Exemption	\$25,000	\$25,000
<b>Total Costs</b>	<b>\$1,201,672</b>	<b>\$1,125,978</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$11,108,701</b>	<b>\$9,994,039</b>
To Private Individuals	\$9,085,385	\$8,190,664
Temporary Payroll	\$1,074,099	\$1,074,099
Ongoing Payroll	\$8,011,286	\$7,116,565
Other Payments to Private Individuals	\$0	\$0
To the Public	\$2,023,316	\$1,803,375
Increase in Property Tax Revenue	\$589,648	\$515,363
Temporary Jobs - Sales Tax Revenue	\$7,519	\$7,519
Ongoing Jobs - Sales Tax Revenue	\$56,079	\$49,816
Other Local Municipal Revenue	\$1,370,070	\$1,230,677
<b>State Benefits</b>	<b>\$472,440</b>	<b>\$425,915</b>
To the Public	\$472,440	\$425,915
Temporary Income Tax Revenue	\$48,334	\$48,334
Ongoing Income Tax Revenue	\$360,508	\$320,245
Temporary Jobs - Sales Tax Revenue	\$7,519	\$7,519
Ongoing Jobs - Sales Tax Revenue	\$56,079	\$49,816
<b>Total Benefits to State &amp; Region</b>	<b>\$11,581,141</b>	<b>\$10,419,953</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$9,994,039	\$967,378	10:1
State	\$425,915	\$158,600	3:1
<b>Grand Total</b>	<b>\$10,419,953</b>	<b>\$1,125,978</b>	<b>9:1</b>

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

### Additional Comments from IDA

Bed tax at \$123,704 annually, plus fire district fee \$13,303 annually

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

MM  
9/25/25

MRB Cost Benefit Calculator



Cost-Benefit Analysis Tool powered by MRB Group

Genesee County Industrial Development Agency

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%	\$2,900,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$2,900,000

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

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
Hotels (except Casino Hotels) and Motels	721110	5	\$30,000	\$150,000
0				\$0
0				\$0
0				\$0
0				\$0
0				\$0
Total		5		\$150,000

Year 2	NAICS	Count	Per Job Annual Earnings	Total Earnings
Hotels (except Casino Hotels) and Motels	721110	10	\$35,000	\$350,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		10		\$350,000

3.1

23

Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
Hotels (except Casino Hotels) and Motels	721110	15	\$40,000	\$600,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
	Total	15		\$600,000

Fiscal Impact Assumptions

Estimated Costs of Incentives

	%	Value		
Sales Tax Exemption		\$267,200	PILOT Term (Years)	10
Local Sales Tax Rate	4.00%	\$133,600	Escalation Factor	0%
State Sales Tax Rate	4.00%	\$133,600	Public Discount Rate	2%
Mortgage Recording Tax Exemption		\$50,000		
Local	0.50%	\$25,000		
State	0.50%	\$25,000		
Total Costs		\$1,201,672	<i>Includes PILOT exemption, calculated below.</i>	







Gross Property Tax Per Year \$ 147,412

\$2.34

Year of Exemption	% of Paid Taxes	Net Savings	Municipalities	
			Tax to be Paid	Total
1	20%	\$117,930	\$ 29,482	\$147,412
2	20%	\$117,930	\$ 29,482	\$147,412
3	20%	\$117,930	\$ 29,482	\$147,412
4	30%	\$103,188	\$ 44,224	\$147,412
5	30%	\$103,188	\$ 44,224	\$147,412
6	30%	\$103,188	\$ 44,224	\$147,412
7	50%	\$73,706	\$ 73,706	\$147,412
8	50%	\$73,706	\$ 73,706	\$147,412
9	70%	\$44,224	\$ 103,188	\$147,412
10	80%	\$29,482	\$ 117,930	\$147,412
Total	40%	\$884,472	\$589,648	\$1,474,121

To be paid 100%

Fire District fee  
 \$ 13,303  
 \$ 13,303  
 \$ 13,303  
 \$ 13,303  
 \$ 13,303  
 \$ 13,303  
 \$ 13,303  
 \$ 13,303  
 \$ 13,303  
 \$ 13,303  
 \$ 133,029

ndm  
9/25/21



Project Name: 8250 Park Rd , LLC

Board Meeting Date: October 2, 2025

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

### PROJECT DESCRIPTION:

8250 Park Rd, LLC is renovating the water park hotel next to Target in the town of Batavia.

The company will be renovating the current 196-unit facility into two hotels for a total of 167 units. There will be a 99-unit Holiday Inn hotel and a 68-unit Candlewood Suites hotel, and the existing water park will also be renovated.

The \$8.5 million project proposes creating 15 new full-time equivalent (FTE) positions and retaining 20 FTEs. The improvements are projected to increase the property's assessed value from \$3.5 million to \$9.185 million.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$267,200, a mortgage tax exemption estimated at \$50,000 and a property tax abatement estimated at \$884,472 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Once ramped up, the project is projecting to assist over \$123,704 annually in Bed Tax revenue to the county.

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

**Project details:** The project is planning on retaining 20 FTE's and creating 15 direct FTE with annual salaries of \$30,000 to \$40,000 plus benefits.

### Board Discussion:

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

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

**Project details:** The project will enhance long term tax base with an investment of \$8.5 million in the town of Batavia.

### Board Discussion:

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

3.1

29

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

**Project details:** The project will contribute to a livable community by providing valuable services to support our tourism industry at a gateway location to the city and town of Batavia.

The project constitutes a “retail” project as defined under Section 862 of the New York General Municipal Law (GML) as more than 1/3 of the total costs of the facility will be for services to customers who personally visit the facility. The project is likely to attract a significant number of visitors from outside the region, and therefore the project constitutes a “tourism destination” as defined in GML.

**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.

**Project details:** The Fiscal impacts (discounted value) on Local Benefits totals \$9,994,039 (\$8,190,664 in payroll and \$1,803,375 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

For every \$1 of public benefit the company is investing \$10 into the local economy.

In addition, once ramped up, the project is projecting to assist over \$123,704 annually in Bed Tax revenue to the county.

**Board Discussion:**

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

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

**Project details:** N/A.

**Board Discussion:**

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

**Project details:** The project is planning to begin renovations as soon as possible and be operational by the end of 2026.

**Board Discussion:**

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

max  
9/25/25

**INITIAL RESOLUTION**  
*(8250 Park Rd LLC Project)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, October 2, 2025.

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

Resolution No. 10/2025 - \_\_\_\_\_

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF 8250 PARK RD LLC WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

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

WHEREAS, **8250 PARK RD LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 8.70 acres of real property located at 8250 Park Road 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 a portion of tax parcel No. 8.-1-74) and the existing improvements located thereon, consisting principally of an approximately 125,000 square foot hotel (the "Existing Improvements"); (ii) the renovation, reconstruction, rehabilitation and operation of the Existing Improvements to accommodate approximately 167 hotel rooms and water park, along with upgrades to lobby spaces, event spaces, and related spaces (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"); and

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

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

**SECRETARY CERTIFICATION**  
*(8250 Park Rd LLC Project)*

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on October 2, 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

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9/26/25*

Customer Information			
<b>Potential Customer:</b>	SL Pembroke, LLC	<b>Opportunity Type:</b>	Attraction
<b>Project Street Address:</b>	7962 Tesnow Road	<b>Opportunity Product:</b>	Property Sales & Mortgage
<b>City/Town/Village:</b>	//Pembroke	<b>Type of Project:</b>	Attraction
<b>Project Description:</b>	2025 SL Pembroke LLC Solar 4 MW	<b>New Jobs:</b>	N/A
<b>Total Capital Investment:</b>	\$10,139,094	<b>Retained Jobs:</b>	N/A
<b>Incentive Amount:</b>	\$1,311,904	<b>School District:</b>	Akron
<b>Benefited Amount:</b>	\$10,139,094	<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			
<b>Organization:</b>	GCEDC		
<b>Opportunity Source:</b>	Direct/Personal Contact	<b>Date of Public Hearing:</b>	TBD
<b>Initial Acceptance Date:</b>	TBD	<b>Inducement Date:</b>	TBD
<b>Opportunity Summary:</b>	<p>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).</p> <p>A PILOT on these improvements would 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 greater than the current agricultural-vacant land tax of the project site.</p> <p>The Project would also generate \$2500/MWAC + a 2% annual escalator in host benefit agreement payments to the Town of Pembroke. The project would also fund a community benefit agreement for workforce development and economic development projects in Genesee County.</p>		
<b>Economic Impact:</b>	<p>The 4 MW solar farm would generate \$471,230 in PILOT payments, host payments and real property taxes over the 15-year term, which is greater than the current value of the ag/vacant tax.</p> <p>This calculates a fiscal impact rate of return based on the original property taxes of \$158.96 to 1.</p>		

Project Detail (Total Capital Investment)	
<b>Equipment (non-taxable):</b>	\$7,810,504
<b>Land Cost (Real Estate):</b>	\$620,298
<b>Other Costs:</b>	\$1,708,292
<b>Total Capital Investment:</b>	\$10,139,094
Estimated Benefits Provided	
<b>Sales Tax Exempt:</b>	\$811,128
<b>Mortgage Tax Exempt:</b>	\$101,391
<b>Property Tax Exempt:</b>	\$399,385
<b>Total Estimated Tax Incentives Provided:</b>	\$1,311,904

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Project SL Pembroke, LLC

Capex:	\$ 10,139,094	Savings	
Sales Taxable (est.)	\$ 10,139,094	\$	811,128
Mortgage (est.)	\$ 10,139,094	\$	101,391 1% of 1.25%
Property Tax	below	\$	399,385
Total		\$	1,311,904

Note: Includes Town Host Agreement

	Fixed \$ per MW AC	MW AC	from Assessor Assessed Value Per MW	Assessed Value
Escalator	\$ 4,000	2.0%	\$ 450,000.00	\$ 1,800,000

	Increase In PILOT Payment + Host Divided by Current Property
Fiscal Impact	\$ 471,230
ROI	\$ 158.96

Year of Exemption	tax rate:	\$ 1.86	\$ 9.81	\$ 13.37	\$ 25.04				
	Fixed Payment \$4000 per MW	Town of Pembroke	Genesee County	Akron School	Total Payments	Increase in property taxes due to loss of ag exemption	Total PILOT payments and property taxes to be received	Current property taxes	Total Payments to municipality upon project completion
1	\$ 16,000	\$ 1,188	\$ 6,268	\$ 8,543	\$ 16,000	\$ 1,440	\$ 17,440	\$ 198	\$ 17,638
2	\$ 16,320	\$ 1,212	\$ 6,394	\$ 8,714	\$ 16,320	\$ 1,440	\$ 17,760	\$ 198	\$ 17,958
3	\$ 16,646	\$ 1,237	\$ 6,522	\$ 8,888	\$ 16,646	\$ 1,440	\$ 18,086	\$ 198	\$ 18,284
4	\$ 16,979	\$ 1,261	\$ 6,652	\$ 9,066	\$ 16,979	\$ 1,440	\$ 18,419	\$ 198	\$ 18,617
5	\$ 17,319	\$ 1,286	\$ 6,785	\$ 9,247	\$ 17,319	\$ 1,440	\$ 18,759	\$ 198	\$ 18,957
6	\$ 17,665	\$ 1,312	\$ 6,921	\$ 9,432	\$ 17,665	\$ 1,440	\$ 19,105	\$ 198	\$ 19,303
7	\$ 18,019	\$ 1,338	\$ 7,059	\$ 9,621	\$ 18,019	\$ 1,440	\$ 19,459	\$ 198	\$ 19,656
8	\$ 18,379	\$ 1,365	\$ 7,200	\$ 9,813	\$ 18,379	\$ 1,440	\$ 19,819	\$ 198	\$ 20,017
9	\$ 18,747	\$ 1,393	\$ 7,344	\$ 10,010	\$ 18,747	\$ 1,440	\$ 20,187	\$ 198	\$ 20,384
10	\$ 19,121	\$ 1,420	\$ 7,491	\$ 10,210	\$ 19,121	\$ 1,440	\$ 20,562	\$ 198	\$ 20,759
11	\$ 19,504	\$ 1,449	\$ 7,641	\$ 10,414	\$ 19,504	\$ 1,440	\$ 20,944	\$ 198	\$ 21,142
12	\$ 19,894	\$ 1,478	\$ 7,794	\$ 10,622	\$ 19,894	\$ 1,440	\$ 21,334	\$ 198	\$ 21,532
13	\$ 20,292	\$ 1,507	\$ 7,950	\$ 10,835	\$ 20,292	\$ 1,440	\$ 21,732	\$ 198	\$ 21,930
14	\$ 20,698	\$ 1,537	\$ 8,109	\$ 11,051	\$ 20,698	\$ 1,440	\$ 22,138	\$ 198	\$ 22,335
15	\$ 21,112	\$ 1,568	\$ 8,271	\$ 11,272	\$ 21,112	\$ 1,440	\$ 22,552	\$ 198	\$ 22,749
Total	\$ 276,695	\$ 20,553	\$ 108,402	\$ 147,740	\$ 276,695	\$ 21,601	\$ 298,296	\$ 2,965	\$ 301,260

\* no Pilots on Ad Valerom Taxes

Total tilable acres	22.4	Current ag exemption amount (add from OARS)	\$ 57,510
Solar acres	16.89	County and School Taxes on Ag Exemption	\$ 1,333
Total Ag Exemption	\$ 76,272	Town (only) Taxes on Ag Exemption	\$ 107
% solar vs total ag land	75%	Total taxes due based on the elimination of Ag Exemption	\$ 1,440

The value of Ag Exemption elimination due to permanent conversion of farm land  
Town Tax Rate \$ 1.86

Current Property Taxes on Property \$ 198  
262.11

1.250% GCEDC fee	\$ 126,739
Workforce Community Benefit	\$ 25,000
Subtotal	\$ 151,739
GCEDC Legal	td
Total Fee	\$ 151,739

note: base land tax will remain the same and paid outside the PILOT

Property Taxes at 100% assessed value (assessor)	\$ 45,072
Term	\$ 15
Total PILOT	\$ 676,080
Savings	\$ 399,385

Net Savings \$ 1,160,165

Fixed \$ per MW AC	MW AC
\$ 2,500	\$ 4.0
Escalator	2.0%

Town Host Payment	Escalator
Year of Exemption	Fixed Payment \$2500 per MW
1	\$ 10,000
2	\$ 10,200
3	\$ 10,404
4	\$ 10,612
5	\$ 10,824
6	\$ 11,041
7	\$ 11,262
8	\$ 11,487
9	\$ 11,717
10	\$ 11,951
11	\$ 12,190
12	\$ 12,434
13	\$ 12,682
14	\$ 12,936
15	\$ 13,195
Total	\$ 172,934

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Project Name: SL Pembroke, LLC

Board Meeting Date: October 2, 2025

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

### PROJECT DESCRIPTION:

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 would 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 greater than the current agricultural-vacant land tax of the project site.

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

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

**Project details:** N/A

**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 would enhance long term tax base with a planned new community solar farm and \$10,139,094 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$4,000/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 4 MW solar farm would generate \$276,695 in PILOT payments over the 15-year term which is greater than current value of the land tax.

**Board Discussion:**

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

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

**Project details:** Genesee County is presently overserved with solar energy generation projects. The Genesee County Legislature (Resolution No. 383 of 2025) identifies that over 8,400 acres in Genesee is under construction or proposed for large-scale solar development. This is significantly more than other counties within New York State. This large amount of solar could make it more difficult for our local farmers to maintain their businesses.

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**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 4 MW solar farm would generate \$471,230 in PILOT payments, host payments and real property taxes over the 15-year term, which is far greater than the current value of the land tax. This calculates a fiscal impact rate of return based on the original property taxes of \$158.96 to 1.

**Project details:** This project would generate \$158.96 of property tax-type payments for every \$1 of property taxes under the land's current use.

**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:** Solar projects are not a strategic industry for the agency. The Genesee County Legislature (Resolution No. 383 of 2025) has identified the "cumulative conversion" of farmland to solar generation as contradicting the County's agricultural processing capacity for Agri-Business and Food Processing, a strategic industry. The increase in solar projects could have a negative impact on agribusiness and agricultural production, which is Genesee County's number one industry.

**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 2025 and be operational within 12 months.

**Board Discussion:**

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

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**INITIAL RESOLUTION**  
*(SL Pembroke, LLC Project)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, July 10, 2025.

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

Resolution No. 07/2025 - \_\_\_\_\_

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 (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, **SL PEMBROKE, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 16.892 acres of real property located at 7962 Tesnow Road, Genesee County, New York and all other lands in the Town of Pembroke 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 a portion of tax parcel No. 8.-1-43.11, as may be subdivided); (ii) the planning, design, construction and operation of a 4MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (iii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents, (iv) take a leasehold interest in the Land, the 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>
Paul Battaglia	[ ]	[ ]	[ ]	[ ]
Peter Zeliff	[ ]	[ ]	[ ]	[ ]
Craig Yunker	[ ]	[ ]	[ ]	[ ]
Matthew Gray	[ ]	[ ]	[ ]	[ ]
Marianne Clattenburg	[ ]	[ ]	[ ]	[ ]
Kathleen Manne	[ ]	[ ]	[ ]	[ ]
Chandy Kemp	[ ]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

**CERTIFICATION**  
*(SL Pembroke, LLC Project)*

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on July 10, 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

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<b>Customer Information</b>			
<b>Potential Customer:</b>	SL Pembroke 2, LLC	<b>Opportunity Type:</b>	Attraction
<b>Project Street Address:</b>	7966 Tesnow Road	<b>Opportunity Product:</b>	Property Sales & Mortgage
<b>City/Town/Village:</b>	//Pembroke	<b>Type of Project:</b>	Attraction
<b>Project Description:</b>	2025 SL Pembroke 2, LLC Solar 5 MW	<b>New Jobs:</b>	N/A
<b>Total Capital Investment:</b>	\$11,809,831	<b>Retained Jobs:</b>	N/A
<b>Incentive Amount:</b>	\$1,562,116	<b>School District:</b>	Akron
<b>Benefited Amount:</b>	\$11,809,831	<b>PILOT Applicable:</b>	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

<b>Project Information</b>			
<b>Organization:</b>	GCEDC		
<b>Opportunity Source:</b>	Direct/Personal Contact	<b>Date of Public Hearing:</b>	TBD
<b>Initial Acceptance Date:</b>	TBD	<b>Inducement Date:</b>	TBD

**Opportunity Summary:** 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 would 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 greater than the current agricultural-vacant land tax of the project site.

The Project would also generate \$2,500/MWAC + a 2% annual escalator in host benefit agreement payments to the Town of Pembroke. The project would also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

**Economic Impact:** The 5 MW solar farm would generate \$586,681 in PILOT payments, host payments and real property taxes over the 15-year term, which is greater than the current value of the ag/vacant tax.

This calculates a fiscal impact rate of return based on the original property taxes of \$173.45 to 1.

<b>Project Detail (Total Capital Investment)</b>	
<b>Equipment (non-taxable):</b>	\$9,848,222
<b>Land Cost (Real Estate):</b>	\$696,775
<b>Other Costs:</b>	\$1,264,834
<b>Total Capital Investment:</b>	\$11,809,831
<b>Estimated Benefits Provided</b>	
<b>Sales Tax Exempt:</b>	\$944,786
<b>Mortgage Tax Exempt:</b>	\$118,098
<b>Property Tax Exempt:</b>	\$499,232
<b>Total Estimated Tax Incentives Provided:</b>	\$1,562,116

7/1/15



Project: SL Pembroke 2, LLC

Capex	\$ 11,809,831	Savings	
Sales Taxable (est.)	\$ 11,809,831		\$ 944,786
Mortgage (est.)	\$ 11,809,831		\$ 118,098 1% of 1.25%
Property Tax	below		\$ 499,232
<b>Total</b>			<b>\$ 1,562,116</b>

Note: Includes Town Host Agreement

	Fixed \$ per MW AC	MW AC	from Assessor Assessed Value Per MW	Assessed Value
Escalator	\$ 4,000	5.0	\$ 450,000.00	\$ 2,250,000
	2.0%			

	Increase In PILOT Payment + Host Divided by Current Property
Fiscal Impact	\$ 586,681
ROI	\$ 173.45

Year of Exemption	tax rate:	\$ 1.86	\$ 9.81	\$ 13.37	\$ 25.04					
	Fixed Payment \$4000 per MW	Town of Pembroke	Genesee County	Akron School	Total Payments	Increase in property taxes due to loss of ag exemption	Total PILOT payments and property taxes to be received	Current property taxes	Total Payments to municipality upon project completion	
1	\$ 20,000	\$ 1,486	\$ 7,835	\$ 10,679	\$ 20,000	\$ 1,643	\$ 21,643	\$ 225	\$ 21,868	
2	\$ 20,400	\$ 1,515	\$ 7,992	\$ 10,892	\$ 20,400	\$ 1,643	\$ 22,043	\$ 225	\$ 22,268	
3	\$ 20,808	\$ 1,546	\$ 8,152	\$ 11,110	\$ 20,808	\$ 1,643	\$ 22,451	\$ 225	\$ 22,676	
4	\$ 21,224	\$ 1,577	\$ 8,315	\$ 11,333	\$ 21,224	\$ 1,643	\$ 22,867	\$ 225	\$ 23,093	
5	\$ 21,649	\$ 1,608	\$ 8,481	\$ 11,559	\$ 21,649	\$ 1,643	\$ 23,292	\$ 225	\$ 23,517	
6	\$ 22,082	\$ 1,640	\$ 8,651	\$ 11,790	\$ 22,082	\$ 1,643	\$ 23,725	\$ 225	\$ 23,950	
7	\$ 22,523	\$ 1,673	\$ 8,824	\$ 12,026	\$ 22,523	\$ 1,643	\$ 24,166	\$ 225	\$ 24,392	
8	\$ 22,974	\$ 1,707	\$ 9,000	\$ 12,267	\$ 22,974	\$ 1,643	\$ 24,617	\$ 225	\$ 24,842	
9	\$ 23,433	\$ 1,741	\$ 9,180	\$ 12,512	\$ 23,433	\$ 1,643	\$ 25,076	\$ 225	\$ 25,302	
10	\$ 23,902	\$ 1,775	\$ 9,364	\$ 12,762	\$ 23,902	\$ 1,643	\$ 25,545	\$ 225	\$ 25,770	
11	\$ 24,380	\$ 1,811	\$ 9,551	\$ 13,018	\$ 24,380	\$ 1,643	\$ 26,023	\$ 225	\$ 26,248	
12	\$ 24,867	\$ 1,847	\$ 9,742	\$ 13,278	\$ 24,867	\$ 1,643	\$ 26,510	\$ 225	\$ 26,736	
13	\$ 25,365	\$ 1,884	\$ 9,937	\$ 13,543	\$ 25,365	\$ 1,643	\$ 27,008	\$ 225	\$ 27,233	
14	\$ 25,872	\$ 1,922	\$ 10,136	\$ 13,814	\$ 25,872	\$ 1,643	\$ 27,515	\$ 225	\$ 27,741	
15	\$ 26,390	\$ 1,960	\$ 10,339	\$ 14,091	\$ 26,390	\$ 1,643	\$ 28,033	\$ 225	\$ 28,258	
<b>Total</b>	<b>\$ 345,868</b>	<b>\$ 25,691</b>	<b>\$ 135,502</b>	<b>\$ 184,675</b>	<b>\$ 345,868</b>	<b>\$ 24,645</b>	<b>\$ 370,513</b>	<b>\$ 3,382</b>	<b>\$ 373,895</b>	

\* no Pilots on Ad Valerom Taxes

The value of Ag Exemption elimination due to permanent conversion of farm land	
Town Tax Rate	\$ 1.86
Total tilable acres	25.9
Solar acres	19.27
Total Ag Exemption	\$ 88,189
% solar vs total ag land	74%
Current ag exemption amount (add from OARS)	\$ 65,614
County and School Taxes on Ag Exemption	\$ 1,521
Town (only) Taxes on Ag Exemption	\$ 122
Total taxes due based on the elimination of Ag Exemption	\$ 1,643
Current Property Taxes on Property	\$ 225
	303.08

1.250%	GCEDC fee	\$ 147,623
	Workforce Community Benefit	\$ 25,000
	Subtotal	\$ 172,623
	GCEDC Legal	tbd
	Total Fee	\$ 172,623

note: base land tax will remain the same and paid outside the PILOT

Property Taxes at 100% assessed value (assessor)	\$ 56,340
Term	\$ 15
Total PILOT	\$ 845,100
Savings	\$ 499,232

Net Savings \$ 1,389,494

Fixed \$ per MW AC	MW AC
\$ 2,500	5.0
Escalator	2.0%

Town Host Payment	Escalator
Year of Exemption	Fixed Payment \$2500 per MW
1	\$ 12,500
2	\$ 12,750
3	\$ 13,005
4	\$ 13,265
5	\$ 13,530
6	\$ 13,801
7	\$ 14,077
8	\$ 14,359
9	\$ 14,646
10	\$ 14,939
11	\$ 15,237
12	\$ 15,542
13	\$ 15,853
14	\$ 16,170
15	\$ 16,493
<b>Total</b>	<b>\$ 216,168</b>

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**Project Name:** SL Pembroke 2, LLC

**Board Meeting Date:** October 2, 2025

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

**PROJECT DESCRIPTION:**

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 would 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 greater than the current agricultural-vacant land tax of the project site.

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

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

**Project details:** N/A

**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 would enhance long term tax base with a planned new community solar farm and \$11,809,831 in capital investment. A fixed 15-year pilot with a 2% annual escalator priced at \$4,000/MWAC is proposed which is above the top end of the NYSERDA recommended range for projects located in National Grid territory in Western NY. The 5 MW solar farm would generate \$345,868 in PILOT payments over the 15-year term which is greater than current value of the land tax.

**Board Discussion:**

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

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

**Project details:** Genesee County is presently overserved with solar energy generation projects. The Genesee County Legislature (Resolution No. 383 of 2025) identifies that over 8,400 acres in Genesee is under construction or proposed for large-scale solar development. This is significantly more than other counties within New York State. This large amount of solar could make it more difficult for our local farmers to maintain their businesses.

**Board Discussion:**

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**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 5 MW solar farm would generate \$586,681 in PILOT payments, host payments and real property taxes over the 15-year term, which is greater than the current value of land tax. This calculates a fiscal impact rate of return based on the original property taxes of \$173.45 to 1.

**Project details:** This project would generate \$173.45 of property tax-type payments for every \$1 of property taxes under the land's current use.

**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:** Solar projects are not a strategic industry for the agency. The Genesee County Legislature (Resolution No. 383 of 2025) has identified the "cumulative conversion" of farmland to solar generation as contradicting the County's agricultural processing capacity for Agri-Business and Food Processing, a strategic industry. The increase in solar projects could have a negative impact on agribusiness and agricultural production which is Genesee County's number one industry.

**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 2025 and be operational within 12 months.

**Board Discussion:**

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

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**INITIAL RESOLUTION**  
*(SL Pembroke 2, LLC Project)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, July 10, 2025.

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

Resolution No. 07/2025 - \_\_\_\_\_

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 (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, **SL PEMBROKE 2, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 19.271 acres of real property located at 7966 Tesnow Road, Genesee County, New York and all other lands in the Town of Pembroke 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 a portion of tax parcel No. 8.-1-43.12, as may be subdivided); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

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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>	
Paul Battaglia	[	]	[	]	[	]	[	]
Peter Zeliff	[	]	[	]	[	]	[	]
Craig Yunker	[	]	[	]	[	]	[	]
Matthew Gray	[	]	[	]	[	]	[	]
Marianne Clattenburg	[	]	[	]	[	]	[	]
Kathleen Manne	[	]	[	]	[	]	[	]
Chandy Kemp	[	]	[	]	[	]	[	]

The Resolutions were thereupon duly adopted.

**CERTIFICATION**  
*(SL Pembroke 2, LLC Project)*

STATE OF NEW YORK  
COUNTY OF GENESEE

)  
) ss.:

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on July 10, 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

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Mark Masse  
**GCEDC Board Meeting**  
**October 3, 2025**

**Local Labor Waiver Request – Countryside Apartments, LLC**

Countryside Apartments, LLC is constructing their market rate apartment project in the Town of Pembroke. 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.

September 25<sup>th</sup>, 2025

Mark Masse  
President & CEO  
Genesee County Economic Development Center  
99 Medtech Drive  
Batavia, NY 14020

**Project: Countryside Apartments, LLC– Requests for Verified Exemptions  
Price Point Differential: Drywall**

Carrigan Drywall Inc., based out of Lockport (Niagara County), performed the drywall installation at the Countryside Apartments LLC project located at 8900 Allegany Road in the town of Corfu. P.A.T. Construction Management group reached out to other local contractors, but ultimately Carrigan was the best price as the cost was significantly lower. Carrigan is based within the local labor area and in Niagara County. At the time of signing with them, Carrigan was committed to using local labor on the project. However, due to scheduling issues and delays, by the time Carrigan was ready to start, their local workforce was unavailable. Carrigan was forced to sub the work to another contractor who provided NYS residents; however, they were from outside the defined local area. This came as a surprise to the developer as it had an adverse effect on their local labor percentage. Approval of this waiver would guarantee the project finished well above the 90% required local labor threshold.

Loewke Brill considers this waiver request to be valid and recommends the waiver to be processed.

Sincerely,

Kevin E Loewke  
IDA Services Manager  
(585) 469-0954  
[kevin@loewkebrill.com](mailto:kevin@loewkebrill.com)

Jim Loewke  
CEO  
(585) 370-5130  
[jim@loewkebrill.com](mailto:jim@loewkebrill.com)



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**Countryside Apartments, LLC  
P.O. Box 525  
Clarence, New York 14031**

August 20, 2025

Christopher J. Suozzi, Exec. Vice President  
Genesee County Industrial Development Agency  
d/b/a Genesee County Economic Development Center  
99 MedTech Drive, Suite 106  
Batavia, New York 14020

**Re:** Request For Local Labor Verified Exemption Request  
Countryside Apartments, LLC  
8900 Alleghany Road, Town of Pembroke, Genesee County, NY ("Project")

Dear Mr. Suozzi,

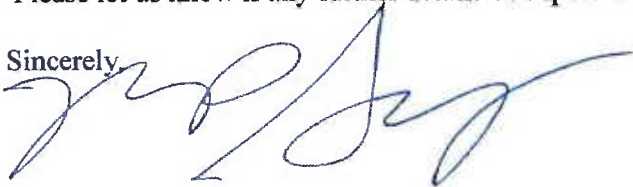
Please find attached for your consideration local labor verified exemption request regarding the drywall contractor selection for the **Countryside Apartments** project.

During the bidding process, we received proposals from multiple contractors. We have attached the corresponding bid back-up documentation for each contractor. The bid submitted by **Gypsum Systems** totaled \$513,535, while the proposal from **Melco Construction** came in at \$463,234. In comparison, **Carrigan Drywall** submitted a qualified bid in the amount of \$250,100.

Due to the significant difference in cost, the contract was awarded to Carrigan Drywall.

Please let us know if any further details or explanation is needed.

Sincerely,



**Michael P. Schmidt**, Member  
Countryside Apartments, LLC



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: Michael P. Schmidt
CONTACT: Michael P. Schmidt
PHONE (CELL): 716-807-2300 EMAIL: MPSchmidt1234@gmail.com
NAME OF CONTRACTOR SEEKING EXEMPTION: Carrigan Drywall, Inc.

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 [Signature] Date: 8/20/2025

Amount of Contract Needing Verified Exemption: \$ 250,100.00

Number of Workers Needing Verified Exemption(s):

Send Completed Form and Attachments to our auditors:

Kevin Loewke - Kevin@LoewkeBrill.com - Jim Loewke - Jim@LoewkeBrill.com
Joe Spinelli - Joe@LoewkeBrill.com

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

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**BID PROPOSAL**  
**PROPOSAL GOOD FOR 15 DAYS**

640 POUND ROAD, P.O. BOX 449  
ELMA, N.Y. 14059  
PH: 716-652-5700 Ext: 219  
DIRECT: 716-857-1279  
EMAIL: kcortivo@gypsumsys.com

*Gypsum Systems is pleased to present the following bid proposal.*

Date: 5/7/2024  
To:  
Attn:

Project: Countryside Apartments  
Location: 8900 Allegany RD Pembroke, NY 14036  
Architect: Daryl Martin  
Drawings: 3/1/2024  
Addenda:

\*\*\*\*\*

**MATERIALS; LABOR; INSURANCE; EQUIPMENT; CAPITAL IMPROVEMENT; OPEN SHOP;**

**NOTICE: Proposal is based on current prices. Final pricing will need to be confirmed prior to P.O. or Contract agreement.**

**Price valid for 15 days.**

**Gypsum Wall Assemblies: \$513,535.00**

- 1/2" 25GA Resilience Channel.
- 5/8" X gypsum wall board, 5/8" C at rated floor assembly.
- 5/8" MR wall board at wet locations, Durock at Tile locations.
- Tape and finish all exposed gypsum board to level 4 finish.
- Batt insulation per partition schedule.
- Fry Reglet Trim.

**Doors INSTALL ONLY: \$40,035.00**

- Install HM frame, doors, and hardware.
- Install pre-hung frames, doors, and hardware.
- Install Bi-fold frames, doors, and hardware.

**Finish Carpentry INSTALL ONLY: \$96,440.00**

- Install base molding.
- Install casing at doors and big window.
- Install vanities.
- Install Kitchen Millwork.
- Install Chair Rail.
- Install windowsill.

Note: Excludes any Knockdown finish on walls or ceilings.

Note: Excludes all outside railings and trim.

**Alternate 1 Garage Build Out: \$12,605.00**

- 5/8" X gypsum wall board
- Tape and finish all exposed gypsum board to level 4 finish.

**Sales Tax: \$12,465.00**

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**EXCLUSIONS:**

POWER; WATER; DUMPSTERS; TEMPORARY HEAT OR PROTECTION;  
MWBE PARTICIPATION; DEMOLITION; PUTTY PACKS; SHEAR WALLS; PAINTING;  
WOOD OF ANY KIND UNO; FIRESTOPPING/CAULKING at MEP PENETRATIONS;  
PREVAILING, DAVIS BACON, or HUD WAGE RATE REQUIREMENTS; DEMOBILIZATION;  
OVERTIME; ANYTHING NOT EXPLICITLY LISTED ABOVE; BONDING; PERMITS;

\*\*\*\*\*

**BID AMOUNT:**

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT.

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Melco Construction Services, Inc.  
3100 Commerce Pkwy.  
Lancaster, NY 14086  
(716) 332-4069  
(716) 332-4072 (Fax)



## ESTIMATE

Submitted to: P.A.T. Construction Management  
Attention: Phil Casilio  
Project: Countryside Apartments

From: Chris Andrews  
Bid: #6542  
Date: 4/3/2024

### LABOR, MATERIAL, & EQUIPMENT FOR THE FOLLOWING BASE BID WORK:

- The price in this bid is for one building per the drawings. No work is figured for the garages as there was none found for our scope.
- Install ½" RC channel at the walls and ceiling locations and spacings as directed by the drawings.
- Install gypsum board on the walls and ceilings as drawn, finish the exposed gypsum board to a level 4 finish sanded ready for primer/paint. Install MR board at moisture locations and in the mechanical closets.
- Provide dumpsters for Melco Construction's debris removal. All other trades are responsible for their own provision of dumpsters per the scope of work.
- This bid is figured at open shop wages and includes sales tax on materials for a capital improvement. If a capital improvement certificate is not provided with a P.O. or this is not a capital improvement, then tax will be charged to the labor and added to the base bid amount.
- T&M hourly rates are 82.50 per each employee plus the cost of materials including a markup of 15%.
- Materials must ship within \*\*\*\*30 days\*\*\*\* from the date of this estimate. After 30 days, increases in material pricing will need to be added to the price of this quote. Except for lumber pricing. Lumber pricing is current pricing only and must be updated before any order is placed.

### ALTERNATES TO THE BASE BID:

1. Receive, stage, & install customer provided interior door frames, doors, and hardware. Add +\$65,724.00 to the base bid amount.
2. Receive, stage, & install customer provided millwork consisting of cabinet units, P-lam countertops, wood or MDF window and door casing, wood or MDF floor base, and closet wire shelving. Add +\$106,731.00 to the base bid amount.
3. If this project is sales tax exempt then deduct -\$12,264.00 from the base bid amount.

### EXCLUSIONS:

**Specifically excluded from this bid is the provision of temporary electrical power, weather enclosure, or heat source of any kind.** Also Excluded from this bid is any other wall work other than noted, all structural iron work, masonry, mechanicals, electrical, mill work, paint/priming, roofing, flooring, permits unless otherwise noted, and any other work that is not mentioned by the above scope, all by others.

The labor and/or materials specified above shall be furnished or performed to the reasonable satisfaction of the Owner or the Owners Architect (if any) in accordance with all applicable state and local laws, codes or regulations to the Plans and Specifications. The pricing for this bid is subject to change 30 days from the above listed date. Any changes to the above scope of work will result in a written change order with additional costs to the company, organization, or person who is titled on this bid or contract, no additional work will be acted upon by Melco construction with out written authorization from the responsible party or their authorized representative.

**BASE BID PRICE:** The agreed upon price for the work listed above is, \$463,234.00

Melco Construction Services, Inc. may stop work or terminate this contract if Owner fails to pay Melco for any work when due under this contract. Owner must then pay for all work completed.

**CHANGES:** There are to be no oral changes. All alterations/changes must be made in a written agreement between Melco and the owner of the project.

**OWNERSHIP INTEREST:** Melco shall continue to own all materials delivered to the address or job name listed above until paid for by the Owner.

**PERMITS:** If any permits are obtained by Melco, Owner shall reimburse Melco for any costs.

**TERMS:** Owner shall pay all sums when due hereunder or as invoiced. All sums unpaid when due shall be subject to a finance charge of two percent (2%) per month or twenty four percent (24%) per year. In the event any amounts due hereunder are referred to an attorney for collection, recovery or legal action, owner shall pay an additional amount equal to twenty four (24%) of the outstanding balance due at the time of referral. Melco reserves the right to file a mechanics lien pursuant to Lien Law of the State of New York, if necessary, in addition to other remedies.

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

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## Victor Powell

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**From:** Wendi Carrigan <wendilea@hotmail.com>  
**Sent:** Monday, May 6, 2024 10:18 AM  
**To:** Phil Casilio  
**Subject:** Re: Countryside Apartments

Good Morning Phil,

Based on the Plans and specs you sent via this email and todays current supplier pricing, we offer the following preliminary Drywall Estimate:

Based on drywall installation and finishing for:

One Building and 2 - 6 bay garages utilizing RC-1 Channel

Specifications:

First floor hallway ceiling boarded and taped before Mechanicals installation

Smoke Walls done after roof shingles complete

Smoke Walls in Attic: 5/8" one side of Truss and taped

Any changes or enhancements to the attached plans and unknown future supplier pricing increases may affect the estimate. Jeff will likely remeasure the project prior to start to ensure pricing accuracy for all parties.

Estimate: \$298,500 plus additional Metal Soffit Framing as outlined below:

Due to lack of specific Soffit detail, the additional Metal Soffit Framing will be charged at \$11.00 per lineal foot.

We appreciate the opportunity to bid. Should you have any questions, please feel free to contact Jeff at 716-583-3209.

Best Regards,  
Wendi Carrigan  
CARRIGAN DRYWALL INC

**Victor Powell**

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**From:** Wendi Carrigan <wendilea@hotmail.com>  
**Sent:** Tuesday, May 28, 2024 7:36 AM  
**To:** Phil Casilio  
**Subject:** Re: Countryside Apartments

Good Morning Phil.

The revision you requested by removing the garages from the Estimate is to reduce the overall total by \$15,000.

We look forward to hearing from you.

Best Regards,

Wendi Carrigan  
CARRIGAN DRYWALL INC

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**From:** Phil Casilio <philc@casilioco.com>  
**Sent:** Thursday, May 23, 2024 9:55 AM  
**To:** Wendi Carrigan <wendilea@hotmail.com>  
**Subject:** RE: Countryside Apartments

Hi Wendi, please revise your pricing omitted the work at the garages.

Thanks,



**Philip Casilio, Estimating**  
Design Consultant  
p: 716.633.9933 f: 716.633.9937  
a: 2457 Wehrle Drive Williamsville NY  
w: [casilioco.com](http://casilioco.com) e: [philc@casilioco.com](mailto:philc@casilioco.com)

[CLICK HERE to Register for our Contractor Portal!](#)

**From:** Wendi Carrigan <wendilea@hotmail.com>  
**Sent:** Tuesday, May 7, 2024 9:45 AM  
**To:** Phil Casilio <philc@casilioco.com>  
**Subject:** Re: Countryside Apartments

Enjoy your day!

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**From:** Phil Casilio <philc@casilioco.com>  
**Sent:** Tuesday, May 7, 2024 8:10 AM

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**§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete**

**§ 3.4.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date:

**§ 3.4.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

<b>Portion of Work Under Contract</b>	<b>Date to be substantially complete</b>
	April, 2025

**§ 3.4.3** If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)*

**§ 4.2 Stipulated Sum**

**§ 4.2.1** The Contract Sum shall be Two Hundred Fifty Thousand One Hundred Dollars and Zero Cents (\$250,100.00), subject to additions and deductions as provided in the Contract Documents.

Does not include sales tax of \$8,100.00

**Genesee County Industrial Development Agency Sales Tax Exempt. Payments may be jeopardized, withheld, or delayed if the mandatory reporting requirement(s) are not completed and returned as per Contract.**

**§ 4.2.2 Alternates**

**§ 4.2.2.1** Alternates, if any, included in the Contract Sum:

Item	Price
	\$

**§ 4.2.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement via a fully executed change order directive.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

*(Row deleted)*

**§ 4.2.3 Allowances, if any, included in the Contract Sum:**

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User Notes:

(911580010)

init.

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**Genesee County Economic Development Center  
Dashboard - August 2025  
Balance Sheet - Accrual Basis**

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	<u>8/31/25</u>	<u>7/31/25</u>	[Per Audit] <u>12/31/24</u>
<b>ASSETS:</b>			
Cash - Unrestricted (1)	\$ 15,796,172	\$ 15,678,553	\$ 11,476,689
Cash - Restricted (A) (2)	29,559,759	31,697,119	44,694,211
Cash - Reserved (B) (3)	<u>4,096,657</u>	<u>4,246,628</u>	<u>5,317,168</u>
Cash - Subtotal	49,452,588	51,622,300	61,488,068
Grants Receivable (4)	559,487	557,317	169,266
Accounts Receivable - Current (5)	440,268	408,321	387,753
Interest Receivable	37,659	143,788	70,521
Deposits (6)	148,593	311,820	218,152
Prepaid Expense(s) (7)	35,912	43,816	38,286
Loans Receivable - Current	<u>61,145</u>	<u>62,105</u>	<u>62,739</u>
<b>Total Current Assets</b>	<u>50,735,652</u>	<u>53,149,467</u>	<u>62,434,785</u>
Land Held for Dev. & Resale (8)	41,781,617	39,472,102	28,685,435
Furniture, Fixtures & Equipment	<u>71,257</u>	<u>71,257</u>	<u>71,257</u>
Total Property, Plant & Equip.	41,852,874	39,543,359	28,756,692
Less Accumulated Depreciation	<u>(70,930)</u>	<u>(70,876)</u>	<u>(70,493)</u>
<b>Net Property, Plant &amp; Equip.</b>	<u>41,781,944</u>	<u>39,472,483</u>	<u>28,686,199</u>
Accounts Receivable- Noncurrent (9)	4,150,000	4,150,000	4,150,000
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	71,822	76,212	113,896
Right to Use Assets, Net of Accumulated Amortization	<u>5,605</u>	<u>5,605</u>	<u>5,605</u>
<b>Other Assets</b>	<u>4,227,427</u>	<u>4,231,817</u>	<u>4,269,501</u>
<b>TOTAL ASSETS</b>	<u>96,745,023</u>	<u>96,853,767</u>	<u>95,390,485</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (15)	<u>374,100</u>	<u>374,100</u>	<u>374,100</u>
<b>Deferred Outflows of Resources</b>	<u>374,100</u>	<u>374,100</u>	<u>374,100</u>
<b>LIABILITIES:</b>			
Accounts Payable (10)	115,954	243,483	3,710,216
Loan Payable - Genesee County - Current (11)	335,000	335,000	325,000
Accrued Expenses	56,792	42,225	32,116
Lease Payable	5,604	5,604	5,604
Customer Deposits (12)	44,187	52,525	68,387
Unearned Revenue (13)	<u>28,336,957</u>	<u>30,346,129</u>	<u>40,179,526</u>
<b>Total Current Liabilities</b>	<u>28,894,494</u>	<u>31,024,966</u>	<u>44,320,849</u>
Loans Payable - ESD (14)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (11)	1,850,000	1,850,000	2,185,000
Net Pension Liability (15)	<u>356,081</u>	<u>356,081</u>	<u>356,081</u>
<b>Total Noncurrent Liabilities</b>	<u>7,402,568</u>	<u>7,402,568</u>	<u>7,737,568</u>
<b>TOTAL LIABILITIES</b>	<u>36,297,062</u>	<u>38,427,534</u>	<u>52,058,417</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (15)	<u>194,200</u>	<u>194,200</u>	<u>194,200</u>
<b>Deferred Inflows of Resources</b>	<u>194,200</u>	<u>194,200</u>	<u>194,200</u>
<b>NET ASSETS</b>	<u>\$ 60,627,861</u>	<u>\$ 58,606,133</u>	<u>\$ 43,511,968</u>

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**Significant Events:**

1. Unrestricted Cash YTD - Includes significant project origination fees received in April (Excelsior Energy).
  2. Restricted Cash YTD - Includes cash deposited by ESD into imprest accounts related to the \$8M, \$33M and \$56M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD.
  3. Reserved Cash YTD - Funds have been internally reserved as matching funds related to the FAST NY grant supporting STAMP development.
  4. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park; In 2024 EDC funds were used to remit timely payments for STAMP related expenses and were reimbursed by ESD \$8M and the ESD \$33M grant funds in 2025.
  5. Accounts Receivable - Current - Includes the GGLDC Economic Development Grant and MTC Management fee, Project Origination Fee installments due within 12 months of the balance sheet date (Hecate Solar \$275K & GE Bergen \$100K), misc.
  6. Deposits - Includes deposit paid to NY Power Authority, which will be reduced as expenses are recognized.
  7. Prepaid Expense(s) - Workers compensation, cyber, D&O, life, umbrella, NYS disability, general liability insurance, misc.
  8. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
  9. Accounts Receivable - Noncurrent - Termed out project origination fees from GE Bergen and Hecate Solar that will not be collected within 12 months from the Balance Sheet date.
  10. Accounts Payable - Interest earned on grant funds that will be remitted to ESD, e3communications etc.
  11. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
  12. Customer Deposits - Funds received from projects that are subject to the Local Labor Policy and responsible for covering expenses related to the required reporting; Funds received from data center projects to cover expenses related to review of their applications.
  13. Unearned Revenue - Genesee County contributions and interest received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
  14. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
  15. Deferred Pension Outflows / Deferred Pension Inflows / Net Pension Liability - Accounts related to implementation of GASB 68.
- (A) Restricted Cash = Customer Deposits, BP2 Funds, GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance, Batavia Home Funds.  
(B) Reserved Cash = FAST NY Grant Matching Funds, Workforce Dev Funds, CBA Funds.

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**Genesee County Economic Development Center  
Dashboard - August 2025  
Profit & Loss - Accrual Basis**

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	YTD				2025	2025
	8/31/25	8/31/24	2025	2024	Board Appr. Budget	YTD % of Budget
<b><u>Operating Revenues:</u></b>						
Genesee County	\$ 19,459	\$ 19,459	\$ 155,673	\$ 155,673	\$ 233,513	67%
Genesee County - WFD	2,083	2,083	16,665	16,665	25,000	67%
Fees - Projects (1)	59,213	54,750	4,859,435	569,466	493,000	986%
Fees - Services	7,309	7,347	58,473	58,777	87,713	67%
Interest Income on Loans	157	127	1,379	1,124	1,036	133%
<b>Rent</b>	<b>1,500</b>	<b>1,500</b>	<b>21,954</b>	<b>10,229</b>	<b>22,123</b>	<b>99%</b>
Common Area Fees - Parks	-	-	2,814	803	824	342%
Grants (2)	2,011,340	257,289	12,876,586	1,112,224	51,578,018	25%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	200,000	200,000	300,000	67%
BP <sup>2</sup> Revenue	-	5,799	7,374	11,431	31,177	24%
Other Revenue (3)	8,338	1,293	203,130	7,055	62,662	324%
<b>Total Operating Revenues</b>	<b>2,134,399</b>	<b>374,647</b>	<b>18,403,483</b>	<b>2,143,447</b>	<b>52,835,066</b>	<b>35%</b>
<b><u>Operating Expenses</u></b>						
General & Admin	118,342	160,319	960,633	1,642,740	1,681,035	57%
Professional Services (4)	18,043	17,330	193,159	79,285	219,362	88%
Site Maintenance/Repairs	1,550	770	16,173	24,693	45,500	36%
Property Taxes/Special District Fees	-	-	3,873	4,186	4,470	87%
BP <sup>2</sup> Expense	-	-	-	-	-	N/A
PIF Expense	-	-	71,284	63,017	199,465	36%
Grant Expense - Batavia Home Fund	-	-	10,000	2,750	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense (5)	49,682	100	545,601	160,480	39,072,817	1.4%
Cost of Land Sales	-	-	-	-	-	N/A
Lease Expense	-	-	-	-	-	-
Real Estate Development (6)	2,309,515	254,545	13,096,181	564,417	16,827,683	78%
Balance Sheet Absorption	(2,309,515)	(254,545)	(13,096,181)	(564,417)	-	N/A
<b>Total Operating Expenses</b>	<b>187,617</b>	<b>178,519</b>	<b>1,800,723</b>	<b>1,977,151</b>	<b>58,050,332</b>	<b>3%</b>
<b>Operating Revenue (Expense)</b>	<b>1,946,782</b>	<b>196,128</b>	<b>16,602,760</b>	<b>166,296</b>	<b>(5,215,266)</b>	
<b><u>Non-Operating Revenue</u></b>						
Other Interest Income	74,946	41,559	513,133	357,380	173,000	297%
<b>Total Non-Operating Revenue</b>	<b>74,946</b>	<b>41,559</b>	<b>513,133</b>	<b>357,380</b>	<b>173,000</b>	<b>297%</b>
<b>Change in Net Assets</b>	<b>2,021,728</b>	<b>237,687</b>	<b>17,115,893</b>	<b>523,676</b>	<b>\$ (5,042,266)</b>	
<b>Net Assets - Beginning</b>	<b>58,606,133</b>	<b>28,393,426</b>	<b>43,511,968</b>	<b>28,107,437</b>		
<b>Net Assets - Ending</b>	<b>\$ 60,627,861</b>	<b>\$ 28,631,113</b>	<b>\$ 60,627,861</b>	<b>\$ 28,631,113</b>		

**Significant Events:**

1. Fees Projects - AppleTree Acres, LLC & Ivy Village; YTD Project origination fees include Graham, Leatherleaf Solar, Excelsior Energy, Rochester Davis-Fetch, 202 Oak Street, FFP NY LeRoy Project 1 & 2.
2. Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M, \$8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Other Revenue YTD - Local labor reporting and data center review deposits covered by participating projects, misc.
4. Professional Services - Legal and consulting services for the data center review, local labor requirements, government relations, audits, and other related matters.
5. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
6. Real Estate Development Costs YTD - STAMP development costs.

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**Genesee County Economic Development Center  
August 2025 Dashboard  
Statement of Cash Flows**

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	8/31/25	YTD
<b>CASH FLOWS USED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 21,542	\$ 193,880
Fees - Projects	59,213	4,843,435
Fees - Services	-	43,856
Interest Income on Loans	155	1,380
Rent	1,500	33,888
Common Area Fees - Parks	-	2,814
Grants	-	544,240
BP <sup>2</sup> Revenue	-	7,374
GGLDC Grant - Economic Development Program Support	-	150,000
Other Revenue	8,338	203,130
Repayment of Loans	5,350	43,668
Customer Deposit	-	48,804
General & Admin Expense	(91,403)	(932,493)
Professional Services	(26,381)	(342,861)
Site Maintenance/Repairs	(1,550)	(26,594)
Site Development	(49,682)	(713,944)
Property Taxes/Special District Fees	-	(3,873)
Grant Expense	-	(10,000)
PIF Expense	-	(71,284)
Deposit Paid	-	(500,000)
Improv/Additions/Adj to Land Held for Development & Resale	(2,146,288)	(15,719,584)
Net Cash Used By Operating Activities	(2,219,206)	(12,204,164)
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(325,000)
Net Cash Used By Noncapital Financing Activities	-	(325,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	49,494	493,684
Net Change in Cash	(2,169,712)	(12,035,480)
Cash - Beginning of Period	51,622,300	61,488,068
Cash - End of Period	\$ 49,452,588	\$ 49,452,588
<b>RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 1,946,782	\$ 16,602,760
Depreciation Expense	54	437
Increase in Operating Accounts/Grants Receivable	(34,117)	(442,736)
Decrease in Deposits	163,227	69,559
Decrease in Prepaid Expenses	7,904	2,374
Decrease in Loans Receivable	5,350	43,668
Increase in Land Held for Development & Resale	(2,309,515)	(13,096,182)
Increase (Decrease) in Operating Accounts Payable	4,052	(3,541,951)
Increase in Accrued Expenses	14,567	24,676
Decrease in Unearned Revenue	(2,009,172)	(11,842,569)
Decrease in Customer Deposits	(8,338)	(24,200)
Total Adjustments	(4,165,988)	(28,806,924)
Net Cash Used By Operating Activities	\$ (2,219,206)	\$ (12,204,164)

4.1

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**4 Year Budget 2025 - 2028**  
**GCEDC Consolidated**  
**Board Approved:**



	2026 Budget	2027 Budget	2028 Budget	2029 Budget
<b>1 Revenues</b>				
2 Genesee County Contributions	\$258,513	\$258,513	\$258,513	\$258,513 *
3 Fees - Projects	\$1,057,000	\$1,055,075	\$1,053,152	\$1,051,732 *
4 Fees - Service	\$88,460	\$91,114	\$93,847	\$96,662 *
5 Bank Interest Income	\$388,000	\$399,640	\$411,630	\$423,979 *
6 Interest Income on Loans	\$1,330	\$826	\$633	\$533 *
7 Rent Income	\$28,780	\$29,644	\$30,533	\$31,449 *
8 CAM Income	\$2,855	\$2,941	\$3,029	\$3,120 *
9 Miscellaneous	\$7,000	\$7,210	\$7,426	\$7,649 *
10 Misc. Local Labor Reporting	\$79,915	\$0	\$0	\$0 *
11 Economic Development Grant (GGLDC / GCFC)	\$300,000	\$300,000	\$300,000	\$300,000 *
12 PIF Grant Income	\$205,137	\$194,765	\$194,765	\$194,765 *
13 CBA	\$448,553	\$448,553	\$448,553	\$448,553 *
14 BP2 Income	\$45,752	\$54,013	\$53,606	\$35,626 *
15 Grants	\$35,260,000	\$0	\$0	\$0 *
<b>18 Total Revenues</b>	<b>\$38,171,295</b>	<b>\$2,842,294</b>	<b>\$2,855,687</b>	<b>\$2,852,581</b>
<b>20 Expenses</b>				
21 Payroll	\$950,000	\$978,500	\$1,007,855	\$1,038,091 *
22 Benefits	\$433,450	\$445,510	\$457,930	\$470,725 *
23 Insurance	\$93,150	\$95,069	\$97,921	\$100,858 *
24 Utilities	\$10,500	\$10,815	\$11,139	\$11,473 *
25 Depreciation	\$655	\$655	\$655	\$655 *
26 Telecom / Internet / Phone	\$4,500	\$4,635	\$4,774	\$4,917 *
27 Rent	\$20,650	\$21,270	\$21,909	\$22,565 *
28 Postage	\$1,700	\$1,751	\$1,804	\$1,858 *
29 Dues & Subscriptions	\$116,000	\$119,480	\$123,064	\$126,756 *
30 Conferences & Meetings	\$35,000	\$36,050	\$37,132	\$38,246 *
31 Professional Services	\$167,000	\$156,560	\$161,257	\$166,095 *
32 Local Labor Reporting	\$90,065	\$0	\$0	\$0 *
33 Travel	\$25,000	\$25,750	\$26,523	\$27,319 *
34 Marketing	\$80,000	\$82,400	\$84,872	\$87,418 *
35 Supplies	\$4,000	\$4,120	\$4,244	\$4,371 *
36 Maintenance & Repair	\$64,500	\$66,435	\$68,428	\$70,482 *
37 Professional Services Other (\$56M Match)	\$2,493,650	\$0	\$0	\$0 *
38 Miscellaneous	\$0	\$0	\$0	\$0 *
39 Furniture & Equipment	\$22,500	\$23,175	\$23,870	\$24,586 *
40 CEO's Discretionary Fund	\$3,000	\$3,000	\$3,000	\$3,000 *
41 Fees	\$250	\$258	\$266	\$274 *
42 Special District Fees	\$4,137	\$4,261	\$4,388	\$4,518 *
43 Interest Expense / Unused Fee	\$113,500	\$98,500	\$88,500	\$78,500 *
44 Grant Expense	\$35,260,000	\$0	\$0	\$0 *
45 PIF Expense	\$205,137	\$194,765	\$194,765	\$194,765 *
<b>46 Total Expenses</b>	<b>\$40,198,344</b>	<b>\$2,372,959</b>	<b>\$2,424,296</b>	<b>\$2,477,471</b>
<b>48 Net Profit / Loss</b>	<b>(\$2,027,049)</b>	<b>\$469,335</b>	<b>\$431,391</b>	<b>\$375,110</b>
49				
50 Cash from Prev. Yr Rev. Collected in Current Yr	\$0	\$0	\$0	\$0
51 Appropriated Fund Balance	\$0	\$0	\$0	\$0
52 2018 J-Rental Land Sale - Cash Carry Over Allocation	\$0	\$0	\$0	\$0
53 NET Profit / Loss w/ Cash Adjustments	<b>(\$2,027,049)</b>	<b>\$469,335</b>	<b>\$431,391</b>	<b>\$375,110</b>

Notes:

\* 3% increase for most line items 2027-2029, unless shaded.

4.2

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Mark Masse  
GCEDC Audit & Finance Committee

**Agricultural Farm Land Lease Agreement for 2026**

**Discussion:** See attached lease agreement and lessors.

**Fund commitment:** None.

**Committee action request:** Recommend approval to the full Board of the 2026 agricultural land lease agreement.

2026 Land Lease Rates  
Agricultural leases

Genesee County Economic Development Center

Lessee	Location	Term	Rate / acre
Stein Farms	Oatka Hills	One year	\$ 80.00
Hy Hope Farms	Leroy	One year	\$ 80.00
Norm Geiss	STAMP	One year	\$ 80.00
Lamb Farms	STAMP	One year	\$ 80.00
Lamb Farms	STAMP	One year	\$ 5.48

4.3

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## FARM LEASE AGREEMENT

**THIS FARM LEASE AGREEMENT** (“Lease”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, a New York public benefit corporation, having an office at 99 MedTech Drive, Batavia, New York 14020-3141 (“Lessor”), and \_\_\_\_\_ whose address is \_\_\_\_\_ (“Lessee”).

### WITNESSETH:

**WHEREAS**, Lessor is the fee simple owner of a certain parcel of real property commonly known as LeRoy Food & Tech Park, consisting of approximately 73 acres of land, as more particularly described as S.B.L. No. 25.-1-75, 25.-1-77 and 25.-1-76 in the Town of LeRoy, County of Genesee, and State of New York (the “Property”); and

**WHEREAS**, Lessor desires to lease to Lessee a portion of the Property being approximately 73 acres of vacant land as shown on Exhibit A attached hereto (the “Premises”), and Lessee desires to lease the Premises from Lessor for the purpose of farming the Premises.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be legally bound hereby covenant and agree as follows:

1. **Demise.** In consideration of the rents reserved hereunder and the terms and conditions of this Lease, Lessor does hereby demise and let unto Lessee, and Lessee does hereby take and lease from Lessor, the Premises. Lessee agrees to accept the Premises in their “as is” condition and “with all faults” existing as of the date hereof. Lessee agrees that this Lease has been entered into after full investigation of the Premises and without any reliance upon any statement or representation by Lessor or any other person. Nothing in this Lease shall confer upon Lessee any rights to minerals or timber on the Premises.

2. **Term.** The term of this Lease shall be one (1) year, commencing on May 1, 2026 and ending on December 31, 2026 (the “Term”), provided, however, that either party may cancel this Lease effective as of the last day of a Lease Year provided that written notice of termination is given by such party to the other not later than thirty (30) days prior to such effective date of termination. For purposes of this Lease a “Lease Year” shall be defined as the twelve month period between January 1 and December 31 of a given year. Notwithstanding the foregoing, Lessor may, at any time during the Term, terminate this Lease as to the entire Premises or as to any portion thereof upon two (2) weeks written notice to Lessee. In such event, Lessor shall reimburse Lessee for all documented, out-of-pocket expenses Lessee has incurred during the Term in connection with the planting of any crop on the Premises, or on the portion of the Premises with regard to which this Lease is so terminated.

3. **Rent.** As consideration for this Lease, Lessee agrees to pay to Lessor annual rent in the amount of \$80 per acre (or \$5,840 for the entire Premises) for each Lease Year of the Term (“Rent”). Rent shall be due and payable to Lessor in two installments, as follows: Fifty (50%)

percent of the Rent shall be due and payable by June 1 of each Lease Year and the remaining fifty (50%) percent shall be due and payable by November 1 of each Lease Year. The Rent shall be a net rent and Lessor shall not be responsible for all expenses related to the farming of the Premises. Lessee shall be responsible for, and shall pay in a timely manner, any and all costs and expenses related to Lessee's farming of the Premises, including, without limitation, the costs and expenses for any equipment and machinery required to plow, plant, tend to and harvest the Premises, fertilizers, pesticides, and herbicides, water for irrigation, labor, taxes and insurance.

**4. Permitted Use.** Lessee shall use the Premises only for planting and harvesting of crops, and for no other purpose. The nature of the crops to be grown shall be approved in advance by Lessor, and no further planting may take place on the Premises. Lessee agrees to conduct such farming activities in accordance with good agricultural practices and in accordance with such standards as are generally accepted in the farming industry in Genesee County, New York. Lessee shall not (a) erect any permanent structures or improvements on the Premises, (b) store any equipment, machinery or supplies on the Premises, (c) drill, install or modify any wells, irrigation systems or drainage systems on the Premises, (d) materially alter the grades of the Premises so as to affect the storm water drainage on and off of the Premises, or (e) burn or permit the burning of any items on the Premises. Lessee shall monitor and maintain the Premises so as to prevent the development of any new wetlands. Lessee agrees to preserve established water courses, tile drains, tile outlets, diversion ditches, terraces and grass waterways and to refrain from any operation that will injure them. Lessee shall neither cut live trees nor market timber, fence posts or firewood on the Premises, nor will Lessee have any above or below ground mineral or gas or oil rights on the Premises.

**5. Hazardous or Offensive Uses.** Lessee may not conduct any dangerous, hazardous, noxious or offensive uses on the Premises and shall obtain, at its sole cost and expense, all governmental permits, licenses and approvals required for Lessee's use and occupancy of the Premises. Lessee shall comply with all environmental laws which include all federal, state, local and municipal laws, statutes, ordinances, rules, regulations, orders, decrees or requirements relating to or imposing liability or standards of conduct concerning the use, storage, treatment, transportation, manufacture, refinement, handling, production and/or disposal of hazardous materials, or otherwise pertaining to environmental protection, as now or at any time hereafter in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 41 U.S.C. Section 9601; the Super Fund Amendment and Reauthorization Act of 1986; the Emergency Planning and Community Right-to-Know Act, Public Law 99-499, 100 Stat.1613; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; the Occupational Safety and Health Act, 29, U.S.C. Section 655 and Section 657; the Clean Air Act, 42 U.S.C. Section 7401; the Clean Water Act, 33 U.S.C. Section 1251; and the New York Environmental Conservation Law; together with all amendments thereto, substitutions therefore, rules and regulations promulgated thereunder and all amendments to and substitutions for the rules and regulations.

Lessee shall not store, dump or dispose on the Premises any gasoline, motor oils or other hazardous substances. Lessee shall not at any time cause or permit any contamination of the Premises, including any ponds, stormwater or groundwater. Lessee shall not use any fertilizers (other than as specified on Exhibit B attached hereto), pesticides (other than as specified on Exhibit B attached hereto) or herbicides, and shall use such permitted fertilizers and

pesticides only in strict accordance with the manufacturer's instructions and all applicable laws, rules, regulations and orders. Lessee shall maintain accurate records, including the type, amount, and dates, of all fertilizers, pesticides, and herbicides used on the Premises and shall immediately notify Lessor of any violation, accidental or otherwise, of this provision. Lessee shall be solely responsible, at its sole cost and expense, for the remediation of any contamination caused or permitted by Lessee on the Premises. This provision shall survive the expiration or termination of this Lease.

**6. Indemnification and Hold Harmless.** Lessee shall defend, indemnify and hold harmless Lessor, its officers, directors, agents, employees and successors and assigns, from and against all liability and claims of liability for injury or damage to person or property from any cause on or about the Premises, including, without limitation, all costs, expenses, claims, fines, penalties, judgments, and/or awards arising out of or related thereto. This provision shall survive the expiration or termination of this Lease.

**7. Insurance.** Lessee shall maintain at all times during the term of this Lease, a comprehensive policy of general liability insurance naming Lessor and its designated successors and assigns as additional insureds against liability occasioned by any occurrence on or about the Premises or any appurtenances thereto. Such policy shall provide a minimum coverage of \$500,000 property damage and \$1,000,000 per accident or occurrence General Liability. Lessee shall also maintain workmen's compensation insurance and vehicle liability insurance with respect to all personnel and vehicles brought by Lessee on the Premises. Lessee shall provide Lessor with a certificate for each such policy, which shall require that all additional insureds named in such certificate be given thirty (30) days' written notice before any material change to or cancellation of such policy.

**8. Assumption of Risk.** Lessee agrees that it shall occupy and use the Premises at its own risk and assumes the sole responsibility and liability to all persons and authorities related to Lessee's possession, occupancy and use of the Premises. Lessor shall not have any responsibility or liability for any loss of or damage to any person or personal property of Lessee or any other person whatsoever as a result of Lessee's use or occupancy of the Premises. Lessor shall not have any obligation to make any improvements to the Premises or perform any services with respect to the Premises.

**9. Liens.** Lessee shall not suffer or permit any mechanic's or materialman's lien to be filed against the Premises (or any part thereof including the crops) or Lessor's interest therein by reason or any work, labor, services, or materials supplied or claimed to have been supplied to Lessee. If any such lien shall at any time be filed against the Premises (or any part thereof including the crops) or Lessor's interest therein, Lessee shall immediately notify Lessor thereof, and Lessee shall cause the same to be discharged of record, bonded or otherwise secured to Lessor's satisfaction within fifteen (15) days after the date of Lessee's knowledge of the same. If Lessee shall fail to discharge such lien within the 15-day period, then, in addition to any other rights or remedies Lessor may have, Lessor may, but shall not be obligated to, discharge such lien, by paying, procuring a discharge by a deposit in court, or by bonding the same. In any such event, Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor, and to pay the amount of such judgment, if any, in favor of the lienor with interest, costs and allowances. Notwithstanding the above, Lessee shall not be

required to pay or discharge any such lien so long as Lessee, in good faith, proceeds to contest the same by appropriate proceedings and gives Lessor written notice thereof with a surety bond satisfactory to Lessor in an amount sufficient to pay such contested lien, including all interest and costs related thereto.

**10. No Representations or Warranties.** It is understood and agreed that this Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the Premises, and that Lessor has not made and is not making, and Lessee has not relied upon any representations or warranties, except as expressly stated in this Lease.

**11. Events of Default.** Lessee shall be in default of this Lease if Lessee (a) fails to pay Rent or make any other payment due hereunder within ten (10) days after the date upon which it is due or (b) fails to perform or comply with any of the terms, covenants, agreements or conditions of this Lease, and such failure continues for more than thirty (30) days after written notice thereof from Lessor; provided, however, Lessee shall not be considered to be in default of this Lease if such default cannot be cured within thirty (30) days and Lessee immediately commences and diligently proceeds to cure such default and completes such cure within sixty (60) days after the event of default. Upon Lessee default, Lessor may, in addition to all other remedies available at law, elect to terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Premises, including all crops thereon, and Lessor shall thereafter have the right to harvest, sell or otherwise dispose of such crops without any obligation to account to Lessee for the value thereof.

**12. Assignment.** Lessee shall not sublet, assign, pledge or otherwise encumber its interest in the Premises or any part thereof, including the crops, without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion. Lessor may freely assign this Agreement.

**13. Inspection.** Lessor reserves the right to enter upon and inspect the Premises in order to determine whether Lessee is in compliance with the terms and conditions of this Lease; provided, however, such entry and inspections do not unreasonably interfere with Lessee's use of the Premises.

**14. Interference.** Lessee will not interfere with the use, enjoyment and activity on Lessor's adjacent premises, and will not cause or permit any noise, vibration, odor, fumes or nuisance other than those typically related to the permitted use.

**15. Surrender of the Premises.** Upon the expiration or termination of this Lease, Lessee shall deliver the Premises to Lessor in substantially the same condition as existed at the time of the commencement of this Lease. In addition, upon Lessor's request and notwithstanding the covenant to use good agricultural practices contained in Paragraph 4 herein, Lessee shall, at its sole cost and expense, plow under the Premises and leave the Premises in a reasonably level condition.

**16. Warranties.** The parties each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself through the party set forth as signatory for the party below.

17. **Severability.** Any provision or provisions of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

18. **Waiver.** No waiver of any default hereunder shall be implied from any inaction by either party on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to or of any act by the other party requiring the former party's consent or approval, shall not be deemed to waive or render unnecessary such former party's consent or approval to or of any subsequent similar acts by the other party.

19. **Successors and Assigns.** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

20. **No Partnership.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

21. **Amendments.** This Lease contains the entire agreement between the parties and shall not be modified except by a written agreement signed by the parties.

22. **Headings.** The headings in this instrument are for convenience only and in no way define, limit or describe the scope of this Lease or the intent of the provisions hereof.

23. **Notice.** All notices, demands and requests required under this Lease shall be in writing, and shall be deemed properly given if served personally, or if sent by the United States registered mail or certified mail, postage prepaid, addressed to the party at the address listed in the first paragraph of this Lease.

24. **Right to Defend.** Lessor shall have the right, but not the obligation, to prosecute or defend, in its own name or in Lessee's name, any actions or proceedings appropriate to the protection of its title to and Lessee's interest in the Premises. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in any such action or proceeding.

25. **Confession of Judgment for Possession.** Upon the expiration or termination of this Lease, and at any time when an event of default hereunder has occurred, Lessee irrevocably authorizes and empowers the clerk or the attorney of any court of record to appear for and confess judgment against Lessee for possession of the Premises. The authority and power to

appear and confess a judgment against Lessee shall not be exhausted by the initial exercise thereof and may be confessed as often as any event of default hereunder occurs. Such authority may be exercised during or after the expiration of the Term of this Lease. If such proceeding is terminated and the possession of the Premises remains in or is restored to Lessee, Lessor shall have the right for the same default or upon subsequent defaults or upon the termination of this Lease under any of the terms of this Lease to bring one or more further actions as hereinbefore set forth to recover possession of the Premises and confess judgment for the recovery of possession of the Premises as herein provided.

**26. Governing Law.** This Lease and the provisions hereof shall be interpreted under the laws of the State of New York.

**IN WITNESS WHEREOF,** the parties have caused this Lease to be executed as of the day and year first written above.

**LESSOR:**

Genesee County Economic Development Center, d/b/a Genesee County Economic Development Center, a New York public benefit corporation

By \_\_\_\_\_  
**Print Name:** Mark A. Masse  
**Title:** President and CEO

**LESSEE:**  
\_\_\_\_\_

**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**\*\*Attach Insurance Certificate (GL \$1M each occurrence, Property Damage \$500K, Auto, Workers Compensation)**

**EXHIBIT A**

**PREMISES**

**EXHIBIT B**

**PERMITTED FERTILIZERS AND PESTICIDES**

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**GCEDC**

**Audit & Finance Committee Meeting Report**

**September 30, 2025**

**CoStar Contract**

**Discussion:** The GCEDC has used CoStar's LoopNet site listing service for multiple Genesee County sites, and desires to utilize expanded data and analytics services offered by the company.

CoStar would provide a subscription to an additional data base platform that the GCEDC will use to identify potential manufacturing companies suitable for Genesee County.

The estimated annual cost for a 12-month subscription is \$5,160 and the proposed contract is for October 2025 to September 2026. The funding for this expense comes from the GCEDC's 2025 Marketing Operations budget.

**Committee action request:** Recommend approval of not to exceed \$5,160 for CoStar site listing services.

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**Change order from O'Connell for substation construction**

**Discussion:** The GCEDC has a contract with O'Connell Electric for construction of the substation at STAMP. They have submitted two change orders, one of which is due to the current tariffs on copper wire. These increases of \$437,093 and \$72,909 will be taken out of the \$1,000,000 contingency line item in the original contract so there is no overall increase to the contract amount.

**Fund Commitment:** None as it is covered under the contingency line item of the original contract.

**Committee Action request:** Recommend approval of the two change orders.



# O'Connell Electric Company, Inc.

Industrial & Commercial Construction • Power Line & Substation • Communications  
Transportation • Renewable Energy • Service & Maintenance • Technical Services

September 12, 2025

Genesee County Economic Development Ctr  
Mark A. Masse, CPA  
Re: STAMP Substation NYPA Control Cable Change Order #2

Mark,

When the STAMP Substation project was put on hold in December 2023 the NYPA E2 Wiring Engineering was at a 60% completion. At that time the Conduit and Cable schedule had not been developed as it was still early in the engineering phase.

While putting our estimated cost together to restart the project, OCE had budgeted \$655,000 to purchase control / power cable for NYPA portion of the station assuming it would be enough to cover the cost of the cable.

Currently Black and Veatch is finishing the 90% E2 package and is scheduled to submit it to OCE / NYPA on September 24<sup>th</sup> for review and comments. Since the package is now at 90%, B&V was able to provide us with a "close" estimate of cable footages and types needed for us to procure.

Once we received the list of cables, we sent it out to our suppliers for pricing and availability and found the cost was \$1,092,093 which well exceeded our budget as well as having a 16-week lead time. Keeping the schedule in mind we decided to move forward and released the cable order.

Currently, we don't have the final Conduit and Cable schedule and as soon as we receive it, we'll be able to true-up the quantities of what was purchased and what still needs to be purchased and release the rest of the cable.

We are proposing to use the contingency allowance to cover this cost.

### NYPA Cable

OCE Budget	\$655,000.00
90% Cable Purchase	\$1,092,093.00

Shortfall                      \$(437,093.00)

Sincerely,  
Tom Sweeney  
Project Manager / Estimator  
585.370.5459  
Thomas.sweeney@oconnellelectric.com

**Corporate Headquarters** 830 Phillips Road | Victor, NY 14564 | Phone 585.924.2176 | Fax 585.924.4973

**Albany** 2360 Maxon Road Ext | Schenectady, NY 12308 | Phone 518.346.0077 | Fax 518.346.0728 **Rochester** 390 Systems Road | Rochester, NY 14623 | Phone 585.424.3472 | Fax 585.424.3486

**Buffalo** 929B Ransom Road | Lancaster, NY 14086 | Phone 716.675.9010 | Fax 716.686.0586 **Syracuse** 301 Stoutenger Street | East Syracuse, NY 13057 | Phone 315.437.1453 | Fax 315.437.7431

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# O'Connell Electric Company, Inc.

Industrial & Commercial Construction · Power Line & Substation · Communications  
Transportation · Renewable Energy · Service & Maintenance · Technical Services

September 12, 2025

Genesee County Economic Development Ctr  
Mark A. Masse, CPA  
Re: STAMP Substation NGRID DFR Points Change Order #1

Mark,

On 01/14/2025, National Grid communicated to OCE and BV that it had made a revision to the STAMP DFR points list. This revision will result in the need to rewire associated DFR modules. Cascading the DFR point updates will also require BV to update wiring from panel terminal blocks to the DFR panel and update additional breaker wirings to accommodate breaker status point to the DFR.

· These DFR point modifications are to be made by the field, given the control house and the DFR panels are already on site. BV will indicate via necessary clouds the areas that are affected and require field modifications.

Below is a cost breakdown for this Change Order.

We are proposing to use the contingency allowance to cover this cost.

### NGRID DFR Points Change Order

Engineering	\$	50,295
Misc. Materials	\$	515
Labor	\$	6,963
OCE Management	\$	6,470
OCE M/U	\$	8,666
Total	\$	72,909

Sincerely,

Tom Sweeney  
Project Manager / Estimator  
585.370.5459  
Thomas.sweeney@oconnellelectric.com

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