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| 1.0 | Call to Order | |
| | Presentation – HP Hood | 4:00pm |
| 1.1 | Enter Executive Session | 4:10pm |
| | Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: | |
| | 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. | |
| | 2. Discussions regarding proposed, pending or current litigation. | |
| | 3. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof. | |
| 1.2 | Enter Public Session | 4:35pm |
| 2.0 | Chairperson's Report & Activities | 4:35pm |
| 2.1 | Upcoming Meetings: | |
| | Next Scheduled Board Meeting: Thursday, July 10th at 4 p.m. | |
| | Audit & Finance Committee Meeting: Tuesday, July 8 th at 8:30 a.m. | |
| | STAMP Committee Meeting: Wednesday, July 9 th at 8 a.m. | |
| 2.2 | Agenda Additions / Deletions / Other Business **Vote | |
| 2.3 | Minutes: May 1, 2025 **Vote | |
| 3.0 | Report of Management – | |
| 3.1 | Ivy Village Phase II – Final Resolution – C. Suozzi | 4:35pm |
| | a. UTEP **Vote – C. Suozzi | |
| | b. Final Resolution **Vote – C. Suozzi | |
| 3.2 | HP Hood – Initial Resolution **Vote - M. Masse | |
| 3.3 | Public Outreach Update | |
| 4.0 | Audit & Finance Committee – K. Manne | 4:45pm |
| 4.1 | April 2025 Financial Statements **Vote | |
| 4.2 | Proposal from DelPlato Casey Law Firm **Vote | |
| 5.0 | Governance & Nominating Committee – C. Yunker | 4:50pm |
| 5.1 | Procurement Policies & Procedures **Vote | |
| 5.2 | Investment Policy **Vote | |
| 5.3 | Disposition of Property Guidelines **Vote | |
| 5.4 | Application for Financial Assistance **Vote | |
| 5.5 | Local Labor Policy **Vote | |
| 5.6 | Videoconferencing Policy **Vote | |
| 6.0 | STAMP Committee – P. Zeliff | 5:00pm |
| 6.1 | Phillips Lytle 2025 Fee **Vote | |
| 6.2 | NYPAT Line Security Letter of Credit **Vote | |
| 7.0 | Employment & Compensation Committee – M. Gray | 5:10pm |
| 7.1 | Noting at this time. | |
| 8.0 | Housing Committee – P. Battaglia | 5:10pm |
| 8.1 | Nothing at this time. | |
| 9.0 | Other Business | 5:10pm |
| 9.1 | Nothing at this time. | |
| 10.0 | Adjournment | 5:10pm |



GCEDC Board Meeting
Thursday, May 1, 2025
Location: 99 MedTech Drive, Innovation Room
4:00 PM

GCEDC MINUTES

Attendance

Board Members: C. Yunker, C. Kemp, P. Zeliff, M. Clattenburg, M. Gray, P. Battaglia
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),
M. Fitzgerald (Phillips Lytle/Video Conference), G. Torrey (GGLDC Board
Member), D. Cunningham (GGLDC Board Member) R. Gaenzle (Harris Beach),
E. Biscaro (Ivy Village Corp), M. Hensel (Ivy Village Corp), R. Crossen (Town of
Alabama Supervisor)
Absent: K. Manne

1.0 Call to Order

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

Presentation – E. Biscaro attended the meeting to give an update on the Ivy Village project. E. Biscaro stated that the first phase of the project included 20 patio home units, a maintenance shop and storage building. The maintenance shop and storage building are complete. Ten of the patio home units are complete with nine of them occupied and two more spoken for already. E. Biscaro stated that they recently held an open house, which was well attended. They received very positive feedback from potential renters. E. Biscaro stated that the second phase of this project will be an additional 20 units. E. Biscaro is confident that he will be able to rent these apartments as soon as they are complete.

E. Biscaro and M. Hensel left at 4:08 p.m.

1.1 Enter Executive Session

M. Clattenburg made a motion to enter executive session under the Public Officers' Law Article 7, Open Meetings Law Section 105, at 4:08 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

M. Gray made a motion to enter back into public session at 5:00 p.m., seconded by M. Clattenburg and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday June 5th at 4:00 p.m.

Audit & Finance Committee Meeting: Tuesday, June 3rd at 8:30 a.m.

STAMP Committee Meeting: Wednesday, June 4th at 8:00 a.m.

2.2 Agenda Additions / Deletions / Other Business –

M. Gray made a motion to add agenda item 7.1 Policy for Employment / Changes to the Employee Vacations; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was added to the agenda.

M. Gray made a motion to add agenda item 4.3 AppleTree Acres Sign Quote; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was added to the agenda.

2.3 Minutes: March 27, 2025 –

C. Yunker made a motion to accept the March 27, 2025 minutes as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

3.0 Report of Management

3.1 Ivy Village Phase II – Initial Resolution - 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).

Resolution No. 05/2025 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF IVY VILLAGE CORP. 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.

P. Battaglia made a motion to accept Initial Resolution #5/2025-01, 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 -	Absent	C. Kemp -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
P. Battaglia -	Yes		

The item was approved as presented.

3.2 AppleTree Acres, LLC – Final Resolution – 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 sales 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.

A public hearing was held on April 21, 2025. No written or oral comments were received.

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

3.1b Final Resolution –

Resolution No. 05/2025 – 02

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON APRIL 21, 2025, WITH RESPECT TO THE APPLE TREE ACRES LLC PROJECT; (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, 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.

C. Yunker made a motion to accept Final Resolution #5/2025-02, authorizing the incentives as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

3.3 Apple Tree Acres Economic Impact – J. Krencik stated that the Apple Tree Acres case study summary was included in the meeting materials. J. Krencik stated that there are two facts that are important to note. Jobs created are significantly bigger than the number pledged. The current cumulative estimated payroll is \$30M, which does not include the ongoing Oxbo project. The other important fact to note is based on the previous use of the land, the revenue going into the community is 28 times the return on investment compared to what the Town, County and School would have received if the land had not been developed.

4.0 Audit & Finance Committee

4.1 1st Quarter Financial Statements – L. Farrell reviewed with the Committee the significant items of the first quarter financial statements for 2025.

- On the balance sheet reserved cash decreased by over \$3M. There was a significant amount of STAMP expenditures that were paid in the 1st Quarter. Most of those were recorded as accounts payable at the end of 2024.
- Accounts Payable decreased by over \$3M as well. Most of those were related to STAMP expenditures.
- Loan Payable to Genesee County noncurrent decreased. We received the PIF payment from Empire Pipeline in the 1st Quarter, which is remitted to the County as a debt service payment on the loan with the County.
- On the P&L, we recognized \$329K of project fees. We closed on the Rochester Davis Fetch Project, 202 Oak Street, and FFP Leroy Solar 1 and 2.
- Expenditures are where we would anticipate them to be at 25% of budget.

The 1st Quarter Financial Statements were recommended for approval by the committee.

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P. Zeliff made a motion to approve the 1st Quarter Financial Statements as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

4.2 MTC Lease Extension with GGLDC - 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 for 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 extend the Lease Agreement between the GCEDC & GGLDC for another 10 years.

This was recommended for approval by the committee.

P. Zeliff made a motion to approve the MTC Lease Extension with the GGLDC for another 10 years as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

4.3 Apple Tree Acres Sign Quote – M. Masse stated that the AppleTree Acres sign needs to be refreshed. It is no longer aesthetically appealing. We went out to bid for this work. Five companies were contacted. Two companies did not answer and two declined to bid. We received one bid from Batavia Signs in the amount of \$3,390.

M. Masse stated that the budgeted amount for maintenance at AppleTree Acres is \$2,500. Therefore, Board approval is needed to proceed with this work.

P. Battaglia made a motion to approve the AppleTree Acres Sign quote with Batavia Signs not to exceed \$3,390; the motion was seconded by M. Gray. Roll call resulted as follows:

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

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

The Board voted on agenda items 5.1 through 5.4 collectively. The approval for these items follows agenda item 5.4.

5.1 Officer Appointments – The current slate of officers is set to expire on June 30th. Below is listed the current slate of officers:

Chair -	P. Zelif
Vice-Chair -	M. Gray
Secretary -	P. Kennett
Treasurer -	L. Farrell
President/CEO -	M. Masse

This was recommended for approval by the committee.

5.2 Authorized to Request Information Regarding Bank Accounts – L. Farrell and P. Kennett need to be authorized to request information regarding the bank accounts and to transfer funds between accounts for the GCEDC.

This was recommended for approval by the committee.

5.3 Authorized Signers of Agreements, Contracts, etc. – Currently the authorized signers of agreements, contracts, etc. are the Chair (per Bylaws), Vice Chair (per Bylaws), President/CEO (per Bylaws) and C. Suozzi.

This was recommended for approval by the committee.

5.4 Authorized Bank Signers – Audit & Finance Committee members and M. Masse are authorized bank signers. All GCEDC checks must be signed by two authorized signers. All checks must be signed by at least one board member.

Line of credit withdrawals must be signed by two authorized signers. All lines of credit withdrawals must be signed by at least one board member.

This was recommended for approval by the committee.

C. Yunker made a motion to approve agenda items 5.1-5.4 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Absent	P. Zelif -	Yes

M. Clattenburg – Yes
C. Kemp - Yes

M. Gray - Yes

The items were approved as presented.

C. Yunker provided an update on several other topics discussed at the Governance and Nominating Committee meeting, including:

Board Member Attendance - GCEDC Board member attendance for 2024 was provided to the Committee with the meeting materials. Results of this report are satisfactory.

Board Member Evaluation - Evaluations have been completed and received by the Board Chair. Discussion took place during Executive Session. There are no significant concerns.

Annual Project Performance Review - All projects that receive financial assistance are required to report certain information about their project's performance, including total jobs, on an annual basis to the GCEDC. No action is required at this time on any of the projects related to job performance.

Videoconferencing - C. Yunker stated that participation and quorum counting from a Board member that is not present can occur via videoconference for extraordinary circumstances only. Extraordinary circumstances include things like health issues and family care but does not include vacations or business travel. This is allowable after the Board holds a public hearing related to this matter and adopts a related policy. Other IDAs have adopted similar policies.

C. Yunker stated that it is preferable to have Board members attend in person; however, if a Board member is only able to participate via videoconferencing it is better than not having their input at all.

The Governance Committee recommended that staff and counsel conduct a public hearing to comply with extraordinary circumstances for videoconferencing purposes. Additionally, staff will contact the Agency's lobbyists and local politicians to seek a change in the law to allow for a quorum vote by videoconferencing.

6.0 STAMP Committee – P. Zelif

6.1 Water Tank Builders Risk Premium – 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 like Travelers with an annual premium of \$2,543 and Travelers would be eligible for a prorated cancellation at the conclusion of the project. Different than Travelers, there isn't a \$2,500 minimum premium.

The construction of the water tank is planned to start in July and end in mid-November. The GCEDC would only pay a portion of this annual 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.

This was recommended for approval by the committee.

P. Zeliff made a motion to approve the Builders Risk insurance coverage with Acadia not to exceed \$2,543 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

6.2 National Grid Easement – National Grid Easement – 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/Niagara Mohawk paid the GCEDC \$86,190 for this easement.

Fund commitment: None.

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

This was recommended for approval by the committee.

P. Zeliff made a motion approve the National Grid / Niagara Mohawk Easement and acceptance of \$86,190 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

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

The item was approved as presented.

6.3 RG&E Facilities Study – The SIS study for the additional 300 MW off 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 require a facilities study to 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.

This agenda item was tabled by the committee. The Committee stated that they believed this should be a NYISO requirement, not a requirement for the GCEDC.

P. Zeliff requested that M. Masse continue to push on NYISO but agreed to approve the expense to keep things moving forward.

P. Zeliff made a motion to approve the Facilities Study Agreement with RG&E and payment not to exceed \$150,000; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

6.4 Onsite Sewer Line Bids - 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.

This bid was recommended for approval by Clark Patterson Lee. A recommendation letter was included with the meeting materials.

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.

P. Zeliff stated that he believed this bid is too high.

The Committee recommended the approval of the bid to Millhurst Construction with the caveat that the GCEDC and CPL will work with Millhurst to find engineering efficiencies to reduce costs.

P. Zeliff made a motion to approve the bid to Millhurst Construction not to exceed \$536,700 with the above-mentioned stipulation; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

6.5 MOU with Village of Oakfield - 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 Wastewater 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.

This was recommended for approval by the committee.

P. Zeliff made a motion to approve the MOU with the Village of Oakfield as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

6.5 NYISO Invoice - 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.

M. Masse stated that he contacted NYISO to notify them that the GCEDC will not pay this invoice because the project closed years ago. M. Masse has not received a response from NYISO.

C. Yunker made a motion to table this agenda item; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The agenda item was tabled.

7.0 Employment & Compensation – M. Gray

7.1 Policy for Employment / Changes to the Employee Vacations – M. Gray stated that there will be a change made to this policy that adds flexibility for the CEO in offering vacation time for new employees.

M. Gray made a motion to approve the change to the Employee Vacation Policy as distributed; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

C. Kemp - Yes
M. Gray - Yes

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 5:26 p.m., which was seconded by M. Clattenburg and passed unanimously.



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: None.

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

P. Battaglia - Yes
K. Manne - Absent
M. Clattenburg – Yes
C. Kemp - Yes

C. Yunker - Yes
P. Zeliff - Yes
M. Gray - Yes

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

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

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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: None.

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

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

The item was approved as presented.

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

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

Project details: N/A

Board Discussion: N/A

Board Concurrence: N/A

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 (\$2,987,207 in payroll and \$156,104 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 into the local economy.

Board Discussion: None.

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

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

P. Zelif - Yes
M. Gray - Yes

The item was approved as presented.

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

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

Project details: N/A

Board Discussion: N/A

Board Concurrence: N/A

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: None.

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

P. Battaglia - Yes
K. Manne - Absent
M. Clattenburg - Yes
C. Kemp - Yes

C. Yunker - Yes
P. Zelif - Yes
M. Gray - Yes

The item was approved as presented.

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

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man
4/15/25

Customer Information

Potential Customer:	Ivy Village Corp	Opportunity Type:	Expansion
Project Street Address:	143 Lake Street	Opportunity Product:	Property Sales & Mortgage
City/Town/Village:	Village of LeRoy/Town of LeRoy	Type of Project:	Expansion
Project Description:	2025 Ivy Village Corp Phase II	New Jobs:	1
Total Capital Investment:	\$3,500,000	Retained Jobs:	4
Incentive Amount:	\$865,440	School District:	LeRoy
Benefited Amount:	\$3,500,000	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	Date of Public Hearing:	TBD
Initial Acceptance Date:	5/1/2025	Inducement Date:	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 27,760 sq. ft. The second phase will add 24,960 sq. ft of new buildings for a combined construction of 52,720 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)

Building Cost (Construction):	\$3,500,000 ✓
Total Capital Investment:	\$3,500,000

Estimated Benefits Provided

Sales Tax Exempt:	\$168,000 ✓
Mortgage Tax Exempt:	\$28,000 ✓
Property Tax Exempt:	\$669,440 ✓
Total Estimated Tax Incentives Provided:	\$865,440

Total Amount Finance: \$2,800,000

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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

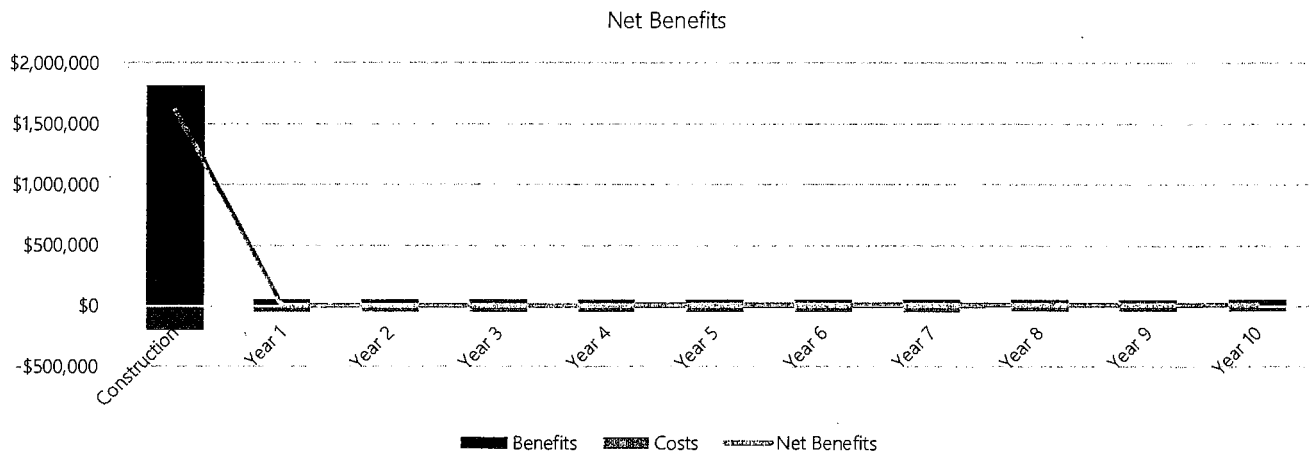
Summary of Economic Impacts over the Life of the PILOT

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

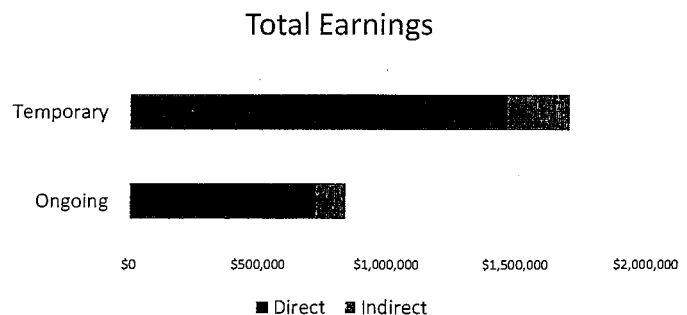
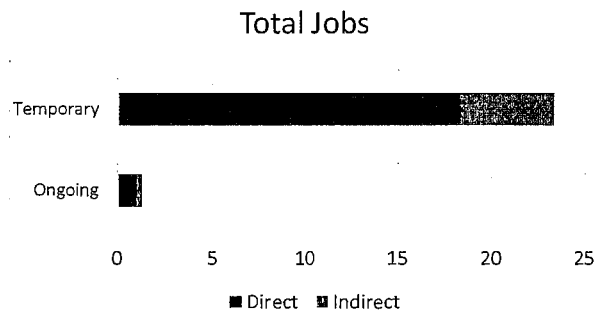
Figure 1



Net Benefits 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	\$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
Total Costs	\$865,400	\$758,769

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$3,025,162	\$2,762,708
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
State Benefits	\$132,534	\$124,574
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
Total Benefits to State & Region	\$3,157,696	\$2,887,282

Benefit to Cost Ratio

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

*Discounted at 2%

Additional Comments from IDA

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

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

NAICS Lookup

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
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
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
Total		1		\$36,000

Fiscal Impact Assumptions

Estimated Costs of Incentives

	%	Value
Sales Tax Exemption		\$168,000
Local Sales Tax Rate	4.00%	\$84,000
State Sales Tax Rate	4.00%	\$84,000
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.

PILOT Term (Years) 20
Escalation Factor 0%
Discount Factor 2%

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Property Tax Exemption

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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

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

Yes

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5/30/25



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 27,760 sq. ft. The second phase will add 24,960 sq. ft of new buildings for a combined construction of 52,720 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:

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

Project details: 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:

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FINAL 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, June 5, 2025.

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

Resolution No. 06/2025 - ____

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 MAY 28, 2025, WITH RESPECT TO THE IVY VILLAGE CORP. (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECT, (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION; 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 "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

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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, 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 title to or a leasehold interest in the Land, the Existing Improvements, the Improvements, the 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, (b) a partial real property tax abatement structured through the Tax Agreement and (c) a partial mortgage recording tax exemption (collectively, the "Financial Assistance"); and

WHEREAS, on May 1, 2025, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

WHEREAS, pursuant to Section 859-a of the Act, on Wednesday, May 28, 2025, at 3:30 p.m., 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 and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said 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, 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, 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 adoption of the resolutions contained 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 and the Company's certifications therein, 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 Village of LeRoy (the "Village") has conducted a coordinated review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). In addition to classifying the Project as an "Unlisted" action (as defined in SEQRA), the Village issued a Negative Declaration on May 18, 2022 (the "Negative Declaration"), determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Full Environmental Assessment Form and the Negative Declaration, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Village pursuant to 6 N.Y.C.R.R. Part 617.7. A copy of the Negative Declaration issued by the Village is attached hereto as **Exhibit B**.

Section 2. The Public Hearing held by the Agency on Wednesday, May 28, 2025, at 3:30 p.m., 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 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, (b) a partial real property tax abatement structured through the Tax Agreement and (c) a partial mortgage recording tax exemption.

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 **\$2,100,000.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$168,000.00**. 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

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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, 2026** (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 the Mortgage securing an aggregate principal amount not to exceed \$2,800,000.00, and any 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") to assist with the undertaking of the Project, the acquisition of the Facility and/or the finance or re-finance 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 Agency is hereby authorized to provide the Company with an exemption from mortgage recording taxes as permitted by New York State law in an amount not to exceed Twenty-Eight Thousand and 00/100 Dollars (**\$28,000.00**).

Section 10. 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 11. 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.

(Ivy Village Corp. Project – Phase II)

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

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

Secretary

Exhibit A

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

[Attached Hereto]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Wednesday, May 28, 2025, at 3:30 p.m., local time, at Le Roy Village Hall, 3 West Main Street, Le Roy, New York 14482, in connection with the following matter:

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

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

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

The Agency will acquire and/or retain title to, or a leasehold interest in, the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the Company will purchase the Facility from the Agency, or if the Agency holds a leasehold interest, the leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (the "Financial Assistance") to the Company in the form of sales and use tax exemptions and a partial mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement.

The Agency will broadcast the public hearing live at www.vimeo.com/event/3477651, and the public hearing video will be available for on-demand viewing on the Agency's website at www.gcedc.com/projects.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company's Project Application and hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

Dated: May 12, 2025

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A
GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER

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AFFIDAVIT OF PUBLICATION
Batavia Daily News

State of New York,
County of, Genesee County,

The undersigned is the authorized designee of Batavia Daily News, a Daily Newspaper published in Genesee County, New York. I certify that the public notice, a printed copy of which is attached hereto, was printed and published in this newspaper on the following dates:

05/14/2025

This newspaper has been designated by the County Clerk of Genesee County, as a newspaper of record in this county, and as such, is eligible to publish such notices.

Christina Henke Rea

Signature

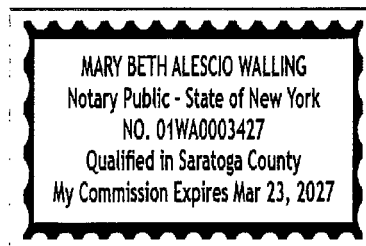
Christina Henke Rea

Printed Name

Subscribed and sworn to before me,

This 20 day of May 2025

Digitally signed
by Mary Beth
Alescio Walling
Date: 2025.05.20
19:47:42 +00:00



3.1 b

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**GENESEE COUNTY
NOTICE OF PUBLIC HEARING**

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The Agency will broadcast the public hearing live at www.vimeo.com/event/3477651, and the public hearing video will be available for on-demand viewing on the Agency's website at www.gcedc.com/projects.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company's Project Application and hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

Dated: May 14, 2025

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A
GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER

3.1b

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REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF IVY VILLAGE CORP PHASE II HELD ON WEDNESDAY, MAY 28, 2025 3:30 P.M. AT THE LEROY VILLAGE HALL, 3 WEST MAIN STREET, LEROY, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Chris Suozzi, VP Business Development – GCEDC
Krista Galdun, Finance Assistant – GCEDC

II. CALL TO ORDER

The public hearing of Ivy Village Corp. Phase II opened at 3:31 p.m. at the Leroy Village Hall, 3 West Main Street, in Leroy, 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

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).

IV. COMMENTS

C. Suozzi 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 3:41 p.m.

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Exhibit B

Negative Declaration of the Village of LeRoy

[Attached Hereto]

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Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only (If applicable)

Project: Lake Street Senior Housing
 Date: 5/18/2022

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

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2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

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I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.

☒ NO

☐ YES

(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.

☒ NO

☐ YES

(See Part 1. E.2)

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air

The proposed action may include a state regulated air emission source.
(See Part 1. D.2.f., D.2.h, D.2.g)

☒ NO

☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.)

☒ NO

☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

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e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) If "Yes", answer questions a - g. If "No", go to Section 10. <div style="text-align: right;"> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES </div>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2-3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) If "Yes", answer questions a - e. If "No", go to Section 11. <div style="text-align: right;"> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES </div>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

3.1b

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d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3.1b

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13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.
(See Part 1. D.2.j)

☒ NO☐ YES

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.
(See Part 1. D.2.k)

☒ NO☐ YES

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.
(See Part 1. D.2.m., n., and o.)

☐ NO☒ YES

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.

(See Part 1. C.1, C.2. and C.3.)

If "Yes", answer questions a - h. If "No", go to Section 18.

☒ NO☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.

(See Part 1. C.2, C.3, D.2, E.3)

If "Yes", answer questions a - g. If "No", proceed to Part 3.

☒ NO☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Impact on Surface Water - Discussion was held regarding potential for impact to surface water on surrounding properties. It was noted that the developer will be required to comply with the NYS Stormwater Management Design Manual. The developer will also be required to prepare a SWPPP and obtain approval from the Village Engineer. NYS requires that surface runoff from the property will not be negatively impacted, meaning any runoff from additional impervious surfaces must be contained on-site.

Impact on Noise, Odor, and Light - Primary concern was related to lighting and ensuring downward lighting would be installed. The Village Code indicates "Exterior security lighting (i.e., mercury vapor, high pressure sodium, spot or floodlights) shall not be installed or maintained so as to shine directly in or upon adjoining residential dwellings."

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☒ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Ivy Village Corp.

Name of Lead Agency: Village of LeRoy

Name of Responsible Officer in Lead Agency: Greg Rogers

Title of Responsible Officer: Mayor

Signature of Responsible Officer in Lead Agency:

Date: 5/18/22

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Eileen Carmel

Address: 3 West Main Street, LeRoy, NY 14482

Telephone Number: (585) 768-2527

E-mail: ecarmel@villageofleroy.org

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

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3.1b

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may
3/30/25

Customer Information

Potential Customer:	HP Hood, LLC	Opportunity Type:	Expansion
Project Street Address:	5140 AgPark Drive West	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	Batavia	Type of Project:	Expansion
Project Description:	2025 HP Hood Expansion	New Jobs:	N/A
Total Capital Investment:	\$25,968,000	Retained Jobs:	412
Incentive Amount:	\$1,206,491	School District:	Batavia
Benefited Amount:	\$20,783,200	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:	6/5/2025
Opportunity Summary:	HP Hood, LLC is planning to build a 7,722 sq ft facility at the Genesee Valley Agri Business Park in the town of Batavia with a total capital investment of \$25,968,000.

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

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

Economic Impact: The Fiscal impacts (discounted value) on Local Benefits totals \$6,365,666 (\$6,253,180 in payroll and \$112,486 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

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

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$16,883,200
Equipment (non-taxable):	\$5,184,800
Other Costs: (Non-Production Equipment)	\$3,900,000
Total Capital Investment:	\$25,968,000

Estimated Benefits Provided

Sales Tax Exempt:	\$1,122,394
Property Tax Exempt:	\$84,097
Total Estimated Tax Incentives Provided:	\$1,206,491

Total Amount Finance: \$0

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MSM
5/30/2

Genesee County Industrial Development Agency

MRB Cost Benefit Calculator

Date May 20, 2025
Project Title HP Hood - Milk Receiving Bay 2025
Project Location GV Ag Park



Cost-Benefit Analysis Tool powered by MRB Group

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Construction Project Costs

\$16,883,200

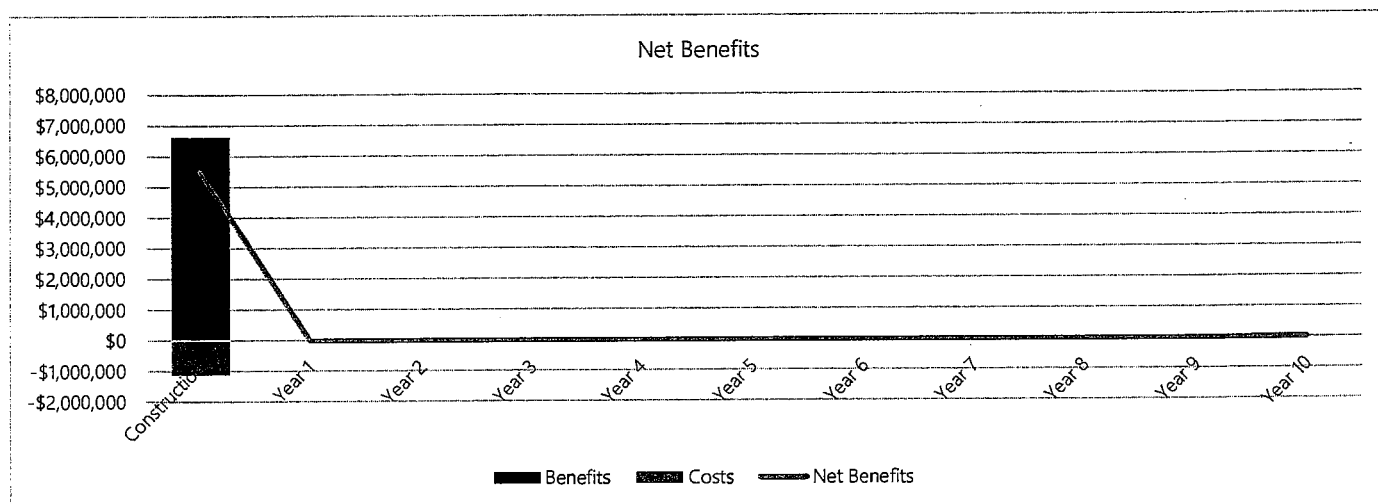
Temporary (Construction)

	Direct	Indirect	Total
Jobs	66	19	85
Earnings	\$5,210,372	\$1,042,808	\$6,253,180
Local Spend	\$16,883,200	\$4,481,413	\$21,364,613

Ongoing (Operations) Aggregate over life of the PILOT

	Direct	Indirect	Total
Jobs	0	0	0
Earnings	\$0	\$0	\$0

Figure 1



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

Figure 2

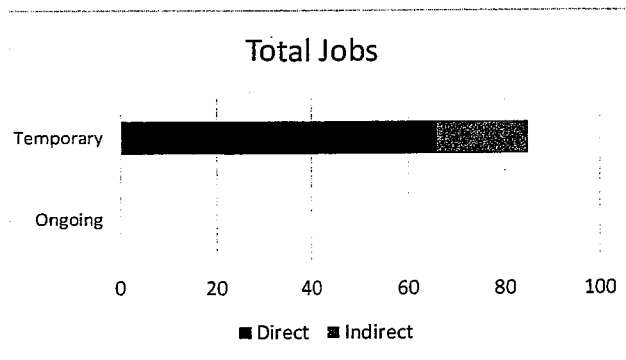
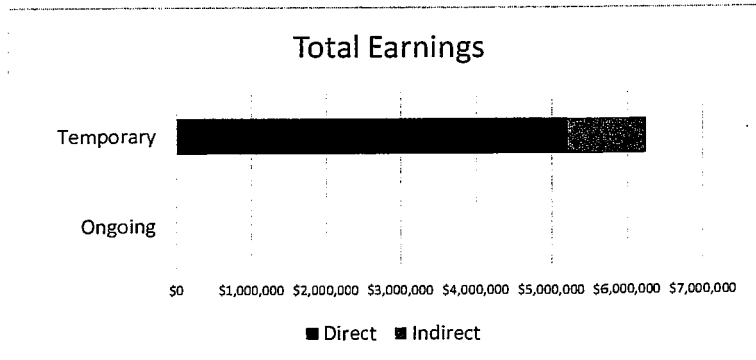


Figure 3



3.2

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Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$84,097 ✓	\$84,097
Sales Tax Exemption	\$1,122,394 ✓	\$1,122,394
Local Sales Tax Exemption	\$561,197	\$561,197
State Sales Tax Exemption	\$561,197	\$561,197
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
Total Costs	\$1,206,491	\$1,206,491

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$6,365,666	\$6,365,666
To Private Individuals	\$6,253,180	\$6,253,180
Temporary Payroll	\$6,253,180	\$6,253,180
Ongoing Payroll	\$0	\$0
Other Payments to Private Individuals	\$0	\$0
To the Public	\$112,486	\$112,486
Increase in Property Tax Revenue	\$56,065	\$56,065
Temporary Jobs - Sales Tax Revenue	\$43,772	\$43,772
Ongoing Jobs - Sales Tax Revenue	\$0	\$0
Other Local Municipal Revenue	\$12,649	\$12,649
State Benefits	\$325,165	\$325,165
To the Public	\$325,165	\$325,165
Temporary Income Tax Revenue	\$281,393	\$281,393
Ongoing Income Tax Revenue	\$0	\$0
Temporary Jobs - Sales Tax Revenue	\$43,772	\$43,772
Ongoing Jobs - Sales Tax Revenue	\$0	\$0
Total Benefits to State & Region	\$6,690,831	\$6,690,831

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$6,365,666	\$645,294	10:1 ✓
State	\$325,165	\$561,197	1:1
Grand Total	\$6,690,831	\$1,206,491	6:1

*Discounted at the public sector discount rate of: 0%

Additional Comments from IDA

Project is ready to go by town

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

mm
5/30/25

MRB Cost Benefit Calculator		Genesee County Industrial Development Agency	MRB Group
Date	May 20, 2025		
Project Title	HP Hood - Milk Rectifying Bay 2025		
Project Location	GV Ag Park		

Construction Phase - Project Assumptions

Project Costs

Enter total construction project costs: Value ☒ as defined by NYS Labor Law 224-a

Local Construction Spending

In-region construction spending

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$16,883,200
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
Most projects will only have one line related to construction type.		100%	\$16,883,200

New Household Spending - Residential and Mixed-Use Projects Only

Unit Types and Household Income Brackets

Unit Type 1

Description

Unit Count

Target Income (HH)

Unit Type 2

Description

Unit Count

Target Income (HH)

% Net New (See Instructions)

Total Units

Total Local Household Spending

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

Year 1 - Enter NAICS

NAICS Lookup	NAICS	Count	Per Job Annual Earnings	Total Earnings
Dry, Condensed, and Evaporated Dairy Prod	311514	0	\$0	\$0
	0			\$0
	0			\$0
	0			\$0
	0			\$0
	0			\$0
Total		0		\$0

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings
Dry, Condensed, and Evaporated Dairy Prod	311514	0	\$0
	0		\$0
	0		\$0
	0		\$0
	0		\$0
	0		\$0
Total	0		\$0

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Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
Dry, Condensed, and Evaporated Dairy Prod	311514	0	\$0	\$0
	0	0		\$0
	0	0		\$0
	0	0		\$0
	0	0		\$0
	0	0		\$0
	0	0		\$0
	Total	0		\$0

Fiscal Impact Assumptions

Estimated Costs of Incentives

	%	Value
Sales Tax Exemption		\$1,122,394
Local Sales Tax Rate	4.00%	\$561,197
State Sales Tax Rate	4.00%	\$561,197
Mortgage Recording Tax Exemption		\$0
Local	0.50%	\$0
State	0.50%	\$0

PILOT Term (Years)

Escalation Factor

Public Discount Rate

Total Costs Includes PILOT exemption, calculated below.

Property Tax Exemption

Year #	Year	Property Tax WITHOUT Project	Estimated PILOT	Property Tax on Full Assessment	Difference in Current vs. PILOT	Difference PILOT vs Full Taxes
1	2027		\$2,803	\$14,016	\$2,803	\$11,213
2	2028		\$2,803	\$14,016	\$2,803	\$11,213
3	2029		\$2,803	\$14,016	\$2,803	\$11,213
4	2030		\$4,205	\$14,016	\$4,205	\$9,811
5	2031		\$4,205	\$14,016	\$4,205	\$9,811
6	2032		\$4,205	\$14,016	\$4,205	\$9,811
7	2033		\$7,008	\$14,016	\$7,008	\$7,008
8	2034		\$7,008	\$14,016	\$7,008	\$7,008
9	2035		\$9,811	\$14,016	\$9,811	\$4,205
10	2036		\$11,213	\$14,016	\$11,213	\$2,803
11	2037					
12	2038					
13	2039					
14	2040					
15	2041					
16	2042					
17	2043					
18	2044					
19	2045					
20	2046					
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Other Benefits to Public and Private Individuals - If Applicable

Year #	Year	Other Local Municipal Revenue	Other Payments to Private Individuals
1	2007	\$1,265	
2	2008	\$1,265	
3	2009	\$1,265	
4	2010	\$1,265	
5	2011	\$1,265	
6	2012	\$1,265	
7	2013	\$1,265	
8	2014	\$1,265	
9	2015	\$1,265	
10	2016	\$1,265	
11	2017	\$1,265	
12	2018	\$1,265	
13	2019	\$1,265	
14	2020	\$1,265	
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Project Name: HP Hood, LLC

Board Meeting Date: June 5, 2025

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

PROJECT DESCRIPTION:

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

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

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

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 Concurrence: YES NO If no, state justification:

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

The Fiscal impacts (discounted value) on Local Benefits totals \$6,365.666 (\$6,253,180 in payroll and \$112,486 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

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

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

Board Discussion:

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: The project supports the food industry.

Board Discussion: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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INITIAL RESOLUTION
(HP Hood LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, June 5, 2025.

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

Resolution No. 06/2025 - _____

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

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

WHEREAS, pursuant to that certain Lease Agreement, dated as of February 1, 2009 (the "2009 Lease Agreement") by and between Genesee Agri-Business LLC ("Genesee Agri-Business"), as lessor and the Agency, as lessee, a memorandum of which was recorded in the office of the Genesee County Clerk on March 2, 2009 in Liber 872 at Page 424, Genesee Agri-Business leased approximately two hundred and three (203) acres of land located in the Town of Batavia, Genesee County, New York to the Agency (the "Ag Park Land"); and

WHEREAS, pursuant to that certain Amended and Restated Lease Agreement, dated as of June 30, 2017 (the "Amended 2009 Lease Agreement"), by and between Genesee Agri-Business, as lessor and the Agency, as lessee, and that certain Amended and Restated Leaseback Agreement, dated as of June 30, 2017 (the "Amended 2009 Leaseback Agreement"), by and between the Agency, as lessor and Genesee Agri-Business, as lessor, Genesee Agri-Business and the Agency terminated the Agency's leasehold interest in the Land (as hereinafter defined) and Genesee Agri-Business' sub-leasehold interest in the Land, but retained the Agency's leasehold interest in the remaining portion of the Ag Park Land and Genesee Agri-Business' sub-leasehold interest in the remaining portion of the Ag Park Land; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated as of March 2, 2012 by and between Genesee Agri-Business and Wave Holdings, LLC (as predecessor to

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Muller Quaker Dairy), Genesee Agri-Business sold that certain portion of the Ag Park Land which constitutes the Land to Muller Quaker Dairy, subject to the Agency's leasehold estate created under the 2009 Lease Agreement and Genesee Agri-Business' sub-leasehold estate created under the 2009 Leaseback Agreement, which said leasehold estate and sub-leasehold estate have now been terminated pursuant to the Amended 2009 Lease Agreement and the Amended 2009 Leaseback Agreement; and

WHEREAS, by Resolution adopted by the Agency on March 12, 2012, in connection with a certain project undertaken by Muller Quaker Dairy, as agent of the Agency, the Agency authorized the execution of certain documents including (i) that certain Lease Agreement, dated as of August 1, 2012, by and between Muller Quaker Dairy, as lessor and the Agency, as lessee (the "Original Lease Agreement"), a memorandum of which was recorded in the Office of the Genesee County Clerk on September 26, 2012 in Liber 894 at Page 828 and (ii) that certain Leaseback Agreement, dated as of August 1, 2012, by and between the Agency, as lessor and Muller Quaker Dairy, as lessee (the "Original Leaseback Agreement"), a memorandum of which was recorded in the Office of the Genesee County Clerk on September 26, 2012 in Liber 894 at Page 834, pursuant to which Muller Quaker Dairy leased its interest in the Land (as defined below) to the Agency and the Agency subleased its interest in the Land to Muller Quaker Dairy; and

WHEREAS, pursuant to that certain Assignment and Assumption of Agreements, dated as of January 12, 2016 (the "2016 Assignment and Assumption of Agreements"), by and among the Agency, Muller Quaker Dairy and Batavia Dairy Products, LLC ("Batavia Dairy Products"), which 2016 Assignment and Assumption of Agreements was recorded in the Office of the Genesee County Clerk on February 29, 2016 in Liber 357 at Page 505, Muller Quaker Dairy assigned to Batavia Dairy Products, its rights, title, interest, duties and obligations and liabilities under the Original Lease Agreement and the Original Leaseback Agreement; and

WHEREAS, pursuant to that certain Assignment and Assumption of Agreements, dated as of June 30, 2017 (the "Assignment and Assumption of Agreements"), by and among the Agency, Batavia Dairy Products and the Company, Batavia Dairy Products assigned to the Company, its rights, title, interest, duties and obligations and liabilities under the Original Lease Agreement and the Original Leaseback Agreement; and

WHEREAS, the Agency previously undertook a certain project (the "2017 Project") for the benefit of the Company consisting of: (A) the acquisition or retention by the Agency of a leasehold interest in certain land located at 5140 Ag Park Drive West, Town of Batavia, Genesee County, New York (being more particularly described as tax map identification number 13.-1-165.111/P) (the "Land") and the existing improvements located thereon, consisting principally of a 383,000 square-foot manufacturing facility (the "2017 Existing Improvements"), (B) (i) the renovation and equipping of the 2017 Existing Improvements and (ii) the construction and equipping on the Land of small external additions, silo tanks, an approximately 100,000 square-foot refrigerated warehouse and related improvements and infrastructure for use by the Company as a fluid processing plant (the "2017 Improvements") and (C) the acquisition by the Company in and around the 2017 Improvements of certain items of machinery, equipment and other tangible personal property, including but not limited to, processing equipment, filling equipment, and waste water treatment equipment (the "2017 Equipment", and collectively with the Land, the

2017 Existing Improvements and the 2017 Improvements, the "2017 Facility"); and

WHEREAS, in furtherance of the 2017 Project, the Agency and the Company entered into the following agreements each dated June 30, 2017: (i) an Agent, Financial Assistance and Project Agreement, (ii) a certain Amended and Restated Lease Agreement, (iii) a certain Amended and Restated Leaseback Agreement, (iv) a certain Amended and Restated Payment-In-Lieu-of-Taxes Agreement, and (v) related documents (collectively, the "2017 Agency Documents"), whereby the Agency appointed the Company as agent of the Agency to undertake the 2017 Project and provided the Company with certain forms of financial assistance (the "2017 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 in the Land along with the existing improvements located thereon (comprised of the 2017 Existing Improvements and the 2017 Improvements, collectively, the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 7,700 square foot addition to the Existing Improvements comprised of two (2) receiving bays, raw milk silo alcove and silo pads, CIP room, remote truck testing lab and electrical room, along with site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"), such Project to be undertaken by the Agency and the Company primarily through a Project Agreement (defined herein) and the amendment of the 2017 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) retain and/or 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 and (b) a partial real property tax abatement structured through the Tax Agreement (collectively, the "Financial Assistance").

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

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

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

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

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

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

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

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION
(HP Hood LLC Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on June 5, 2025, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

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THE BATAVIAN

LOCAL MATTERS



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Masse responds to critics of economic development: 'These projects are real. They're here'

By Howard B. Owens
May 21, 2025, 8:05am



GCEDC-provided photo of Apple Tree Acres when the industrial park's first tenant, Liberty Pumps, was under construction.

Misconceptions about economic development incentives persist in Genesee County, suggests Mark Masse, president and CEO of the Genesee County Economic Development Center, but the results at Apple Tree Acres in Bergen show a different reality: more jobs, higher payroll, and a growing tax base.

Masse met with The Batavian on Tuesday to discuss a recent case study that the agency presented at its annual meeting two weeks ago.

"We wanted to take a look at this as a case study to dispel a lot of the myths that we hear constantly about IDAs and incentives—that after 10 years and the pilot expires, companies are going to leave, that they never meet their job creation goals, all of those types of things," Masse said.

The companies currently in Apple Tree Acres, collectively, initially pledged to create 119 jobs. The companies have created at least 419 jobs (companies no longer under a PILOT agreement do not report employment numbers annually, so the agency is including their numbers from the most recent annual report filed).

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Combined, the companies maintain a payroll of at least \$30 million.

The PILOT payment (payments in lieu of taxes) and property taxes being paid to local taxing jurisdictions is \$343,000 annually.

"That is 28 times what that would have been had it remained ag land and under an ag exemption," Masse said. "By the time all the PILOTs roll off, it'll be a million dollars in property taxes."

Apple Tree Acres, which began development around 1999, is now fully sold out following the decision by Oxbo International Corporation to move from Byron to a new plant at Apple Tree. Construction began in September and is expected to be completed by the end of this year.

The park has attracted a mix of new and expanding local businesses. Liberty Pumps, the first tenant, has grown from 10 employees to more than 300. Masse noted that Oxbo, which considered building in Wisconsin, ultimately chose Bergen because the site fit their needs better.

Oxbo will open with 140 employees and expects to create 60 new jobs once fully operational.

Masse addressed the common misperception that incentives are simply cash handouts.

"People think we're handing out bags of cash to companies and we are not," he said. "If they didn't build, then there are no incentives."

He also explained that corporate businesses draw significantly less in municipal services than residential properties, which means the taxes and PILOTs the companies pay help subsidize services for residents.

"Any corporation with the taxes they're paying is helping to subsidize the cost of municipal services for the residents," Masse said. "So having businesses like this, even under PILOTs, helps to defer a lot of those municipal service costs that residents are paying for."

Multiple companies at Apple Tree Acres have completed their PILOT agreements and remain in operation, exceeding their initial job projections. They didn't move away, as critics often suggest such companies do once the tax incentives expire.

"Ad Tech and Leonard Bus have been off of their PILOTs for about six years now, and they're still going strong with no issues," Masse said. "Most of the others are still kind of in the middle of their PILOT schedules."

The park currently hosts eight businesses, including a store for the ubiquitous retail giant Dollar General, a recent addition, which Masse said chose the site for its location, the number of employees and businesses at the park, and the daily traffic from the park and nearby I-490.

The impact of Apple Tree Acres extends beyond direct employment and tax revenue. Masse pointed out that companies in the park hire local contractors, vendors, and service providers, creating additional economic benefits that are not captured in the employment numbers.

"If they sub out, if they hire a local mowing company to mow, landscaping company, window cleaners, their suppliers that are paying their truck drivers to bring in product and take product out—those companies aren't paying those salaries (in the calculation of annual salaries mentioned above), but those people do have jobs and are being paid because of this particular development," Masse said.

The Genesee Valley Agri-Business Park in Batavia offers another example of the long-term impact of economic development projects.

Masse noted that H.P. Hood, which took over a facility originally built by Pepsi Mueller, has invested heavily in the site and now exceeds the original job creation projections.

"Hood just recently won a national award for that facility as well. On the national food manufacturing scale, the Hood facility is known as one of the best in the country, if not the world," Masse said. "Hood thinks so highly of Batavia, and we're so glad they're here that they bought some of the additional acreage there to plan for future expansions, because a lot of their other places are landlocked. So if they're going to expand again, it's going to be in Batavia."

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Upstate Niagara, which bought the former Alpina yogurt plant, has also exceeded job projections and uses local milk, supporting area farmers.

The Ag Park still has 20 acres available, with CH4 Biogas holding a right of first refusal for a biodigester facility and J&L Ice planning a new facility.

Buffalo East in Pembroke has overcome significant site challenges, including extensive wetlands, to attract new investment.

Yancey's Fancy built a 112,000-square-foot facility in late 2015. The facility occupies 12 acres and represents a capital investment of \$20.6 million. J&R Fancher Property Holdings completed a mixed-use development in 2022 and is currently working on approvals for two 10-unit townhouse complexes.

"That's going to end up being a very beautiful park when it's completed," Masse said.

Gateway I, developed in the mid-1990s, and Gateway II, developed in the early 2000s, have both generated substantial economic activity.

Infrastructure investments for the Gateway II have attracted companies like Milton CAT, LandPro, New York Bus Sales, and SCP Pools along East and West Saile drives.

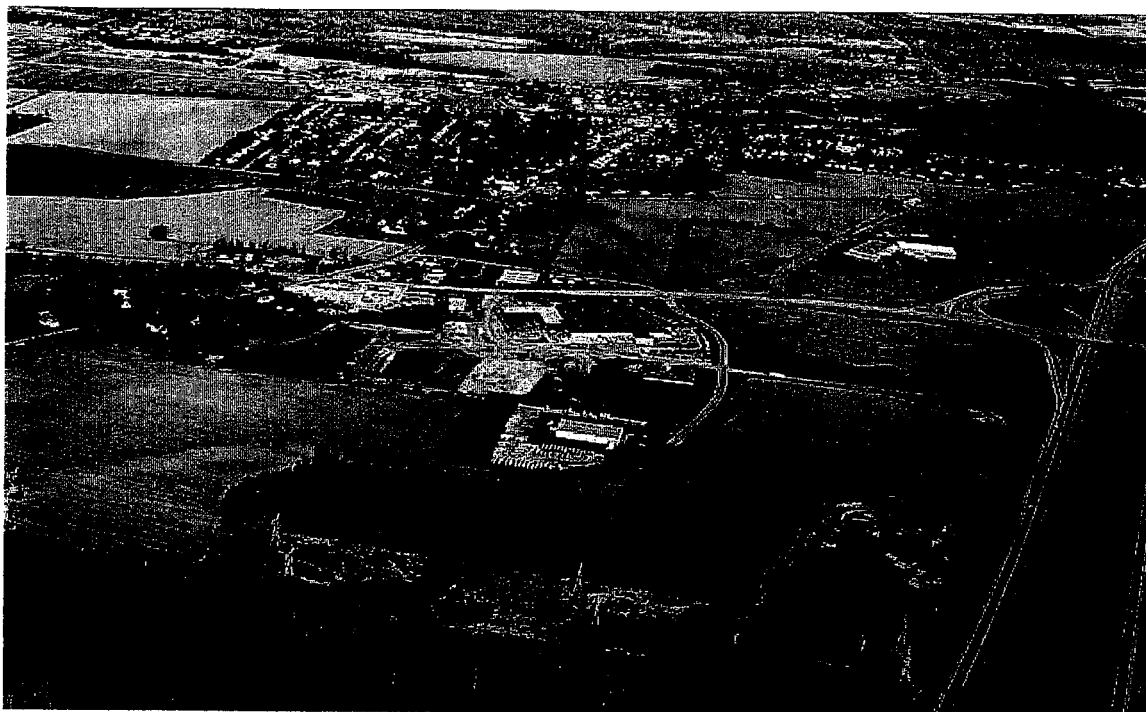
"You've seen a lot of other companies gobble up that acreage because of the available infrastructure that was funded to put in the park," Masse said. "We're going to take a look and see, from a case study perspective, what the park generates, and then what the spin-off outside of the park generates as well for an overall economic impact."

Masse emphasized that the results at these business parks are not theoretical.

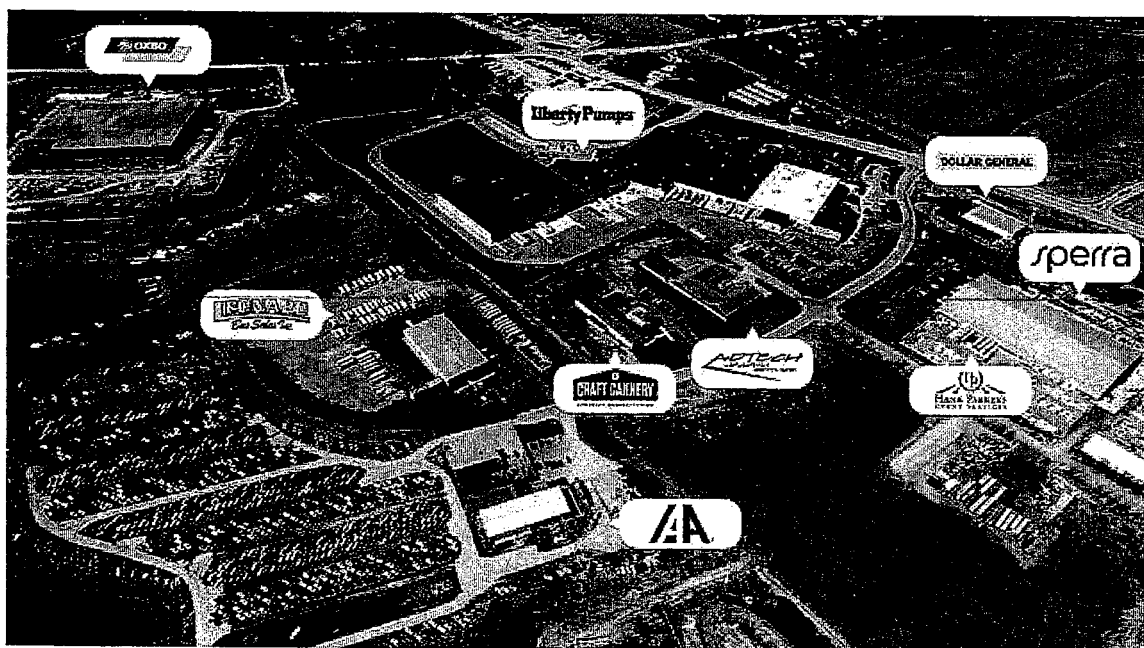
"These projects are real. They're here. You can go drive out and look at them, and as I said, you can see the cars in the parking lot of the people who are working there," Masse said. "We have to be competitive on these incentives, on these abatements, because if we aren't, these companies will build, but they won't build here, and then we will lose not only the workforce and the people we have, you'll lose the community efforts that a lot of these companies do."

He explained that the benefits of these projects extend into the fabric of the community.

"All of these employees have kids in the school system. They have kids in Scouts, Girl Scouts, and Boy Scouts. They're always selling things. They're fundraising for different causes. All of these things are happening inside of these facilities in our communities to benefit our communities," he said. "And if these companies weren't here, I don't know where that would come from, and that is a piece of economic impact that is never measured, that nobody ever wants to talk about, but it is vital to the survival of your kids' T-ball team, your kids' soccer team."



GCEDC-submitted photo of Apple Tree Acres in 2014



GCEDC-submitted photo of Apple Tree Acres in April 2025.

[news](#) [Genesee County Economic Development Center](#) [apple tree acres](#) [Genesee Valley Agri-Business Park](#) [Buffalo East Technology Park](#) [Gateway II Corporate Park](#)



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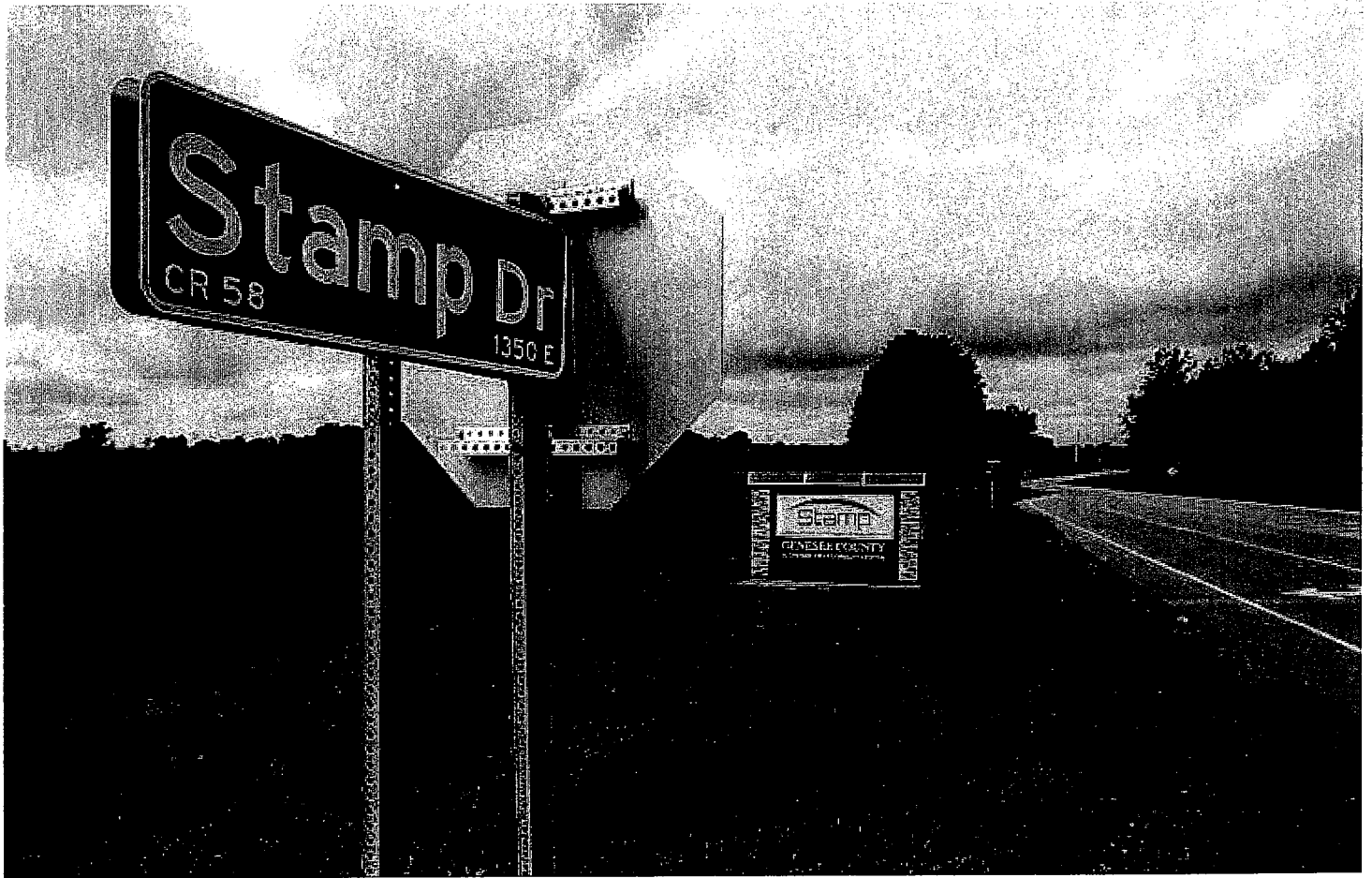
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Guest Essay: STAMP fulfilling commitment to Alabama

By Mark Masse Genesee County Economic Development Center

May 17, 2025



The Science and Technology Advanced Manufacturing Park entrance is shown in the town of Alabama.

Mark Gutman/Daily News file photo



When the new \$6.3 billion data center was recently announced at STAMP in the town of Alabama it was hailed as an economic boon to Genesee County and rightly so.

What should not be overlooked though have been the various benefits to the residents and taxpayers in the town of Alabama since the inception of STAMP twenty years ago.

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This is due to the foresight, leadership and wherewithal of the town Board over the last two decades which continues today.

Town leaders have repeatedly demonstrated decision making and vision in the best interests of the residents and taxpayers pertaining to STAMP. That is what they are elected for, and despite some recent unfounded claims and accusations, PILOT payments to the town to date have totaled almost \$665,000. The town leadership has been steadfast in their support of STAMP.

From a public health perspective, the infrastructure investments at STAMP have significantly enhanced access to public drinking water in the town. This is a very serious public health issue in rural communities across the GLOW region and upstate New York for that matter, but particularly for Alabama because of its unique geography as one of the highest points in the county which poses engineering challenges.

The build-out of water infrastructure at STAMP through the support of New York State resulted in Phase 1 and 2 of the town's \$12 million water project to be completed. With these phases completed the town was able to do Phase 3 on its own and now approximately 94% of town residents have access to an abundant supply of safe, clean drinking water. Those water lines also provide access to clean drinking water for the Tonawanda Seneca Nation and the town has reached out to them but have not heard back yet.

Another aspect to public health and quality of life as a result of STAMP are going to enable the town to plan for investments to modernize town hall, the town's fire department and its emergency services facility.

From an economic development standpoint, STAMP is poised to create several hundred jobs in the near term as Edwards Vacuum nears Phase 1 completion of its state-of-the-art manufacturing facility to support the fledgling semiconductor industry.

Edwards Vacuum's \$127 million Phase 1 investment will create 280 new jobs. Ultimately the company will invest \$212 million and create approximately 350 jobs while generating approximately \$644 million in economic impact, including payroll.

This figure also includes future revenues to local governments, including the town of Alabama. The fact is that the current two projects at STAMP are providing tax payments to the town at a rate 50 times more than if the property remained undeveloped farmland.

A familiar refrain in the business sector is that economic development is a marathon and not a sprint. STAMP is the epitome of this mantra and that is why over the long term, STAMP has the potential to create several thousands of jobs as a result of a robust pipeline of companies interested in the site.

What this means to the town of Alabama is continued growth, financial investment and opportunities for generations of residents to come.

Mark Masse is president and CEO of the Genesee County Economic Development Center.

Genesee County Economic Development Center
Dashboard 4/30/25
Balance Sheet - Accrual Basis

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	4/30/25	3/31/25	[Per Audit] 12/31/24
ASSETS:			
Cash - Unrestricted (1)	\$ 15,739,965	\$ 11,832,498	\$ 11,476,689
Cash - Restricted (A) (2)	35,923,023	41,527,670	44,694,211
Cash - Reserved (B) (3)	4,580,022	5,102,000	5,317,168
Cash - Subtotal	<u>56,243,010</u>	<u>58,462,168</u>	<u>61,488,068</u>
Grants Receivable (4)	553,676	53,176	169,266
Accounts Receivable - Current (5)	407,702	379,395	387,753
Interest Receivable	101,490	62,827	70,521
Deposits (6)	555,298	98,692	218,152
Prepaid Expense(s) (7)	64,272	83,487	38,286
Loans Receivable - Current	62,510	62,458	62,739
Total Current Assets	<u>57,987,958</u>	<u>59,202,203</u>	<u>62,434,785</u>
Land Held for Dev. & Resale (8)	34,824,840	28,844,487	28,685,435
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	<u>34,896,097</u>	<u>28,915,744</u>	<u>28,756,692</u>
Less Accumulated Depreciation	(70,712)	(70,657)	(70,493)
Net Property, Plant & Equip.	<u>34,825,385</u>	<u>28,845,087</u>	<u>28,686,199</u>
Accounts Receivable- Noncurrent (9)	4,150,000	4,150,000	4,150,000
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	92,389	97,773	113,896
Right to Use Assets, Net of Accumulated Amortization	5,605	5,605	5,605
Other Assets	<u>4,247,994</u>	<u>4,253,378</u>	<u>4,269,501</u>
TOTAL ASSETS	<u>97,061,337</u>	<u>92,300,668</u>	<u>95,390,485</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (15)	374,100	374,100	374,100
Deferred Outflows of Resources	<u>374,100</u>	<u>374,100</u>	<u>374,100</u>
LIABILITIES:			
Accounts Payable (10)	294,124	223,692	3,710,216
Loan Payable - Genesee County - Current (11)	335,000	335,000	325,000
Accrued Expenses	10,725	135	32,116
Lease Payable - Current	5,604	5,604	5,604
Customer Deposits (12)	117,191	113,081	68,387
Unearned Revenue (13)	34,464,175	40,148,524	40,179,526
Total Current Liabilities	<u>35,226,819</u>	<u>40,826,036</u>	<u>44,320,849</u>
Loans Payable - ESD (14)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (11)	1,850,000	1,850,000	2,185,000
Net Pension Liability (15)	356,081	356,081	356,081
Total Noncurrent Liabilities	<u>7,402,568</u>	<u>7,402,568</u>	<u>7,737,568</u>
TOTAL LIABILITIES	<u>42,629,387</u>	<u>48,228,604</u>	<u>52,058,417</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (15)	194,200	194,200	194,200
Deferred Inflows of Resources	<u>194,200</u>	<u>194,200</u>	<u>194,200</u>
NET ASSETS	<u>\$ 54,611,850</u>	<u>\$ 44,251,964</u>	<u>\$ 43,511,968</u>

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Significant Events:

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

Genesee County Economic Development Center
Dashboard - 4/30/25
Profit & Loss - Accrual Basis

DRAFT

	YTD				2025 Board Appr.	2025 YTD %
	4/30/25	4/30/24	2025	2024	Budget	of Budget
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 77,837	\$ 77,837	\$ 233,513	33%
Genesee County - WFD	2,083	2,083	8,333	8,333	25,000	33%
Fees - Projects (1)	4,465,116	190,000	4,794,222	336,477	493,000	972%
Fees - Services	7,309	7,262	29,237	29,048	87,713	33%
Interest Income on Loans	175	142	725	594	1,036	70%
Rent	4,055	500	8,555	500	22,123	39%
Common Area Fees - Parks	2,000	-	2,814	403	824	342%
Grants (2)	6,184,848	67,198	6,743,555	584,935	51,578,018	13%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	100,000	100,000	300,000	33%
BP ² Revenue	-	-	7,374	5,632	31,177	24%
Other Revenue (3)	2,001	2,149	127,919	5,472	62,662	204%
Total Operating Revenues	10,712,046	313,793	11,900,571	1,149,231	52,835,066	23%
<u>Operating Expenses</u>						
General & Admin	141,941	145,401	492,125	524,666	1,681,035	29%
Professional Services	-	5,000	63,922	26,250	219,362	29%
Site Maintenance/Repairs	-	-	3,117	9,106	45,500	7%
Property Taxes/Special District Fees	-	-	3,873	4,186	4,470	87%
PIF Expense	-	-	71,284	60,577	199,465	36%
Site Development Expense (4)	273,599	330	397,499	134,830	45,585,609	0.9%
Real Estate Development (5)	5,980,352	65,695	6,139,403	75,517	10,314,891	60%
Balance Sheet Absorption	(5,980,352)	(65,695)	(6,139,403)	(75,517)	-	N/A
Total Operating Expenses	415,540	150,731	1,031,820	759,615	58,050,332	2%
Operating Revenue (Expense)	10,296,506	163,062	10,868,751	389,616	(5,215,266)	
<u>Non-Operating Revenue</u>						
Other Interest Income	63,380	27,920	231,131	175,996	173,000	134%
Total Non-Operating Revenue	63,380	27,920	231,131	175,996	173,000	134%
Change in Net Assets	10,359,886	190,982	11,099,882	565,612	\$ (5,042,266)	
Net Assets - Beginning	44,251,964	28,482,067	43,511,968	28,107,437		
Net Assets - Ending	\$ 54,611,850	\$ 28,673,049	\$ 54,611,850	\$ 28,673,049		

Significant Events:

1. Fees Projects - Graham, Leatherleaf Solar, Excelsior Energy; YTD includes Rochester Davis-Fetch, 202 Oak Street, FFP NY LeRoy Project 1 & 2.
2. Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M, \$8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Other Revenue - 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.

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Genesee County Economic Development Center
Dashboard - For the Three Month Period Ended 4/30/25
Statement of Cash Flows

DRAFT

	4/30/25	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 107,712
Fees - Projects	4,465,116	4,778,222
Fees - Services	-	21,928
Interest Income on Loans	174	724
Rent	4,055	20,489
Common Area Fees - Parks	2,000	2,814
Grants	-	544,240
BP ² Revenue	-	7,374
GGLDC Grant - Economic Development Program Support	-	75,000
Other Revenue	2,001	127,919
Repayment of Loans	5,332	21,736
Customer Deposit	4,110	48,804
General & Admin Expense	(103,815)	(538,220)
Professional Services	-	(140,620)
Site Maintenance/Repairs	-	(13,538)
Site Development	(273,599)	(565,842)
Property Taxes/Special District Fees	-	(3,873)
PIF Expense	-	(71,284)
Deposit Paid	(500,000)	(500,000)
Improv/Additions/Adj to Land Held for Development & Resale	(5,936,959)	(9,169,512)
Net Cash Used By Operating Activities	<u>(2,310,043)</u>	<u>(5,245,927)</u>

CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:

Principal Payments on Loan	-	(325,000)
Net Cash Used By Noncapital Financing Activities	<u>-</u>	<u>(325,000)</u>

CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:

Interest Income (Net of Remittance to ESD)	90,885	325,869
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Net Change in Cash	(2,219,158)	(5,245,058)
Cash - Beginning of Period	58,462,168	61,488,068
Cash - End of Period	<u>\$ 56,243,010</u>	<u>\$ 56,243,010</u>

RECONCILIATION OF NET OPERATING REVENUE TO NET

CASH USED BY OPERATING ACTIVITIES:

Operating Revenue	\$ 10,296,506	\$ 10,868,751
Depreciation Expense	55	219
Increase in Operating Accounts/Grants Receivable	(528,807)	(404,359)
Increase in Deposits	(456,606)	(337,146)
(Increase) Decrease in Prepaid Expenses	19,215	(25,986)
Decrease in Loans Receivable	5,332	21,736
Increase in Land Held for Development & Resale	(5,980,353)	(6,139,405)
Increase (Decrease) in Operating Accounts Payable	4,264	(3,541,799)
Increase (Decrease) in Accrued Expenses	10,590	(21,391)
Decrease in Unearned Revenue	(5,684,349)	(5,715,351)
Increase in Customer Deposits	4,110	48,804
Total Adjustments	<u>(12,606,549)</u>	<u>(16,114,678)</u>
Net Cash Used By Operating Activities	<u>\$ (2,310,043)</u>	<u>\$ (5,245,927)</u>

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Mark Masse

Audit & Finance Committee

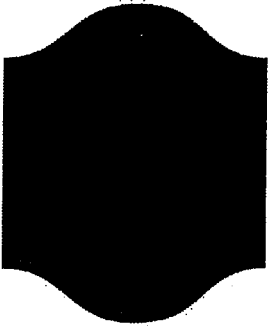
June 3rd, 2025

Proposal from Del Plato Casey Law Firm

Discussion: Attached is a proposal from Del Palto Casey Law firm to handle all non-STAMP real estate matters (Leases, options, purchases and sales).

Fund Commitment: None. Any fees charged would be related to specific work requested on a case by case basis.

Board Action Request: Recommend approval of the proposal.



81 Main Street
Batavia, New York 14020
Phone: (585) 344-1050
Fax: (585) 344-4165

May 28, 2025

Genesee County Economic Development Corporation
Attn: Mark Masse
99 MedTech Drive
Batavia, New York 14020

Dear Mark:

Thank you for the opportunity to continue working with the GCEDC to expand the services we may provide to the agency moving forward. We pride ourselves on efficiency and being a truly, full-service law firm with the offerings we provide.

With commercial real estate transactions, we offer our clients the following services:

- Draft, review, and negotiate letters of intent or purchase and sale agreements, as necessary
- Ordering the survey
- Coordinating any updates to the abstract of title, reviewing title, and working with buyer's attorneys on title issues and questions
- Preparation of transaction documents, such as the deed and accompanying forms for our client's signature
- Preparation of a closing statement
- Completion of backend processing tasks such as recording with the County Clerk and preparing checks for distribution to the appropriate vendors and parties

For transactions that require subdivision or other municipal approvals, we offer the following:

- Obtaining the necessary signatures for approval from the appropriate municipal agencies involved
- Recording the subdivision map
- Work with the local taxing authorities to determine new assessments and prorations as of the closing date

As we are a full-service real estate firm, we can also provide the GCEDC services including:

- Drafting, reviewing or negotiating leases, option agreements, mortgages, easements, or covenants and restrictions
- Title review, title insurance, and due diligence assistance for acquisitions of new developable property
- Mortgage financing review and coordination, including loan closings

Our firm's legal fees for most commercial transactions generally total between \$2,500 and \$4,500, depending upon the precise terms of the deal, deliverables and how the transaction develops among other parties involved. If helpful, we could review each potential project with you in advance to give you a rough estimate of the fees prior to engaging our services.

We appreciate the GCEDC considering the DelPlato Casey Law Firm and look forward to discussing this opportunity further. If we can provide any other information or answer any questions, please do not hesitate to reach out.

Sincerely,

DELPLATO CASEY LAW FIRM, LLP

Genesee County Economic Development Center

Procurement Policies and Procedures



Adopted: April 14, 1994
Amended: June 10, 2003, October 8, 2003
Readopted: June 14, 2006, March 25, 2008, March 23, 2009
Amended: June 5, 2014
Readopted: October 1, 2015
Readopted: July 14, 2016
Readopted: August 3, 2017
Readopted: October 4, 2018
Readopted: July 11, 2019
Readopted: June 4, 2020
Readopted: June 3, 2021
Readopted: June 2, 2022
Readopted: June 1, 2023
Readopted: June 6, 2024
Readopted: June 5, 2025

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

PROCUREMENT POLICIES AND PROCEDURES

1. INTRODUCTION
2. DECLARATION OF POLICY
3. DEFINITIONS
4. DETERMINATION OF PROCUREMENT
5. NO COMPETITIVE BIDDING
6. COMPETITIVE QUOTATIONS
 - 6.1. Written Descriptions Required
 - 6.2. Soliciting Competitive Quotations
 - 6.3. Exceptions
 - 6.4. Authorization
 - 6.5. Award of Contract
 - 6.6. Purchases (\$5,000 or less)
 - 6.7. Policies for Center's Benefit
7. MISCELLANEOUS
8. PROCUREMENT POLICY SUMMARY CHART

NOTE: THESE POLICIES AND PROCEDURES APPLY ONLY TO GOODS AND SERVICES PAID FOR BY THE CENTER FOR ITS OWN USE AND ACCOUNT. THEY DO NOT APPLY TO GOODS OR SERVICES (SUCH AS, BUT NOT LIMITED TO, BOND COUNSEL OR CENTER COUNSEL) PROCURED IN CONNECTION WITH SALE LEASEBACK OR A BOND ISSUANCE, FOR WHICH GOODS AND SERVICES A COMPANY PAYS.

1. **INTRODUCTION**

The policies and procedures set forth herein have been developed by the Genesee County Economic Development Center (the "Center") pursuant to New York State General Municipal Law Section 104-b regarding the procurement of Goods and Services not required by law to be procured pursuant to competitive bidding.

These policies and procedures apply only to Goods and Services paid for by the Center for its own use and account. They do not apply to Goods or Services (such as, but not limited to, Bond Counsel or construction services) for a project for which the Center will not be the project operator or occupant.

The Center adopted these policies and procedures at a meeting held April 14, 1994.

2. **DECLARATION OF POLICY**

Goods and Services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of Center moneys in the best interest of the Center, to facilitate the acquisition of Goods and Services of maximum quality at the lowest possible cost under the circumstances and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Board of the Genesee County Economic Development Center has adopted the policies and procedures set forth herein governing all procurement of Goods and Services which are not required to be procured pursuant to competitive bidding.

3. **DEFINITIONS**

The following terms shall have the following meanings:

1. "Center" shall mean the Genesee County Economic Development Center.
2. "Competitive Quotations" means the procurement of Goods and/or Services, in accordance with the provisions of Section "6" herein.
3. "Contract" shall mean a public work Contract, a purchase Contract, or, generally a Contract for Goods or Services in accordance with the provisions herein.
4. "County" shall mean the County of Genesee, New York.

5. "Goods" shall mean products, materials, supplies, equipment, apparatus and other like items, and the necessary Services related to these items.
6. "Board" shall mean the Board of Directors of the Center.
7. "Procurement" or "procure" shall mean the obtaining, through Contract or agreement of Goods and/or Services in accordance with these policies and procedures.
8. "Procurement Officer" shall mean the Chief Financial Officer of the Center or such other officer or employee of the Center designated by the Board to carry out the general and specific provisions of the policies and procedures set forth herein.
9. "Professional Services" means for those Services requiring special or technical skills, training, expertise, or licensing, or such Services which involve the use of professional judgment and/or a high degree of creativity, or which involve a relationship of personal trust or professional confidence including, but not limited to, engineering, architectural, medical, financial and legal services.
10. "Services" shall mean, generally, labor and/or construction to be performed.
11. "Sole Source Goods or Services" shall mean Goods or Services for which the Procurement Officer has determined that there is only one possible source from which to procure the desired Goods or Services, including, but not limited to, certain patented Goods or Services, or public utilities; provided, however, the Procurement Officer must certify that such Goods or Services are available from only one source so that no possibility of competition exists, including a showing that, at least (a) the unique benefits of the desired Goods or Services as compared to other such Goods or Services available in the marketplace, (b) no other Goods or Services provide substantially equivalent or similar benefits, and (c) considering the benefits received, the cost of the Goods or Services is reasonable, when compared to conventional methods;
12. "State" shall mean the State of New York.
13. "Vendor" shall mean a supplier or prospective supplier of Goods or Services.

4. DETERMINATION OF PROCUREMENT

The Procurement Officer is hereby designated to be responsible for determining whether a procurement of Goods or Services is subject to Competitive Quotations or is exempt from such procurement, and the Procurement Officer is authorized to determine that the nature of a particular project or class of projects is exempt from the procurement policies described herein. The Center hereby finds and determines that Professional Services are, in all cases, exempt from these procurement policies and procedures, as solicitation of alternate proposals and quotations is not in the best interest of the Center in situations in which special skills and expertise are required.

5. NO COMPETITIVE BIDDING

As of the date of adoption of these policies and procedures, the Center is not subject to the competitive bidding requirements of Section 103 of the General Municipal Law.

6. COMPETITIVE QUOTATIONS

6.1. Written Descriptions Required

Upon a determination by the Procurement Officer that Goods or Services are to be procured through competitive or verbal quotations, the Procurement Officer shall cause to be made a written description for each such Goods or Services to be procured. Such description need not necessarily include detailed specifications but may be generic or in outline form or describe the result sought by the Center. Such written description shall contain that information deemed necessary for the procurement of the desired Goods or Services in accordance with the policies of the Center, including a statement that the requested bid or quotation price shall include a statement whether cost of delivery is included, a statement that the Center reserves the right to reject all bids or quotations, waive minor deviations, consider alternative bids or quotations, negotiate price and terms with those making a bid or quotation (provided that negotiations with all those making a bid or quotation will be on substantially the same basis and regarding substantially the same matters), subject to the same terms and conditions of the written descriptions being sought by the Center and a statement regarding security and/or insurance, if required.

6.2. Soliciting Written Competitive Quotations

1. If the cost of the Goods or Services to be procured, based upon the written description prepared for the desired Goods or Services, will require an expenditure of more than \$5,000, but less than \$10,000, the desired Goods or Services shall be procured through Competitive Quotations solicited from not less than two Vendors.
2. If the cost of the Goods or Services to be procured, based upon the written description prepared for the desired Goods or Services, will involve an expenditure of more than \$10,000, the desired Goods or Services shall be procured through Competitive Quotations solicited from not less than three Vendors.
3. If, following reasonable efforts, insufficient numbers of Vendors exist for the solicitation of the requisite number of Competitive Quotations, then the Procurement Officer shall cause to be solicited Competitive Quotations from less than the requisite number of Vendors; provided, however, that the basis and other facts and circumstances or such efforts and/or findings relating to this provision shall be placed in writing.
4. The Procurement Officer shall cause to be made a record of the written description, the solicitation of the Competitive Quotations, the Competitive Quotations received and any other documents or materials prepared or received in connection with the procurement of Goods and Services of the Center.
5. Competitive Quotations need not be sealed and need not be opened and read at a stated time.
6. The Procurement Officer need not recommend the procurement of goods and services from the Vendor offering the lowest dollar quotation, but may recommend to the Board determinations of which quotations will fulfill or meet the best interests or needs of the Center, and each recommended determinations may be based on such factors as, without limitation, quality, features or options, reliability or reputation of the Vendor, availability of service, delivery time and location of the Vendor (local vis-a-vis non-local, in-state vis-a-vis out-of-state or country); and the Procurement Officer may negotiate terms and price with all Vendors submitting quotations (provided that all such negotiations will be on substantially the same basis and regarding substantially the same matters), and the determination of the Board pursuant to the Procurement Officer's recommendations made in good faith shall be final.

6.3. Exceptions

1. General Exceptions. The following Goods and Services may be procured by the Center without soliciting competitive quotations:

- a. Services performed by inmates, or Goods manufactured, in correctional facilities operated by the New York State Department of Correctional Services or in local correctional facilities of this State; provided, however, that the procurement of such Goods and Services shall be in accordance with Section 186 of the Correction Law;
- b. Goods and Services produced or assembled by the blind or other severely handicapped; provided, however, that the procurement of such Goods and Services shall be in accordance with Section 175-B of the State Finance Law;
- c. Goods procured by the County in accordance with subdivision (2) of Section 408-a of the County Law; provided, however that no such procurement shall be made from the County when Competitive Quotations have already been received, unless such procurement may be made upon the same terms, conditions and specifications of a lower price through the County;
- d. Goods in excess of \$500.00 procured by the State through the New York State Office of General Services, subject to rules established by such Office, in accordance with Section 163 of the State Finance Law; provided, however, that no such procurement shall be made from such Office when Competitive Quotations have already been received, unless such procurement may be made upon the same terms, conditions and specifications at a lower price through such Office;
- e. Surplus and/or second hand Goods which are being offered for purchase from the Federal or State governments or any other political subdivision or public benefit corporation within the State of New York.

2. Special Exceptions. Upon a determination that Goods or Services are (i) Professional Services, (ii) Sole Source Goods or Services or (iii) Goods or Services deemed by the Procurement Officer, in his or her sole discretion, not in the best interest of the Center to be procured in accordance with the Competitive Quotation requirements set forth herein, the Procurement Officer may procure such Goods or Services in such manner as the Procurement Officer determines to be in the best interest of the Center and which otherwise is in accordance with the policies of the Center, as set forth in Section "2" herein.

6.4. Authorization

The procurement of goods and services which will involve an expenditure of less than \$5,000 may be approved by the Procurement Officer. Authorization for individual expenditures of \$5,000 and over shall require the formal review and approval of the Center's Board.

6.5. Entering Into the Contract

1. Except as provided in Section "6.5.2" herein, upon receipt of the requisite number of Competitive Quotations, the Procurement Officer shall recommend to the Board that the Center enter into a Contract, or enter into an agreement, for such Goods or Services to the Vendor that submitted the Competitive Quotation with the lowest dollar offer for such Goods or Services, but subject to the provisions of Section "6.2.6" hereof.
2. If the Procurement Officer shall recommend to the Board that the Center enter into a Contract for Goods or Services to a Vendor that did not submit the Competitive Quotation with the lowest dollar offer, the Procurement Officer shall state the reasons such an award furthers the policy set forth in Section "2" herein and in accordance with Section "6.2.6" hereof.
3. Upon the procurement of Goods or Services in accordance with the provisions of Section "6.3" herein, the Procurement Officer shall recommend to the Board that the Center award a Contract, or enter into an agreement, for such Goods or Services to the Vendor identified by the Procurement Officer.
4. Upon receipt of the recommendation by the Procurement Officer regarding the entering into a Contract, the Board shall authorize the Procurement Officer to cause to be procured such Goods or Services with the recommended Vendor; provided, however, that the Board reserve the right to reject all bids or quotations, waive minor deviations, consider alternative bids or quotations, subject to the same terms and conditions of the written descriptions being sought by the Center.

6.6. Purchases (\$5,000 or less)

1. Notwithstanding the provisions set forth herein, the procurement of Goods or Services involving an expenditure of up to five thousand dollars (\$5,000.00) may be made without seeking Competitive Quotations; provided, however, that any Center employee authorized to make such a procurement shall use his or her best efforts to obtain the lowest cost for such Goods or Services, but taking into consideration the terms of Section "6.2.6" hereof.

6.7. Policy for Center's Benefit

These policies and procedures are intended solely for the benefit of the Center and are not intended for the economic or other benefit of any particular Vendor making a quotation; and accordingly, no Vendor shall have the right to challenge the determination of the Center to enter into Contracts for Goods and Services in accordance with the policies and procedures herein set forth.

7. MISCELLANEOUS

1. Procurement of Insurance – Procurement of Insurance Brokerage/Agent is subject to this Policy as a professional service. Notwithstanding the foregoing actual insurance policies procured are not subject to requirements of this Policy. Insurance Policies shall be reviewed by the Board annually.
2. Genesee County Business Enterprises – It is the preference of the Center to provide opportunities for the purchase of goods and services from business enterprises located in Genesee County.
3. Minority & Women Owned Business Enterprises (M/WBE) – The Center shall comply with all applicable legal requirements relating to the hiring of such businesses. It is understood that granting agencies may enforce requirements regarding M/WBE participation and the Center may not be able to choose lowest responsible bidders in order to comply in these situations.
4. Effect of Other Procurement Requirements – Where the procurement of a specific good or service is to be accomplished using funds other than the funds of the Center and such funding sources specify different or more restrictive procurement requirements than are provided for in this Policy, the procurement requirements of the funding source will supersede the requirements of this Policy.
5. The Board shall review the policies and procedures herein not later than March 31, 1995, and each year thereafter. Amendments to these policies and procedures may be made at any time during the year.
6. The unintentional failure to fully comply with the provisions of the policies and procedures set forth herein shall not be grounds to void action taken or give rise to a cause of action against the Center, the Board, the Procurement Officer, or any officer or employee of the Center.

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
99 MedTech Drive, Batavia, NY 14020-3118
Phone: 585/343-4866 Fax: 585/343-0848

COMPETITIVE QUOTATION FORM

Date: _____

1. **VENDOR:** _____
Address: _____

Phone: _____
Fax: _____

2. **REQUEST FOR QUOTATION** (to be completed by Center):
GOODS/SERVICES NEEDED

Delivery Needed By: _____

Insurance ☐ is ☐ is not required

- > The quotation should include charges, if any, for delivery.
- > The Center encourages changes or suggestions offering cost savings.
- > The Center reserves the right to reject all quotations, waive minor deviations or consider alternative quotations, subject to the same terms and conditions or negotiate with Vendors as to price, specifications or terms.
- > If your Goods or Services deviate from the description herein, please note such deviation.
- > Please submit any additional information that is pertinent to your quotation.

3. **QUOTATION:** The Center is requesting your competitive quotation of the Goods or Services described above. Please complete this quotation, sign and return not later than 5:00 p.m. on _____. Unsigned quotations will not be considered.

I, _____, am an employee of Genesee County EDC, and am duly authorized to submit this quotation.

[Center Employee Name]
[Title]

5.1

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VERBAL QUOTATION FORM

5.1

Genesee County Economic Development Center
Procurement Policy Summary

AUTHORIZATION						
	None	2 Written	3 Written	Other*	CEO	Board
Purchase Contracts:						
\$1,000-\$5,000	X				X	
\$5,000-\$10,000		X				X
\$10,000 or greater			X			X
Public Works Contracts:						
\$1,000-\$5,000	X				X	
\$5,000-\$20,000		X				X
\$20,000 or greater			X			X
Professional Services				6.3.2		
Sole Source Goods or Services				6.3.2		
Other Exceptions				6.3.1		

* Refer to Section indicated

Investment Policy

I. Scope

This Investment Policy ("Policy") applies to all moneys and other financial resources available for deposit and investment by the Genesee County Economic Development Center ("Agency") for its own use and account. The Agency adopted this Policy at a meeting held **June 5, 2025**.

II. Investment Objectives

The primary objectives of the Agency's investment program shall be, in order of priority, to: (1) comply with all applicable provisions of law; (2) safeguard the principal of all deposits and investments; (3) provide sufficient liquidity to ensure that monies invested are available to meet expenditures as they come due; and (4) obtain the maximum rate of return that is consistent with the preceding objectives.

III. Delegation Of Authority

The members of the Agency hereby delegate their responsibility for the implementation and administration of the Agency's deposit and investment programs, including the authority to execute any security and custody agreements required by this Policy, to the Treasurer or his designee who shall establish written procedures for the operation of the programs consistent with this Policy. Such procedures shall regulate subordinate employees and include an adequate internal control structure to provide a satisfactory level of accountability based on a database or record incorporating descriptions and amounts of deposits and investments, transaction dates, interest rates, market prices and other information necessary to manage the portfolio and to identify the sources of all funds being invested.

IV. Internal Controls

The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized loss or disposition, that such transactions are executed in accordance with proper authorization and recorded properly and, that such transactions are managed in compliance with applicable laws and regulations.

V. Prudence

The Treasurer, his or her subordinates and any other Agency employee having responsibility for the deposit or investment of Agency moneys shall at all times act responsibly as custodian of the public trust. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their affairs not for speculation, but for investment, considering the safety of principal as well as the income to be derived. All Agency officers and employees involved in the execution of the investment program shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

VI. Authorized Investments

Except as otherwise may be provided in this Policy, monies not required for immediate expenditure may be otherwise invested in any of the following:

- (1) Special time deposits or certificates of deposits in a bank or trust company located and authorized to do business in the State of New York ("bank");
- (2) Obligations of the United States of America;
- (3) Obligations guaranteed by agencies of the United States of America where the payment of principal and interest is guaranteed by the United States of America;
- (4) Obligations of the State of New York;
- (5) With the approval of the State Comptroller, obligations issued pursuant to Section 24.00 and Section 25.00 of the Local Finance Law by any municipality or district corporation;
- (6) Obligations of a public corporation which are made lawful investments by the Agency pursuant to another provision of law; and
- (7) Certificates of participation issued pursuant to General Municipal Law ("GML"), section 109-b.
- (8) Investments shall be payable or redeemable at the option of the Agency within such time as the proceeds shall be needed to meet expenditures for the purpose for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Agency within two years of the date of purchase.

VII. Deposits

All monies collected by any officer or employee of the Agency shall be deposited in such banks as have been authorized by a resolution of the governing board for that purpose in an amount not to exceed the amount specified in such authorizing resolution. It is the policy of the Agency that all moneys collected by any officer or employee of the Agency shall be deposited within two days of receipt and under no circumstance shall deposits occur later than the end of the month in which payment was received.

VIII. Diversification

Although it is the policy of the Agency to diversify its investment portfolio, the opportunity to diversify among types of investments is very limited because of legal constraints. Subject to these constraints, however, investments and deposits shall be diversified by financial institution, maturity and type of investment, a specific bank or trading partner or a specific maturity.

IX. Authorized Banks and Trading Partners

The Treasurer shall maintain a list of banks and other trading partners approved for investment purposes and if appropriate, establish limits on the amount of investments that may be outstanding with any bank or trading partner at any time. All banks and trading partners with which the Agency conducts business must be creditworthy as determined by criteria established by the treasurer. All banks with which the Agency does business shall provide their most recent Consolidated Report of Condition (Call Report) to the treasurer at his or her request. Trading partners not affiliated with a bank shall be recognized primary security dealers as designated by the Federal Reserve Bank of New York. The Treasurer is responsible for periodically evaluating the financial position of banks and trading partners with which the Agency does business and, based on such evaluations, for revising the list of eligible banks and trading partners as he or she deems appropriate.

X. Procedures for Securing Deposits, Special Time Deposits and Certificate Of Deposit

(A). Written Security Agreements

Monies of the Agency shall only be deposited, including certificates of deposit and special time deposits, in a bank with which the Agency has entered into a written security agreement. Such security agreement shall require the bank to secure all Agency deposits, in excess of the amount insured by the Federal Deposit Insurance Corporation, in the manner required by the New York State General Municipal Law ("GML"), section 10 and shall: (1) specify which types of eligible securities and other collateral authorized by Appendix "A" of this Policy and GML, section 10 are to be provided by the bank; (2) prescribe the maximum amount of collateral to be provided by the bank at any time; (3) prescribe the manner in which the market value of the collateral shall be determined and require any adjustments to market value as required by GML, section 10; (4) require the bank to provide additional collateral if the market value falls below the required amount; (5) provide that the collateral is being provided by the bank to secure all Agency deposits in the bank, together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default; (6) grant a security interest to the Agency in any securities pledged by the bank to secure deposits; (7) set forth the conditions under which the collateral may be sold, presented for payment, substituted or released; (8) define the events of default that will enable the Agency to exercise its rights against the pledged securities; (9) require that securities pledged to secure deposits and not registered in the name of the Agency be delivered in a form suitable for transfer or with an assignment in blank to a custodial bank with which the Agency has entered into a written custodial agreement; (10) provide for the frequency of valuation of collateral, which shall be no less frequently than monthly; (11) require that the agreement be properly authorized by the Board of Directors of the bank and that the bank maintain such agreement as an official record of the bank; and, (12) contain all such other provisions deemed necessary to enable the Agency to enforce its interest in the collateral in the event of default by the bank.

(B). Custody Agreement

All securities pledged by a bank pursuant to a written security agreement shall be delivered to a bank with which the Agency has entered into a written custody agreement ("Custodian"). The custody agreement shall: (1) specify the manner in which the custodian shall hold securities; (2) require the custodian to hold the securities as agent of, and custodian for, the Agency and to keep such securities separate and apart from the general assets of the custodian and not permit them to become backing for any other deposits or liabilities of the custodian; (3) require the custodian to confirm in writing the receipt, substitution or release of any securities from the Agency's custody account; (4) provide for the methodology and frequency of valuation of securities held by the custodian; (5) require the custodian to make appropriate entries o/n its books at all times showing the Agency's interest in the securities; (6) require physical securities be kept in the custodian's vault and physically segregated from the custodian's property and other property held by the custodian; (7) require the custodian to subordinate any claims it may have against the pledged securities to the Agency's interest therein; (8) permit the Agency access to books and records maintained by the custodian with respect to the Agency's account; and, (9) contain any other provisions deemed necessary and appropriate. A bank shall [not] be permitted to act as custodian of any securities pledged by such bank to secure Agency deposits.

XI. Purchase and Safekeeping of Investments

6.2
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The Treasurer shall establish operation procedures for making investments with approved banks and trading partners. In the case of investments in certificates of deposit and special time deposits, the procedures shall require the solicitation of quotations from more than one approved bank and whenever practicable, from banks located within Genesee County. In the case of investments in obligations, the procedures shall; (1) require the solicitation of quotes from more than one approved trading partner, except in the purchase of governmental securities at their initial auction; (2) require all purchased obligations, unless registered or inscribed in the name of the Agency, to be purchased through, delivered to, and held in the custody of a bank with which the Agency has entered into a written custodial agreement which complies with the requirements contained in paragraph (b) of section X of this Policy; (3) ensure that obligations are purchased, sold or presented for redemption or payment by a custodian only accordance with prior written authorization from the officer or employee authorized to make the investment; and, (4) provide that payment of the Agency's funds shall only be made upon delivery of the purchased obligations to the custodian. The Treasurer is further authorized to purchase obligations; (1) subject to a repurchase agreement in accordance with the procedures enumerated in paragraph XII of this Policy; or (2) pursuant to an ongoing investment program which has been authorized by the members of the Agency and which provides investment advisory and custodial services to the Agency.

XII. Procedures for Repurchase Agreements

The Treasurer is authorized to purchase and sell obligations pursuant to repurchase agreements subject to the following restrictions:

- (1) No repurchase transaction shall be entered into with any trading partner until the Agency has entered into a written master repurchase agreement with the trading partner;
- (2) Repurchase agreements shall be entered into only with trading partners approved by the Treasurer pursuant to Section IX of this Policy and shall be subject to any trading limits established for each trading partner;
- (3) Only obligations of the United States of America and obligations guaranteed by agencies of the United States of America where the payment of principal and interest is guaranteed by the United States of America shall be purchased pursuant to a repurchase agreement;
- (4) Obligations purchased pursuant to a repurchase agreement shall be held by a custodian, other than the trading partner, pursuant to a written custodial agreement;
- (5) The price paid for the securities shall not be in excess of the market value of the securities being purchased plus any accrued interest not reflected in the market price.

Master repurchase agreements between the Agency and its trading partners shall: (1) contain procedures which ensure that the Agency obtains a perfected security interest in the purchased securities; (2) defined events of default; (3) prohibit the trading partner from substituting securities for the purchased securities during the term of the repurchase agreement; (4) limit the term of a specific repurchase transaction to a period of not more than thirty days; (5) contain appropriate margin requirements and procedures for timely correction of margin deficiencies or excesses; (6) provide that the Agency shall not make payment for purchased securities purchased until received by the custodian; (7) require that the terms of all specific repurchase transactions, including rate, price and a description of the specific securities being purchased, be confirmed in writing; (8) provide that all specific repurchase transactions shall be subject to the terms of the master repurchase agreement; and, (9) contain such other provisions as are deemed necessary and appropriate. The written custody agreement shall comply with the requirements of paragraph (b) of section X of the Policy.

XIII. Legal Review

All security agreements, custodial agreements, letters of credit, surety bonds and repurchase agreements shall be reviewed by the Agency Counsel or other attorney retained for this purpose to determine their compliance with the requirements of sections 10 and 11 of the GML and this Policy.

XIV. Reports

The Treasurer shall provide quarterly written investment reports to the governing board of the Agency. Such reports shall describe investments in the portfolio and contain any other information deemed necessary for management purposes.

XV. Annual Review

The governing board shall review this Policy at least annually and make any amendments thereto as are deemed necessary.

APPENDIX A**SCHEDULE OF ELIGIBLE COLLATERAL****Eligible Securities**Authorized
Yes or No)

- | | | |
|-----|--------|--|
| Yes | (i) | Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation. |
| No | (ii) | Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank. |
| Yes | (iii) | Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty. |
| Yes | (iv) | Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of this State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys. |
| Yes | (v) | Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization. |
| No | (vi) | Obligations of Puerto Rico rated in one of the three highest rating categories by at least one of the three highest rating categories by at least one nationally recognized statistical rating organization. |
| Yes | (vii) | Obligations of counties, cities and other governmental entities of a state, other than the State of New York, having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization. |
| No | (viii) | Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization. |
| Yes | (ix) | Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by Federal banks under the limitations established by federal bank regulatory agencies. |
| No | (x) | Commercial paper and bankers' acceptances issued by a bank, other than the bank with which the money is being deposited or invested, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged. |
| Yes | (xi) | Zero coupon obligations of the United States government marketed as "Treasury STRIPS". |

Other Eligible Collateral

- | | | |
|----|------|---|
| No | (i) | A surety bond executed by an insurance company authorized to do business in the State of New York, the claims-paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations. |
| No | (ii) | An irrevocable letter of credit issued in favor of the local government for a term not to exceed ninety days by a bank (other than the bank with which the money is being deposited or invested) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or hold company) by at least one nationally recognized statistical rating organization or by a bank (other than the bank with which the money is being deposited or invested) that is in compliance with applicable federal minimum risk-based capital requirements. |

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**GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
DISPOSITION OF PROPERTY GUIDELINES
ADOPTED PURSUANT TO SECTION 2896 OF THE PUBLIC AUTHORITIES LAW**

SECTION 1. DEFINITIONS

- A. "Contracting officer" shall mean the officer or employee of the Genesee County Economic Development Center (hereinafter, the "Agency") who shall be appointed by resolution to be responsible for the disposition of property.
- B. "Dispose" or "disposal" shall mean transfer of title or any other beneficial interest in personal or real property in accordance with section 2897 of the Public Authorities Law.
- C. "Property" shall mean personal property in excess of five thousand dollars (\$5,000) in value, and real property, and any inchoate or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

SECTION 2. DUTIES

- A. The Agency shall:
 - (i) maintain adequate inventory controls and accountability systems for all property owned by the Agency and under its control;
 - (ii) periodically inventory such property to determine which property shall be disposed of;
 - (iii) produce a written report of such property in accordance with subsection B herewith; and
 - (iv) transfer or dispose of such property as promptly and practicably as possible in accordance with Section 3 below.

B. The Agency shall:

- (i) publish, not less frequently than annually, a report listing all real property owned in fee by the Agency. Such report shall consist of a list and full description of all real and personal property disposed of during such period. The report shall contain the price received by the Agency and the name of the purchaser for all such property sold by the Agency during such period; and
- (ii) shall deliver copies of such report to the Comptroller of the State of New York, the Director of the Budget of State of New York, the Commissioner of the New York State Office of General Services, and the New York State Legislature (via distribution to the majority leader of the senate and the speaker of the assembly).

SECTION 3. TRANSFER OR DISPOSITION OF PROPERTY

- A. Supervision and Direction. Except as otherwise provided herein, the duly appointed contracting officer (the "Contracting Officer") shall have supervision and direction over the disposition and sale of property of the Agency. The Agency shall have the right to dispose of its property for any valid corporate purpose.
- B. Custody and Control. The custody and control of Agency property, pending its disposition, and the disposal of such property, shall be performed by the Agency or by the Commissioner of General Services when so authorized under this section.
- C. Method of Disposition. Unless otherwise permitted, the Agency shall dispose of property for not less than its fair market value by sale, exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such other terms and conditions as the Agency and/or contracting officer deems proper. The Agency may execute such documents for the transfer of title or other interest in property and take such other action as it deems necessary or proper to dispose of such property under the provisions of this section. Provided, however, no disposition of real property, any interest in real property, shall be made unless an appraisal of the value of such property has been made by an independent appraiser and included in the record of the transaction and provided further that no disposition of any other property which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar property, shall be made without a similar appraisal.
- D. Sales by the Commissioner of General Services (the "Commissioner"). When the Agency shall have deemed that transfer of property by the Commissioner will be advantageous to the State of New York, the Agency may enter into an agreement with the Commissioner of pursuant to which Commissioner may dispose of property of the Agency under terms and conditions agreed to by the Agency and the Commissioner. In disposing of any such property, the Commissioner shall be bound by the terms hereof and references to the contracting officer shall be deemed to refer to such Commissioner.

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- E. Validity of Deed, Bill of Sale, Lease, or Other Instrument. A deed, bill of sale, lease, or other instrument executed by or on behalf of the Agency, purporting to transfer title or any other interest in property of the Agency in accordance herewith shall be conclusive evidence of compliance with the provisions of these guidelines and all applicable law insofar as concerns title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to the closing.
- F. Bids for Disposal; Advertising; Procedure; Disposal by Negotiation; Explanatory Statement.
- (i) Except as permitted by all applicable law, all disposals or contracts for disposal of property made or authorized by the Agency shall be made after publicly advertising for bids except as provided in subsection (iii) of this Section F.
 - (ii) Whenever public advertising for bids is required under subsection (i) of this Section F:
 - (A) the advertisement for bids shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the property proposed for disposition;
 - (B) all bids shall be publicly disclosed at the time and place stated in the advertisement; and
 - (C) the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Agency, price and other factors considered; provided, that all bids may be rejected at the Agency discretion.
 - (iii) Disposals and contracts for disposal of property may be negotiated or made by public auction without regard to subsections (i) and (ii) of this Section F but subject to obtaining such competition as is feasible under the circumstances, if:
 - (A) the personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to increase its value, or if the personal property is to be sold in such quantity that, if it were disposed of under subsections (i) and (ii) of this Section F, would adversely affect the state or local market for such property, and the estimated fair market value of such property and other satisfactory terms of disposal can be obtained by negotiation;

- (B) the fair market value of the property does not exceed fifteen thousand dollars;
 - (C) bid prices after advertising therefore are not reasonable, either as to all or some part of the property, or have not been independently arrived at in open competition;
 - (D) the disposal will be to the state or any political subdivision or public benefit corporation, and the estimated fair market value of the property and other satisfactory terms of disposal are obtained by negotiation;
 - (E) under those circumstances permitted by subsection (v) below; or
 - (F) such action is otherwise authorized by law.
- (iv) (A) An explanatory statement shall be prepared of the circumstances of each disposal by negotiation of:
- (1) any personal property which has an estimated fair market value in excess of fifteen thousand dollars;
 - (2) any real property that has an estimated fair market value in excess of one hundred thousand dollars, except that any real property disposed of by lease or exchange shall only be subject to clauses (3) and (4) of this subparagraph;
 - (3) any real property disposed of by lease, if the estimated annual rent over the term of the lease is in excess of \$15,000; or
 - (4) any real property or real and related personal property disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.
- (B) Each such statement shall be transmitted to the persons entitled to receive copies of the report required under all applicable law not less than ninety (90) days in advance of such disposal, and a copy thereof shall be preserved in the files of the Agency making such disposal.
- (v) Disposal of Property for less than Fair Market Value ("FMV").
- (a) No assets owned, leased or otherwise in the control of the Agency may be sold, leased, or otherwise alienated for less than its FMV except if:
 - (1) Transferee is a government or public entity and terms of transfer require ownership and use to remain with the government or public entity; or

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- (2) Purpose of transfer is within purpose, mission or statute of the Agency; or
 - (3) Written notification to Governor, Speaker, and Temporary President. Such notification is subject to denial. Denial by Governor is in the form of a certification. Denial by legislature is in the form of a resolution. Denial must be made within 60 days of receiving notification during January through June. Provided no denial then Agency may effectuate transfer. If legislature receives the notification in July through December, then legislature may take 60 days from January 1 of the following year. However, the Agency may obtain local approval from the chief executive and legislature of the political subdivision in lieu of the notification to the Governor, Speaker and Temporary President provided the Agency's enabling legislation provides for such approval and the property was obtained by the Agency from the political subdivision.
- (b) If below FMV transfer is proposed, the following information is required to be provided to the authority's board and the public:
- (1) Description of Asset;
 - (2) Appraisal of the FMV of the asset;
 - (3) Description of purpose of transfer, the kind and amount of the benefit to the public resulting from the transfer such as jobs and wages created or preserved;
 - (4) Value received compared to FMV;
 - (5) Names of private parties to the transaction and value received;
 - (6) Names of private parties that have made an offer, the value of offer, and purpose for which the asset would have been used.
- (c) Board must make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

The Guidelines are subject to modification and amendment at the discretion of the Agency board and shall be filed annually with all local and state agencies as required under all applicable law.

The designated Contracting Officer for the Agency is Mark A. Masse.

This policy is hereby adopted and shall be effective immediately as approved and adopted June 5, 2025.

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**Genesee
County
Economic
Development
Center**

Application for Financial Assistance

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Note: All of the above forms must be completed in their entirety to be considered an acceptable application.

Attachments

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I. Applicant Information

Company Name:		
Address:		
City / Town	State:	Zip:
Phone No.:		Fax No.:
Email Address:		Fed. Id. No.:

Type of Business: _____

SIC Code (<https://www.osha.gov/pls/imis/sicsearch.html>): _____

NAICS Code (<http://www.naics.com>): _____

Contact Person: _____

Principal Owners / Officers / Directors: (list owners with 15% or more in equity holdings with percentage ownership)

Name & Title

Name & Title

Corporate Structure (attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)

Form of Entity: ☐ C Corp ☐ S Corp ☐ Partnership ☐ LLC
☐ LLP ☐ Sole Proprietorship ☐ Not for Profit

If a corporation, partnership, limited liability company/partnership or Not for Profit:

What is the date of the establishment _____, Place of organization _____
and, if a foreign organization, is the Applicant authorized to do business in the State of New York?

Yes No N/A (circle)

Applicant's Counsel:		
Address:		
City / Town	State	Zip
Phone No.:		Fax No.:

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Please answer all questions. Use "None" or Not Applicable" where necessary. Information in this application may be subject to public review under New York State Law.

II. Project Information

- A) Location of Project / Project Address: _____
Address _____
Town _____ Zip _____
- B) Current Assessed Value of Property \$ _____ Tax Map # _____
(not required if project is for equipment purchases only)
- C) Square footage of existing building _____ S/F
Square footage of new / renovated build _____ S/F
Total Square Footage _____ S/F
- D) Detailed Description of Project (Including type and purpose of project, (Solar Projects - add mWac projected):

- E) Please explain how the requested financial assistance impacts the feasibility of this project in Genesee County versus outside of Genesee County. Would the project be viable without these incentives? Provide a detailed statement addressing the necessity of financial assistance for proceeding with this development in Genesee County.

- F) Is the Project Commercial in nature (Sales Tax Generating for Community)? Yes No (circle)
If yes, what is the estimated annual total Sales Tax to be generated from this project at full build-out? \$ _____
- G) Expected Start Date of Project Construction (mo / year) _____
- H) Time Expected to Complete Project Construction (in months) _____
- I) Estimated Project Certificate of Occupancy Date _____
(This date will be used for the PILOT start date)

Estimated Project Costs / Project Capital Investment:

Construction Cost:

\$ _____ (New Building Construction or Existing building renovation/expansion construction costs)

Land and/or Existing Building:

\$ _____ (Purchase Value of land and/or building incl. engineering, architect and blueprint fees)

Other / Sales Taxable Equipment:

\$ _____ (Furniture/Fixtures, Computers, Lockers...) Used for calculating Sales Tax Exemption

Production Equipment / Non-Sales Taxable:

\$ _____ (Exempt by NYS – excluded from benefitted project amount)

Other:

\$ _____ Describe: _____

Total Capital Investment:

\$ _____ (Sum all lines above)

Estimated Public and Private Sources of Funds for Project Costs:

Grants: \$ _____

Bonds: \$ _____

GCEDC/GGLDC loan fund: \$ _____

Bank Financing: \$ _____

Other: \$ _____ Describe: _____

Equity: \$ _____

Total of all sources of funds: \$ _____

Mortgage Amount on this Project: \$ _____
Subject to Mortgage Tax Exemption

Total Amount Financed \$ _____ Describe: _____

Estimated percentage of costs financed from public sector (grants, bonds, and GCEDC/GGLDC loan fund divided by total of all sources of funds): _____

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III. Project Employment Information

****Note:** Please use full-time equivalents (FTE), full-time jobs plus any combination of 2 or more part-time jobs that, when combined constitute the equivalent hours of a full-time position. (Attach additional sheets as necessary).

Do you have a previous project(s) with the GCEDC:

Yes No (circle)

If YES, please consult with staff when filling out this section.

E1) **Current** number of full time equivalent employees (prior to project): _____

E2) Estimate how many full time equivalent jobs will be **retained** (Current employment):

Full Time (FT) _____ Part-Time (PT) _____ ** Total Full Time Equivalents (FTE) _____

*Please note retained jobs should be based upon the most recent NYS MN-45 quarterly report, a copy of which should be attached to this application.

E3) What is the average estimated (annual) salary of jobs to be **retained** _____

~~Removed table for retained employment – not necessary.~~

E4) Estimate how many full-time equivalent employees (FTE) will be **created** as a result of this Project:

Years after Construction is Complete	Estimate of (FTE) Created <small>**Please note FTE definition above</small>	Average Annual Salary	Average Annual Salary and Benefits	Estimated Hours per week
1				
2				
3				
Total FTE's After 3 Years				

E5) What is the average estimated (annual) salary range of jobs to be **created** from _____ to _____

E6) Estimate of the number of residents of the Labor Market Area (as defined in N.Y. GML Sec. 859-a(4)(f)) to fill created jobs? _____

~~E4) Estimate how many full time/ part-time jobs will be **created** as a result of this Project over the next three years:~~

~~Full Time (FT) _____ Part Time (PT) _____ ** Total Full Time Equivalents (FTE) _____~~

~~E5) What is the planned average HOURLY wage for the FTE jobs to be created (new) \$ _____~~

~~E6) What is the average estimated ANNUAL salary RANGE of FTE jobs to be created \$ _____ to \$ _____~~

~~E7) What is the planned average annual BENEFITS paid in \$\$ per FTE job to be created \$ _____~~

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IV. Representations by the Applicant

- Is the company delinquent in the payment of any state or municipal property taxes? ☐ Yes ☐ No
- Is the company delinquent in the payment of any income tax obligation? ☐ Yes ☐ No
- Is the company delinquent in the payment of any loans? ☐ Yes ☐ No
- Is the company currently in default on any of its loans? ☐ Yes ☐ No
- Are there currently any unsatisfied judgments against the company? ☐ Yes ☐ No
- Are there currently any unsatisfied judgments against any of the company's principals? ☐ Yes ☐ No
- Has the company ever filed for bankruptcy? ☐ Yes ☐ No
- Have any of the company's principals ever personally filed for bankruptcy, or in any way sought protection from creditors? ☐ Yes ☐ No

If the answer to any of the questions above is "Yes," please provide additional comments in the space below and on additional pages if necessary.

Please initial each item where indicated

Job Listings - In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JPTA Entities") of the service delivery area created by the federal job training partnership act(Public Law 97-300) ("JPTA") in which the Project is located.

☐ _____ ***Applicant's Initials***

First Consideration for Employment - In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JPTA programs who shall be referred by the JPTA Entities for new employment opportunities created as a result of the Project.

☐ _____ ***Applicant's Initials***

Annual Sales Tax Fillings - In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the AGENCY, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, an Annual Report of Sales and Use Tax Exemptions (Form ST-340) by the last day of February following applicable calendar year (with a copy to the AGENCY), describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.

☐ _____ ***Applicant's Initials***

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Employment Reports - The Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, the Applicant agrees to file, or cause to be filed, with the AGENCY, on quarterly basis, copies of form NYS-45-MN Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Returns filed with the Department of Labor applicable to the project site.

☐ _____ ***Applicant's Initials***

AGENCY Reports – The Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, the Applicant agrees to file, or cause to be filed with the AGENCY, a certified Annual Project Report (to be mailed to the Applicant) due by the last day of February following applicable calendar year, for a period of time not to exceed 4 years post financial assistance.

☐ _____ ***Applicant's Initials***

Absence of Conflicts of Interest - The Applicant has received from the AGENCY a list of the members, officers, and employees of the AGENCY. No member, officers or employee of the AGENCY has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

☐ _____ ***Applicant's Initials***

Recapture Provision/Uniform Tax Exemption Policy ("UTEP") – Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the Applicant. Recapture provisions would be invoked under Section 875(3) of the New York General Municipal Law if it is determined that: (i) the Company 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 by the Agency to be taken by the Company; (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 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. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete, to the best of the Applicant's knowledge. Applicant hereby further represents and warrants that it has reviewed the Agency's UTEP and understands and agrees that under such UTEP, the Agency has the right to recapture all or a portion of any financial assistance provided by the Agency to the Company, including, but not limited to, sales and mortgage tax exemptions and real property tax abatements upon the occurrence of certain events as set forth in the UTEP.

☐ _____ ***Applicant's Initials***

No Violation of Section 862(1) of the General Municipal Law – In accordance with Section 862(1) of the General Municipal Law, the applicant understands and agrees that the Project will not (a) result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state, or (b) result in the abandonment of one or more plant facilities of the Project occupant located within the state. If the Project will result in (a) or (b), the applicant agrees that the requested financial assistance is necessary to prevent the Project from relocating out of the state, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry.

☐ _____ ***Applicant's Initials***

Financial Assistance Necessary – The applicant represents that the project would not likely occur without the financial assistance provided by the AGENCY.

☐ _____ ***Applicant's Initials***

Compliance – The applicant receiving financial assistance is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

☐ _____ ***Applicant's Initials***

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V. Signatory Page

Is any of the information contained herein considered trade secrets?

☐ Yes ☐ No

Note: AGENCY will protect said trade secret information herein but reserves the right to disclose certain summary information from this application (i.e. total facility s/f, total capital investment, total job creation, top level wage information et. Al.) As a part of its project summary disclosure related to the AGENCY board's public vote required and resulting from said application. Please list anything that is considered trade secrets:

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that:

- A) The AGENCY will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.
- B) Failure of the Applicant to file appropriate Sales Tax and Employment reports will result in the revocation of tax benefits and require repayment of benefits previously claimed.
- C) If the Applicant submits knowingly false or knowingly misleading information this may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of the AGENCY's involvement in the Project and may also lead to potential criminal penalties and/or civil liabilities for perjury.

(Applicant Signature)

(Print Name)

Title

Company Name

This Application should be submitted along with the items listed in Exhibit A to:

Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, New York 14020

Email: gcedc@gcedc.com

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VI. Hold Harmless Agreement

Applicant hereby releases Genesee County Economic Development Center and the members, officers, servants, agents and employees thereof (the "AGENCY") from, agrees that the AGENCY shall not be liable for and agrees to indemnify, defend and hold the AGENCY harmless from and against any and all liability arising from or expense incurred by (A) the AGENCY's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the AGENCY, (B) the AGENCY's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the AGENCY with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the AGENCY or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the AGENCY, its agents or assigns, all costs incurred by the AGENCY in the processing of the Application, including attorneys' fees, if any.

Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the agreements to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

(Applicant Signature)

(Print Name)

Title

Company Name

Sworn to before me this

_____ day of _____, 20_____

Notary Public

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EXHIBIT A

Attach to this application the company's certificate of insurance. Adding the GCEDC as additional insured can be done at closing.

INSURANCE COVERAGE

1. Requirements. The Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Project under a blanket insurance policy or policies covering not only the Project but other properties as well.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than **\$1,000,000** per accident or occurrence on account of personal injury, including death resulting there from, and **\$1,000,000** per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than **\$3,000,000** per accident or occurrence, protecting the Company against any loss or liability or damage for personal injury or property damage.

2. Additional Provisions Respecting Insurance. (a) **All insurance required by paragraph 1(a) and 1(c) above hereof shall name the Agency as a named insured and the insurance required by paragraph 1(c) above shall name the Agency as an additional insured. all other insurance required by Section 4 hereof shall name the Agency as an additional insured.** All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days' prior written notice of the cancellation thereof to the Company and the Agency. (b) **All such policies of insurance is to be provided by the Company and/or Project Owner after Board approval and prior to closing on GCEDC financial assistance, and shall be maintained during the term of any applicable Agent and Financial Assistance Agreement and/or Lease Agreement by and between the GCEDC and the Company.**

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To be completed / calculated by AGENCY

Exhibit B

Type of Project: ☐ Attraction ☐ Expansion ☐ Retention
 ☐ Infrastructure ☐ Workforce

Offerings: ☐ SLB ☐ Bond ☐ Grant ☐ Consulting

Estimated Financial Assistance to be provided via AGENCY participation:

(Subject to AGENCY Board Approval)

*1) Estimated Sales Tax Exemption (8%)	\$ _____
2) Estimated Mortgage Tax Exemption (1%)	\$ _____
3) Estimated Property Tax Abatement	\$ _____
4) Estimated Total Tax Savings:	\$ _____ (1+2+3)
5) Estimated Tax-Exempt Interest Cost Savings (via Tax-Exempt Bond)	\$ _____
6) Grant Type or name of grant (_____)	\$ _____
7) Estimated total Company Savings:	\$ _____ (4+5+6)
8) Bond Amount	\$ _____
9) Mortgage Amount	\$ _____
10) GCEDC/GGLDC Revolving Loan Fund	\$ _____
11) Loan Secured Source of loan (_____)	\$ _____
12) Total Amount Financed / Loan Funds Secured	\$ _____

Benefited Project Amount

(the capital investment directly related to the benefits received)

\$ _____
(8+9+10+11)

Proposed PILOT Structure: _____

* Estimated Value of Goods and Services to be exempt from sales and use tax as a result of the Agency's involvement in the Project. PLEASE NOTE: These amounts will be verified and there is a potential for a recapture of sales tax exemptions (see "Recapture Provision" on page 7).

\$ _____ (to be used on the NYS ST-60)

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To be completed / calculated by AGENCY

Fees to be Paid by the Applicant:

GCEDC Project Participation Fee \$ _____

Per the attached Pricing & Fee Policy (exhibit D), the AGENCY will collect a _____% **Project Participation fee.**

The AGENCY will collect its **project participation fee** at the time of closing, based upon the company provided realistic capital investment costs of this project stated in this application. Should the actual costs exceed those estimated, an additional fee will apply.

GCEDC Annual Administration Fee \$ _____ (Annually in January for the length of the PILOT)

The AGENCY will collect an annual administration fee for all PILOT projects. Projects with a capital investment of less than \$5 million will be charged a \$500 annual fee for each year of benefits provided. For projects with a capital investment of \$5 million or greater, there will be a \$1,000 annual fee charged.

Legal Fee (Harris Beach, LLP) \$ _____

Estimated fee for legal services required in connection with the financial assistance provided by the GCEDC)

- Applicant may be required to pay additional out-of-pocket expenses, applicable filing or recording fees and public hearing fees incurred.
- Applicant will be billed for any legal fees incurred after submitting a signed application with the GCEDC even if the project does not move forward as a result of actions by the company or the GCEDC.

Local Labor Reporting Deposit \$ _____ (if applicable)

Project applicants, with a capital investment for facility construction of greater than or equal to \$5,000,000 and Solar projects in excess of 5 MW (AC), will be required to utilize qualified Local Labor, as defined in Exhibit E.

GGLDC Workforce Development Fee (Solar Projects) \$ _____ (if applicable)

Solar projects that are 5MW and smaller will pay a fee to the Genesee Gateway Local Development Corp (GGLDC) for workforce development initiatives.

The Applicant agrees to reimburse the Agency for all direct expenses incurred in connection with this Project Application, starting from the submission of the signed application, regardless of project approval or continuation.

****Financial incentives are public information; information will be disclosed to the public prior to Board consideration and will be released to the media upon board approval****

(Applicant Signature)

(Print Name)

Title

Company Name

Exhibit C

State Environmental Quality Review (SEQR) Act Compliance

GCEDC, in granting assistance to the Applicant, is required to comply with the New York State Environmental Quality Review Act (SEQR).

Does the proposed project require discretionary permit, license or other type of approval by the state or local municipality?

☐ YES – Include a copy of any SEQR documents related to this Project including Environmental Assessment Form, Final Determination, Local Municipality Negative Declaration, etc.

☐ NO

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Exhibit D

Genesee County Economic Development Center Pricing & Fee Policy

Effective Date: June 2, 2022

Financial Assistance - Tax Savings***

Offering / Activity	Fees	Comments
Lease - Lease Back (SLB) or similar Including any / all of the following: <ol style="list-style-type: none"> 1. PILOT 2. Sales Tax Exemption 3. Mortgage Tax Exemption Minimum fee of \$2,000	\$250 Non-Refundable Application Fee GCEDC Fees: Direct Sales Project: For projects up to \$450 million in capital investment the fee amount is 1.25% of total capital investment/ benefited project amount. For projects in excess of \$450 million in capital investment the fee can be within a range of .75% and 1.25% of total capital investment/ benefitted amount. Administration fee: For projects with a capital investment of less than \$5 million, there will be a \$500 annual fee charged for each year of benefits provided. For projects with a capital investment of \$5 million or greater, there will be a \$1,000 annual fee charged. Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the GCEDC's Uniform Tax Exemption Policy.
Sales Tax Exemption Only Minimum fee of \$1,000	\$250 Non-Refundable Application Fee GCEDC Fees: Direct Sales Project: 1.25% of total capital investment/ benefited project amount Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the GCEDC's Uniform Tax Exemption Policy.
Mortgage Tax Exemption Only Minimum fee of \$2,000	\$250 Non-Refundable Application Fee GCEDC Fees: 0.4% of amount financed Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the GCEDC's Uniform Tax Exemption Policy.

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Financing***

Offering / Activity	Fees	Comments
Bond: Taxable or Tax Exempt 1. Financing transaction only 2. Financing included with SLB	\$250 Non-Refundable Application Fee Financing Transaction Only: Direct Sales Project: 1.25% of total bond amount Applicant must pay NYS Bond Issuance cost plus legal fees. Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Range varies based on GCEDC involvement, term of bond (equip only vs. real property) and spread between taxable and tax exempt yield curves. The shorter the term and / or lower the spread between yield curves requires lower fees to remain competitive vs. commercial lending sources.

Transfer/Assignment of PILOT

Offering / Activity	Fees	Comments
PILOT 1. If a company sells their building, the GCEDC must approve the transfer/assignment of the PILOT to the purchaser.	No Application Fee GCEDC will calculate a fee based on the value of the remaining incentives as a percentage of the total original incentives awarded, multiplied by the sale price of the facility and a 1.25% origination fee. Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	

*** NOTE – If a company wants to have a lease-leaseback transaction with a tax-exempt financing component the total fee charged would be 1.75% of Capital investment.

Any deviation from the above listed fee schedule must be explained in writing to the Board by the CEO prior to (or simultaneously with) the approval of the Company's application and must be approved by the Board.

Financing/ Grants/ Consulting

Offering / Activity	Fees	Comments
Grants:	\$250 Non-Refundable Application Fee Program Administration Fees: Allowable program administration and delivery fees associated with the grant will be collected by the GCEDC. Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Generally established and parameters set by Grantor. Negotiations, based on EDC involvement, occur on occasion. Project fee negotiated between grantee and GCEDC will be agreed to in a memorandum of understanding.

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ATTACHMENT TO APPLICATION FOR FINANCIAL ASSISTANCE Local Labor Workforce Certification

(Effective – August 4, 2022)

Project applicants (the “Company”), with projected / committed capital investment for facility construction of greater than or equal to \$5,000,000 (except solar projects as defined later), as a condition to receiving Financial Assistance (including a sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the “Agency”), will be required to utilize qualified Local Labor, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the “Project Site”). Solar projects in excess of 5 MW (AC) will be subject to the Local Construction Labor Policy as well.

Local Labor Defined

Local Labor is defined as individuals residing in the following Counties: Genesee, Orleans, Monroe, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua, Cattaraugus and Allegany (collectively, the “Local Labor Area”).

Local Labor Requirement

At least 90% of the total number of Project employees, excluding construction project management, of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively, the “Workers”) working on the Project Site must reside within the Local Labor Area. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Labor Area to qualify under the 90% local labor criteria.

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

The Company will be responsible for the costs of an outside consultant who will perform the inspections, monitoring, and waiver processing for the duration of the construction of the project. The GCEDC will require the Company to provide a deposit to be kept in escrow by the Agency. Any unused funds at the end of construction will be returned to the Company.

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

Local Labor Reporting Requirement

Companies authorized to receive Financial Assistance from the Agency will be required to file or cause to be filed a Local Labor Utilization Report (the “Report”) on such form as made available by the Agency, and as directed by the Agency, which will identify, for each Worker, the city, town, or village and associated zip code that each such Worker is domiciled in. The Report shall be submitted to the Agency or its designated agents as follows: (i) immediately prior to commencement of construction activities; and (ii) on or by the next following quarterly dates of January 1, April 1, July 1, and October 1 and each quarterly date thereafter through the construction completion date.

The Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy the applicable books and records of the Company and to perform spot checks of all Workers at the Project site to verify compliance with the Local Labor Requirement throughout the construction period.

Enforcement

If Agency staff determines that: (i) the Local Labor Requirement is not being met; or (ii) upon use of its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Labor Requirement, then written notice delivered by Certified Mail of said Local Labor Requirement violation (the "Notice of Violation") shall be provided to the Company.

The Company shall have 10 business days thereafter to either:

- (i) provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement;
- (ii) submit the Local Labor Waiver Request as described above; or
- (iii) confirm in writing its inability to meet the Local Labor Requirement.

If the Company does not respond to the Agency's Notice of Violation, or if the Company confirms its inability to meet the Local Labor Requirement, then the Agency shall immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project. If a Local Labor Waiver Request is submitted and the Agency declines to issue the requester waiver, then the Company shall have 10 business days after receipt of the notice of the waiver request denial to provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement. If the Agency does not receive such confirmation, the Agency shall then immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project.

The foregoing terms have been read, reviewed and understood by the Company and all appropriate personnel. The undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialmen. Furthermore, the undersigned realized and understands that failure to abide by the terms herein could result in the Agency revoking all or any portion of Financial Assistance, whether already received or to be received by the Company, as it deems reasonable in its sole discretion for any violation hereof.

COMPANY CERTIFICATION

By: _____
Name: _____
Title: _____

Sworn to before me this ____ day
of _____, 20__.

Notary Public

ATTACHMENT TO APPLICATION FOR FINANCIAL ASSISTANCE

Local Labor Workforce Certification

Project applicants (the “Company”), with projected / committed capital investment for facility construction of greater than or equal to \$5,000,000 (except solar projects as defined later), as a condition to receiving Financial Assistance (including a sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the “Agency”), will be required to utilize qualified Local Labor, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the “Project Site”). Solar projects in excess of 5 MW (AC) will be subject to the Local Construction Labor Policy as well.

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It is understood that at certain times, Workers residing within the Local Labor Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Labor Requirement (the “Local Labor Waiver Request”) based on the following circumstances: (i) warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers; (ii) specialized construction for which qualified Local Labor Area Workers are not available; (iii) documented lack of Workers meeting the Local Labor Area requirement (strong consideration will be given to requests that can utilize 100% New York State Workers); or (iv) cost differentials in bids whereby use of local labor significantly increases the construction cost of the project. Prior to the granting of said waiver, the lowest bidding contractor which bid said construction project using local labor would have the right of first refusal to bid and match the lowest bid as a remedy to ensure compliance with this policy. Comprehensive documentation and justification will be required including documented evidence and verification by GCEDC staff or agents that the “right of first refusal” remedy has been effected unsuccessfully.

The Company will be responsible for the costs of an outside consultant who will perform the inspections, monitoring, and waiver processing for the duration of the construction of the project. The GCEDC will require the Company to provide a deposit to be kept in escrow by the Agency. Any unused funds at the end of construction will be returned to the Company.

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

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Companies authorized to receive Financial Assistance from the Agency will be required to file or cause to be filed a Local Labor Utilization Report (the "Report") on such form as made available by the Agency, and as directed by the Agency, which will identify, for each Worker, the city, town, or village and associated zip code that each such Worker is domiciled in. The Report shall be submitted to the Agency or its designated agents as follows: (i) immediately prior to commencement of construction activities; and (ii) on or by the next following quarterly dates of January 1, April 1, July 1, and October 1 and each quarterly date thereafter through the construction completion date.

The Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy the applicable books and records of the Company and to perform spot checks of all Workers at the Project site to verify compliance with the Local Labor Requirement throughout the construction period.

Enforcement

If Agency staff determines that: (i) the Local Labor Requirement is not being met; or (ii) upon use of its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Labor Requirement, then written notice delivered by Certified Mail of said Local Labor Requirement violation (the "Notice of Violation") shall be provided to the Company.

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The foregoing terms have been read, reviewed and understood by the Company and all appropriate personnel. The undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialmen. Furthermore, the undersigned realized and understands that failure to abide by the terms herein could result in the Agency revoking all or any portion of Financial Assistance, whether already received or to be received by the Company, as it deems reasonable in its sole discretion for any violation hereof.

COMPANY CERTIFICATION

By: _____
Name: _____
Title: _____

Sworn to before me this ____ day
of _____, 20__.

Notary Public



GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER VIDEOCONFERENCING POLICY

In accordance with the laws of the State of New York in the year 2022 under Public Officers Law (POL) §103-a(2)(a), the Genesee County Economic Development Center (hereinafter the "Agency"), following a public hearing, has authorized by resolution on _____, the use of videoconferencing as described in POL §103-a.

The following procedures will govern attendance by members and the public at open meetings and are herein written and established to satisfy the requirements of POL §103-a(2)(b) where the Agency, in its discretion, further permits members to participate in meetings by videoconference at a non-public, private location under "extraordinary circumstances".

This policy defines these "extraordinary circumstances" by which a member may participate in a meeting of the board, committees, or subcommittees via videoconferencing in a non-public venue and establishes the procedures for members to notify the Agency representative in order to verify the extraordinary circumstance and sets forth a method for updating the public to attend via videoconference.

1. The Agency members shall make every effort to be physically present at any meeting of the board, committees or subcommittees of the Agency unless such member is unable to be physically present at one of the designated public meeting locations due to extraordinary circumstances.
2. POL states that a quorum of the board must be present in-person at the predetermined time and public location(s) wherein the meeting will be conducted in order for the meeting to convene. Any member attending in-person or via videoconference in a predetermined public location may count toward quorum. Any member attending via videoconference under extraordinary circumstances will not be counted toward a quorum but may participate if a quorum has convened.
3. For purposes of these procedures, the term "extraordinary circumstances" shall include disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes physical attendance at the meeting.
4. The extraordinary circumstances must be presented to an Agency representative (President & CEO or Executive VP & CFO) within a reasonable amount of time and no less than 24 hours before the meeting in order to approve the videoconference option and to give notice to the public for a simultaneous videoconference option. The request will be presented to the Board Chair and/or Board Vice Chair for final determination.
5. Public Notice of a meeting shall inform the public if extraordinary circumstances videoconferencing will be used, where the public can view or participate, and the physical locations for the meeting where the meeting can be attended.

6. Except in the case of executive session during any meeting of a board, committee, or subcommittee of the Agency, that is held with videoconferencing, the Agency shall ensure that its members can be seen, heard and identified by first and last name as well as all members attending in person. Members of the public attending in person or via videoconference will also be asked to identify themselves for the purpose of notation in the minutes.
7. Minutes of the meeting will delineate the attendance of each member and by what means they are attending, either in person or via videoconference and whether such videoconference attendance is under an extraordinary circumstance.
8. Any meeting of the board, committee, or subcommittee that is conducted with members via videoconference will be recorded, linked on the Agency web page, and saved for five (5) years. Meetings shall be transcribed upon request.
9. The in-person participation requirements of POL §103-a(2)(c) shall not apply during a state disaster emergency declared by the governor, or during a local state of emergency, if the Agency determines that the circumstances necessitating the emergency declaration would impair the ability of the Agency to hold an in-person meeting.
10. These procedures shall be conspicuously posted on the Agency's web page unless or until revisions are adopted by state law.

AUTHORIZING RESOLUTION
(Videoconferencing Policy)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, June 5, 2025.

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

Resolution No. 06/2025 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT
CENTER ("AGENCY") AUTHORIZING A PUBLIC HEARING WITH
RESPECT TO A VIDEOCONFERENCING POLICY TO ALLOW THE USE OF
VIDEO CONFERENCING FOR PUBLIC MEETINGS UNDER
EXTRAORDINARY CIRCUMSTANCES PURSUANT TO SECTION 103-A OF
THE NEW YORK PUBLIC OFFICERS LAW

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 (collectively, 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, Section 103-a of the New York Public Officers Law ("POL"), as enacted by Part WW of Chapter 56 of the Laws of 2022, permits public bodies such as the Agency to authorize their members to attend meetings by videoconference from locations that are not open to the public ("private locations"), when necessitated by "extraordinary circumstances," provided that (i) the number of members of the public body who attend the meeting at location(s) where the public can attend is at least equal to the number required to satisfy the public body's quorum requirement, (ii) the public body has established written procedures governing member and public attendance consistent with Section 103-a of the POL, (iii) such written procedures are conspicuously posted on the public website of the public body, and (iv) the other criteria specified in Section 103-a of the POL are satisfied; and

WHEREAS, Agency staff, in consultation with the Agency's counsel, have prepared a draft policy in compliance Section 103-a of the POL entitled **Videoconference Policy** (the "Videoconferencing Policy") a draft of which is attached hereto as **Exhibit A**; and

WHEREAS, Section 103-a(2)(a) of the POL requires that the Agency must adopt a resolution after a public hearing (the "Public Hearing") in order to authorize videoconferencing from a private location and as described within the Videoconferencing Policy; and

WHEREAS, the Agency desires to conduct a public hearing in compliance with the POL.

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

Section 1. The Agency is hereby authorized to conduct a public hearing in compliance with the POL.

Section 2. Any and all actions heretofore taken or authorized by the Agency and/or its members, officers, employees and agents with respect to this Resolution are hereby ratified, approved and confirmed in all aspects.

Section 3. This Resolution 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

(Videoconferencing Policy)

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 June 5, 2025, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

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EXHIBIT A

Video Conferencing Policy (DRAFT)

[See Attached]

Phillips Lytle 2025 additional contract for STAMP related work

Discussion: Phillips Lytle has prepared a proposal to cover the scope of work for the remainder of 2025 as it relates to Tech Team support for the off site sewer permitting and wetland permitting, the wastewater treatment facility permitting, and force main installation.

Fund Commitment: Not to exceed \$500,000 to be included in the \$56 million.

Board Action Request: Recommend approval to the full Board of Phillips Lytle contract not to exceed \$500,000.



Phillips Lytle LLP

VIA EMAIL
PRIVILEGED & CONFIDENTIAL

May 30, 2025

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

Re: Proposed Supplement to Engagement Letter for STAMP Project -
Scope of Work for STAMP Project Support for 2025/2026

Dear Mark:

Thank you very much for the opportunity to continue to assist the Genesee County Economic Development Center (and Genesee Gateway Local Development Corporation) with the STAMP Project. The purpose of this letter is to supplement our existing engagement letters (collectively, the "Engagement Letter") relating to STAMP Project for 2025/2026. Estimated legal fees for 2025/2026 are set forth on the attached "Updated Scope of Work". Upon receipt of your approval, we will bill you on a monthly basis for such work as fees are incurred, consistent with our existing engagement.

As you know, the GCEDC Board previously approved a supplemental engagement letter at its June 6, 2024 meeting to cover the balance of fees through the end of the 2024 calendar year. Phillips Lytle is pleased to report that the 2024 budget lasted through the first quarter of 2024.

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

Sincerely,

Phillips Lytle LLP

By *Adam S. Walters* /s/

Adam S. Walters, Esq.

cc: Matthew J. Fitzgerald, Esq.
Lezlie Farrell

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

Genesee County Economic Development Center

By _____
Mark A. Masse, President and CEO

Date _____, 2025

ATTORNEYS AT LAW

ADAM S. WALTERS PARTNER DIRECT 716 847 7023 AWALTERS@PHILLIPSLYTLE.COM

ONE CANALSIDE 125 MAIN STREET BUFFALO, NEW YORK 14203-2887 PHONE (716) 847-8400 FAX (716) 852-6100 | PHILLIPSLYTLE.COM
NEW YORK: ALBANY, BUFFALO, CHAUTAUQUA, GARDEN CITY, NEW YORK, ROCHESTER | CHICAGO, IL | WASHINGTON, DC | CANADA: WATERLOO REGION

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STAMP Project - 0 / / 2025 Supplement to Phillips Lytle Engagement Letter
Additional "Updated Scope of Work"
STAMP Project Support - Balance of Calendar Year 2024

1. Additional STAMP Support for Balance of Calendar Year 2025/Jan to June 2026: GCEDC is involved in various review and approval processes for continued development at STAMP including permitting and construction of the: (1) Hold and haul for Edwards; (2) Project Double Reed; (3) the new force main to the Village of Oakfield wastewater treatment plant; (4) the new water main from Niagara County; and (5) various other infrastructure projects at STAMP including issues related to the force main to Orleans County. In addition, review/approvals are needed from various other governmental agencies including the New York State Department of Environmental Conservation, the New York State Office of Parks, Recreation and Historic Preservation, U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Services, the Niagara County Water District, the Town of Alabama and the Village of Oakfield. Additionally, the GCEDC is engaged in on-going consultation with the Tonawanda Seneca Nation and must fulfill various obligations pursuant to a settlement agreement with the Nation related to the Plug Power Project and a Programmatic Agreement and Letter of Resolution entered into by the GCEDC with several governmental agencies. In addition, Phillips Lytle will continue to provide legal assistance to GCEDC relative to the substation. Phillips Lytle will represent and assist GCEDC relative to the foregoing matters on an as needed basis.

Est. Additional Legal Fees: \$500,000*

* The foregoing scope of work and fees do not include assistance with any formal challenges to or litigation relating to the STAMP Site.

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NYPA T-Line Security Agreement

Discussion: NYPA is requiring a construction security requirement for the line restoration for any work done within the 345 kv ROW. The security request amount is \$4,000,000. The purpose of the security is to restore the line if the developer abandons the project midway and then NYPA is required to restore the lines.

They would like to establish a timeline of mid July to get this executed. NYPA needs to have this in place before any work can be done related to line modification.

NYPA has stated that a Letter of Credit, Cash or Surety Bond is acceptable.

Fund Commitment:

Board Action Request: Recommend approval to the full Board of pursuing a Letter of Credit for security.