

**Genesee County Economic Development Center  
Meeting Agenda**

Thursday, October 30<sup>th</sup>, 2025  
Location: 99 MedTech Drive, Innovation Zone

**PAGE #**

- |             |  |               |
|-------------|--|---------------|
| <b>1.0</b>  | <b>Call to Order</b>   | <b>4:00pm</b> |
| 1.1         | <b>Enter Executive Session</b>   | <b>4:05pm</b> |
|             | Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:   |               |
|             | 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.   |               |
|             | 2. Discussions regarding proposed, pending or current litigation.  |               |
|             | 3. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.   |               |
| 1.2         | <b>Enter Public Session</b>  | <b>4:20pm</b> |
| <b>2.0</b>  | <b>Chairperson's Report &amp; Activities</b>   | <b>4:20pm</b> |
| 2.1         | Upcoming Meetings:<br><b>Next Scheduled Board Meeting: Thursday, December 4<sup>th</sup> at 4 p.m.</b><br>Audit & Finance Committee Meeting: Tuesday, December 2 <sup>nd</sup> at 8:30 a.m.<br>STAMP Committee Meeting: Wednesday, December 3 <sup>rd</sup> at 8 a.m.<br>Employment & Compensation Meeting: Thursday, December 4 <sup>th</sup> at 3 p.m. |               |
| 2.2         | Agenda Additions / Deletions / Other Business <b>**Vote</b>  |               |
| 2.3         | Minutes: October 2, 2025 <b>**Vote</b>   |               |
| <b>3.0</b>  | <b>Report of Management –</b>  | <b>4:20pm</b> |
| 3.1         | Market Labor Update – Loewke Brill   |               |
| 3.2         | Excelsior Energy – Local Labor Waiver Request <b>**Vote</b> – M. Masse   |               |
| 3.3         | HP Hood – Local Labor Waiver Request <b>**Vote</b> – M. Masse  |               |
| 3.4         | Public Outreach Update – J. Krencik  |               |
| <b>4.0</b>  | <b>Audit &amp; Finance Committee – K. Manne</b>  | <b>4:30pm</b> |
| 4.1         | September 2025 Financial Statements <b>**Vote</b>  |               |
| 4.2         | 12/31/25 Audit Services <b>**Vote</b>  |               |
| 4.3         | 2026 Cleaning Services <b>**Vote</b>   |               |
| 4.4         | Greater Rochester Enterprise Support <b>**Vote</b>   |               |
| 4.5         | Invest Buffalo Niagara Support <b>**Vote</b>   |               |
| 4.6         | Carpet Quotes <b>**Vote</b>  |               |
| <b>5.0</b>  | <b>Governance &amp; Nominating Committee – C. Yunker</b>   | <b>4:40pm</b> |
| 5.1         | Nothing at this time.  |               |
| <b>6.0</b>  | <b>STAMP Committee – P. Zeliff</b>   | <b>4:40pm</b> |
| 6.1         | NYPA Reimbursement Amount <b>**Vote</b>  |               |
| 6.2         | Town of Alabama Site Plan Review Fees – Water Tank <b>**Vote</b>   |               |
| 6.3         | Mowing for STAMP with Town of Alabama Highway Dept <b>**Vote</b>   |               |
| 6.4         | Reimbursement to Genesee County – Engineering Review of the Basis of Design Report <b>**Vote</b>   |               |
| <b>7.0</b>  | <b>Employment &amp; Compensation Committee – M. Gray</b>   | <b>4:45pm</b> |
| 7.1         | Nothing at this time.  |               |
| <b>8.0</b>  | <b>Housing Committee – P. Battaglia</b>  | <b>4:45pm</b> |
| 8.1         | Nothing at this time.  |               |
| <b>9.0</b>  | <b>Other Business</b>  | <b>4:45pm</b> |
| 9.1         | Nothing at this time.  |               |
| <b>10.0</b> | <b>Adjournment</b>   | <b>4:45pm</b> |

**2-10**

**11-22**

**23-40**

**41-42**

**43-46**

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**71-73**

**74-75**

**76-80**



**GCEDC Board Meeting**  
**Thursday, October 2, 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, L. Farrell, C. Suozzi  
Guests: 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), R. Gaenzle (Harris Beach), J.  
Tretter (GGLDC Board Member), M. Petinella (The Daily News), G. Post (Town  
of Batavia Supervisor), M. Fitzgerald (Phillips Lytle – Video Conference), A.  
Dholakila (8250 Park Road LLC), A. Dholaniga (8250 Park Road LLC), E.  
Sakeeb (8250 Park Road LLC), H. Dholakila (8250 Park Road LLC)

Absent:

**1.0 Call to Order**

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

**Presentation – 8250 Park Rd.**

A. Dholakila started off by stating they are planning on renovating the current 196-unit facility into two hotels for a total of 167 units. It would be split into two hotels of which one will be a 99-unit Holiday Inn hotel and the other will be a 68-unit Candlewood Suites hotel, and the existing water park will also be renovated.

They will be doing major renovations on the hotel side and cosmetic repairs to the water park. The hotel renovations will include updating the public areas as well as the banquet space.

M. Gray asked if the plans had changed from their 2020 application to now, and he responded that they are completely the same with an anticipated closing date of next month on the financing side. A. Dholakila stated that they plan on starting construction in December and would like to complete the project by next fall.

*C. Kemp joined the meeting at 4:01 p.m.*

*G. Torrey joined the meeting at 4:02 p.m.*

*A. Dholakila, A. Dholaniga, E. Sakeeb, and H. Dholakila left the meeting at 4:04 p.m.*

*M. Petinella and G. Post left the meeting at 4:05 p.m.*

**1.1 Enter Executive Session**

P. Battaglia made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:05 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 K. Manne and approved by all members present.

**1.2 Enter Public Session**

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

*M. Petinella and G. Post rejoined the meeting at 4:24 p.m.*

**2.0 Chairman's Report & Activities**

**2.1 Upcoming Meetings:**

**Next Scheduled Board Meeting: Thursday, October 30<sup>th</sup> at 4:00 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** – Nothing at this time.

**2.3 Minutes: September 4, 2025**

**P. Battaglia made a motion to accept the September 4, 2025 minutes 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.**

**3.0 Report of Management**

**3.1 8250 Park Road - Initial Resolution** – 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 generate over \$123,704 annually in Bed Tax revenue to the county.

Resolution No. 10/2025 - 01

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, (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.

**K. Manne made a motion to approve the Initial Resolution #10/2025-01, authorizing the acceptance of the project application and scheduling a public hearing as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

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

**The item was approved as presented.**

*P. Zeff asked that the Board approve 3.2 and 3.3 together. As a result, items 3.2 and 3.3 were discussed and voted on together.*

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

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

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

Resolution No. 10/2025 - 02

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

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

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

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

Resolution No. 10/2025 - 03

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

P. Zeliff noted that, considering recent discussions by the Governance & Nominating Committee and the County Legislature regarding the amount of acreage currently being utilized for solar projects in Genesee County, he recommended that the application not be approved and that a public hearing not be scheduled at this time. He expressed concern that Genesee County has already contributed a significant portion of its agricultural land to solar development.

**M. Gray made a motion to not accept the Initial Resolutions #10/2025-02 and #10/2025-03, declining to approve the project application and to schedule a public hearing 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  
C. Kemp - Yes

M. Gray - Yes

**The resolutions were not approved as presented.**

**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 contractor availability has improved following the completion of school contracts; however, union halls are still drawing labor from other jurisdictions to meet ongoing demand. He noted that the labor market remains tight, largely due to the volume of major projects currently underway in the region. As a result, there has been an increase in waiver requests.

*M. Fitzgerald left the meeting at 4:26 p.m.*

*R. Gaenzle left the meeting at 4:27 p.m.*

**3.5 Countryside Apartments, LLC – Local Labor Waiver Request** – Countryside Apartments, LLC is constructing a 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 hired by the GCEDC to oversee the compliance with the Local Labor Policy, Loewke Brill Consulting Group, has reviewed the request. Kevin Loewke was present via video conference and explained to the Board the process he went through to come up with his recommendation and answered any questions.

**Fund Commitment** – None.

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

M. Masse stated that at the completion of the project, they ended up at 89.4% local labor, so this waiver would put them over the 90% requirement.

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

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

**The item was approved as presented.**

**3.6 Public Outreach Update** – C. Suozzi distributed flyers to Board members regarding the recent GLOW With Your Hands event, which took place earlier in the week. The event saw a record level of participation, with 452 students, 75 vendors, and representation from 32 school districts. Edwards was present at the event to recruit for future career opportunities, and a well-written article highlighting the company's involvement was published in *The Daily News*.

C. Suozzi also shared that he received a phone call from a parent in York, who expressed interest in the career roadmap her son had received at the event.

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

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

- Mostly normal monthly activity with a decrease in restricted cash.
- There was a decrease in cash of about \$2M in the imprest STAMP account related to the \$56M Fast NY grant. GURFs were submitted and STAMP expenses were paid.
- Origination fees of \$59,000 were collected in connection with the closing of the Appletree Acres, LLC project and Phase 2 of the Ivy Village project.
- Accounts Payable decreased. The imprest accounts related to the ESD grants earn interest. This interest is remitted to ESD quarterly and was paid in August.

The August 2025 financial statements were recommended for approval by the Committee.

**K. Manne made a motion to approve the August 2025 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

**4.2 GCEDC 1+3 Budget** – The 1+3 budget was reviewed by the Committee earlier in the week. The 2026 Budget was approved at the last Board meeting and this budget shows it extended for another 3 years.

The 1+3 Budget must be entered into the NYS Public Authorities Reporting Information System (PARIS) online. It was noted that most line items show a 3% increase year over year.

The line items with an asterisk or "greyed out" are those that could be estimated more accurately as more information was available or schedules were utilized.

This was recommended for approval by the Committee.

**K. Manne made a motion to approve the GCEDC 1+3 Budget 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.**

**4.3 Land Lease Rates** – M. Masse had presented the proposed schedule for the land lease rates and a copy of the land lease agreement at the Audit & Finance Committee meeting earlier in the week. The Committee wanted to discuss at the full board before taking a vote on the proposed schedule.

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

**Fund commitment:** None.

C. Yunker noted that the proposed land lease rates appeared modest in light of the recent increase in rental rates. He explained that solar projects are utilizing a significant amount of tillable land, which is contributing to pressure on available agricultural land and driving up costs.

In response, P. Battaglia recommended increasing the proposed lease rate from \$80 per acre to \$100 per acre.

**K. Manne made a motion to approve the 2026 agricultural land lease rates from \$80/acre to \$100/acre; 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.

**4.4 Costar Contract** – Currently the GCEDC uses LoopNet to list available land, which costs \$2,500 annually. A proposal was presented to transition to Costar, a similar but enhanced service costing \$5,100 annually. Costar would provide the same listing capabilities as LoopNet, along with access to a database of site selectors and companies with detailed contact information, as well as additional data to help identify potential buyers.

C. Suozzi informed the Board that he intends to replace LoopNet with a new service on a one-year trial basis. He explained that the new platform offers a more proactive approach and features an enhanced, sortable database by NAICS code, allowing targeted outreach to companies with potential for growth at STAMP.

P. Zeliff revisited a question raised during the Committee meeting regarding broker fees, expressing that such fees should be negotiable in light of the increased cost of the new service.

In response, C. Suozzi clarified that all commission fees would be subject to Board approval and negotiated in advance. He also confirmed that the proposal includes the company's full service package.

G. Torrey added that the platform is highly robust and offers valuable tools that could support the organization's future project development efforts.

**P. Battaglia made a motion to approve the Costar Contract not to exceed \$5,100.00 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.

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

**5.1 Nothing at this time.**

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

**6.1 Substation Change Order** – 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.

**Board Action Request:** Recommend approval of the two change orders.

P. Zeliff summarized that the increase in cost was mainly due to the copper prices.

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

**P. Zeliff made a motion to approve the two change orders 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, C. Yunker made a motion to adjourn at 4:38 p.m., which was seconded by P. Battaglia and passed unanimously.

# **LOEWKE BRILL** CONSULTING GROUP, INC

October 23<sup>rd</sup>, 2025

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

**Project: Excelsior Energy – Requests for Verified Exemptions  
Requests For Reduction Of Local Labor Goals**

The Excelsior Energy & Blattner team are seeking to make the current 90 day waiver for the operators union permanent, as well as requesting a blanket waiver for the other trades they intend to utilize on the project.

**Background:**

Currently, the construction industry is booming in Western NY, with a number of massive projects underway including the Bills stadium Project, the Fairlife Project in Webster and the Cider Solar Project right in Genesee County. We are seeing an overall increase in waiver requests being submitted with documented verification of labor shortages in both the Rochester and Buffalo markets. Excelsior Energy is still committed to utilizing as much local labor as possible on this project.

We have reviewed the waiver request with the local building trades and also spoken with various non-union contractors to gauge the availability of labor in the area. Currently the project is averaging between 70-80% local. The numbers will stay steady or improve some during the winter months as other work in the area slows down, but in spring of next year all projects will ramp up again and the available local labor will dwindle significantly.

It is because of this expected shortage in the upcoming year that we are recommending a blanket waiver on the Project. All Contractors and trade organizations are hesitant to commit to any required percentage to achieve due to the density of work in the Rochester/Buffalo market already expected for next year.

---

491 Elmgrove Rd, Ste 2, Rochester, NY 14606

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**nbca**  
National Bond Claims Association

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

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

  
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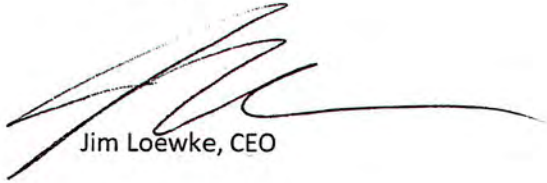
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# **LOEWKE BRILL**

**C O N S U L T I N G   G R O U P ,   I N C**

Sincerely,



Jim Loewke, CEO

---

491 Elmgrove Rd, Ste 2, Rochester, NY 14606

member of  
**nbc**a  
National Bond Claims Association

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

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## Genesee County Industrial Development Agency

### Local Labor Verified Exemption Request

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

APPLICANT NAME: Excelsior Energy Center, LLC


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

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

NAME OF CONTRACTOR SEEKING EXEMPTION: Blattner Energy, LLC

#### REASON FOR REQUEST

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

DocuSigned by:  
  
F5C968DD0C2148B...

Date: July 1, 2025

Amount of Contract Needing Verified Exemption: **Unspecified**

Number of Workers Needing Verified Exemption(s): **45**

Send Completed Form and Attachments to our auditors:

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

3.2

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June 09, 2025

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

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

Dear Mr. Loewke,

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

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

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

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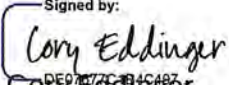
within a 48-hour period after such requisition is made by Primary Employer and Employer (Saturdays, Sundays, and Holidays excluded), Primary Employer and Employer may employ qualified applicants from any other available source as described in Section 5.2 of this Agreement. Moreover, the Unions recognize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

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

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

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

Regards,

Signed by:  
  
Cory Eddinger  
Project Manager  
Blattner Energy, Inc.

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Jonathan Lanse  
Business Manager

# International Union of Operating Engineers

Upstate New York Operating Engineers Local 158  
Districts 106 ♦ 545 ♦ 832  
27 Hannay Lane, Glenmont, NY 12077  
[518] 431-0600 ♦ Fax [518] 431-0726  
Email: info@iuoe158.org  
*Affiliated with the AFL-CIO*

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

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

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

6/16/2025

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

Grant S Malone

IUOE Local 158 District 832 Manager

Rochester Building and Construction Trades President



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

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

Dear Mr. Loewke,

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

On August 8, 2025, the Board of Directors of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (“GCEDC”) approved a Local Labor Exemption Request for 90 days. This waiver expires on November 6, 2025. Currently, and because of the temporary waiver, the Project has been able to maintain approximately 90% local workforce participation on a weekly basis. Without the temporary waiver, the Project’s current weekly local percentage would be approximately 76%, with a Job-to-Date (“JTD”) average of 79%. If an additional waiver is not granted, to achieve full compliance with the 90% local labor requirement by the completion of the Project, weekly local participation beginning in November would be required to reach approximately 97%. Achieving this percentage has proven to be an unrealistic target, given the current available labor pool within the defined 14-county area.

As communicated in the past, Blattner entered into a Project Agreement with the local unions, including LIUNA Local 435, IW Local 33, and IUOE Local 158. Although Blattner has not entered into a Project Agreement with IBEW Local 86, IBEW Local 86 is included on the Excelsior Project via an electrical subcontractor. Blattner and the trades are aligned on efforts and support the need to hire local labor and use all commercially reasonable efforts to staff the Excelsior Project with members residing in the following counties: Genesee, Orleans, Monroe, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua, Cattaraugus, and Allegany. This requirement also applies to all subcontractors on the project that are utilizing union labor.

In addition to continuous coordination with the local halls, Blattner has taken proactive and repeated steps to increase outreach and recruitment of local non-union workers. Employment advertisements are running across 11 local and regional newspapers,

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including: *LCPS, Batavia, TriCounty, Henrietta, Oatka, Livingston, APS, Warsaw, Southern Tier Shopper, Angola Penny Savers, and the Buffalo News.*

Additionally, the table below represents a sample of local businesses and services that Blattner has partnered with that are within the 14-county area. These businesses and services represent niche or specialized scopes that employ local residents and contribute to the local hire percentage.

Name	Scope of Service
CP Ward	Crane Service
Marlowe Property Services	Landscaping
Nothangle Drilling	Well Services
Alleghany Farm Services	Drain Tile
Valley Sand and Gravel	Aggregate
Lakeview Construction	Hauling
Milton Rents LLC	Equipment
Karl Schrier	Mulch
Canacre	Environmental
Martones Mechanical	Mechanic
Sloat Tire Shop	Tires
Upton Maybach	Hose Supplier
NY-Monroe County Water Authority	Water Supply
Jackson Welding and Gas	Welding
Imperial Cleaning Services	Office Cleaning
Napa Auto Parts - Batavia	Parts
Lee Shuknecht and Sons	Metal Shop
Monroe Tractor and Equipment	Equipment


Lastly, all local unions involved in the project have made substantial efforts to identify and dispatch qualified talent from within the State of New York and the surrounding local area. These efforts include participation in local workforce development programs and events such as the Genesee County “Glow With Your Hands” event, the MAPP Program (Multi-Craft Apprenticeship Preparation Program), the TRACS Program (Training Rochester Adults in Construction Skills), local school districts, local career centers, local job fairs, and ongoing partnerships with local universities including Alfred State College, along with outreach through multiple online recruiting platforms. There are ongoing efforts to organize skilled tradesman currently working in the non-union sector. Notably, approximately 55 individuals from the 14-county local area who have been initiated into the unions specifically to support the Excelsior Project—comprising roughly 35 new journeypersons and 20 new apprentices.



Blattner remains committed to maximizing local employment opportunities and continues to work in good faith with the unions and community partners to identify and recruit local workers wherever possible. However, given the current limitations of the regional labor market and the Project's remaining staffing needs, the waiver remains essential to allow the Project to maintain schedule and complete in compliance with overall project and economic development objectives.

Regards,

Signed by:

  
DE07677C1B4C497...

Cory Eddinger  
Project Manager  
Blattner Energy, LLC.

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# Iron Workers Local 33

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers



Tim Starwald  
Business Manager/FS-T  
[tstarwald@ironworkers33.org](mailto:tstarwald@ironworkers33.org)  
650 Trabold Rd  
Rochester, NY 14624  
585-288-2630



Stephen Tavernia  
Business Agent/App Coordinator  
[stavernia@ironworkers33.org](mailto:stavernia@ironworkers33.org)  
650 Trabold Rd  
Rochester, NY 14624  
585-288-2630

October 2, 2025

Genessee County Industrial Development Agency  
99 MedTech Drive  
Batavia, NY 14020

Re: Local Labor Waiver Request at Excelsior Solar Project

Dear members of the Board,

To fill the workforce needs for Blattner Energy on the Excelsior Solar Project, Ironworkers Local 33 is in support of a Local Labor waiver. The demand for Ironworkers has become higher than originally anticipated for this project, leading us to search for alternative methods to fill the need.

As labor request and referral process would remain through Local 33's Hall, granting this waiver would allow us to supply Blattner Energy with the amount of qualified Union Ironworkers on site. We do have available Ironworkers from outside the designated 14-county area that would be able to supplement our local workforce.

We remain dedicated to fulfill local labor requirements for Genessee County, we will continue to replace travelers on site with local Ironworkers who reside within the 14-county area as they become available and as necessary.

Approving this request will help ensure that the project remains on schedule while providing a qualified workforce.

Tim Starwald

Business Manager/FS-T

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## **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

Local 86  
2300 E. River Road  
Rochester, N.Y. 14623  
Tel: (585) 235-1510  
Fax: (585) 235-0420

RAYMOND A. RYERSE JR, *Business Manager*  
BRIAN MITCHELL, *President*  
TODD M. KRENZER, *Financial Secretary*

October 10, 2025

Genesee County Industrial Development Agency  
99 MedTech Drive  
Batavia, NY 14020

Re: Support for J.W. Didado Waiver Request — Excelsior Project

Dear Members of the Board,

On behalf of International Brotherhood of Electrical Workers Local Union # 86, I am writing in support of J.W. Didado's request for a waiver to the 90% local hire requirement on the Excelsior Project.

Local 86 has worked tirelessly to recruit and maintain a local workforce, consistently achieving desired percentages of local hires from within the 14-county area, and will continue to do so.

In full disclosure and the climate of the local labor market we ask that you consider a waiver to expedite the process and maintain the project schedule and productivity. Again, Local 86 will continue to strive to maintain that workforce availability within the 90% threshold but we may encounter the same challenges that have arisen by other crafts on the project, especially as we see a large-scale ramp up in workers for the coming months.

Granting this waiver will allow qualified union members from outside the region to supplement our crews. This flexibility will ensure the project remains on schedule while preserving the high labor standards and the significant economic benefits the Excelsior Project brings to Genesee County.

Respectfully,

Raymond A. Ryerse Jr.  
Business Manager  
I.B.E.W. Local Union #86

Quality and Pride since 1899  
Affiliated with:

AFL-CIO • N.Y. State AFL-CIO • Rochester Labor Council AFL-CIO  
N.Y. State Electrical Workers Association • N.Y. State Building Trades Council



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**"Justice, Honor, Strength"**



**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL No. 435**

20 FOURTH STREET ROCHESTER, NEW YORK 14609  
PHONE: 585-454-5800 FAX: 585-454-5411

September 24, 2025

Genesee County Industrial Development Agency  
99 MedTech Drive  
Batavia, NY 14020

Re: Support for Blattner Energy's Waiver Request – Excelsior Project

Dear Members of the Board,

On behalf of Laborers' Local 435, I am writing in strong support of Blattner Energy's request for a waiver to the 90% local hire requirement on the Excelsior Project.

Local 435 has worked tirelessly to recruit and maintain a local workforce, consistently achieving 80–85% local hires from within the 14-county area. Despite our best efforts, workforce availability has made reaching the 90% threshold difficult.


Granting this waiver will allow qualified union members from outside the region to supplement our crews. This flexibility will ensure the project remains on schedule while preserving the high labor standards and the significant economic benefits the Excelsior Project brings to Genesee County.

We respectfully urge the IDA to approve this request so the project can move forward successfully.

Sincerely,

Daniel Kuntz  
Business Manager  
Laborers' Local 435

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Mark Masse

## GCEDC Board Meeting

### Local Labor Waiver Requests – HP Hood

HP Hood has proposed a project that is subject to the Local Labor Policy as the total building construction is in excess of \$5 million. 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 affected 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.”

HP Hood has submitted the following waiver requests:

1. Installation of metal panels due the specialty nature of construction and the warranty for the product
2. Specialized tile installation that the manufacturer only allows workers trained by them to complete the installation
3. Precast concrete panels that will tie into the existing panels of the facility that has a warranty for the product based on the installer
4. The fire suppression system that has to tie into the existing system in the facility and will utilize the original installer which was granted a local labor waiver by the GCEDC Board back in 2018
5. A request to reduce the remaining local labor percentage to 50% due to the significant other milk production projects ongoing in the region such as Fairlife and Chobani

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 requests.



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 in writing from the applicant, and must allow 60 days for processing and required due diligence. Loewke Brill does not accept exemption requests for companies located within the local labor area. Please note that the Genesee County IDA has final approval of all waiver recommendations.

APPLICANT NAME: HP Hood / Thermal Construction Specialists (TCS)

CONTACT: HP Hood

PHONE (CELL) EMAIL

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

Signed by: Alice J. Kulene, Treasurer Date: October 14, 2025

Amount of Contract Needing Verified Exemption: \$800,000.

Number of Workers Needing Verified Exemption(s): 5-6

Send Completed Form and Attachments to our auditors: Kevin Loewke, Loewke Brill Consulting Group, Kevin@loewkebrill.com

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# **LOEWKE BRILL** **C O N S U L T I N G   G R O U P ,   I N C**

October 23<sup>rd</sup>, 2025

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

**Project: HP Hood LLC – Requests for Verified Exemptions**  
**Warranty Issues/Specialized Construction: Insulated Metal Panels**

Thermal Construction Specialists is being hired to install the insulated metal panels at the HP Hood LLC project.

**Background:**

Thermal Construction Specialists designs, fabricates, and installs insulated metal panels for food/beverage facilities across the country. They have previously worked on the HP Hood LLC project and are tying the new panels into their existing panel system that already exists on site. The work is specialty in nature and will only require a total of 5-6 workers. The work is also warrantied, and use of a non-certified contractor will void said warranty. Due to the previous experience this contractor already has with HP Hood and the warranty and specialty nature of the work, Loewke Brill considers this waiver request to be valid.

Sincerely,

Kevin E Loewke

---

491 Elmgrove Rd, Ste 2, Rochester, NY 14606

member of  
**nbca**  
National Bond Claims Association

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

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

  
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EMPLOYER SUPPORT OF  
THE GUARD AND RESERVE

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The Haskell Company  
701 San Marco Blvd,  
Jacksonville, FL 32207

Phone 904-357-5329  
www.haskell.com

October 10, 2025

Re: HP Hood Batavia  
5140 W Ag Pk Drive, Batavia, NY 14020  
Milk Receiving Expansion and Compressor Project  
Local Labor Exemption Request  
07 – IMP – Thermal Construction Specialists (TCS)

Mr. Kevin Loewke  
Loewke Brill Consulting Group  
Kevin@loewkebrill.com

Dear Mr. Loewke,

Haskell, on behalf of HP Hood, has reviewed the GCIDA Local Labor Requirements and hereby requests the following and attached Verified Exemption Request.

Reason For Request: Specialized Construction/No local labor available,  
Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers  
Estimated Dollar Amount: \$800,000  
Estimated Number of Workers Needing Exemption: 5-6

This exemption request is for the Division 07 Insulated Metal Panels to be installed in the Milk Receiving Bay Expansion process-related spaces within an addition to the main building at HP Hood Batavia. Thermal Construction Specialists (TCS) is a company that Haskell has selected to perform this specific scope of work due to previous projects outside of this current scope having already designed and purchased insulated metal panel material to be installed on this project. Thermal Construction Specialists has also performed most of the insulated metal panel scope on some of the neighboring work of the IMP that this work will tie into and has extensive knowledge of the plant and therefore working within the warranty constraints of existing work and new work, Thermal Construction Specialists is required for this project.

If you have any comments or questions, please feel free to reach out to me at 904-357-4258 or Corey Brown at 904-357-5329.

Sincerely,  
*Susie Leary*  
Susie Leary  
Project Manager II

Cc: Linda Fox  
Thomas Stucki  
Brian Beckwith  
Kirsten Dotson  
Corey Brown  
Damain Etchison

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# LOEWKE BRILL CONSULTING GROUP, INC

October 23<sup>rd</sup>, 2025

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

**Project: HP Hood LLC – Requests for Verified Exemptions**  
**No Local Labor Available For The Project / Specialized Construction: Vitrified Tile**

Integrated Industrial Services is being hired to install the vitrified tile on the HP Hood LLC project.

**Background:**

HP Hood LLC uses Argelith Hexalith tile in their production plants around the country. This specialized tile is used in a number of dairy facilities across the country, and specifically in New York state. This particular tile, created by Argelith Ceramic Tiles has been installed at 3 HP Hood facilities, 2 Byrne facilities, Chobani, Cayuga Milk Ingredients, LePrino, Fairlife, and Friesland Campina, all within NY. There is a factory training program that is required to install these tiles. We have been provided a list of companies that have employees who have been trained. None are within the local area.

Integrated Industrial Services Inc is based out of Syracuse NY, which is not far outside the defined local area. Unfortunately they do not have workers who live in the local area that can perform the installation. The company will make an effort to utilize local workers on the project to assist with the installation and delivery of material. Altogether, they are seeking an exemption for 5-6 workers. Loewke Brill considers this waiver to be valid.

Sincerely,

Kevin E Loewke

---

491 Elmgrove Rd, Ste 2, Rochester, NY 14606

member of  
**nbca**  
National Bond Claims Association

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

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

  
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## Genesee County Industrial Development Agency

### Local Labor

### Verified Exemption Request

**The request to secure a verified exemption for use of non-local labor must be received in writing from the applicant, and must allow 60 days for processing and required due diligence. Loewke Brill does not accept exemption requests for companies located within the local labor area. Please note that the Genesee County IDA has final approval of all waiver recommendations.**

APPLICANT NAME: HP Hood / Integrated Industrial Services, Inc.

CONTACT: HP Hood

PHONE (CELL) \_\_\_\_\_ EMAIL \_\_\_\_\_

#### 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**

Signed by: Alice J. Kulene, Treasurer  
365EAD26384042F...

Date: October 14, 2025

Amount of Contract Needing Verified Exemption: \$300,000.

Number of Workers Needing Verified Exemption(s): 5-6

Send Completed Form and Attachments to our auditors: Kevin Loewke  
Loewke Brill Consulting Group  
[Kevin@loewkebrill.com](mailto:Kevin@loewkebrill.com)

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The Haskell Company  
701 San Marco Blvd,  
Jacksonville, FL 32207

Phone 904-357-5329  
www.haskell.com

October 9, 2025

Re: HP Hood Batavia  
5140 W Ag Pk Drive, Batavia, NY 14020  
Milk Receiving Expansion and Compressor Project  
Local Labor Exemption Request  
09 – Flooring – Integrated Industrial Services, Inc.

Mr. Kevin Loewke  
Loewke Brill Consulting Group  
Kevin@loewkebrill.com

Dear Mr. Loewke,

Haskell, on behalf of HP Hood, has reviewed the GCIDA Local Labor Requirements and hereby requests the following and attached Verified Exemption Request.

Reason For Request: Specialized Construction/No local labor available  
Estimated Dollar Amount: \$300,000  
Estimated Number of Workers Needing Exemption: 5-6

This exemption request is for the Division 09 Flooring Vitrified Tile scope to be installed in the Milk Receiving Bay Expansion process-related spaces within an addition to the main building at HP Hood Batavia. Integrated Industrial Services, Inc is a company that Haskell has selected to perform this specialized scope of work. Vitrified tile (colloquially known as dairy tile, though this is not entirely correct) installation is a specialized scope, with only five contractors in the United States being qualified to install Argelith Hexalith tile, the specified tile for this project and the tile that has been utilized in HP Hood's other plants (please see attached documentation from Argelith with the five contractors that are qualified to install). In addition to this, there are very specific methods of installing this tile that take special machinery, materials, and training in order to have a long-lasting mechanical, thermal, and chemical resistant floor (hence the qualified contractors). We are pleased that Integrated Industrial Services Inc. is located in Syracuse, NY which is close to the 9 county area that the labor agreement policy outlines, but unfortunately the installing crew is located in these bordering counties to our 9 county area. Integrated has mentioned that they may pull some general laborers from the local hall in Rochester to assist with carrying tile, opening boxes, and general tasks that do not relate to the installation of the tile, but this cannot be confirmed until work begins. We have confirmed their compliance with other neighboring projects previously.

If you have any comments or questions, please feel free to reach out to me at 904-357-4258 or Corey Brown at 904-357-5329.

Sincerely,  
*Susie Leary*  
Susie Leary  
Project Manager II

Cc: Linda Fox  
Thomas Stucki  
Brian Beckwith  
Kirsten Dotson  
Corey Brown  
Damain Etchison

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Argelith Ceramic Tiles, Inc.

40W310 LaFox Rd · Suite F2  
St Charles, IL 60175

To whom it may concern,

The use of a qualified installer is required when installing our Hexalith tiles. To get the best results and a long-lasting production floor, tiles need to be installed using specialized machinery. Our tiles are designed to be installed butt-jointed and have extremely narrow joints. A power-grouting machine will ensure that the epoxy grout is being penetrated into the joint guaranteeing it is filled completely. In food processing environments it is required to use specialized epoxy or vinyl ester grout. These multi-component grouts need to be mixed on site and require extensive experience when installing as improper application can lead to a multitude of problems. Install entire tiling system, in accordance with grout manufacture's printed instructions, methods and procedures, using method below.

1. Pressure Embedment / Power Grouting Method: For all fully-vitrified tile applications, as prescribed by the grout manufacturer.
2. Tile-setter Method: Modified application techniques for areas where mechanized installation methods cannot be achieved.

Special floor contractor to be one of the following:

a. Archway Brick & Tile, 515 Montrachet Drive, O'Fallon, MO 63368  
Contact: Steve Blome, Tel: (636) 294-2420, Mobile: (314) 422-6746; email: [steve@archwaybrickandtile.com](mailto:steve@archwaybrickandtile.com).

b. National Acid Proofing, 7735 W. 112th Place, Palos Hills, IL 60465  
Contact: Steve Lange. Tel: (708) 974-2500 ext. 123, Mobile: (708) 212-2661,  
email: [steve@nationalacidproofing.com](mailto:steve@nationalacidproofing.com).

c. Kagetec, LLC, 24631 Saint Benedict Road, Jordan, MN 55352  
Contact: Shawn Hamilton mobile (612) 298-8838;  
email: [sha@kagetecusa.com](mailto:sha@kagetecusa.com).

d. Stogsdill Tile Co, 14316 Harmony Rd, Huntley, IL 60142  
Contact: Joseph Kline, mobile (484) 494-6707  
email: [kline1314@rcn.com](mailto:kline1314@rcn.com).

e. Integrated Industrial Services, 6713 Joy Road, East Syracuse, NY 13057  
Contact: Paul Payne, Tel. (315) 385-8720  
email: [paul@iiscny.com](mailto:paul@iiscny.com)

d. Other contractors desiring to perform this work must obtain written acceptance to bid from the Owner prior to bidding.

# **LOEWKE BRILL** **C O N S U L T I N G   G R O U P ,   I N C**

October 23<sup>rd</sup>, 2025

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

**Project: HP Hood LLC – Requests for Verified Exemptions**  
**Warranty Issues/Specialized Construction: Precast Concrete**

Fabcon is being hired to design, fabricate, and install the precast concrete panels at the HP Hood LLC project.

**Background:**

Fabcon designs, fabricates, and installs precast concrete panels for major warehouse facilities all across the country. They have previously worked on the HP Hood LLC project and are tying the new precast panels into the existing building that already exists on site. The work is specialty in nature and will only require a total of 7-9 workers. The work is also warrantied, and use of a non-certified contractor will void said warranty. Fabcon has a national agreement with the unions and intends to pull labor from the local halls as available for this project. Due to the previous experience this contractor already has with HP Hood and the warranty and specialty nature of the work, Loewke Brill considers this waiver request to be valid.

Sincerely,

Kevin E Loewke

---

491 Elmgrove Rd, Ste 2, Rochester, NY 14606

member of  
**nbca**  
National Bond Claims Association

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

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Genesee County Industrial Development Agency

Local Labor

Verified Exemption Request

The request to secure a verified exemption for use of non-local labor must be received in writing from the applicant, and must allow 60 days for processing and required due diligence. Loewke Brill does not accept exemption requests for companies located within the local labor area. Please note that the Genesee County IDA has final approval of all waiver recommendations.

APPLICANT NAME: HP Hood / Fabcon Precast

CONTACT: HP Hood

PHONE (CELL) EMAIL

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

Signed by: Alice J. Kulene, Treasurer Date: October 14, 2025

Amount of Contract Needing Verified Exemption: \$1,485,000.

Number of Workers Needing Verified Exemption(s): 7-9

Send Completed Form and Attachments to our auditors: Kevin Loewke, Loewke Brill Consulting Group, Kevin@loewkebrill.com

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The Haskell Company  
701 San Marco Blvd,  
Jacksonville, FL 32207

Phone 904-357-5329  
www.haskell.com

October 10, 2025

Re: HP Hood Batavia  
5140 W Ag Pk Drive, Batavia, NY 14020  
Milk Receiving Expansion and Compressor Project  
Local Labor Exemption Request  
03 – Precast – Fabcon Precast LLC

Mr. Kevin Loewke  
Loewke Brill Consulting Group  
Kevin@loewkebrill.com

Dear Mr. Loewke,

Haskell, on behalf of HP Hood, has reviewed the GCIDA Local Labor Requirements and hereby requests the following and attached Verified Exemption Request.

Reason For Request: Specialized Construction/No local labor available,  
Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers  
Estimated Dollar Amount: \$1,485,000  
Estimated Number of Workers Needing Exemption: 7-9

This exemption request is for the Division 03 Precast Concrete scope to be installed in the Milk Receiving Bay Expansion process-related spaces within an addition to the main building at HP Hood Batavia. Fabcon Precast LLC is a company that Haskell has selected to perform this specific scope of work due to previous projects outside of this current scope having already developed retrofitting design for the work to be completed within this project. Fabcon Precast has also performed all of the neighboring work that the precast of this work will tie into and has extensive knowledge of the plant and therefore working within the warranty constraints of existing work and new work, Fabcon Precast is required for this project. We are pleased that Fabcon Precast LLC is located in Selkirk, NY, approximately 250 miles from HP Hood Batavia, which is close to the 9 county area that the labor agreement policy outlines, but unfortunately the installing crew is located in these bordering counties to our 9 county area. Fabcon Precast LLC has mentioned that they may pull some general laborers from the local hall to assist with the erection and general tasks but this cannot be confirmed until work begins. We have confirmed their compliance with other neighboring projects previously.

If you have any comments or questions, please feel free to reach out to me at 904-357-4258 or Corey Brown at 904-357-5329.

Sincerely,  
*Susie Leary*  
Susie Leary  
Project Manager II

Cc: Linda Fox  
Thomas Stucki  
Brian Beckwith  
Kirsten Dotson  
Corey Brown  
Damain Etchison



October 22, 2025

Susie Leary  
The Haskell Company  
701 San Marco Blvd.  
Jacksonville, FL 32207

**RE: HP Hood Batavia  
5140 W Ag Pk Drive, Batavia, NY 14020  
Milk Receiving and Compressor Project  
Local Labor Request  
03-Precast-Fabcon Precast LLC**

Dear Susie,

Fabcon is committed to hiring a portion of the labor force from local contractors/union halls based on Fabcon's agreement with the International Union of Bricklayers and Allied Craftsmen and the Laborer's International Union of North America in connection with the performance of its work on the referenced project.

Sincerely,

*Maggie Dugan*

---

Maggie Dugan  
Project Manager

cc: File

# **LOEWKE BRILL** **C O N S U L T I N G   G R O U P ,   I N C**

October 23<sup>rd</sup>, 2025

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

**Project: HP Hood LLC – Requests for Verified Exemptions  
Warranty Issues/Specialized Construction: Fire Protection**

AST is being hired to design, and install the fire suppression system at the HP Hood LLC project.

**Background:**

AST designs, and installs fire suppression systems for HP Hood and has installed the existing system in the current facility. They are designing the system for the warehouse addition to tie in to the already existing system they previously installed, and it should be noted the GCEDC had previously issued a waiver for this contractor. The work is warranted as well and certified installers must be utilized to validate the warranty. This exemption will be for 5-6 total workers. Loewke Brill considers this waiver request to be valid and recommends approval.

Sincerely,

Kevin E Loewke

---

491 Elmgrove Rd, Ste 2, Rochester, NY 14606

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

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Genesee County Industrial Development Agency

Local Labor

Verified Exemption Request

The request to secure a verified exemption for use of non-local labor must be received in writing from the applicant, and must allow 60 days for processing and required due diligence. Loewke Brill does not accept exemption requests for companies located within the local labor area. Please note that the Genesee County IDA has final approval of all waiver recommendations.

APPLICANT NAME: HP Hood / AST Fire Protection Company Inc.

CONTACT: HP Hood

PHONE (CELL) EMAIL

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: Signed by: Alice J. Kulne, Treasurer Date: October 14, 2025

Amount of Contract Needing Verified Exemption: \$600,000.

Number of Workers Needing Verified Exemption(s): 5-6

Send Completed Form and Attachments to our auditors: Kevin Loewke, Loewke Brill Consulting Group, Kevin@loewkebrill.com

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The Haskell Company  
701 San Marco Blvd.  
Jacksonville, FL 32207

Phone 904-357-5329  
www.haskell.com

October 10, 2025

Re: HP Hood Batavia  
5140 W Ag Pk Drive, Batavia, NY 14020  
Milk Receiving Expansion and Compressor Project  
Local Labor Exemption Request  
21 – Fire Suppression – AST Fire Protection Company Inc

Mr. Kevin Loewke  
Loewke Brill Consulting Group  
Kevin@loewkebrill.com

Dear Mr. Loewke,

Haskell, on behalf of HP Hood, has reviewed the GCIDA Local Labor Requirements and hereby requests the following and attached Verified Exemption Request.

Reason For Request: Specialized Construction/No local labor available,  
Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers  
Estimated Dollar Amount: \$600,000  
Estimated Number of Workers Needing Exemption: 5-6

This exemption request is for the Division 21 Fire Suppression scope to be installed in the Milk Receiving Bay Expansion process-related spaces within an addition to the main building at HP Hood Batavia. AST Fire Protection Inc. is a company that Haskell has selected to perform this specific scope of work due to previous projects outside of this current scope having already developed design for the work to be completed within this project. AST Fire Protection Inc. has also performed some of the neighboring work of the fire protection that this work will tie into and has extensive knowledge of the plant and therefore working within the warranty constraints of existing work and new work, AST Fire Protection Inc. is required for this project.

If you have any comments or questions, please feel free to reach out to me at 904-357-4258 or Corey Brown at 904-357-5329.

Sincerely,  
*Susie Leary*  
Susie Leary  
Project Manager II

Cc: Linda Fox  
Thomas Stucki  
Brian Beckwith  
Kirsten Dotson  
Corey Brown  
Damain Etchison

# **LOEWKE BRILL** **C O N S U L T I N G   G R O U P ,   I N C**

October 23<sup>rd</sup>, 2025

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

**Project: HP Hood LLC – Requests for Verified Exemptions  
Requests For Reduction Of Local Labor Goals**

The HP Hood LLC team is seeking to reduce the overall local labor compliance goal from 90% local labor to 50% local labor.

**Background:**

Currently, the construction industry is booming in Western NY, with a number of massive projects currently underway. We are seeing an overall increase in waiver requests being submitted with documented verification of labor shortages from many union halls in both the Rochester and Buffalo market. HP Hood is committed to utilizing as much local labor as possible on this project, but have concerns about realistically being able to meet the 90% threshold within their defined schedule. They are preemptively addressing potential labor shortages and have made the local labor requirements clear to the contractors they intend to use. The general contractor on this project, Haskell, is also overseeing the Fairlife project in Webster, NY (another milk production facility) and have been forced to submit a multitude of waivers due to documented labor shortages in the area. We are seeing these shortages in every county we monitor in Western NY and know firsthand that the labor shortages are becoming a serious burden on developers and hindering projects abilities to finish on schedule.

Sincerely,

Kevin E Loewke

---

491 Elmgrove Rd, Ste 2, Rochester, NY 14606

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**HP Hood LLC**  
Six Kimball Lane | Lynnfield, MA 01940

October 7, 2025

Genesee County Industrial Development Agency ('GCIDA')  
99 MedTech Drive, Suite 106  
Batavia, NY 14020

**HP Hood LLC Percentage of Local Labor Waiver Reduction Request from 90% to 50%**

**Dear GCIDA Board of Directors,**

On behalf of HP Hood LLC ("Hood"), we are formally submitting this request for a waiver to the GCIDA's Local Labor Policy requirement. Specifically, we are requesting an adjustment to preemptively reduce the mandated percentage of local labor from **90% to 50%** for our upcoming Milk Receiving and Air Compressor project at our Batavia, NY plant.

This is a significant project for the Company (>\$20M), which ultimately will bring more milk volume into the plant, expanding our milk receiving capacity and therefore our processing capacity. Additionally, we recognize that the GCIDA's Local Labor Policy was established to ensure that economic development projects generate maximum benefit to the Genesee County workforce. Hood is fully aligned with this intent and remains committed to engaging and employing local labor to the fullest extent. However, under the provisions of the Policy, GCIDA may grant waivers in instances where compliance is impracticable due to project-specific circumstances or workforce availability.

In this case, Hood is concerned about project continuity in the current labor environment due to:

- **Workforce Availability Constraints** – Regional labor resources are significantly strained due to multiple concurrent large-scale projects expected to be ongoing, including the new Buffalo Bills Stadium, as well as both Fairlife and Chobani manufacturing facilities. These projects are much larger scale than Hood's project and consequently, anticipated local labor resources could be diverted. These projects are drawing heavily from the same labor pool, creating shortages of qualified local workers. The timing of these shortages is unable to be coordinated / planned and is completely dependent on the status of each of the projects. While operating with good intent, this is not an aspect of the project that we would have the ability to control throughout the duration of the project, without sacrificing project schedule / timeline.
- **Project Cost & Schedule Risk** – Delays in securing sufficient local labor would directly result in increased project costs and potential schedule overruns. A delay of even a month or two, while waiting on a waiver approval or even for local labor to be available, may result in significant increased costs and contract delays. Delay in portions of the work (e.g., site utilities, structural framing, equipment installations) would cascade into downstream trades and risk contracts with suppliers, potentially incurring liquidated damages or penalty exposure. The financial structure of this project, and margins within the dairy manufacturing business prohibit Hood from being able to absorb such cost overruns without jeopardizing overall viability of the project. Additionally the



**HP Hood LLC**

Six Kimball Lane | Lynnfield, MA 01940

Company's financial model includes minimal contingency for time overruns, such that any extended delay would materially jeopardize our ability to meet customer demand and therefore risk product volumes being allocated elsewhere, potentially out of state.

By approving this waiver to reduce the local labor requirement to 50%, GCIDA will enable us to proceed responsibly and with the flexibility necessary to complete the project on time and on budget, balancing the project's economic objectives with practical workforce realities. We remain committed to:

- Prioritizing local hiring wherever possible, with a target of achieving 90% local labor;
- Documenting outreach and engagement efforts with local contractors and trade unions to get local labor at every possible opportunity; and
- Providing GCEDC with transparent reporting on the percentage of local versus non-local labor utilized throughout the project.

This waiver request is not an invocation of convenience, but a necessary adaptation to prevailing market conditions and to protect both the project's viability and GCIDA's interests. Therefore, we respectfully request that the GCIDA Board grant this waiver to reduce the threshold for local labor requirements to 50% local labor participation for our project, subject to the reporting and oversight safeguards outlined above.

Thank you for your thoughtful consideration of this request. We look forward to working with GCIDA to bring this project to successful completion, consistent with both our shared economic development goals and the constraints of the current regional labor environment. We look forward to continuing our partnership with GCIDA.

Sincerely,  
Kirsten Dotson  
Sr. Director of Treasury  
HP Hood LLC

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# PARTNERSHIPS, MARKET-RATE DEVELOPMENTS, GRANTS GROW HOUSING REHAB FUND

by Mark Masse, Greg Post and Rachael Tabelski  
Fri, Oct 17th 2025 01:00 pm

Improving the quality and expanding the quantity of Genesee County's residential offerings is a goal the Genesee County Economic Development Center (GCEDC) and partner entities are actively addressing.



One example is with the **Batavia Home Fund**

**(BHF)**, a partnership between the GCEDC and the

Town and City of Batavia. This initiative offers grants for investments to rehabilitate vacant and blighted buildings, convert rental properties into single-family homes, and significant improvements to the exteriors of homes.

For exterior rehabilitations of owner-occupied single-family home, the BHF can provide up to \$10,000 in matching funds. For conversion of a multi-family home into an owner-occupied single-family home, up to \$20,000 is available.

Batavia Home Fund grants have supported three exterior rehabilitations of owner-occupied single-family homes since 2023.

On Montclair Avenue, a homeowner used the BHF to complete a new roof. On Kingsbury Avenue, the siding of a newly purchased home was replaced with BHF support. On North Park, the BHF enabled a homeowner to replace three windows and siding of both the house and garage.

These projects demonstrate the beneficial uses the BHF supports, and the opportunity for homeowners to use the BHF as a tool in making much-needed improvements.

The good news is that funding is still available, and that additional grant funding is projected to continue to grow over the next 20 years.

More than \$75,000 of grant funds are still available from an initial funding allotment by the Genesee Gateway Local Development Corporation (GGLDC), a GCEDC affiliate. An additional \$50,000 in annual funding will be contributed under our partnership from the MedTech Landing market-rate housing development on Assemblyman R. Stephen Hawley Drive.

Interested in how the Batavia Home Fund can assist a project in your neighborhood? Visit [www.gcedc.com/bataviahomefund](http://www.gcedc.com/bataviahomefund) to learn more.

- GCEDC President & CEO Mark Masse, Town of Batavia Supervisor Greg Post, and City of Batavia Manager Rachael Tabelski

# High School Gameday Promotion with WBTA

## 2025 Gameday Schedule

- **Sept. 5 @ Batavia vs HFL**  
*Featured Batavia*
- **Sept. 6 @ Notre Dame/Byron-Bergen vs LWP**  
*Featured Notre Dame*
- **Sept. 12 @ LeRoy/Cal-Mum vs Haverling**  
*Featured LeRoy*
- **Sept. 19 @ Attica vs Oakfield-Alabama/Elba**  
*Featured Attica*
- **Sept. 27 @ Alexander/Pembroke vs Haverling**  
*Featured Alexander*
- **Oct. 3 @ LeRoy/Cal-Mum vs Alexander/Pembroke**  
*Featured Cal-Mum*
- **Oct. 11 @ Oakfield-Alabama/Elba vs York/Pavilion**  
*Featured Elba*
- **Playoff Games TBD**



## Positive Impacts

- Promotes students in career-track programs in high school & GV BOCES
- Connects parents and community to *ACT National Career Readiness Certificates* and the *Genesee County Career Roadmap*
- Pre-Event Meetings with High Schools raise awareness of GCEDC workforce efforts and opportunities to collaborate

- **30 Minute On-Site Pregame Show Broadcast on Radio and Facebook**
- **Interviews with Career-Focused Students and Sports-to-Workforce Messages**

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

DRAFT

	<u>9/30/25</u>	<u>8/31/25</u>	[Per Audit] <u>12/31/24</u>
<b>ASSETS:</b>			
Cash - Unrestricted (1)	\$ 11,907,073	\$ 15,796,172	\$ 11,476,689
Cash - Restricted (A) (2)	25,029,021	29,559,759	44,694,211
Cash - Reserved (B) (3)	7,671,852	4,096,657	5,317,168
Cash - Subtotal	44,607,946	49,452,588	61,488,068
Grants Receivable (4)	559,987	559,487	169,266
Accounts Receivable - Current (5)	275,957	440,268	387,753
Interest Receivable	56,486	37,659	70,521
Deposits (6)	148,593	148,593	218,152
Prepaid Expense(s) (7)	28,007	35,912	38,286
Loans Receivable - Current	60,748	61,145	62,739
<b>Total Current Assets</b>	<b>45,737,724</b>	<b>50,735,652</b>	<b>62,434,785</b>
Land Held for Dev. & Resale (8)	46,712,892	41,781,617	28,685,435
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	46,784,149	41,852,874	28,756,692
Less Accumulated Depreciation	(70,985)	(70,930)	(70,493)
<b>Net Property, Plant &amp; Equip.</b>	<b>46,713,164</b>	<b>41,781,944</b>	<b>28,686,199</b>
Accounts Receivable- Noncurrent (9)	4,150,000	4,150,000	4,150,000
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	67,428	71,822	113,896
Right to Use Assets, Net of Accumulated Amortization	5,605	5,605	5,605
<b>Other Assets</b>	<b>4,223,033</b>	<b>4,227,427</b>	<b>4,269,501</b>
<b>TOTAL ASSETS</b>	<b>96,673,921</b>	<b>96,745,023</b>	<b>95,390,485</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (15)	374,100	374,100	374,100
<b>Deferred Outflows of Resources</b>	<b>374,100</b>	<b>374,100</b>	<b>374,100</b>
<b>LIABILITIES:</b>			
Accounts Payable (10)	198,681	115,954	3,710,216
Loan Payable - Genesee County - Current (11)	335,000	335,000	325,000
Accrued Expenses	73,485	56,792	32,116
Lease Payable	5,604	5,604	5,604
Customer Deposits (12)	31,355	44,187	68,387
Unearned Revenue (13)	23,759,667	28,336,957	40,179,526
<b>Total Current Liabilities</b>	<b>24,403,792</b>	<b>28,894,494</b>	<b>44,320,849</b>
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)	356,081	356,081	356,081
<b>Total Noncurrent Liabilities</b>	<b>7,402,568</b>	<b>7,402,568</b>	<b>7,737,568</b>
<b>TOTAL LIABILITIES</b>	<b>31,806,360</b>	<b>36,297,062</b>	<b>52,058,417</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (15)	194,200	194,200	194,200
<b>Deferred Inflows of Resources</b>	<b>194,200</b>	<b>194,200</b>	<b>194,200</b>
<b>NET ASSETS</b>	<b>\$ 65,047,461</b>	<b>\$ 60,627,861</b>	<b>\$ 43,511,968</b>

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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 Project Origination Fee installments due within 12 months of the balance sheet date (Hecate Solar \$275K), 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.

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

**DRAFT**

	YTD				2025	2025
	9/30/25	9/30/24	2025	2024	Board Appr. Budget	YTD % of Budget
<b>Operating Revenues:</b>						
Genesee County	\$ 19,459	\$ 19,459	\$ 175,132	\$ 175,132	\$ 233,513	75%
Genesee County - WFD	2,083	2,083	18,748	18,748	25,000	75%
Fees - Projects (1)	250	7,694,692	4,859,685	8,264,158	493,000	986%
Fees - Services	7,309	7,347	65,782	66,124	87,713	75%
Interest Income on Loans	152	206	1,531	1,330	1,036	148%
Rent	2,000	1,500	23,954	11,729	22,123	108%
Common Area Fees - Parks	-	-	2,814	803	824	342%
Grants (2)	4,577,780	413,537	17,454,366	1,525,761	51,578,018	34%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	225,000	225,000	300,000	75%
GCFC Grant - Econ. Dev. Program Support	-	-	-	-	-	N/A
Land Sale Proceeds	-	1,390,000	-	1,390,000	-	N/A
BP <sup>2</sup> Revenue	7,841	-	15,215	11,431	31,177	49%
Other Revenue (3)	12,833	1,293	215,963	8,348	62,662	345%
<b>Total Operating Revenues</b>	<b>4,654,707</b>	<b>9,555,117</b>	<b>23,058,190</b>	<b>11,698,564</b>	<b>52,835,066</b>	<b>44%</b>
<b>Operating Expenses</b>						
General & Admin	176,714	80,403	1,137,347	1,723,143	1,681,035	68%
Professional Services (4)	27,699	5,625	220,858	84,910	219,362	101%
Site Maintenance/Repairs	1,301	2,008	17,474	26,701	45,500	38%
Property Taxes/Special District Fees	-	(56)	3,873	4,130	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)	75,270	3,257	620,871	163,737	34,565,696	1.8%
Cost of Land Sales	-	465,964	-	465,964	-	N/A
Lease Expense	-	-	-	-	-	-
Real Estate Development (6)	4,931,275	411,880	18,027,456	976,297	21,334,804	84%
Balance Sheet Absorption	(4,931,275)	(411,880)	(18,027,456)	(976,297)	-	N/A
<b>Total Operating Expenses</b>	<b>280,984</b>	<b>557,201</b>	<b>2,081,707</b>	<b>2,534,352</b>	<b>58,050,332</b>	<b>4%</b>
<b>Operating Revenue (Expense)</b>	<b>4,373,723</b>	<b>8,997,916</b>	<b>20,976,483</b>	<b>9,164,212</b>	<b>(5,215,266)</b>	
<b>Non-Operating Revenue</b>						
Other Interest Income	45,877	42,070	559,010	399,450	173,000	323%
<b>Total Non-Operating Revenue</b>	<b>45,877</b>	<b>42,070</b>	<b>559,010</b>	<b>399,450</b>	<b>173,000</b>	<b>323%</b>
<b>Change in Net Assets</b>	<b>4,419,600</b>	<b>9,039,986</b>	<b>21,535,493</b>	<b>9,563,662</b>	<b>\$ (5,042,266)</b>	
<b>Net Assets - Beginning</b>	<b>60,627,861</b>	<b>28,631,113</b>	<b>43,511,968</b>	<b>28,107,437</b>		
<b>Net Assets - Ending</b>	<b>\$ 65,047,461</b>	<b>\$ 37,671,099</b>	<b>\$ 65,047,461</b>	<b>\$ 37,671,099</b>		

**Significant Events:**

1. Fees Projects - 8250 Park Road (Hotel); YTD Project origination fees include AppleTree Acres, LLC & Ivy Village, 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 S33M, S8M 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.

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

DRAFT

	9/30/25	YTD
<b>CASH FLOWS USED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 21,542	\$ 215,422
Fees - Projects	100,250	4,943,685
Fees - Services	21,928	65,784
Interest Income on Loans	142	1,522
Rent	2,000	35,888
Common Area Fees - Parks	-	2,814
Grants	-	544,240
BP <sup>2</sup> Revenue	7,841	15,215
GGLDC Grant - Economic Development Program Support	75,000	225,000
Other Revenue	12,833	215,963
Repayment of Loans	4,791	48,459
Customer Deposit	-	48,804
General & Admin Expense	(112,364)	(1,044,857)
Professional Services	(40,531)	(383,392)
Site Maintenance/Repairs	(1,301)	(27,895)
Site Development	(75,270)	(789,214)
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	(4,931,275)	(20,650,859)
Net Cash Used By Operating Activities	(4,914,414)	(17,118,578)
<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)	69,772	563,456
Net Change in Cash	(4,844,642)	(16,880,122)
Cash - Beginning of Period	49,452,588	61,488,068
Cash - End of Period	\$ 44,607,946	\$ 44,607,946
<b>RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 4,373,723	\$ 20,976,483
Depreciation Expense	55	492
Decrease (Increase) in Operating Accounts/Grants Receivable	163,811	(278,925)
Decrease in Deposits	-	69,559
Decrease in Prepaid Expenses	7,905	10,279
Decrease in Loans Receivable	4,791	48,459
Increase in Land Held for Development & Resale	(4,931,275)	(18,027,457)
Increase (Decrease) in Operating Accounts Payable	40,005	(3,501,946)
Increase in Accrued Expenses	16,693	41,369
Decrease in Unearned Revenue	(4,577,290)	(16,419,859)
Decrease in Customer Deposits	(12,832)	(37,032)
Total Adjustments	(9,288,137)	(38,095,061)
Net Cash Used By Operating Activities	\$ (4,914,414)	\$ (17,118,578)

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4 Associate Drive  
Oneonta, New York 13820  
Phone: (607) 432-8700  
Fax: (607) 432-5122  
www.mmscpas.com



**MOSTERT, MANZANERO & SCOTT, LLP**  
*Certified Public Accountants*

Deborah L. Mostert, CPA  
Anthony T. Manzanero, CPA  
Mary E. Manzanero, CPA  
David E. Brownell, CPA  
Jason L. Waite, CPA

October 2, 2025

Board of Directors and  
Lezlie Farrell  
Genesee County Industrial Development Agency  
dba Genesee County Economic Development Center  
99 MedTech Drive, Suite 106  
Batavia, NY 14020

We are pleased to confirm our understanding of the services we are to provide for the Genesee County Industrial Development Agency dba Genesee County Economic Development Center (GCEDC) for the year ended December 31, 2025.

#### **Audit Scope and Objectives**

We will audit the financial statements of the GCEDC, which comprise of the combined statement of net position as of December 31, 2025, and the related combined statement of revenues, expenses and changes in net position and combined statement of cash flows, including the disclosures to the financial statements, as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the GCEDC's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the GCEDC's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of GCEDC's's Proportionate Share of the Net Position Asset (Liability) – Employees' Retirement System
- Schedule of the GCEDC's Pension Contributions – Employees' Retirement Systems

We have also been engaged to report on supplementary information other than RSI that accompanies GCEDC's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole:

- Combining Statement of Net Position;
- Combining Statement of Revenues, Expenses and Changes in Net Position;
- Schedule of Bonds and Leases Outstanding;
- Schedule of Leases Terminating During the Year;
- Schedule of Land Development Agreements Outstanding; and
- Schedule of Land Agreements Termination During the Year.

Furthermore, we have been engaged to report on GCEDC's Compliance with the New York State Comptroller's Investment Guidelines for Public Authorities and Section 2925 of the New York State Public Authorities Law. We will issue a separate auditors' report which will provide an opinion on GCEDC's Compliance with Investment Guidelines for Public Authorities.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatements, whether due to fraud or error; and issue an auditors' report that includes our opinion about whether your financial statements are presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

#### **Auditors' Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government auditing Standards*, issued by the Comptroller General of the United States, and will include test of your accounting records of the GCEDC and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the GCEDC's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement.

#### **Audit Procedures – Internal Control**

We will obtain an understanding of the GCEDC and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of GCEDC's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will assist in preparing the financial statements and related notes of the GCEDC in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, and for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the GCEDC involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the GCEDC received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on supplementary information in any document that contains, and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities relating to the financial statements and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing. We will provide copies of our reports, upon request; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mostert, Manzanero & Scott, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to your funding sources or the U.S. Government Accountability Office for the purpose of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. If requested, access to such audit documentation will be provided under the supervision of Mostert, Manzanero & Scott, LLP personnel. Furthermore, upon request we may provide photocopies of selected audit documentation to your funding source, the aforementioned parties. Those parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of six years after the report release is issued or for any additional period requested by the cognizant agency, oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jason L. Waite, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report.

Estimated fees for these services will be based on the actual time spent at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Based on our preliminary estimates, fee is estimated at \$11,000. If a single audit is required, the fee is estimated to be \$13,500 and we will require you to sign an addendum to this engagement letter that covers items specific to a single audit. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will adjust the fees accordingly.

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm name, you agree to provide us with printer's proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. It is agreed by Genesee County Industrial Development Agency dba Genesee County Economic Development Center and Mostert, Manzanero & Scott, LLP or any successor in interest that no claim by or on behalf of either party arising out of services rendered pursuant to this agreement shall be initiated more than three years after the date of the review report or one year after the date of termination of Mostert, Manzanero & Scott, LLP's services.

### **Reporting**

We will issue a written report upon completion of our audit of Genesee County Industrial Development Agency financial statements. Our report will be addressed to the board of directors of GCEDC. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state that 1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing and not to provide an opinion on the effectiveness of the GCEDC's internal control on compliance and 2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering GCEDC's internal control and compliance.

The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that GCEDC is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Genesee County Industrial Development Agency dba Genesee County Economic Development Center and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Mostert, Manzanero & Scott, LLP*

Mostert, Manzanero & Scott, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Genesee County Industrial Development Agency dba Genesee County Economic Development Center.

By: \_\_\_\_\_  
Board Member Title Date

By: \_\_\_\_\_  
Lezlie Farrell Title Date

## **GCEDC**

Lezlie Farrell – Finance & Operations  
**Audit & Finance Committee Report**  
**October 28, 2025**

### **Cleaning Services**

#### **Discussion:**

Included with the meeting materials is an MOU with Genesee Community College (GCC) for cleaning of GCEDC offices and the Innovation Zone. GCC will clean these areas two times per week for a total cost of \$7,500/year.

The MOU term is from 1/1/26 – 12/31/26 and extends automatically unless either party gives written notice to the other to cancel no less than 60 days prior to the anniversary date.

For reference, 2025 common area cleaning services from Commercial Cleaning Services, Inc. were approved with a not to exceed amount of \$8,000 plus reimbursement for supplies.

**Fund Commitment:** \$8,000; Maintenance/Repair/Cleaning; included in the approved 2026 GCEDC Budget.

**Action Requested:** Recommend approval of the MOU with GCC for common area cleaning services.

# Memorandum of Understanding

Cleaning Services

MedTech Centre

This Memorandum of Understanding (“MOU”) is entered into between **Genesee Community College (GCC)** and **Genesee County Economic Development Center (GCEDC)** for the purpose of outlining the cleaning services to be provided by GCC of the GCEDC offices and Innovation Zone, located at **99 MedTech Drive, Batavia, NY 14020 – Suite 106 and Suite 107.**

## Scope of Services:

1. Service frequency – two (2) times per week (after 5:00pm).
2. Perform general cleaning of both Suites including offices, conference rooms and kitchenettes.
3. Disinfect / Sanitize kitchenette including microwave, refrigerator, counter-tops and sink.
4. Supply all cleaning supplies needed to perform the job (including trash bags).
5. Empty all trash receptacles and replace liners. Place all collected trash in the designated dumpster.
6. Vacuum / dust-mop all floor surfaces.
7. Wet mop all hard floor surfaces.
8. Spot clean interior glass including doors and mirrors.

GCC agrees to sign an indemnification agreement and provide insurance certificates on an annual basis as described in the agreement.

This MOU shall become effective January 1, 2026 and remain in effect through December 31, 2026. Upon expiration of the initial term, this agreement shall be extended automatically on an annual basis. Unless either party gives written notice to the other to cancel said agreement no less than sixty (60) days prior to the anniversary date of the initial term or any other extended term.

**Scheduled Janitorial Services as outlined above: \$625 Per Month (\$7,500/ Year)**

Agreed to by:

\_\_\_\_\_

Genesee Community College

\_\_\_\_\_

Mark A. Masse  
President / CEO  
GCEDC

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GCEDC

Jim Krencik, Marketing and Communications Director

Audit and Finance Committee Report

October 28, 2025

**Greater Rochester Enterprise (GRE) – GCEDC Support**

Greater Rochester Enterprise (GRE) is our non-profit regional economic development organization supported by a team of private and public-sector leaders in the Finger Lakes region to grow the economy in Genesee County and our eastern neighbors.

This funding request supports GRE staff partnerships with GCEDC’s business development, sales and marketing, site development, and talent attraction efforts. GCEDC also receives an active role on Greater Rochester Enterprise’s board of directors.

GRE staff directly enhance GCEDC’s active sales funnel at STAMP and our shovel-ready sites. Notably, GRE has provided critical regional connections that further project due diligence and project implementation, as with Edwards Genesee. GRE’s support also enabled the FAST NY program’s legislative approval, STAMP’s successful FAST NY application, and the designation of our region as a Federal Tech Hub.

**Board Request:** An investment renewal of \$55,000 to Greater Rochester Enterprise for the 2026 calendar year. This expenditure is at the same level as in 2025. The requested funding was anticipated in the 2026 GCEDC dues and subscriptions budget.

**Professional Services Agreement**  
**between**  
**Genesee County Economic Development Center**  
**and**  
**Greater Rochester Enterprise**

**Dated: January 2026**

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## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this 1<sup>st</sup> day of January, 2026 and is by and between the **Genesee County Economic Development Center (GCEDC)**, a New York corporation, with offices at 99 MedTech Drive, Batavia, NY 14020 ("County") and **GREATER ROCHESTER ENTERPRISE, INC.**, a New York not-for-profit Corporation, with offices at 100 Chestnut Street, Rochester, New York 14604 ("GRE").

WITNESSETH:

**WHEREAS**, GRE and GCEDC have been working in cooperation since GRE's founding in 2002 in an effort to streamline local and regional economic development efforts to facilitate the strengthening of the local economy and providing for more and better jobs for community residents;

**WHEREAS**, the parties hereto in furtherance of said partnership are desirous of implementing and providing for a further evolution and definition of said partnership so as to encompass the GCEDC's role promoting the economic growth of Genesee County and the creation of jobs, and attracting new businesses to the region;

**WHEREAS**, the GCEDC is desirous in obtaining the services of GRE to assist it in its efforts in this regard; and

**WHEREAS**, GRE is willing, able and qualified to perform such services;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

### 1. PURPOSE

The purpose of this Agreement is to provide an integrated economic development system to address the duplication that exists in local and regional economic development efforts. Such a system will streamline and consolidate business access to available economic development programs and assistance by creating a "one-stop" shop for economic development. Such a system will also enable the community to speak with one unified voice in attracting new businesses to Genesee County and will maximize efforts to strengthen the local economy and provide for more and better jobs for community residents.

### 2. SCOPE OF SERVICES

In furtherance of the above stated purposes, GRE hereby agrees to perform certain economic development services for GCEDC as particularly set forth and described on Schedule A which is made a part hereof. The parties recognize and agree that GRE's services as set forth on Schedule A for the purposes mentioned above will be principally and primarily focused on the attraction of new businesses and good paying jobs to Genesee County.

### 3. TERM OF CONTRACT

The initial term of this agreement shall be from January 1, 2026 through December 31, 2028.

### 4. CONTRACT AMOUNT

GRE agrees to accept in full satisfaction of all of its expenses and compensation for its services under this Agreement, annual payment in the amount of \$55,000 payable on May 1, 2026 subject to the submission of a properly executed invoice.

#### 5. OWNERSHIP OF WORK

Subject to client requested confidentiality, the parties shall have reasonable access to the work product and information created pursuant to the Agreement including, but not limited to, software and software applications. The foregoing also includes passwords and password access where applicable. Furthermore, subject only to third party license agreements, the parties shall have the right to download any and all work product and information. This access shall continue for a period of one year after the termination of the Agreement or, with respect to a specific project, until that project is terminated. To the extent that equipment or materials are purchased solely for GCEDC with funds solely provided pursuant to the Agreement and are not consumed in the performance of the Agreement functions, they shall vest in and be returned to the GCEDC upon the termination of the Agreement. Notwithstanding the foregoing, the parties acknowledge that they have and will continue to create material and develop information related to economic development activities that are outside the scope of this Agreement and that GRE, in the event of a termination of this Agreement for any reason, may continue to use all work product, data, software and software applications and all other information developed or acquired by GRE during the term of this Agreement whether developed or acquired by use of the payments received pursuant to this Agreement.

#### 6. INDEPENDENT GRE STATUS

GRE covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that it, its employees or agents will neither hold themselves out nor claim to be an officer or employee of GCEDC nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, Unemployment benefits, Social Security or retirement membership or credit.

#### 7. NON-DISCRIMINATION

GRE agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

#### 8. INSURANCE

GRE will, at its own expense, procure and maintain a policy or policies of insurance during the term of this agreement. The policy or policies of insurance required are standard Workers Compensation and Disability Insurance, if required by law; general liability insurance (including without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate coverage; automobile liability insurance in the amount or \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the GCEDC, shall be delivered to the County before final execution of the Agreement and original renewal certificated conforming to the requirements of this section shall be delivered to the GCEDC at least sixty (60) days prior to the expiration of the policy or policies of insurance. GRE's general liability insurance and

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automobile liability insurance shall provide for and name the GCEDC as an additional insured. All policies shall insure GCEDC for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing, duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the GCEDC.

If any required insurance coverage contains aggregate limits or apply to other operations of GRE, outside of those required by the Agreement, GRE shall provide the GCEDC with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords the GCEDC. GRE shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

GRE certifies that it is in compliance with the New York State Worker's Compensation and Disability Benefits Law, and certificates evidencing compliance are herewith attached.

#### 9. NOTICE AND DEMAND

Unless otherwise provide in this Agreement, any notice, demand or other communication required to be given under this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, or delivered personally to the following addresses:

In the case of GRE:

Matthew Hurlbutt, President & CEO  
Greater Rochester Enterprise  
100 Chestnut Street, Suite 1910  
Rochester, New York 14604

In the case of GCEDC

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

Or at such other address with respect to either party as such may, from time to time, designate in writing and forward to the other as provided in this Section.

#### 10. TERMINATION

This Agreement may be terminated on the occurrence of any of the following events:

- A. Mutual consent of the parties.
- B. By GCEDC at the end of the initial term of this Agreement or at the end of any additional term upon one hundred eighty (180) days written notice to GRE prior to the end of the initial term of this Agreement or prior to the end of any additional term.
- C. By GCEDC upon the failure by GRE to provide the services required under Section 2 of this contract; provided, however, GCEDC shall give GRE written notice of any such failure and a period of thirty (30) days to cure the failure described in the notice. In the event a failure is not cured within thirty (30) days of the receipt by GRE of such notice, then GCEDC may terminate this Agreement.
- D. By GRE in the event GCEDC fails to pay any installment payment when due; provided, however, GRE shall give GCEDC written notice of such failure and ten (10) days notice within which to make the payment.

Upon termination of this Agreement, all unpaid sums for services performed as of the date of termination, whether or not invoiced at that date, shall become immediately due and payable.

11. CONTRACTOR QUALIFIED, LICENSED, ETC.

GRE represents and warrants to GCEDC that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

12. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between GCEDC and GRE and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

13. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

GRE acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations

14. MISCELLANEOUS

GRE agrees to comply with all confidentiality and access to information requirements in Federal, State and local laws and regulations.

15. AMENDMENT

This Agreement may not be amended except in writing signed by the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

GREATER ROCHESTER ENTERPRISE, INC.

By: \_\_\_\_\_  
Matthew C. Hurlbutt, President & CEO

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

By: \_\_\_\_\_  
Mark Masse, President & CEO

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## Schedule A

### ECONOMIC DEVELOPMENT SERVICES

#### General

A. GRE will seek out and utilize opportunities, cooperatively with the economic development partners of Genesee County, to attract to Genesee County businesses now located outside of Genesee County, New York.

B. GRE will support entrepreneurship and innovation in Genesee County.

C. GRE will collaborate with government leaders, businesses, universities, and not-for-profit organizations to help ensure a united approach to economic development within Genesee County and the Greater Rochester, NY region by acting as ambassadors to (i) promote Genesee County (ii) connect businesses with resources in Genesee County, and (iii) lead initiatives, as appropriate, to increase resources for new and established businesses.

D. GRE will support Genesee County in its efforts to encourage existing businesses to stay and expand in Genesee County and to retain the intellectual talent and assets located in Genesee County.

END

GCEDC

Jim Krencik, Marketing and Communications Director

Audit and Finance Committee Report

October 28, 2025

**Invest Buffalo Niagara (InBN) – GCEDC Support**

Invest Buffalo Niagara (InBN) is our non-profit regional economic development organization supported by a team of private and public-sector leaders in the Western New York region to grow the economy in Genesee County and our western neighbors.

This funding request supports InBN staff partnerships with GCEDC's business development, sales and marketing, site development, and talent attraction efforts. GCEDC also receives an active role on Invest Buffalo Niagara's board of directors.

InBN staff directly enhance GCEDC's active sales funnel at STAMP and our shovel-ready sites. Notably, InBN has provided critical regional connections to support workforce development and marketing collaterals.

InBN's support also enabled the FAST NY program's legislative approval, STAMP's successful FAST NY application, and the designation of our region as a Federal Tech Hub.

**Board Request:** An investment renewal of \$25,000 to Invest Buffalo Niagara for the 2026 calendar year. This expenditure is at the same level as in 2025. The requested funding was anticipated in the 2026 GCEDC dues and subscriptions budget.

October 21, 2025

Mr. Mark Masse  
President & CEO  
Genesee County Economic Development Center  
99 MedTech Drive, Suite 106  
Batavia, New York 14020

Dear Mr. Masse:

I would like to thank you for your continued support of Invest Buffalo Niagara's efforts to grow our economy and attract business investment to our community. Your ongoing leadership and commitment has enabled InBN to mature into a successful business and economic development organization that effectively markets the Buffalo Niagara region to influencers and decision makers of location and investment opportunities.

As you know, our new fiscal year runs from July 1, 2025, through June 30, 2026. The schedule below reflects our records regarding your organization's current level of investment.

Investment	Payment Schedule
\$25,000	Semi-Annually – January, May

As a Board level investor, your contribution includes the following:

- Company representation on Board of Directors – quarterly meetings
- Opportunity to participate with InBN staff at various trade shows, industry conferences, and business development missions
- Opportunity to Chair InBN Committees
- Eligible to be nominated to participate on Executive Committee (GCEDC is currently on the Executive Committee)
- Invitation to all business development and networking events
- Access to regional marketing materials such as the Buffalo Niagara Relocation Guide

Come grow your business with us.

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- Eligible to submit content for InBN industry newsletters and blogs, and be featured on podcasts
- Exclusive showings of regional studies, i.e.: Labor Market Assessment, Target Industry Studies
- Option to receive target industry/market newsletters
- Company logo on InBN's website

As I thank you again for your participation and representation as an Invest Buffalo Niagara investor, I hope you know how much your support is appreciated and the significant positive impact it has on the growth of our region. If you have any questions or concerns, please feel free to contact me at 716-480-3912 or via e-mail at [tkucharski@buffaloniagara.org](mailto:tkucharski@buffaloniagara.org).

Sincerely,



Thomas A. Kucharski  
President & CEO

Come grow your business with us.

# GCEDC Summary Report

Lezlie Farrell

Audit & Finance Committee Meeting – October 28, 2025

Board Meeting – October 30, 2025

## Carpet Quotes

**Discussion:** The GCEDC staff received 3 bids for the replacement of carpet in the office area. After reviewing all options, staff determined that carpet tiles would be the most cost-effective and easiest to install and maintain.

Two carpet tile options were considered: nylon and polyester. After evaluating the quality, durability, and long-term value of both materials, staff recommends selecting the nylon carpet tile option to be installed by Will's Carpet. The nylon tiles provides superior durability, better wear resistance, and are expected to offer a longer service life than the polyester alternative.

**Board Action Request:** Approval is requested for an amount not to exceed \$18,000 for the purchase and installation of nylon carpet tiles for the GCEDC office, with installation to be completed by Will's Carpet.

Carpet Quotes 2025	Option 1 - Nylon Carpet Tile With Additional Rooms	Option 2 - Polyester Carpet Tile With Additional Rooms	Insurance
Will's Carpet Batavia, NY	\$17,818.00	\$15,951.00	\$2M/\$3M & Workers Comp.
Corporate Flooring Innovations Bergen, NY	\$22,722.00	\$20,630.00	\$1M/\$10M & Worker's Comp.
Genesee Flooring Batavia, NY	Supposed to meet with them on 10/3/2025 to go over the project and they never showed up or called to state why.		N/A
Brockport Custom Carpets Brockport, NY	Emailed to state that they were unable to bid on the project at this time on 10/10/2025		N/A
Ken's Carpet Center Warsaw, NY	\$30,129.20	\$30,129.20	\$1M & Worker's Comp.
Danny's Village Flooring Geneseo, NY	Never called back.		N/A

## **Cost Reimbursement Agreement with NYPA**

**Discussion:** 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 \$500,000 included in the \$56 million.

**Committee action request:** Recommend approval to fund the CRA for an additional \$500,000.

## **Reimbursement to Town of Alabama for site plan review of on site water tank**

**Discussion:** The GCEDC had completed the site plan approval of design and engineering of the on site water storage tank. The Town of Alabama hired Wendel Engineering to review the plans and recommend any actions to the Planning Board along with their Special Project Manager. The Planning Board approved the project. The GCEDC has received the attached invoice in connection with this review in the amount of \$875.00.

**Fund commitment:** The \$875.00 is covered under the existing \$56 million NYESD grant.

**Committee action request:** Recommend approval to the full Board to pay \$875.00 to the Town of Alabama.

# Invoice

## TOWN OF ALABAMA

TO: GCEDC  
 99 MedTech Dr., Suite 106  
 Batavia, NY 14020

VIA Email to Mark Masse

	Invoice Date		
	October 8, 2025		

Original Inv.	Description	Phase	Amount
	GCEDC Water Tank on STAMP		
	Boylan Law Office Invoice 3/5/25 to 10/7/25		
	Invoice attached		\$875.00
<b>Total Amount Due</b>			<b>\$ 875.00</b>

Please make checks payable to Town Of Alabama and send to 2218 Judge Road Oakfield, NY 14125

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**BOYLAN LAW OFFICE, LLP**

ATTORNEYS AND COUNSELORS AT LAW  
P.O. BOX 307, 45 WEST MAIN STREET  
LE ROY, NEW YORK 14482-0307  
(585) 768-8148 FAX (585) 768-7738

PAUL S. BOYLAN

MARK S. BOYLAN

PAUL A. BOYLAN  
(1902-1997)  
LAURENCE W. BOYLAN  
(RETIRED)

October 7, 2025

TOWN OF ALABAMA  
ROBERT CROSSEN, SUPERVISOR  
2218 JUDGE ROAD  
OAKFIELD, NY 14125

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**SERVICES FROM MARCH 5, 2025 THROUGH OCTOBER 7, 2025**

To all services in connection with the GCEDC Fire Suppression Tank at the STAMP site, conferences with Supervisor Crossen, CEO of GCEDC Mark Masse, Town Engineer Rob Klavoon.

2.5 hrs. @ \$350.00/hr.= \$875.00

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**Mowing for STAMP with Town of Alabama Highway Dept**

**Discussion** - The GCEDC received a proposal for mowing of the stormwater pond and the open area from the substation to Crosby Road at STAMP for 2024, twice a year.

**Fund commitment:** \$7,995 from operational funds of STAMP.

**Board action request:** Approval of mowing contract for \$7,995 with Town of Alabama Highway Department.

*Invoice*  
**TOWN OF ALABAMA HIGHWAY DEPT**  
 Highway Superintendent

TO: GCEDC/Mark Masse  
 99 MedTech Drive  
 Batavia, NY 14020

Phone- 585-344-4866

0625	October 20, 2025		
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<b>2.00</b>	<b>Mowing Cycles-June &amp; October</b>	<b>\$3,997.50</b>	<b>\$7,995.00</b>
	STAMP Retention Ponds		
	Substation Roadway/Screening Field		
	<b>Total</b>		

*Please make checks payable to Town Of Alabama and send to 2218 Judge Road Oakfield, NY 14125*

Thank you for your business!

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**Reimbursement to Genesee County for engineering review of the Basis of Design Report (BODR)**

**Discussion:** The GCEDC had completed the basis of design report for the sewer line to the Village of Oakfield wastewater treatment plant. Genesee County will be hiring an outside engineering firm to review the BODR on behalf of the Genesee Orleans Health Department.

**Fund commitment:** Not to exceed \$20,000 that is covered under the existing \$56 million NYESD grant.

**Committee action request:** Recommend approval to the full Board to pay up to \$20,000 to Genesee County to reimburse them for expenditures related to the review of the BODR.



October 23, 2025

Laura Wadhams  
Commissioner  
Genesee County Department of Public Works  
153 Cedar Street  
Batavia, NY 14020

RE: Proposal for Professional Services  
Review of Proposed STAMP Wastewater Infrastructure  
LaBella Proposal No.: P2506591

Dear Commissioner Wadhams:

LaBella Associates, D.P.C. ("LaBella") is pleased to submit the following proposal to provide professional services to Genesee County ("County") to review wastewater infrastructure design documentation prepared by Genesee County Economic Development Center (GCEDC) proposed to serve the Western New York Science & Technology Advanced Manufacturing Park (STAMP). This proposal outlines our understanding of the project scope, timeline, and estimation of required effort.

Our LaBella team has extensive experience with sanitary collection system evaluation and improvement projects including work of similar scope and size in the Village of Attica, Town of Irondequoit, Town of Victor, City of Hornell, and the Borough of Elkland. Attached to this proposal is a document that summarizes a recent project in Steuben County, completed on behalf of three communities and with the involvement of two Industrial Development Agencies, that is an example of our Rochester-based team's recent experience in the evaluation and design of the type of wastewater infrastructure proposed by GCEDC. Our Civil Division includes over 250 professionals, if a situation or problem arises that we have not experienced locally, we have an incredible pool of talent and professional experience to draw from.

## PROJECT UNDERSTANDING & SCOPE OF SERVICES

We understand GCEDC has prepared design documentation that presents proposed wastewater infrastructure to be constructed to serve the STAMP facility in the Town of Alabama, NY. We have familiarized ourselves with the following such documents, which outline proposed sanitary sewer piping, sanitary pump stations, and Village of Oakfield Wastewater Treatment Facility improvements:

- Permit / Agency Review Drawings for GCEDC Oakfield Force Main, dated September 2025 (67 drawings)
- Village of Oakfield Wastewater Treatment Facility Proposed Connection of STAMP Force Main Basis of Design Report, revised September 2025 (46 pages plus figures and appendices)

We understand the County is seeking professional services to review, from a public health perspective, the documents' conformance with the Recommended Standards for Wastewater Facilities, 2014 Edition (commonly referred to as "Ten States Standards") and TR-16 Guides for the Design of Wastewater Treatment Works, 2016 Revision (commonly referred to as "TR-16").

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Based on our understanding of the project and the County's desired services, we propose the following scope of services.

- Review the aforementioned documents prepared by GCEDC for conformance with Ten States Standards and TR-16. To the extent necessary to complete this task, we will review available information related to proposed system operation and hydraulic design.
  - Please note the GCEDC Basis of Design Report references reports prepared by Mountain Engineering in 2017 and 2022. For the purposes of this proposal, we have assumed that review of those reports is excluded from LaBella's scope of services.
- Complete a targeted, high-level review of the proposed method of providing power (via the proposed diesel generator) during a power outage, as related to pump station reliability. This consideration will allow us to offer a professional opinion related to the sufficiency of backup power (as shown on available Drawings) to avoid the release of untreated sanitary flow during a power outage.
- Prepare a summary report to document the review undertaken, the results of the review, and concerns, questions, or recommendations for further work, if any, that may arise.

Throughout the work, we will maintain open communication with the County to ensure the County remains informed about project status and progress. We will be available for phone calls, video meetings, and/or in-person meetings if requested by the County.

## PROPOSED FEE AND SCHEDULE

Based on the Project Understanding and Scope of Services presented above, we propose to assist the County as a partner in this Project on an hourly not-to-exceed basis, by establishing a not-to-exceed fee amount of \$20,000 and proceeding based upon the following hourly rates. We will invoice the County monthly based on the effort expended.

- Senior Engineer: \$250
- Project Manager: \$210
- Project Engineer: \$160
- Project Designer: \$140
- Junior Designer: \$95

We understand the County desires that Work on this project begin promptly. Given the current workload of the firm and our desire to meet the County's schedule requirements, we are prepared to begin work as outlined within the Scope of Services immediately upon receiving notice to proceed. Given our understanding of the project as outlined in this proposal, we anticipate the ability to deliver to you the final summary report within four (4) weeks after notice to proceed.

If this proposal is acceptable, please advise and we will prepare and send to you a proposed Professional Services Agreement for you to sign.

If you have any questions or require further clarification, please do not hesitate to contact me directly at (585) 750-0506 or via e-mail at mhiggins@labellapc.com. We appreciate the opportunity to provide this proposal to the County and look forward to working with you on this project.

Respectfully submitted,

LaBella Associates



*Matthew Higgins*

Matthew Higgins, P.E.  
Water/Wastewater Engineer / Team Leader

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# HORNELL INTERMUNICIPAL SEWER IMPROVEMENTS

## CLIENT PARTNER

Mitch Cornish  
Superintendent of Public Works  
City of Hornell  
82 Main St., PO Box 627  
Hornell, NY 14843  
(607) 324-7421  
mccornish@cityofhornell.com

Participating Municipalities and Development Agencies:

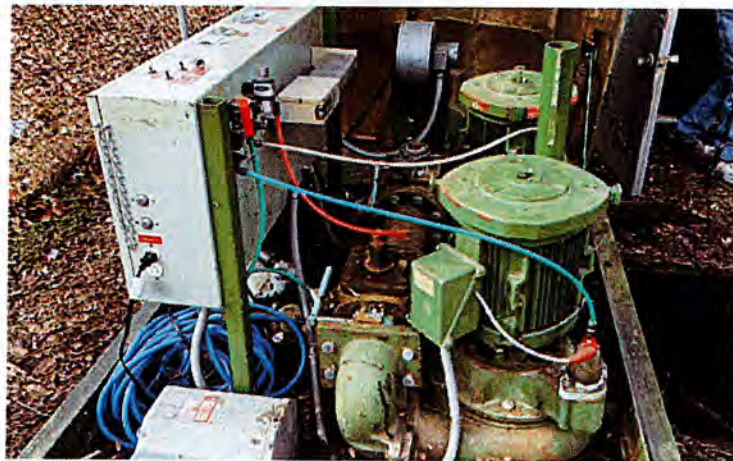
- City of Hornell
- Town of Hornellsville
- Village of North Hornell
- City of Hornell IDA
- Steuben County IDA

The City of Hornell owns and operates an activated sludge Water Pollution Control Plant (WPCP), which is permitted under the New York State Pollution Elimination Discharge System (SPDES) to treat 4.0 MGD average daily flow, and has the capacity to treat up to 8.0 MGD peak hourly flow.

The WPCP and its collection system serve the City of Hornell and parts of the neighboring Village of North Hornell and Town of Hornellsville. Four significant industrial users discharge wastewater to the collection system for treatment at the WPCP, one of which (a large dairy producer) is located at the northern-most point of the collection system. The service area is located near the western border of Steuben County, New York, and comprises approximately 4 square miles.

The City, Village, and Town, in partnership with LaBella and the City of Hornell IDA and the Steuben County IDA, completed an engineering evaluation of the following system facilities, as documented in a preliminary engineering report (PER) published in May 2025.

- Three pump stations in the Town, one in the Village, and four in the City.
- Trunk line piping between the pump stations north of the City.



Based on the engineering evaluation completed and as outlined in the May 2025 PER, LaBella recommends the following improvements:

- Within the Town: Replace three pump stations (new wet wells and pumping equipment) and replace aging trunk line piping.
- Within the Village: Replacement of one pump station (new wet well and pumping equipment) and lining of trunk main piping (in accordance with CCTV inspection completed in 2022).
- Within the City: Repair four existing wet wells and replace aging pumping equipment.

The opinion of probable cost to complete the recommended improvements is \$16,782,000, assuming a construction midpoint of late 2028

After completion of the engineering evaluation and preliminary engineering report, the communities engaged LaBella to assist with completion of SEQR/SHPO review, prepare and submit funding applications, and provide ongoing support to develop necessary agreements to establish ownership and O&M responsibilities for the system.



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