

Genesee County Economic Development Center Meeting Agenda

Thursday, September 4th, 2025
Location: 99 MedTech Drive, Innovation Zone

PAGE #	1.0	Call to Order	4:00pm
	1.1	Enter Executive Session	4:00pm
		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	4:40pm
	2.0	Chairperson's Report & Activities	4:40pm
	2.1	Upcoming Meetings: Next Scheduled Board Meeting: Thursday, October 2nd at 4 p.m. Audit & Finance Committee Meeting: Tuesday, September 30 th at 8:30 a.m. STAMP Committee Meeting: Wednesday, October 1 st at 8 a.m.	
	2.2	Agenda Additions / Deletions / Other Business **Vote	
2-11	2.3	Minutes: August 7, 2025 **Vote	
	3.0	Report of Management –	4:40pm
12-60	3.1	Mega Properties – Final Resolution – M. Masse a. UTEP **Vote – M. Masse b. Final Resolution **Vote – M. Masse	
61-86	3.2	SmartDesign – Final Resolution – M. Masse a. UTEP **Vote – M. Masse b. Final Resolution **Vote – M. Masse	
87-90	3.3	Leatherleaf Solar – Assignment Resolution **Vote - M. Masse	
	3.4	Market Labor Update – Loewke Brill	
91-133	3.5	Atlas Copco – Local Labor Waiver Request **Vote – M. Masse	
134-136	3.6	Countryside Apartments, LLC – Local Labor Waiver Request **Vote – M. Masse	
	3.7	Public Outreach Update – J. Krencik	
	4.0	Audit & Finance Committee – K. Manne	4:55pm
137-140	4.1	May Financial Statements **Vote	
141-144	4.2	June Financial Statements **Vote	
145-148	4.3	July Financial Statements **Vote	
149-163	4.4	2026 GCEDC Budget **Vote	
	5.0	Governance & Nominating Committee – C. Yunker	5:05pm
	5.1	GGLDC Board Member Appointments **Vote	
	6.0	STAMP Committee – P. Zeliff	5:05pm
164-173	6.1	Cost Reimbursement Agreement with NextEra **Vote	
174-178	6.2	Rescission of Final Resolution and Consistency Determination Concerning Project Double Reed **Vote	
179-184	6.3	Amendment to General Services Agreement – CC Environment and Planning **Vote	
185	6.4	Cost Reimbursement Agreement – NYPA **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, August 7, 2025
Location: 99 MedTech Drive, Innovation Room
3:00 PM**

GCEDC MINUTES

Attendance

Board Members: C. Kemp, P. Battaglia, C. Yunker, K. Manne
 Staff: M. Masse, K. Galdun, C. Suozzi, P. Kennett, J. Krencik
 Guests: J. Tretter (GGLDC Board Member), R. Crossen (Town of Alabama Supervisor),
 M. Brooks (GGLDC Board Member), D. Cunningham (GGLDC Board Member)
 R. Gaenzle (Harris Beach), S. Nonkes (Harris Beach), J. Loewke (Loewke Brill –
 Video Conference), R. Ball (Empire State Development), M. Fitzgerald (Phillips
 Lytle – Video Conference), S. Stein (Genesee County Legislature), M. Landers
 (Genesee County Manager), K. Fisher (Town of Alabama Supervisor), M. Boylan
 (Genesee County Attorney), B. Soora (Mega Properties), A. Kulkarni (Mega
 Properties President), C. Eddinger (Blattner Energy), C. Henle (Blattner Energy),
 D. Kerley (NextEra Energy), R. Presler (Blattner Energy), J. De Armos (NextEra
 Energy), G. Malone (Operators Union Engineer – Video Conference), B. Quinn
 (The Daily News)
 Absent: M. Gray (GCEDC Board Member), P. Zeliff (GCEDC/GGLDC Board Member), M.
 Clattenburg (GCEDC/GGLDC Board Member)

1.0 Call to Order

P. Battaglia called the meeting to order at 3:00 p.m. in the Innovation Zone.

Presentation – A. Kulikarni attended the meeting to discuss his potential project for Mega Properties. They are seeking to build a 165,000 square foot distribution center for major appliances at the Gateway II Corporate Park in the Town of Batavia. He has been a business owner in Batavia, NY since 1979, making this his third project. His hope would be to have this project completed by September of 2026 if the project is approved. He expressed his gratitude for all the support he has received from the GCEDC in the past and looks forward to the future.

S. Nonkes entered the meeting at 3:04 p.m.

A. Kulikarni confirmed that they had already been through the proper planning board process and that he believed a traffic study had also been done even though, he was unclear on the results of the study, but that they were ready to issue him the proper permits, so he assumed it went as expected. M. Masse stated that the Town of Batavia would have had to do a study through the SEQR process.

A. Kulikarni and B. Soora left the meeting at 3:05 p.m.

C.Eddinger, C. Henle, D. Kerley, R. Presler, J. DeArmos, and B. Quinn left the meeting at 3:05 p.m.

1.1 Enter Executive Session

C. Kemp made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 3:05 p.m. for the following reasons:

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

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

S. Nonkes left the meeting at 3:29 p.m.

M. Fitzgerald left the meeting at 3:38 p.m.

1.2 Enter Public Session

C. Yunker made a motion to enter back into public session at 3:43 p.m., seconded by K. Manne and approved by all members present.

C. Eddinger, C. Henle, D. Kerley, R. Presler, and J. DeArmos returned to the meeting at 3:43 p.m.

J. Loewke and G. Malone entered the meeting via video conference at 3:43 p.m.

M. Boylan left the meeting at 3:43 p.m.

2.0 Chairman’s Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, September 4th at 4:00 p.m.

Audit & Finance Committee Meeting: Tuesday, September 2nd at 8:30 a.m.

STAMP Committee Meeting: Wednesday, September 3rd at 8:00 a.m.

Employment & Compensation Committee Meeting: Thursday, September 4th at 3 p.m.

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

2.3 Minutes: July 10, 2025

C. Kemp made a motion to accept the July 10, 2025 minutes as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

3.0 Report of Management

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

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

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

Resolution No. 08/2025 - 01

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

C. Yunker made a motion to approve Initial Resolution #08/2025-01 for Mega Properties, authorizing the acceptance of the project application and scheduling a public hearing as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

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

The item was approved as presented.

3.2 Excelsior Solar Project Local Labor Waiver Request –Excelsior Energy is constructing their 280 MW solar generation project in the Town of Byron. Since the project is planned to generate in excess of 5 MW of power, it is subject to our Local Labor Policy. In connection with the Local Labor Policy there is a waiver request process that can be made if the 90% local labor amount cannot be achieved. The situations that would allow a company to request a waiver are as follows:

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

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

The consulting group hired by the GCEDC to oversee the compliance with the Local Labor Policy, Loewke Brill Consulting Group, has reviewed the request. Jim Loewke, from Loewke Brill, attended the meeting to explain the process he went through to come up with his recommendation.

Fund Commitment – None.

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

M. Masse stated that this item had been discussed at the last meeting and was tabled following requests for additional information.

J. Loewke went over where the labor issue stands now versus a month ago and provided some updates. He had multiple discussions with Excelsior Energy and G. Malone at the Operator’s Union to make sure that all efforts were being made to utilize local labor. G. Malone had reached out to members of the community in non-union companies to see if they could make progress in utilizing non-union members to work on this project. Nothing is in writing currently, but they are having discussions on possible solutions. They have also discussed what the building trades can commit to for this waiver and G. Malone stated he could commit to 50% from the 14-county area, of which the balance he commits would be from New York State. Given these changes from last month, J. Loewke feels it’s moving in a positive direction.

M. Masse followed by stating that a change had been made to the local labor policy that a strong consideration would be given for waiver requests if utilizing New York State workers when unable to achieve it in the 14-county area as an allowable reason.

C. Yunker requested input from the developers on what they were seeing in terms of local labor and whether they were looking at non-union operators as a solution. C. Henle (Excelsior Solar) replied that the way the labor strategy and agreements were set up for the project included the building trades. The request is specific to the operators. Their commitment is to continue to work with the operators and the building trades. He stated that in working with G. Malone, he can reaffirm that they should be able to achieve 50% local labor in the 14-county area and that that remaining balance would be within New York State. In answering the original question, C. Henle stated that the contractor has not been reaching out to non-union companies to subcontract work, but that they continue to work through the processes with their developer and with the building trades for a resolution.

M. Masse stated that J. Loewke and G. Malone had both reached out to non-union operators to try and find non-union workers to help fill the gap. G. Malone replied that he had reached out to a few Western New York contractors who do the same kind of work, and with all the projects going on in state, there is a lack of workers across the board union or not.

C. Yunker commented that we’re looking for the union to look for non-union workers and the developer is not, they are instead going through the union hall and he feels it’s restricting the number of available operators that could work on the project. He stated that without the developer looking into non union labor, he cannot support this waiver. G. Malone responded that he’d have no problem with that premise if they were following the agreement that’s already in place.

M. Masse stated that Zoladz had been one of the non-union contractors contacted because he had received a phone call from them asking questions, but that they weren’t able to provide labor at this current time but could possibly in the future. J. Loewke confirmed that a lot of the local contractors are

booking out until at least after school work is done but then could potentially be available. Some were receptive to looking at the Project Labor Agreement to see if the opportunity was right but would need to be discussed further with G. Malone.

When asked for input from the developer side, J. DeArmas stated that Blattner has made all the necessary efforts to comply. Ultimately, they don't have two months to wait for operators to become available. He feels the waiver would be beneficial to the success of the project.

J. DeArmas mentioned to keep in mind they weren't asking for a blanket waiver for the entire project. They are seeking a waiver on one third of the project, specifically related to the operators, which they should be able to achieve 50% local labor. The remaining two thirds of the project would be able to meet the 90% local labor requirement. C. Eddinger stated that even with the waiver, it still doesn't change their obligation to the agreement with the trades.

C. Yunker expressed his concern that there are able bodied operators, non-union, willing to work prevailing wage jobs, but that the developer of this project is only going to the union. C. Eddinger responded that they have a legal commitment that they must honor due to the agreement they have in place. She also reiterated the shortage of operators from all local contractors.

M. Masse suggested modifying the waiver to do a shorter term. If they can meet the 50% for a three-month period, then they could come back to update the board on the status of the operators. This would prevent restricting the entire project, since they are at risk of violating an agreement they signed.

J. Loewke offered to report back in three months on the non-union workforce availability. C. Yunker agreed to approve the waiver for 90 days and P. Battaglia requested the board be provided with a list of contractors they had reached out to as well.

K. Manne made a motion to approve the Local Labor Waiver Request for Excelsior Solar for 90 days as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3.3 Edwards Local Labor Waiver Request – The company is seeking the waiver in regard to a warranty. If this company doesn't do the work, they will not honor the warranty.

C. Yunker made a motion to approve the Local Labor Waiver Request for Edwards as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

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

The item was approved as presented.

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C.Eddinger, C. Henle, D. Kerley, R. Presler, and J. DeArmos left the meeting at 4:06 p.m.

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

1. Followed up on the approval by the STAMP Sewer Works Corp. as well as the Village of Oakfield and agreements between those two parties regarding the sanitary sewer treatment facility. Shared this information through several methods to help provide clarity, including a news release letter to the editor.
2. Workforce efforts have been busy with the activity related to the 6-week Pre-Apprenticeship Bootcamps that have been going on at the Genesee Valley Boces. They added a second welding program this summer and Channel 13 news was there to report on it.
3. Channel 4 and Channel 7 came out to Gainesville, NY for the kick off of the GLOW With Your Hands. This event is taking place on September 30th, 2025.

4.0 Audit & Finance Committee

4.1 New York Loves Nano Semicon West Sponsorship – J. Krencik and C. Suozzi are attending this conference in Phoenix in October 2025. As members of the New York State Economic Development Council (NYSEDC), they are coordinating with the delegates that attend this conference. This is the same conference that accelerated the opportunity with Edwards Vacuum a couple years ago as well as helping to maintain a lot of relationships for future opportunities.

We have been a sponsor with Greater Rochester Enterprise (GRE) and Invest Buffalo each year. This year, each of these partners are contributing equal amounts to us. Previously we were a \$5,000 sponsor, but this year we'll be sponsoring at a cost of \$3,340. National Grid supports this event which will reimburse half the cost of our sponsorship.

K. Manne made a motion to approve the sponsorship for the New York Loves Nano Semicon West as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

4.2 2026 Budget Timeline – The 2026 budget timeline is similar to that of prior years. The budget workshop is scheduled for August 13th, 2025 at the Audit & Finance Committee.

M. Masse noted that all board members are welcome to attend. He also stated that the schedule and timeline are driven by submission to the County since it's included in their overall budget.

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

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

Project: Mega Properties, Inc.

Fund Commitment: \$31,270 from deposit by the company.

Board Action Request: Recommendation to approve of the contract with Loewke Brill contingent upon receipt of the deposit from the project.

M. Masse stated that this is the fee associated with the local labor inspections on this project.

K. Manne made a motion to approve the Local Labor Contract with Loewke Brill for Mega Properties as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zeliff

6.1 Letter of Credit – As per discussions at previous meetings, NYPA has 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.

M. Masse stated that, in securing the letter of credit with Keybank, they are requiring their standard resolution to be passed authorizing us to enter into the letter of credit.

This was not reviewed by the Committee because the Committee did not meet due to a lack of quorum.

C. Yunker made a motion to approve the Letter of Credit as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

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

The item was approved as presented.

6.2 Temporary Power Proposal from National Grid – In connection with the installation of the sewer service for the Edwards project, National Grid needs to install power to the location for the pump station. They have provided a proposal of \$8,783.50 to complete this work.

M. Masse stated that this item was tabled at the last meeting requiring more information. He followed up with National Grid and sent that information out to the board. All of the work being done is on National Grid facilities, therefore they are the only ones who can service it.

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

Board Action Request: Recommendation to approve the electric service installation proposal with National Grid.

This was not reviewed by the Committee because the Committee did not meet due to a lack of quorum.

C. Yunker made a motion to approve the electric service installation proposal with National Grid in the amount of \$8,783.50 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

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

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

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

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

Board Action Request: Recommend approval of award to a contractor.

M. Masse stated that the concern was that Keeler Construction only had 2.4% of MWBE participation, where the Mark Cerrone bid had 14.1%. When the water tank bid was awarded, the higher of the two bids was approved because of the higher MWBE percentage. Clark Patterson Lee reviewed both of the lower bids and stated that they have no issues with either one, but did not formally make a recommendation for one over the other. If we end up needing a waiver at some point on the \$56M, he feels we'd need to approve the bid with the higher MWBE participation, even with a \$40,000 difference between the two.

P. Battaglia asked what the required MWBE participation percentage needed for the \$56M grant and M. Masse answered 30%.

This was not reviewed by the Committee because the Committee did not meet due to a lack of quorum.

C. Yunker made a motion to approve the lowest Bid with Keeler Construction for roadwork, not to exceed \$956,960 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

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

1. Temporary Easement 4 \$500

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

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

This was not reviewed by the Committee because the Committee did not meet due to a lack of quorum.

C. Kemp made a motion to approve payment for the above mentioned easements as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

7.0 Employment & Compensation – M. Gray

7.1 Nothing at this time

2.3

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8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, C. Kemp made a motion to adjourn at 4:14 p.m., which was seconded by K. Manne and passed unanimously.

MSM
7/31/25

Customer Information

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

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

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

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

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

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

Project Detail (Total Capital Investment)

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

Estimated Benefits Provided

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

Total Amount Finance: \$8,000,000

3.1

12

Notes
7/3/2

MRB Cost Benefit Calculator

Genesee County Industrial Development Agency



Cost-Benefit Analysis Tool powered by MRB Group

Date:
 Project Title:
 Project Location:

Construction Phase - Project Assumptions

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

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$10,486,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$10,486,000

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

New Household Spending - Residential and Mixed-Use Projects Only

Unit Types and Household Income Brackets

Unit Type 1
 Description:
 Unit Count:
 Target Income (HH):

Unit Type 2
 Description:
 Unit Count:
 Target Income (HH):

% Net New (See Instructions):

Total Units:

Total Local Household Spending:

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

NAICS Lookup

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

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

3.1

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

Fiscal Impact Assumptions

Estimated Costs of Incentives

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

Fiscal Impacts



Estimated Costs of Exemptions

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

State and Local Benefits

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

Benefit to Cost Ratio

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

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

Additional Comments from IDA

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

3.1

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Genesee County Industrial Development Agency

MRB Cost Benefit Calculator

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



Cost-Benefit Analysis Tool powered by MRB Group

Economic Impacts

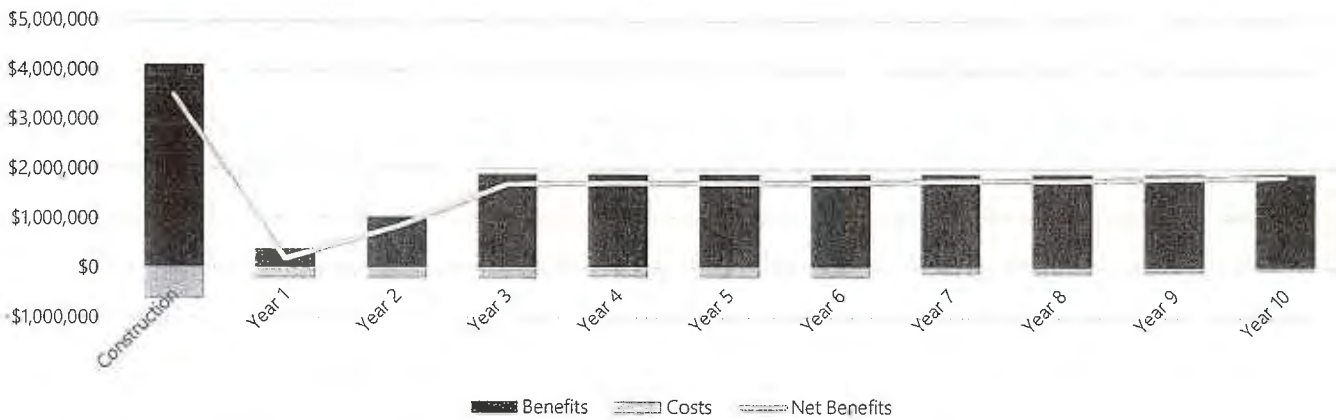
Summary of Economic Impacts over the Life of the PILOT
 Construction Project Costs
 \$10,486,000

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

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

Figure 1

Net Benefits

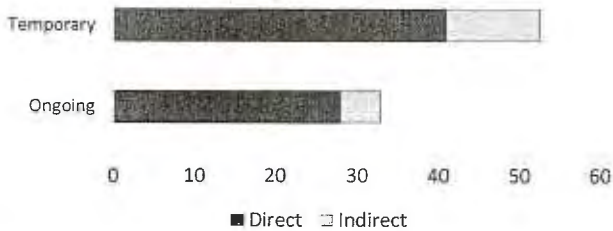


Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3

Total Jobs



Total Earnings



31

16

man
7/31/25



Project Name: Mega Properties Inc.

Board Meeting Date: August 7, 2025

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

PROJECT DESCRIPTION:

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

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

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

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: n/a

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: n/a

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

MAN
8/26/25

FINAL RESOLUTION
(Mega Properties, Inc. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, September 4, 2025.

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

Resolution No. 09/2025 - _____

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 AUGUST 28, 2025, WITH RESPECT TO THE MEGA PROPERTIES, INC. (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 AS AUTHORIZED BY THE LAWS OF NEW YORK STATE; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

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, **MEGA PROPERTIES, INC.**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 22.10 acres of real property located at Call Parkway in the Town of Batavia, Genesee County, New York and all other lands in the Town of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being

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more particularly described as tax parcel No. 4.-1-57.1); (ii) the planning, design, construction and operation of an approximately 165,000 square foot industrial warehouse facility, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, 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 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 as authorized pursuant to the laws of New York State (collectively, the "Financial Assistance"); and

WHEREAS, on August 7, 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 Thursday, August 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.

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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 Town of Batavia Planning Board (the "Board") has conducted a 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 Board issued a Negative Declaration on June 21, 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 Board pursuant to 6 N.Y.C.R.R. Part 617.7. A copy of the Negative Declaration issued by the Board is attached hereto as **Exhibit B**.

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Section 2. The Public Hearing held by the Agency on Thursday, August 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 as authorized pursuant to the laws of New York State.

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 **\$6,541,600.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$523,328.00**. 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 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 **\$8,000,000.00**, 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 Eighty Thousand and 00/100 Dollars (**\$80,000.00**).

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,

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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.

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SECRETARY'S CERTIFICATION
(Mega Properties, Inc. Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on September 4, 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

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 Thursday, August 28, 2025, at 3:30 p.m., local time, at Batavia Town Hall (Conference Room), 3833 West Main Street Road, Batavia, New York 14020, in connection with the following matter:

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

The Agency will acquire 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, a 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: August 14, 2025

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

REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF MEGA PROPERTIES, INC. HELD ON THURSDAY, AUGUST 28, 2025 3:30 P.M. AT BATAVIA TOWN HALL, 3833 WEST MAIN STREET ROAD, BATAVIA, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Jim Krencik, Senior Director of Marketing and Communications – GCEDC
Krista Galdun, Finance Assistant – GCEDC

II. CALL TO ORDER

The public hearing of Mega Properties, Inc. opened at 3:31 p.m. at the Batavia Town Hall, 3833 West Main Street Road, in Batavia, 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

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

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

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

IV. COMMENTS

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

There was no public comment.

V. ADJOURNMENT

The public hearing was closed at 3:41 p.m.

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Exhibit B

Negative Declaration of the Town of Batavia Planning Board

[Attached Hereto]

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**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Mega Properties Industrial Building @ Gateway II Industrial Park		
Project Location (describe, and attach a general location map): Call Parkway, Batavia NY 14020		
Brief Description of Proposed Action (include purpose or need): The project is located on the SE corner of Call Parkway, within the Gateway II Industrial Park. The applicant owns a 22+ acre parcel and intends to construct an approximately 200,000 sf industrial warehouse on the SE corner of the parcel. The structure will be a Butler Building with the typical premanufactured metal building elements: concrete foundation, partial CMU wall with metal siding above, and sloped roof. The structure will be built in phases, with the first phase including approximately 71,000 sf of warehouse space and 3,200 sf of office space. The building will have the typical site improvements, asphalt driveway connections to Call Parkway (County Road), concrete loading dock area, employee parking lot, stormwater management facilities, and utility services. No utility main extensions are necessary, as gravity sewer, water, gas & electric are all available along Call Parkway. Stormwater will be handled onsite. The existing property drains to Spring Creek along the westerly property line. Two small ponds exist on the site that were constructed with the Call Parkway construction project. In order to construct the proposed building, one of the existing ponds will be relocated. The storage volume of the small pond will be added to the larger stormwater management facility proposed to collect stormwater runoff from the development area, and attenuate flows prior to discharging to Spring Creek. Two bioretention facilities are proposed in order to meet the NYSDEC Green Infrastructure requirements.		
Name of Applicant/Sponsor: Arun Kulkarni, Mega Properties	Telephone: 519-755-9966	E-Mail: arun@koolatron.com
Address: 99 Med Tech Dr		
City/PO: Batavia	State: NY	Zip Code: 14020
Project Contact (if not same as sponsor; give name and title/role): Lucas Bushen, Marathon Engineering	Telephone: 585-458-7770	E-Mail: lbushen@marathoneng.com
Address: 39 Cascade Drive		
City/PO: Rochester	State: NY	Zip Code: 14614
Property Owner (if not same as sponsor):	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town Planning Board	
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Genesee County Highway, Water & Sewer	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC Stormwater Permit	
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACE Wetland Permit	
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway, Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

Gateway II Industrial Park

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?

Town of Batavia IP Zoning District - Industrial Park (Chapter 235-29)

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Elba

b. What police or other public protection forces serve the project site?

Batavia Police Department

c. Which fire protection and emergency medical services serve the project site?

Batavia Fire Protection District

d. What parks serve the project site?

None

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Industrial storage building

b. a. Total acreage of the site of the proposed action? 11.7 acres

b. Total acreage to be physically disturbed? 5.5 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 22.1 acres

c. Is the proposed action an expansion of an existing project or use? Yes No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated 2-3
- Anticipated commencement date of phase 1 (including demolition) 12 month 2022 year
- Anticipated completion date of final phase 12 month 2027 year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

Additional warehouse space will be constructed as needed.

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f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 40 height; 590 width; and 460 length

iii. Approximate extent of building space to be heated or cooled: 193,000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: stormwater attenuation

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: stormwater

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: <1 acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____
 The pond will be excavation in earth _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Spring Creek

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

***The project does not encroach on a wetland but does connect the proposed pond to Spring Creek which is a designated Federal Wetland. For this reason, a USACE permit will be required.

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:

- acres of aquatic vegetation proposed to be removed: less than 100 sf
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): connecting pond outfall to creek bank
- proposed method of plant removal: excavation
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____
all disturbed areas will be re-vegetated and the incoming channel will be lined with stone.

c. Will the proposed action use, or create a new demand for water? Yes No
If Yes:

i. Total anticipated water usage/demand per day: _____ 600 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
If Yes:

- Name of district or service area: Town of Batavia
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
If Yes:

i. Total anticipated liquid waste generation per day: _____ 600 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
If Yes:

- Name of wastewater treatment plant to be used: Batavia Wastewater Treatment Plant
- Name of district: Batavia Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

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• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or 5.5 acres (impervious surface)
 _____ Square feet or 22.1 acres (parcel size)
 ii. Describe types of new point sources. Storm sewers will be installed and discharge to the proposed pond

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
 stormwater management facility will discharge to spring creek, same as existing conditions

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

- i. Estimate methane generation in tons/year (metric): _____
ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

- i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of 4am to 10pm
ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
up to 25 semi-trucks

iii. Parking spaces: Existing 0 Proposed 20 Net increase/decrease +20

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
roughly 1,223,000 kWh

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 6am - 5pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: 4am - 10pm
- Saturday: 4am - 10pm
- Sunday: 4am - 10pm
- Holidays: 4am - 10pm

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
Typical construction vehicles will be active during normal work hours only during construction. Afterward, sound levels will return to ambient.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: Limited clearing is proposed to construct the new facility.

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Parking Lot, loading dock, driveway entrances, and building entrances will be lit with a combination of building mounted and pole mounted dark sky compliant LED light fixtures.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: The proposed lighting will be primarily on the street side (Call Parkway)

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation: _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____
 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____
 • Operation: The facility will utilize standard 6-yd commercial dumpsters, typical of an office building

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s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban Industrial Commercial Residential (suburban) Rural (non-farm)
- Forest Agriculture Aquatic Other (specify): Airport

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces		5.5	+5.5
• Forested	15.6	12.6	-3.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	5.5	2.0	-3.5
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)	1.0	2.0	+1.0
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

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c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

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v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >7 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

B	_____	40 %
D	_____	60 %
	_____	%

d. What is the average depth to the water table on the project site? Average: _____ 0 to 7+ feet

e. Drainage status of project site soils:

<input checked="" type="checkbox"/> Well Drained:	_____	40 % of site
<input checked="" type="checkbox"/> Moderately Well Drained:	_____	13 % of site
<input checked="" type="checkbox"/> Poorly Drained	_____	47 % of site

f. Approximate proportion of proposed action site with slopes:

<input checked="" type="checkbox"/> 0-10%:	_____	100 % of site
<input type="checkbox"/> 10-15%:	_____	% of site
<input type="checkbox"/> 15% or greater:	_____	% of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.
 iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 821-43 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____
 Name - Pollutants - Uses: Spring Creek and tribs - Unknown Toxicity - Aquatic Life

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

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m. Identify the predominant wildlife species that occupy or use the project site:
 Creek is intermittent and does not support any aquatic wildlife _____ Other species would be species typical of agricultural, forest, and wetland habitats. _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____
 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic 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? Yes No
 If Yes:
 i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District
 ii. Name: Archaeological Sensitive Area
 iii. Brief description of attributes on which listing is based:
 "circle" on CRIS website

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No
 If Yes:
 i. Describe possible resource(s):
 ii. Basis for identification:

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No
 If Yes:
 i. Identify resource:
 ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):
 iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No
 If Yes:
 i. Identify the name of the river and its designation:
 ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Lucas Bushen, Marathon Engineering Date 5/19/22

Signature  Title Project Engineer


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EAF Mapper Summary Report

Wednesday, May 18, 2022 1:40 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Garmin, USGS, Intermap, INCREMENTP, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.ii [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	821-43
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses: Spring Creek and tribs - Unknown Toxicity - Aquatic Life
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

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E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d. [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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

Agency Use Only [If applicable]

Project :
 Date :

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		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
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>			
	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 type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input 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 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 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 type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input 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 checked="" 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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1. Other impacts: <u>NEAR Spring Creek</u>	<input checked="" 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.
 (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.

NO YES

	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.
 (See Part 1. E.2)
 If "Yes", answer questions a - g. If "No", move on to Section 6.

NO 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 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"/>

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

NO YES

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

NO YES

	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.) NO YES
 If "Yes", answer questions a - h. If "No", move on to Section 9.

	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: <u>Used to be Ag. Land</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

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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.

NO YES

	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.

NO YES

	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 checked="" 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"/>

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d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
e. 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"/>

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13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

NO

YES

(See Part 1. D.2.j)

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: <u>20 Trucks A Day Between 4am - 10pm</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

NO

YES

(See Part 1. D.2.k)

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: _____		<input type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

NO

YES

(See Part 1. D.2.m., n., and o.)

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 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 type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input 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 1.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: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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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.)

NO

YES

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

	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)

NO

YES

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

	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

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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.

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

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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:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Kathleen Jasnik

Date:

6/21/2022

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

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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8/22/25*

Customer Information			
Potential Customer:	smartDESIGN Architecture, PLLC	Opportunity Type:	Retention
Project Street Address:	4 Mix Place	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Batavia City	Type of Project:	Retention
Project Description:	2025 4 Mix Place Renovation	New Jobs:	N/A
Total Capital Investment:	\$480,000 ✓	Retained Jobs:	12
Incentive Amount:	\$109,488 ✓	School District:	Batavia
Benefited Amount:	\$480,000	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:	8/5/2025
Initial Acceptance Date:	7/10/2025	Inducement Date:	9/4/2025

Opportunity Summary: smartDESIGN Architecture, PLLC is planning to renovate a vacant building at 4 Mix Place in the City of Batavia that will serve as the headquarters for the professional services firm.

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

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

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

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

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

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

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

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

Economic Impact: The Fiscal impacts (discounted value) on Local Benefits totals \$9,830,382 (\$9,715,824 in payroll and \$114,558 to the public in tax revenues). See attached MRB Cost Benefit Calculator. For every \$1 of public benefit the company is investing \$112 into the local economy.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$400,000
Equipment (Taxable) / Other Project Investment:	\$80,000 ✓
Total Capital Investment:	\$480,000

Estimated Benefits Provided

Sales Tax Exempt:	\$25,600 ✓
Mortgage Tax Exempt:	\$4,000 ✓

3.2

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Property Tax Exempt:	\$79,888 ✓
Total Estimated Tax Incentives Provided:	\$109,488 ✓
Total Amount Finance:	\$400,000

3.2

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Man
8/25/2

MRB Cost Benefit Calculator



Cost-Benefit Analysis Tool powered by MRB Group

Genesee County Industrial Development Agency

Date
 Project Title
 Project Location

Construction Phase - Project Assumptions

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

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Residential Remodelers	236118	100%	\$400,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$400,000

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

New Household Spending - Residential and Mixed-Use Projects Only

Unit Types and Household Income Brackets

Unit Type 1
 Description
 Unit Count
 Target Income (HH)

Unit Type 2
 Description
 Unit Count
 Target Income (HH)

% Net New (See Instructions)

Total Units

Total Local Household Spending

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

Year 1 - Enter NAICS

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Landscape Architectural Services	541320	12	\$75,000	\$900,000
0				\$0
0				\$0
0				\$0
0				\$0
0				\$0
Total		12		\$900,000

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Landscape Architectural Services	541320	12	\$75,000	\$900,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		12		\$900,000

3.2

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Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
Landscape Architectural Services	541320	12	\$75,000	\$900,000
	0	0		\$0
	0	0		\$0
	0	0		\$0
	0	0		\$0
	0	0		\$0
	Total	12		\$900,000

Fiscal Impact Assumptions

Estimated Costs of Incentives

	%	Value		Value
Sales Tax Exemption		\$25,600	PILOT Term (Years)	10
Local Sales Tax Rate	4.00%	\$12,800	Escalation Factor	0%
State Sales Tax Rate	4.00%	\$12,800	Public Discount Rate	2%
Mortgage Recording Tax Exemption		\$4,000		
Local	0.50%	\$2,000		
State	0.50%	\$2,000		
Total Costs		\$109,493	<i>Includes PILOT exemption; calculations below</i>	

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Genesee County Industrial Development Agency

MRB Cost Benefit Calculator



Date: July 10, 2025
 Project Title: Smart Design
 Project Location: 4 Mix Place, Batavia, NY 14020

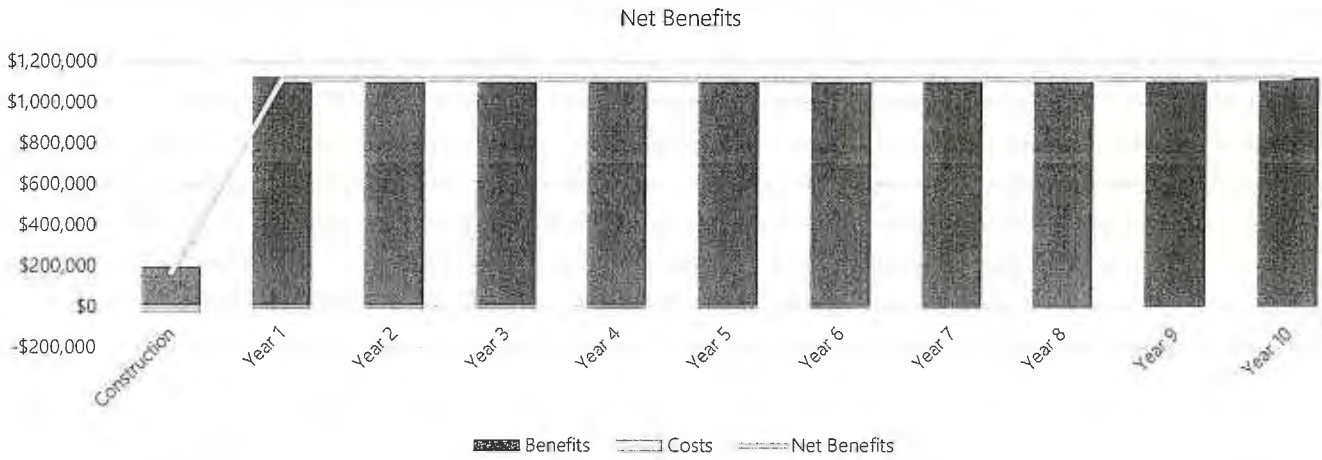
Economic Impacts

Summary of Economic Impacts over the Life of the PILOT
 Construction Project Costs
 \$400,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	3	0	4
Earnings	\$154,329	\$28,794	\$183,123
Local Spend	\$400,000	\$104,689	\$504,689

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	12	2	14
Earnings	\$9,000,000	\$1,612,425	\$10,612,425

Figure 1

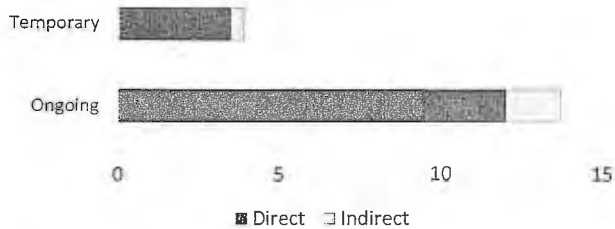


Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

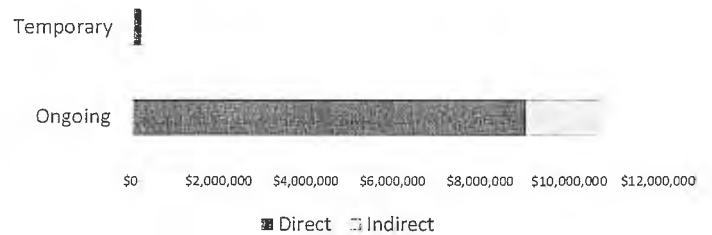
Figure 2

Figure 3

Total Jobs



Total Earnings



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Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$79,893	\$73,056
Sales Tax Exemption	\$25,600	\$25,600
Local Sales Tax Exemption	\$12,800	\$12,800
State Sales Tax Exemption	\$12,800	\$12,800
Mortgage Recording Tax Exemption	\$4,000	\$4,000
Local Mortgage Recording Tax Exemption	\$2,000	\$2,000
State Mortgage Recording Tax Exemption	\$2,000	\$2,000
Total Costs	\$109,493	\$102,656

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$10,924,374	\$9,830,382
To Private Individuals	<u>\$10,795,548</u>	<u>\$9,715,824</u>
Temporary Payroll	\$183,123	\$183,123
Ongoing Payroll	\$10,612,425	\$9,532,701
Other Payments to Private Individuals	\$0	\$0
To the Public	<u>\$128,826</u>	<u>\$114,558</u>
Increase in Property Tax Revenue	\$53,257	\$46,548
Temporary Jobs - Sales Tax Revenue	\$1,282	\$1,282
Ongoing Jobs - Sales Tax Revenue	\$74,287	\$66,729
Other Local Municipal Revenue	\$0	\$0
State Benefits	\$561,368	\$505,223
To the Public	<u>\$561,368</u>	<u>\$505,223</u>
Temporary Income Tax Revenue	\$8,241	\$8,241
Ongoing Income Tax Revenue	\$477,559	\$428,972
Temporary Jobs - Sales Tax Revenue	\$1,282	\$1,282
Ongoing Jobs - Sales Tax Revenue	\$74,287	\$66,729
Total Benefits to State & Region	\$11,485,742	\$10,335,605

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$9,830,382	\$87,856	112:1 ✓
State	\$505,223	\$14,800	34:1 ✓
Grand Total	\$10,335,605	\$102,656	101:1

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

Additional Comments from IDA

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

Does this project provide onsite childcare facilities? No

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WMA 8/20/25

Project Name: smartDESIGN Architecture, PLLC

Board Meeting Date: September 4, 2025

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

PROJECT DESCRIPTION:

smartDESIGN Architecture, PLLC is planning to renovate a vacant building at 4 Mix Place in the City of Batavia that will serve as the headquarters for the professional services firm.

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

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

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

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

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

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

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

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

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

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

Project details: The project is planning on to retain 12 jobs at an average salary of \$75,000.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance the long-term tax base with an investment of \$480,000 in the City of Batavia.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

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

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

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

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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

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

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

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Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project is planned to begin in August 2025 and be operational in 7 months.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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8/26/25

FINAL RESOLUTION
(smartDESIGN Architecture PLLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, September 4, 2025.

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

Resolution No. 09/2025 - _____

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 AUGUST 5, 2025, WITH RESPECT TO THE SMARTDESIGN ARCHITECTURE PLLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (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 AS AUTHORIZED BY THE LAWS OF THE STATE OF NEW YORK; (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT AND (vi) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM THE COMPANY IN CONNECTION WITH THE PROJECT.

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 Company has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 1.71 acres of real property located at 4 Mix Place in the City of Batavia, Genesee County, New York and all other lands in the City of Batavia where, by license or easement or other agreement, the Company or its designees are making

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improvements that benefit the Project (the "Land", being more particularly described as a portion of tax parcel No. 84.006-4-28) together with the existing improvements located thereon consisting of an approximately 5,500 square foot vacant building (the "Existing Improvements"); (ii) the planning, design, reconstruction, renovation and operation of the Existing Improvements to accommodate office related space (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, 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 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 as authorized by the laws of the State of New York (collectively, the "Financial Assistance"); and

WHEREAS, on July 10, 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 Tuesday, August 5, 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, the Project constitutes a "retail" project as defined under Section 862 of the Act and as such requires additional findings; 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) Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that the Project constitutes a "Type II Action" (as such term is defined in SEQRA); therefore, no further action is required under SEQRA.

(G) Based upon the Agency's prior review of the Application submitted by the Company, along with supporting materials, the Project will include facilities or property that are primarily used in making retail sales, as defined within Section 862(2) of the Act, to customers who personally visit the Facility. Notwithstanding the foregoing, and based upon the

Application and supporting materials prepared and presented by the Company to the Agency, and pursuant to Section 862(2)(b) of the Act, the predominant purpose of the Project will be to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the City of Batavia because of a lack of reasonably accessible retail trade facilities offering such goods or services. In accordance with the foregoing, and pursuant to Section 862(2)(c) of the Act, the Agency hereby finds that the undertaking of the Project will serve the public purposes of the Act by preserving permanent, private sector jobs and/or increasing the overall number of permanent, private sector jobs in the State.

Section 2. The Public Hearing held by the Agency on Tuesday, August 5, 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 as authorized pursuant to the laws of the State of New York.

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 **\$320,000.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$25,600.00**. 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 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 **\$400,000.00**, 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

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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 Four Thousand and 00/100 Dollars (\$4,000.00).

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 Zelif	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Kathleen Manne	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

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SECRETARY'S CERTIFICATION
(smartDESIGN Architecture PLLC 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 September 4, 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

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 Tuesday, August 5, 2025, at 3:30 p.m., local time, at Batavia City Hall (Community Room), One Batavia City Centre, Batavia, New York 14020, in connection with the following matter:

SMARTDESIGN ARCHITECTURE PLLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 1.71 acres of real property located at 4 Mix Place in the City of Batavia, Genesee County, New York and all other lands in the City of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly described as a portion of tax parcel No. 84.006-4-28) together with the existing improvements located thereon consisting of an approximately 5,500 square foot vacant building (the "Existing Improvements"); (ii) the planning, design, reconstruction, renovation and operation of the Existing Improvements to accommodate office related space (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").

The Agency will acquire 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, a 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: July 18, 2025

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



REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF smartDESIGN Architecture PLLC HELD ON TUESDAY, AUGUST 5, 2025 3:30 P.M. AT BATAVIA CITY HALL, ONE BATAVIA CITY CENTRE, BATAVIA, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Jim Krencik, Senior Director of Marketing and Communications – GCEDC
Krista Galdun, Finance Assistant – GCEDC
Sherry Tacy, Operations Assistant - GCEDC

II. CALL TO ORDER

The public hearing of smartDESIGN Architecture PLLC opened at 3:31 p.m. at the Batavia City Hall, One Batavia City Centre, in Batavia, 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

smartDESIGN Architecture, PLLC is planning to renovate a vacant building at 4 Mix Place in the City of Batavia that will serve as the headquarters for the professional services firm.

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

In addition, the company and its 12 FTE's were displaced by the recent closure of its Harvester Center facility by the property's owner. smartDESIGN has reversed the downward spin on the assessed value for this property at Mix Place. During its vacancy, the property's assessed value declined in 2021 at \$285,000 to \$154,000 in 2022.

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

IV. COMMENTS

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

There was no public comment.

V. ADJOURNMENT

The public hearing was closed at 3:41 p.m.

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**GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE
COUNTY ECONOMIC DEVELOPMENT CENTER
PROJECT CONFIRMATION
PURSUANT TO GENERAL MUNICIPAL LAW SECTION 862(2)(c)**

SMARTDESIGN ARCHITECTURE PLLC – 2025 PROJECT

By Resolution adopted August 7, 2025 (the "Project Authorizing Resolution"), the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") authorized the undertaking of a certain Project (the "Project") for the benefit of smartDESIGN Architecture PLLC (the "Company") described as: (i) the acquisition by the Agency of a leasehold or other interest in approximately 1.71 acres of real property located at 4 Mix Place in the City of Batavia, Genesee County, New York and all other lands in the City of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly described as a portion of tax parcel No. 84.006-4-28) together with the existing improvements located thereon consisting of an approximately 5,500 square foot vacant building (the "Existing Improvements"); (ii) the planning, design, reconstruction, renovation and operation of the Existing Improvements to accommodate office related space (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").

In making its determination to authorize the undertaking of the Project and the provision of financial assistance to the Company (the "Financial Assistance"), the Agency recognized that under Section 862(2)(a) of the General Municipal Law of the State of New York (the "GML"), more than one-third of the total cost of the Project will involve facilities or property that will be primarily used in making retail sales to customers who will be personally visiting the Facility. Pursuant to GML Section 862(2)(b)(i), the Agency is permitted to provide the Financial Assistance to retail projects where the predominant purpose of the Project will be to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the City of Batavia because of a lack of reasonably accessible retail trade facilities offering such goods or services. Pursuant to and in accordance with the Project Authorizing Resolution, which was adopted by the Agency following the scheduling and conduct of a public hearing in accordance with the GML, the Agency authorized the undertaking of the Project and the provision of the Financial Assistance. In addition, the Agency made findings that pursuant to Section 862(2)(c) of the Act, the undertaking of the Project will serve the public purposes of the Act by preserving permanent, private sector jobs and/or increasing the overall number of permanent, private sector jobs in the State.

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The undersigned, being the Chief Executive Officer of Genesee County, hereby acknowledges and confirms the findings made by the Agency as described above and as contained within the Agency's Project Authorizing Resolution. Said findings were made, and my confirmation is being made, pursuant to GML Section 862(2)(c), and as such, the undersigned hereby confirms the proposed action of the Agency with respect to the Project.

Dated: 8/20/25, 2025



Rochelle M. Stein, Chair
Genesee County Legislature

**GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE
COUNTY ECONOMIC DEVELOPMENT CENTER
PROJECT CONFIRMATION
PURSUANT TO GENERAL MUNICIPAL LAW SECTION 862(2)(c)**

SMARTDESIGN ARCHITECTURE PLLC – 2025 PROJECT

By Resolution adopted August 7, 2025 (the "Project Authorizing Resolution"), the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") authorized the undertaking of a certain Project (the "Project") for the benefit of smartDESIGN Architecture PLLC (the "Company") described as: (i) the acquisition by the Agency of a leasehold or other interest in approximately 1.71 acres of real property located at 4 Mix Place in the City of Batavia, Genesee County, New York and all other lands in the City of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly described as a portion of tax parcel No. 84.006-4-28) together with the existing improvements located thereon consisting of an approximately 5,500 square foot vacant building (the "Existing Improvements"); (ii) the planning, design, reconstruction, renovation and operation of the Existing Improvements to accommodate office related space (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").

In making its determination to authorize the undertaking of the Project and the provision of financial assistance to the Company (the "Financial Assistance"), the Agency recognized that under Section 862(2)(a) of the General Municipal Law of the State of New York (the "GML"), more than one-third of the total cost of the Project will involve facilities or property that will be primarily used in making retail sales to customers who will be personally visiting the Facility. Pursuant to GML Section 862(2)(b)(i), the Agency is permitted to provide the Financial Assistance to retail projects where the predominant purpose of the Project will be to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the City of Batavia because of a lack of reasonably accessible retail trade facilities offering such goods or services. Pursuant to and in accordance with the Project Authorizing Resolution, which was adopted by the Agency following the scheduling and conduct of a public hearing in accordance with the GML, the Agency authorized the undertaking of the Project and the provision of the Financial Assistance. In addition, the Agency made findings that pursuant to Section 862(2)(c) of the Act, the undertaking of the Project will serve the public purposes of the Act by preserving permanent, private sector jobs and/or increasing the overall number of permanent, private sector jobs in the State.

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The undersigned, being the Chief Executive Officer of Genesee County, hereby acknowledges and confirms the findings made by the Agency as described above and as contained within the Agency's Project Authorizing Resolution. Said findings were made, and my confirmation is being made, pursuant to GML Section 862(2)(c), and as such, the undersigned hereby confirms the proposed action of the Agency with respect to the Project.

Dated: 8/28/20, 2025



Rochelle M. Stein, Chair
Genesee County Legislature

ASSIGNMENT AUTHORIZING RESOLUTION
(Leatherleaf Solar, LLC Project – Assignment Authorization)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center convened on Thursday, September 4, 2025.

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

Resolution No. 09/2025 - __

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

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 an Authorizing Resolution adopted on March 28, 2024 (the “Final Resolution”), the Agency appointed **LEATHERLEAF SOLAR, LLC** (the “Company”), as agent of the Agency to undertake a certain Project (the “Project”) consisting of: (i) the acquisition by the Agency of a leasehold interest in approximately 35 acres located at 7501 Ivison Road in the Town of Byron, New York (the “Land”, being more particularly described as a portion of tax parcel No. 9.-1-7.113, as may be subdivided); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the “Improvements”); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the “Equipment” and, collectively with, the Land and the Improvements, the “Facility”); and

WHEREAS, as of the date of the Company’s Application for Financial Assistance (the “Original Application”), the Original Application was submitted by and through Cypress Creek Renewables, LLC as the 100% owner of the Company (the “Original Company Parent”); and

WHEREAS, the Company, by and through the Original Company Parent, has advised the Agency that they intend to sell and transfer one-hundred percent (100%) of the membership

interests in the Company from the Original Company Parent to Dimension NY 1, LLC (the “Assignee”), with the foregoing restructuring being referred to herein as the “Assignment”; and

WHEREAS, in furtherance of the foregoing, the Agency desires to (i) authorize the Assignment subject to the terms and conditions set forth herein and (ii) the execution and delivery of certain documents and agreements in furtherance of same.

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. Based upon the representations made by the Company, the Agency hereby consents to, authorizes and approves the Assignment subject to the terms and conditions set forth herein. All other approvals contained within the Final Resolution shall remain in full force and effect.

Section 2. The Agency’s consent and approval of the Assignment is subject to payment by the Company of all costs and fees of the Agency in connection with review, consideration and authorization of the Assignment.

Section 3. The Chair, Vice Chair and/or President/CEO of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any documents and agreements necessary to effectuate the Assignment, with such changes as shall be approved by the Chair, Vice Chair and/or President/CEO and counsel to the Agency upon execution.

Section 4. 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 5. These Resolutions shall take effect immediately upon adoption.

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

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

The Resolution was thereupon duly adopted.

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SECRETARY'S CERTIFICATION

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 September 4, 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

3-3

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August 20th, 2025

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

**Project: Atlas Copco USA Holdings, Inc & Subsidiaries – Requests for Verified Exemptions
No Local Labor Available: Wall Coverings**

Background:

GEIS Companies, the general contractor on the project, is looking to hire Lou Ritenour Decorators, out of Twinsburg, Ohio, on the Atlas Copco USA Holdings, Inc & Subsidiaries project in Alabama, NY. The GC publicly listed the job and made attempts to find a local contractor, however there was no qualified local company available to perform the specialty install in a defined time range. GEIS has provided their bid list and proof of communication with other local contractors. Additionally, they have provided specifications on the unique wall coverings being utilized on the project. Loewke Brill considers this warranty to be valid and recommends approval.

Sincerely,

Kevin E Loewke

491 Elmgrove Rd, Ste 2, Rochester, NY 14606



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

www.loewkebrill.com



3.5

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8/19/2025

Kevin Loewke
Loweke Brill Consulting Group
491 Elmgrove Road
Rochester, NY 14606

PROJECT: Atlas Copco USA Holding
SUBJECT: Lou Ritenour Decorators Loca Labor Exemption Request

Kevin,

Please let this letter serve as a formal request to allow exemption of Lou Ritenour Decorators manpower count in the local labor reporting for the Atlas Copco USA Holding Project located in Bason, NY.

Geis Construction has tried over the last few months to find a local and qualified subcontractor to preform the work of Wall Coverings for the project. Because these finishes are custom and unique applications, it is difficult to find contractors who work with interior finishes, specializing in these products. Due to the concern with lead times for the projects, and taking into consideration the project completion schedule, Geis had to search outside the local area for contractors that would perform the scope.

These wall coverings range from different types of architectural finishes. Some of these included finishes are an acoustic panel, others are a felt finish. Included in this project are also custom artwork pieces and architectural wire mesh panels for walls. I have provided documents attached this this letter to help explain and show the products being classified as wallcoverings in this scope.

Lou Ritenour Decorators is an interior finishing contractor from Ohio who handles a wide variety of products, including the products specified for this project. The value of this contract would be \$109,465.00 and require a small crew for a couple weeks.

We are asking for an exemption of this subcontractor so we can ensure a final product is delivered to the client within project schedule.

I appreciate your time and consideration.

If you have any questions, please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Rosso', written over a light blue horizontal line.

Matt Rosso
Project Manager

cc: Kevin Watts (Geis Construction), Brett Abbott (Geis Construction), Joe Spinelli (Loewke Brill), Jim Loewke (Loewke Brill)

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Genesee County Industrial Development Agency

Local Labor
Verified Exemption Request

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

APPLICANT NAME: Project: Atlas Copco General Contractor: Geis Construction Subcontractor: Lou Ritenour Decorators

CONTACT: Matt Rosso - Geis Construction Project Manager

PHONE (CELL) 216-372-0793 EMAIL mattrosso@geisco.net

REASON FOR REQUEST

- 1) Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers. - EXPLAIN
2) Specialized construction in which a local contractor is not available - EXPLAIN
3) Significant cost differentials in bids; whereby use of local labor significantly increases the cost of the project. EXPLAIN (PROVIDE COPIES OF ALL BIDS)
4) No local labor available for the project - EXPLAIN
Reference attached cover letter for explanation. Local contractors decided to decline the invitation to bid on the wall covering scope of work for the project. Due to lead time on the project, we have to award the package and the only subcontractor that was willing to bid and can provide the work is out of area.

Applicant Signature: [Signature] Date: 8/11/2025

Amount of Contract Needing Verified Exemption: \$109,465.00

Number of Workers Needing Verified Exemption(s): 3 man crew for 2-3 weeks

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

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Geis Construction

23-00-523

Kingfisher / Edwards - For Award



BP-12: Painting & Wall Coverings

Lead: Matt Rosso

Bids Due: Sep 27, 2024 at 5:00 PM EDT

Name	Email	Phone	Cell	Status	Bid
Alba Coatings, Inc.		+1 716-693-9500		Undecided	--
Mike Moran	mike@albapaint.com	+1 716-693-9500	+1 716-548-4471	Viewed	
Alba Painting		--		Undecided	--
Mike Moran	albapainting2@aol.com	+1 716-693-9500	+1 716-548-4471	Invited	
Bison Painting & Decorating Corp.		--		Undecided	--
Charlie Khouri	bisonpainting@roadrunner.com	+1 716-873-1448	--	Invited	
Buffalo Industrial Services Inc		+1 716-833-7700		Bidding	--
BRIAN SCHECTMAN	bisinc1011@yahoo.com	+1 716-833-7700	+1 716-863-7835	Invited	 Never submitted a bid
CabreraServices		+1 716-803-8769		Undecided	--
Rafael Cabrera	rafael.cabrera1986@gmail.com	+1 786-332-0240	--	Invited	

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Champion Painting Specialty Services Corp. +1 845-444-5260
 Alex Thomas athomas@championssc.com -- --
 Elena Ortiz eortiz@championssc.com +1 845-444-5260 ext. 2026--
 Leo Fuentes (vendor) lfuentes@championssc.com +1 845-444-5260 ext. 2007--
 Thomas Brennan tbrennan@championssc.com +1 845-444-5260 +1 516-790-3864

Bid Submitted \$420,200
 Viewed
 Viewed
 Viewed
 Viewed

Submitted pricing for painting and only (3) of the (8) wall coverings. Also could not meet local labor policy

Chmielowiec Painting, Inc. --
 Paul Chmielowiec cpi@rochester.rr.com +1 585-343-4932 +1 716-474-2785

Not Bidding --
 Invited

Color Tech Painting Corp. --
 Beth Grimmer colortechpainting@verizon.net +1 716-807-0300 --

Not Bidding --
 Viewed

Cook Painting +1 607-733-5961
 Indy Harrington cookpainting@johncookpainting.com +1 607-733-5961 --
 Jeff Cook jeff.cook@johncookpainting.com +1 607-733-5961 --
 Scott Cook scott.cook@johncookpainting.com +1 607-733-5961 --

Not Bidding --
 Invited
 Invited
 Invited

Dodge Data And Analytics --
 Jodie Wills jodie.wills@construction.com +1 812-948-0402 --

Undecided --
 Invited

E M Star Painting --
 Robert Hengel bobhengel@msn.com +1 716-603-6818 --

Bidding --
 Invited

Never submitted a bid

Electrolab Inc. --
 Bill Abt bill@electrolabinc.com +1 716-833-4457 +1 716-601-8252
 Doug Abt doug@electrolabinc.com +1 716-833-4457 +1 716-207-0449


Not Bidding --
 Viewed
 Invited

Giovanna Painting +1 585-303-0342
 Alan Hart alan@giovannapainting.com -- --
 Kyle Otto kyle@giovannapainting.com +1 585-815-3065 --

Undecided --
 Invited
 Invited

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Golden Brush Painting		+1 201-241-0830		Bidding	--
Robson Flor	info@goldenbrushpainting.com	+1 201-241-0830	--	Viewed	 Never submitted a bid
Graydaze Contracting Inc.		+1 770-752-7010		Not Bidding	--
Aaron Butler	abutler@graydaze.com	+1 770-752-7010 ext. 5	(678) 358-4866	Invited	
Henry Hunt	hhunt@graydaze.com	+1 770-296-0449	--	Invited	
Seth Adkins	sadkins@graydaze.com	--	--	Invited	
IC Construction Services, Inc.		--		Undecided	--
Christine Inluxay	cinluxay@gmail.com	+1 716-662-2827	+1 716-983-4804	Invited	
JH Painting		+1 413-209-5426		Undecided	--
Jim Hepp	jimhepp1@gmail.com	+1 413-209-5426	--	Invited	
Kostusiak Coatings LLC		+1 716-982-6190		Not Bidding	--
Scott Kostusiak	scott@kostusiakcoatings.com	+1 716-982-6190	+1 716-982-5403	Viewed	
M Brett Painting Company, Inc.		+1 860-434-3330		Undecided	--
Estimating Department	estimating@mbrettpainting.com	+1 860-434-3330 ext. 208	--	Invited	
Miller Paneling Specialties		+1 860-210-6035		Not Bidding	--
Christine Alicea	christine@millerpaneling.com	+1 860-210-6035 ext. 1006	+1 845-597-9636	Invited	
Eric Fein	eric@millerpaneling.com	+1 860-210-6035 ext. 206	+1 203-770-7202	Viewed	
Lauret Thomas	lauret@awsbp.com	--	--	Invited	
Stephanie Miller	stephanie@millerpaneling.com	+1 530-662-0860	+1 530-908-4554	Viewed	
N. Choops Painting		--		Not Bidding	--
Neal Choops	neal@nchoopspainting.com	+1 716-685-6226	--	Invited	
Todd Choops	todd@nchoopspainting.com	+1 716-685-6226	+1 716-425-1742	Viewed	

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National Glazing Solutions, LLC dba NGS Films and Graphics

Dragan Savatic	dragan@nationalglazingsolutions.com	+1 866-925-2083	--
Estimating NGS	estimating@ngs.inc	--	--
Jesse Winger	jesse.winger@ngs.inc	+1 404-731-0119	--
Michael Langenfeld	mike.langenfeld@ngs.inc	+1 646-241-4469	+1 646-241-4469
Ryan Martin	ryan.martin@filmsandgraphics.com	--	--
Terrence Hunter	terrence.hunter@ngs.inc	+1 470-524-0214	+1 470-680-7434

Bid Submitted \$3,261

Viewed
Invited
Invited
Invited
Viewed
Invited

Did not submit a complete proposal

New Coat Painting - Div. Of Pepe Construction Services LLC

Kimberly Kostusiak	kkostusiak@pepeconst.com	+1 716-826-0400	+1 716-870-8507
Michael Suto	msuto@pepeconst.com	+1 716-826-0400	--

Not Bidding --

Viewed
Invited

New York Painting & Coatings, LLC

ANDREW PROK	acprok@gmail.com	--	--
Andrew Prok	david@nylandc.com	+1 585-303-3939	+1 585-775-4588

Undecided --

Invited
Invited

Niagara Coatings Services, Incorporated

David Jaeger	djaeger@niagaracoatings.com	(716) 297-5834	+1 716-297-5834	--
--------------	-----------------------------	----------------	-----------------	----

Undecided --

Invited

Paint Technology Inc

Paul kuznik	paulpainttech@gmail.com	+1 716-435-9914	--
-------------	-------------------------	-----------------	----

Undecided --

Viewed

Paint of WNY

Erin Burns	erin@paintofwny.com	+1 716-863-1115	--
Michael Giordano	mike.giordano@paintofwny.com	+1 716-863-1115	--

Bid Submitted \$456,762

Invited
Viewed

Awarded Painting Scope but declined wall coverings except to (1) of the (8).

Painters Plus

Jesse Gooch	info@paintersplus.us	+1 716-693-7587	--
-------------	----------------------	-----------------	----

Undecided --

Invited

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Paramount Special Services		--		Bidding	--
Dustin Francis	paramount.dfrancis@gmail.com	+1 614-940-7928	--	Viewed	
suryabhan yadav (vendor)	s8948899533@gmail.com	--	--	Viewed	 Never submitted a bid
Pat Nye Painting		--		Undecided	--
Patrick Nye	patnyepainting@yahoo.com	+1 716-946-2272	--	Invited	
R.W. Painting, Inc.		--		Undecided	--
Christine Butcher	rwpainting65@aol.com	+1 716-662-3552	--	Invited	
R.W. Painting, Inc.		--		Not Bidding	--
Robert Hengel	rhengel@rw-painting.com	+1 716-662-3552	--	Viewed	
Refined Sight		(212) 989-3688		Undecided	--
Levi Barker	levi@refinedsight.com	+1 212-989-3688	+1 310-598-8283	Invited	
Sage Construction Solutions LLC		+1 908-370-5388		Undecided	--
Joseph Gallardo	joseph@sage-construction.com	+1 908-370-5388	--	Invited	
Sherwin Williams		--		Undecided	--
Daniel O'Mara	daniel.j.omara@sherwin.com	+1 716-946-7293	--	Viewed	
Superior Finish Painting		--		Undecided	--
michael graham	superiorfinishpaintingllc@gmail.com	+1 716-445-1585	--	Invited	

Prepared on Aug 11, 2025 at 3:43 PM EDT

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ROCHESTER DAVIS FETCH DECLINED
DUE TO MANPOWER

Matt Rosso

From: Adam Bischoff <ABischoff@davisfetchcorp.com>
Sent: Thursday, May 29, 2025 9:54 AM
To: Matt Rosso
Subject: RE: Edwards Vacuum Wallcoverings / Acoustic Panels

Matt

Sorry for the delay, I was trying to work this out with my super. Unfortunately we are going to be pretty tapped out with manpower at this time and I don't want to commit and not be able to perform. Thank you for reaching out. if you have anything else coming out starting 2026 please let me know.

Thank you



Adam Bischoff
Rochester Davis-Fetch Corp.
Estimator / Project Manager
175 Dodge Street, Rochester NY 14606
Ph. 585-458-0150, Fx. 585.458.0281
Email. abischoff@davisfetchcorp.com

From: Matt Rosso <MattRosso@geisco.net>
Sent: Wednesday, May 21, 2025 4:23 PM
To: Adam Bischoff <ABischoff@davisfetchcorp.com>
Subject: RE: Edwards Vacuum Wallcoverings / Acoustic Panels

Adam,
Any interest in Edwards wall coverings bidding?

Thanks,

Matt Rosso, LEED AP BD+C
Project Manager
GEIS Construction
216.372.0793 cell
mattrosso@geisco.net

GEIS COMPANIES
10020 Aurora-Hudson Road
Streetsboro, Ohio 44241
330.528.3500 office
330.528.0008 fax
www.geis.us

CONSTRUCTION | DEVELOPMENT | ARCHITECTURE | PROPERTY MANAGEMENT

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From: Matt Rosso
Sent: Thursday, May 8, 2025 12:23 PM
To: Adam Bischoff <ABischoff@davisfetchcorp.com>
Subject: RE: Edwards Vacuum Wallcoverings / Acoustic Panels

Around September

Matt Rosso, LEED AP BD+C
Project Manager
GEIS Construction
216.372.0793 cell
mattrosso@geisco.net

GEIS COMPANIES
10020 Aurora-Hudson Road
Streetsboro, Ohio 44241
330.528.3500 office
330.528.0008 fax
www.geis.us

CONSTRUCTION | DEVELOPMENT | ARCHITECTURE | PROPERTY MANAGEMENT

From: Adam Bischoff <ABischoff@davisfetchcorp.com>
Sent: Thursday, May 8, 2025 12:09 PM
To: Matt Rosso <MattRosso@geisco.net>
Subject: RE: Edwards Vacuum Wallcoverings / Acoustic Panels

Matt

Sorry I was out for a couple days from a surgery. When would you need this work to be completed?

Thank you



Adam Bischoff
Rochester Davis-Fetch Corp.
Estimator / Project Manager
175 Dodge Street, Rochester NY 14606
Ph. 585-458-0150, Fx. 585.458.0281
Email. abischoff@davisfetchcorp.com

From: Matt Rosso <MattRosso@geisco.net>
Sent: Thursday, May 8, 2025 11:27 AM
To: Adam Bischoff <ABischoff@davisfetchcorp.com>
Cc: Brett Abbott <BAbbott@geisco.net>
Subject: RE: Edwards Vacuum Wallcoverings / Acoustic Panels

Hi Adam,

Following up to make sure you saw the email below.
Thanks in advance.

Matt Rosso, LEED AP BD+C
Project Manager
GEIS Construction
216.372.0793 cell
mattrosso@geisco.net

GEIS COMPANIES
10020 Aurora-Hudson Road
Streetsboro, Ohio 44241
330.528.3500 office
330.528.0008 fax
www.geis.us

CONSTRUCTION | DEVELOPMENT | ARCHITECTURE | PROPERTY MANAGEMENT

From: Matt Rosso
Sent: Monday, May 5, 2025 10:16 PM
To: Adam Bischoff <ABischoff@davisfetchcorp.com>
Cc: Brett Abbott <BAbbott@geisco.net>
Subject: Edwards Vacuum Wallcoverings / Acoustic Panels

Adam,
I have some acoustical and decorative wall finishes over at my Edwards project and was wondering if your company handles scope like this. Most of them are Momentum and Turf products.
Would you be interested in developing a proposal for furnish and installation? Please let me know when you get a chance.

SCRUFARI COMPANY NEVER ENDED UP REPLYING OR
SHOWING INTEREST AFTER CONTACT

Matt Rosso

From: Matt Rosso
Sent: Tuesday, August 5, 2025 2:41 PM
To: acostello@scrufaricompany.com
Cc: Brett Abbott
Subject: Edwards Wallcovering Package

Anthony,

Any update on the wall covering package you were interested in?

Just checking as I would like to award someone soon.

Thanks,

Matt Rosso, LEED AP BD+C
Project Manager
GEIS Construction
216.372.0793 cell
mattrosso@geisco.net

GEIS COMPANIES
10020 Aurora-Hudson Road
Streetsboro, Ohio 44241
330.528.3500 office
330.528.0008 fax
www.geis.us

CONSTRUCTION | DEVELOPMENT | ARCHITECTURE | PROPERTY MANAGEMENT

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**GYPSUM SYSTEMS NEVER SUBMITTED A PRICE
AFTER MULTIPLE ATTEMPTS OF REACHING OUT**

Matt Rosso

From: Matt Rosso
Sent: Monday, April 28, 2025 3:24 PM
To: Kevin Carlin; Matt Wendelboe
Cc: Brett Abbott
Subject: RE: Edwards Wallcovering Bid Package

Matt, Kevin,

Are you submitting a price for wallcoverings?

Matt Rosso, LEED AP BD+C
Project Manager
GEIS Construction
216.372.0793 cell
mattrosso@geisco.net

GEIS COMPANIES
10020 Aurora-Hudson Road
Streetsboro, Ohio 44241
330.528.3500 office
330.528.0008 fax
www.geis.us

CONSTRUCTION | DEVELOPMENT | ARCHITECTURE | PROPERTY MANAGEMENT

From: Matt Rosso
Sent: Tuesday, April 15, 2025 8:05 AM
To: Kevin Carlin <KCarlin@gypsumsys.com>; Matt Wendelboe <mattw@gypsumsys.com>
Cc: Brett Abbott <BAbbott@geisco.net>
Subject: RE: Edwards Wallcovering Bid Package

Matt, do you have Wallcovering proposal timeline?

Thanks,

Matt Rosso, LEED AP BD+C
Project Manager
GEIS Construction
216.372.0793 cell
mattrosso@geisco.net

GEIS COMPANIES
10020 Aurora-Hudson Road
Streetsboro, Ohio 44241
330.528.3500 office
330.528.0008 fax
www.geis.us

CONSTRUCTION | DEVELOPMENT | ARCHITECTURE | PROPERTY MANAGEMENT

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From: Matt Rosso
Sent: Friday, April 4, 2025 1:04 PM
To: Kevin Carlin <KCarlin@gypsumsys.com>; Matt Wendelboe <mattw@gypsumsys.com>
Cc: Brett Abbott <BAbbott@geisco.net>
Subject: RE: Edwards Wallcovering Bid Package

Understood. **What about the Wallcovering Proposal though?** I think you were referring to the bulkhead and IMP in your response.

Matt Rosso, LEED AP BD+C
Project Manager
GEIS Construction
216.372.0793 cell
mattrosso@geisco.net

GEIS COMPANIES
10020 Aurora-Hudson Road
Streetsboro, Ohio 44241
330.528.3500 office
330.528.0008 fax
www.geis.us

CONSTRUCTION | DEVELOPMENT | ARCHITECTURE | PROPERTY MANAGEMENT

From: Kevin Carlin <KCarlin@gypsumsys.com>
Sent: Thursday, April 3, 2025 10:27 AM
To: Matt Rosso <MattRosso@geisco.net>; Matt Wendelboe <mattw@gypsumsys.com>
Cc: Brett Abbott <BAbbott@geisco.net>
Subject: RE: Edwards Wallcovering Bid Package

Hi Matt,

I am in process of finishing this up. I have to put the credits on paper and I should be able to send the adds and credits to you. The other thing I still need to look at is access. I know we had lifts figured for panels any ways, but sound like the scaffold on the mezz and anything else I maybe missing. Just have to get my arms around that

Kevin Carlin
Gypsum Systems, LLC
640 Pound Rd, Elma, NY 14059
P.O. Box 449
716-652-5700 Office
716-714-9132 Direct
716-984-6262 Cell

From: Matt Rosso <MattRosso@geisco.net>
Sent: Thursday, April 3, 2025 10:24 AM
To: Matt Wendelboe <mattw@gypsumsys.com>
Cc: Brett Abbott <BAbbott@geisco.net>; Kevin Carlin <KCarlin@gypsumsys.com>
Subject: RE: Edwards Wallcovering Bid Package

I know its only been a week, but just wondering what you think your time line is of sending a price?

Matt Rosso, LEED AP BD+C
Project Manager
GEIS Construction
216.372.0793 cell
mattrosso@geisco.net

GEIS COMPANIES
10020 Aurora-Hudson Road
Streetsboro, Ohio 44241
330.528.3500 office
330.528.0008 fax
www.geis.us

CONSTRUCTION | DEVELOPMENT | ARCHITECTURE | PROPERTY MANAGEMENT

From: Matt Rosso
Sent: Thursday, March 27, 2025 3:29 PM
To: mattw@gypsumsys.com
Cc: Brett Abbott <BAbbott@geisco.net>; Kevin Carlin <KCarlin@gypsumsys.com>
Subject: Edwards Wallcovering Bid Package

Matt,

Attached are documents for the bid package of the Wallcoverings we discussed.
Most recent drawings are on Procore to use.
Looking for a sub to do everything except WF-5.

Please make sure you include particle board, or any substrate required if drywall is not acceptable.
Let me know if more information is needed to price.

3. Provide pricing to furnish and install all wall coverings shown on drawings.
 - a. Wall coverings
 - i. WF-1: Momentum Nufelt Bowtie Acoustic Color: Cherry Cobbler PTBT-15
 - ii. WF-2: Momentum Custom Digital Ombre – Mimic ‘Aino Blur Ombre Eco’ Color: 19-07 Sunrise. Budget materials \$9.95 sf
 - iii. WF-3: Turf Reed Felt Acoustic Wall Panel Color: 23 Red
 - iv. WF-4: Turf Fracture Felt Carved Wall Tile Color: 09 Damascus
 - ~~v. WF-5: MDC Toggle Color. Crow~~
 - vi. WF-8: Wall graphic TBD. Carry \$9.95 sf material cost and labor to install in price.
 - vii. LAM-2: Formica Beige Elm 5794-NG
 - viii. MP-1: Metal Panel Mesh Perforated Banker Wire Mesh Style: SZ-3 Color: PC Raven Black
 - b. All backing board, particle board, primer, etc. that is required over drywall for installation shall be the responsibility of this contractor.
 - c. This contractor shall submit product data submittals and shop / installation drawing for wall covering indicating pattern, direction, and seam locations (if applicable) for approval by interior designer.

Thanks,

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CHAMPION PAINTING HAD INCOMPLETE SCOPE AND COULD NOT MEET LOCAL LABOR

Matt Rosso

From: Leo Fuentes <lfuentes@championssc.com>
Sent: Wednesday, February 19, 2025 4:46 PM
To: Matt Rosso; Brett Abbott
Cc: Mike Dekeris; Thomas Brennan
Subject: Kingfisher / Edwards - Champion Painting Proposal BAFO
Attachments: Kingfisher - Edwards - Champion Proposal R1 BAFO.pdf

Good Afternoon Matt,

Please see attached for our BAFO proposal for the Kingfisher / Edwards project. I have revised our proposal to include the scope changes as discussed in our scope review.

After internal talks with our team, we have concluded that we can meet up to 50% of local labor on this project.

Please let us know if you have any questions or concerns.

We appreciate the opportunity to quote our services & hope to work alongside each other on this project.

Best,

Leo



Leo Fuentes
Estimator

e: lfuentes@championssc.com | w: www.championssc.com
m: 631-882-4441

Northeast Office

a: 65 Corporate Drive, Holtsville, NY, 11742
t: 845-444-5260 x2007



NOTICE OF CONFIDENTIALITY: The information contained in this communication and any accompanying document(s) is confidential, may include proprietary company information dealing with Champion Painting Specialty Services, Corp. and/or related entities and is intended only for the use of the addressee. Please be advised that any unauthorized use, disclosure, or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately via return e-mail and destroy this communication and all copies thereof, including all attachments.

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WALL FINISHES	
WF-1:	MANF: MOMENTUM STYLE: NUFELT BOWTIE ACOUSTIC WALLCOVERING COLOR: CHERRY COBBLER PTBT-15 WIDTH: 63" INSTALL: WALL TO WALL / FLOOR TO CEILING BUDGET MATERIAL COST: \$46/YD
WF-2:	MANF: MOMENTUM STYLE: CUSTOM DIGITAL OMBRE WALLCOVERING COLOR: TBD INTENT TO MIMICK 'AINO BLUR OMBRE ECO' COLOR: 19-07 SUNRISE SUBSTRATE: SILK SLUB II TYPE II VINYL INSTALL: WALL TO WALL / FLOOR TO CEILING BUDGET MATERIAL COST: \$9.95/SQ FT
WF-3:	MANF: TURF STYLE: 'REED' FELT ACOUSTIC WALL PANEL DESCRIPTION: 24"W PANEL 2" PROFILE 9MM PET COLOR: 23 RED INSTALL: WALL TO WALL / FLOOR TO CEILING REFERENCE ELEVATION ON 3.21 NOTE: TRIM-FLAT-FILL MAY BE REQUIRED TO FIT SNUG AT WALL TO WALL APPLICATION. BUDGET MATERIAL COST: \$48/SQ FT
WF-4:	MANF: TURF STYLE: 'FRACTURE' FELT CARVED WALL TILE DESCRIPTION: 9MM DEPTH 24" PANEL COLOR: 09 DAMASCUS INSTALL: WALL TO WALL / FLOOR TO 15'-0" A.F.F. REFER TO ELEVATION ON 3.21 BUDGET MATERIAL COST: \$13.20/SQ FT
WF-5:	MANF: MDC STYLE: TOGGLE COLOR: CROW LOCATION: WALLCOVERING AT DRINKING FOUNTAIN BUDGET MATERIAL COSTS: \$31.95/YD
WF-7:	DIGITAL PRINT WINDOW FILM MANF: TBD STYLE: CUSTOM DESIGN WITH EDWARDS BRANDING FINISH: TBD COLOR: MULTI-COLOR BUDGET MATERIAL COSTS: APPROX \$30/SQ FT
WF-8:	MANF: TBD STYLE: WALL GRAPHIC FINISH: TBD COLOR: TBD LOCATION: FITNESS ROOM BUDGET MATERIAL COSTS: \$9.95/SQ FT
LAM-2:	MANF: FORMICA COLOR: BEIGE ELM COLOR #: 5794-NG LOCATION: CANTEEN PARTIAL HEIGHT WALLS
MP-1:	METAL PANEL MESH PERFORATED MANF: BANKER WIRE MESH STYLE: S2-3 COLOR: POWDER COATED 'RAVEN BLACK' LOCATION: RECEPTION BRANDING WALL ACCENT PANELS
SSP-1:	STAINLESS STEEL WALL PANELS LOCATION: WELDING ROOM #110.1



WF-1 | MOMENTUM BOWTIE



WF-2 | OMBRE WALLCOVERING



WF-3 | TURF | REED



WF-4 | TURF | FRACTURE FELT CARVED WALL TILE | DAMASCUS



WF-5 | TOGGLE CROW



LAM-1 | BEIGE ELM



MP-1 | BANKER MESH | S2-3 | RAVEN BLACK

3.5

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NuFelt Bowtie & NuFelt Pinwheel

Application: Wallcovering

Description: Acoustical

Weight: 25 oz.

Width: *63" **52/54"

Thickness: 1/8"

Content: 100% post-consumer recycled polyester

Backing: Fused polyester

Installation: Non-reverse hang, random match

Repeat: -

Flame Resistance: ASTM E84 Class A, CAN/ULC S102

Acoustical Value: NRC 0.20, SAA 0.21

Lightfastness: Class 5, 40 hours

Maintenance: Request detailed instructions

Bleach Cleanable: 9:1 solution

©2021

Visit memosamples.com to view full pattern repeat and complete specs

*NuFelt Bowtie

**NuFelt Pinwheel

REDUCED ENVIRONMENTAL IMPACT:

- PVC free
- Prop 65
- GREENGUARD certified
Low-VOC CA Section 01350
- HPD
- Recycled content



NuFelt Bowtie, PTBT-07 Wishful Thinking



NuFelt Pinwheel, PTPW-07 Wishful Thinking



memosamples.com | 800.366.6839

MOMENTUM
TEXTILES & WALLCOVERING

3.5

108

TOWER

52" / Type II / 20 oz. low voc recycled content



T2-SR-05 Atmospheric

Shades of Ombré

Physical Properties

WEIGHT: 20.0 oz. PLY/620 G/PLM 13.3 oz. PSY/451 G/PSM
BACKING: Non-woven WIDTH: 52"/132 cm
MATCH: Reverse Random

For pattern details and hanging instructions, contact distributor.
Custom colors, weights, and micro venting available

Meets or exceeds Federal Specification CCC-W-408D for Type II

Environmental

- Low VOC, California section 01350 IAQ
- 10% Recycled content
- Non-Phthalate
- EPD/HPD
- California Prop 65, no labeling required

Warranty

5 year warranty against manufacturing defects.
Additional information is available www.towerwallcovering.com



 Render Ready Tiles available

T2-SR-03 Mirage

Cleanability

Inherent anti-microbial protection
Withstands hospital-grade cleaners & disinfectants
Available as a custom with **INVISICAP** | complete chemical protection



MOMENTUM
TEXTILES & WALLCOVERING

memosamples.com | 800.366.6839

3.5

109

Wall Panel

Reed

Drown out distraction

Drown out distraction, enjoy the view. Reed's graceful panels create soft, undulating textures that break the acoustic mold. Create different panoramic effects based on pattern widths, or dynamically mix sizes (colors and textures too). This design speaks louder than words, with acoustic performance that makes any space sing.



Photograph by Kendall McCaugherty, Hall+Merrick+McCaugherty

TURF

110

3.5

How To Specify

Key Information

Reed can be a single pattern across a continuous span, or mix and match patterns, color, and texture. Consider those questions as you design your layout.

If shop drawings are required for your project, please follow steps 1 - 7.

Fast Track

If you're looking to expedite your project, this product is available as Turf Fast Track!

Using Fast Track, our standard lead time for shop drawings is eliminated allowing the project to move directly into production.


Please note, installation and seaming drawings are not included in this process.

Turf recommends an additional 10-15% additional panels to cover overage / allow stock.

Type & Color Mix

Type & Color mix panels are available upon request, and are not available as an option for Fast Track. See details on pages 5-6 for more information.

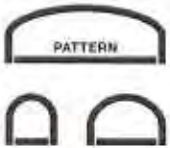
1



What are the dimensions of your space?

PAGE 3


2



What pattern fits your design?

PAGE 3


3



How will Reed mount to the wall, z-clip by Turf or construction adhesive by others?

PAGE 3


4



Does your layout change directions?

PAGE 4


5



Does your layout use a single pattern or mix multiple patterns?

PAGE 6


6



Does your layout use a single color or mix multiple colors?

PAGE 7


7



What is the color, grain or texture?

PAGE 10-13

8



1. Do you need the 2", 3" or 6" pattern?
 2. What panel sizes do you need?
 Standard panel width is 12" or 24"
 Panel length is between 10"-120"
 3. Z-clip connection by Turf, or construction adhesive by others?
 4. What color are the panels?

3.5

111

Dimensions

Standard Panel Widths	12"W, 24"W
Standard Patterns	2"W, 3"W, 6"W
	Reed can be specified with more than one profile type per panel. See our Type Mix page for more details.
2" Pattern Depth	2"D
3", 6" Pattern Depth	2.25"D
Variable Length	10"L Min - 120"L Max

Connection Options

Standard Connection	Z-Clip
Connection By Others	Construction adhesive

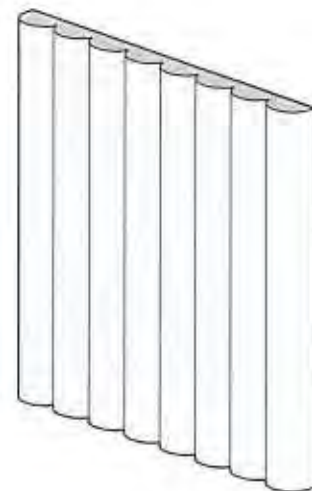
Color

9mm Palette	Reed can be specified in any of our 9mm felt colors, grains or textures.
Color Match	Have another color in mind? Our UV printing process can match almost any hue.
Multi-color Layout	Interested in a multi-color layout? Our Color Mix page can show you options and details.

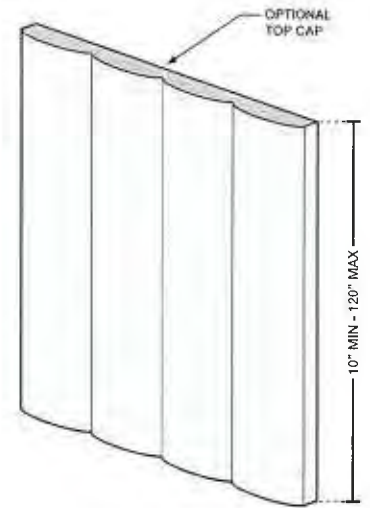
2" PATTERN



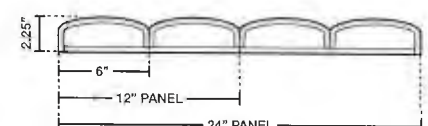
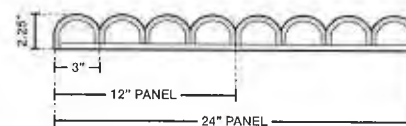
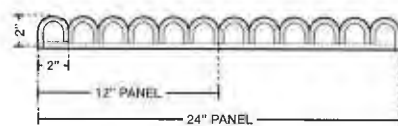
3" PATTERN



6" PATTERN



PANEL PLANS



ALL DIMENSIONS NOMINAL UNLESS NOTED OTHERWISE

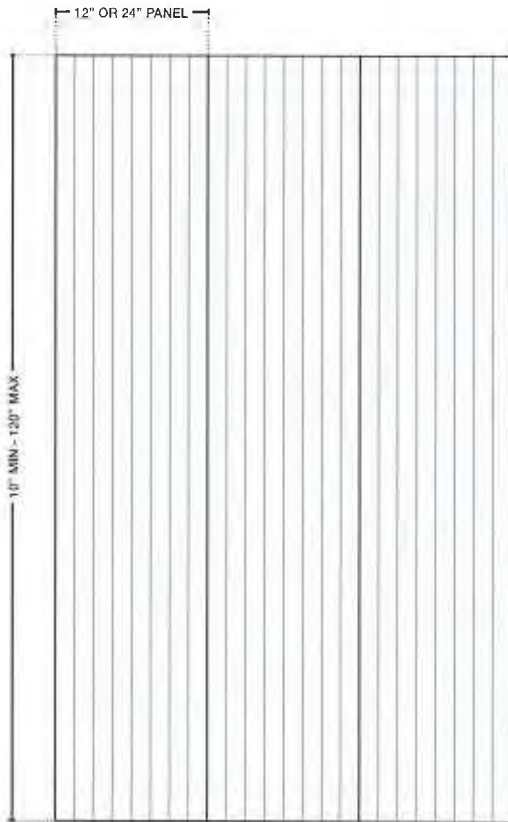
3.5

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Typical Layout Options

Vertical

A vertical layout—with panels running top to bottom—is classic and commonly used. This layout offers an elegant, understated look.



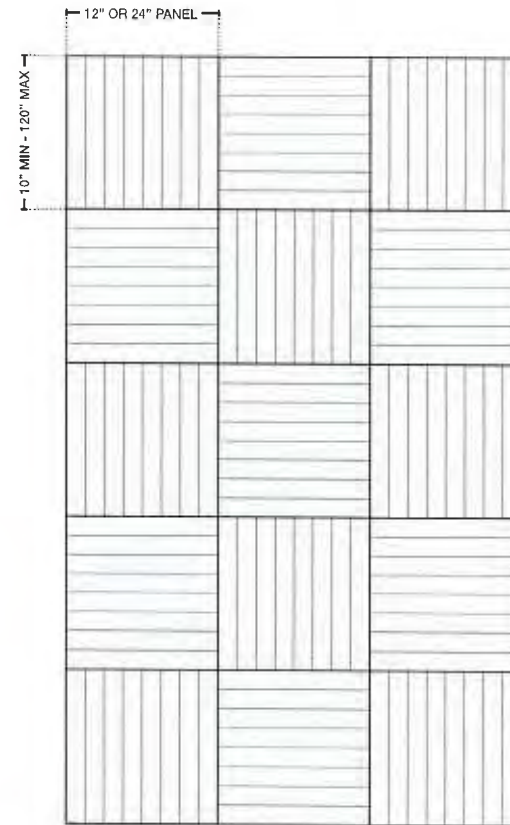
Horizontal

A horizontal layout—with panels running side to side—is simple twist. This layout also offers an elegant, understated look.



Crosshatch

A crosshatch layout—mixing the direction of panels—creates a dynamic textural effect. This layout offers additional visual interest.



ALL LAYOUT OPTIONS ARE COMPATIBLE WITH ANY REED PATTERN

Layout Considerations

Clearance

1" clearance at the top of panels is factored into all Reed layouts by our design team.

This clearance allows installers to lift z-clips up-and-over during the installation process.

Cutouts

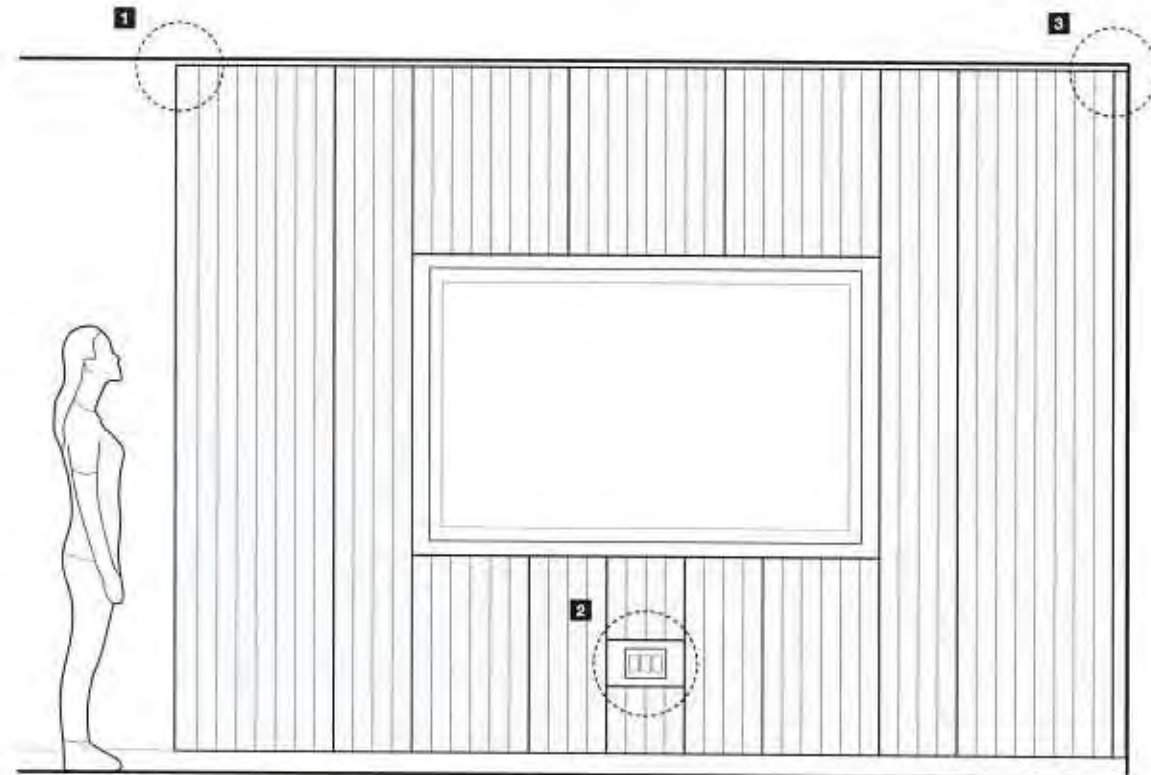
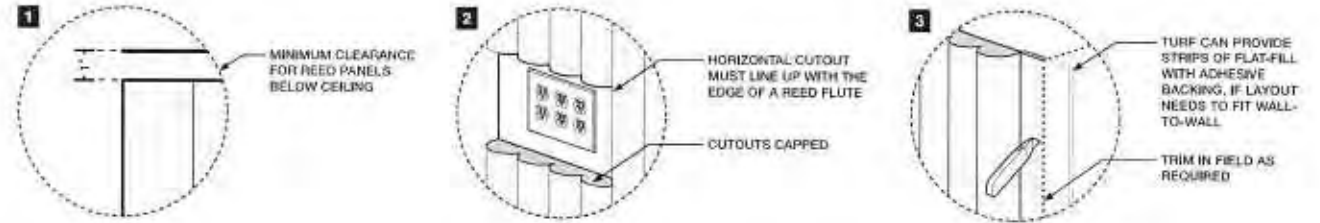
Using verified field dimensions, Turf's design team can provide custom cutouts for Reed panels.

Custom customization must happen ahead of the Record Set issuance process—panels cannot be trimmed on site.

Wall-To-Wall Layout

Turf can provide additional, trimmable flat-fill with adhesive backing to help fit panels for wall-to-wall layouts.

The 9mm felt backing will match the color of the Reed layout.



2" PATTERN - CUSTOM CUTOUT ELEVATION

Type Mix

Combine

See how different profiles can work together to create unique textures.

Patterns

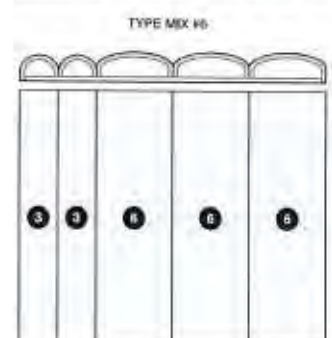
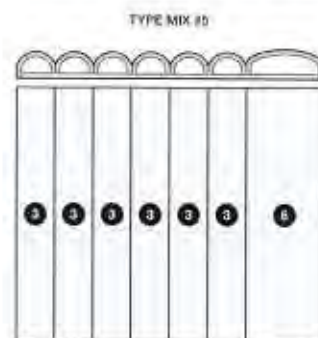
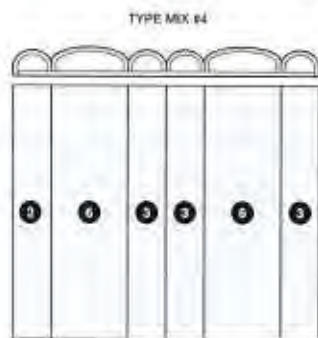
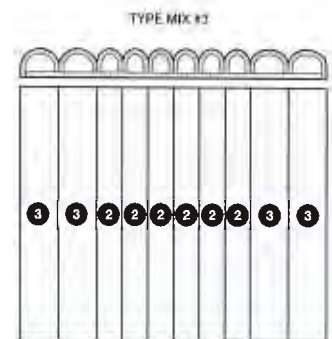
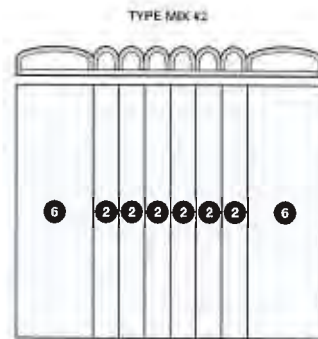
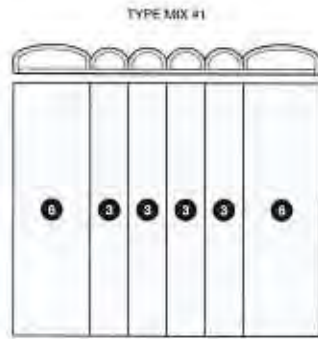
Mixed Patterns

Turf offers a variety of pre-configured patterns to choose from.

Custom Patterns

Interested in a custom pattern? Reach out to our design team with your idea.

Please note, Rood panels can only be specified at 12" or 24" widths. While specifying a custom type mix layout, be mindful of profile widths.



Color Mix

Combine

See how different colors can complement each other — explore Turf's full palette

The top cap color will mirror the color of each turf below.

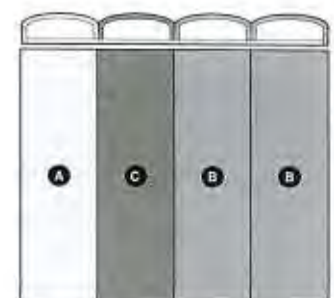
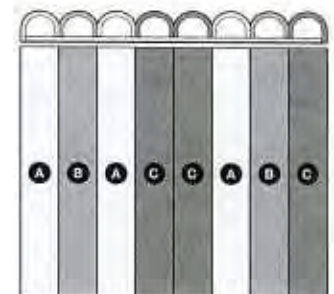
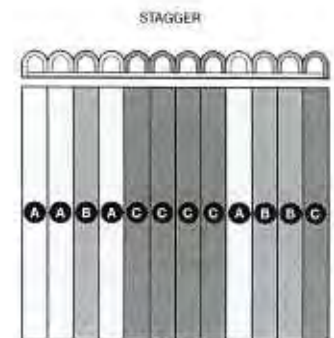
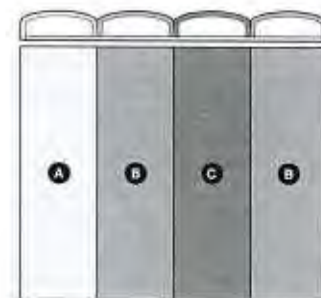
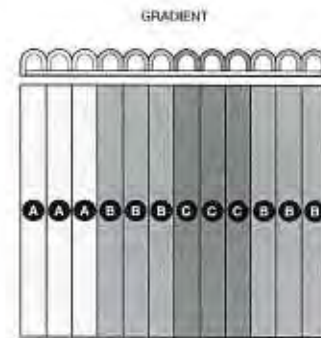
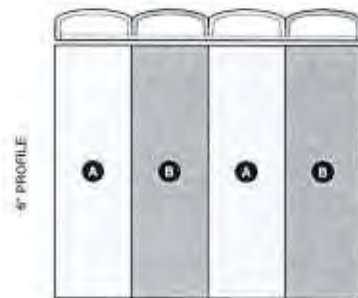
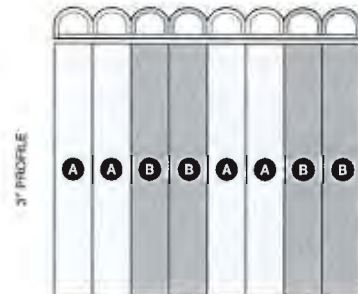
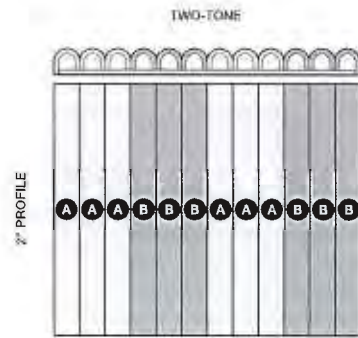
Patterns

Mixed Patterns

Turf offers a variety of pre-configured patterns to choose from.

Custom Patterns

Interested in a custom pattern? Reach out to our design team with your idea.



Installation

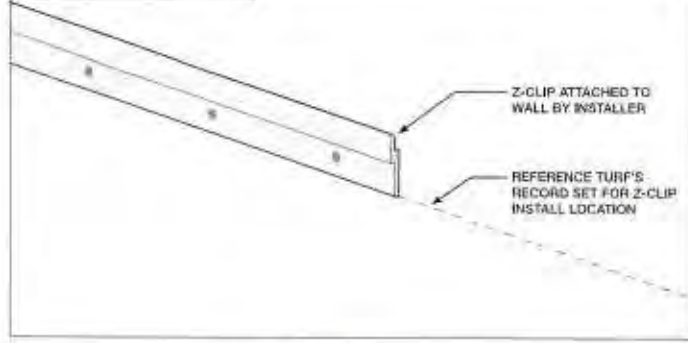
Reed is designed to be quick and easy to install

If you're using a standard z-clip connection, Turf installs 2" z-clips on the back of each Reed panel with additional runs of z-clips for mounting use by the installer.

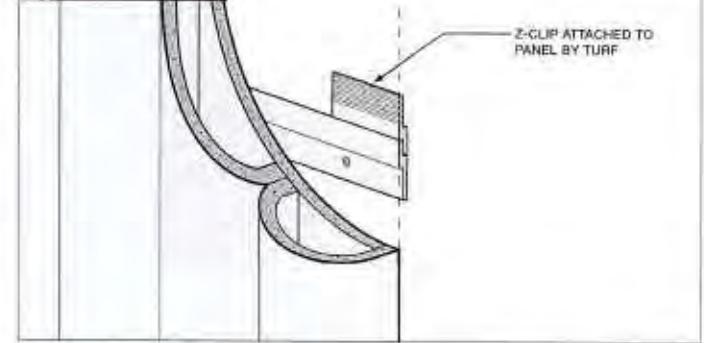
Reed can also be requested without any additional connection hardware. Turf recommends standard construction adhesive by others be used during installation.

The installation instructions included are written for a typical z-clip installation.

1 - ATTACH Z-CLIP TO WALL



2 - MOUNT REED PANEL



Connection Options

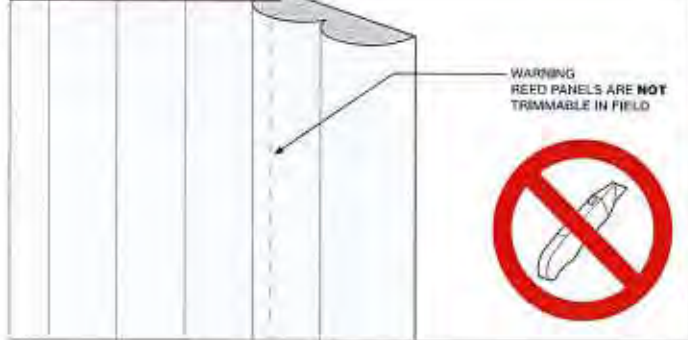


Z-CLIP

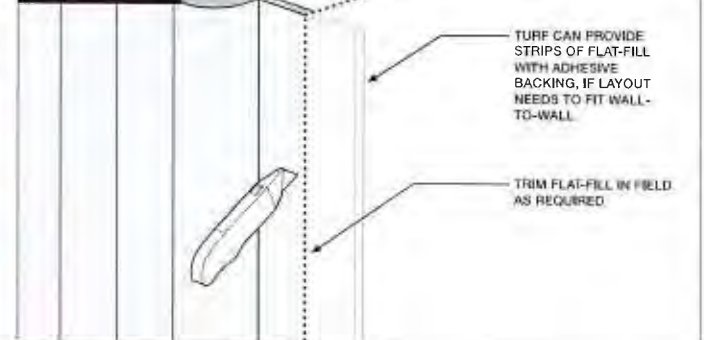


CONSTRUCTION ADHESIVE BY OTHERS

3 - DO NOT TRIM REED PANELS



4 - TRIM FLAT-FILL



Tech

Acoustics	ASTM C423-17: Type A Mounting
Fire Rating	ASTM E-84 - Class A
VOC	ASTM D5116 Compliant

Acoustic Rating

2" Profile	NRC = 0.9
3" Profile	NRC = 0.9
6" Profile	NRC = 0.8

The specimen mounting was laid directly against the test surface. Perimeter edges were sealed with metal framing.

Details

Lead Time	Check the Turf website for current lead times
Warranty	Five (5) years
Maintenance	Vacuum to remove any particulate matter and air-borne debris or dust. Compressed air can be used to dust the material in difficult to reach areas for large assemblies. Contact us for more information relative to spot cleaning.
Weight	Turf products cannot support the weight of any other items in field.
Trademarks	Turf®, FeltLock™, GridLock™, T™ are trademarks of Turf Design, Inc. and/or its affiliates. © 2025 Turf Design Inc. Printed in the United States of America

Certifications

Declare.



Image by Imperfect*



9mm Colors

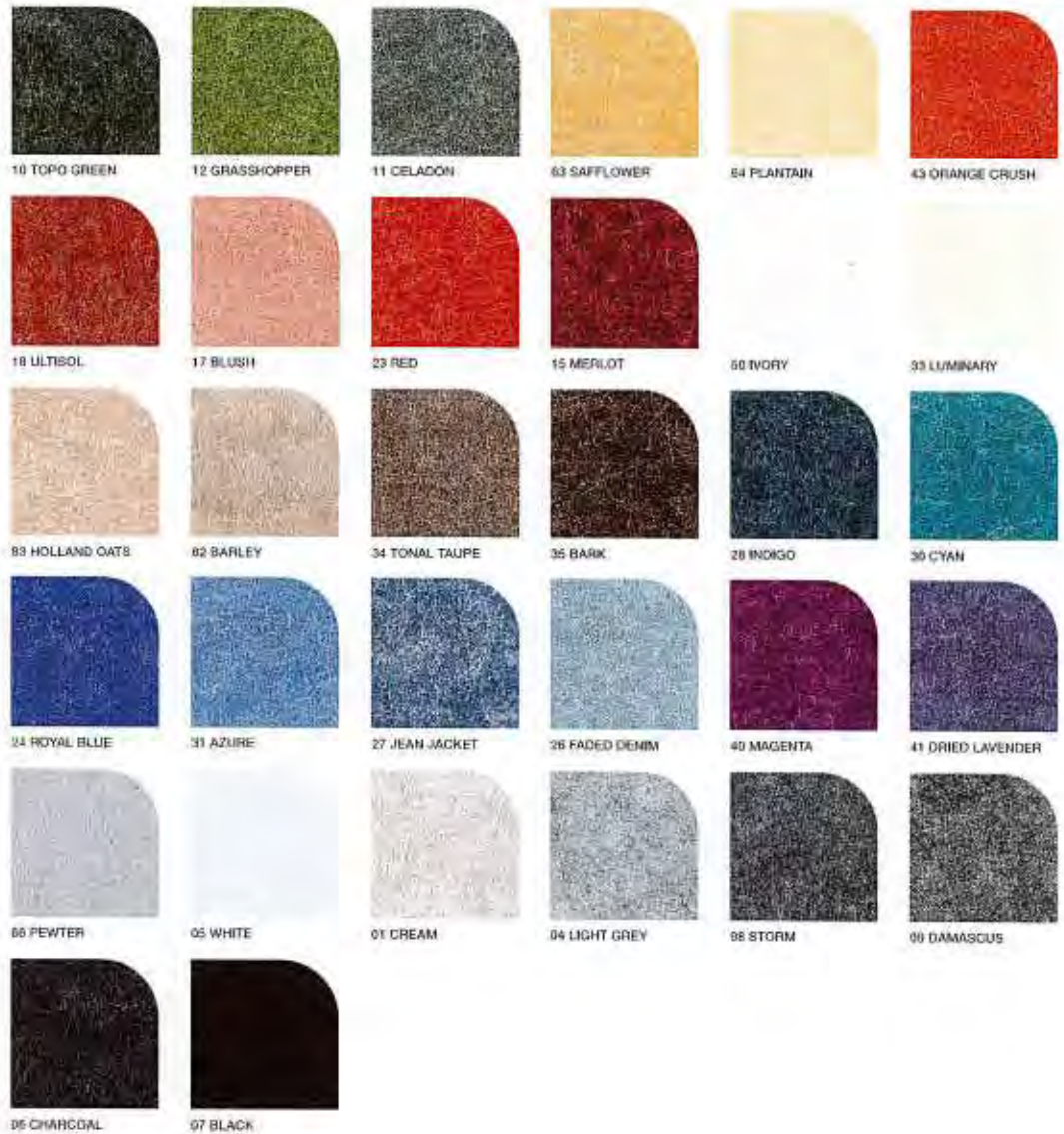
Introducing Hues, our new 9mm color palette designed for the senses.

The 9mm PET felt board is used as our primary construction material. Select one of our coordinating neutrals to blend in, or go for a contrasting element with one of our hues.

The process used to create PET felt often results in a heathered effect where multiple tones are present. Slight variations in color should be expected when using this sustainable material.

Felt Thickness
9mm +/-0.5mm

Monitors and printers vary. Please request a material sample to verify felt colors.



Carved Wall Tile

Fracture

Break up sound

Geometric branches break up sound waves. A carved wall tile available in single-color or two-tone styles, bisecting lines form lush patterns. This is a design people can't help but make noise about, but don't worry: Fracture will disperse any racket it inspires.



Image by Blaque

TURF

turf.design

Fracture | 08.05.2025

3.5

120

How To Specify

Key Information

Fracture can carve its way through your space in a variety of ways. Consider these questions as you design your layout.

If shop drawings are required for your project, please follow steps 1 - 5.

Fast Track

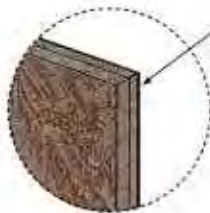
If you're looking to expedite your project, this product is available as Turf Fast Track!

Using Fast Track, our standard lead time for shop drawings is eliminated allowing the project to move directly into production.

Please note, installation and seaming drawings are not included in this process.

Turf recommends 10-15% additional tiles to cover overage / attic stock.

Texture Edge Detail



Please note, all cut edges will reveal the base color of the felt if using a 9mm Wood or Stone Texture.

ST34 Granite used as an example above.

1

SPACE SIZE

What are the dimensions of the space?

PAGE 3

2

DEPTH

9mm or 18mm depth?

PAGE 3

3

Will Fracture need adhesive backing or non-adhesive?

PAGE 3

4

LAYOUT

What is the proposed layout?

PAGE 4

5

COLOR

What is the color or texture?

PAGE 7-9

FAST TRACK

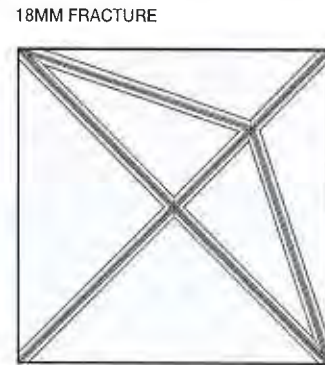
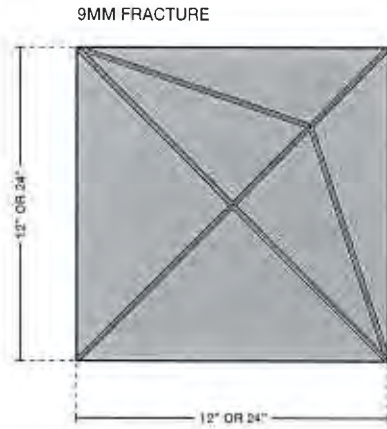
1. 9mm or 18mm depth?
2. 12" x 12" or 24" x 24" tiles
3. Do you want adhesive backing by Turf, or construction adhesive by others?
4. What is the color of the tiles?
5. How many tiles do you need?
6. Do you want to include any additional product for overage or attic stock?

Dimensions

Standard Tiles	12"W x 12"L, 24"W x 24"L
	See our Typical Layouts pages for more information on tiles.
Standard Depths	9mm, 18mm

Connection Options

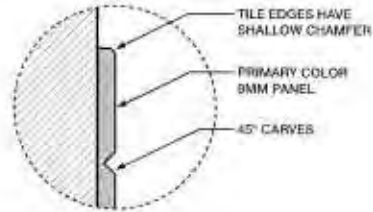
Standard Connection	Adhesive backing by Turf
Connection By Others	Construction adhesive
	Tiles can be installed with construction grade adhesive specified by the contractor



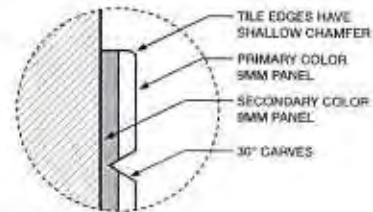
Color

9mm Palette	Fracture can be specified in any of our 9mm fell colors or textures.
	See Section Details on this page for more information.

9MM SECTION DETAIL



18MM SECTION DETAIL



ALL DIMENSIONS NOMINAL UNLESS NOTED OTHERWISE

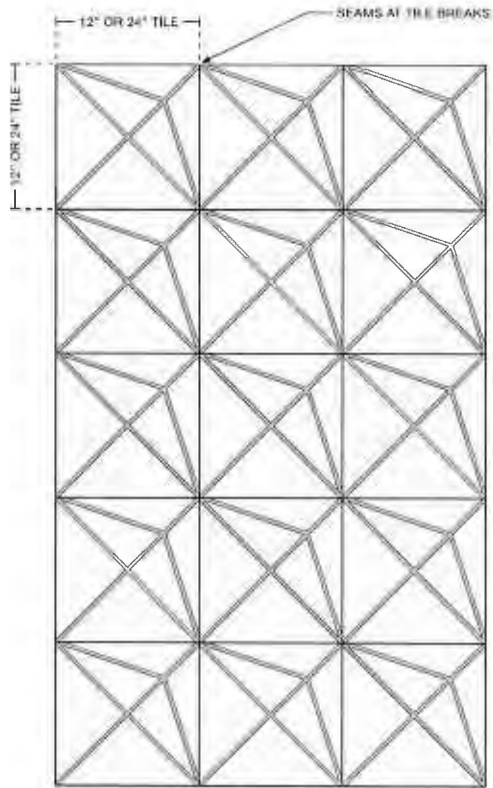
3.5

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Typical Layouts

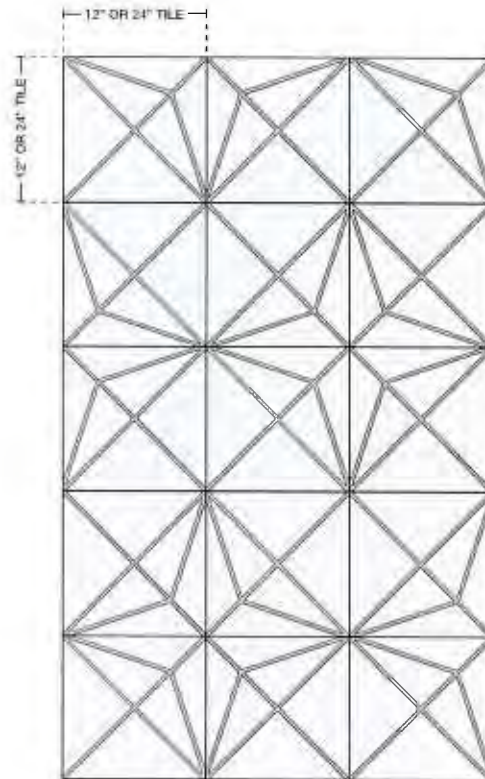
Uniform

Geometric branches form a simple yet rich pattern in Fracture's Uniform layout. Choose from two tile sizes, then create a sound-splitting scene.



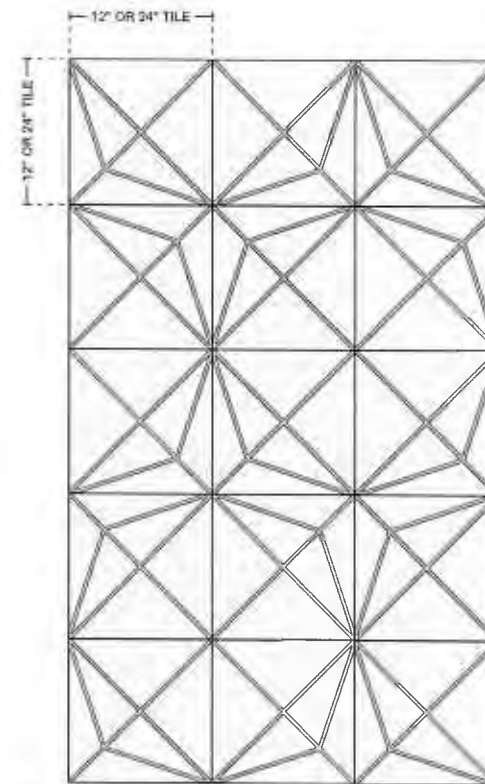
Star

Bisecting lines take celestial shape in Fracture's Star layout. Choose from two tile sizes, create a pattern where the sky's the limit.



Octagon

Polygons perform in Fracture's Octagon layout. Choose from two tile sizes and carve out a shape known for stopping sound.



ALL DIMENSIONS NOMINAL, UNLESS NOTED OTHERWISE

Installation & Field Trim Guide

Fracture is designed for a quick and easily install, and can accommodate trimming in field — just follow this simple guide.

This guide shows Fracture with Turf applied adhesive backing. Alternatively tiles can be installed with construction grade adhesive specified by the contractor.

Please note, prep the wall surface before application. Clean the surface of any dust or loose debris, making sure the surface is dry before application.

Follow the link below for more detailed information on adhering Turf products to walls.

[Turf Adhesives Guide](#)

Tools Required



SHARP BLADE



STRAIGHT EDGE

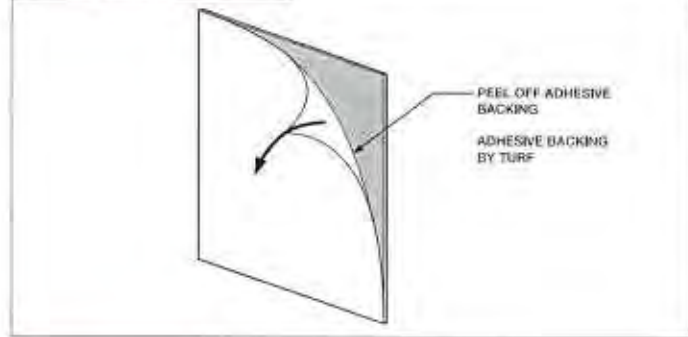


DRILL

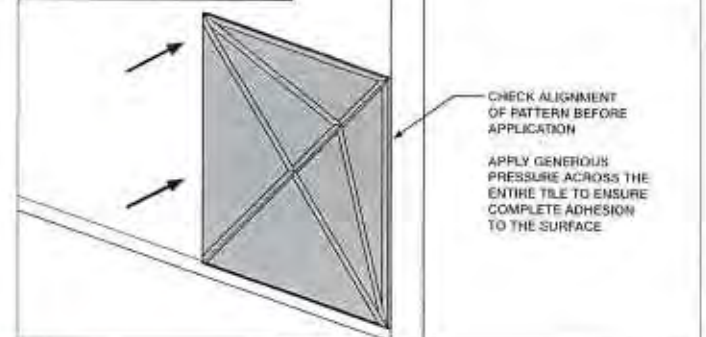


HOLE SAW

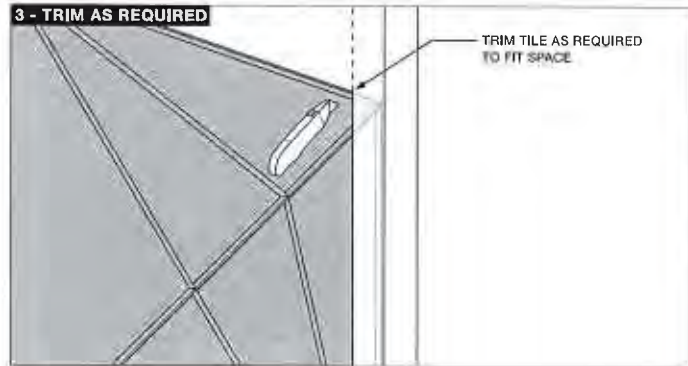
1 - ADHESIVE BACKING BY TURF



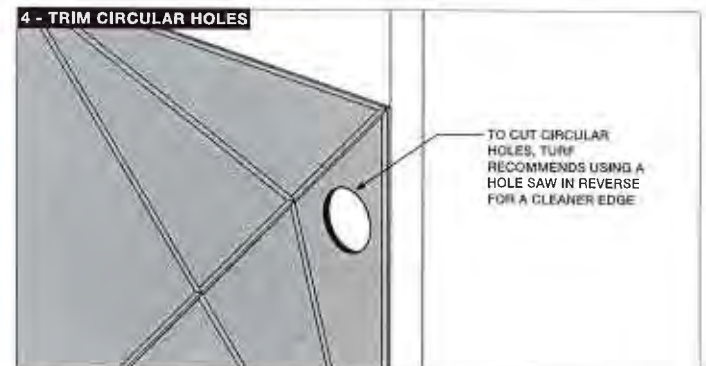
2 - MOUNT FRACTURE TO WALL



3 - TRIM AS REQUIRED



4 - TRIM CIRCULAR HOLES



3.5

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Tech

Acoustics	ASTM C 423-17: Type A
Fire Rating	ASTM E-84 - Class A
VOC	ASTM D5116 Compliant

Acoustic Rating

9mm Tile	NRC = 0.25
18mm Tile	NRC = 0.40

Carved wall tile NRC varies depending on field conditions and arrangement. Contact Turf for testing details.

Details

Lead Time	Check the turf website for current lead times.
Warranty	Five (5) years
Maintenance	Vacuum to remove any particulate matter and air-borne debris or dust. Compressed air can be used to dust the material in difficult to reach areas for large assemblies. Contact us for more information relative to spot cleaning.
Weight	Turf products cannot support the weight of any other items in field.
Trademarks	Turf®, FellLock™, GridLock™, T™ are trademarks of Turf Design, Inc. and/or its affiliates © 2025 Turf Design Inc. Printed in the United States of America

Certifications

Declare.

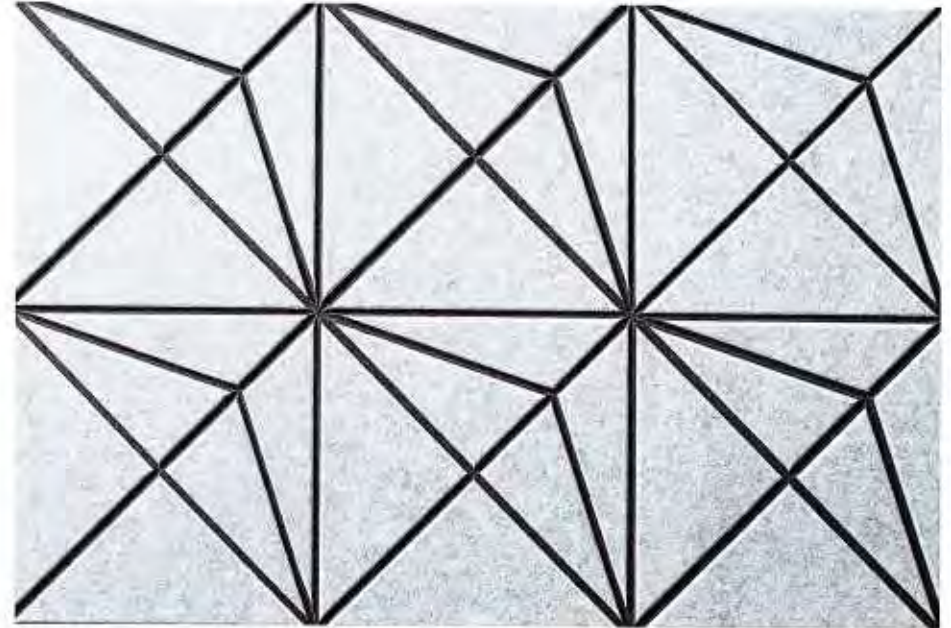


Photo by Tyllie Barbosa

9mm Colors

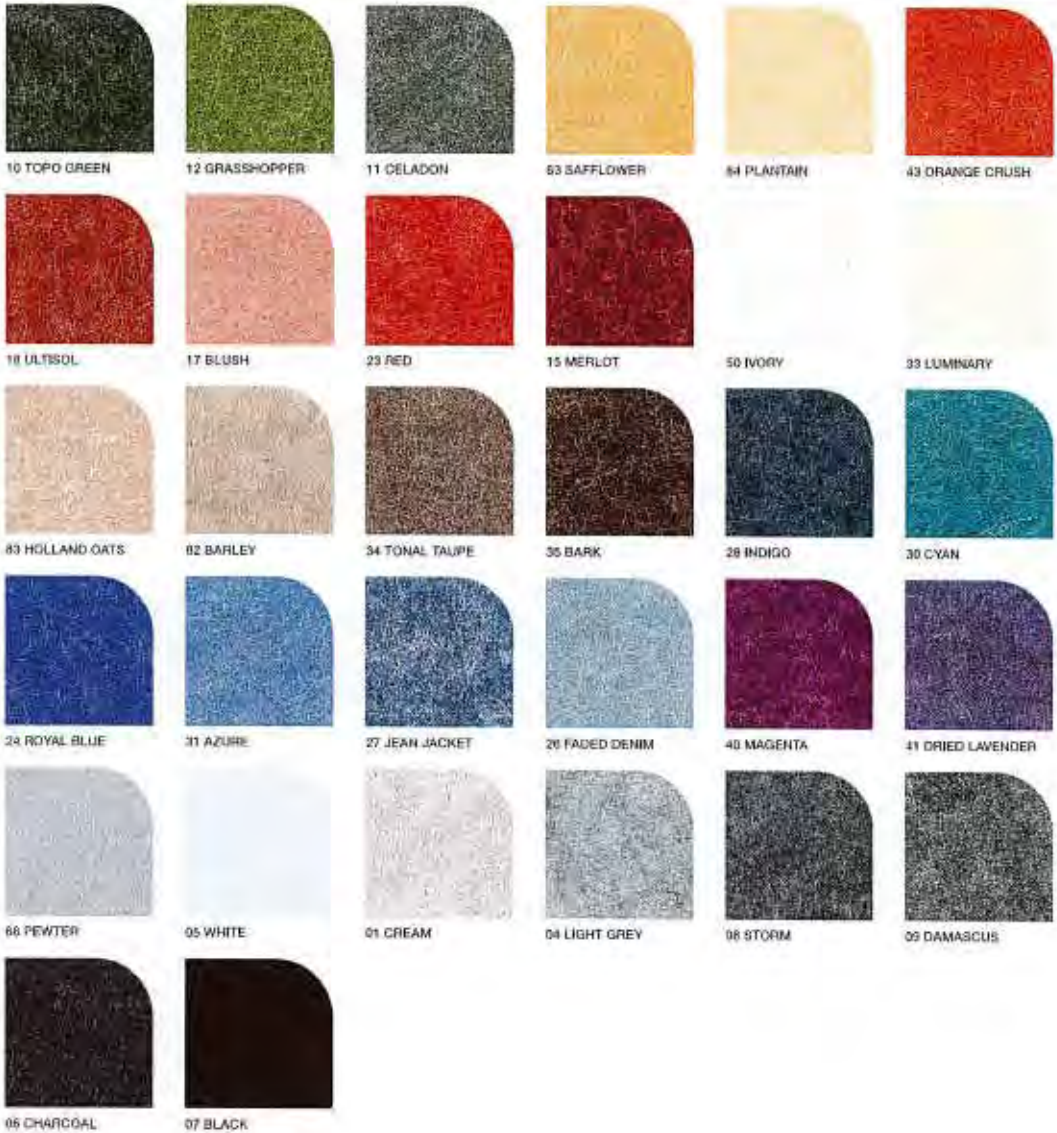
Introducing Hues, our new 9mm color palette designed for the senses.

The 9mm PET felt board is used as our primary construction material. Select one of our coordinating neutrals to blend in, or go for a contrasting element with one of our hues.

The process used to create PET felt often results in a heathered effect where multiple tones are present. Slight variations in color should be expected when using this sustainable material.

Felt Thickness
9mm +/-0.5 mm

Monitors and printers vary. Please request a material sample to verify felt colors.



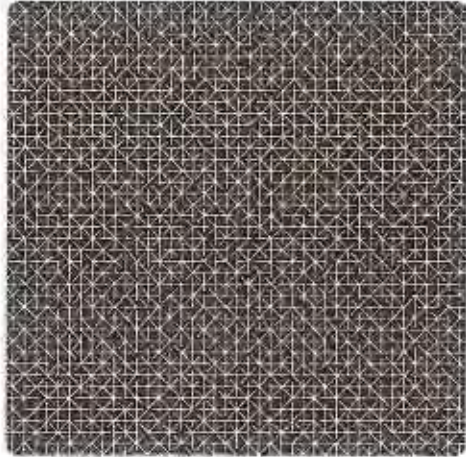
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Toggle

TFC1228 – Crow



Full Repeat:



Other Available Colors:



“Playfully Graphic Yet Subtly Sophisticated”

Toggle's out-of-the-box pattern offers a geometric feel without any restrictions. This uninhibited pattern offers a pop of red, neutrals and soft metallics.

Specifications

Width 54"

Weight 20oz Type II

Backing Non-Woven

Repeat 12.625"

Pattern Match Non-Reversible Hang / Straight Match

Fire Rating ASTM E84 Class A Fire Rated

Environmental Attributes

LEED Compliant

CA 01350

Features

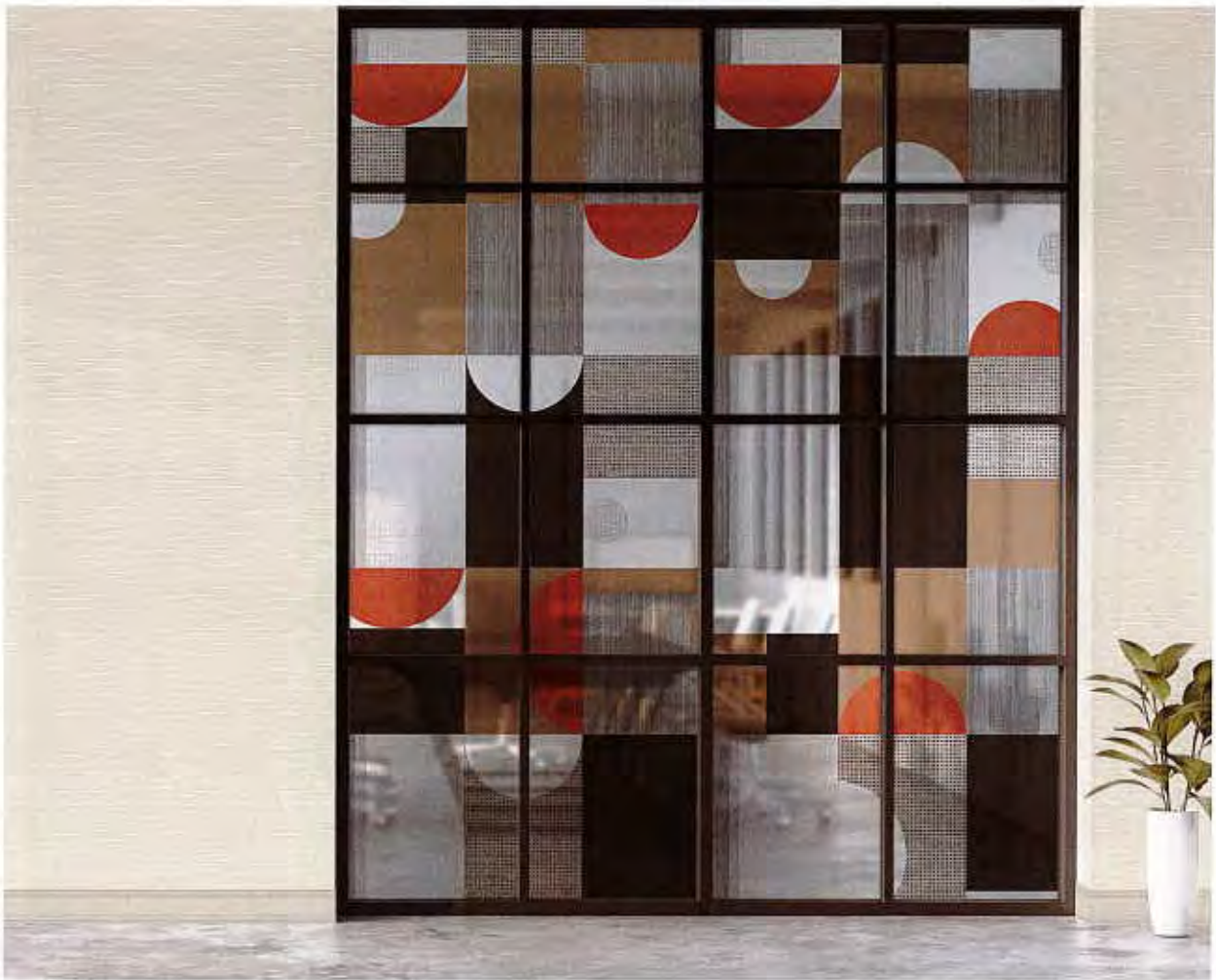
Printed with Water-Based inks

<https://www.mdcwall.com/go/sku/TFC1228>

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PLEASE READ THE ATTACHED FILM GUIDE AND
PROVIDE THE INFORMATION REQUESTED.

WINDOW FILM



INK COMBINATIONS

- There are various ways that White and Color inks can be combined and each combination will yield a different effect. These combinations are:
 - **Color Ink Only** - Color inks are inherently frosted in appearance, allowing diffused light to pass through.
 - **White Ink Only** - White inks are more opaque than color inks and also appear frosted in nature.
 - **Color and White Inks** - White inks can be used in combination with color inks for both aesthetics and to add opacity to the colors. This can be a single layer of color backed by a single layer of white (in which case the color is only viewable on one side of the glass), or a layer of white sandwiched between two layers of color (in which case the colors are viewable on both sides of the glass).

OPACITY

- The Opacity of a print on window film is the degree to which the ink completely blocks out light. A high opacity print allows very little light to pass through, while a low opacity one is very transparent, and allows considerable light to pass through.
- White ink is inherently very opaque. Printing heavy coverage of White ink yields a high opacity print, while printing a very light screen of white yields a low opacity print. White ink is ideal for controlling opacity. Since White ink prints more opaque than expected, for best results when customizing we recommend erring on the lighter side.
- Color inks are inherently translucent (though darker colors are by nature slightly more opaque and lighter colors are slightly less so). This translucency cannot be controlled. For example, a true, bright red has a bit of opacity to it (because it requires a fair amount of ink to print). By printing less ink, the result is not a lower opacity bright red, but rather a pink color that is the same opacity as the red. The only way to control the opacity of this red is to first print a base of White ink at your desired opacity.
- Keep this in mind when requesting colors on window film at certain opacities. We can only control opacities of color on window film by adding White ink.
- Even at 100% opacity, White ink will not completely block out all light. This is especially important when printing text on film where the image is viewable from both sides. It is not recommended to try to print text that is readable from both sides, as the "backwards" text from the other side of the film will be visible.
- We are able to achieve the privacy or frosted effect utilizing the opacities of color ink to obscure vision.

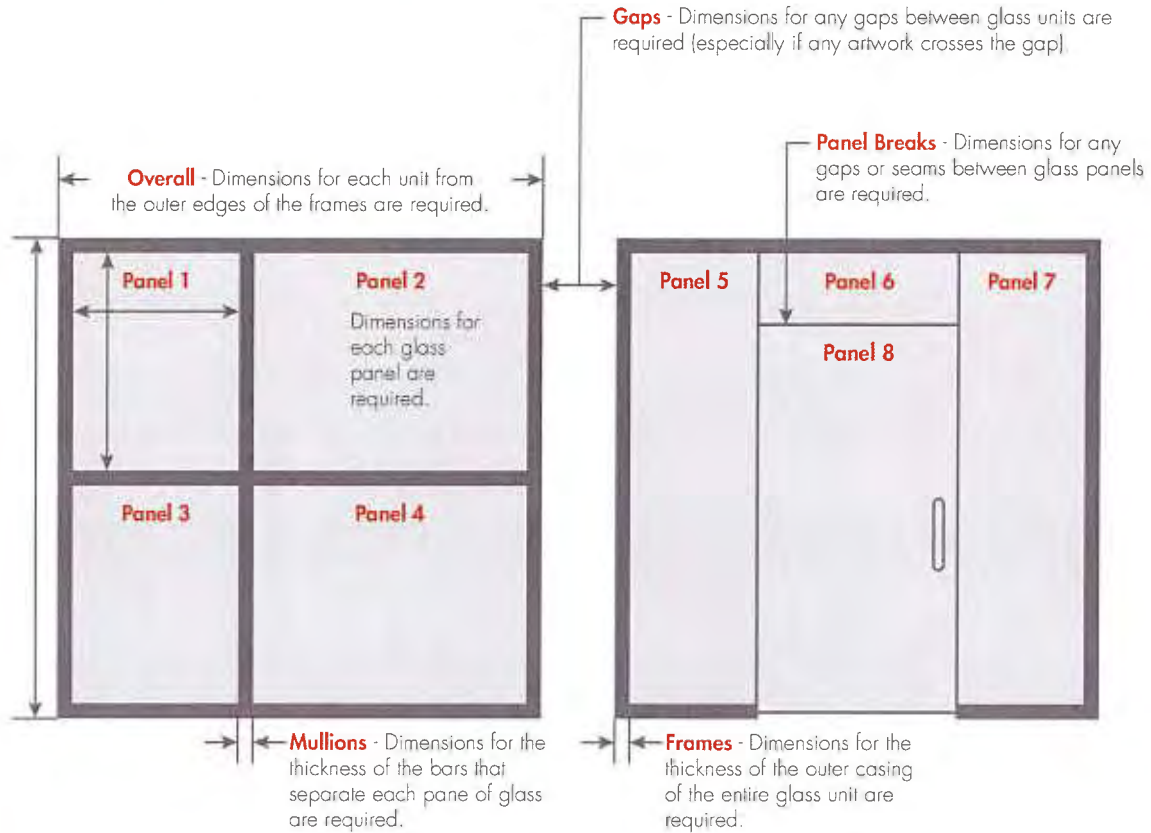
GRADIENTS

- A Gradient is a print that starts as one color or opacity and fades to a different color or opacity.
- Gradients of White ink will always fade from one opacity to another opacity (as White ink is only one color).
- Gradients of Color inks will always allow light to pass through, unless backed by White ink (as the opacity of Color inks cannot be controlled).
- We do not recommend gradients utilizing both White and Color inks in unison. White & Color inks graduate at different rates and it is nearly impossible to align them in perfect registration.
- In a gradient, the transition from White ink to unprinted clear film can be noticeable, though subtle. Unless necessary, we recommend a gradient that starts at no heavier than about 75% White, and transitions to no less than 5% White.

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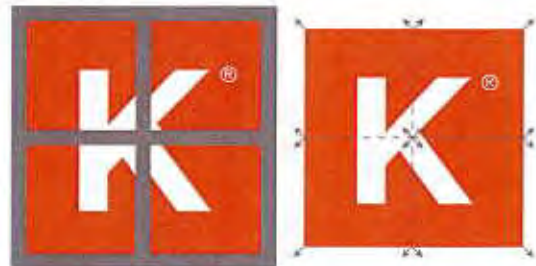
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Although each installation is unique, there are some basic measurements that are almost always required for successful window film applications. Providing accurate dimensions for these will facilitate the ordering process and greatly improve the end result.



CORRECT:

When all the required dimensions are provided, the artwork can be fitted during production so that once installed, the image aligns properly across the various panels of glass.



INCORRECT:

When required dimensions are incorrect or missing, the artwork may not be properly sized and paneled during production, resulting in an installation that is out of alignment.

FIRST SURFACE VS. SECOND SURFACE

Window film may be applied to either side of a pane of glass, and this is typically determined by which side will receive less exposure to physical contact (for longevity of the product).

Depending on which side, or surface, of the glass is chosen, the artwork may need to be printed as a mirror-image so that the image will "read" as intended once installed. It is necessary to determine this surface prior to the production of a strike-off, to ensure a proper installation.

There are 2 things we need to know in order to establish the correct surface:

1. Where is the viewer in relation to the glass?

It's critical to establish the location from which you're viewing the finished design in its normal left-to-right orientation. Since First Surface is always on the same side of the glass as the viewer, we need to know the name of that location. For example, if the glass separates a Corridor and a Conference Room, and the viewer is in the Corridor, you would indicate "First Surface from Corridor Side".

2. When viewing the glass is the film to be on the same side as you or on the opposite?

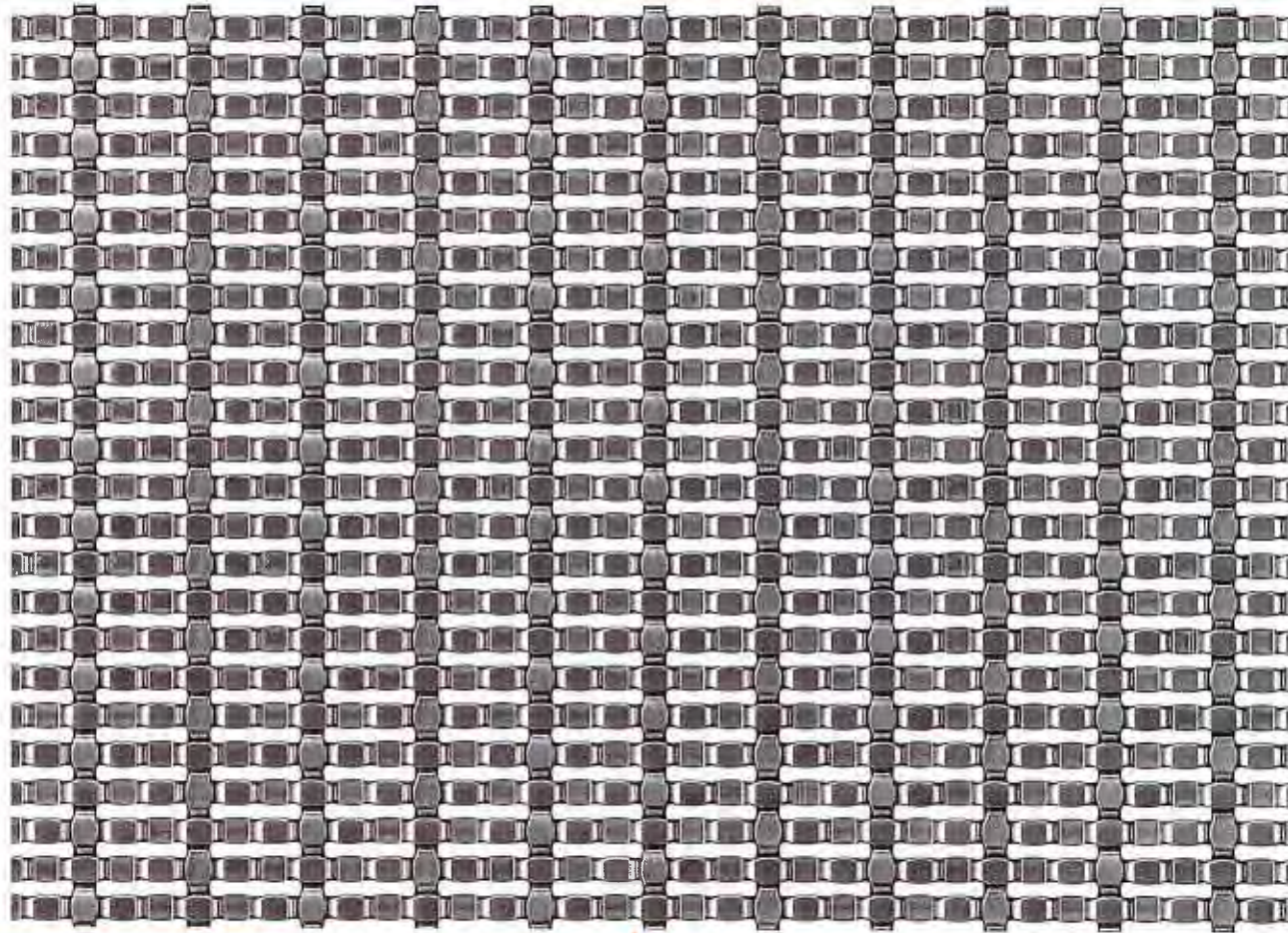
Same Side = First Surface

Other Side = Second Surface



SZ-3

BANKER



PATTERN DETAILS

Percent Open:
27.3%

Aspect Ratio:
3.00:1

Weight:
2.48 lbs./sq. ft.

Overall Thickness:

WHAT ARE YOUR DIMENSIONS?

We manufacture every job to size. List the dimensions and any addition details of your job.

QTY	DIM. A	DIM. B	NOTES

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0.130

Crimp Style:
E3E1Z

Opening Limitation:
0.100 in.

Please double check that your sizes and materials are within our Maximum Dimensions below.

"MAXIMUM" DIMENSIONS OF AVAILABLE RAW MATERIAL CONFIGURATIONS

<u>Max. A</u>	<u>Max. B</u>	<u>Raw Material Configuration</u>
168	60	SS PL WS
120	60	BR BZ AL SS _{BR} SS _{BZ} SS _{CU}

*Maximum Dimension May Need To Be Reduced Pending A Secondary Finish Limitation

Notes

*Weight based on the specific density of mild (plain) steel **Maximum sphere diameter which will pass through opening Product specifications are subject to change. Product image is shown at 100% unless stated otherwise. For accuracy, specification sheet must be printed with no scaling. Measurements and data are approximate and should be confirmed with a physical sample.

Banker Wire | 123 W Boxhorn Drive | Mukwonago, WI 53149 | Toll Free 800-523-6772 | Phone +1 262-363-6120 | Email Sales@bankerwire.com

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August 27th, 2025

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

**Project: Countryside Apartments, LLC– Requests for Verified Exemptions
No Local Labor Available: Floor underlayment**

Henderson Johnson Co., based out of Syracuse (Onondaga County), performed the floor leveling services at the Countryside Apartments LLC project located at 8900 Allegany Road in the town of Corfu. Gyp-Crete, the material being used on the project, is a floor underlayment material commonly used in multi family housing, hotels, and other mixed-use projects. The material is fire resistant and reduces sound transmission between floors. It also dries at a quicker rate than concrete, making it easier to install. There are no local contractors that perform this work in the GCEDC designated local area, and this has been a common waiver submitted to IDAs in Western NY. It should be noted that while there are a few local companies that perform gyp-crete installation, however, they only do it as part of larger packages and never as a sole scope of work.

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

Sincerely,

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

Jim Loewke
CEO
(585) 370-5130
jim@loewkebrill.com



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

August 20, 2025

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

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

Dear Mr. Suozzi,

Please find attached for your consideration Local Labor Verified Exemption request regarding the selection of a contractor for the gypcrete scope of work on the **Countryside Apartments** Project.

The gypcrete scope of work is highly specialized, and there are only two contractors in the region qualified to perform this work. Both of these firms are located in Onondaga County. After careful review, the gypcrete contract was awarded to **Henderson-Johnson**, who provided a complete and qualified proposal.

As there were no qualified gypcrete contractors located within Genesee County, or the surrounding area, it was necessary to source this work from outside the required areas under the GCIDA.

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

Sincerely,



Michael P. Schmidt, Member
Countryside Apartments, LLC

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Genesee County Industrial Development Agency

Local Labor

Verified Exemption Request

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

APPLICANT NAME: Michael P. Schmidt

CONTACT: Michael P. Schmidt

PHONE (CELL): 716-807-2300 EMAIL: MPschmidt1234@gmail.com

NAME OF CONTRACTOR SEEKING EXEMPTION: Henderson Johnson Co, Inc.

REASON FOR REQUEST

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

Applicant Signature: 

Date: 8/20/2025

Amount of Contract Needing Verified Exemption: \$16,800.00

Number of Workers Needing Verified Exemption(s): _____

Send Completed Form and Attachments to our auditors:

Kevin Loewke – Kevin@LoewkeBrill.com – Jim Loewke – Jim@LoewkeBrill.com

Joe Spinelli – Joe@LoewkeBrill.com

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Genesee County Economic Development Center
Dashboard 5/31/25
Balance Sheet - Accrual Basis

DRAFT

	<u>5/31/25</u>	<u>4/30/25</u>	<u>[Per Audit]</u> <u>12/31/24</u>
ASSETS:			
Cash - Unrestricted (1)	\$ 15,707,748	\$ 15,739,965	\$ 11,476,689
Cash - Restricted (A) (2)	35,930,507	35,923,023	44,694,211
Cash - Reserved (B) (3)	4,613,834	4,580,022	5,317,168
Cash - Subtotal	<u>56,252,089</u>	<u>56,243,010</u>	<u>61,488,068</u>
Grants Receivable (4)	555,881	553,676	169,266
Accounts Receivable - Current (5)	439,873	407,702	387,753
Interest Receivable	38,455	101,490	70,521
Deposits (6)	555,298	555,298	218,152
Prepaid Expense(s) (7)	57,294	64,272	38,286
Loans Receivable - Current	63,561	62,510	62,739
Total Current Assets	<u>57,962,451</u>	<u>57,987,958</u>	<u>62,434,785</u>
Land Held for Dev. & Resale (8)	34,835,758	34,824,840	28,685,435
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	<u>34,907,015</u>	<u>34,896,097</u>	<u>28,756,692</u>
Less Accumulated Depreciation	<u>(70,766)</u>	<u>(70,712)</u>	<u>(70,493)</u>
Net Property, Plant & Equip.	<u>34,836,249</u>	<u>34,825,385</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)	87,001	92,389	113,896
Right to Use Assets, Net of Accumulated Amortization	5,605	5,605	5,605
Other Assets	<u>4,242,606</u>	<u>4,247,994</u>	<u>4,269,501</u>
TOTAL ASSETS	<u>97,041,306</u>	<u>97,061,337</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)	356,067	294,124	3,710,216
Loan Payable - Genesee County - Current (11)	335,000	335,000	325,000
Accrued Expenses	21,090	10,725	32,116
Lease Payable	5,604	5,604	5,604
Customer Deposits (12)	65,465	117,191	68,387
Unearned Revenue (13)	34,464,161	34,464,175	40,179,526
Total Current Liabilities	<u>35,247,387</u>	<u>35,226,819</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>42,649,955</u>	<u>42,629,387</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><u>\$ 54,571,251</u></u>	<u><u>\$ 54,611,850</u></u>	<u><u>\$ 43,511,968</u></u>

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DRAFT

Significant Events:

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

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**Genesee County Economic Development Center
Dashboard - 5/31/25
Profit & Loss - Accrual Basis**

DRAFT

	YTD				2025	2025
	5/31/25	5/31/24	2025	2024	Board Appr. Budget	YTD % of Budget
Operating Revenues:						
Genesee County	\$ 19,459	\$ 19,459	\$ 97,296	\$ 97,296	\$ 233,513	42%
Genesee County - WFD	2,083	2,083	10,416	10,416	25,000	42%
Fees - Projects (1)	750	-	4,794,972	336,477	493,000	973%
Fees - Services	7,309	7,688	36,546	36,736	87,713	42%
Interest Income on Loans	170	138	895	732	1,036	86%
Rent	1,500	-	10,055	500	22,123	45%
Common Area Fees - Parks	-	400	2,814	803	824	342%
Grants (2)	2,205	6,498	6,745,760	591,433	51,578,018	13%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	125,000	125,000	300,000	42%
BP ² Revenue	-	-	7,374	5,632	31,177	24%
Other Revenue (3)	51,756	240	179,675	5,712	62,662	287%
Total Operating Revenues	110,232	61,506	12,010,803	1,210,737	52,835,066	23%
Operating Expenses						
General & Admin	127,394	146,184	619,519	670,850	1,681,035	37%
Professional Services (4)	76,824	22,725	140,746	48,975	219,362	64%
Site Maintenance/Repairs	1,233	2,879	4,350	11,985	45,500	10%
Property Taxes/Special District Fees	-	-	3,873	4,186	4,470	87%
BP ² Expense	-	-	-	-	-	N/A
PIF Expense	-	2,440	71,284	63,017	199,465	36%
Grant Expense - Batavia Home Fund	10,000	2,750	10,000	2,750	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense (5)	100	-	397,599	134,830	45,585,609	0.9%
Cost of Land Sales	-	-	-	-	-	N/A
Lease Expense	-	-	-	-	-	N/A
Real Estate Development (6)	10,918	-	6,150,321	75,517	10,314,891	60%
Balance Sheet Absorption	(10,918)	-	(6,150,321)	(75,517)	-	N/A
Total Operating Expenses	215,551	176,978	1,247,371	936,593	58,050,332	2%
Operating Revenue (Expense)	(105,319)	(115,472)	10,763,432	274,144	(5,215,266)	
Non-Operating Revenue						
Other Interest Income	64,720	48,142	295,851	224,138	173,000	171%
Total Non-Operating Revenue	64,720	48,142	295,851	224,138	173,000	171%
Change in Net Assets	(40,599)	(67,330)	11,059,283	498,282	\$ (5,042,266)	
Net Assets - Beginning	54,611,850	28,673,049	43,511,968	28,107,437		
Net Assets - Ending	\$ 54,571,251	\$ 28,605,719	\$ 54,571,251	\$ 28,605,719		

Significant Events:

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

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**Genesee County Economic Development Center
Dashboard - For the Three Month Period Ended 5/31/25
Statement of Cash Flows**

DRAFT

	5/31/25	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 129,254
Fees - Projects	750	4,778,972
Fees - Services	-	21,928
Interest Income on Loans	156	880
Rent	1,500	21,989
Common Area Fees - Parks	-	2,814
Grants	-	544,240
BP ² Revenue	-	7,374
GGLDC Grant - Economic Development Program Support	-	75,000
Other Revenue	51,756	179,675
Repayment of Loans	4,337	26,073
Customer Deposit	-	48,804
General & Admin Expense	(109,595)	(647,815)
Professional Services	(128,550)	(269,170)
Site Maintenance/Repairs	(1,233)	(14,771)
Site Development	(100)	(565,942)
Property Taxes/Special District Fees	-	(3,873)
Grant Expense	(10,000)	(10,000)
PIF Expense	-	(71,284)
Deposit Paid	-	(500,000)
Improv/Additions/Adj to Land Held for Development & Resale	(10,918)	(9,180,430)
Net Cash Used By Operating Activities	(180,355)	(5,426,282)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(325,000)
Net Cash Used By Noncapital Financing Activities	-	(325,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	189,434	515,303
Net Change in Cash	9,079	(5,235,979)
Cash - Beginning of Period	56,243,010	61,488,068
Cash - End of Period	\$ 56,252,089	\$ 56,252,089
RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue (Expense)	\$ (105,319)	\$ 10,763,432
Depreciation Expense	54	273
Increase in Operating Accounts/Grants Receivable	(34,376)	(438,735)
Increase in Deposits	-	(337,146)
(Increase) Decrease in Prepaid Expenses	6,978	(19,008)
Decrease in Loans Receivable	4,337	26,073
Increase in Land Held for Development & Resale	(10,918)	(6,150,323)
Increase (Decrease) in Operating Accounts Payable	264	(3,541,535)
Increase (Decrease) in Accrued Expenses	10,365	(11,026)
Decrease in Unearned Revenue	(14)	(5,715,365)
Decrease in Customer Deposits	(51,726)	(2,922)
Total Adjustments	(75,036)	(16,189,714)
Net Cash Used By Operating Activities	\$ (180,355)	\$ (5,426,282)

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

DRAFT

	<u>6/30/25</u>	<u>5/31/25</u>	[Per Audit] <u>12/31/24</u>
ASSETS:			
Cash - Unrestricted (1)	\$ 15,734,902	\$ 15,707,748	\$ 11,476,689
Cash - Restricted (A) (2)	33,493,135	35,930,507	44,694,211
Cash - Reserved (B) (3)	4,404,707	4,613,834	5,317,168
Cash - Subtotal	<u>53,632,744</u>	<u>56,252,089</u>	<u>61,488,068</u>
Grants Receivable (4)	556,381	555,881	169,266
Accounts Receivable - Current (5)	375,649	439,873	387,753
Interest Receivable	90,284	38,455	70,521
Deposits (6)	311,820	555,298	218,152
Prepaid Expense(s) (7)	49,600	57,294	38,286
Loans Receivable - Current	62,614	63,561	62,739
Total Current Assets	<u>55,079,092</u>	<u>57,962,451</u>	<u>62,434,785</u>
Land Held for Dev. & Resale (8)	37,490,470	34,835,758	28,685,435
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	<u>37,561,727</u>	<u>34,907,015</u>	<u>28,756,692</u>
Less Accumulated Depreciation	(70,821)	(70,766)	(70,493)
Net Property, Plant & Equip.	<u>37,490,906</u>	<u>34,836,249</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)	81,609	87,001	113,896
Right to Use Assets, Net of Accumulated Amortization	5,605	5,605	5,605
Other Assets	<u>4,237,214</u>	<u>4,242,606</u>	<u>4,269,501</u>
TOTAL ASSETS	<u>96,807,212</u>	<u>97,041,306</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)	188,023	356,067	3,710,216
Loan Payable - Genesee County - Current (11)	335,000	335,000	325,000
Accrued Expenses	31,657	21,090	32,116
Lease Payable	5,604	5,604	5,604
Customer Deposits (12)	52,525	65,465	68,387
Unearned Revenue (13)	32,206,552	34,464,161	40,179,526
Total Current Liabilities	<u>32,819,361</u>	<u>35,247,387</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>40,221,929</u>	<u>42,649,955</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>\$ 56,765,183</u>	<u>\$ 54,571,251</u>	<u>\$ 43,511,968</u>

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Significant Events:

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

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

	YTD				2025	2025
	<u>6/30/25</u>	<u>6/30/24</u>	<u>2025</u>	<u>2024</u>	Board Appr. <u>Budget</u>	YTD % <u>of Budget</u>
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 116,755	\$ 116,755	\$ 233,513	50%
Genesee County - WFD	2,083	2,083	12,499	12,499	25,000	50%
Fees - Projects (1)	3,750	20,563	4,798,722	357,040	493,000	973%
Fees - Services	7,309	7,347	43,855	44,083	87,713	50%
Interest Income on Loans	253	134	1,148	866	1,036	111%
Rent	5,979	8,229	16,034	8,729	22,123	72%
Common Area Fees - Parks	-	-	2,814	803	824	342%
Grants (2)	2,258,032	262,038	9,003,792	853,471	51,578,018	17%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	150,000	150,000	300,000	50%
GCFC Grant - Econ. Dev. Program Support	-	-	-	-	-	N/A
Land Sale Proceeds	-	-	-	-	-	N/A
BP ² Revenue	-	-	7,374	5,632	31,177	24%
Other Revenue (3)	15,117	50	194,792	5,762	62,662	311%
Total Operating Revenues	2,336,982	344,903	14,347,785	1,555,640	52,835,066	27%
<u>Operating Expenses</u>						
General & Admin	116,785	702,879	736,304	1,373,729	1,681,035	44%
Professional Services (4)	29,370	5,000	170,116	53,975	219,362	78%
Site Maintenance/Repairs	8,679	5,830	13,029	17,815	45,500	29%
Property Taxes/Special District Fees	-	-	3,873	4,186	4,470	87%
BP ² Expense	-	-	-	-	-	N/A
PIF Expense	-	-	71,284	63,017	199,465	36%
Grant Expense - Batavia Home Fund	-	-	10,000	2,750	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense (5)	58,848	25,000	456,447	159,830	43,381,772	1.1%
Cost of Land Sales	-	-	-	-	-	N/A
Lease Expense	-	-	-	-	-	N/A
Real Estate Development (6)	2,654,712	234,355	8,805,033	309,872	12,518,728	70%
Balance Sheet Absorption	(2,654,712)	(234,355)	(8,805,033)	(309,872)	-	N/A
Total Operating Expenses	213,682	738,709	1,461,053	1,675,302	58,050,332	3%
Operating Revenue (Expense)	2,123,300	(393,806)	12,886,732	(119,662)	(5,215,266)	
<u>Non-Operating Revenue</u>						
Other Interest Income	70,632	41,339	366,483	265,477	173,000	212%
Total Non-Operating Revenue	70,632	41,339	366,483	265,477	173,000	212%
Change in Net Assets	2,193,932	(352,467)	13,253,215	145,815	\$ (5,042,266)	
Net Assets - Beginning	54,571,251	28,605,719	43,511,968	28,107,437		
Net Assets - Ending	\$ 56,765,183	\$ 28,253,252	\$ 56,765,183	\$ 28,253,252		

Significant Events:

- Fees Projects - YTD Project origination fees include Graham, Leatherleaf Solar, Excelsior Energy, Rochester Davis-Fetch, 202 Oak Street, FFP NY LeRoy Project 1 & 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.
- Other Revenue - Local labor reporting and data center review deposits covered by participating projects, misc.
- Professional Services - Legal and consulting services for the data center review, local labor requirements, government relations, audits, and other related matters.
- 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.
- Real Estate Development Costs YTD - STAMP development costs.

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Genesee County Economic Development Center
June 2025 Dashboard
Statement of Cash Flows

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	5/31/25	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 150,796
Fees - Projects	3,750	4,782,722
Fees - Services	21,928	43,856
Interest Income on Loans	176	1,056
Rent	5,979	27,968
Common Area Fees - Parks	-	2,814
Grants	-	544,240
BP ² Revenue	-	7,374
GGLDC Grant - Economic Development Program Support	75,000	150,000
Other Revenue	15,117	194,792
Repayment of Loans	6,339	32,412
Customer Deposit	-	48,804
General & Admin Expense	(103,392)	(751,207)
Professional Services	(42,310)	(311,480)
Site Maintenance/Repairs	(8,679)	(23,450)
Site Development	(58,848)	(624,790)
Property Taxes/Special District Fees	-	(3,873)
Grant Expense	-	(10,000)
PIF Expense	-	(71,284)
Deposit Paid	-	(500,000)
Improv/Additions/Adj to Land Held for Development & Resale	(2,411,234)	(11,591,664)
Net Cash Used By Operating Activities	(2,474,632)	(7,900,914)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(325,000)
Net Cash Used By Noncapital Financing Activities	-	(325,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	(144,713)	370,590
Net Change in Cash	(2,619,345)	(7,855,324)
Cash - Beginning of Period	56,252,089	61,488,068
Cash - End of Period	\$ 53,632,744	\$ 53,632,744
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 2,123,300	\$ 12,886,732
Depreciation Expense	55	328
(Increase) Decrease in Operating Accounts/Grants Receivable	63,724	(375,011)
(Increase) Decrease in Deposits	243,478	(93,668)
(Increase) Decrease in Prepaid Expenses	7,694	(11,314)
Decrease in Loans Receivable	6,339	32,412
Increase in Land Held for Development & Resale	(2,654,712)	(8,805,035)
Decrease in Operating Accounts Payable	(4,528)	(3,546,063)
Increase (Decrease) in Accrued Expenses	10,567	(459)
Decrease in Unearned Revenue	(2,257,609)	(7,972,974)
Decrease in Customer Deposits	(12,940)	(15,862)
Total Adjustments	(4,597,932)	(20,787,646)
Net Cash Used By Operating Activities	\$ (2,474,632)	\$ (7,900,914)

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

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	7/31/25	6/30/25	[Per Audit] 12/31/24
ASSETS:			
Cash - Unrestricted (1)	\$ 15,678,553	\$ 15,734,902	\$ 11,476,689
Cash - Restricted (A) (2)	31,697,119	33,493,135	44,694,211
Cash - Reserved (B) (3)	4,246,628	4,404,707	5,317,168
Cash - Subtotal	51,622,300	53,632,744	61,488,068
Grants Receivable (4)	557,317	556,381	169,266
Accounts Receivable - Current (5)	408,321	375,649	387,753
Interest Receivable	143,788	90,284	70,521
Deposits (6)	311,820	311,820	218,152
Prepaid Expense(s) (7)	43,816	49,600	38,286
Loans Receivable - Current	62,105	62,614	62,739
Total Current Assets	53,149,467	55,079,092	62,434,785
Land Held for Dev. & Resale (8)	39,472,102	37,490,470	28,685,435
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	39,543,359	37,561,727	28,756,692
Less Accumulated Depreciation	(70,876)	(70,821)	(70,493)
Net Property, Plant & Equip.	39,472,483	37,490,906	28,686,199
Accounts Receivable- Noncurrent (9)	4,150,000	4,150,000	4,150,000
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	76,212	81,609	113,896
Right to Use Assets, Net of Accumulated Amortization	5,605	5,605	5,605
Other Assets	4,231,817	4,237,214	4,269,501
TOTAL ASSETS	96,853,767	96,807,212	95,390,485
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (15)	374,100	374,100	374,100
Deferred Outflows of Resources	374,100	374,100	374,100
LIABILITIES:			
Accounts Payable (10)	243,483	188,023	3,710,216
Loan Payable - Genesee County - Current (11)	335,000	335,000	325,000
Accrued Expenses	42,225	31,657	32,116
Lease Payable	5,604	5,604	5,604
Customer Deposits (12)	52,525	52,525	68,387
Unearned Revenue (13)	30,346,129	32,206,552	40,179,526
Total Current Liabilities	31,024,966	32,819,361	44,320,849
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	7,402,568	7,402,568	7,737,568
TOTAL LIABILITIES	38,427,534	40,221,929	52,058,417
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (15)	194,200	194,200	194,200
Deferred Inflows of Resources	194,200	194,200	194,200
NET ASSETS	\$ 58,606,133	\$ 56,765,183	\$ 43,511,968

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Significant Events:

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

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

	YTD				2025	2025
	<u>7/31/25</u>	<u>7/31/24</u>	<u>2025</u>	<u>2024</u>	Board Appr. <u>Budget</u>	YTD % <u>of Budget</u>
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 136,214	\$ 136,214	\$ 233,513	58%
Genesee County - WFD	2,083	2,083	14,582	14,582	25,000	58%
Fees - Projects (1)	1,500	157,676	4,800,222	514,716	493,000	974%
Fees - Services	7,309	7,347	51,164	51,430	87,713	58%
Interest Income on Loans	74	131	1,222	997	1,036	118%
Rent	4,420	-	20,454	8,729	22,123	92%
Common Area Fees - Parks	-	-	2,814	803	824	342%
Grants (2)	1,861,454	1,464	10,865,246	854,935	51,578,018	21%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	175,000	175,000	300,000	58%
BP ² Revenue	-	-	7,374	5,632	31,177	24%
Other Revenue (3)	-	-	194,792	5,762	62,662	311%
Total Operating Revenues	1,921,299	213,160	16,269,084	1,768,800	52,835,066	31%
<u>Operating Expenses</u>						
General & Admin	105,987	108,692	842,291	1,482,421	1,681,035	50%
Professional Services (4)	5,000	7,980	175,116	61,955	219,362	80%
Site Maintenance/Repairs	1,594	6,108	14,623	23,923	45,500	32%
Property Taxes/Special District Fees	-	-	3,873	4,186	4,470	87%
BP ² Expense	-	-	-	-	-	N/A
PIF Expense	-	-	71,284	63,017	199,465	36%
Grant Expense - Batavia Home Fund	-	-	10,000	2,750	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense (5)	39,472	550	495,919	160,380	41,557,242	1.2%
Cost of Land Sales	-	-	-	-	-	N/A
Lease Expense	-	-	-	-	-	N/A
Real Estate Development (6)	1,981,633	-	10,786,666	309,872	14,343,258	75%
Balance Sheet Absorption	(1,981,633)	-	(10,786,666)	(309,872)	-	N/A
Total Operating Expenses	152,053	123,330	1,613,106	1,798,632	58,050,332	3%
Operating Revenue (Expense)	1,769,246	89,830	14,655,978	(29,832)	(5,215,266)	
<u>Non-Operating Revenue</u>						
Other Interest Income	71,704	50,344	438,187	315,821	173,000	253%
Total Non-Operating Revenue	71,704	50,344	438,187	315,821	173,000	253%
Change in Net Assets	1,840,950	140,174	15,094,165	285,989	\$ (5,042,266)	
Net Assets - Beginning	56,765,183	28,253,252	43,511,968	28,107,437		
Net Assets - Ending	\$ 58,606,133	\$ 28,393,426	\$ 58,606,133	\$ 28,393,426		

Significant Events:

- Fees Projects - YTD Project origination fees include Graham, Leatherleaf Solar, Excelsior Energy, Rochester Davis-Fetch, 202 Oak Street, FFP NY LeRoy Project 1 & 2.
- Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD S33M, S8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
- Other Revenue YTD - Local labor reporting and data center review deposits covered by participating projects, misc.
- Professional Services - Legal and consulting services for the data center review, local labor requirements, government relations, audits, and other related matters.
- 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.
- Real Estate Development Costs YTD - STAMP development costs.

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

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	7/31/25	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 172,338
Fees - Projects	1,500	4,784,222
Fees - Services	-	43,856
Interest Income on Loans	169	1,225
Rent	4,420	32,388
Common Area Fees - Parks	-	2,814
Grants	-	544,240
BP ² Revenue	-	7,374
GGLDC Grant - Economic Development Program Support	-	150,000
Other Revenue	-	194,792
Repayment of Loans	5,906	38,318
Customer Deposit	-	48,804
General & Admin Expense	(89,883)	(841,090)
Professional Services	(5,000)	(316,480)
Site Maintenance/Repairs	(1,594)	(25,044)
Site Development	(39,472)	(664,262)
Property Taxes/Special District Fees	-	(3,873)
Grant Expense	-	(10,000)
PIF Expense	-	(71,284)
Deposit Paid	-	(500,000)
Improv/Additions/Adj to Land Held for Development & Resale	(1,981,632)	(13,573,296)
Net Cash Used By Operating Activities	(2,084,044)	(9,984,958)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(325,000)
Net Cash Used By Noncapital Financing Activities	-	(325,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	73,600	444,190
Net Change in Cash	(2,010,444)	(9,865,768)
Cash - Beginning of Period	53,632,744	61,488,068
Cash - End of Period	\$ 51,622,300	\$ 51,622,300
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 1,769,246	\$ 14,655,978
Depreciation Expense	55	383
Increase in Operating Accounts/Grants Receivable	(33,608)	(408,619)
Increase in Deposits	-	(93,668)
(Increase) Decrease in Prepaid Expenses	5,784	(5,530)
Decrease in Loans Receivable	5,906	38,318
Increase in Land Held for Development & Resale	(1,981,632)	(10,786,667)
Increase (Decrease) in Operating Accounts Payable	60	(3,546,003)
Increase in Accrued Expenses	10,568	10,109
Decrease in Unearned Revenue	(1,860,423)	(9,833,397)
Decrease in Customer Deposits	-	(15,862)
Total Adjustments	(3,853,290)	(24,640,936)
Net Cash Used By Operating Activities	\$ (2,084,044)	\$ (9,984,958)

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**Genesee
County
Economic
Development
Center**

2026 Budget

Overview of Budget Assumptions
September 2, 2025



**Genesee
County
Economic
Development
Center**

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Budget Timeline

Genesee County Economic Development Center

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



Departments

- ❖ Operations
- ❖ Revolving Loan Fund
- ❖ Real Estate Development & Mgmt
 - Apple Tree Acres, OATKA Hills, LeRoy Food & Tech Park
- ❖ STAMP
- ❖ Workforce Development
- ❖ GAIN! Loan Fund
- ❖ Batavia Pathway to Prosperity Fund
- ❖ Batavia Home Fund



Operations

- ❖ County contribution included in preliminary budget at 2025 level (\$233,513).
- ❖ Balance of funding needed will be primarily generated by GCEDC project origination fee revenue.
 - ❖ Budgeted Project Origination Fees (Total = \$1M)
- ❖ Controlled expenditures; reduced expenditures where possible.
- ❖ We have been covering funding gaps with grants from the GGLDC to support the Economic Development Program as well as property management transfers from GGLDC's MedTech Centre.
- ❖ GGLDC's Strategic Investment Analysis assumes \$300k for 2026 support of the overall Economic Development Program. GGLDC Board approval and commitment pending.
 - ❖ Continuous increases in compliance requirements by New York State.
 - ❖ Significant increases in the complexity of our business – GCEDC, GGLDC, GAB LLC, GCFC & the STAMP Project. In 2021, formed Water and Sewer Works Transportation Corps.



Operations - Continued

❖ Expenditure Assumptions:

- ❖ Base employee wages – Includes 5% increase and an additional placeholder.
- ❖ Employer contribution to NYS Retirement System projected at the following percentages of wages for the Dec. 2025 invoice.
 - ❖ 19.3% for Tier 4
 - ❖ 16.3% for Tier 5
 - ❖ 12.6% for Tier 6
- ❖ An increase of 14.56% to the premium for our current health insurance plan has been included. The Notice of Proposed Premium Rate Change letter that was received reflects this level of an increase. This is Univera Healthcare's requested premium rate change. This request is an average and the actual rate increase may be less or slightly higher. Currently, all 8 full-time employees are participating in the GCEDC's group health insurance plan. A placeholder has been included for potential coverage level changes. The GCEDC is currently funding 100% of the subscriber only level, or 80% of the premium costs for higher levels of coverage.
- ❖ Allowed for a 6% increase in insurance premiums for all current policies.



RLF #1

- ❖ No active loans.
- ❖ Funds were deemed de-federalized in 2009.
- ❖ A portion of these funds have been borrowed internally to cover STAMP development costs. The balance has been committed to support a NYS DEC cash reserve requirement related to a Part 182 Permit (STAMP).
- ❖ Cash Balance @ 6/30/25 = \$0
- ❖ Cash Due From Other Funds @ 6/30/25 = \$914,035
- ❖ Loans Receivable Balance @ 6/30/25 = \$0



Real Estate Development & Management

- ❖ Parks owned by GCEDC:
 - ❖ Apple Tree Acres (Bergen)
 - ❖ Oatka Hills (LeRoy)
 - ❖ LeRoy Food & Tech Park (LeRoy)
 - ❖ STAMP (Alabama) – Accounted for in a separate fund dedicated to this project.

- ❖ PILOT Increment Financing (PIF) payments:
 - ❖ Genesee County Legislature, Town of Bergen and Byron-Bergen School District committed funds to support an Apple Tree Acres Infrastructure Fund (payments end in 2026).
 - ❖ Genesee County Legislature, Town of Pembroke and Pembroke School District committed funds to support expansion of the Corfu Wastewater Treatment Plant (through 2035).

- ❖ No land sales included in budget – conservative.

- ❖ Full sales efforts continue for all parks.



STAMP

- ❖ Base operating activity for STAMP has been included (insurance, utilities, maintenance, special district fees).
- ❖ Any project activity at STAMP and corresponding investment of fee and land sale revenue will be presented as an overlay on a case by case basis.
- ❖ The projected balances of the \$33M, \$8M and \$56M Empire State Development grants have been included as grant revenue and grant expense.
- ❖ Empire Pipeline CBA payments support development at STAMP (pays debt service to the County).



Workforce Development

- ❖ A portion of the cash on hand in the Workforce Development Fund is anticipated to be spent in 2025 toward Workforce Development Initiatives, funding a Workforce Development Consultant.
- ❖ Genesee County has committed \$25,000 towards workforce development initiatives annually since 2022. This is anticipated to continue through 2025.



GAIN! Loan Fund

❖ In 2016, the GCEDC entered into an agreement whereby the GCEDC is acting as a sub-recipient to the Genesee/Finger Lakes Regional Planning Council (G/FLRPC) for a portion of a \$3,000,000 ESD grant. Under the agreement with G/FLRPC, the GCEDC is authorized to administer a GAIN! Loan Fund for the purpose of lending funds to eligible agricultural businesses in Genesee County.

❖ 5 loans currently active.

❖ Cash Balance @ 6/30/25 = \$310,012

❖ Loan Receivable Balance @ 6/30/25 = \$185,746



Batavia Pathway to Prosperity Fund

- ❖ The Batavia Pathway to Prosperity Capital and Reinvestment Fund (BP2) intermunicipal agreement was put into place in 2016 between the City of Batavia, Genesee County, the Batavia City School District, the Batavia Development Corporation and the GCEDC.
- ❖ The fund is capitalized by a portion of new City PILOT payments, County PILOT payments and School PILOT payments on all projects that utilize a PILOT agreement within the City of Batavia.
- ❖ The BP2 funds will be used for infrastructure improvements for future economic and brownfield redevelopment investments targeted within the City's designated BOA.
- ❖ Projected 2026 deposits into this fund include 50% of all PILOT payments made by 11 companies located in the City of Batavia.



Batavia Home Fund

- ❖ The Batavia Home Fund was created to address shared housing goals and establish methods to fund beneficial activities to enhance the area's housing stock, including investments to rehabilitate vacant and blighted buildings as well as the conversion of rental properties into single-family homes.
- ❖ Seed funding for the fund was provided in 2023 through a grant of \$100,000 from the Genesee Gateway Local Development Corporation.
- ❖ Three grants have been awarded and disbursed to date.

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Genesee County Economic Development Center

Consolidated
Interfund Activity Eliminated

DRAFT

	A	B	C	D	E
	2026 Budget	2025 Budget	% Change from 2025 Budget	Projected at 12/31/25	% Change from 2025 Projected
Revenues					
GENESEE COUNTY - OPS	\$233,513	\$233,513	0 %	\$233,513	0 %
GENESEE COUNTY CONT WFD OPS	\$25,000	\$25,000	0 %	\$25,000	0 %
ORIGINATION FEE - OPS	\$1,000,000	\$450,000	122 %	\$5,079,435	(80) %
LOAN ORIGINATION FEE - OPS	\$0	\$0	N/A	\$0	N/A
APPLICATION FEE - OPS	\$2,500	\$2,000	25 %	\$3,500	(29) %
FEES SERVICES GGLDC - OPS	\$88,460	\$87,713	1 %	\$87,712	1 %
ANNUAL ADMIN FEES - OPS	\$54,500	\$41,000	31 %	\$47,000	16 %
FEE APPLICATION BHF	\$0	\$0	N/A	\$250	(100) %
FEES- TRAINING CONTRIB- WFD	\$0	\$0	N/A	\$0	N/A
INTEREST INCOME - OPS	\$250,000	\$100,000	100 %	\$55,000	355 %
INTEREST INCOME - OPS RES	\$0	\$0	N/A	\$0	N/A
CD INTEREST INCOME - OPS	\$0	\$0	N/A	\$315,000	(100) %
BANK INTEREST INCOME - RLF#1	\$0	\$0	N/A	\$0	N/A
CD INTEREST INCOME - RLF	\$0	\$0	N/A	\$0	N/A
INTEREST INCOME - RED	\$75,000	\$30,000	150 %	\$120,300	(38) %
CD INTEREST INCOME - RED	\$0	\$0	N/A		
CD INTEREST INCOME - RED GI	\$0	\$0	N/A		
BANK INTEREST RED ATA	\$0	\$0	N/A		
CD BANK INTEREST RED ATA	\$0	\$0	N/A		
CD BANK INTEREST RED QATKA	\$0	\$0	N/A		
CD BANK INTEREST RED LER	\$0	\$0	N/A		
INTEREST INCOME - STAMP	\$0	\$15,000	N/A	\$0	N/A
CD INTEREST INCOME - STAMP	\$0	\$0	N/A	\$0	N/A
INTEREST INCOME -PART 182 STAMP	\$5,000	\$5,000	0 %	\$16,000	(69) %
INTEREST INCOME - FAST NY MATCH STAMP	\$50,000	\$15,000	\$67 %	\$140,000	(64) %
CD INTEREST INCOME - FAST NY MATCH STAMP	\$0	\$0	N/A		
BANK INT CBA STAMP	\$0	\$0	N/A	\$268	(100) %
INTEREST INC - WFD	\$0	\$0	N/A	\$0	N/A
INTEREST INC-RES GC WFD	\$0	\$0	N/A	\$700	(100) %
INTEREST INCOME - GLF	\$7,000	\$6,000	17 %	\$10,900	(36) %
CD INTEREST INCOME - GLF	\$0	\$0	N/A		
INTEREST INCOME - BP2	\$1,000	\$1,000	0 %	\$1,200	(17) %
BANK INT - BHF	\$0	\$1,000	N/A	\$1,500	(100) %
PROGRAM / LOAN INTR - RLF#1	\$0	\$0	N/A	\$0	N/A
PROGRAM / LOAN INTR - GLF	\$1,330	\$1,036	28 %	\$1,961	(32) %
RENT INCOME LZ - OPS	\$0	\$0	N/A	\$500	0 %
RENT INCOME - RED	\$7,320	\$6,405	14 %	\$7,325	(0) %
CAM RED ATA	\$2,855	\$824	247 %	\$2,814	1 %
RENT INCOME - STAMP	\$20,960	\$15,718	33 %	\$10,458	100 %
RENT STAMP LUB	\$0	\$0	N/A	\$18,000	(100) %
CAM CHARGES STAMP	\$0	\$0	N/A	\$0	N/A %
MISC - OPS	\$0	\$0	N/A	\$0	N/A
MISC ANNUAL MEETING - OPS	\$7,000	\$6,000	37 %	\$6,650	5 %
MISC INC COBRA - OPS	\$0	\$0	N/A	\$0	N/A
MISC INC - LLR OPS	\$79,915	\$56,662	41 %	\$47,995	67 %
MISC INC - DEPOSITS OPS	\$0	\$0	N/A	\$88,971	(100) %
MISC - RED GAB	\$0	\$0	N/A	\$0	N/A
MISC - STAMP	\$0	\$0	N/A	\$88,367	(100) %
EC DEV GRANT GGLDC - OPS	\$300,000	\$300,000	0 %	\$300,000	0 %
EC DEV GRANT GCFC - OPS	\$0	\$0	N/A	\$0	N/A
NG GRANT - OPS	\$0	\$0	N/A	\$0	N/A
ESD GRANT - RED LER	\$0	\$0	N/A	\$0	N/A
PIF GRANT INC - RED BETP	\$194,764	\$168,625	16 %	\$179,536	8 %
PIF GRANT INC- RED ATA	\$10,373	\$30,840	(66) %	\$28,802	(64) %
ESD GRANT - \$33M STAMP	\$8,600,000	\$1,000,000	760 %	\$861,276	899 %
ESD GRANT - \$8M STAMP	\$160,000	\$300,000	(47) %	\$236,842	(32) %
FAST NY GRANT \$56M - STAMP	\$26,500,000	\$49,630,000	(47) %	\$25,274,088	5 %
NATIONAL GRID - STAMP	\$0	\$0	N/A	\$513,947	(100) %
GRANT CBA - STAMP	\$448,553	\$448,553	0 %	\$448,553	0 %
NATIONAL FUEL GRANT - WFD	\$0	\$0	N/A	\$0	N/A
GRANT INC/MUNIC - RED BETP	\$0	\$0	N/A	\$0	N/A
GRANT INC/MUNIC - RED LER	\$0	\$0	N/A	\$0	N/A
GRANT - GLE	\$0	\$0	N/A	\$0	N/A
GRANT BHF	\$0	\$0	N/A	\$0	N/A
LEASE EXP AMORT - STAMP	\$0	\$0	N/A	\$0	N/A
LAND SALE RED ATA - Jacob Henaldi	\$0	\$0	N/A	\$0	N/A
LAND SALE PROCEEDS - Edwards Yonson	\$0	\$0	N/A	\$0	N/A
BP2 INCOME	\$45,752	\$31,177	47 %	\$36,975	24 %
LEASE EXP INTR GAB - OPS	\$0	\$0	N/A	\$0	N/A
LEASE EXP AMORT GAB - OPS	\$0	\$0	N/A	\$0	N/A
Total Revenues	\$38,171,295	\$53,008,066	(28) %	\$34,290,337	11 %
Expenses					
PAYROLL - OPS	\$950,000	\$950,000	0 %	\$807,000	18 %
FIB PHONE ALLOWANCE - OPS	\$3,600	\$3,600	0 %	\$3,300	9 %
BENEFITS - OP- MEDICARE	\$14,000	\$14,000	0 %	\$11,200	25 %
BENEFITS - OP- BILLING	\$3,000	\$2,800	7 %	\$2,800	7 %
BENEFITS - OP- DENTAL	\$3,000	\$1,800	67 %	\$2,550	18 %
BENEFITS - OP- FICA	\$57,000	\$58,000	(2) %	\$45,300	26 %
BENEFITS - OP- HEALTH INS	\$145,000	\$78,500	85 %	\$108,200	14 %
BENEFITS - OP- HEALTH INS COBRA	\$0	\$0	N/A	\$0	0 %
BENEFITS - OP- VISION INS	\$60	\$400	(83) %	\$570	(14) %
BENEFITS - OP- PSA / MRA / HSA	\$31,500	\$27,300	15 %	\$27,200	16 %
BENEFITS - OP- LTD DISABILITY	\$2,500	\$2,400	4 %	\$2,100	19 %
BENEFITS - OP- LIFE INSURANCE	\$550	\$700	(21) %	\$480	15 %
BENEFITS - OP- NYS DISABILITY	\$150	\$150	(12) %	\$110	36 %
BENEFITS - OP- WORKERS COMP	\$4,000	\$4,000	0 %	\$3,000	33 %
UNEMPLOYMENT INSURANCE - OPS	\$2,500	\$3,000	(17) %	\$2,300	9 %

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Genesee County Economic Development Center

Consolidated

Interfund Activity Eliminated

DRAFT

	A	B	C	D	E
	2026 Budget	2025 Budget	% Change from 2025 Budget	Projected at 12/31/25	% Change from 2025 Projected
* NYS RET. ANNUAL COST - OPS	\$166,000	\$130,000	28 %	\$150,000	11 %
* PENSION EXP - OPS	\$0	\$0	N/A	\$0	N/A
* INSURANCE - OPS	\$6,700	\$6,250	7 %	\$6,300	6 %
* INSURANCE - UMBRELLA - OPS	\$24,300	\$22,300	10 %	\$23,200	6 %
* D&O INSURANCE - OPS	\$15,400	\$14,300	8 %	\$14,550	6 %
* CYBER LIABILITY INSURANCE OPS	\$4,500	\$5,000	(10) %	\$3,810	18 %
* INSURANCE SITES - RED	\$1,200	\$1,210	(1) %	\$1,115	8 %
* INSURANCE - STAMP	\$40,000	\$37,400	7 %	\$37,500	7 %
* INSURANCE - U/B STAMP	\$850	\$0	N/A	\$1,700	N/A
* UTILITIES - OPS	\$6,700	\$6,500	3 %	\$6,500	3 %
* UTILITIES - OPS IZ	\$3,300	\$3,000	10 %	\$3,000	10 %
* UTILITIES - RED	\$0	\$0	N/A	\$0	N/A
* UTILITIES - STAMP	\$500	\$500	0 %	\$500	0 %
* DEPRECIATION - OPS	\$655	\$655	0 %	\$655	0 %
* TELECOM / INTERNET / PHONE - OPS	\$4,500	\$6,000	(25) %	\$3,450	30 %
* RENT - OPS	\$20,650	\$20,300	2 %	\$20,165	2 %
* RENT EXP - STAMP \$33M	\$0	\$0	N/A	\$0	N/A
* POSTAGE - OPS	\$1,700	\$1,700	0 %	\$1,700	0 %
* DUES/SUBSCRIPTIONS - OPS	\$116,000	\$106,000	9 %	\$106,000	9 %
* CONFERENCE/MEETINGS - OPS	\$35,000	\$34,000	3 %	\$32,000	9 %
* CONFERENCE/MEETINGS - NG STAMP	\$0	\$0	N/A	\$2,675	(100) %
* PROF SERVICES - OPS	\$57,000	\$52,700	8 %	\$52,700	8 %
* PROF SERVICES - OPS LEGAL U/B	\$0	\$0	N/A	\$25,000	N/A
* GOV RELATIONS - OPS	\$60,000	\$60,000	0 %	\$60,000	0 %
* PROF SERVICES LLR NOT REIMBURSABLE	\$10,150	\$0	N/A	\$8,120	N/A
* PROF SERVICES LLR REIMBURSABLE	\$79,915	\$56,662	41 %	\$47,995	67 %
* P/S LEGAL - OPS	\$0	\$0	N/A	\$88,971	(100) %
* PROF SERVICES - STAMP	\$0	\$0	N/A	\$34,388	(100) %
* PROF SERVICES - \$33M STAMP	\$0	\$0	N/A	\$0	N/A
* PROF SERVICES DBEC STAMP	\$15,000	\$15,000	0 %	\$4,850	209 %
* PROF SERVICES - RED LEROY	\$0	\$0	N/A	\$0	N/A
* PROF SERVICES - RLF#1	\$0	\$0	N/A	\$0	N/A
* PROF SERVICES - RED ATA	\$0	\$0	N/A	\$0	N/A
* PROF SERVICES / MARKETING - WED	\$35,000	\$35,000	0 %	\$35,000	0 %
* TRAVEL/VEHICLE - OPS	\$25,000	\$35,000	(29) %	\$25,000	0 %
* TRAV. LODG - STAMP NG	\$0	\$0	N/A	\$2,379	(100) %
* TRAV. FLIGHT/TRAIN - STAMP NG	\$0	\$0	N/A	\$1,223	(100) %
* MARKETING PROGRAM - OPS	\$80,000	\$82,000	(2) %	\$80,000	0 %
* MARKETING PROGRAM - NG STAMP	\$0	\$0	N/A	\$7,670	(100) %
* MARKETING - WED	\$0	\$0	N/A	\$0	N/A
* SUPPLIES/MATERIALS - OPS	\$4,000	\$4,000	0 %	\$4,000	0 %
* MAINT/REPAIR / CLEANING - OPS	\$29,000	\$29,000	0 %	\$29,000	0 %
* MAINTENANCE/REPAIR - RED	\$2,500	\$2,500	0 %	\$4,050	(38) %
* MAINTENANCE/REPAIR - RED ATA	\$0	\$0	N/A	\$0	N/A
* MAINT /REPAIR - STAMP	\$14,000	\$14,000	0 %	\$10,000	40 %
* MAINT /REPAIR - U/B STAMP	\$0	\$0	N/A	\$0	N/A
* MAINT /REPAIR - U/B PART 182 STAMP	\$19,000	\$0	N/A	\$28,576	(34) %
* SITE DEVELOPMENT - RED BETP	\$0	\$0	N/A	\$0	N/A
* SITE DEVELOPMENT - RED LER	\$0	\$0	N/A	\$0	N/A
* SITE DEVELOPMENT - RED ATA	\$0	\$0	N/A	\$0	N/A
* SITE DEVELOPMENT STAMP	\$0	\$0	N/A	\$600	(100) %
* SITE DEVELOPMENT - \$56M STAMP MATCH	\$0	\$0	N/A	\$51,540	(100) %
* SITE DEVELOPMENT - \$56M STAMP	\$0	\$0	N/A	\$547,677	(100) %
* SITE DEVELOPMENT - \$8M STAMP	\$0	\$0	N/A	\$104,164	(100) %
* SITE DEVELOPMENT - \$33M STAMP	\$0	\$0	N/A	\$0	N/A
* FURNITURE/EQUIP - OPS	\$22,500	\$15,000	50 %	\$15,000	50 %
* MISC - OPERATE	\$0	\$0	N/A	\$0	N/A
* Misc RED LER	\$0	\$0	N/A	\$0	N/A
* CEO/ DISCRETIONARY FUND- OPS	\$3,000	\$3,000	0 %	\$3,000	0 %
* BROKERAGE / SALES PARTNER FEES	\$0	\$0	N/A	\$0	N/A
* CLOSING COSTS - RED ATA Replac	\$0	\$0	N/A	\$0	N/A
* CLOSING COSTS - RED ATA GE Bergen	\$0	\$0	N/A	\$0	N/A
* CLOSING COSTS - RED ATA T-Rentel	\$0	\$0	N/A	\$0	N/A
* CLOSING COSTS - RED ATA	\$0	\$0	N/A	\$0	N/A
* COST OF SALES - RED ATA	\$0	\$0	N/A	\$0	N/A
* SALES PARTNER FEES - OPS	\$0	\$0	N/A	\$6,255	(100) %
* FEES - OPS	\$250	\$250	0 %	\$306	(18) %
* FEES - RED LEROY	\$0	\$0	N/A	\$0	N/A
* FEES - STAMP	\$0	N/A	N/A	\$300	(100) %
* FEES - COUNTY \$4M STAMP	\$0	\$0	N/A	\$0	N/A
* FEES - \$8M STAMP	\$0	\$0	N/A	\$0	N/A
* FEES - \$33M STAMP	\$0	\$0	N/A	\$230	(100) %
* MISC - STAMP	\$0	\$0	N/A	\$0	N/A
* SPECIAL DISTRICT FEES - RED ATA	\$105	\$305	(65) %	\$99	6 %
* SPECIAL DISTRICT FEES - RED OATKA	\$77	\$65	18 %	\$72	7 %
* SPECIAL DISTRICT FEES - RED LER	\$455	\$500	(9) %	\$430	6 %
* SPECIAL DISTRICT FEE - STAMP	\$3,500	\$3,600	(3) %	\$3,272	7 %
* INTEREST DURING CONSTR- STAMP \$4M	\$113,500	\$123,500	(8) %	\$123,500	(8) %
* DEV COSTS - RED ATA	\$0	\$0	N/A	\$0	N/A
* P/S - RED BETP	\$0	\$0	N/A	\$0	N/A
* P/S ENVIRONMENTAL ENG - RED LER	\$0	\$0	N/A	\$0	N/A
* P/S ENGINEERING - RED ATA	\$0	\$0	N/A	\$0	N/A
* P/S ENG/ENVIRO/ARCHEO- STAMP PART 182	\$0	\$0	N/A	\$0	N/A
* P/S E/A - \$56M MATCH STAMP	\$0	\$0	N/A	\$2,083,761	(100) %
* P/S ENG/ENVIRO/ARCHEO- STAMP \$56M	\$0	\$0	N/A	\$17,824,669	(100) %
* P/S ENG/ENVIRO/ARCHEO/ STAMP \$8M	\$0	\$0	N/A	\$2,735	(100) %
* P/S ENG/ENVIRO/ARCHEO- STAMP \$33M	\$0	\$0	N/A	\$12,092	(100) %
* P/S ENG/ENVIRO/ARCHEO/ STAMP	\$0	\$0	N/A	\$0	N/A
* P/S LEGAL - STAMP \$8M	\$0	\$0	N/A	\$6,045	(100) %

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Genesee County Economic Development Center
Consolidated
Interfund Activity Eliminated

DRAFT

	A	B	C	D	E
	2026 Budget	2025 Budget	% Change from 2025 Budget	Projected at 12/31/25	% Change from 2025 Projected
01 P/S LEGAL - STAMP \$33M	\$0	\$0	N/A	\$73,744	(100) %
02 P/S LEGAL - STAMP \$56M	\$0	\$0	N/A	\$228,497	(100) %
03 P/S LEGAL - STAMP \$56M MATCH	\$0	\$0	N/A	\$21,503	(100) %
04 P/S APPR/SURVEY/TITLE STAMP	\$0	\$0	N/A	\$0	N/A
05 P/S APPR/SURVEY/TITLE - \$33M STAMP	\$0	\$0	N/A	\$0	N/A
06 P/S STAMP PART 1&2	\$0	\$177,000	(100) %	\$0	N/A
07 P/S WATER/SEWER - STAMP	\$0	\$0	N/A	\$284,198	(100) %
08 P/S WATER /SEWER - \$56M MATCH - STAMP	\$0	\$0	N/A	\$444,599	(100) %
09 P/S WATER /SEWER \$56M- STAMP	\$0	\$0	N/A	\$4,724,401	(100) %
10 P/S OTHER - STAMP \$33M	\$0	\$0	N/A	\$0	N/A
11 P/S OTHER - RED LER	\$0	\$0	N/A	\$0	N/A
12 P/S WATER/SEWER - \$33M STAMP	\$0	\$0	N/A	\$775,110	(100) %
13 P/S WATER/SEWER - \$8M STAMP	\$0	\$0	N/A	\$123,898	(100) %
14 P/S OTHER - STAMP	\$0	\$0	N/A	\$0	N/A
15 P/S OTHER - STAMP \$33M	\$0	\$0	N/A	\$0	N/A
16 P/S OTHER - STAMP \$56M MATCH	\$2,493,650	\$4,670,000	(47) %	\$0	N/A
17 P/S ELECTRIC - \$56M STAMP	\$0	\$0	N/A	\$1,491,851	(100) %
18 P/S ELECTRIC - \$56M STAMP MATCH	\$0	\$0	N/A	\$140,094	(100) %
19 P/S ELECTRIC - STAMP NG	\$0	\$0	N/A	\$500,000	(100) %
20 P/S ELECTRIC - STAMP \$33M	\$0	\$0	N/A	\$0	N/A
21 P/F EXPENSE - RED BETP	\$194,764	\$168,625	16 %	\$179,536	8 %
22 P/F EXPENSE - RED ATA	\$10,373	\$30,840	(66) %	\$28,802	(64) %
23 P/S ELECTRIC - \$8M STAMP	\$0	\$0	N/A	\$0	N/A
24 BSA - DEV COSTS RED LER	\$0	\$0	N/A	\$0	N/A
25 BSA DEV COSTS - STAMP	\$0	\$0	N/A	(\$28,737,495)	(100) %
26 GRANT EXP ESD \$33M - STAMP	\$8,600,000	\$1,000,000	760 %	\$0	N/A
27 GRANT EXP ESD \$8M - STAMP	\$160,000	\$300,000	(47) %	\$0	N/A
28 GRANT EXP ESD \$56M - STAMP	\$26,500,000	\$49,630,000	(47) %	\$0	N/A
29 B/F EXPENSE	\$0	\$0	N/A	\$0	N/A
30 B/F GRANT EXPENSE	\$0	\$0	N/A	\$17,400	(\$100) %
31					
32 Total Expenses	\$40,198,345	\$58,050,332	(31) %	\$3,062,136	(121) %
33					
34 Net Profit / (Loss)	(\$2,027,049)	(\$5,042,266)	(60) %	\$31,228,202	(116) %
35					
36 Cash from Prev. Yr Rev. Collected in Current Yr	\$0				
37 Appropriated Fund Balance	\$0				
38 2018 J-Rental Land Sale - Cash Carryover Allocation	\$0				
39 NET PROFIT / (LOSS) w/ Cash Adjustments	(\$2,027,049)				

Land Sales		
2018 J-Rental Land Sale Proceeds		\$304,941
Closing Costs		(88,719)
Net Proceeds		216,222
2019 Allocation		(135,875)
Balance Forward		80,347
2020 Allocation		0
Balance Forward		179,947
2021 Allocation		0
Balance Forward		179,947
2022 Allocation		0
Balance Forward		179,947
2023 Allocation		0
Balance Forward		179,947
2024 Allocation		0
Balance Forward		179,947
2025 Allocation		0
Balance Forward		179,947

Appropriated Fund Balance		
Fund Balance - 2021 Project Origination Fee		\$2,908,874
2021 Budget Allocation		\$0
Balance Forward		\$2,908,874
2024 Budget Allocation		\$0
Balance Forward		\$2,908,874
2025 Budget Allocation		\$0
Balance Forward		\$2,908,874
2026 Budget Allocation		\$0
Balance Forward		\$2,908,874

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New Load Cost Reimbursement Agreement with Nextera Energy Transmission Investments, LLC

Discussion: Attached is a New Load Cost Reimbursement Agreement (CRA) with Nextera Energy Transmission Investments, LLC for the remote end coordination and relay settings at Dysinger Station.

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

Committee action request: Recommend approval to sign CRA for a \$200,000.

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NEW LOAD COST REIMBURSEMENT AGREEMENT

THIS COST REIMBURSEMENT AGREEMENT (the “**Agreement**”), made and entered into as of this [DATE] (the “**Effective Date**”), by and between **Genesee County Economic Development Center**, having an office and place of business at 99 MedTech Drive, Suite 106, Batavia NY organized and existing under the laws of the State of New York as a Public Benefit Corporation (“**GCEDC**” or “**Developer**”), and **NEXTERA ENERGY TRANSMISSION INVESTMENTS, LLC**, a Delaware limited liability company, having its principal offices at 700 Universe Blvd., Juno Beach, FL 33408 (“**NETI**” or the “**Company**”). **GCEDC** and **Company** may be referred to hereunder, individually, as a “**Party**” or, collectively, as the “**Parties**”.

WITNESSETH

WHEREAS, GCEDC is constructing a new load project located in Genesee County, New York connecting into NETI’s Dysinger Switchyard (the “**Project**”); and

WHEREAS, GCEDC has entered into that certain Development Agreement, dated as of [DATE] (the “**DA**”) by and among GCEDC, the New York Power Authority (“**NYP**A”) and National Grid (“**National Grid**”) for purposes of connecting the Project into NETI’s assets near Dysinger and associated transmission assets owned by NYPA and National Grid; and

WHEREAS, NETI and GCEDC desire to set forth the terms, conditions, and costs for conducting certain preliminary engineering, design, procurement, and project management activities specified in Attachment A to this Agreement related to the preparation of the DA (the “**Work**”); and

WHEREAS, NETI will incur costs in providing the Work in support of GCEDC that NETI otherwise would not be obliged to incur; and

WHEREAS, GCEDC shall be responsible for all of NETI’s costs arising from such Work; and

WHEREAS, NETI is willing to perform the Work, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Term. This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until the earlier of (a) NETI’s delivery to Developer of NETI’s duly executed, written acknowledgement that all of its actual costs and expenses necessarily and otherwise reasonably incurred by NETI in connection with performance of the Work (“**Reimbursable Costs**”) have been paid in full by Developer as contemplated by this Agreement; or (b) the Parties mutually agree in writing to terminate this Agreement, provided that no such termination shall affect or excuse the performance by either Party of its obligations under any provision of this Agreement that, by its terms, survives any such termination.
2. Work. NETI shall use reasonable efforts to perform the Work in accordance with Good Utility Practice. “**Good Utility Practice**” means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision

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was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to refer to acceptable practices, methods, or acts generally accepted in the region in which the Project is located during the relevant time period. Good Utility Practice shall include, but not be limited to, NERC, NPCC, NYISO, and NYSRC criteria, rules, guidelines, and standards, where applicable, and as they may be amended from time to time, including the rules, guidelines, and criteria of any successor organization to the foregoing entities.

3. Changes in Work. Developer may from time to time submit to NETI written requests for changes in the Work. If the Parties mutually agree to a change in the Work, such change will be set forth in a written change order, and the Work schedule shall be extended or otherwise adjusted as agreed by the Parties pursuant to such change order, which shall constitute an amendment to the scope of work set forth in Attachment A hereto. Any additional costs arising from such change shall also be reflected in such change order and will become part of the Reimbursable Costs to be paid by Developer pursuant to this Agreement.
4. Estimate Only; Developer Obligation to Pay NETI Reimbursable Costs. The estimated cost of the Work and any other estimates provided under or in connection with this Agreement or the Work shall not limit Developer's obligation to pay NETI for all Reimbursable Costs. Without limiting the foregoing, Reimbursable Costs shall include the costs and expenses necessarily and otherwise reasonably incurred by NETI for labor (including internal labor), services, materials, contracts, subcontracts, and equipment and other costs and expenses necessarily and otherwise reasonably incurred by NETI in connection with the performance of the Work.
5. Payment. Developer will reimburse NETI for all Reimbursable Costs incurred by NETI in connection with the performance of the Work.
 - a. Within thirty (30) days of the Effective Date, Developer shall provide NETI with a prepayment of Two Hundred Thousand Dollars (\$200,000.00) (the "**Initial Prepayment**"), such amount representing NETI's current estimate of Work to be performed by NETI. Unless it elects to do so in its sole discretion, NETI shall not be obligated to commence any Work under this Agreement prior to NETI's receipt of the Initial Prepayment. The Parties may mutually agree in writing to increase the Initial Prepayment at any time during the term of this Agreement. NETI will endeavor to provide notice to Developer if the Reimbursable Costs are going to meet or exceed the Initial Prepayment. If Reimbursable Costs exceed the Initial Prepayment, NETI shall invoice Developer within thirty (30) days following the end of each calendar month for all excess costs incurred during such preceding month. Developer shall pay all such invoices within thirty (30) days after receipt thereof. NETI shall have the right to suspend Work upon Developer's failure to pay any invoice when due until such time as all outstanding amounts have been paid in full or until the Parties have otherwise come to a mutual written agreement regarding such excess costs.
 - b. Within one hundred and eighty (180) days following the earlier of (i) the completion of the Work, or (ii) the effective early termination date of this Agreement in accordance

with Section 1, NETI shall perform a reconciliation of the total of all Reimbursable Costs to the Initial Prepayment previously paid to NETI by Developer under this Agreement. If the Initial Prepayment is greater than the total of all Reimbursable Costs actually incurred, NETI shall reimburse the difference to GCEDC (the “**Refund Amount**”). The Refund Amount, as applicable, shall be due and payable upon final reconciliation but no later than sixty (60) Days after such reconciliation.

- c. All invoices shall be sent to Developer to the attention of the individual specified below at the address specified in Section 14(b) or to such other individual at such other address as Developer may designate from time to time by written notice to NETI.
 - d. Any payments pursuant to this Section 5 shall be made by wire transfer of immediately-available United States funds to the account or accounts designated by NETI or Developer, as applicable.
6. Developer’s Responsibilities. Developer shall cooperate with NETI as necessary to facilitate NETI’s performance of the Work. NETI will have no responsibility or liability under this Agreement for any delay in the performance of the Work or any defective performance or nonperformance thereof to the extent that such delay in performance, defective performance or nonperformance is caused by the inability or failure of (a) Developer to cooperate with NETI as necessary to facilitate NETI’s performance the Work or to perform any tasks or responsibilities to be otherwise performed or undertaken by Developer under this Agreement or (b) Developer and NETI to reach agreement on any matter requiring their agreement under the terms of this Agreement.
7. Disclaimers. Any warranties provided by original manufacturers, licensors, or providers of material, equipment, services or other items provided or used in connection with the Work, including items incorporated into the Work (collectively, “**Third-Party Warranties**”), are not to be considered warranties of NETI, and NETI makes no representations, guarantees, or warranties as to the applicability or enforceability of any such Third-Party Warranties.
- a. DEVELOPER ACKNOWLEDGES THAT NETI IS NOT IN THE BUSINESS OF PERFORMING DESIGN, ENGINEERING OR CONSTRUCTION SERVICES FOR PROFIT AND IS NOT RECEIVING ANY FEE OR PROFIT (AS CONTRASTED WITH COST REIMBURSEMENT) FOR ITS PERFORMANCE UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE EXCLUSIVE REMEDY GRANTED TO DEVELOPER FOR ANY ALLEGED FAILURE OF NETI TO MEET THE REQUIREMENTS CONTAINED IN THIS AGREEMENT IS TO REQUEST THAT NETI PROMPTLY CORRECT, REPAIR OR REPLACE SUCH DEFECTIVE WORK. NETI MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS AGREEMENT, THE EXISTING FACILITIES, THE NEW FACILITIES, THE PROJECT, OR ANY NETI WORK, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

- b. Notwithstanding any other provision of this Agreement to the contrary, this Section 7 shall survive the termination, cancellation or expiration of this Agreement.
- 8. NETI's Reservation of Certain Rights. NETI reserves all of its rights to intervene, participate and comment in any legal or regulatory proceedings regarding the Project and/or the Work.
- 9. Confidentiality. The Parties agree that this Agreement and the discussions and negotiations contemplated by this Agreement shall be subject to that Confidentiality Agreement, dated August 28, 2025, (the "Confidentiality Agreement") by and between the Parties, and the Parties adopt the provisions and obligations of the Confidentiality Agreement as if it were by and between the Parties hereto.

10. Liability and Indemnification.

- a. To the fullest extent allowed by law, Developer will indemnify, and at NETI's option, defend NETI's employees and representatives (each, individually, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), from and against any and all direct actions, causes of action, claims, demands, damages, judgments, lawsuits, liabilities, liens, losses, penalties, and other costs and expenses (including but not limited to reasonable attorneys' fees and disbursements) of every nature, including but not limited to claims brought by third parties for personal injury and/or property damage (collectively, "**Damages**"), suffered or incurred by any Indemnified Party and caused by, or otherwise arising from, the negligent or unlawful acts, errors, omissions, or intentional misconduct of Developer or any of its "affiliates" (used here and elsewhere in this Agreement as defined by the Securities and Exchange Commission in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) or third-party contractors or any of their respective directors, officers, employees, agents, or other representatives in connection with the performance of this Agreement, except to the extent that such Damages are determined by a court of competent jurisdiction to have been caused by the gross negligence, wanton misconduct, or intentional fraud of NETI or any of its affiliates or contractors or any of their respective directors, officers, employees, agents, or other representatives or any other person or entity for whom or which NETI is legally responsible.
- b. Neither Party shall be liable to the other Party for incidental, indirect, multiple, punitive, or other consequential or special damages (including but not limited to, any loss of property or equipment, loss of profits or revenue, lost market opportunity, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment, including additional expenses incurred in using existing facilities, attorneys' fees and other costs of litigation) in connection with, or related to, this Agreement, including but not limited to damage claims based on causes of action for breach of contract, tort (including negligence), or any other theory of recovery, regardless of whether (i) such damages were reasonably foreseeable or (ii) the

Parties were advised or otherwise aware that such damages might be suffered or incurred.

- c. Notwithstanding any other provision of this Agreement to the contrary, this Section 10 shall survive the termination, cancellation or expiration of this Agreement.

11. Safety. Each Party shall be solely responsible for the safety and supervision of its own employees, representatives and contractors involved with the Work or on the sites where the Work is to be performed (the “**Site(s)**”). Each Party shall comply, and shall require its employees, representatives and contractors involved with the Work to comply, with all applicable federal, state and local health and safety requirements, rules, regulations, laws and ordinances. Developer shall be solely responsible for the maintenance and safety of its Site(s) and shall ensure that they are and remain in compliance with all applicable federal, state and local health and safety requirements, rules, regulations, laws and ordinances.

12. Independent Contractor; No Utility Services. NETI and Developer shall be independent contractors, and neither Party shall be deemed to be an agent of the other Party. This Agreement is not an agreement to provide or take utility services of any kind, including, without limitation, power, interconnection or other electric transmission services.

13. Governing Law. This Agreement is made under, and shall be interpreted, construed, governed, and enforced in accordance with, the laws of the State of New York. Each of the Parties shall submit to the personal jurisdiction of the courts of the State of New York, or the Federal District Court for the Southern District of New York, located in the County of Westchester, as permitted by law, with respect to any matter or dispute arising out of this Agreement. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

14. Miscellaneous

- a. Compliance with Law. Each Party shall comply, and shall ensure that its subcontractors comply, at all times with all applicable federal, state, and local laws, rules, codes, regulations, and ordinances in connection with this Agreement and the performance of the Work. Such compliance shall include, but shall not be limited to, compliance with all applicable wage and hour laws and regulations and all other laws and regulations dealing with, or relating to, the employment of persons and the payment of contributions, premiums, and taxes required by such laws and regulations. Neither Party shall be required to undertake or complete any action or performance under this Agreement that is inconsistent with such Party’s standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, Good Utility Practice or any applicable laws or regulations.

- b. Notice. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, by a national courier service, or if sent by facsimile or email; *provided* that the facsimile or email is promptly confirmed by response of the Party for whom it is intended or written confirmation by a national courier service thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

If to GCEDC:

Genesee County Economic Development Center

Attention: Mark A. Masse

99 MedTech Drive

Suite 106

Batavia, NY 14020

mmasse@gcedc.com

If to NETI:

NextEra Energy Transmission Investments, LLC

700 Universe Boulevard

Juno Beach, FL 33408

Email: NEET-Business-Management.SharedMailbox@nexteraenergy.com

and with a copy to (which shall not constitute notice):

NextEra Energy Transmission, LLC

Attn: Legal Dept.

700 Universe Blvd.: MailStop: UST/JB

Juno Beach, FL 33408

Email: NEET-Legal.SharedMailbox@nexteraenergy.com

- c. Incorporation of Recitals, Schedules and Exhibits. The recitals, schedules, attachments and exhibits referenced in, and attached to, this Agreement are incorporated into, and form an integral part of, this Agreement.
- d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and signature pages hereto by facsimile or other electronic transmission (including but not limited to e-mailed PDF) shall constitute effective execution and delivery of this Agreement by the Parties and shall be deemed to be originals for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including but not limited to e-mailed PDF) shall be deemed to be original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

NextEra Energy Transmission Investments, LLC

By: _____

Name: _____

Title: _____

Date: _____

Genesee County Economic Development Corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A: SCOPE OF WORK TO GCEDC COST REIMBURSEMENT AGREEMENT

NETI's scope of work includes certain preliminary engineering, design, procurement, and project management activities specified in Attachment A to this Agreement related to the preparation of the DA , to, among other things, rebuild and modify assets owned and operated by NETI to support the STAMP Project. NETI shall review the DA and associated documents and work papers in connection with the Project's proposed interconnection with NETI's Transmission Facilities.

NETI services may include but are not limited to:

- Review and provide feedback on **GCEDC / STAMP** engineering, design, procurement specifications, construction oversight and other documents, work papers in connection with Developer's proposed load interconnection.
- Review and provide feedback on DA Connecting Transmission Owner ("**CTO**") Network Upgrade Facilities, Attachment Facilities, CTO System Upgrade Facilities, and CTO Stand Alone System Upgrade Facilities scope of work, responsibilities, milestones, and cost estimates and other work papers in connection with the Developer's Interconnection.
- Participation in Project meetings in person and teleconferences
- Support resolution of Developer, NYISO, or other transmission owner comments

The work contemplated by this Attachment and this Agreement does not include any permitting activities or any construction, relocations, alterations, modifications, or upgrades with respect to any Company, Developer or third party facilities or the Interconnection Project ("**Implementation Work**"), nor does Company make any commitment to undertake such Implementation Work. If the Parties elect, in their respective sole discretion, to proceed with any Implementation Work:

(i) such Implementation Work would be performed pursuant to a separate, detailed, written, and mutually acceptable developer agreement to be entered into by the Parties, the NYPA and National Grid, in accordance with the applicable provisions of the NYISO Open Access Transmission Tariff and (ii) payment of all actual costs incurred by Company or its Affiliates in connection with or related to such Implementation Work shall be the responsibility of Developer and Developer shall reimburse Company for all such costs.

The Company Work may be performed in any order as determined by the Company. For the avoidance of doubt: the Company shall not have any responsibility for seeking or acquiring any real property rights in connection with the Company Work, the Project, the Interconnection Project or this Agreement including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right of way interests. Neither this Agreement nor the Company Work include granting, securing or arranging for Developer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company; any such access rights would be the subject of separate written agreements.

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
REGARDING A FINAL RESOLUTION AND CONSISTENCY DETERMINATION
CONCERNING PROJECT DOUBLE REED AT THE WESTERN NEW YORK SCIENCE
& TECHNOLOGY ADVANCED MANUFACTURING PARK

WHEREAS, the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center ("**GCEDC**" or "**Agency**"), in conjunction with the Genesee Gateway Local Development Corporation ("**GGLDC**"), the non-profit real estate affiliate of the Agency, has been working for more than a decade on the development of the Western New York Science & Technology Advanced Manufacturing Park ("**STAMP**" or the "**Project**"), an advanced manufacturing technology campus on approximately 1,262 acres located on the west side of New York State Route 63/77, approximately five miles north of the I-90/New York State Thruway ("**STAMP Site**") in the Town of Alabama, New York ("**Town**"); and

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "**Enabling Act**") and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "**Act**") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, STREAM U.S. DATA CENTERS, LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "**Company**") submitted an application, including supplemental information and documentation related thereto (collectively, the "**Application**") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "**Project**" or "**Project Double Reed**") consisting of: (i) the retention by the Agency of a leasehold or other interest in approximately 60 acres of real property located at Crosby Road in the Town of Alabama, Genesee County, New York and all other lands in the

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Town of Alabama where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the “**Land**”, being more particularly described as portions of tax parcel Nos. 10.-1-4.112 and 10.-1-3, as may be subdivided); (ii) the planning, design, construction and leasing of three (3) buildings totaling approximately 900,000 square feet to accommodate certain data processing related space, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention and other 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**”); and

WHEREAS, in accordance with Article 8 of the New York State Environmental Conservation Law and the regulations promulgated under Article 8 and set forth at Part 617 of Title 6 of the New York Code of Rules and Regulations (collectively referred to as “**SEQRA**”), the Agency, acting as Lead Agency conducting a coordinated environmental review, issued a resolution dated March 6, 2025 (the “**Consistency Determination**”), which concluded that Project Double Reed is a Future Project Use that will be carried out in conformance with the conditions and thresholds set forth in the STAMP Findings and that all potential impacts associated with Project Double Reed are adequately addressed in the STAMP GEIS and the STAMP Findings, and, accordingly, that no further SEQRA compliance was required; and

WHEREAS, by resolution dated March 6, 2025 (the “**Final Resolution**”) the Agency approved the Application by acknowledging the public hearing held by the Agency on February 3, 2025, appointing the Company as agent of the Agency, authorizing the grant of financial assistance as described therein, and approving the sale of the Land to the Company; and

WHEREAS, following the adoption of the Consistency Determination and Final Resolution, GCEDC received a letter dated August 26, 2025 (the “**Update Letter**”), from the Company, which advised that the Company has identified an opportunity to secure additional capacity and increase the scale of the Project, such that the Project will increase both in terms of power consumption and the useable square footage of the Facility (the “**Revised Project**”); and

WHEREAS, the Company has further advised GCEDC that it intends to submit an amended Application which will identify in greater detail those aspects of the Project which will be changed, such that the Company will not be proceeding with the plans and specifications for the Project as contemplated in the Consistency Determination and Final Resolution; and

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WHEREAS, in light of the Company's decision to amend the Project to expand the Company's investment and bring additional jobs and economic benefits to the community, the Agency believes it appropriate to rescind the Consistency Determination and Final Resolution, as the Proposed Modifications will necessitate the Agency to evaluate the Revised Project pursuant to SEQRA and the Act.

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

Section 1. Based upon the Update Letter, the Agency finds that because the Company will not be proceeding with the plans and specifications for the Project as contemplated in the Consistency Determination and Final Resolution, the Consistency Determination and Final Resolution are moot, as the Project is proposed to be expanded to bring additional investment, jobs, and economic benefits to the community.

Section 2. Based upon the above, the Agency hereby rescinds the Consistency Determination and Final Resolution and any other approvals issued for the Project, such that those resolutions and/or approvals are no longer in force or effect. Upon receipt of an amended Application from the Company, the Agency shall review the Revised Project consistent with the requirements of SEQRA and the Act by treating it as a new application.

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 resolution.

Section 4. This Resolution, which is adopted by a majority vote of the Agency 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 Zelif	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Kathleen Manne	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolution was thereupon duly adopted.

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SECRETARY'S CERTIFICATION
(Stream U.S. Data Centers, 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 September 4, 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

6.2

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Amendment to General Services agreement with CC Environment and Planning

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

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

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

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

Committee Action request: Recommend approval to the full Board the proposal for CC Environment and Planning.

6.3

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CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

August 26, 2025

Genesee County Economic Development Center
Attn: Mark Masse, President and CEO
99 MedTech Drive, Suite 106
Batavia, NY 14020
Via Email: mmasse@gcedc.com

Re: Amendment to STAMP General Environmental Services and Force Main Frac-out Monitoring

Dear Mark:

As discussed, this letter serves as a proposed amendment to the STAMP General Environmental Services and Force Main Frac-out Monitoring contract agreement executed on December 8, 2023 and amended on September 11, 2024, between CC Environment & Planning and Genesee County Economic Development Center (attached for reference).

The amendment reflects a proposal to expand the scope of services and budget for Task 1 to include construction monitoring and oversight as related to possible environmental impacts. Under this task, a CC Environment staff member will visit STAMP weekly to inspect on-going and/or recently completed construction projects to ensure they comply with all applicable environmental permits and regulations and to ensure there are no non-permitted impacts or potential impacts. Any concerns will be relayed immediately to GCEDC, while weekly updates will be given during STAMP Tech Team meetings. Visits will be coordinated with other STAMP-related work, when possible, to ensure efficient use of time. An amended not to exceed budget for Task 1 is \$10,000. This contract continues to be structured as a not to exceed and will be billed based on time and expenses incurred at the rate of the original agreement. This amendment letter does not otherwise alter the purpose or specific provisions of the original agreement.

ACCEPTANCE

The signatures below indicate acceptance of this amendment as stated above.

Sincerely,

Katlyn Hojnacki, Senior Ecologist
CC Environment & Planning

For Genesee County Economic Development Center:

Signature of Authorized Representative

Date

Enclosure

6.3

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CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

August 26, 2024

Genesee County Economic Development Center
Attn: Mark Masse, President and CEO
99 MedTech Drive, Suite 106
Batavia, NY 14020
Via Email: mmasse@gcedc.com

Re: Amendment to STAMP General Environmental Services and Force Main Frac-out Monitoring

Dear Mark:

As discussed, this letter serves as a proposed amendment to the STAMP General Environmental Services and Force Main Frac-out Monitoring contract agreement executed on December 8, 2023, between CC Environment & Planning and Genesee County Economic Development Center (attached for reference).

The amendment reflects a proposal to extend the contract budget to allow work to continue under Task 1 – General Environmental Services for the remainder of 2024. Specific tasks include participation in bi-weekly Tech Team meetings, submittal of pre-construction notifications/joint permit applications for the Crosby Road culvert replacement and Big Water projects, finalization of the Land Management Plan, progress on the Orleans Force Main permit, assistance with Oakfield Force Main permitting, and other environmental review and/or permitting, as necessary. This task is further defined in the original agreement attached. An amended not to exceed budget for Task 1 is \$22,500. No budget changes are proposed for Task 2. This contract continues to be structured as a not to exceed and will be billed based on time and expenses incurred at the rate of the original agreement. This amendment letter does not otherwise alter the purpose or specific provisions of the original agreement.

ACCEPTANCE

The signatures below indicate acceptance of this amendment as stated above.

Sincerely,

Katlyn Hojnacki, Senior Ecologist
CC Environment & Planning

For Genesee County Economic Development Center:

Signature of Authorized Representative

Enclosure

Date

6.3

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CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

November 29, 2023

Genesee County Economic Development Center
Attn: Mark Masse, VPO
99 MedTech Drive, Suite 106
Batavia, NY 14020
Via Email: mmasse@gcedc.com

Re: **STAMP General Environmental Services and Force Main Frac-out Monitoring**

Dear Mark:

I am pleased to submit the following proposal for CC Environment & Planning to provide continued environmental review, planning, and technical support services toward development of STAMP (Science & Technology Advanced Manufacturing Park) in the Town of Alabama, Genesee County, NY. As a member of the STAMP Technical Team since its inception, CC Environment & Planning has the background, project expertise, and relationships to ensure efficient and effective delivery of the services described below.

This Letter Agreement (hereinafter referred to as "Agreement") is a proposal for consulting services by CC Environment & Planning (hereinafter named as "Contractor") for Genesee County Economic Development Center (hereinafter referred to as "Client"). This agreement shall commence upon signature. The following services and terms of the Agreement between the Client and Contractor are as follows:

Scope of Services

1. General Environmental Services: Includes assistance with on- and off-site design review, permitting, and SEQR; other environmental services, as necessary; and participation in STAMP Technical Team meetings.
2. Force Main Frac-out Monitoring: Conduct required monitoring within the 2023 force main frac-out areas in accordance with the monitoring plan approved by USFWS.

Schedule and Fee

Project activities will commence immediately upon receipt of a signed contract through December 2024. This contract is proposed as a time and materials with a not to exceed estimated budget of \$49,300 broken out by tasks below. Invoices will be submitted monthly based on the 2024 rate sheet in Attachment A.

Task 1 – General Env. Services: \$30,800

Task 2 – Frac-out Monitoring: \$18,500

6.3

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Conditions

The Contractor guarantees the quality of this work. Once this offer is accepted payments are to be made at times specified upon presentation of an invoice by Contractor. However, the Client and the Contractor may mutually decide to reschedule, postpone, or delay this project as business needs may suddenly dictate without penalty and without time limit, subject only to mutually agreeable time frames in the future.

Assumptions

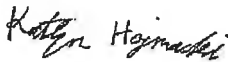
The proposed schedule and fee for this project are based on the following assumptions:

1. The Client and the project team will provide appropriate, timely access to contacts and information and provide requested feedback necessary to complete the scope of services as scheduled.
2. All parties will make every effort to ensure timely answers to questions as related to the scope of services and progress.
3. All parties will inform each other immediately of any unforeseen changes, new developments, or other issues that affect and influence this project so necessary adjustments can be made.
4. Adjustments to the total fee based on unforeseen circumstances, an adjusted timeline, or additional services outside the stated scope will require negotiation and written consent of both parties.

ACCEPTANCE

If this proposal meets with your approval, please countersign below and return one copy for our records. If you have any questions, please contact me. We appreciate the opportunity to provide these services toward the continued development of STAMP.

Sincerely,



Katlyn Hojnacki, Senior Ecologist
CC Environment & Planning

AUTHORIZATION

CC Environment & Planning is hereby authorized by Genesee County Economic Development Center to proceed with the services described herein in accordance with the terms and conditions proposed herein.



Genesee County Economic Development Center

12/8/23

Date

6.3

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CC Environment & Planning

CC ENVIRONMENT & PLANNING BILLING RATES CALENDAR YEAR 2024

Employee Type	Hourly Rate
Principal Ecologist	\$185.00
Senior Environmental Scientist/Planner	\$160.00
Environmental Scientist/Planner	\$130.00
Graphic Designer/GIS Analyst	\$115.00
Environmental Technician	\$95.00
Office/Administrative Assistant	\$80.00
Travel/Materials	At Cost
Outside Contracted Services	Cost plus 10%

6.3

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Cost Reimbursement Agreement with NYPA

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

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

Committee action request: Recommend approval to fund the CRA for an additional \$250,000.