

**PAGE #**

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|-------------|--|---------------|
| <b>1.0</b>  | <b>Call to Order</b>   |               |
| <b>1.1</b>  | <b>Enter Executive Session</b>   | <b>4:00pm</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.  |               |
| <b>1.2</b>  | <b>Enter Public Session</b>  | <b>4:35pm</b> |
| <b>2.0</b>  | <b>Chairperson's Report &amp; Activities</b>   | <b>4:35pm</b> |
| <b>2.1</b>  | Upcoming Meetings:   |               |
|             | Next Scheduled Board Meeting: Thursday, June 5 <sup>th</sup> at 4 p.m.   |               |
|             | Audit & Finance Committee Meeting: Tuesday, June 3 <sup>rd</sup> at 8:30 a.m.  |               |
|             | STAMP Committee Meeting: Wednesday, June 4 <sup>th</sup> at 8 a.m.   |               |
| <b>2.2</b>  | Agenda Additions / Deletions / Other Business <b>**Vote</b>  |               |
| <b>2.3</b>  | Minutes: March 27, 2025 <b>**Vote</b>  |               |
| <b>3.0</b>  | <b>Report of Management –</b>  |               |
| <b>3.1</b>  | Ivy Village Phase II – Initial Resolution – C. Suozzi <b>**Vote</b>  | <b>4:40pm</b> |
| <b>3.2</b>  | AppleTree Acres, LLC – Final Resolution – C. Suozzi  |               |
|             | a. UTEP <b>**Vote</b> – C. Suozzi  |               |
|             | b. Final Resolution <b>**Vote</b> – C. Suozzi  |               |
| <b>3.3</b>  | Apple Tree Acres Economic Impact – J. Krencik  |               |
| <b>4.0</b>  | <b>Audit &amp; Finance Committee – K. Manne</b>  | <b>4:55pm</b> |
| <b>4.1</b>  | 1 <sup>st</sup> Quarter Financial Statements <b>**Vote</b>   |               |
| <b>4.2</b>  | MTC Lease Extension with GGLDC <b>**Vote</b>   |               |
| <b>5.0</b>  | <b>Governance &amp; Nominating Committee – C. Yunker</b>   |               |
| <b>5.1</b>  | Officer Appointments <b>**Vote</b>   |               |
| <b>5.2</b>  | Authorized to Request Information Regarding Bank Accounts <b>**Vote</b>  |               |
| <b>5.3</b>  | Authorized Signers of Agreements, Contracts, etc. <b>**Vote</b>  |               |
| <b>5.3</b>  | Authorized Bank Signers <b>**Vote</b>  |               |
| <b>6.0</b>  | <b>STAMP Committee – P. Zeliff</b>   | <b>5:05pm</b> |
| <b>6.1</b>  | Water Tank Builders Risk Premium <b>**Vote</b>   |               |
| <b>6.2</b>  | National Grid Easement <b>**Vote</b>   |               |
| <b>6.3</b>  | RG&E Facilities Study <b>**Vote</b>  |               |
| <b>6.4</b>  | Onsite Sewer Line Bids <b>**Vote</b>   |               |
| <b>6.5</b>  | MOU with Village of Oakfield <b>**Vote</b>   |               |
| <b>6.6</b>  | NYISO Invoice <b>**Vote</b>  |               |
| <b>7.0</b>  | <b>Employment &amp; Compensation Committee – M. Gray</b>   | <b>5:10pm</b> |
| <b>7.1</b>  | Noting at this time.   |               |
| <b>8.0</b>  | <b>Housing Committee – P. Battaglia</b>  | <b>5:20pm</b> |
| <b>8.1</b>  | Nothing at this time.  |               |
| <b>9.0</b>  | <b>Other Business</b>  | <b>5:20pm</b> |
| <b>9.1</b>  | Nothing at this time.  |               |
| <b>10.0</b> | <b>Adjournment</b>   | <b>5:20pm</b> |

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**GCEDC Board Meeting**  
**Thursday, March 27, 2025**  
**Location: 99 MedTech Drive, Innovation Room**  
**4:00 PM**

**GCEDC MINUTES**

**Attendance**

Board Members: C. Yunker, C. Kemp, P. Zeliff, K. Manne, M. Clattenburg  
P. Battaglia (Video Conference, Not officially in attendance.)

Staff: M. Masse, L. Farrell, E. Finch, J. Krencik, C. Suozzi, P. Kennett

Guests: M. Brooks (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), J. Tretter (GGLDC Board Member), G. Torrey (GGLDC Board Member), R. Gaenzle (Harris Beach), M. Fitzgerald (Phillips Lytle / Video Conference), H. Owens (The Batavian), J. Wood (Morton Builders), C. Zinni (Batavia Resident), S. Bearden (Rochester Resident), J. Bearden (Rochester Resident), A. Barnes (Medina Resident), S. Howard (Syracuse Resident), A. Yocina, S. Logan (Tonawanda Seneca Nation), G. Logan (Tonawanda Seneca Nation), Genesee County Sheriff Deputy

Absent: M. Gray

**1.0 Call to Order**

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

Presentation – J. Wood with Morton Builders attended to represent the Batavia Cold Storage project. The building will be a little over 7,000 square feet on about 3 acres of land at the Ag Park. The current building for Batavia Cold Storage is 7,000 square foot and this building is for an expansion. J. Wood stated that they are not insulating the building; it is a cover for its coolers so that they do not get weathered, which makes this a simple building.

P. Zeliff asked how many docks there would be. J. Wood stated there will be two recess docks, about 30' by 50' approximately 3' below building grade with a wall system going around it and one overhead door next for the box van to be put inside at night.

C. Yunker asked where the current facility is located, and J. Wood stated 6 Treadeasy Ave.

All guests in attendance at this time, excluding GGLDC Board members and GCEDC legal counsel, left the meeting at 4:04 p.m. during executive session.

**1.1 Enter Executive Session**

K. Manne 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.

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

## **1.2 Enter Public Session**

K. Manne made a motion to enter back into public session at 4:25 p.m., seconded by M. Clattenburg and approved by all members present.

Guests were welcomed to enter the meeting at 4:25 p.m.

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

### **2.1 Upcoming Meetings:**

**Next Scheduled Board Meeting: Thursday May 1<sup>st</sup> at 4:00 p.m.**

Audit & Finance Committee Meeting: Tuesday, April 29<sup>th</sup> at 8:30 a.m.

STAMP Committee Meeting: Wednesday, April 30<sup>th</sup> at 8:00 a.m.

Annual Meeting: Friday, April 25<sup>th</sup> at 11 a.m.

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

### **2.3 Minutes: March 6, 2025 –**

**K. Manne made a motion to accept the March 6, 2025 minutes as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

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

**The item was approved as presented.**

## **3.0 Report of Management**

**3.1 Batavia Cold Storage, LLC – Initial Resolution** – Batavia Cold Storage, LLC is planning to build a 7,040 sq ft facility on 3 acres at the Genesee Valley Agri Business Park in the town of Batavia with a capital investment of \$800,000.

This project proposes creating 2 new full-time equivalent (FTE) positions.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$28,729, a mortgage tax exemption estimated at \$7,200 and a property tax abatement estimated at \$65,717 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

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

**M. Clattenburg made a motion to accept Initial Resolution #03/2025-01, authorizing the acceptance of the application and scheduling of a public hearing as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3.2 AppleTree Acres, LLC – Supplemental Resolution** – Appletree Acres, LLC revised their application. They are now proposing to construct a 20,000 square-foot expansion to an existing 50,000 square-foot warehouse located at the Apple Tree Acres corporate park.

Previously the Board approved an initial resolution and a public hearing was held for a 15,000 square foot expansion. As a result the capital investment and incentives are expected to increase as follows: The ~~\$1,015,000~~ \$1,237,000 project proposes creating 4 FTEs with an estimated salary range of \$45,000 to \$65,000 annually plus benefits.

The project is requesting assistance from the GCEDC with a sale tax exemption estimated at ~~\$48,160~~ \$58,800 and a property tax abatement estimated at ~~\$142,785~~ \$213,336 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

This supplemental resolution covers the changes to the project and authorizes a new public hearing to be held.

Resolution No. 03/2025 - 02

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) AUTHORIZING A SUPPLEMENTAL PUBLIC HEARING WITH RESPECT TO THE AMENDED PROJECT, (ii) DESCRIBING THE FORMS OF MODIFIED FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE AMENDED PROJECT, AND (iii) RATIFYING AND CONFIRMING THE FINDINGS OF THE AGENCY MADE IN THE RESOLUTION PREVIOUSLY ADOPTED BY THE AGENCY ON DECEMBER 18, 2024

**K. Manne made a motion to accept Supplemental Resolution #03/2025-02, authorizing the acceptance of the revised application and scheduling of a public hearing as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**



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

The item was approved as presented.

**3.3 Public Authorities Annual Report** - The Annual Report was included with the Board materials as a separate attachment for review. The Annual Report is being brought forward for approval to be submitted into the PARIS reporting system. There are 79 projects in our portfolio that are reporting for 2024. The net change in employment is found by comparing the FTEs before the project with what is reported for the current year.

**C. Yunker made a motion to approve the submission of the Annual Report into the PARIS reporting system; the motion was seconded by K. Manne. Roll call resulted as follows:**

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

The item was approved as presented.

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

**4.1 12/31/24 Audit** – K. Manne stated that Jason Waite of Mostert, Manzanero & Scott attended the GCEDC Audit and Finance Committee meeting to review the 2024 audit.

L. Farrell stated that no material weaknesses in internal controls were identified during the audit. It is their opinion that the audited financial statements present fairly, in all material respects, the financial position of the GCEDC as of December 31, 2024, in accordance with accounting principles generally accepted in the United States of America.

This was recommended for approval by the committee.

**K. Manne made a motion to approve the 12/31/24 Audit as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

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

The item was approved as presented.

**4.2 Greater Rochester Enterprise Funding Request** - 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.

This proposal was presented by GRE President & CEO Matt Hurlbutt at the October 31, 2024 GCEDC Board Meeting.

**Board Request:** An investment renewal of \$55,000 to Greater Rochester Enterprise for the 2025 calendar year. This expenditure is a \$3,000 increase from 2024. The requested funding was anticipated in the 2025 GCEDC dues and subscriptions budget.

This was recommended for approval by the committee.

**K. Manne made a motion to approve the Greater Rochester Enterprise Funding Request not to exceed \$55,000; the motion was seconded by C. Yunker. Roll call resulted as follows:**

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

**The item was approved as presented.**

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

**5.1** Nothing at this time.

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

**6.1 Town of Alabama Review Fees for Water Tank** – The GCEDC had completed the site plan approval of design and engineering of the onsite 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 invoices in connection with this review in the amount of \$4,375.00.

M. Masse stated another invoice from Town of Alabama was received on Monday, March 24, 2025 for \$3,077.25 which is to be added to the total cost due.

**Fund commitment:** The \$7,452.25 is covered under the existing \$56 million NYESD grant.

**Committee action request:** Recommend approval to the full Board to pay \$ 7,452.25 to the Town of Alabama.

This was recommended for approval by the committee.



**P. Zeliff made a motion to approve payment to the Town of Alabama for review fees related to the onsite water tank not to exceed \$7,452.25; the motion was seconded by C. Yunker. Roll call resulted as follows:**

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

**The item was approved as presented.**

**6.2 Escrow Agreements – Expenses** – The GCEDC Board required three data center projects that were looking at overlapping acreage to enter into agreements to cover the costs incurred by the GCEDC regarding their projects. The GCEDC Board approved the draft Escrow Agreement at the 10/31/24 Board Meeting. The agreement includes language stating - "Applicant shall reimburse invoices out of pocket consultants fees incurred in review of the Project".

At the 1/16/25 Board Meeting, the GCEDC Board approved payment of invoices to Phillips Lytle related to the data centers, not to exceed \$25,000 per company, as this was the amount that had been received from each company at that time. Per the agreements, funds are required to be replenished as necessary. Additional funds have been received from each company.

**Fund Commitment:** The total amount is to be determined. Total expenses would not exceed the total funds received from these companies under the Escrow Agreements.

**Board Action Request:** Recommend authorization to pay expenses related to the executed Escrow Agreements in place with three data center projects. Total expenses would not exceed the total funds received from these companies under the Escrow Agreements.

This was recommended for approval by the committee.

**P. Zeliff made a motion to approve payment of expenses related to the executed escrow agreements in place with the three data center projects not to exceed the total funds received from these companies; the motion was seconded by C. Yunker. Roll call resulted as follows:**

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

**The item was approved as presented.**

**6.3 CRA NYPA Agreement** – Included with the meeting materials was a First Amendment to 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 sign CRA for an additional \$500,000.

P. Zeliff noted that the memo included in the meeting materials incorrectly reflects the agreement, it is not \$250,000. The correct amount is \$500,000.

This was recommended for approval by the committee.

**P. Zeliff made a motion to approve the Cost Reimbursement Agreement with NYPA not to exceed \$500,000; the motion was seconded by C. Kemp. Roll call resulted as follows:**

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

**The item was approved as presented.**

**6.4 PSA – Stream US Data Centers** – Included with the meeting materials was a proposed Purchase and Sale Agreement with Stream U.S. Data Centers for 60 acres at \$300K/acre at the STAMP site. There are provisions in this agreement for payment regarding the megawatt usage at the substation along with a deed restriction on the number of megawatts they can utilize. Legal counsel for Stream U.S. Data Centers has not reviewed this yet. If there are any financial changes or terms that affect the payments then the agreement needs to be brought back to the STAMP Committee for approval.

The following is noted in the PSA:

- The purchaser will reimburse seller up to \$2,500 for survey map.
- The purchaser shall pay sellers' attorney fees, not to exceed \$25,000.
- The purchaser will make a \$1,800,000 refundable deposit held in escrow. Non refundable if the closing fails due to default of purchaser.

This was recommended for approval by the committee.

Resolution No. 03/2025 - 03

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING THE APPOINTMENT OF COUNSEL REGARDING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT, A DEED, AND ANY RELATED DOCUMENTS IN CONNECTION THEREWITH WITH RESPECT TO THE PROJECT PROPOSED BY STREAM U.S. DATA CENTERS, LLC.

**P. Zeliff made a motion to approve the PSA for Stream US Data Centers, and the Authorizing Resolution for the Appointment of Counsel related to the PSA as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

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

**The item was approved as presented.**

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



**7.1 Contract Employees – Merit / COLA** – P. Zeliff stated that evaluations have been completed. A Merit / COLA adjustment of 5% for contract employees was proposed by the Employment and Compensation Committee coming out of executive session.

**P. Zeliff made a motion to approve a 5% Merit /COLA Adjustment for contract employees; the motion was seconded by K. Manne. Roll call resulted as follows:**

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

**The item was approved as presented**

**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 4:32 p.m., which was seconded by K. Manne and passed unanimously.

**Customer Information**

<b>Potential Customer:</b>	Ivy Village Corp	<b>Opportunity Type:</b>	Expansion
<b>Project Street Address:</b>	143 Lake Street	<b>Opportunity Product:</b>	Property Sales & Mortgage
<b>City/Town/Village:</b>	Village of LeRoy/Town of LeRoy	<b>Type of Project:</b>	Expansion
<b>Project Description:</b>	2025 Ivy Village Corp Phase II	<b>New Jobs:</b>	1
<b>Total Capital Investment:</b>	\$3,500,000	<b>Retained Jobs:</b>	4
<b>Incentive Amount:</b>	\$865,440	<b>School District:</b>	LeRoy
<b>Benefited Amount:</b>	\$3,500,000	<b>PILOT Applicable:</b>	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

**Project Information**

<b>Organization:</b>	GCEDC		
<b>Opportunity Source:</b>	Direct/Personal Contact	<b>Date of Public Hearing:</b>	TBD
<b>Initial Acceptance Date:</b>	5/1/2025	<b>Inducement Date:</b>	TBD

**Opportunity Summary:** Ivy Village Corp is planning to construct 20 units of market-rate adult patio homes as the second phase of a three-phase, 60-unit development on 16 acres in the Village of Leroy.

The project's first phase constructed 20 units and buildings totaling 35,312 sq. ft. The second phase will add 24,960 sq. ft of new buildings for a combined construction of 60,272 sq. ft.

The project is investing \$3.5 million for the second phase.

The 2024 Genesee County Housing Needs Assessment's recommendations included expanding housing options for the growing senior population by increasing the desirable supply of new, lower-maintenance housing. Previous studies identified a need for 4,800 total units over 20 years across multiple sectors, including rental units and single-family homes.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$669,440) using our Market Rate Housing PILOT (20 + Units) schedule which averages 61.5% savings over 20 years, a sales tax abatement (\$168,000), and a mortgage tax exemption (\$28,000).

**Economic Impact:** The Fiscal impacts (discounted value) on Local Benefits totals \$2,762,708 (\$2,395,650 payroll and \$367,059 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

For every \$1 of public benefit the company is investing \$4 into the local economy.

**Project Detail (Total Capital Investment)**

<b>Building Cost (Construction):</b>	\$3,500,000
<b>Total Capital Investment:</b>	\$3,500,000

**Estimated Benefits Provided**

<b>Sales Tax Exempt:</b>	\$168,000
<b>Mortgage Tax Exempt:</b>	\$28,000
<b>Property Tax Exempt:</b>	\$669,440
<b>Total Estimated Tax Incentives Provided:</b>	\$865,440

**Total Amount Finance:** \$2,800,000



may  
4/24/25

**INITIAL RESOLUTION**  
*(Ivy Village Corp. Project – Phase II)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, May 1, 2025.

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

Resolution No. 05/2025 - \_\_\_\_\_

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

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

WHEREAS, the Agency previously undertook a certain project (the "2023 Project") for the benefit of **IVY VILLAGE CORP.**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 16.30 acres of real property located at 143 Lake Street, Village of LeRoy, Genesee County, New York (the "Land", being more particularly identified as tax parcel No. 5.-1-19.113); (ii) the planning, design and construction of 20 market-rate adult patio homes totaling approximately 35,312 square feet, along with related site and utility improvements, curbage, sidewalks, landscaping, stormwater retention and related improvements (the "2023 Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "2023 Equipment"; and, together with the Land and the 2023 Improvements, the "2023 Facility"); and

WHEREAS, in furtherance of the 2023 Project, the Agency and Company entered into (i) a Project Agreement, (ii) a Lease Agreement, (iii) a Leaseback Agreement, (iv) a Tax Agreement, and (v) related documents (collectively, the "2023 Agency Documents"), whereby the Agency appointed the Company as agent to undertake the 2023 Project and provided the Company with certain forms of financial assistance (the "2023 Financial Assistance"); and

WHEREAS, the Company has submitted an application to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of (i) the acquisition and/or retention by the Agency of a leasehold interest the Land along with the 2023 Existing Improvements and related improvements located thereon (collectively, the "Existing Improvements"); (ii) the planning, design and construction of 20 market-rate adult patio homes totaling approximately 24,960 square feet, along with related site and utility improvements, curbage, sidewalks, landscaping, stormwater retention and related improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"), such Project to be undertaken by the Agency and the Company primarily through a Project Agreement ("Project Agreement") and the amendment of the 2023 Agency Documents; and

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

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

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

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

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

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



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

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

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

Section 2. The Agency is hereby authorized to conduct a public hearing in compliance with the Act.

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

**CERTIFICATION**  
*(Ivy Village Corp. Project – Phase II)*

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on May 1, 2025, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

\_\_\_\_\_  
Secretary





**Project Name: Ivy Village Corp (Leroy)**

**Board Meeting Date: May 1, 2025**

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

### **PROJECT DESCRIPTION:**

Ivy Village Corp is planning to construct 20 units of market-rate adult patio homes as the second phase of a three-phase, 60-unit development on 16 acres in the Village of Leroy.

The project's first phase constructed 20 units and buildings totaling 35,312 sq. ft. The second phase will add 24,960 sq. ft of new buildings for a combined construction of 60,272 sq. ft.

The project is investing \$3.5 million for the second phase.

The 2024 Genesee County Housing Needs Assessment's recommendations included expanding housing options for the growing senior population by increasing the desirable supply of new, lower-maintenance housing. Previous studies identified a need for 4,800 total units over 20 years across multiple sectors, including rental units and single-family homes.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$669,440) using our Market Rate Housing PILOT (20 + Units) schedule which averages 61.5% savings over 20 years, a sales tax abatement (\$168,000), and a mortgage tax exemption (\$28,000).

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

**Project details:** The project is planning to create 1 direct job with an average salary of \$21+ per hour.

**Project details:**

**Board Discussion:**

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

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

**Project details:** The project's second phase will enhance the long-term tax base with an investment of \$3,500,000 and construction of 20 market-rate residential units totaling 24,960 sq. ft.

**Board Discussion:**

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

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

**Project details:** The project will contribute towards a “livable community” and both the 2024 Genesee County Housing Needs Assessment and the 2018 Genesee County Housing Study identify this type of housing as needed.

**Board Discussion:**

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

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

The Fiscal impacts (discounted value) on Local Benefits totals \$2,762,708 (\$2,395,650 payroll and \$367,059 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

**Project details:** For every \$1 of public benefit the company is investing \$4 into the local economy.

**Board Discussion:**

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

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

**Project details: N/A**

**Board Discussion:**

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

**Project details:** The project plans to begin construction in May of 2025 and be operational within 18 months.

**Board Discussion**

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

# MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date: 3.28.25  
 Project Title: Ivy Village Phase 2  
 Project Location: Leroy, NY

## Construction Phase - Project Assumptions

**Project Costs**  
 Enter total project costs: \$3,500,000  
 Local Construction Spending\*  
 % of locally sourced materials and labor: 100%  
 In-region construction spending: \$3,500,000

## Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
New Multifamily Building Construction	236116	100%	\$3,500,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
Most projects will only have one line related to construction type.		100%	\$3,500,000

## Operation Phase - Project Assumptions

### Jobs and Earnings from Operations

Year 1 - Enter NAICS	NAICS	Count	Per Job Annual Earnings	Total Earnings
New Multifamily Housing Construction (exc	236116	1	\$36,000	\$36,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		1		\$36,000

Year 2	NAICS	Count	Per Job Annual Earnings	Total Earnings
New Multifamily Housing Construction (exc	236116	1	\$36,000	\$36,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		1		\$36,000

Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
New Multifamily Housing Construction (exc	236116	1	\$36,000	\$36,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		1		\$36,000

## Fiscal Impact Assumptions

### Estimated Costs of Incentives

Sales Tax Exemption	%	Value	PILOT Term (Years)	20
Local Sales Tax Rate	4.00%	\$84,000	Escalation Factor	0%
State Sales Tax Rate	4.00%	\$84,000	Discount Factor	2%
Mortgage Recording Tax Exemption		\$28,000		
Local	0.50%	\$14,000		
State	0.50%	\$14,000		
Total Costs		\$865,400	Includes PILOT exemption, calculated below.	



## Property Tax Exemption

Discounted->	\$317,965	-\$571,926
--------------	-----------	------------

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

Year #	Year	Other Local Municipal Revenue	Other Payments to Private Individuals
1	2026	\$1,977	
2	2027	\$1,977	
3	2028	\$1,977	
4	2029	\$1,977	
5	2030	\$1,977	
6	2031	\$1,977	
7	2032	\$1,977	
8	2033	\$1,977	
9	2034	\$1,977	
10	2035	\$1,977	
11	2036	\$1,977	
12	2037	\$1,977	
13	2038	\$1,977	
14	2039	\$1,977	
15	2040	\$1,977	
16	2041	\$1,977	
17	2042	\$1,977	
18	2043	\$1,977	
19	2044	\$1,977	
20	2045	\$1,977	
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Total		\$39,537	\$0

## Notes

\_\_\_\_\_

Does the IDA believe the project can be accomplished in a timely fashion?

Yes

# Genesee County Industrial Development Agency

## MRB Cost Benefit Calculator

Date 3.28.25  
Project Title Ivy Village Phase 2  
Project Location Leroy, NY

**MRB** | group  
Cost-Benefit Analysis Tool powered by MRB Group

## Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment

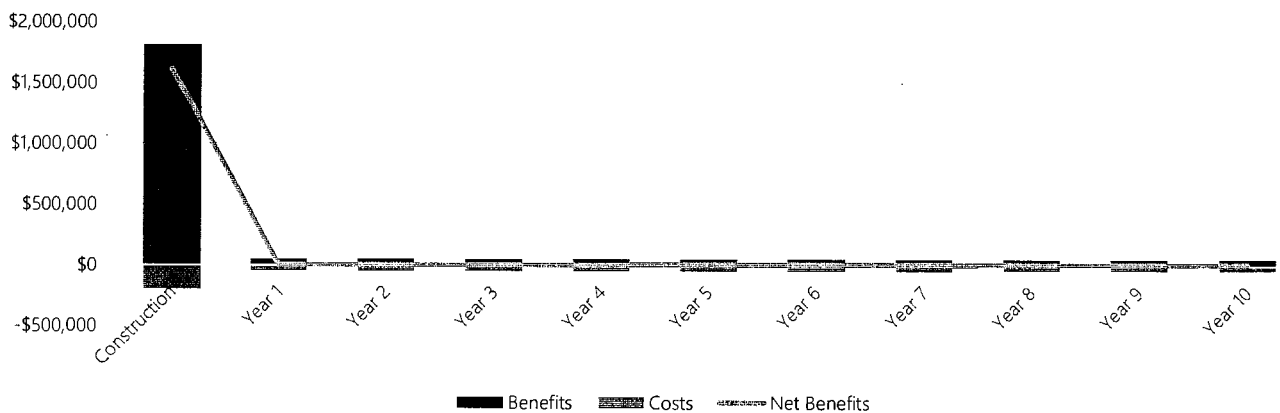
\$3,500,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	18	5	23
Earnings	\$1,466,919	\$242,691	\$1,709,610
Local Spend	\$3,500,000	\$867,469	\$4,367,469

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	1	0	1
Earnings	\$720,000	\$119,119	\$839,119

Figure 1

### Net Benefits



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

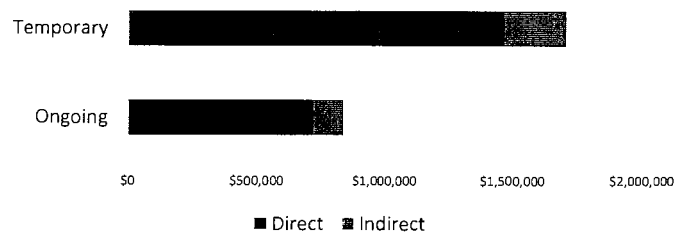
Figure 2

Figure 3

### Total Jobs



### Total Earnings





## Fiscal Impacts

### Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$669,400 ✓	\$562,769
Sales Tax Exemption	\$168,000 ✓	\$168,000
Local Sales Tax Exemption	\$84,000	\$84,000
State Sales Tax Exemption	\$84,000	\$84,000
Mortgage Recording Tax Exemption	\$28,000 ✓	\$28,000
Local Mortgage Recording Tax Exemption	\$14,000	\$14,000
State Mortgage Recording Tax Exemption	\$14,000	\$14,000
<b>Total Costs</b>	<b>\$865,400</b>	<b>\$758,769</b>

### State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$3,025,162</b>	<b>\$2,762,708</b>
To Private Individuals	\$2,548,729	\$2,395,650
Temporary Payroll	\$1,709,610	\$1,709,610
Ongoing Payroll	\$839,119	\$686,040
Other Payments to Private Individuals	\$0	\$0
To the Public	\$476,433	\$367,059
Increase in Property Tax Revenue	\$419,055	\$317,965
Temporary Jobs - Sales Tax Revenue	\$11,967	\$11,967
Ongoing Jobs - Sales Tax Revenue	\$5,874	\$4,802
Other Local Municipal Revenue	\$39,537	\$32,324
<b>State Benefits</b>	<b>\$132,534</b>	<b>\$124,574</b>
To the Public	\$132,534	\$124,574
Temporary Income Tax Revenue	\$76,932	\$76,932
Ongoing Income Tax Revenue	\$37,760	\$30,872
Temporary Jobs - Sales Tax Revenue	\$11,967	\$11,967
Ongoing Jobs - Sales Tax Revenue	\$5,874	\$4,802
<b>Total Benefits to State &amp; Region</b>	<b>\$3,157,696</b>	<b>\$2,887,282</b>

### Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$2,762,708	\$660,769	4:1
State	\$124,574	\$98,000	1:1
<b>Grand Total</b>	<b>\$2,887,282</b>	<b>\$758,769</b>	<b>4:1</b>

\*Discounted at 2%

Additional Comments from IDA

Does the IDA believe that the project can be accomplished in a timely fashion? Yes



## Client Company Investment Project Financial Assistance PROPOSAL

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

### Project Profile:

<b>Company:</b>	inputs Ivy Village Corp - Phase 2	building cost	non-mfg equipment	Date: 3/28/25
Project Description:				Start Date:
Project Cost	\$ 3,500,000	\$ 3,500,000	\$0	
Project Cost subject to Sales Tax	\$ 2,100,000	60% bldg cost + non mfg equip		
Project Cost to be Financed via Mortgage	\$ 2,800,000			
Estimated Assessed value of Real Property/Building upon completion*	\$ 1,497,600		24,960 sq ft	\$ 60.00 * Assessed \$/sq/ft
Jobs Created: next 3 years		land		
Jobs Retained: next 3 years				

### Applicable GCEDC Products:

#### Financial Assistance: Cost Reduction Through Tax Savings:

##### Sale/Leaseback (SLB):

		1 Year View	3 Year View	Project Lifetime
Sales Tax Exemption (Savings):	8.00%	\$ 168,000	\$ 168,000 ✓	\$ 168,000 ✓
Mortgage Tax Exemption (Savings):	1.00%	\$ 28,000	\$ 28,000	\$ 28,000 ✓
Real Property Tax Abatement (PILOT):				
Average Abatement (savings %) over project life	61.5%			61.5%
PILOT Term in years	20			
Gross Property Tax Costs	\$ 36.34	\$ 54,423 ✓	\$ 163,268	\$ 1,088,456
Payment Schedule (% Real Property Taxes Paid)		10%	10%	39%
Net Required Property Tax payments per PILOT		\$ 5,442	\$ 16,327	\$ 419,055
PILOT Real Property Tax Savings (Next taxable year)		\$ 48,981	\$ 146,942	\$ 669,400
Total Tax Savings via Sale/Leaseback (SLB):		\$ 244,981	\$ 342,942	\$ 865,400

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

##### Revolving Loan Fund (RLF):

	\$ Financed	Term in mo	RLF APR	Prime + 1%
Loan Factors:				
Interest Rate Savings:	\$ -	\$ -	\$ -	\$ -
<b>Gross Cost Savings via GCEDC programs:</b>	\$ 244,981	\$ 342,942	\$ 865,400	

#### Participation Fees (Costs):

GCEDC Application Fee (non-refundable):	\$ 250
GCEDC Project Fee (% Total Project Cost):	1.25% \$ 43,750
Legal Fees: SLB (Contract Development, Documentation, Filing fees)	tbd
Legal Fees: RLF (Contract Development, Documentation, Filing fees):	
Total Participation Fees:	\$ 44,000

#### Summary:

Total Costs Savings / Benefits via GCEDC programs(after participation f	\$ 200,981	\$ 298,942	\$ 821,400
Total Benefits as % Total Project Cost:	6%	9%	23%
Return on Investment (ROI) = Net Savings / Participation Fees:	457%	679%	1867%

**NOTE: PILOT REAL PROPERTY TAX ABATEMENT EFFECTIVE DATE DEPENDS UPON DATE OF SALE LEASE BACK (SLB) CLOSING COMPARED TO MUNICIPALITIES TAXABLE STATUS DATE.**

- 1) IF SLB CLOSING PRIOR TO TAXABLE STATUS DATE - PILOT WILL BE EFFECTED IN FOLLOWING TAXABLE YEAR AND CURRENT YEAR TAX BILLS WILL BE ADJUSTED ACCORDINGLY.
- 2) IF SLB CLOSING IS SUBSEQUENT TO MUNICIPALITIES TAXABLE STATUS DATE - THERE WILL BE A 12 MONTH DELAY IN PILOT IMPLEMENTATION.

**PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!**

22 4/15/25

**\$132**  
To be paid 100%

[illegible]



MAN  
3/21/25

## Customer Information

Potential Customer:	Appletree Acres, LLC	Opportunity Type:	Expansion
Project Street Address:	Roxbury Lane	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	Town of Bergen	Type of Project:	Expansion
Project Description:	Apple Tree Acres Phase 2	New Jobs:	4
Total Capital Investment:	<del>\$1,015,000</del> \$1,237,000	Retained Jobs:	N/A
Incentive Amount:	<del>\$190,945</del> \$272,136	School District:	Byron- Bergen
Benefited Amount:	<del>\$1,015,000</del> \$1,237,000	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

## Project Information

Organization:	GCEDC
Opportunity Source:	Direct/Personal Contact
Initial Acceptance Date:	12/18/2024 & 3/27/2025
Opportunity Summary:	Appletree Acres, LLC is proposing to construct a <del>15,000</del> 20,000 square-foot expansion to an existing 50,000 square-foot warehouse located at the Apple Tree Acres corporate park.

The ~~\$1,015,000~~ \$1,237,000 project proposes creating 4 FTEs with an estimated salary range of \$45,000 to \$65,000 annually plus benefits.

The project is requesting assistance from the GCEDC with a sale tax exemption estimated at ~~\$48,160~~ \$58,800 and a property tax abatement estimated at ~~\$142,785~~ \$213,336 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

**Economic Impact:** The Fiscal Impacts (discounted value) on Local Benefits totals ~~\$2,998,764~~ \$3,143,311 (~~\$2,888,207~~ \$2,987,207 in payroll and ~~\$110,557~~ \$156,104 to the public in tax revenues).  
For every \$1 of public benefit the company is investing ~~\$19~~ \$14 into the local economy.

## Project Detail (Total Capital Investment)

Building Cost (Construction):	<del>\$945,000</del> \$1,150,000
Equipment (non-taxable):	<del>\$35,000</del> \$42,000
Equipment (Taxable)	<del>\$10,000</del> \$20,000
Other Project Investment:	\$25,000
Total Capital Investment:	<del>\$1,015,000</del> \$1,237,000

## Estimated Benefits Provided

Sales Tax Exempt:	<del>\$48,160</del> \$58,800
Property Tax Exempt:	<del>\$142,785</del> \$213,336
Total Estimated Tax Incentives Provided:	<del>\$190,945</del> \$272,336

may  
3/21/25

## MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date December 11, 2024

Project Title Appletree Acres, LLC Phase 2

Project Location Bergen, NY

### Construction Phase - Project Assumptions

#### Project Costs

Enter total project costs:

\$1,237,000

Local Construction Spending\*

% of locally sourced materials and labor

In-region construction spending

#### Project Costs

Value

93%

\$1,150,000

#### Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$1,150,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
Most projects will only have one line related to construction type.		100%	\$1,150,000

### Operation Phase - Project Assumptions

#### Jobs and Earnings from Operations

##### NAICS Lookup

Year 1 - Enter NAICS

NAICS	Count	Per Job Annual Earnings	Total Earnings
General Warehousing and Storage	4	\$55,000	\$220,000
0			\$0
0			\$0
0			\$0
0			\$0
0			\$0
Total	4		\$220,000

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings
General Warehousing and Storage	4	\$55,000	\$220,000
0	0		\$0
0	0		\$0
0	0		\$0
0	0		\$0
0	0		\$0
Total	4		\$220,000

Year 3+ (Full Employment)

NAICS	Count	Per Job Annual Earnings	Total Earnings
General Warehousing and Storage	4	\$55,000	\$220,000
0	0		\$0
0	0		\$0
0	0		\$0
0	0		\$0
0	0		\$0
Total	4		\$220,000

### Fiscal Impact Assumptions

#### Estimated Costs of Incentives

Sales Tax Exemption

Local Sales Tax Rate

State Sales Tax Rate

Mortgage Recording Tax Exemption

Local

State

Total Costs

%

Value

\$58,800

4.00%

\$29,400

4.00%

\$29,400

0.50%

\$0

0.50%

\$0

\$272,136

Includes PILOT exemption, calculated below.

PILOT Term (Years)

10

Escalation Factor

0%

Discount Factor

2%

Property Tax Exemption

26



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

Year #	Year	Other Local Municipal Revenue	Other Payments to Private Individuals
1	2026	\$1,212	
2	2027	\$1,212	
3	2028	\$1,212	
4	2029	\$1,212	
5	2030	\$1,212	
6	2031	\$1,212	
7	2032	\$1,212	
8	2033	\$1,212	
9	2034	\$1,212	
10	2035	\$1,212	
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Total		\$12,120	\$0

## Notes

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Does the IDA believe the project can be accomplished in a timely fashion?

Yes

# Genesee County Industrial Development Agency

## MRB Cost Benefit Calculator

Date December 11, 2024  
 Project Title Appletree Acres, LLC Phase 2  
 Project Location Bergen, NY

**MRB** | group  
 Cost-Benefit Analysis Tool powered by MRB Group

## Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

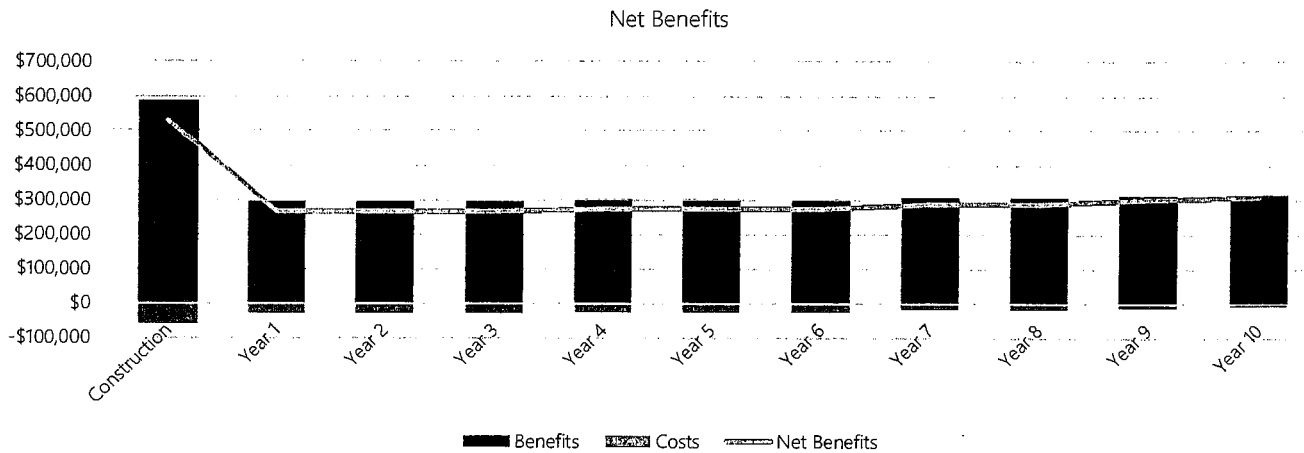
Project Total Investment

\$1,237,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	6	2	7
Earnings	\$475,567	\$79,800	\$555,367
Local Spend	\$1,150,000	\$286,370	\$1,436,370

Ongoing (Operations) Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	4	1	5
Earnings	\$2,200,000	\$507,283	\$2,707,283

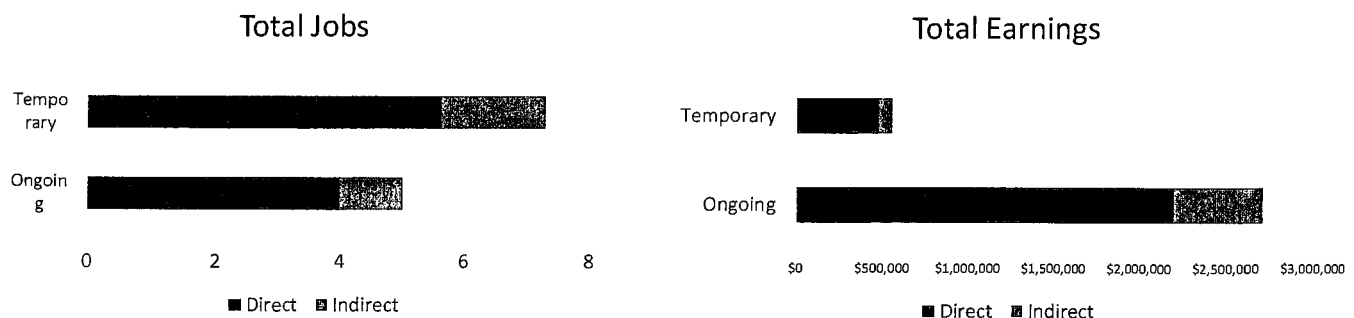
Figure 1



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

Figure 2

Figure 3



## Fiscal Impacts

### Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$213,336 ✓	\$195,078
Sales Tax Exemption	\$58,800 ✓	\$58,800
Local Sales Tax Exemption	\$29,400	\$29,400
State Sales Tax Exemption	\$29,400	\$29,400
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
<b>Total Costs</b>	<b>\$272,136</b>	<b>\$253,878</b>

### State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$3,439,833	\$3,143,311
To Private Individuals	<u>\$3,262,650</u>	<u>\$2,987,207</u>
Temporary Payroll	\$555,367	\$555,367
Ongoing Payroll	\$2,707,283	\$2,431,840
Other Payments to Private Individuals	\$0	\$0
To the Public	<u>\$177,183</u>	<u>\$156,104</u>
Increase in Property Tax Revenue	\$142,224	\$124,306
Temporary Jobs - Sales Tax Revenue	\$3,888	\$3,888
Ongoing Jobs - Sales Tax Revenue	\$18,951	\$17,023
Other Local Municipal Revenue	\$12,120	\$10,887
State Benefits	\$169,658	\$155,335
To the Public	<u>\$169,658</u>	<u>\$155,335</u>
Temporary Income Tax Revenue	\$24,992	\$24,992
Ongoing Income Tax Revenue	\$121,828	\$109,433
Temporary Jobs - Sales Tax Revenue	\$3,888	\$3,888
Ongoing Jobs - Sales Tax Revenue	\$18,951	\$17,023
<b>Total Benefits to State &amp; Region</b>	<b>\$3,609,491</b>	<b>\$3,298,646</b>

### Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$3,143,311	\$224,478	14:1
State	\$155,335	\$29,400	5:1
<b>Grand Total</b>	<b>\$3,298,646</b>	<b>\$253,878</b>	<b>13:1</b>

\*Discounted at 2%

### Additional Comments from IDA

0

Does the IDA believe that the project can be accomplished in a timely fashion? Yes





## Client Company Investment Project Financial Assistance PROPOSAL

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

### Project Profile:

#### Company:

Project Description:

Project Cost

Project Cost subject to Sales Tax

Project Cost to be Financed via Mortgage

Estimated Assessed value of Real Property/Building upon completion\*

Jobs Created: next 3 years

Jobs Retained: next 3 years

inputs

J Rental 2025 Phase II

building cost

non-mfg

equipment

Date: 2/27/25

Start Date:

\$ 1,237,000

\$ 1,150,000

\$45,000

\$ 735,000

60% bldg cost + non mfg equipt

\$ -

0%

\$ 1,200,000

-

20,000

\$ 60.00 \*

\$ -

sq ft

Assessed \$/sq/ft

### Applicable GCEDC Products:

#### Financial Assistance: Cost Reduction Through Tax Savings:

##### Sale/Leaseback (SLB):

Sales Tax Exemption (Savings):

8.00%

\$ 58,800

\$ 58,800

\$ 58,800

Mortgage Tax Exemption (Savings):

1.00%

\$ -

\$ -

\$ -

Real Property Tax Abatement (PILOT):

Average Abatement (savings %) over project life

40%

40%

PILOT Term in years

10

Gross Property Tax Costs

\$29.63

\$ 35,556

\$ 106,668

\$ -

Payment Schedule (% Real Property Taxes Paid)

60%

Net Required Property Tax payments per PILOT

\$ -

PILOT Real Property Tax Savings (Next taxable year)

\$ 35,556

\$ 106,668

\$ 213,336

Total Tax Savings via Sale/Leaseback (SLB):

\$ 94,356

\$ 165,468

\$ 272,136

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

##### Revolving Loan Fund (RLF):

\$ Financed

Term in mo

RLF APR

Prime + 1%

Loan Factors:

Interest Rate Savings:

\$ -

\$ -

\$ -

Gross Cost Savings via GCEDC programs:

\$ 94,356

\$ 165,468

\$ 272,136

#### Participation Fees (Costs):

GCEDC Application Fee (non-refundable):

\$ 250

GCEDC Project Fee (% Total Project Cost):

1.25%

\$ 15,463

Legal Fees: SLB (Contract Development, Documentation, Filing fees)

\$ 5,000

Legal Fees: RLF (Contract Development, Documentation, Filing fees):

\$ -

Total Participation Fees:

\$ 20,713

#### Summary:

Total Costs Savings / Benefits via GCEDC programs(after participation f:

\$ 73,644

\$ 144,756

\$ 251,424

National Grid

Total Savings

\$ 251,424

Total Benefits as % Total Project Cost:

6%

12%

20%

Return on Investment (ROI) = Net Savings / Participation Fees:

356%

699%

1214%

**NOTE: PILOT REAL PROPERTY TAX ABATEMENT EFFECTIVE DATE DEPENDS UPON DATE OF SALE LEASE BACK (SLB) CLOSING COMPARED TO MUNICIPALITIES TAXABLE STATUS DATE.**

1) IF SLB CLOSING PRIOR TO TAXABLE STATUS DATE - PILOT WILL BE EFFECTED IN FOLLOWING TAXABLE YEAR AND CURRENT YEAR TAX BILLS WILL BE ADJUSTED ACCORDINGLY.

2) IF SLB CLOSING IS SUBSEQUENT TO MUNICIPALITIES TAXABLE STATUS DATE - THERE WILL BE A 12 MONTH DELAY IN PILOT IMPLEMENTATION.

PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!

3/2/25

**Gross Property Tax Per Year \$ 35,556**

Year of Exemption	% of Paid Taxes	Net Savings	Municipalities Tax to be Paid	Total
1	20%	\$28,445	\$ 7,111	\$35,556
2	20%	\$28,445	\$ 7,111	\$35,556
3	20%	\$28,445	\$ 7,111	\$35,556
4	30%	\$24,889	\$ 10,667	\$35,556
5	30%	\$24,889	\$ 10,667	\$35,556
6	30%	\$24,889	\$ 10,667	\$35,556
7	50%	\$17,778	\$ 17,778	\$35,556
8	50%	\$17,778	\$ 17,778	\$35,556
9	70%	\$10,667	\$ 24,889	\$35,556
10	80%	\$7,111	\$ 28,445	\$35,556
Total	40%	\$213,336	\$142,224	\$355,560

**\$101**

To be paid 100%

Fire District fee

\$ 1,212  
\$ 1,212  
\$ 1,212  
\$ 1,212  
\$ 1,212  
\$ 1,212  
\$ 1,212  
\$ 1,212  
\$ 1,212  
\$ 1,212  
\$ 12,120



Genesee  
County  
Economic  
Development  
Center

Project Name: Appletree Acres, LLC

Board Meeting Date: March 6, 2025

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

### PROJECT DESCRIPTION:

Appletree Acres, LLC is proposing to construct a 20,000 square-foot expansion to an existing 50,000 square-foot warehouse located at the Apple Tree Acres corporate park.

The \$1,237,000 project proposes creating 4 FTEs with an estimated salary range of \$45,000 to \$65,000 annually plus benefits.

The project is requesting assistance from the GCEDC with a sale tax exemption estimated at \$58,800 and a property tax abatement estimated at \$213,336 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

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

**Project details:** The project is planning on creating 4 direct jobs with annual salaries of between \$45,000 and \$65,000 with benefits.

### Board Discussion:

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

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

**Project details:** The project will enhance long term tax base with an investment of \$1.237 million and construction of a 20,000 sq. ft. expansion in the Town of Bergen.

### Board Discussion:

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



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

**Project details:** N/A.

**Board Discussion:**

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

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

The Fiscal Impacts (discounted value) on Local Benefits totals \$3,143,311<sup>✓</sup> (\$2,987,207<sup>✓</sup> in payroll and \$156,104<sup>✓</sup> to the public in tax revenues). See attached MRB Cost Benefit Calculator.

**Project details:** For every \$1 of public benefit the company is investing \$14<sup>✓</sup> into the local economy.

**Board Discussion:**

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

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

**Project details:** N/A.

**Board Discussion:**

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

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

**Project details:** The project is planning to begin construction in January 2025 and be operational in 24 months.

**Board Discussion:**

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

may 24/25

**FINAL RESOLUTION**  
*(Appletree Acres LLC Project – Phase II)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, May 1, 2025.

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

Resolution No. 05/2025 - \_\_\_\_

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON APRIL 21, 2025, WITH RESPECT TO THE APPLETREE ACRES LLC PROJECT (AS DESCRIBED BELOW); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY (AS DEFINED HEREIN) IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT AND (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

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

WHEREAS, the Agency previously undertook a certain project (the "2022 Project") for the benefit of **APPLETREE ACRES LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at Buffalo Road, Town of Bergen, Genesee County, New York (the "Land", being more particularly identified as tax parcel No. 13.-1-59.221) and the existing improvements located thereon, consisting principally of the existing approximately 60,000 square-foot building (the "2022 Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 50,000 square-foot building to be utilized as a warehouse and storage facility (the "2022 Improvements"); and (iii) the

acquisition by the Company in and around the 2022 Improvements of certain items of machinery, equipment and other tangible personal property (the "2022 Equipment"; and, together with the Land and the 2022 Improvements, the "2022 Facility"); and

WHEREAS, in furtherance of the 2022 Project, the Agency and Company entered into (i) a Project Agreement, (ii) a Lease Agreement, (iii) a Leaseback Agreement, (iv) a Tax Agreement, and (v) related documents (collectively, the "2022 Agency Documents"), whereby the Agency appointed the Company as agent to undertake the 2022 Project and provided the Company with certain forms of financial assistance (the "2022 Financial Assistance"); and

WHEREAS, pursuant to a resolution adopted on December 18, 2024 (the "Initial Resolution"), the Agency accepted an application and described the forms of financial assistance being contemplated by the Agency with respect to a certain project (the "Original Project") to be undertaken by the Company, as agent of the Agency, consisting of: (i) the acquisition and/or retention by the Agency of a leasehold interest the Land along with the approximately 110,000 square feet of building improvements located thereon (comprised of the 2022 Existing Improvements, 2022 Improvements, and hereinafter, the "Existing Improvements"); (ii) the planning, design, construction and reconstruction of improvements to the Existing Improvements, including an approximately 15,000 square foot addition to the Existing Improvements for an aggregate total of approximately 125,000 square feet of building space to be owned and operated by the Company for expanded warehousing space, along with related utility and site improvements, parking lots, access and egress improvements, signage, curbage, sidewalks, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"), such Project to be undertaken by the Agency and the Company primarily through a Project Agreement ("Project Agreement") and the amendment of the 2022 Agency Documents; and

WHEREAS, pursuant to Section 859-a of the Act, on Friday, January 3, 2025, at 3:30 p.m., local time, at the Bergen Town Hall, 10 Hunter Street, Bergen, New York 14416, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Initial Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views; and

WHEREAS, following the Initial Public Hearing and the adoption by the Agency of the Initial Resolution, the Company informed the Agency that the Project would be amended (as so amended, the "Project") as set forth below:

(i) the acquisition and/or retention by the Agency of a leasehold interest the Land along with the approximately 110,000 square feet of building improvements located thereon (comprised of the 2022 Existing Improvements, 2022 Improvements, and hereinafter, the "Existing Improvements"); (ii) the planning, design, construction and reconstruction of improvements to the Existing Improvements, including an approximately 20,000 square foot addition to the Existing Improvements for an aggregate total of approximately 130,000 square feet of building space to be owned and operated by the Company for expanded warehousing



space, along with related utility and site improvements, parking lots, access and egress improvements, signage, curbage, sidewalks, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"), such Project to be undertaken by the Agency and the Company primarily through a Project Agreement ("Project Agreement") and the amendment of the 2022 Agency Documents.

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

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

WHEREAS, pursuant to Section 859-a of the Act, on Monday, April 21, 2025, at 4:00 p.m., local time, at Bergen Town Hall (Courtroom), 10 Hunter Street, Bergen, New York 14416, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing"), whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views; a copy of the Notice of Public Hearing published in *The Batavia Daily News*, the affidavit of publication of such newspaper, and Minutes of the Public Hearing are attached hereto as **Exhibit A**; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), the Agency must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Project; and

WHEREAS, the Town of Bergen Planning Board (the "Planning Board"), acting as "lead agency" (as such term is defined under SEQRA), undertook an "uncoordinated review" (as such term is defined under SEQRA) of the Project, determined that the Project was an "Unlisted Action" (as such term is defined under SEQRA) and on January 30, 2025, issued a "negative declaration" (as such term is defined under SEQRA) with respect to the Project (the "Negative Declaration"); and

WHEREAS, the Project Agreement, the Lease Agreement, the Leaseback Agreement, the Tax Agreement and related documents will be negotiated and presented to the President/CEO,

Chair, and/or Vice Chair of the Agency for approval and execution subject to the adoption of the resolutions herein.

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

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

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

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

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

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

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

(F) The Project involves an "Unlisted Action". The environmental review of the Project, undertaken by the Planning Board as "lead agency" was an "uncoordinated review". The Planning Board, acting as lead agency, issued the Negative Declaration. The Agency, acting as an "involved agency" (as such term is defined under SEQRA), having undertaken a thorough and comprehensive review of the materials presented by the Company, including, but not limited to, the Application and related documents delivered by the Company to the Agency, the Short Environmental Assessment Form and the Planning Board's Negative Declaration, as well as other representations made by the Company to the Agency in connection with the Project, hereby determines that the Project does not pose a potential significant adverse impact on the environment and thus adopts the Planning Board's Negative Declaration. The Agency further determines that all of the provisions of SEQRA that are required to be complied with as a

condition precedent to the approval of the Financial Assistance contemplated by the Agency with respect to the Project have been satisfied. A copy of the Short Environmental Assessment Form and Negative Declaration are attached hereto as **Exhibit B**.

Section 2. The Public Hearing held by the Agency on April 21, 2025, concerning the Project and the Financial Assistance, was duly held in accordance with the Act, including, but not limited to, the giving of at least ten (10) days published notice of the Public Hearing (such notice also being provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

Section 3. The Agency is hereby authorized to provide to the Company the Financial Assistance in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Project and (b) a partial real property tax abatement structured through the Tax Agreement.

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **\$735,000**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$58,800**. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 5. Pursuant to Section 875(3) of the Act, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any Sales and Use Tax Exemption Benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the Sales and Use Tax Exemption Benefits; (ii) the Sales and Use Tax Exemption Benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the Sales and Use Tax Exemption Benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the Sales and Use Tax Exemption Benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving Sales and Use Tax Exemption Benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any Sales and Use Tax Exemption Benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.



Section 6. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, reconstruct, renovate and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; *provided, however*, the Project Agreement shall expire on **December 31, 2027** (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered

Section 7. The President/CEO, Chair, and/or Vice Chair of the Agency are hereby authorized, on behalf of the Agency, to negotiate and enter into (A) the Project Agreement, (B) the Lease Agreement, pursuant to which the Company leases the Project to the Agency, (C) the related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, and (D) the Tax Agreement; *provided, however*, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project and (ii) the terms of the Tax Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 8. The President/CEO, Chair, and/or Vice Chair of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record any mortgage, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") (collectively, the "Mortgage") up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, and/or Vice Chair of the Agency shall approve, the execution thereof by the President/CEO, Chair, and/or Vice Chair of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the

opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 10. These Resolutions shall take effect immediately upon adoption.

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

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

The Resolutions were thereupon duly adopted.

**SECRETARY'S CERTIFICATION**  
*(Appletree Acres LLC Project – Phase II)*

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on May 1, 2025, with the original thereof on file in the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

\_\_\_\_\_  
Secretary

**Exhibit A**

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

[Attached Hereto]



**REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF  
APPLETREE ACRES PHASE II HELD ON MONDAY, APRIL 21, 2025 4:00 P.M. AT THE TOWN OF BERGEN  
TOWN HALL, 10 HUNTER STREET, BERGEN, NEW YORK, GENESEE COUNTY, NEW YORK**

**I. ATTENDANCE**

Jim Krencik, Director of Marketing and Communications – GCEDC  
Emma Finch, Operations Assistant – GCEDC

**II. CALL TO ORDER**

The public hearing of AppleTree Acres Phase II opened at 4:00 p.m. at the Bergen Town Hall, 10 Hunter Street, in Bergen, New York, Genesee County, New York.

A notice of this public hearing describing the project was published in the Batavia Daily News, a copy of which is attached and is an official part of this transcript.

**III. PROJECT SUMMARY**

This Public Hearing supplements the Public Hearing held on January 3, 2024. Appletree Acres LLC revised their application and is now proposing to construct a 20,000 square-foot expansion to an existing 50,000 square-foot warehouse located at the Apple Tree Acres corporate park.

The \$1,237,000 project proposes creating 4 FTEs with an estimated salary range of \$45,000 to \$65,000 annually plus benefits.

The project is requesting assistance from the GCEDC with a sale tax exemption estimated at \$58,800 and a property tax abatement estimated at \$213,336 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

**IV. COMMENTS**

J. Krencik began the public hearing by providing a summary of the above-outlined project. The purpose of the public hearing is to solicit comments and feedback from the public regarding the proposed incentives for the above-outlined project. There were no written comments received ahead of time to be included with the written record.

There was no public comment.

**V. ADJOURNMENT**

The public hearing was closed at 4:10 p.m.

**Exhibit B**

Negative Declaration of Planning Board

[Attached Hereto]

Project: 7005 Apple Tree Lane

Date: 1/30/2025

## Short Environmental Assessment Form

### Part 2 - Impact Assessment

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

### Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The Town of Bergen Planning Board, the established lead agency for the review of the above referenced Action, has completed Parts 2 and 3 of the Short Environmental Assessment Form; and under separate resolution, this Part 3, makes a Determination of Non-Significance upon the Actions pending before the Town of Bergen Planning Board.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Bergen Planning Board	1/30/2025
Name of Lead Agency	Date
Gary Fink	Chairperson
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
<i>[Signature]</i>	Matthew Sousa - MRB Group
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM



# CASE STUDY: APPLE TREE ACRES



Apple Tree Acres – April 2025



Apple Tree Acres – Initial Development



Apple Tree Acres – December 2014

## BUSINESS DEVELOPMENT

**185**

Acres Developed

**\$100 M**

Private Capital  
Investment Generated

**725,000**

Facilities Constructed  
(Square Feet)

## WORKFORCE BENEFITS

**419**

Current Jobs  
(Full-Time Equivalent)

**2.3x**

Current Jobs vs  
Pledged Jobs (119)

**\$30 Million**

Current Cumulative  
Estimated Payroll

## COMMUNITY BENEFITS

**\$343,000**

Annual Property Taxes &  
PILOT Revenue (2025 Rates)

**28x**

Annual Property Taxes Paid  
vs Estimated Property Taxes  
(No Development)

**\$1 Million**

Annual Property Taxes  
at PILOT Completion  
(2025 Rates)



**Genesee County Economic Development Center**  
**Dashboard For the Three Month Period Ended 3/31/25**  
**Balance Sheet - Accrual Basis**

	Three Month Period Ended <u>3/31/25</u>	[Per Audit] <u>12/31/24</u>
<b>ASSETS:</b>		
Cash - Unrestricted	\$ 11,832,498	\$ 11,476,689
Cash - Restricted (A) (1)	41,527,670	44,694,211
Cash - Reserved (B) (2)	5,102,000	5,317,168
Cash - Subtotal	<u>58,462,168</u>	<u>61,488,068</u>
Grants Receivable (3)	53,176	169,266
Accounts Receivable - Current (4)	379,395	387,753
Interest Receivable	62,827	70,521
Deposits (5)	98,692	218,152
Prepaid Expense(s) (6)	83,487	38,286
Loans Receivable - Current	<u>62,458</u>	<u>62,739</u>
<b>Total Current Assets</b>	<u><b>59,202,203</b></u>	<u><b>62,434,785</b></u>
Land Held for Dev. & Resale (7)	28,844,487	28,685,435
Furniture, Fixtures & Equipment	<u>71,257</u>	<u>71,257</u>
Total Property, Plant & Equip.	28,915,744	28,756,692
Less Accumulated Depreciation	<u>(70,657)</u>	<u>(70,493)</u>
<b>Net Property, Plant &amp; Equip.</b>	<u><b>28,845,087</b></u>	<u><b>28,686,199</b></u>
Accounts Receivable- Noncurrent (8)	4,150,000	4,150,000
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	97,773	113,896
Right to Use Assets, Net of Accumulated Amortization	<u>5,605</u>	<u>5,605</u>
<b>Other Assets</b>	<u><b>4,253,378</b></u>	<u><b>4,269,501</b></u>
<b>TOTAL ASSETS</b>	<u><b>92,300,668</b></u>	<u><b>95,390,485</b></u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Deferred Pension Outflows (14)	<u>374,100</u>	<u>374,100</u>
<b>Deferred Outflows of Resources</b>	<u><b>374,100</b></u>	<u><b>374,100</b></u>
<b>LIABILITIES:</b>		
Accounts Payable (9)	223,692	3,710,216
Loan Payable - Genesee County - Current (10)	335,000	325,000
Accrued Expenses	135	32,116
Lease Payable - Current	5,604	5,604
Customer Deposits (11)	113,081	68,387
Unearned Revenue (12)	<u>40,148,524</u>	<u>40,179,526</u>
<b>Total Current Liabilities</b>	<u><b>40,826,036</b></u>	<u><b>44,320,849</b></u>
Loans Payable - ESD (13)	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (10)	1,850,000	2,185,000
Net Pension Liability (14)	<u>356,081</u>	<u>356,081</u>
<b>Total Noncurrent Liabilities</b>	<u><b>7,402,568</b></u>	<u><b>7,737,568</b></u>
<b>TOTAL LIABILITIES</b>	<u><b>48,228,604</b></u>	<u><b>52,058,417</b></u>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Deferred Pension Inflows (14)	<u>194,200</u>	<u>194,200</u>
<b>Deferred Inflows of Resources</b>	<u><b>194,200</b></u>	<u><b>194,200</b></u>
<b>NET ASSETS</b>	<u><b>\$ 44,251,964</b></u>	<u><b>\$ 43,511,968</b></u>

### **Significant Events:**

1. Restricted Cash - 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.
2. Reserved Cash YTD - Funds have been internally reserved as matching funds related to the FAST NY grant supporting STAMP development (\$5.1M).
3. 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.
4. Accounts Receivable - Current - Includes current portion of the termed out project origination fees from GE Bergen (\$100K) and Hecate Solar (\$275K) that will be collected within the next 12 months, misc.
5. Deposits - Includes deposit paid to NY Power Authority, which will be reduced as expenses are recognized.
6. Prepaid Expense(s) - Workers compensation, cyber, D&O, life, umbrella, NYS disability, general liability insurance, misc.
7. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
8. 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.
9. Accounts Payable - Interest earned on grant funds that will be remitted to ESD, e3communications etc.
10. 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.
11. 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 if their applications.
12. 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.
13. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
14. Deferred Pension Outflows / Deferred Pension Inflows / Net Pension Liability - Accounts related to implementation of GASB 68.

(A) Restricted Cash = Customer Deposits, BP2 Funds, GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance, Batavia Home Funds.

(B) Reserved Cash = FAST NY Grant Matching Funds, Workforce Dev Funds, CBA Funds.

**Genesee County Economic Development Center**  
**Dashboard For the Three Month Period Ended 3/31/25**  
**Profit & Loss - Accrual Basis**

	Three Month Period Ended		YTD		2025 Board Appr.	2025 YTD %
	<u>3/31/25</u>	<u>3/31/24</u>	<u>2025</u>	<u>2024</u>	<u>Budget</u>	<u>of Budget</u>
<b><u>Operating Revenues:</u></b>						
Genesee County	\$ 58,378	\$ 58,378	\$ 58,378	\$ 58,378	\$ 233,513	25%
Genesee County - WFD	6,250	6,250	6,250	6,250	25,000	25%
Fees - Projects (1)	329,106	146,477	329,106	146,477	493,000	67%
Fees - Services	21,928	21,786	21,928	21,786	87,713	25%
Interest Income on Loans	550	452	550	452	1,036	53%
Rent	4,500	-	4,500	-	22,123	20%
Common Area Fees - Parks	814	403	814	403	824	99%
Grants (2)	558,707	517,737	558,707	517,737	51,578,018	1%
GGLDC Grant - Econ. Dev. Program Support	75,000	75,000	75,000	75,000	300,000	25%
BP <sup>2</sup> Revenue	7,374	5,632	7,374	5,632	31,177	24%
Other Revenue (3)	125,918	3,323	125,918	3,323	62,662	201%
<b>Total Operating Revenues</b>	<b>1,188,525</b>	<b>835,438</b>	<b>1,188,525</b>	<b>835,438</b>	<b>52,835,066</b>	<b>2%</b>
<b><u>Operating Expenses</u></b>						
General & Admin	350,184	379,265	350,184	379,265	1,681,035	21%
Professional Services	63,922	21,250	63,922	21,250	219,362	29%
Site Maintenance/Repairs	3,117	9,106	3,117	9,106	45,500	7%
Property Taxes/Special District Fees	3,873	4,186	3,873	4,186	4,470	87%
PIF Expense	71,284	60,577	71,284	60,577	199,465	36%
Site Development Expense (4)	123,900	134,500	123,900	134,500	51,048,604	0.2%
Real Estate Development (5)	159,051	9,822	159,051	9,822	4,851,896	3%
Balance Sheet Absorption	(159,051)	(9,822)	(159,051)	(9,822)	-	N/A
<b>Total Operating Expenses</b>	<b>616,280</b>	<b>608,884</b>	<b>616,280</b>	<b>608,884</b>	<b>58,050,332</b>	<b>1%</b>
<b>Operating Revenue (Expense)</b>	<b>572,245</b>	<b>226,554</b>	<b>572,245</b>	<b>226,554</b>	<b>(5,215,266)</b>	
<b><u>Non-Operating Revenue</u></b>						
Other Interest Income	167,751	148,076	167,751	148,076	173,000	97%
<b>Total Non-Operating Revenue</b>	<b>167,751</b>	<b>148,076</b>	<b>167,751</b>	<b>148,076</b>	<b>173,000</b>	<b>97%</b>
<b>Change in Net Assets</b>	<b>739,996</b>	<b>374,630</b>	<b>739,996</b>	<b>374,630</b>	<b>\$ (5,042,266)</b>	
<b>Net Assets - Beginning</b>	<b>43,511,968</b>	<b>28,107,437</b>	<b>43,511,968</b>	<b>28,107,437</b>		
<b>Net Assets - Ending</b>	<b>\$ 44,251,964</b>	<b>\$ 28,482,067</b>	<b>\$ 44,251,964</b>	<b>\$ 28,482,067</b>		

**Significant Events:**

1. Fees Projects - 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; \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M, \$8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Other Revenue - Local labor reporting and data center review deposits covered by participating projects, misc.
4. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
5. Real Estate Development Costs YTD - STAMP development costs.



**Genesee County Economic Development Center**  
**Dashboard - For the Three Month Period Ended 3/31/25**  
**Statement of Cash Flows**

	Three Month Period Ended 3/31/25	YTD
<b>CASH FLOWS USED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 86,170	\$ 86,170
Fees - Projects	313,106	313,106
Fees - Services	21,928	21,928
Interest Income on Loans	550	550
Rent	16,434	16,434
Common Area Fees - Parks	814	814
Grants	544,240	544,240
BP <sup>2</sup> Revenue	7,374	7,374
GGLDC Grant - Economic Development Program Support	75,000	75,000
Other Revenue	125,918	125,918
Repayment of Loans	16,404	16,404
Customer Deposit	44,694	44,694
General & Admin Expense	(434,405)	(434,405)
Professional Services	(140,620)	(140,620)
Site Maintenance/Repairs	(13,538)	(13,538)
Site Development	(292,243)	(292,243)
Property Taxes/Special District Fees	(3,873)	(3,873)
PIF Expense	(71,284)	(71,284)
Improv/Additions/Adj to Land Held for Development & Resale	(3,232,553)	(3,232,553)
Net Cash Used By Operating Activities	<u>(2,935,884)</u>	<u>(2,935,884)</u>
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	(325,000)	(325,000)
Net Cash Used By Noncapital Financing Activities	<u>(325,000)</u>	<u>(325,000)</u>
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	<u>234,984</u>	<u>234,984</u>
Net Change in Cash	(3,025,900)	(3,025,900)
Cash - Beginning of Period	61,488,068	61,488,068
Cash - End of Period	<u>\$ 58,462,168</u>	<u>\$ 58,462,168</u>
<b>RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 572,245	\$ 572,245
Depreciation Expense	164	164
Decrease in Operating Accounts/Grants Receivable	124,448	124,448
Decrease in Deposits	119,460	119,460
Increase in Prepaid Expenses	(45,201)	(45,201)
Decrease in Loans Receivable	16,404	16,404
Increase in Land Held for Development & Resale	(159,052)	(159,052)
Decrease in Operating Accounts Payable	(3,546,063)	(3,546,063)
Decrease in Accrued Expenses	(31,981)	(31,981)
Decrease in Unearned Revenue	(31,002)	(31,002)
Increase in Customer Deposits	44,694	44,694
Total Adjustments	<u>(3,508,129)</u>	<u>(3,508,129)</u>
Net Cash Used By Operating Activities	<u>\$ (2,935,884)</u>	<u>\$ (2,935,884)</u>

## **GGLDC / GCEDC Summary Report**

Penny Kennett

**Audit & Finance Committee Meeting – April 29, 2025**

**Board Meeting – May 1, 2025**

### **MedTech Centre Lease Agreement between the GCEDC & the GGLDC**

#### **Discussion:**

The GGLDC holds a lease with the GCEDC for office space located in Suite 106 and the Innovation Zone located in Suite 107. The lease is set to expire on June 1, 2025.

The GGLDC and GCEDC wish to enter into an amendment to extend the lease another ten years. The proposed amendment maintains the existing lease rate, with annual increases to Common Area Maintenance (CAM) charges.

Currently, the GCEDC pays \$1,680 per month for the office space (suite 106) and \$1 per year for the Innovation Zone space (suite 107). This includes both base rent and CAM charges.

The Innovation Zone was established to provide affordable, flexible innovation space (including office space, conference rooms, video conferencing, and a lounge) for high-tech entrepreneurs. It is primarily utilized for meetings and training sessions by GCEDC, GGLDC, MedTech Center tenants, the Chamber, Leadership Genesee, and Kinetix. Although the space is available for rent to outside agencies, it has not yet generated significant income.

**Board Action Request:** Approval is requested to Amend the Lease Agreement between the GCEDC & GGLDC for another 10 years.

## AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT, dated as of \_\_\_\_\_, 2025 (the "Amendment") is by and between **GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION**, a not-for-profit corporation organized and existing under the laws of the State of New York with principal offices at 99 MedTech Drive, Batavia, New York 14020 (the "Landlord") and the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, a public benefit corporation duly existing under the laws of the State of New York with offices located at 99 MedTech Drive, Suite 106, Batavia, New York 14020 (the "Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant are parties to a Lease Agreement, dated as of June 1, 2010, as amended pursuant to that certain Amendment of Lease Agreement, dated as of October 1, 2015 (as so amended, the "Lease Agreement") relative to an approximately 3,100 square foot suite of space known as suite 106 and approximately 1,400 square feet of space known as suite 107 located in the building known as Med-Tech Centre (the "Building"), located at 99 MedTech Drive, Town of Batavia, County of Genesee, State of New York (collectively, the "Premises"); and

WHEREAS, Landlord and Tenant have agreed to modify the terms and conditions of the Lease Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

All capitalized terms not otherwise defined herein shall have the same meanings ascribed to such capitalized terms in the Lease Agreement.

1. **Term.** The Term of this Lease Agreement, unless earlier terminated as otherwise provided in the Lease Agreement, shall end on June 1, 2035.

2. Unless otherwise amended pursuant to the terms contained herein, the terms of the Lease Agreement shall remain unchanged.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

*[Remainder of Page Intentionally Left Blank]*

[Signature Page to Amendment to Lease Agreement]

IN WITNESS WHEREOF, the Company and the Agency have caused this Amendment to Lease Agreement to be executed in their respective names, all as of the date first above written.

Landlord:

**GENESEE GATEWAY LOCAL  
DEVELOPMENT  
CORPORATION**

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

Name: Donald Cunningham

Title: Chairman

Tenant:

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

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

Name: Mark A. Masse

Title: President/CEO



[Acknowledgment Page to Amendment to Lease Agreement]

State of New York            )  
                                      )       ss.:  
County of Genesee         )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025, before me, the undersigned, personally appeared **DONALD CUNNINGHAM**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York        )  
                              )       ss.:  
County of Genesee       )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025, before me, the undersigned, personally appeared **MARK A. MASSE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

# **Genesee County Economic Development Center**

## **Current Officers**

Pete Zeliff, Chair  
Matthew Gray, Vice Chair  
Penny Kennett, Secretary  
Lezlie Farrell, Treasurer  
Mark Masse, President & CEO

## **Authorized to request information regarding all bank accounts and transfer funds between accounts for the GCEDC**

Lezlie Farrell  
Penny Kennett

## **The following are authorized signors of agreements, contracts, deeds and any other instruments as approved by the Board or operational items within the approved budget limits:**

Chairman (per by-laws)  
Vice Chairman (per by-laws)  
Mark Masse (per by-laws)  
Chris Suozzi

## **Bank Account Authorized Signers**

Audit & Finance Committee members are authorized bank signers, along with the President & CEO, Mark Masse.

All GCEDC checks must be signed by two authorized signors. All checks must be signed by at least one board member.

Line of Credit withdrawals must be signed by two authorized signors. All line of credit withdrawals must be signed by at least one board member.

## **Builders Risk Insurance for water tank construction**

**Discussion:** In connection with the construction of the water tank, Tompkins has recommended that the GCEDC obtain builders risk insurance for the work.

This construction involves ground up construction and a contract with the builder that requires GCEDC to maintain insurance on the project. The Travelers proposal for the water tank construction and annual pricing with Travelers was \$4,205 subject to a minimum earned premium of \$2,500 . We also received a quote from ACADIA with terms similar to Travelers with an annual premium of \$2,543 and like Travelers would be eligible for a prorated cancellation at the conclusion of the project. Different than Travelers is no \$2,500 minimum premium.

**Fund Commitment:** \$2,543 annual premium.

**Board Action Request:** Approval of Builders Risk insurance coverage with Acadia at an annual premium of \$2,543 to be paid out of the \$56 million or operating funds.

### **Easement with National Grid**

**Discussion:** As part of its Line 112 rebuild National Grid is increasing the size of their existing easements. They requested the expansion of the easement on property currently owned by the GCEDC along Route 77. This property is currently the mitigation area for the Part 182 permit. We checked with the DEC, who will be the eventual owner of this property, and they preferred that the GCEDC accept the easement increase prior to dedicating the land over to the DEC. National Grid paid the GCEDC \$86,190.

**Fund commitment:** None.

**Committee action request:** Recommend approval of acceptance of \$86,190 for widening of easement.



**STAMP Committee**  
**April 30th, 2025**

**4a. RG & E facilities study**

**Discussion:** The SIS study for the additional 300 MW off of the NYPA 345 Kv lines has been completed. Station 80 was identified in the SIS study as needing some improvements to enable the stability of the grid and power flow associated with drawing down an additional 300 mw. RG & E is requiring a Facilities Study be completed on the proposed increase of 300 mw to Station 80 and the actual costs and construction timeline (an estimate was provided by the NYISO as part of the study). RG & E will complete the study, and is requesting a deposit of \$150,000 for this work.

**Fund commitment:** \$150,000 covered under the existing \$8 million grant.

**Committee action request:** Recommend approval to the full Board to pay \$150,000 for the Facilities Study Agreement and signing of the agreement.

**FACILITIES STUDY AGREEMENT**  
**Q1484 STAMP Load Increase - Network Upgrade Facility**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025 by and between Rochester Gas and Electric Corporation, a corporation organized and existing under the laws of the State of the State of New York (“Affected Transmission Owner”), and \_\_\_\_\_, a [corporation] organized and existing under the laws of \_\_\_\_\_ (“Interconnection Customer”). Interconnection Customer and the Affected Transmission Owner each may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer proposes to develop a 300.0 MW load (“Load Project”) consistent with the Interconnection Request submitted by Interconnection Customer to the New York Independent System Operator (“NYISO”) and designated “Q1484 STAMP Load Increase Project”; and

**WHEREAS**, the Interconnection Customer desires to interconnect the Load Project with the New York State Transmission System; and

**WHEREAS**, the NYISO has completed a Load Interconnection Study System Impact Study (“SIS”) pursuant to the NYISO Open Access Transmission Tariff (“OATT”), Section 3.9 and provided the results of said study to the Interconnection Customer that identified the need for upgrades on facilities owned by Rochester Gas and Electric Corporation (“RGE Upgrades”); and

**WHEREAS**, the Interconnection Customer has requested the Affected Transmission Owner to perform, or cause to be performed, a Phase I Facilities Study based on the SIS to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to complete the RGE Upgrades;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in Attachment HH – Standard Interconnection Procedures of the NYISO’s OATT.
- 2.0 The Interconnection Customer elects and the Affected Transmission Owner shall cause a facilities study to be performed.
- 3.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to install the RGE Upgrades. The facilities study shall also identify (1) the electrical and physical configuration of the equipment, and (2) an estimate of the time required to complete the construction and installation of such facilities.

- 5.0 The Interconnection Customer shall provide to the Affected Transmission Owner an initial deposit of \$150,000.00 toward the good faith estimated facilities study costs, per Exhibit 1 of this agreement.
- 6.0 Once the facilities study is completed, a draft facilities study report shall be prepared and promptly transmitted by the Affected Transmission Owner to the Interconnection Customer.
- 7.0 Interconnection Customer may, within 30 Calendar Days after receipt of the draft report, provide written comments to the Affected Transmission Owner, which comments the Affected Transmission Owner shall include in the final report. The Affected Transmission Owner shall issue the final facilities study report within 30 Calendar Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The Affected Transmission Owner may reasonably extend such 30 Calendar Day period upon notice to Interconnection Customer if Interconnection Customer's comments require the Affected Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final facilities study report.
- 8.0 Within ten Calendar Days of providing a draft facilities study report to Interconnection Customer, the Affected Transmission Owner, and Interconnection Customer shall meet to discuss the results of the facilities study.
- 9.0 Study costs shall be based on the Affected Transmission Owner's actual documented costs, including applicable taxes, and will be invoiced to the Interconnection Customer after the facilities study is completed and delivered.
- 10.0 The Interconnection Customer shall pay all invoice amounts in excess of the deposit or other security without interest within 30 calendar days after receipt of the invoice. If the deposit or other cash security exceeds the invoiced fees, the Affected Transmission Owner shall refund such excess within 30 calendar days of the invoice without interest. If the Interconnection Customer disputes an amount to be paid the Interconnection Customer shall pay the disputed amount to the Affected Transmission Owner or into an interest-bearing escrow account, pending resolution of the dispute in accordance with Attachment HH of the NYISO OATT. To the extent the dispute is resolved in the Interconnection Customer's favor, that portion of the disputed amount will be returned to the Interconnection Customer with interest at rates applicable to refunds under the Commission's regulations. To the extent the dispute is resolved in the Affected Transmission Owner's favor, that portion of any escrowed funds and interest will be released to the Affected Transmission Owner. The Affected Transmission Owner shall not be obligated to perform or continue to perform any facilities study work for the Interconnection Customer unless the Interconnection Customer has paid all amounts in compliance herewith.
- 11.0 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of New York, without regard to its conflicts of law principles. This

Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.0 Amendment. The Parties may amend this Agreement by a written instrument duly executed by the Parties.

13.0 No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

14.0 Waiver

14.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

14.2 Any waiver at any time by a Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Affected Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.

15.0 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

16.0 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

17.0 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

18.0 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply



with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

18.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Affected Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

18.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

19.0 Reservation of Rights. Nothing in this Agreement shall alter the right of the Affected Transmission Owner to make unilateral filings with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder which rights are expressly reserved herein, and the existing rights of Interconnection Customer to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations are also expressly reserved herein; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**ROCHESTER GAS AND ELECTRIC CORPORATION:**

Signed \_\_\_\_\_

Name (Printed)

\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

Name (Printed)

\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

Name (Printed)

\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **Attachment A**

### **Schedule, Cost and Scope for Conducting the Facilities Study**

The Interconnection Customer and Affected Transmission Owner shall use reasonable efforts to commence the study within one (1) week from receipt of deposit and complete the study and issue a draft Facilities Study report within eight (8) weeks of commencement.

Pursuant to Section 5.0 of this Agreement, the lump sum fee and/or rates for the study work are attached as Exhibit 1.

The scope of the facilities study to be performed, or caused to be performed, by the Affected Transmission Owner is specified in Exhibit 2.

DRAFT

## Exhibit 1

### Study Costs

The Interconnection Customer and Affected Transmission Owner estimate in good faith that the facilities study contemplated herein will not exceed \$150,000.00. All the rates specified below are subject to adjustment. The Interconnection Customer shall be responsible for study costs of the facilities study.

The following are the estimated rates for services and related charges to be provided by the Affected Transmission Owner under this Agreement:

Technical and/or Management Services \$133.00-\$176.00/hr.

The Interconnection Customer understands that (a) the above rates for labor services are estimates, (b) the above charges do not represent an exhaustive list of charges, and (c) the Interconnection Customer shall pay the actual costs incurred by the Affected Transmission Owner under this Agreement.

The Interconnection Customer shall pay the deposit within 30 Calendar Days from execution of this Agreement.

## **Exhibit 2**

### **Phase 1 Facilities Study for Q1484 STAMP Load Increase – Network Upgrade Facilities Scope of Work**

#### **1. Purpose**

The objective of this Phase 1 Facility Study is to identify the equipment and work and related cost and time estimates necessary to design, engineer, procure, construct, install, test, and commission the RGE Upgrades that were identified by the NYISO in its Load Interconnection Study System Impact Study Report, dated June 21, 2024 for the Q1484 STAMP Load Increase Project (“SIS”).

The facilities study will be performed by Affected Transmission Owner and will specify and estimate the cost of the equipment, engineering, procurement, construction, installation, testing and commissioning work needed to install the RGE Upgrades, which are described in the SIS as:

Install a 345kV, 75 MVAR switched shunt capacitor bank at the RG&E Station 80 345kV substation.

The SIS states that this Network Upgrade Facility is required to restore the voltage transfer limits of Dysinger East and West Central interfaces.

The facilities study shall assess the adequacy of existing protection and control schemes and shall specify and estimate the cost of any equipment, engineering or setting changes needed, if applicable.

The facilities study will be conducted in accordance with the applicable North American Electric Reliability Corporation (“NERC”), Northeast Power Coordinating Council (“NPCC”), New York State Reliability Council (“NYSRC”), NYISO and NYSEG criteria, study guidelines, procedures and practices.

#### **2. Preliminary Cost Estimates of Facilities and Time to Construct**

A preliminary description of facilities and non-binding good faith estimates of cost and time to construct those facilities will be provided.

#### **3. Report**



The facilities study report will document the summary of the results.

DRAFT

### **Onsite sewer line bids**

**Discussion:** The GCEDC went out to bid for onsite sewer lines and pump station that would connect the sewer outfall at the Edwards site to the hold and haul tank. The GCEDC received the following bids:

Millhurst Construction – Base bid of \$536,700 and an alternate bid of \$598,500.

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

See the attached recommendation letter from Clark Patterson Lee.

**Fund commitment:** \$536,700 for the base bid only from the NYS \$56 million and associated matching funds.

**Committee action request:** Recommend approval to award the bid to Millhurst Construction in the amount of \$536,700.



April 24, 2025

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

**RE: WNY STAMP  
EDWARDS INFRASTRUCTURE – CONTRACT 1 - ONSITE SANITARY SEWER  
RECOMMENDATION FOR AWARD**

Dear Mr. Masse:

Bids for the Edwards Infrastructure – Contract 1 - Onsite Sanitary Sewer project at the STAMP site in the Town of Alabama were opened on April 18, 2025. Below is a summary of the bid results and recommendations for the Contract referenced above. A copy of the complete bid tabulation is enclosed.

The Base Bid for this project involves the installation of approximately 350 linear feet of 12-inch and 15-inch diameter gravity sanitary sewer, manholes, a small, prepackaged pump station, a 2,200 LF 2-inch diameter force main, and related appurtenances to provide Edwards Vacuum with sanitary sewer service. This project includes a 6-inch sanitary lateral and manhole to the Plug Power site.

The Alternate Bid for this project involves the installation of approximately 2,500 liner feet of 12-inch diameter gravity sanitary sewer along Crosby Road, to the new substation site.

One bid was received for the project. The sole bidder for the Onsite Sanitary Sewer project was Milherst Construction, Inc. at a price of \$536,700 for the Base Bid and \$598,500 for the Alternate Bid. The total for the Base Bid and the Alternate Bid is \$1,135,200.00. The Contract includes a field change allowance contingency in the amount of \$10,000 for the Base Bid and the Alternate Bid, totaling \$20,000.

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



Mark Masse, President & CEO  
GCEDC  
April 24, 2025  
Page 2 of 2

## Recommendation

We have discussed the bid results with Milherst Construction, Inc., and they are comfortable with the bid prices they submitted. We also have significant experience with Milherst on other projects, including the Village of Arcade sanitary sewer rehabilitation projects and Town of West Seneca sanitary sewer rehabilitation projects. We feel they are well qualified to complete the project.

CPL recommends awarding the Base Bid for the STAMP Edwards Infrastructure Contract 1 – Onsite Sanitary Sewer Contract in the amount of \$536,700.00 to Milherst Construction, Inc., contingent upon approval from New York State Empire State Development and compliance with NYS ESD MWBE requirements including proof of good faith efforts.

Also attached please find the Notice of Award. If the GCEDC Board awards this project to Milherst Construction, Inc., please return a signed, dated PDF copy of the Notice of Award to us. We will then prepare the Agreement and transmit it along with the executed Notice of Award to the Contractor.

If you have any questions or require additional information, please contact me at (585) 402-7556.

Very truly yours,

CPL

Zach Anderson  
Project Manager

Enc: Bid Tabulation  
Notice of Award

**GCEDC WNY STAMP**  
**Edwards Infrastructure**  
**Contract 1 - Onsite Sanitary Sewer**  
**Project R24.15784.00**  
**Bid Opening: Friday, April 18, 2025**

**Contract 1: Onsite Sanitary Sewer**

Bid Item	Description	Quantity	Unit	Milherst Construction, Inc.	
				Unit Price	Base Bid
Base Bid					
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Maintenance & Protection of Traffic Including Signs & Flagperson	1	LS	\$ 25,000.00	\$ 25,000.00
3	Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00
4	Select Granular Fill	100	CY	\$ 100.00	\$ 10,000.00
5	Furnish & Install 8-inch Diameter SDR-35 PVC Sanitary Sewer, Complete	60	LF	\$ 175.00	\$ 10,500.00
6	Furnish & Install 12-inch Diameter SDR-35 PVC Sanitary Sewer, Complete	280	LF	\$ 180.00	\$ 50,400.00
7	Furnish & Install 15-inch Diameter SDR-35 PVC Sanitary Sewer, Complete	60	LF	\$ 330.00	\$ 19,800.00
8	Furnish & Install 2-Inch Diameter DR-9 HDPE Sanitary Sewer Force Main, Complete	2,200	LF	\$ 25.00	\$ 55,000.00
9	Horizontal Directional Drill 2-inch Diameter DR-9 HDPE Sanitary Sewer, Complete	250	LF	\$ 100.00	\$ 25,000.00
10	Horizontal Directional Drill 6-inch Diameter DR-17 HDPE Sanitary Sewer, Complete	80	LF	\$ 250.00	\$ 20,000.00
12	Furnish & Install 5-foot Diameter Precast Sanitary Manholes, Complete	7	EA	\$ 18,000.00	\$ 126,000.00
13	Furnish & Install 3-foot Diameter Prefabricated Sanitary Sewer Pump Station, Complete	1	LS	\$ 145,000.00	\$ 145,000.00
14	Field Change Allowance	1	LS	\$ 10,000.00	\$ 10,000.00
15	Compaction Testing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
Total Base Bid					\$ 536,700.00
Alternate Bid-12" Gravity Sanitary Sewer Extension					
1	Mobilization	1	LS	\$ 17,500.00	\$ 17,500.00
2	Maintenance & Protection of Traffic Including Signs & Flagperson	1	LS	\$ 20,000.00	\$ 20,000.00
3	Erosion Control	1	LS	\$ 17,500.00	\$ 17,500.00
4	Select Granular Fill	100	CY	\$ 100.00	\$ 10,000.00
6	Furnish & Install 12-inch Diameter SDR-35 PVC Sanitary Sewer, Complete	2,500	LF	\$ 145.00	\$ 362,500.00
11	Horizontal Directional Drill 12-inch Diameter DR-17 HDPE Sanitary Sewer, Complete	12	EA	\$ 13,000.00	\$ 156,000.00
13	Field Change Allowance	1	LS	\$ 10,000.00	\$ 10,000.00
14	Compaction Testing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
Total Alternate Bid					\$ 598,500.00
Total Base Bid + Alternate Bid					\$ 1,135,200.00



## **MOU with Village of Oakfield**

**Discussion:** The GCEDC, STAMP Sewer Works Corp. and the Village of Oakfield are willing to work together on the possible design, construction and operation of a new force main sewer line from the STAMP Site to the Village of Oakfield Waste Water Treatment Facility ("Oakfield WWTF") to provide wastewater treatment services to STAMP.

**Fund Commitment:** None at this time. Any costs will be brought forward prior to approval for payment.

**Committee Action request:** Recommend approval of executing the MOU with Village of Oakfield.

May \_\_, 2025

**VIA EMAIL**

The Honorable David Boyle  
Mayor, Village of Oakfield  
39 Main Street  
Oakfield New York 14125

Re: Development of Western New York Science & Technology Advanced Manufacturing Park ("STAMP") Wastewater Services, located on approximately 1,250 Acres Located in the Town of Alabama, New York located along the west side of New York State Highway 77/63 (north of Judge Road) approximately five miles north of the I-90/New York State Thruway (the "STAMP Site")

Dear Mayor Boyle:

Please allow this letter of intent ("LOI") to summarize some of the key terms upon which the Village of Oakfield, with offices at 37 Main Street Oakfield, New York 14125 ("Village") on behalf of the Village Trustees, the Genesee County Economic Development Center ("GCEDC"), an industrial development agency formed under Section 18-A of the New York State General Municipal Law, and STAMP Sewer Works, Inc. ("SSW"), a domestic transportation corporation, SSW together with GCEDC with offices located at 99 MedTech Drive, Suite 106, Batavia, New York 14020, (collectively as the "Parties" and individually as a "Party") would be willing to work together on the possible design, construction and operation of a new force main sewer line from the STAMP Site to the Village of Oakfield Waste Water Treatment Facility ("Oakfield WWTF") to provide wastewater treatment services to STAMP.

Please note, this LOI constitutes a non-binding expression of intent by the Parties and any final and binding agreements shall be subject to the preparation, negotiation and execution of definitive binding legal documents (hereinafter called the "Definitive Agreement"). Subject to the foregoing limitations, it is the Parties' intention that the Definitive Agreement will contain the following terms and conditions:

1. Plan. SSW currently intends to build a wastewater treatment plant at the STAMP Site and associated force main to discharge post-treated sanitary effluent and post-treated process water to Oak Orchard Creek in the Town of Shelby. For various reasons, GCEDC and SSW are exploring other solutions to provide permanent wastewater treatment services to the first two tenants at STAMP, one of whom is currently under construction and the other of whom is expected to start construction in the next few weeks. The Parties will explore and work together on the possible design, construction and operation of a new force main sewer line (the "Sewer Line") to facilitate the transport of wastewater from the STAMP Site for treatment at the Oakfield WWTF prior to discharge (the "Project").

2. Sewer Route. The GCEDC and SSW will work together with the Village to evaluate and present routing options for the Sewer Line. After consultation, the GCEDC and SSW will present a preferred route of the Sewer Line to the Village, upon which GCEDC and SSW and the Village will work to finalize the route of the Sewer Line.
3. Oakfield WWTF Initial Allocation of Treatment Capacity to STAMP. The Village will reserve an initial treatment capacity of twenty thousand (20,000) gallons per day within the Oakfield WWTF for current and future tenants at the STAMP Site. The Parties will work together to confirm that the Oakfield WWTF has sufficient existing capacity to handle the initial treatment capacity without substantial upgrades and undue additional stress to the Oakfield WWTF. To the extent upgrades or improvements are required, GCEDC and SSW shall be responsible for all costs associated with same and will pay the Village of Oakfield for invoices submitted within 30 days for reasonable engineering costs that the Village might incur relative to evaluating and/or making improvements to meet the initial treatment capacity.
4. Oakfield WWTF Future Allocation of Treatment Capacity to STAMP. The Parties will monitor and evaluate the overall capacity at the Oakfield WWTF and will work together to determine whether the Oakfield WWTF can provide additional treatment capacity to STAMP including any necessary additional improvements relative to same. To the extent upgrades or improvements are required, GCEDC and SSW shall be responsible for all costs associated with same and will pay the Village of Oakfield for invoices submitted within 30 days for reasonable engineering costs that the Village might incur relative to evaluating and/or making improvements to meet the initial treatment capacity.
5. Phosphorous Treatment. In connection with the proposed initial allocation of treatment capacity, GCEDC and SSW will propose to design and install, improvements to the WWTF to provide for facilities to reduce phosphorus levels in post-treated effluent. GCEDC and SSW shall be responsible for all costs associated with same and will pay the Village of Oakfield for invoices submitted within 30 days for reasonable engineering costs that the Village might incur relative to evaluating and/or making improvements to accommodate the phosphorus reduction.
6. Project Implementation; Ownership and Maintenance of the Sewer Line. The GCEDC and SSW will be responsible for implementing the Project. The Village will not have the ability to connect into the Sewer Line or otherwise utilize the Sewer Line to transport sewage to the Oakfield WWTF. The SSW will be responsible for maintaining the Sewer Line up to the point that the Sewer Line connects into the Oakfield WWTF system.
7. STAMP Service Agreement. In conjunction with the development of Definitive Agreements, SSW and the Village will enter into a service agreement to provide the STAMP Site with the wastewater treatment services contemplated under this LOI.
8. Consultation and Cooperation. The Parties will attend periodic meetings at mutually agreeable times to confer about the progress of the Parties' activities in connection to the Plan identified in Section 1 of this LOI. The Parties will cooperate with one another, in

good faith, to effectuate the Plan, and each Party will take such, and to execute and deliver to one another such documents, as one Party may reasonably request of the other, so as to carry out more effectively and completely the purposes of the Definitive Agreement. Each Party will bear its own costs in consulting and cooperating with the other.

9. Definitive Agreements Required. This LOI reflects the preliminary non-binding concepts with respect to certain terms. No Party will have any legal obligation arising out of this LOI or otherwise, to any other Party or any other person or entity by reason of this LOI or any other matter contemplated hereby or giving rise hereto, unless and until the parties execute Definitive Agreements and then only to the extent set forth in the Definitive Agreements. If so executed, the Definitive Agreements shall supersede the terms and conditions of this LOI to the extent therein provided, and will contain such terms, conditions, covenants, representations and warranties related to the matters contemplated under this LOI as the Parties may mutually agree upon. The Parties hereby acknowledge that the Definitive Agreements must make provision for a number of matters which are material to the matters contemplated under this LOI and to which the Parties have not yet agreed.
10. Not a Contract or an Option. This LOI shall not be deemed a contract or an option and shall not be binding on the Parties. The purpose of this LOI is to identify preliminary areas of agreement to enable the Parties to work together on the possible design, construction and operation of a new force main sewer line from the STAMP Site to the Oakfield WWTF to provide wastewater treatment services to STAMP and the preparation of a more complete document between the parties containing all of the terms of binding Definitive Agreements.
11. This LOI shall terminate at the earlier of April 15, 2026 or within Sixty (60) days after written notice by either party to terminate this LOI is received.

If the foregoing meets with your approval, kindly so signify by signing and returning the enclosed duplicate copy of this LOI, whereupon this LOI shall constitute a letter of intent between the Parties in accordance with the terms and provisions set forth above.

ACCEPTED AND AGREED TO:

**Genesee County Economic Development Center**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2025

**STAMP Sewer Works, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2025

**The Village of Oakfield, New York**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2025

DRAFT



## **Payment to NYISO**

**Discussion:** The GCEDC completed the Q580 study for the first 300mw off of the 345 kV power lines at STAMP. AS part of that study the GCEDC submitted a Material Modification to that study in 2021. The entire study was completed and approximately \$18,000 of the original deposit was returned to the GCEDC two or three years ago. While reviewing their past expenses the NYISO noticed that the Material Modification charge was billed to a different project code and was not invoiced until last week.

**Fund Commitment:** \$8,580 from the \$33 million.

**Committee Action request:** Recommend approval of paying the NYISO invoice in the amount of \$8,580.

**Bill To:**

Genesee County Economic Development Center

**Remit To:**10 KREY BOULEVARD  
RENSSELAER, NY 12144

Terms	Due Date	Customer Contact
30 NET	05-07-2025	

Item Num	Description
1	Y077 COMPLETE INV

**NYISO Tax ID Number 14-1815612****Please Make Checks Payable To:**

New York Independent System Operator (NYISO)

**Mail To:**

NYISO, 10 Krey Boulevard, Rensselaer, NY 12144

**Payment by Wire To:**Key Bank, NA, Albany, NY - Interconnections Account  
ABA No. 021300077, Account No. 329681031947**Invoice**

57493

**Billing Date**

04-07-2025

Customer Number

Y077

Customer Location

38676

**Contact Phone****Contact Fax**

Quantity Shipped

Unit Price

Extended Amount

1

8,580.00

8,580.00

SubTotal

8,580.00

**Total****8,580.00**