Genesee County Economic Development Center

Genesee County Economic Development Center
Meeting Agenda
Thursday, December 3rd, 2026
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. Discussions regarding proposed, pending or current litigation. 2. 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.	
		1.2 **Enter Public Session**	
	2.0	**Chairperson's Report & Activities**	**4:20pm**
		2.1 Upcoming Meetings:	
		Next Scheduled Board Meeting: Thursday, December 17th at 4 p.m.	
		Employment & Compensation Meeting: Thursday, December 17th at 3 p.m.	
		Audit & Finance Committee Meeting: Tuesday, January 12th at 8:30 a.m.	
		STAMP Committee Meeting: Wednesday, January 13th at 8:00 a.m.	
		Employment and Compensation Meeting: Thursday, January 14th at 3:00 p.m.	
		Board Meeting: Thursday, January 14th at 4:00 p.m.	
2-3		2027 Meeting Calendar	
		2.2 Agenda Additions / Deletions / Other Business ****Vote**	
4-9		2.3 Minutes: October 29, 2026 ****Vote**	
	3.0	**Report of Management –**	**4:25pm**
10-29		3.1 Hecate Energy Cider Solar LLC – Authorizing Assignment Resolution ****Vote –** M. Masse	
30-35		3.2 Rochester Davis Fetch Corp. – Final Resolution – C. Suozzi	
36-37		a. UTEP ****Vote** – C. Suozzi	
38-74		b. Final Resolution ****Vote** – C. Suozzi	
75-80		3.3 Public Outreach Update – J. Krencik	
	4.0	**Audit & Finance Committee – K. Manne**	**4:30pm**
81-121		4.1 Insurance Renewal ****Vote**	
122-125		4.2 October 2026 Financial Statements ****Vote**	
126-133		4.3 Workforce Consultant Contract ****Vote**	
134-135		4.4 2027 Cleaning Services ****Vote**	
136		4.5 New York State Economic Development Council Sponsorship ****Vote**	
	5.0	**Governance & Nominating Committee – C. Yunker**	**4:35pm**
		5.1 Nothing at this time.	
	6.0	**STAMP Committee – P. Zeliff**	**4:35pm**
137		6.1 Retainer for Mediator ****Vote**	
	7.0	**Employment & Compensation Committee – M. Gray**	**4:35pm**
		7.1 Nothing at this time.	
	8.0	**Housing Committee – J. Tretter**	**4:35pm**
		8.1 Nothing at this time.	
	9.0	**Other Business**	**4:35pm**
		9.1 Nothing at this time.	
	10.0	**Adjournment**	**4:35pm**

GCEDC/GGLDC 2027 Meeting Schedule

JANUARY

Tuesday, January 12, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, January 13, 2027	GCEDC STAMP Committee	8am
Thursday, January 14, 2027	GCEDC Employment & Compensation Committee	3pm
Thursday, January 14, 2027	**GCEDC/GGLDC Board Meeting**	**4pm**

FEBRUARY

Tuesday, February 2, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, February 3, 2027	GCEDC STAMP Committee	8am
Thursday, February 4, 2027	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, February 4, 2027	**GCEDC/GGLDC Board Meeting**	**4pm**

MARCH

Tuesday, March 2, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, March 3, 2027	GCEDC STAMP Committee	8 am
Thursday, March 4, 2027	**GCEDC/GGLDC Board Meeting**	**4pm**
Wednesday, March 24, 2027	GCEDC STAMP Committee	8am – Adj. per below
Thursday, March 25, 2027	GCEDC/GGLDC Audit & Finance Committee	3pm – Audit & PARIS 3/31 deadline
Thursday, March 25, 2027	**GCEDC/GGLDC Board Meeting**	**4pm** – Audit & PARIS 3/31 deadline

APRIL

Friday, April 23, 2027	**Stakeholder Luncheon**

MAY

Tuesday, May 4, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, May 5, 2027	GCEDC STAMP Committee	8am
Thursday, May 6, 2027	GCEDC Employment & Compensation Committee	2pm
Thursday, May 6, 2027	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, May 6, 2027	**GCEDC/GGLDC Board Meeting**	**4pm**

JUNE

Tuesday, June 1, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, June 2, 2027	GCEDC STAMP Committee	8am
Thursday, June 3, 2027	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, June 3, 2027	**GCEDC/GGLDC Board Meeting**	**4pm**
Tuesday, June 29, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, June 30, 2027	GCEDC STAMP Committee	8am

JULY

Thursday, July 1, 2027	**GCEDC/GGLDC Board Meeting**	**4pm**

AUGUST

Tuesday, August 3, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am – GCEDC Budget Workshop
Wednesday, August 4, 2027	GCEDC STAMP Committee	8am
Thursday, August 5, 2027	GCEDC Employment & Compensation Committee	2pm
Thursday, August 5, 2027	**GCEDC/GGLDC Board Meeting**	**3pm** - Glow Corporate Cup
Tuesday, August 31, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am – GCEDC Draft Budget Review

SEPTEMBER

Wednesday, September 1, 2027	GCEDC STAMP Committee	8am
Thursday, September 2, 2027	**GCEDC/GGLDC Board Meeting**	**4pm**

OCTOBER

Tuesday, October 5, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am – GGLDC Budget Workshop
Wednesday, October 6, 2027	GCEDC STAMP Committee	8am
Thursday, October 7, 2027	**GCEDC/GGLDC Board Meeting**	**4pm**
Tuesday, October 26, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am – GGLDC Draft Budget Review
Wednesday, October 27, 2027	GCEDC STAMP Committee	8am
Thursday, October 28, 2027	GCEDC Employment & Compensation Committee	3pm -
Thursday, October 28, 2027	**GCEDC/GGLDC Board Meeting**	**4pm** – 11/2 Budget Deadline

NOVEMBER

Tuesday, November 2, 2027	GCEDC Employment & Compensation Committee	8:30am
Tuesday, November 30, 2027	GCEDC/GGLDC Audit & Finance Committee	8:30am

DECEMBER

Wednesday, December 1, 2027	GCEDC STAMP Committee	8am
Thursday, December 2, 2027	GCEDC Employment & Compensation Committee	3pm
Thursday, December 2, 2027	**GCEDC/GGLDC Board Meeting**	**4pm**
Thursday, December 16, 2027	GCEDC Employment & Compensation Committee	3pm
Thursday, December 16, 2027	**GCEDC/GGLDC Board Meeting**	**4pm**

DRAFT

Genesee County Economic Development Center

Power People Incentives

GCEDC Board Meeting
Thursday, October 29, 2026
Location: 99 MedTech Drive, Innovation Room
4:00 PM

GCEDC MINUTES

Attendance

Board Members:	K. Manne, C. Kemp, M. Gray, L. Mancuso, J. Tretter
Staff:	M. Masse, L. Farrell, K. Galdun, C. Suozzi, J. Krencik, P. Heimlich
Guests:	D. Cunningham (GGLDC Board Member), M. Brooks (GGLDC Board Member), P. Battaglia (GGLDC Board Member), T. Klapper (GGLDC Board Member), G. Torrey (GGLDC Board Member), S. Maier (Harris Beach), R. Gaenzle (Harris Beach), E. Borek (Phillips Lytle – Video Conference), A. Walters (Phillips Lytle), J. Sabo (Couch White – Video Conference), R. Crossen (Town of Alabama Supervisor) B. Clark (Community Member), K. Grazioplene (Community Member), D. Pierce (Community Member)
Absent:	C. Yunker, P. Zeliff

1.0 Call to Order

M. Gray called the meeting to order at 4:02 p.m. in the Innovation Zone.

1.1 Enter Executive Session

J. Tretter made a motion to enter executive session under the Public Officers' Law Article 7, Open Meetings Law Section 105, at 4:03 p.m. for the following reasons:

1. Discussions regarding proposed, pending, or current litigation.
2. 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.

The motion was seconded by K. Manne and approved by all members present.

C. Kemp joined the meeting at 4:11 p.m.

E. Borek left the meeting at 4:13 p.m.

1.2 Enter Public Session

L. Mancuso made a motion to enter back into public session at 4:36 p.m., seconded by J. Tretter and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Employment & Compensation Committee Meeting: Tuesday, December 3 at 3:00 p.m.
Next Scheduled Board Meeting: Thursday, December 3rd at 4:00 p.m.
Audit & Finance Committee Meeting: Tuesday, December 1st at 8:30 a.m.
STAMP Committee Meeting: Wednesday, December 2nd at 8:00 a.m.
Employment & Compensation Committee Meeting: Tuesday, November 3rd at 8:30 a.m.

L. Farrell noted that the 2027 DRAFT Meeting Schedule should have been included in the GGLDC Meeting Materials as well.

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

2.3 Minutes: October 1, 2026

K. Manne made a motion to accept the October 1, 2026 minutes as presented; the motion was seconded by L. Mancuso. Roll call resulted as follows:

P. Zeliff -	Absent	C. Yunker -	Absent
K. Manne -	Yes	C. Kemp -	Yes
L. Mancuso -	Yes	M. Gray -	Yes
J. Tretter -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 Excelsior Energy Center, LLC – Authorizing Resolution – This resolution was before the Board at the August 6th, 2026 meeting and was tabled until further information was obtained. After going back to the company seeking clarification, they are now requesting removal of the parcel that contains the substation. This parcel will be dedicated over to the New York Power Authority.

Resolution No. 10/2026 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING THE AMENDMENT OF THE LEASE AGREEMENT AND LEASEBACK AGREEMENT (TOGETHER WITH ANY OTHER RELATED DOCUMENTS) BY MODIFYING THE LEGAL DESCRIPTION CONSTITUTING THE LEASED PREMISES, AND TO EXECUTE AND DELIVER RELATED DOCUMENTS.

J. Sabo from Couch White stated that they will be coming back to the Board, after construction, to request updates to the boundaries of the project as well.

M. Gray asked if the transfer had already taken place of which J. Sabo responded that it had.

When asked, M. Masse confirmed that descriptions of projects have been changed in the past.

L. Mancuso made a motion to approve the Authorizing Resolution #10/2026-01 as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:

P. Zeliff -	Absent	C. Yunker -	Absent
K. Manne -	Yes	C. Kemp -	Yes
L. Mancuso -	Yes	M. Gray -	Yes
J. Tretter -	Yes		

The item was approved as presented.

3.2 Leatherleaf Solar, LLC – Sales Tax Exemption Extension – This project was originally approved in 2024, and a transfer of ownership had been done since the approval. They are now ready to start construction and are requesting an extension of the sales tax exemption and postponement of the PILOT payment schedule. Given that the PILOT payments had already been included in the local municipality's budgets, they were told that was not feasible. They have amended their request to include the extension of the sales tax exemption and would like the Board to consider their request.

M. Masse stated that generally, when these requests are made, if they have not exceeded the original amount approved, it is handled administratively by staff and does not require Board approval. Given the Board's position on solar, M. Masse felt it appropriate to bring it forward for consideration.

After brief discussion, it was determined more time was needed to consider the request.

M. Gray made a motion to table item 3.2 Sales Tax Exemption Extension for Leatherleaf Solar, LLC as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Zeliff -	Absent	C. Yunker -	Absent
K. Manne -	Yes	C. Kemp -	Yes
L. Mancuso -	Yes	M. Gray -	Yes
J. Tretter -	Yes		

The item was approved as presented.

R. Gaenzle left the meeting at 4:46 p.m.

3.3 Public Outreach Update –

1. Regional Partnerships: GCEDC President and CEO Mark Masse, along with GCC President Dr. Craig Lamb and County Legislature Chairman Christian Yunker welcomed the Finger Lakes Regional Economic Development Council (FLREDC) to GCC on October 20th.

   The REDC and public attendees were briefed on the GCEDC's investments in housing, workforce development, manufacturing, and the semiconductor industry.

2. Edwards Vacuum: As Edwards Vacuum ramps up production and hiring, the GCEDC highlighted milestones to our audience on LinkedIn.

   In October, the Ganymede semiconductor dry pump that will be manufactured at STAMP was featured at the SEMICON West semiconductor industry trade show in California. The event promoted STAMP's role in the next generation equipment's manufacturing.

3. GLOW With Your Hands: In September, GLOW With Your Hands welcomed over 1,000 students to experience hands-on career exploration with 65 employers and training programs.

   The GLOW With Your Hands program is on pace to reach 10,000 student participants in 2027. The GCEDC's engagement with local companies continues to grow the effectiveness of these programs.

R. Gaenzle rejoined the meeting at 4:48 p.m.

4.0 Audit & Finance Committee

4.1 September 2026 Financial Statements – L. Farrell reviewed the significant items of the September 2026 financial statements.

- Most activity for the month of September was normal monthly activity.
- Expenditures are in line with where they are expected to be with the budget.

This was recommended by Committee for approval.

K. Manne made a motion to approve the September 2026 Financial Statements as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:

P. Zeliff -	Absent	C. Yunker -	Absent
K. Manne -	Yes	C. Kemp -	Yes
L. Mancuso -	Yes	M. Gray -	Yes
J. Tretter -	Yes		

The item was approved as presented.

4.2 12/31/26 Audit Services – In 2022, the GCEDC and its affiliated corporations issued a joint Request for Proposals (RFP) for Professional Auditing Services. The RFP requested services for three audit years from January 1, 2022 to December 31, 2024, with an option of contracting for an additional two years (2025-2026). The Board approved a 3-year engagement with Mostert, Manzanero & Scott, LLP. L. Farrell noted that the fee for 2026 audit services per the proposal will be the same as the previous year of $11,000 with the single audit option costing an additional $2,500 if needed.

L. Farrell stated she did not feel a single audit was necessary but stated that they always include it in the engagement letter in case we needed it.

This was recommended by Committee for approval.

K. Manne made a motion to approve the 12/31/26 Audit Services as presented; the motion was seconded by L. Mancuso. Roll call resulted as follows:

P. Zeliff -	Absent	C. Yunker -	Absent
K. Manne -	Yes	C. Kemp -	Yes
L. Mancuso -	Yes	M. Gray -	Yes
J. Tretter -	Yes		

The item was approved as presented.

4.3 GCEDC 1+3 Budget – The 2027 Budget was approved at the last Board meeting. The budget was then extended for another 3 years. The 1+3 Budget must be entered into the NYS Public Authorities Reporting Information System (PARIS) online. It was noted that most line items show a 3% increase year over year.

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

This was recommended by the Committee for approval.

K. Manne made a motion to approve the GCEDC 1+3 Budget for as presented; the motion was seconded by L. Mancuso. Roll call resulted as follows:

P. Zeliff -	Absent	C. Yunker -	Absent
K. Manne -	Yes	C. Kemp -	Yes
L. Mancuso -	Yes	M. Gray -	Yes
J. Tretter -	Yes		

The item was approved as presented.

6.0 STAMP Committee – P. Zeliff

6.1 Deposit With RG&E – The GCEDC approved a Letter of Intent (LOI) with RG&E at the June 4th Board meeting. That LOI's scope of work is for the improvements at an RG&E owned substation as described in the SIS study completed by the NYISO for the second 300 mw request for the STAMP site. The first $500,000 milestone payment was approved by the Board on August 6th, 2026. This deposit is the second milestone payment towards that work.

Fund Commitment: $500,000.

Board Action Request: Approval of the deposit.

Due to the lack of a quorum, the Committee was unable to meet, therefore the item was not recommended by the Committee.

M. Gray made a motion to approve the second milestone deposit payment of $500,000 with RG&E as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Zeliff -	Absent	C. Yunker -	Absent
K. Manne -	Yes	C. Kemp -	Yes
L. Mancuso -	Yes	M. Gray -	Yes
J. Tretter -	Yes		

The item was approved as presented.

7.0 Employment & Compensation – M. Gray

7.1 Nothing at this time.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, J. Tretter made a motion to adjourn at 4:51 p.m., which was seconded by K. Manne and passed unanimously.

mas
11/24/26

ASSIGNMENT AUTHORIZING RESOLUTION
(Hecate Energy Cider Solar LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, December 3, 2026.

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

Resolution No. 12/2026 - __

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AUTHORIZING THE PROPOSED ASSIGNMENT/TRANSFER OF MEMBERSHIP INTERESTS IN CERTAIN UPSTREAM ENTITIES OF THE COMPANY PURSUANT TO AN ASSIGNMENT AND CONSENT AGREEMENT; AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING 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, (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 promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, research, and recreational facilities as authorized by the Act, and in connection therewith to issue its revenue bonds, and/or enter into straight lease transactions and provide other forms of financial assistance; and

WHEREAS, pursuant to a certain Final Resolution adopted by the Agency on December 1, 2022 (the "Project Authorizing Resolution"), the Agency appointed **HECATE ENERGY CIDER SOLAR LLC** (the "Company") as its agent to undertake a certain project (the "Project") consisting of: (i) the acquisition by the Agency of an interest in the Company's fee, leasehold, and easement interests in certain parcels of land located in the Town of Elba and the Town of Oakfield, Genesee County, New York (the "Land", being more particularly described in Exhibit A attached hereto); (ii) the planning, design, construction and operation of a 500MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in furtherance of the Project, and in accordance with the Project Authorizing Resolution, the Agency and the Company entered into a Straight Lease Transaction, as defined pursuant to the Act, which included the following documents and agreements: (i) that certain Project Agreement (the "Project Agreement"), (ii) that certain Lease Agreement, a memorandum of which was recorded in the Office of the Genesee County Clerk on September 19, 2024 at

Instrument Number DE2024-1389 (the "Lease Agreement"), (iii) that certain Leaseback Agreement, a memorandum of which was recorded in the Office of the Genesee County Clerk on September 19, 2024 at Instrument Number DE2024-1390 (the "Leaseback Agreement"), (iv) that certain Tax Agreement (the "Tax Agreement"), (v) that certain Environmental Compliance and Indemnification Agreement (the "Environmental Compliance Agreement"); (vii) that certain PILOT Mortgage being recorded in the Office of the Genesee County Clerk on September 19, 2024 at Instrument Number MTG2024-1072 and (viii) related documents (collectively, the "Project Documents"); and

WHEREAS, at the time of closing of the Straight Lease Transaction, the Company was wholly owned and controlled, by and through certain upstream entities, by Greenbacker Renewable Energy Company LLC (the "Original Company Parent"); and

WHEREAS, the Company has advised the Agency that the Original Company Parent and Monarch Merger Sub, LLC or a related affiliate thereof ("Merger Sub", as owned and controlled by MN8 Energy Holdings LLC) will merge with the Original Company Parent (the "Merger") and has requested the Agency's consent in connection therewith; and

WHEREAS, the Merger requires Agency written consent pursuant to Section 6.3 of the Leaseback Agreement; and

WHEREAS, the Agency desires to authorize the Merger, all pursuant to the terms and conditions of this resolution and a certain Assignment and Consent Agreement to be executed by the Company, Original Company Parent and Merger Sub (herein, the "Assignment and Consent Agreement").

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 Agency hereby consents to, authorizes and approves the Merger, all pursuant to the terms and conditions of this resolution and the Assignment and Consent Agreement to be executed by the Company, Original Company Parent and Merger Sub. The foregoing authorizations shall be memorialized within the Assignment and Consent Agreement.

Section 2. Subject to (i) the Company's payment of all costs and fees associated with undertaking the Merger, and (ii) the Company, Original Company Parent and Merger Sub executing the Assignment and Consent Agreement, the Chairman, Vice Chairman, and/or President/CEO of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment and Consent Agreement and other related documents necessary to effectuate the foregoing in forms thereof approved by the Chairman, Vice Chairman, and/or President/CEO and counsel to the Agency with such changes (including without limitation any change in the dated date of such documents), variations, omissions and insertions as the Chairman, Vice Chairman, and/or President/CEO shall approve. The execution of the foregoing documents by the Chairman, Vice Chairman, and/or President/CEO of the Agency shall constitute conclusive evidence of such approval.

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

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

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

	Yea	***Nay***	***Absent***	***Abstain***
Peter Zeliff	[ ]	[ ]	[ ]	[ ]
Matthew Gray	[ ]	[ ]	[ ]	[ ]
Jonathan Tretter	[ ]	[ ]	[ ]	[ ]
Craig Yunker	[ ]	[ ]	[ ]	[ ]
Kathleen Manne	[ ]	[ ]	[ ]	[ ]
Laurie Mancuso	[ ]	[ ]	[ ]	[ ]
Chandy Kemp	[ ]	[ ]	[ ]	[ ]

The resolutions were thereupon duly adopted.

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 foregoing extract of the 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 December 3, 2026, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same relates 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 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 seal of said Agency this __ day of _____, 2026.

_____
Secretary

[SEAL]

BARCLAY DAMON LLP

Matthew S. Moses
Partner

November 19, 2026

VIA ELECTRONIC MAIL (mmasse@gcedc.com)

Genesee County Industrial Development Agency
d/b/a Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, New York 14020-3141
Attn: President/CEO

Re: GCEDC/Cider Solar Project
Consent Request for Change of Control.

Dear Mr. Masse:

Reference is made to that certain Leaseback Agreement, dated as of September 13, 2024 (the "Agreement"), by and between the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center ("Agency") and Hecate Energy Cider Solar LLC ("HECS LLC"). Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

Greenbacker Renewable Energy Company LLC, a Delaware limited liability company (the "Company"), has entered into a definitive merger agreement with MN8 Energy Holdings LLC, MN8 Energy LLC ("MN8"), Monarch Merger Sub, LLC ("Merger Sub"), and the other parties thereto, pursuant to which Merger Sub will merge with and into the Company, with the Company continuing to survive as the surviving entity and becoming a wholly owned subsidiary of MN8 (the "Transaction").

MN8 is a leading independent power producer with both the financial wherewithal and technical capability to own and operate the Project. MN8 is a Goldman Sachs company and an experienced owner and operator of utility-scale renewable generation projects, with over 4 GW of operating solar and storage projects across the United States. Following consummation of the Transaction, MN8 will either implement its own developed processes or continue to rely on effective O&M processes already in place.

Upon the consummation of the Transaction, MN8 will indirectly own one hundred percent (100%) of the equity interests of HECS LLC. Attached hereto are pre- and post-Transaction organizational charts for the Agency's review. No change in operations of HECS LLC will occur as a result of the Transaction. The Transaction constitutes a Change of Control as defined in the

Agreement, for which HECS LLC must obtain the written consent of the Agency pursuant to Section 6.3(a) of the Agreement.

In connection with the Transaction, we respectfully request that you countersign this letter in the space provided below. By countersigning below, you hereby consent to the consummation of the Transaction and waive any restrictions, covenants or events of default under the Agreement, the Tax Agreement by and between the Agency and HECS LLC dated as of September 13, 2024, and the Project Agreement by and between the Agency and HECS LLC dated as of September 13, 2024, that would be triggered by or otherwise restrict the consummation of the Transaction, including, without limitation, pursuant to Section 6.3(a) of the Agreement.

We ask that you please confirm your acknowledgement and agreement with the foregoing by countersigning this letter where indicated below and returning it via email to legal@greenbackercapital.com and mmoses@barclaydamon.com. We would appreciate receiving your countersigned letter as soon as possible, as the targeted closing date for the Transaction is December 1, 2026.

Please feel free to contact me if you have any questions or if you wish to further discuss.

Very truly yours,

Matthew S. Moses

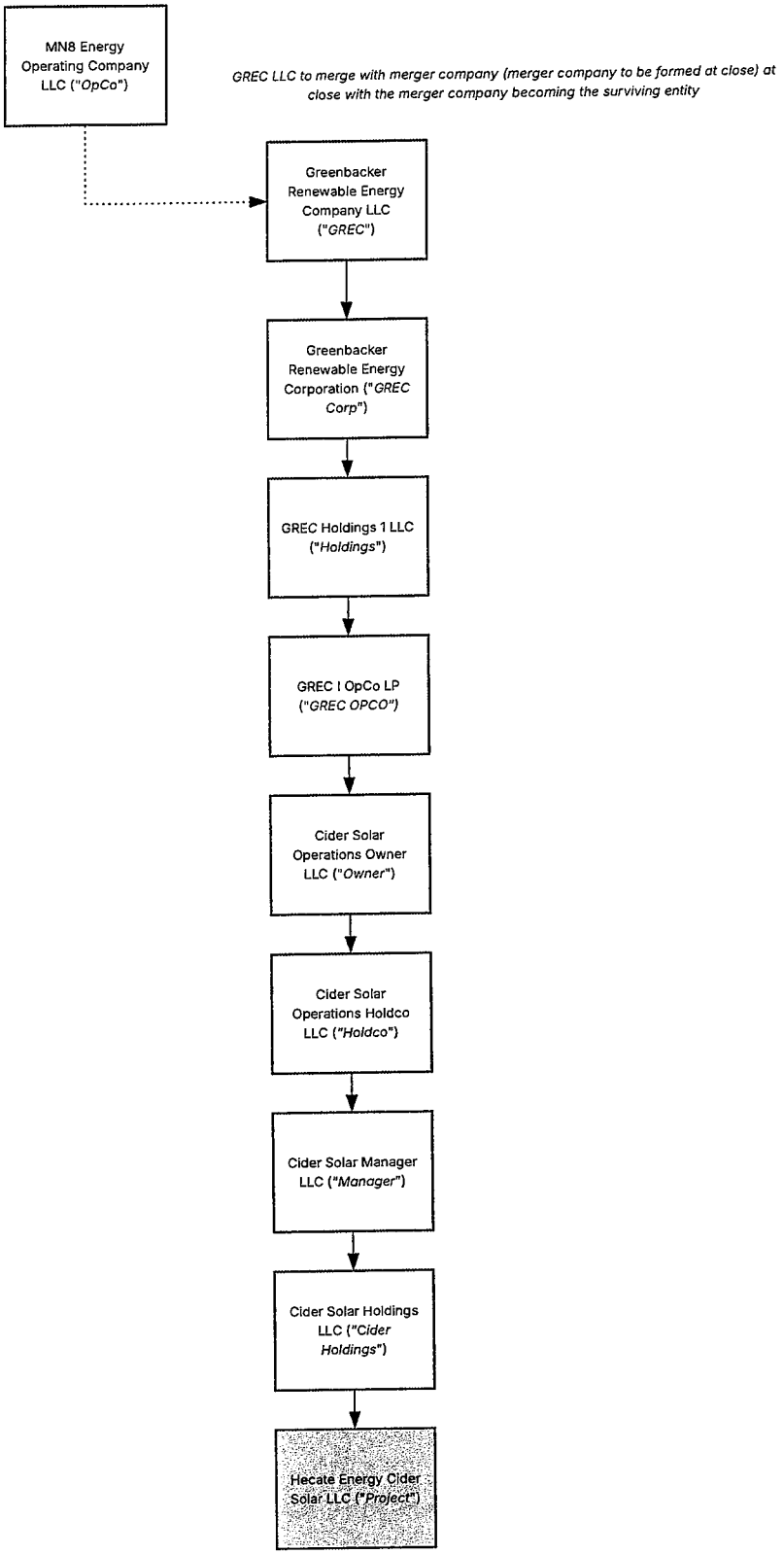
IN WITNESS WHEREOF, the undersigned authorized signatory hereby acknowledges and agrees to the consents, acknowledgements and waivers contained herein, and all other terms and conditions set forth in this letter as of the date first written above.

Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center

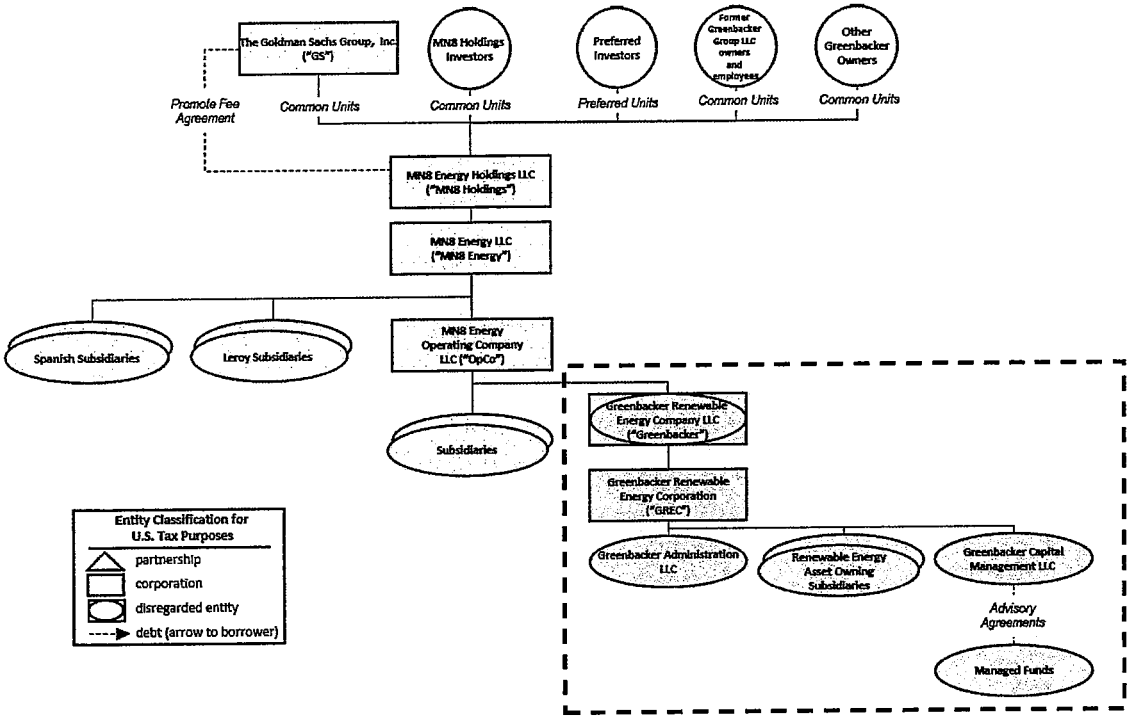
By: _____
Mark Masse
President/CEO

c: Russell Gaenzle, Esq. (via email)
Stephen Maier, Esq. (via email)

PRE- AND POST- TRANSCTION ORGANIZATIONAL CHARTS


MN8 Energy Operating Company LLC ("OpCo")
GREC LLC to merge with merger company (merger company to be formed at close) at close with the merger company becoming the surviving entity
Greenbacker Renewable Energy Company LLC ("GREC")
Greenbacker Renewable Energy Corporation ("GREC Corp")
GREC Holdings 1 LLC ("Holdings")
GREC I OpCo LP ("GREC OPCO")
Cider Solar Operations Owner LLC ("Owner")
Cider Solar Operations Holdco LLC ("Holdco")
Cider Solar Manager LLC ("Manager")
Cider Solar Holdings LLC ("Cider Holdings")
Hecate Energy Cider Solar LLC ("Project")

Greenbacker Renewable Energy Corp. to Remain Intact Following Merger with MN8



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STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

At a session of the Public Service Commission held in the City of New York on November 19, 2026

COMMISSIONERS PRESENT:

Rory M. Christian, Chair
James S. Alesi
David J. Valesky
John B. Maggiore
Uchenna S. Bright
Denise M. Sheehan
Radina R. Valova

CASE 26-E-0542 - Joint Petition of Greenbacker Renewable Energy Company LLC, Monarch Merger Sub, LLC, MN8 Energy Holdings LLC, and MN8 Energy LLC for a Declaratory Ruling that no Further Review Is Required or, in the Alternative, an Order Authorizing the Transfer Pursuant to New York Public Service Law Section 70.

DECLARATORY RULING ON TRANSFER TRANSACTION

(Issued and Effective November 23, 2026)

BY THE COMMISSION:

INTRODUCTION

In a petition filed on August 10, 2026 (the Petition), Greenbacker Renewable Energy Company LLC (Greeenbacker or Seller), and Monarch Merger Sub, LLC (Merger Sub), MN8 Energy Holdings LLC (MN8 Holdings), and MN8 Energy LLC (MN8 Energy, and together with MN8 Holdings and Merger Sub, MN8 or the Buyer) (collectively, with Seller, Petitioners), seek a declaratory ruling from the Public Service Commission (Commission) that a proposed transfer of the upstream ownership interests in Hecate Energy Cider Solar LLC (Cider Solar or Project Company) from Seller to Buyer (the Proposed Transfer) does not require further

review under Section 70 of the Public Service Law (PSL). In the alternative, Petitioners request that the Commission approve the Proposed Transfer under PSL §70.

Pursuant to the Commission's Rules of Procedure, 16 NYCRR §8.2(c), responses to the Petition were due within a 21-day period, which expired August 31, 2026. No comments were received. As discussed below, the Commission finds that the Petitioners have satisfied the presumption established in the Wallkill Order and its progeny (Wallkill Presumption) by demonstrating that the proposed upstream transfers of ownership interests in Cider Solar would not present an ability to exercise horizontal or vertical market power or otherwise harm captive ratepayer interests. Accordingly, no further review of the Proposed Transfer is required pursuant to PSL §70.

THE PETITION

Seller and Project Company

Greenbacker, a Delaware company, owns approximately 675 megawatts (MW) of installed capacity in the New York Independent System Operator, Inc. (NYISO) region, 303 MW in the Independent System Operator New England, Inc.[1] (ISO-NE) region, and 165 MW in PJM Interconnection, LLC (PJM). Other than as described herein, Greenbacker nor its affiliates directly own or control any direct interests in electric transmission facilities in New York, except for the limited infrastructure needed to interconnect generators to the grid. Additionally, neither Greenbacker nor its affiliates directly own any gas facilities or other inputs to power generation within the New York Control Area (NYCA).

[1] Cider Solar's project, a 500 MW solar facility, is included in Greenbacker's generating capacity in the NYISO region.

Cider Solar is developing a 500 MW solar facility under construction in the Towns of Elba and Oakfield, Genesse County, New York. Cider Solar was formed by Hecate Energy LLC and transferred to Greenbacker in 2022. On July 25, 2022, the Office of Renewable Energy Siting (ORES) issued a siting permit for Cider Solar's proposed project. On December 16, 2022, the Commission granted Cider Solar a Certificate of Public Convenience and Necessity pursuant to PSL §68, along with a lightened regulatory regime in relation to its ownership and operation of the project. Construction of the Cider Solar project began in November 2024. Neither Cider Solar, nor any other Greenbacker entity, owns, operates, or manages transmission or energy storage facilities in New York beyond what is used for interconnection.

Buyer

MN8 Energy is described as an experienced owner and operator of utility scale renewable energy assets, with a portfolio of over 4,000 MW of operating solar and battery storage projects across 28 states and the District of Columbia. Following a series of restructuring steps prior to the Proposed Transfer, MN8 Energy will be a wholly owned subsidiary of MN8 Holdings.

Goldman Sachs RP Holdings LLC (GSRP) holds 3.6% of the interest in MN8 Holdings and is entitled to appoint one of MN8 Energy's ten board members. GSAM Holdings LLC (GSAM) directly holds 98% of the interests in GSRP and is the managing member of GSRP. GSAM is also the general partner of Goldman Sachs Asset Management, L.P., which holds the remaining 2% of the interests in GSRP. The Goldman Sachs Group, Inc. (GS Group) is the sole member of GSAM. GS Group, a Delaware limited liability company and bank holding company under the Bank Holding Company Act, is a publicly traded entity on the New York Stock Exchange. GS

Group's issued shares are widely distributed to investors, and to the best of Petitioners' knowledge, no such investors, directly or indirectly, own 10% or more of the outstanding voting interests in GS Group. The remaining 96.4% of MN8 Holding's interests are passive non-managing interests held by former GS Group employees and third-party investors, none of which confer control.

MN8 Holdings manages and controls MN8 Energy and directly owns approximately 85% of the ownership interests in MN8 Energy. The remaining, approximately 15%, ownership interests are held directly by the owners of MN8 Energy's Series A Preferred Units (Preferred Units), owned by Mercuria Clean Energy Investments BV (Mercuria) and WSI Fund II Holdings, LP (WSI Fund II Holdings, together with Mercuria, Preferred Investors).

MN8 Energy owns 42 solar generating facilities with a total of approximately 198 MW of installed capacity in New York, 680 MW of solar generating capacity in PJM, and 153 MW of solar generating capacity in ISO-NE. Neither MN8 Holdings nor its affiliates own or control any interest in electric transmission facilities, other than limited facilities needed to interconnect to the grid. MN8 Holdings does not own or control any inputs to electric power production or serve captive retail customers.

Proposed Transfer

Pursuant to a merger agreement, Merger Sub would merge into Greenbacker, Greenbacker would survive as an indirect subsidiary of MN8 Holdings, and MN8 Energy would become the ultimate indirect owner of Cider Solar.

Petitioners assert that the Proposed Transfer satisfies the requirements of the Wallkill Presumption in that there is no potential for the exercise of market power or for other harm to the interests of captive New York ratepayers.

MN8 Energy and its subsidiaries currently own or control approximately 197 MW of generation in the NYISO markets. Following the Proposed Transfer, MN8 Energy's total installed capacity would rise to approximately 873 MW. This would represent approximately 2.3% of summer installed capacity and approximately 2.2% of winter installed capacity. Petitioners asserts that this de minimus share is below market share concentrations that the Commission has ruled would not raise horizontal market power concerns. Petitioners further note that MN8 Energy's portfolio would be comprised entirely of intermittent, non-dispatchable, resources, and therefore, its ownership interests on a capacity factor basis are a smaller percentage of the overall New York fleet. Further, the Proposed Transfer would not present an opportunity for Petitioners to leverage the renewable generation owned in ISO-NE and PJM to manipulate prices in New York. Additionally, Cider Solar has a contract from the New York State Energy Research and Development Authority, and its actions would remain subject to consideration thereunder.

Regarding vertical market power, neither MN8 Energy nor its affiliates control any direct interest in electric transmission facilities in the NYCA, except for limited infrastructure to connect to the grid. Additionally, neither MN8 Holdings nor its affiliates would own or control any gas facilities, or any other inputs to power generation within the NYISO market. As such, the Proposed Transfer would not raise vertical market power concerns.

Regarding the interests of captive ratepayers, Cider Solar would act as a merchant generator and would not hold a franchise for any defined service territory and would not serve captive ratepayers. Therefore, the Proposed Transfer would not

harm the interests of ratepayers. As such, Petitioners assert that the Proposed Transfer satisfies the Wallkill Presumption.

LEGAL AUTHORITY

Pursuant to PSL §70, the Commission must review and approve proposed transfers of ownership interests in jurisdictional facilities and properties. These review processes have been adapted over time to accommodate lightened ratemaking regulation policies. Entities subject to lightened regulation operate in competitive markets and, therefore, must support PSL §70 transfer requests with a demonstration under the Wallkill Presumption that the transaction would not present an opportunity to exercise either horizontal or vertical market power, or otherwise harm the interests of captive ratepayers of fully regulated utilities.[2]

The Commission is authorized to issue a declaratory ruling with respect to (i) the applicability of any rule or statute enforceable by it to any person, property, or state of facts, and (ii) whether any action by it should be taken pursuant to a rule. The Commission also may decline to issue such a declaratory ruling. This authority is expressly established by State Administrative Procedure Act §204 and governed by the Commission's Rules of Procedure, contained in 16 NYCRR Part 8, implementing that statute.

Declaratory rulings involving interpretations of existing statutes, rules, or regulation are not "actions" within the meaning of the State Environmental Quality Review Act (SEQRA) and its implementing regulations and, therefore, they

[2] See, e.g., Wallkill Order, p. 9; see also Carr Street Order, p. 8.

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may be issued without further SEQRA review.[3] The declaratory relief requested in the Petition falls within the ambit of the statute and regulations authorizing issuance of a declaratory ruling.

DISCUSSION AND CONCLUSION

Proposed Transfer

Under the Wallkill Presumption, regulation under PSL §70 will not adhere to the transfer of ownership interests in entities upstream from a New York competitive electric generation subsidiary, unless there is a potential for harm to the interests of captive utility ratepayers sufficient to override the presumption, or the potential for the exercise of market power arising out of an upstream transfer. For purposes of the Proposed Transfer outlined above, the Petitioners have satisfied the Wallkill Presumption by demonstrating that the Proposed Transfer will not present an ability to exercise horizontal or vertical market power, or any potential harm to captive utility ratepayers.

As noted in the Petition and described above, the Proposed Transfer involves Merger Sub merging into Greenbacker, Greenbacker surviving as an indirect subsidiary of MN8 Holdings, and MN8 Energy becoming the ultimate indirect owner of Cider Solar. Following the Proposed Transfer, MN8 Energy will control 873 MW of generation capacity in New York State (i.e., the 675 MW owned by Greenbacker combined with the 198 MW owned by MN8 Energy). This represents approximately 2.3% of the Summer 2026 NYCA installed generating capacity of 37,420 MW and approximately 2.2% of the Winter 2026 installed generating

[3] 6 NYCRR §617.5(c)(37) (defining "interpretation[s] of an existing code, rule or regulation," as Type II actions not subject to review under SEQRA).

capacity of 39,662 MW.[4] This level of generation is insufficient to present an opportunity to exercise horizontal market power.[5]

Additionally, the Proposed Transfer does not present a vertical market power risk. Neither MN8 Energy, nor its affiliates, own transmission facilities, except the limited transmission needed to interconnect to the grid. Further, neither MN8 Holdings nor its affiliates will own or control any gas facilities, or any other inputs to power generation in the NYISO market.

Finally, the Proposed Transfer will not harm the interests of captive New York ratepayers. Cider Solar will act as a merchant generator in a competitive market. Further, Cider Solar will not hold a franchised service territory or serve captive ratepayers. As such, the Proposed Transfer will not harm captive ratepayers.

After the Proposed Transfer is consummated, lightened regulation of the Project Company will continue, as described in the order granting lightened regulation.[6] The Petitioners and their affiliates are reminded that, notwithstanding that the Project Company is lightly regulated, any entities that exercise control over the Project Company's facilities remain subject to

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[4] NYISO 2026 Gold Book, https://www.nyiso.com/documents/20142/2226333/2026-Gold-Book-Public.pdf/a8fd42fe-5a8c-88cb-5052-f93dfd6423b8, p. 73.

[5] See, e.g., Case 17-M-0735, Sithe/Independence Power Partners, L.P. et. al, Declaratory Ruling on Transfer and Making Other Findings (issued February 27, 2018) (finding that 4.8% of New York's installed capacity is "below levels previously found insufficient to create market power").

[6] Cases 22-E-0343 et al., Hecate Energy Cider Solar LLC, Order Granting Certificate of Public Convenience and Necessity, Providing for Lightened Regulation, and Making Other Findings (issued December 16, 2022).

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the PSL with respect to matters such as annual reporting,[7] enforcement, investigation, safety, reliability, and system improvement, and the other requirements of PSL Articles 1 and 4, as with other wholesale generators that have been afforded a lightened regulatory regime.[8] Included among these requirements are the obligations to conduct tests for stray voltage on all publicly accessible electric facilities,[9] to give notice of generation unit retirements,[10] and to report personal injury accidents pursuant to 16 NYCRR Part 125. PSL §§110(1) and (2), which provide for Commission jurisdiction over affiliated interests, will apply based on affiliations with power marketers. These conditions further ensure that Petitioners will render safe, adequate, and reliable service.

Climate Leadership and Community Protection Act

The Proposed Transfer also meets the requirements of the Climate Leadership and Community Protection Act (CLCPA). With respect to CLCPA §7(2), the Proposed Transfer involves a 500 MW solar generating facility, which will help achieve the

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[7] Pursuant to the Order Adopting Annual Reporting Requirements Under Lightened Ratemaking Regulation, issued January 23, 2013, in Case 11-M-0294, the owners of lightly regulated entities are required to file Annual Reports.

[8] See, e.g., Case 16-E-0409, Indeck Corinth Limited Partnership, Order Providing for Lightened Regulation (issued December 21, 2016).

[9] Case 04-M-0519, Safety of Electric Transmission and Distribution Systems, Order Instituting Safety Standards (issued January 5, 2005), and Order on Petitions for Rehearing and Waiver (issued July 21, 2005).

[10] Case 05-E-0889, Generation Unit Retirement Policies, Order Adopting Notice Requirements for Generation Unit Retirements (issued December 20, 2005).

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greenhouse gas emission reduction goals of the CLCPA.[11] The Proposed Transfer will further promote the development of renewable energy resources in the State, which is consistent with the CLCPA's clean energy objectives. Regarding CLCPA §7(3), the Towns of Elba and Oakfield have not been designated disadvantaged communities by the Climate Justice Working Group. As such, the Proposed Transfer will not disproportionately burden a disadvantaged community in contravention to CLCPA §7(3).[12]

The Commission finds and declares:

1. No further review will be conducted of the Proposed Transfer described in the petition filed in this proceeding on August 10, 2026, and discussed in the body of this Declaratory Ruling.

2. Greenbacker Renewable Energy Company LLC, Monarch Merger Sub, LLC, MN8 Energy Holdings LLC, and MN8 Energy LLC shall provide notice to the Secretary within 15 days after completing the proposed transfer transaction described in the petition filed in this proceeding on August 10, 2026, and discussed in the body of this Declaratory Ruling.

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[11] CLCPA §7(2) requires that a State agency, in considering and issuing permits, licenses, and other administrative approvals and decisions, consider whether such decisions are inconsistent with or will interfere with the attainment of statewide GHG emissions limits and, if so, provide justification for why such limits/criteria may not be met, and identify where a project is located.

[12] See, NYSERDA Disadvantaged Communities Interactive Map, https://www.nyserda.ny.gov/ny/Disadvantaged-Communities.

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3. This proceeding shall be closed pending compliance with Ordering Clause 2.

By the Commission,

(SIGNED) MICHELLE L. PHILLIPS
Secretary

mm 11/23/26

GCEDC Opportunity Summary **Created On: 11/24/2026**

Customer Information			
Potential Customer:	Rochester Davis Fetch Corp.	**Opportunity Type:**	Expansion
Project Street Address:	9 Lent Avenue	**Opportunity Product:**	Property & Sales Taxes Only
City/Town/Village:	Village and Town of LeRoy	**Type of Project:**	Expansion
Project Description:	2026 Expansion	**New Jobs:**	N/A
Total Capital Investment:	$1,200,000	**Retained Jobs:**	17
Incentive Amount:	$262,634	**School District:**	LeRoy
Benefited Amount:	$1,200,000	**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:**	8/26/2026
Initial Acceptance Date:	8/6/2026	**Inducement Date:**	12/3/2026

Opportunity Summary:

Rochester Davis Fetch Corp is proposing to expand its operations with the construction of a free standing 16,500 sq. ft. facility at 9 Lent Avenue in the village of LeRoy.

This $1.2 million project would be the company's third project at 9 Lent Avenue, following renovation of an existing facility in 2024 and an expansion in 2025. The company currently employs 17 full-time equivalent (FTE) positions related to those projects, exceeding original job pledges.

Rochester Davis Fetch Corp is requesting assistance from the GCEDC with an exemption from the 8% state and local sales taxes for construction and equipment estimated at $64,000 and a 10-year Payment-in-Lieu-of-Taxes abating $198,634 of future property taxes generated by the new facility.

Economic Impact:

The Fiscal impacts (discounted value) on Local Benefits totals $616,097 ($482,928 in payroll and $133,169 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

For every $1 of public benefit the company is investing $3 into the local economy.

Project Detail (Total Capital Investment)	
Building Cost (Construction):	$1,000,000
Equipment (Taxable) / Other Project Investment:	$200,000
Total Capital Investment:	$1,200,000

Estimated Benefits Provided	
Sales Tax Exempt:	$64,000
Property Tax Exempt:	$198,634
Total Estimated Tax Incentives Provided:	$262,634

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mas 11/23/26

MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date: August 6, 2026
Project Title: Rochester Davis Fetch Phase 3
Project Location: Leroy, NY

Construction Phase - Project Assumptions

Project Costs

Project Costs	Value
Enter total project costs:	$1,200,000
Local Construction Spending*	
% of locally sourced materials and labor	83%
In-region construction spending	$1,000,000

Construction Economic Impacts

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

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

Year 1 - Enter NAICS	*NAICS Lookup* NAICS	Count	Per Job Annual Earnings	Total Earnings
0		0		$0
0				$0
0				$0
0				$0
0				$0
0				$0
	Total	0		$0

Year 2	NAICS	Count	Per Job Annual Earnings	Total Earnings
0	0			$0
0	0			$0
0	0			$0
0	0			$0
0	0			$0
0	0			$0
	Total	0		$0

Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
0	0			$0
0	0			$0
0	0			$0
0	0			$0
0	0			$0
0	0			$0
	Total	0		$0

Fiscal Impact Assumptions

Estimated Costs of Incentives

	%	Value
Sales Tax Exemption		$64,000
Local Sales Tax Rate	4.00%	$32,000
State Sales Tax Rate	4.00%	$32,000
Mortgage Recording Tax Exemption		
Local	0.50%	$0
State	0.50%	$0
Total Costs		$262,638 *Includes PILOT exemption, calculated below*

PILOT Term (Years)	10
Escalation Factor	2%
Discount Factor	2%

Property Tax Exemption

Year #	Year	Property Tax WITHOUT Project	Estimated PILOT	Property Tax on Full Assessment	Difference in Current vs. PILOT	Difference PILOT vs Full Taxes
1	2027		$6,621	$33,106	$6,621	-$26,485
2	2028		$6,621	$33,106	$6,621	-$26,485
3	2029		$6,621	$33,106	$6,621	-$26,485
4	2030		$9,932	$33,106	$9,932	-$23,174
5	2031		$9,932	$33,106	$9,932	-$23,174
6	2032		$9,932	$33,106	$9,932	-$23,174
7	2033		$16,553	$33,106	$16,553	-$16,553
8	2034		$16,553	$33,106	$16,553	-$16,553
9	2035		$23,174	$33,106	$23,174	-$9,932
10	2036		$26,484	$33,106	$26,484	-$6,622
-	-				-	-
-	-				-	-
-	-				-	-

Other Benefits to Public and Private Individuals - If Applicable

Year #	Year	Other Local Municipal Revenue	Other Payments to Private Individuals
1	2027	$1,564	
2	2028	$1,564	
3	2029	$1,564	
4	2030	$1,564	
5	2031	$1,564	
6	2032	$1,564	
7	2033	$1,564	
8	2034	$1,564	
9	2035	$1,564	
10	2036	$1,564	
-	-		
-	-		
-	-

Genesee County Industrial Development Agency
MRB Cost Benefit Calculator

MRB group
Cost-Benefit Analysis Tool powered by MRB Group

Date August 6, 2026
Project Title Rochester Davis Fetch Phase 3
Project Location Leroy, NY

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT
Project Total Investment
$1,200,000

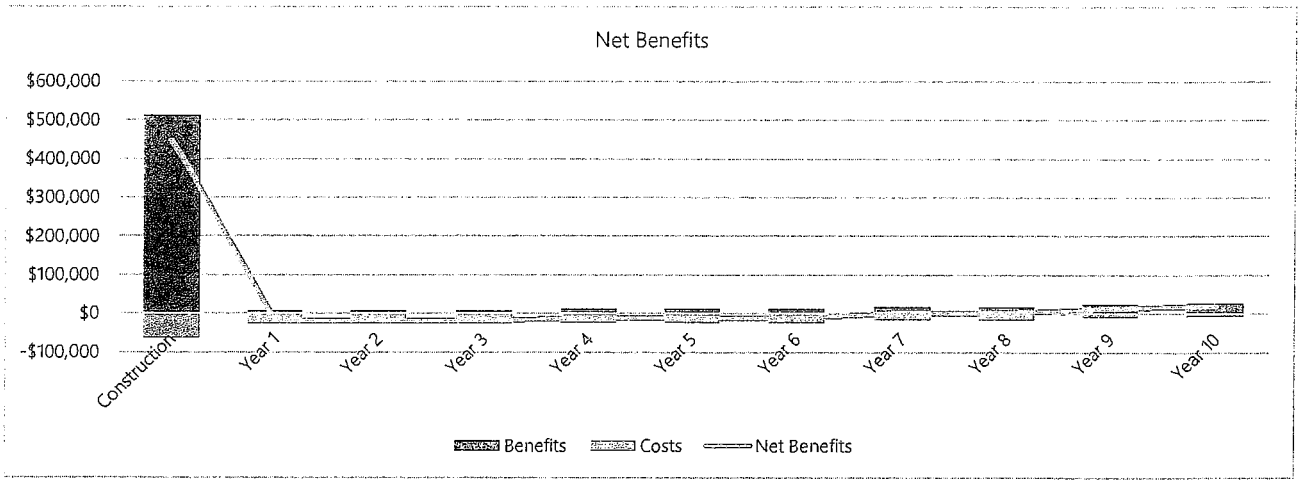
Temporary (Construction)

	Direct	Indirect	Total
Jobs	5	1	6
Earnings	$413,537	$69,391	$482,928
Local Spend	$1,000,000	$249,017	$1,249,017

Ongoing (Operations)
Aggregate over life of the PILOT

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

Figure 1



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

Figure 2

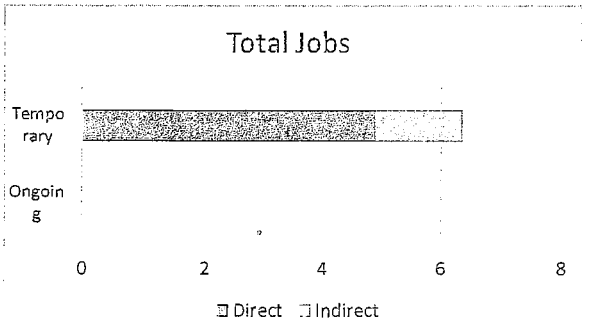
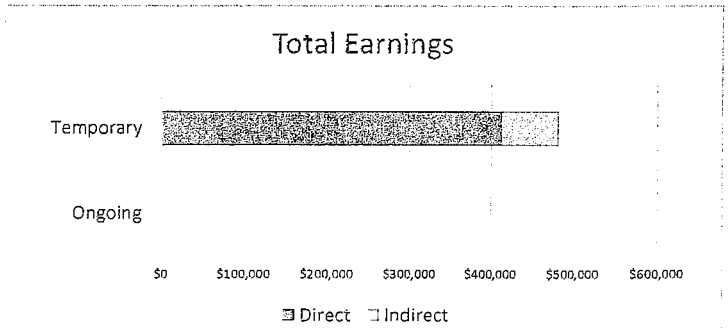


Figure 3



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Ongoing earnings are all earnings over the life of the PILOT.

Fiscal Impacts

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

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	$198,638	$181,638
Sales Tax Exemption	$64,000	$64,000
Local Sales Tax Exemption	*$32,000*	*$32,000*
State Sales Tax Exemption	*$32,000*	*$32,000*
Mortgage Recording Tax Exemption	$0	$0
Local Mortgage Recording Tax Exemption	*$0*	*$0*
State Mortgage Recording Tax Exemption	*$0*	*$0*
Total Costs	**$262,638**	**$245,638**

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	$634,371	$616,097
To Private Individuals	$482,928	$482,928
Temporary Payroll	*$482,928*	*$482,928*
Ongoing Payroll	*$0*	*$0*
Other Payments to Private Individuals	*$0*	*$0*
To the Public	$151,443	$133,169
Increase in Property Tax Revenue	*$132,422*	*$115,740*
Temporary Jobs - Sales Tax Revenue	*$3,380*	*$3,380*
Ongoing Jobs - Sales Tax Revenue	*$0*	*$0*
Other Local Municipal Revenue	*$15,640*	*$14,049*
State Benefits	$25,112	$25,112
To the Public	$25,112	$25,112
Temporary Income Tax Revenue	*$21,732*	*$21,732*
Ongoing Income Tax Revenue	*$0*	*$0*
Temporary Jobs - Sales Tax Revenue	*$3,380*	*$3,380*
Ongoing Jobs - Sales Tax Revenue	*$0*	*$0*
Total Benefits to State & Region	$659,483	$641,209

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	$616,097	$213,638	3:1
State	$25,112	$32,000	1:1
Grand Total	$641,209	$245,638	3:1

*Discounted at 2%

Additional Comments from IDA

Fire district fee $1,564 annually

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

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Genesee County Economic Development Center

Power People Incentives

11/21/26

Project Name: Rochester Davis Fetch

Board Meeting Date: December 3, 2026

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

PROJECT DESCRIPTION:

Rochester Davis Fetch Corp is proposing to expand its operations with the construction of a free standing 16,500 sq. ft. facility at 9 Lent Avenue in the village of LeRoy.

This $1.2 million project would be the company's third project at 9 Lent Avenue, following renovation of an existing facility in 2024 and an expansion in 2025. The company currently employs 17 full-time equivalent (FTE) positions related to those projects, exceeding original job pledges.

Rochester Davis Fetch Corp is requesting assistance from the GCEDC with an exemption from the 8% state and local sales taxes for construction and equipment estimated at $64,000 and a 10-year Payment-in-Lieu-of-Taxes abating $198,634 of future property taxes generated by the new facility.

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

Project details: The project is retaining 17 FTE's with annual salaries of between $62,000 and $72,000 with benefits.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with an investment of $1.2 million and construction of an 16,500 sq. ft. facility in the Village of LeRoy.

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 $616,097 ($482,928 in payroll and $133,169 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every $1 of public benefit the company is investing $3 into the local economy.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A.

Board Discussion:

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

Project details: The project is planning to begin construction as soon as possible and be operational in 2027.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

FINAL RESOLUTION
(9 Lent Ave., LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, December 3, 2026.

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

Resolution No. 12/2026 - _____

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 26, 2026, WITH RESPECT TO THE 9 LENT AVE., LLC PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING 9 LENT AVE., LLC AS AGENT OF THE AGENCY TO UNDERTAKE THE PROJECT; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY WITH RESPECT TO THE PROJECT IN THE FORM OF (a) A SALES AND USE TAX EXEMPTION AND (b) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF AN AGENT, FINANCIAL ASSISTANCE AND PROJECT AGREEMENT, AMENDED AND RESTATED LEASE AGREEMENT, AMENDED AND RESTATED LEASEBACK AGREEMENT AND TAX AGREEMENT WITH RESPECT TO THE PROJECT, AND (vi) AUTHORIZING THE EXECUTION AND DELIVERY OF 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, 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** (hereinafter called 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 civic, industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, the Agency previously undertook a certain project (the "2024 Project") for the benefit of **9 LENT AVE., LLC**, or an entity formed or to be formed by it or on its behalf (collectively, the "Company") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 4.5 acres of real property located at 9 Lent Avenue in the Village of LeRoy, Genesee County, New York and all other lands in the Village of LeRoy 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 all or a portion of tax

parcel No. 3.-1-46.1) and the existing improvements located thereon, consisting principally of an approximately 32,500 square foot facility (the "2024 Existing Improvements"); (ii) the renovation, reconstruction and operation of the 2024 Existing Improvements, along with utility and site improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "2024 Improvements"); and (iii) the acquisition by the Company in and around the 2024 Improvements of certain items of machinery, equipment and other tangible personal property (the "2024 Equipment"; and, together with the Land, 2024 Existing Improvements and the 2024 Improvements, the "2024 Facility"); and

WHEREAS, in furtherance of the 2024 Project, the Agency and Company entered into (i) a Project Agreement, (ii) a Lease Agreement, (iii) a Leaseback Agreement, (iv) a Tax Agreement, and (v) related documents (collectively, the "2024 Agency Documents"), whereby the Agency appointed the Company as agent to undertake the 2024 Project and provided the Company with certain forms of financial assistance (the "2024 Financial Assistance"); and

WHEREAS, the Agency also previously undertook a project (the "2025 Project") for the benefit of the Company consisting of: (i) the acquisition and/or retention by the Agency of a leasehold interest in the Land along with the approximately 32,500 square feet of building improvements located thereon (comprised of the 2024 Existing Improvements, 2024 Improvements, and hereinafter, the "2025 Existing Improvements"); (ii) the planning, design, engineering and construction of an approximately 8,000 square foot building for warehousing and related space, along with related utility and site improvements, access and egress improvements, curbage, sidewalks, landscaping and stormwater retention improvements (collectively, the "2025 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 "2025 Equipment"; and, together with the Land, the 2025 Existing Improvements and the 2025 Improvements, the "2025 Facility"); and

WHEREAS, in furtherance of the 2025 Project, the Agency and the Company entered into (i) a Project Agreement, dated January 6, 2025, (ii) an Amended and Restated Lease Agreement, dated as of January 1, 2025, (iii) an Amended and Restated Leaseback Agreement, dated as of January 1, 2025, (iv) a Tax Agreement, dated as of January 1, 2025, and (v) related documents (collectively, the "2025 Agency Documents"), whereby the Agency appointed the Company as agent of the Agency to undertake the 2025 Project and provided the Company with certain forms of financial assistance (the "2025 Financial Assistance"); and

WHEREAS, the Company has submitted an application to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition and/or retention by the Agency of a leasehold interest in the Land along with the existing improvements located thereon (comprised of the 2025 Existing Improvements, the 2025 Improvements, and hereinafter, the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 16,500 square foot addition to the Existing Improvements, along with site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing

Improvements and the Improvements, the "Facility"), such Project to be undertaken by the Agency and the Company primarily through a Project Agreement (defined herein) and the amendment of the 2025 Agency Documents; and

WHEREAS, it is contemplated that the Agency will (i) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (ii) negotiate and enter into an amended and restated lease agreement (the "Lease Agreement"), an amended and restated leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents 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 and (b) a partial real property tax abatement structured through the Tax Agreement (collectively, the "Financial Assistance"); and

WHEREAS, on August 6, 2026, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

WHEREAS, pursuant to Section 859-a of the Act, on Wednesday, August 26, 2026, at 3:30 p.m., the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing are attached hereto as Exhibit A; and

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

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

WHEREAS, the Project Agreement, the Lease Agreement, the Leaseback Agreement, the Tax Agreement and related documents will be negotiated and presented to the President/CEO, Chair, and/or Vice Chair of the Agency for approval and execution subject to adoption of the resolutions contained herein.

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

Section 1. The Company has presented an Application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company's 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 undertaking 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 of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

(F) The Planning Board has conducted an uncoordinated review of the Project pursuant to SEQRA. The Planning Board classified the Project as an "Unlisted" action pursuant to SEQRA. The Agency, having reviewed the materials presented by the Company, including but not limited to, the Short Environmental Assessment Form and 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 Planning Board pursuant to 6 NYCRR Part 617.7. A copy of the Negative Declaration issued by the Planning Board is attached hereto as **Exhibit B**.

Section 2. The Public Hearing held by the Agency on Wednesday, August 26, 2026, 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 and (b) a partial real property tax abatement structured through the Tax Agreement.

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to $**800,000.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed $**64,000.00**. The Agency agrees to consider any requests by the Company for 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 Agent 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 undertaking of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to undertake 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 Agent Agreement shall expire on **December 31, 2027** (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, Leaseback Agreement, 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 execute (i) the Agent Agreement, pursuant to which the Agency appoints the Company as its agent to undertake the Project, (ii) a Lease Agreement, pursuant to which the Company leases the Project to the Agency, and (iii) a related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, (iv) the Tax Agreement, and (v) related documents; *provided that* (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 therefrom 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 a mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender in such forms as approved by counsel to the Agency up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance equipment and other personal property and related transactional costs (hereinafter, with the Agent Agreement, Lease Agreement, Leaseback Agreement and Tax Agreement, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, and/or Vice Chair of the Agency shall approve, the execution thereof by the President/CEO, Chair, and/or Vice Chair of the Agency to constitute conclusive evidence of such approval; provided, in all events, recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 10. These Resolutions shall take effect immediately.

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

	Yea	*Nay*	*Absent*	*Abstain*
Peter Zeliff	[ ]	[ ]	[ ]	[ ]
Matthew Gray	[ ]	[ ]	[ ]	[ ]
Jonathan Tretter	[ ]	[ ]	[ ]	[ ]
Craig Yunker	[ ]	[ ]	[ ]	[ ]
Kathleen Manne	[ ]	[ ]	[ ]	[ ]
Laurie Mancuso	[ ]	[ ]	[ ]	[ ]
Chandy Kemp	[ ]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

3.26

44

CERTIFICATION

(9 Lent Ave., 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 December 3, 2026, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this _____ day of _____, 2026.

_____
Secretary

3.26

45

Exhibit A

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

[Attached Hereto]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Wednesday, August 26, 2026, at 3:30 p.m., local time, at LeRoy Village Hall, 3 West Main Street, LeRoy, New York 14482, in connection with the following matter:

The Agency previously appointed **9 LENT AVE., LLC,** for itself and/or on behalf of an entity to be formed (collectively, the "Company"), as agent to undertake a certain project (the "2024 Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 4.5 acres of real property located at 9 Lent Avenue in the Village of LeRoy, Genesee County, New York and all other lands in the Village of LeRoy 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 all or a portion of tax parcel No. 3.-1-46.1) and the existing improvements located thereon, consisting principally of an approximately 32,500 square foot facility (the "2024 Existing Improvements"); (ii) the renovation, reconstruction and operation of the 2024 Existing Improvements, along with utility and site improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "2024 Improvements"); (iii) the acquisition by the Company in and around the 2024 Improvements of certain items of machinery, equipment and other tangible personal property (the "2024 Equipment"; and, together with the Land, 2024 Existing Improvements and the 2024 Improvements, the "2024 Facility"); and (iv) the lease of the 2024 Facility to the Company pursuant to (i) a certain Lease Agreement; (ii) a certain Leaseback Agreement; (iii) a certain Tax Agreement; and (iv) related documents (and collectively, the "2024 Project Documents", each dated as of February 1, 2024). The Agency provided the Company with certain forms of financial assistance (the "2024 Financial Assistance") with respect to the 2024 Project.

The Agency also previously undertook a project (the "2025 Project") for the benefit of the Company consisting of: (i) the acquisition and/or retention by the Agency of a leasehold interest in the Land along with the approximately 32,500 square feet of building improvements located thereon (comprised of the 2024 Existing Improvements, 2024 Improvements, and hereinafter, the "2025 Existing Improvements"); (ii) the planning, design, engineering and construction of an approximately 8,000 square foot building for warehousing and related space, along with related utility and site improvements, access and egress improvements, curbage, sidewalks, landscaping and stormwater retention improvements (collectively, the "2025 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 "2025 Equipment"; and, together with the Land, the 2025 Existing Improvements and the 2025 Improvements, the "2025 Facility"); all pursuant to (i) a Project Agreement, dated January 6, 2025; (ii) an Amended and Restated Lease Agreement, dated as of January 1, 2025; (iii) an Amended and Restated Leaseback Agreement, dated as of January 1, 2025; (iv) a Tax Agreement, dated as of January 1, 2025; and (v) related documents (collectively, the "2025 Agency Documents"), whereby the Agency appointed the Company as agent of the Agency to

undertake the 2025 Project and provided the Company with certain forms of financial assistance (the "2025 Financial Assistance").

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 and/or retention by the Agency of a leasehold interest in the Land along with the existing improvements located thereon (comprised of the 2025 Existing Improvements, the 2025 Improvements, and hereinafter, the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 16,500 square foot addition to the Existing Improvements, along with site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"), such Project to be undertaken by the Agency and the Company primarily through the amendment of the 2025 Agency Documents.

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, 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 16, 2026

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

Genesee County Economic Development Center

Power People Incentives

PUBLIC HEARING NOTICE LETTER
(9 Lent Ave., LLC Project)

August 14, 2026

To: Chief Executive Officers Listed
on Schedule A attached hereto

Re: Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") and 9 Lent Ave., LLC (the "Company"): Notice of Public Hearing and Inducement Resolution

Ladies and Gentlemen:

On Wednesday, August 26, 2026, at 3:30 p.m., local time, at LeRoy Village Hall, 3 West Main Street, LeRoy, New York 14482, the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") will conduct a public hearing regarding the above-referenced project. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Daily News* for publication.

The Agency will, to the extent practicable, broadcast the public hearing live at https://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.

You are welcome to attend such hearing at which time you will have an opportunity to review the project application and present your views, both orally and in writing, with respect to the project. We are providing this notice to you, pursuant to General Municipal Law Section 859-(a), as the chief executive officer of an affected tax jurisdiction within which the project is located.

Genesee County Economic Development Center
99 MedTech Drive, Suite 106, Batavia, New York 14020
Phone: 585-343-4866 Fax: 585-343-0848
Email: gcedc@gcedc.com Web: www.gcedc.com

On August 6, 2026, the Agency adopted an inducement resolution, as supplemented by a supplemental initial resolution adopted by the Agency on March 5, 2026 (collectively, the "Inducement Resolution") with respect to the Project. Pursuant to Chapter 766 of the Laws of 2022 of the State of New York, effective January 1, 2023, enclosed please find a copy of such as-adopted and certified Inducement Resolution.

Very truly yours,

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

SCHEDULE A

GENESEE COUNTY

Certified Mail No.
#9488 9090 0027 6008 0255 19
Genesee County Manager
Old Courthouse
7 Main Street
Batavia, New York 14020

Certified Mail No.
#9488 9090 0027 6008 0255 26
Genesee County Legislature
Attn: Chair
Old Courthouse
7 Main Street
Batavia, New York 14020

TOWN OF LEROY

Certified Mail No.
#9488 9090 0027 6008 0255 33
Town of LeRoy
Attn: Town Supervisor
48 Main Street
LeRoy, New York 14482

VILLAGE OF LEROY

Certified Mail No.
#9488 9090 0027 6008 0255 40
Village of LeRoy
Attn: Mayor
3 West Main Street
LeRoy, New York 14482

LEROY CENTRAL SCHOOL DISTRICT

Certified Mail No.
#9488 9090 0027 6008 0255 57
LeRoy Central School District
Attn: Superintendent
2-6 Trigon Park
Le Roy, New York 14482

Certified Mail No.
#9488 9090 0027 6008 0255 64
LeRoy Central School District
Attn: Board of Education President
2-6 Trigon Park
Le Roy, New York 14482

Certified Mail No.
#9488 9090 0027 6008 0255 71
LeRoy Central School District
Attn: District Clerk
2-6 Trigon Park
Le Roy, New York 14482

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FAQs >

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9488909000276008025519

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Genesee County Manager
Old Courthouse
7 Main Street
Batavia, New York 14020

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BATAVIA, NY 14020
August 17, 2026 9:48 AM

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Genesee County Legislature
Attn: Chair
Old Courthouse
7 Main Street
Batavia, New York 14020

Latest Update

Your item was delivered to an individual at the address at 9:48 am on August 17, 2026 in BATAVIA, NY 14020. The item was signed for by K BETTEES.

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BATAVIA, NY 14020
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#9488 9090 0027 6008 0255 33
Town of LeRoy
Attn: Town Supervisor
48 Main Street
LeRoy, New York 14482

Tracking Number:

Remove ×

9488909000276008025533

Copy Add to Informed Delivery

3.26

Latest Update

Your item was delivered to an individual at the address at 9:32 am on August 17, 2026 in LE ROY, NY 14482. The item was signed for by J GALA.

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Delivered, Left with Individual

LE ROY, NY 14482
August 17, 2026 9:32 AM

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Proof of Delivery ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

See Less ^

Remove ×

Tracking Number:

9488909000276008025540

Copy **Add to Informed Delivery**

#9488 9090 0027 6008 0255 40
Village of LeRoy
Attn: Mayor
3 West Main Street
LeRoy, New York 14482

Latest Update

Your item was delivered to an individual at the address at 12:25 pm on August 17, 2026 in LE ROY, NY 14482. The item was signed for by T TYGART.

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LE ROY, NY 14482
August 17, 2026 12:25 PM

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Le Roy, New York 14482

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LeRoy Central School District
Attn: Board of Education President
2-6 Trigon Park
Le Roy, New York 14482

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AFFIDAVIT OF PUBLICATION

Batavia Daily News
438 E Main St, Batavia, NY 14020
(518) 730-4551

State of New Jersey, County of Camden, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Batavia Daily News, a Daily newspaper of general circulation, printed and published in Genesee County, Orleans County, Wyoming County, Livingston County, New York, designated by the County Clerk of Genesee County, Orleans County, Wyoming County, Livingston County as a newspaper of record; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- Aug 15, 2026

Notice ID: 7ZvvYXCisNUqAFrmjLbF

Notice Name: 448633

Publication Fee: $235.12

Anjana Bhadoriya

Agent

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 08/18/2026

Notary Public

Notarized remotely online using communication technology via Proof.

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

GENESEE COUNTY
NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Wednesday, August 26, 2026, at 3:30 p.m., local time, at LeRoy Village Hall, 3 West Main Street, LeRoy, New York 14482, in connection with the following matter:

The Agency previously appointed **9 LENT AVE., LLC,** for itself and/or on behalf of an entity to be formed (collectively, the "Company"), as agent to undertake a certain project (the "2024 Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 4.5 acres of real property located at 9 Lent Avenue in the Village of LeRoy, Genesee County, New York and all other lands in the Village of LeRoy 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 all or a portion of tax parcel No. 3.-1-46.1) and the existing improvements located thereon, consisting principally of an approximately 32,500 square foot facility (the "2024 Existing Improvements"); (ii) the renovation, reconstruction and operation of the 2024 Existing Improvements, along with utility and site improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "2024 Improvements"); (iii) the acquisition by the Company in and around the 2024 Improvements of certain items of machinery, equipment and other tangible personal property (the "2024 Equipment"; and, together with the Land, 2024 Existing Improvements and the 2024 Improvements, the "2024 Facility"); and (iv) the lease of the 2024 Facility to the Company pursuant to (i) a certain Lease Agreement; (ii) a certain Leaseback Agreement; (iii) a certain Tax Agreement; and (iv) related documents (and collectively, the "2024 Project Documents", each dated as of February 1, 2024). The Agency provided the Company with certain forms of financial assistance (the "2024 Financial Assistance") with respect to the 2024 Project.

The Agency also previously undertook a project (the "2025 Project") for the benefit of the Company consisting of: (i) the acquisition and/or retention by the Agency of a leasehold interest in the Land along with the approximately 32,500 square feet of building improvements located thereon (comprised of the 2024 Existing Improvements, 2024 Improvements, and hereinafter, the "2025 Existing Improvements"); (ii) the planning, design, engineering and construction of an approximately 8,000 square foot building for warehousing and related space, along with related utility and site improvements, access and egress improvements, curbage, sidewalks, landscaping and stormwater retention improvements (collectively, the "2025 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 "2025 Equipment"; and, together with the Land, the 2025 Existing Improvements and the 2025 Improvements, the "2025 Facility"); all pursuant to (i) a Project Agreement, dated January 6, 2025; (ii) an Amended and Restated Lease Agreement, dated as of January 1, 2025; (iii) an Amended and Restated Leaseback Agreement, dated as of January 1, 2025; (iv) a Tax Agreement, dated as of January 1, 2025; and (v) related documents (collectively, the "2025 Agency Documents"), whereby the Agency appointed the Company as agent of the Agency to undertake the 2025 Project and provided the Company with certain forms of financial assistance (the "2025 Financial Assistance").

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 and/or retention by the Agency of a leasehold interest in the Land along with the existing improvements located thereon (comprised of the 2025 Existing Improvements, the 2025 Improvements, and hereinafter, the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 16,500 square foot addition to the Existing Improvements, along with site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"), such Project to be undertaken by the Agency and the Company primarily through the amendment of the 2025 Agency Documents.

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, 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 15, 2026

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

Genesee County Economic Development Center

Power People Incentives

REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF 9 LENT AVE., LLC HELD ON WEDNESDAY, AUGUST 26, 2026 3:30 P.M. AT LEROY VILLAGE HALL, 3 WEST MAIN STREET, LEROY, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

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

II. CALL TO ORDER

The public hearing of 9 Lent Ave., LLC opened at 3:31 p.m. at the Leroy Village Hall, 3 West Main Street, in Leroy, New York, Genesee County, New York.

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

III. PROJECT SUMMARY

9 Lent Avenue, LLC (Rochester Davis Fetch Corp.) is proposing to expand its operations with the construction of a free standing 26,250 square-foot facility at 9 Lent Avenue in the village of LeRoy.

This would be the company's third project at 9 Lent Avenue, following renovation of an existing facility in 2024 and an expansion in 2025. The company currently employs 17 full-time equivalent (FTE) positions related to those projects.

The new facility would be located next to their existing 40,500 square-foot facility for a total of 66,750 square feet. The $2.4 million proposed project includes creating two new FTE positions.

9 Lent Avenue, LLC is requesting assistance from the GCEDC with an exemption from the 8% state and local sales taxes for construction and equipment estimated at $121,600, and a 10-year Payment-in-Lieu-of-Taxes (PILOT) abating $263,340 of future property taxes generated by the new facility.

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.

Genesee County Industrial Development Agency
d/b/a Genesee County Economic Development Center

9 Lent Ave., LLC

Public Hearing – Wednesday, August 26, 2026
3:30 PM
Leroy Village Hall
3 West Main Street, Leroy, NY 14482

Print First & Last Name	Representing Leave blank if you prefer	Email Will be used to contact you with additional info - leave blank if preferred	Please check if you would like to speak
Olivia Galdun		galdunolivia@yahoo.com	
Jim Krencik	GCEDC	jkrencik@gcedc.com	
Krista Galdun	GCEDC	kgaldun@gcedc.com	

3.2b

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Exhibit B

Negative Declaration of the Town of LeRoy Planning Board

[Attached Hereto]

Applicant: Rochester Davis Fetch (Frank Kittlinger) Date:
Address: 9 Lent Ave Phone: 967-0106
Leroy NY 14482

OWNERS NAME [if different from applicant]
LOCATION [if different from above]
PROPOSED USE: Work Shop/Storage

Zoning: R-1 R-2 R-3 R-A C-1 C-2 (I-1) I-2 INT PUD

Required Setbacks Verified

If mixed occupancy or residential, number of units:
Type of work: Site work/Installing new building
Cost: $1.2 Million Dimensions: 150'x100' 50x50 Sq. ft. in area 18,000 sq'

Sketch Plot Plan ...Locate clearly and distinctly all buildings, whether existing or proposed. Indicate all setback dimensions from property lines. New York State Education Law 7307 and 7209 requires that the Seal and Signature of a licensed Architect or Professional Engineer be affixed to all plans submitted except for farm buildings, or residential buildings under 1,500 gross square feet or to alterations costing under $10,000

Environmental Impact Statement: Does apply____ Does not apply X

If yes, form must be obtained from Zoning Enforcement Officer.

All statements contained herein are true and the work will be performed in the manner set forth in this application in accordance with all laws, codes, ordinances and regulations of the Town / Village of LeRoy and the State of New York.

Applicant's Signature: [signature] *Amount of Fee* 1800 00/100

C.E.O.'s Signature: [signature] CEO [signature] *Date Issued.* 9-9-26

Clerk's Signature: [signature] *Cash / Ck. No.* 107195

Contractors/Builders are responsible for contacting the CEO to set up the following:

Required Inspections Circled – Please allow 24 hr. notification for Inspections

____ (Footers) Date Inspected ____ (Framing) Date Inspected ____ Insulation Date Inspected

____ Rough Plumbing Date Inspected ____ Mechanical Date Inspected ____ Misc. [may be more than one] Date Inspected

Inspections Performed by outside agencies: ____ (Electrical) Date Inspected ____ Cert. of Pressure Test Date Inspected

____ C of O or (Certificate of Compliance) Date Issued

3.2b

All required documentation must be submitted before "C of O" or Certificate of Compliance can be issued.

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TOWN OF LE ROY PLANNING BOARD
RESOLUTION ISSUING A SEQR NEGATIVE DECLARATION
Project: 9 Lent Avenue Rochester Davis-Fletch
Applicant: Frank Kittlinger
Location: 9 Lent Avenue, Le Roy, NY / Tax Map No. 1836013.-1-46.1

WHEREAS, the Town of Le Roy Planning Board (hereinafter "Planning Board") has received an application from Frank Kittlinger for Site Plan Approval to construct two new buildings at 9 Lent Avenue in the Industrial (I-1) (hereinafter the "Proposed Action"); and
WHEREAS, pursuant to the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law) and its implementing regulations at 6 NYCRR Part 617 (hereinafter "SEQR"), the Planning Board has classified the Proposed Action as an Unlisted Action; and
WHEREAS, the Planning Board has elected to conduct an uncoordinated review pursuant to 6 NYCRR § 617.6(b)(4) and acts as Lead Agency for its approval;
WHEREAS, the Planning Board has reviewed the Short Environmental Assessment Form (SEAF) Part 1 prepared by the applicant, the project plans and supporting documentation, and has completed Parts 2 and 3 of the SEAF; and
WHEREAS, the Planning Board has taken a "hard look" at all relevant areas of environmental concern and compared the potential impacts of the Proposed Action against the criteria for determining significance set forth in 6 NYCRR § 617.7(c);
NOW, THEREFORE, BE IT RESOLVED, that the Town of Le Roy Planning Board, as Lead Agency, hereby determines that the Proposed Action will not have a significant adverse impact on the environment and that an Environmental Impact Statement will not be prepared; and
BE IT FURTHER RESOLVED, that the Planning Board hereby adopts the written findings set forth in Part 3 of the SEAF as its reasoned elaboration for this determination and issues a Negative Declaration pursuant to 6 NYCRR § 617.7; and
BE IT FURTHER RESOLVED, that the Chair of the Planning Board is authorized to sign Part 3 of the SEAF, and the Planning Board Secretary/Town Clerk is directed to maintain a copy of this Resolution and the completed SEAF on file in the Town offices available for public inspection in accordance with 6 NYCRR § 617.12.

Motion By: Andrew Lathan
Seconded By: Dave Mackenzie
Voting Yes: Unanimous
Resolution Approved

18 AUG 2026

Town of Le Roy Planning Board

The Genesee County Economic Development Center (GCEDC) has requested that the Board re-address the SEQR approval for the Rochester Davis-Fletch expansion project at 9 Lent Avenue.

On July 21, 2026, the Planning Board approved a motion recommending a 10-foot side setback variance and a 30-foot rear setback variance to the Village Zoning Board of Appeals (ZBA). On July 28, 2026, the Village ZBA approved the variance (Variance #34-2026) on the condition that a 10-foot-high vinyl fence be installed along the residential property line to mitigate light and noise impacts. The Town of Le Roy Planning Board approved the Site Plan for the project on August 18, 2026. The Planning Board was also asked to serve as Lead Agency for completion of a Short Environmental Assessment Form (SEAF), and Code Enforcement Officer Mike Risewick completed the form on July 31, 2026.

The SEQR SEAF is incomplete, as Part 3 has not yet been completed. For this reason, the GCEDC has asked the Planning Board to re-address the project.

In accordance with 6 NYCRR § 617.7(a), the Lead Agency must make and document its determination of significance in writing.

The following steps must be completed:

1. Motion on SEQR Classification and Uncoordinated Review

First, the Board classifies the entire project, including both the 18,000 square feet of industrial buildings and the setback variances, as an Unlisted action and elects to conduct an uncoordinated review.

Therefore, the following motion must be made:

"Move to classify the proposed action—construction of two industrial buildings totaling 18,000 square feet with a 10-foot side setback variance and 30-foot rear setback variance at 9 Lent Avenue, Le Roy, NY 14482 as an Unlisted action under SEQRA (6 NYCRR § 617.4/617.5), and to conduct an uncoordinated review pursuant to 6 NYCRR § 617.6(b)(4)."

The Board has reviewed the SEAF and found that the project is an Unlisted Action for which a Negative Declaration will be issued.

Part 3 – Determination of Significance
The Town of Le Roy Planning Board, acting as Lead Agency for this Unlisted action, has reviewed Part 1 of the Short Environmental Assessment Form (SEAF) submitted by the applicant and the site plans and application materials dated August 18, 2026, and has completed Part 2 of the SEAF. Based on a review of the entire action and the criteria set forth in 6 NYCRR § 617.7(c), the Planning Board has determined that the proposed action will not result in any significant adverse environmental impacts, for the following reasons:
• Land, Stormwater, and Topography: The project involves the construction of two buildings on an approximately 4.4-acre parcel located at 9 Lent Avenue, Le Roy, NY (Tax Map No. 1836013.-1-46.1). Total physical disturbance is limited to 0.34 acres, which is below the one-acre threshold requiring

a SPDES Construction General Permit. Site soils and grades do not present significant erosion or slope stability hazards.

- Water, Wetlands, and Natural Resources: According to NYSDEC Environmental Resource Mapper data, the site does not contain state-regulated freshwater wetlands, protected streams, or mapped habitats for threatened or endangered species. The site is also located outside the 100-year floodplain and FEMA flood zones.
- Utilities and Infrastructure: Water and sanitary sewer service will be provided through public connections that have adequate capacity to serve the proposed use without straining local infrastructure.
- Traffic and Transportation: The proposed use is expected to generate approximately 10 peak-hour vehicle trips. Access will be provided via Lent Avenue, which has sufficient sight distance and roadway capacity to accommodate the minor increase in traffic without impacting local levels of service or highway safety.
- Community Character, Noise, and Aesthetics: The project is in an Industrial zoning district, where the proposed use is permitted, and is consistent with surrounding commercial land uses. Exterior lighting will be dark-sky compliant and shielded from adjacent properties, and operational noise will remain within normal ambient levels for the district.
- Cultural and Agricultural Resources: The property is not located in a certified Agricultural District, and the site is not located in an archaeologically sensitive area.

Accordingly, an Environmental Impact Statement (EIS) is not required, and a Negative Declaration is hereby issued.

TOWN OF LE ROY PLANNING BOARD
RESOLUTION ISSUING A SEQR NEGATIVE DECLARATION
Project: 9 Lent Avenue Rochester Davis-Fletch
Applicant: Frank Kittlinger
Location: 9 Lent Avenue, Le Roy, NY / Tax Map No. 1836013.-1-46.1

WHEREAS, the Town of Le Roy Planning Board (hereinafter "Planning Board") has received an application from Frank Kittlinger for Site Plan Approval to construct two new buildings at 9 Lent Avenue in the Industrial (I-1) (hereinafter the "Proposed Action"); and
WHEREAS, pursuant to the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law) and its implementing regulations at 6 NYCRR Part 617 (hereinafter "SEQR"), the Planning Board has classified the Proposed Action as an Unlisted Action; and
WHEREAS, the Planning Board has elected to conduct an uncoordinated review pursuant to 6 NYCRR § 617.6(b)(4) and acts as Lead Agency for its approval;
WHEREAS, the Planning Board has reviewed the Short Environmental Assessment Form (SEAF) Part 1 prepared by the applicant, the project plans and supporting documentation, and has completed Parts 2 and 3 of the SEAF; and
WHEREAS, the Planning Board has taken a "hard look" at all relevant areas of environmental concern and compared the potential impacts of the Proposed Action against the criteria for determining significance set forth in 6 NYCRR § 617.7(c);
NOW, THEREFORE, BE IT RESOLVED, that the Town of Le Roy Planning Board, as Lead Agency, hereby determines that the Proposed Action will not have a significant adverse impact on the environment and that an Environmental Impact Statement will not be prepared; and
BE IT FURTHER RESOLVED, that the Planning Board hereby adopts the written findings set forth in Part 3 of the SEAF as its reasoned elaboration for this determination and issues a Negative Declaration pursuant to 6 NYCRR § 617.7; and
BE IT FURTHER RESOLVED, that the Chair of the Planning Board is authorized to sign Part 3 of the SEAF, and the Planning Board Secretary/Town Clerk is directed to maintain a copy of this Resolution and the completed SEAF on file in the Town offices available for public inspection in accordance with 6 NYCRR § 617.12.

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Metal Building Lent Ave

Project Location (describe, and attach a location map):
9 Lent Ave. LeRoy, New York 14482

Brief Description of Proposed Action:
Build a Metal rectangle building in the southwest corner of our property

Name of Applicant or Sponsor:	Telephone: 585-967-0106
Frank Kittlinger	E-Mail: fkittlinger@davisfetchcorp.com

Address:
175 Dodge Street

City/PO:	State:	Zip Code:
Rochester	NY	14606

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If No, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3. a. Total acreage of the site of the proposed action? .34 acres
   b. Total acreage to be physically disturbed? 1 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? approx 4.5 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   ☐ Urban ☐ Rural (non-agriculture) ☒ Industrial ☐ Commercial ☒ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

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	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify:	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☐	☑

	NO	YES
12. a. 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?	☐	☑
b. 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?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

3.26

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14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ■ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year or 500-year flood plain?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	☐	☑
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment: _____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe: _____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☐	☑
If Yes, describe: _____		
21. Is the project located within, or within ½ mile of, a disadvantaged community?	☑	☐
If No, could impacts from the project affect a disadvantaged community?	☑	☐
If Yes to either question in 21, answer the following question.		
a. Identify the potential pollution impacts of the project, either direct or indirect, that may occur within the disadvantaged community (e.g., wastewater discharges, air emissions, noise, odors, solid or hazardous waste generation or management):		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Michael Risewick Date: 7-31-26

Signature: Michael Risewick Title: Code Enforcement Officer

EAF Mapper Summary Report

Wednesday, July 29, 2026 2:38 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 to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 or 500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	Yes
Part 1 / Question 21 [Disadvantaged Community]	No

Agency Use Only [If applicable]

Project:	9 Lent Ave Rochester Davis-Fletch
Date:	August 18, 2026

Short Environmental Assessment Form
Part 2 - Impact Assessment

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

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

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

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

The Town of Le Roy Planning Board, acting as Lead Agency for this Unlisted action, has reviewed Part 1 of the Short Environmental Assessment Form (SEAF) submitted by the applicant and the site plans and application materials dated August 18, 2026, and has completed Part 2 of the SEAF. Based on a review of the entire action and the criteria set forth in 6 NYCRR § 617.7(c), the Planning Board has determined that the proposed action will not result in any significant adverse environmental impacts, for the following reasons:

- Land, Stormwater, and Topography: The project involves the construction of two buildings on an approximately 4.4-acre parcel located at 9 Lent Avenue, Le Roy, NY (Tax Map No. 1836013.-1-46.1). Total physical disturbance is limited to 0.34 acres, which is below the one-acre threshold requiring a SPDES Construction General Permit. Site soils and grades do not present significant erosion or slope stability hazards.
- Water, Wetlands, and Natural Resources: According to NYSDEC Environmental Resource Mapper data, the site does not contain state-regulated freshwater wetlands, protected streams, or mapped habitats for threatened or endangered species. The site is also located outside the 100-year floodplain and FEMA flood zones.
- Utilities and Infrastructure: Water and sanitary sewer service will be provided through public connections that have adequate capacity to serve the proposed use without straining local infrastructure.
- Traffic and Transportation: The proposed use is expected to generate approximately 10 peak-hour vehicle trips. Access will be provided via Lent Avenue, which has sufficient sight distance and roadway capacity to accommodate the minor increase in traffic without impacting local levels of service or highway safety.
- Community Character, Noise, and Aesthetics: The project is in an Industrial zoning district, where the proposed use is permitted, and is consistent with surrounding commercial land uses. Exterior lighting will be dark-sky compliant and shielded from adjacent properties, and operational noise will remain within normal ambient levels for the district.
- Cultural and Agricultural Resources: The property is not located in a certified Agricultural District, and the site is not located in an archaeologically sensitive area.

Accordingly, an Environmental Impact Statement (EIS) is not required, and a Negative Declaration is hereby issued.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Le Roy Planning Board	August 18, 2026
Name of Lead Agency	Date
John Mangefrida	Chairman, Town of Le Roy Planning Board
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
John J Mangefrida	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

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GCEDC Board of Directors
Jim Krencik, Senior Director, Marketing & Communications
December 3, 2026

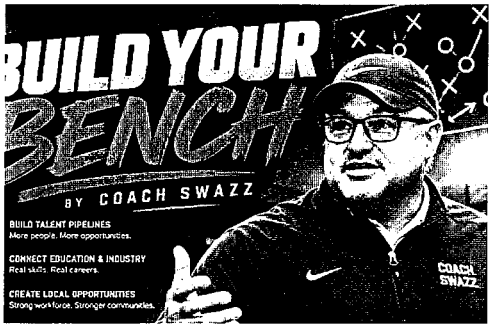
Edwards Vacuum: The GCEDC's professional staff supported the grand opening of Edwards Vacuum's Product Company Genesee facility at STAMP in October.

Comments from Edwards Vacuum and Atlas Copco officials outlining the vision behind the project and the outlook for the impact of production and career growth have been shared to a variety of professional and local audiences.



Workforce Development: GCEDC Executive Vice President of Business and Workforce Development Chris Suozzi's "Build Your Bench" presentation on how Genesee County leaders are pursuing workforce development solutions at two recent professional development events.

Suozzi spoke at a Leadership Genesee alumni event on November 13, and to Leadership Genesee's annual Education and Lifelong Learning session on November 18.



County Branding Support: The GCEDC collaborated with Genesee County, the Genesee County Chamber of Commerce and Genesee County Tourism Department ahead of the the launch of new "The Heart of Western New York" branding in November.

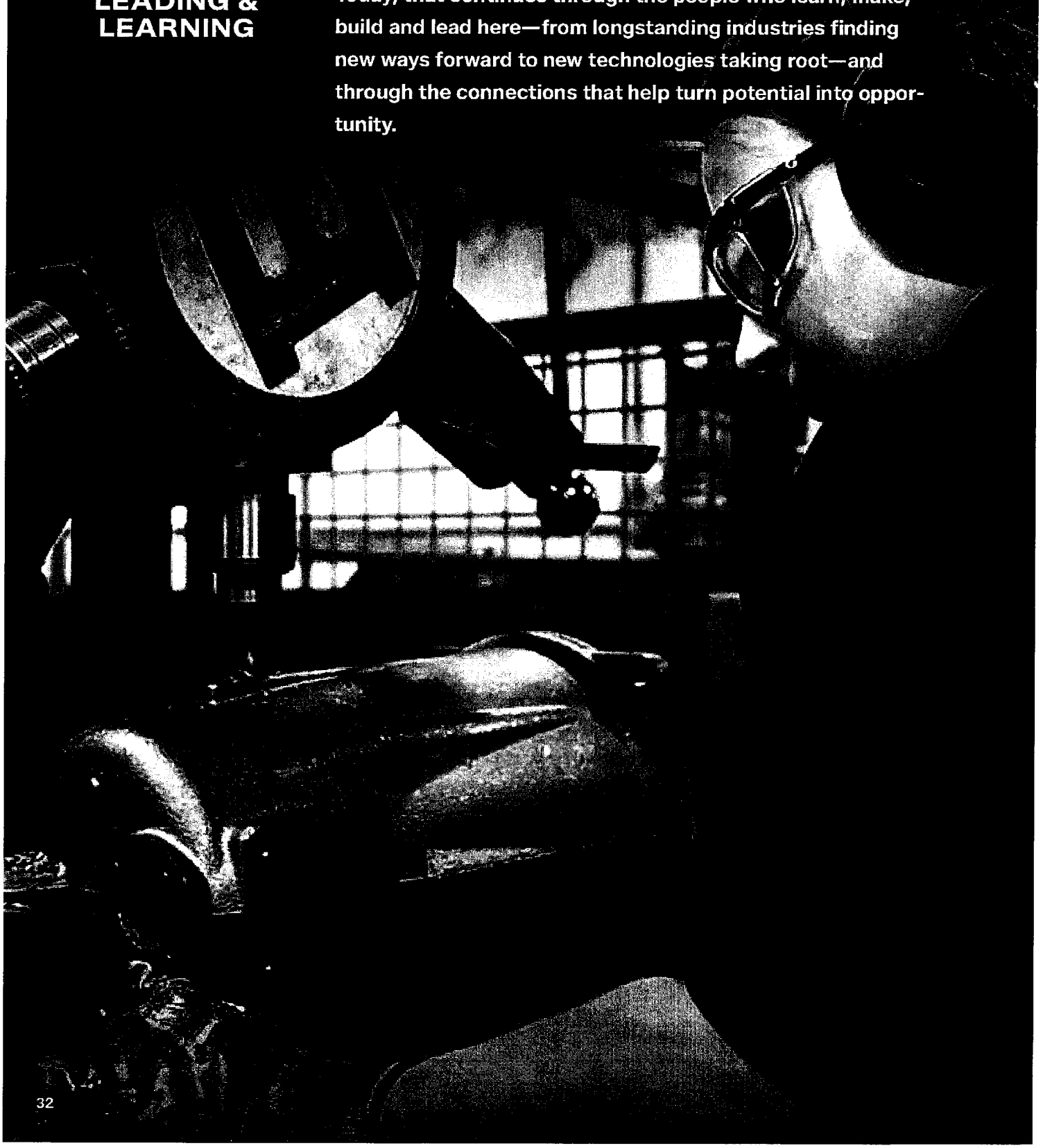
Content highlighting pathways for youth workforce training to lead to rewarding careers was featured in a 2027 Place Guide and is reproduced on the following pages.



WHAT CONNECTS US

LEADING & LEARNING

Progress has always been part of Genesee County's story. Today, that continues through the people who learn, make, build and lead here—from longstanding industries finding new ways forward to new technologies taking root—and through the connections that help turn potential into opportunity.



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What We Make

Built on strengths. Growing in new directions.

Genesee County has long been a place where things are grown, made and built. Today, that foundation supports a remarkably diverse mix of industries—and creates new possibilities for what comes next.

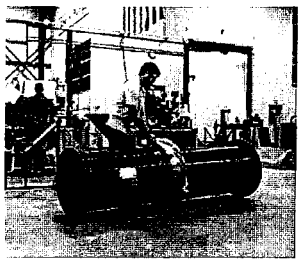
Location is part of the story. Set between Buffalo and Rochester, **Genesee County is connecting a regional population of more than two million people** and puts 125 million North American customers within a 10-hour drive—giving businesses access to workers, suppliers and markets. Development-ready sites, infrastructure, agricultural resources and an established manufacturing base give businesses room to invest and grow.

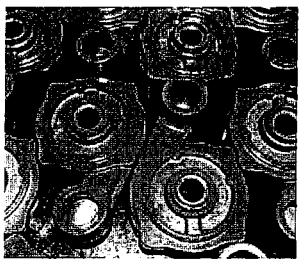
And they are.

Across the county, longtime manufacturers are expanding and reinvesting while new industries are putting down roots. What they make, and where those products go, may surprise even people who live here.

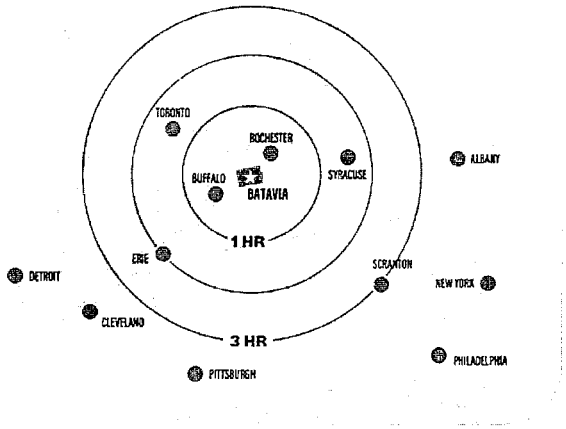
In Batavia, **milk from farms across the region becomes food and beverage products produced at scale,** while specialized vacuum and heat-transfer equipment and components used aboard U.S. Navy submarines are designed and manufactured here. Bergen produces pumps and systems that move groundwater and wastewater in homes, businesses and communities, reaching more than 25 countries, along with equipment used to harvest crops including sweet corn, green beans, peas and seed corn. In LeRoy, **LAPP Insulators** manufactures high-voltage porcelain insulators that safely carry electricity through power systems **in more than 70 countries.**

That ability to adapt has deep roots here. Genesee County businesses have spent generations responding to **changing markets, developing new products and finding better ways to make them.** Even the modern business-incubator model traces part of its history to Batavia, where an empty manufacturing complex was reimagined as a





***Liberty Pumps** in Bergen is a leading U.S. manufacturer of pumping products*



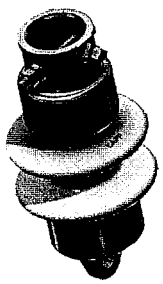
***Genesee County is centrally located** to major cities in the northeast and midwest*

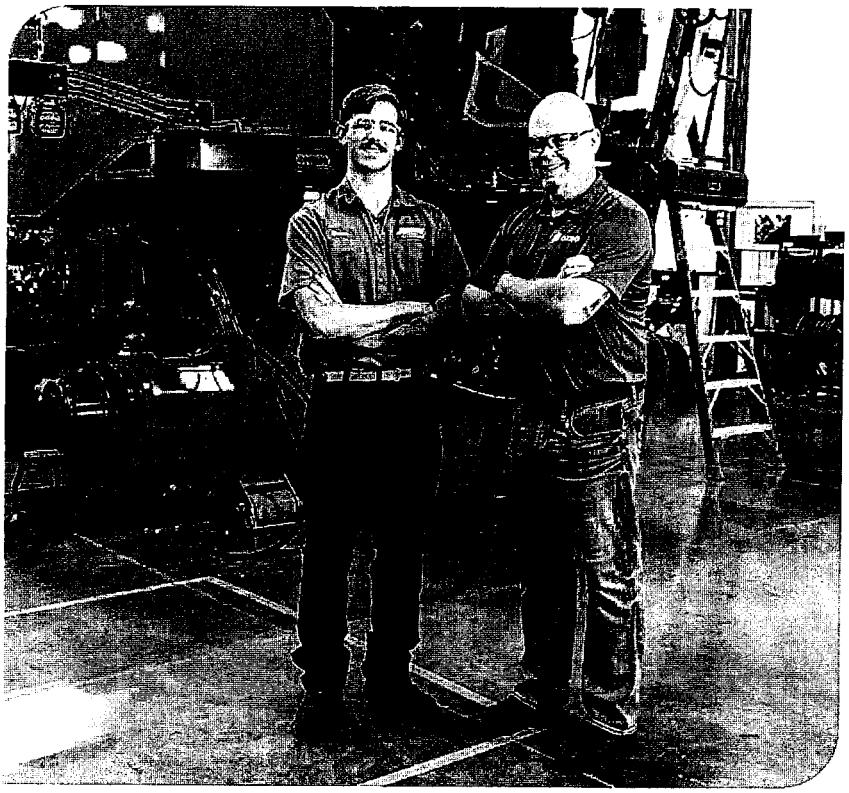
place for new businesses to grow. Today, many business incubators based on that model can be found across our country.

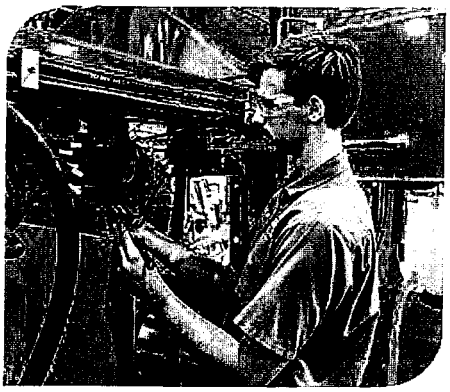
The range continues to grow. At the Science & Technology Advanced Manufacturing Park in the town of Alabama, our newest manufacturer is producing **dry vacuum pumps used to enable manufacturing of semiconductor chips across America and Europe**—connecting Genesee County to one of today's most important global technology industries.

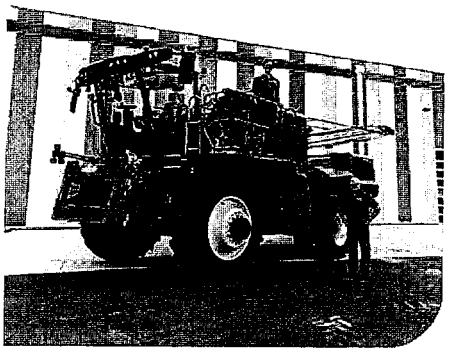
From agricultural roots to emerging technologies, Genesee County's manufacturers continue to adapt, invest and reach new markets..

*High-voltage porcelain insulators from **LAPP Insulators** in LeRoy are shipped to over 70 countries around the world.*



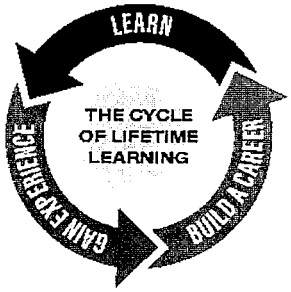






*Boden Spink and Manufacturing Director Chris Chadbourne at **Oxbo's** new manufacturing facility in Bergen*

Building a Future



Across Genesee County, purposeful connections between education and employers are helping people build careers—and businesses develop the workforce they need to grow.

BERGEN, NY — Inside *Oxbo's* new 200,000-square-foot manufacturing facility, agricultural equipment built in Genesee County is taking shape for customers around the world. It's sophisticated work, bringing together advanced technology, skilled trades and people who know how to make it all work.

It also takes a workforce prepared to grow with it.

For Manufacturing Director **Chris Chadbourne,** developing that workforce doesn't begin when a position needs to be filled. Oxbo has spent years working with educators and workforce partners to introduce students to manufacturing, bring them into the workplace and give them opportunities to learn alongside the people already doing the work.

Boden Spink is one of them. He's a recent Attica High School graduate and already a full-time Oxbo employee. He had always liked cars and once thought he might become an auto mechanic. Then the Electro-Mechanical Trades program at Genesee Valley BOCES introduced him to other possibilities.

A job shadow at Oxbo during his junior year led to a six-month paid apprenticeship as a senior. After graduation, he returned in July as an employee.

Boden came in interested in electrical work. He's already expanding into mechanics, hydraulics and engineering. "I've already moved to learning more in other areas and been given the chance to keep building upon the skills I already had," he says.

Chadbourne noticed his willingness to learn. "He came here with a great attitude; wants to learn," he says. "He does a good job because he asks questions and he listens."

Across Genesee County, those connections begin well before someone fills out a job application. GLOW With Your Hands introduces students to careers **in manufacturing,**

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agriculture, skilled trades, healthcare and other fields through hands-on experiences. Career and technical education builds practical skills. Workplace visits and job shadows give students a closer look, while apprenticeships put them alongside experienced employees.

Employers aren't waiting at the other end. They're involved along the way—sharing what skills they need, opening their doors, providing experience and continuing to train people once they're hired.

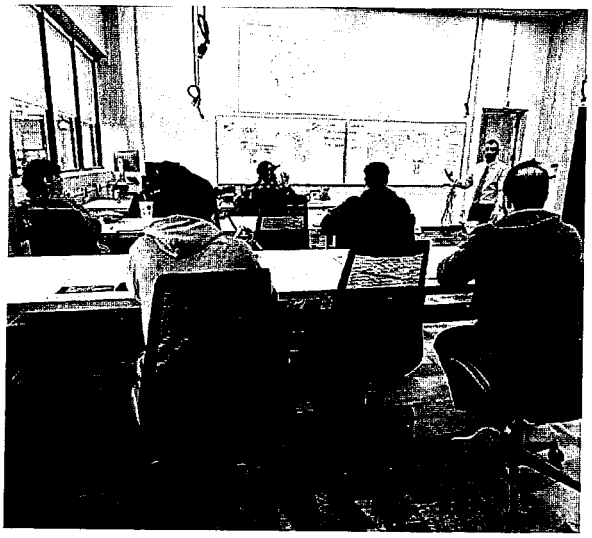
There are signs of that same approach elsewhere. At **Edwards Vacuum's** new semiconductor manufacturing facility at STAMP, Anthony Cercone is putting his technical education to work as a manufacturing engineer. He studied Advanced Manufacturing Engineering at the Orleans Career and Technical Education Center and participated in the Finger Lakes Youth Apprenticeship Program before joining Edwards.

And the connection goes both ways. Edwards Manufacturing Engineering Manager Michael Auquier also teaches CNC Fundamentals at Genesee Community College, bringing what he knows from industry back into the classroom while introducing people to careers in advanced manufacturing.

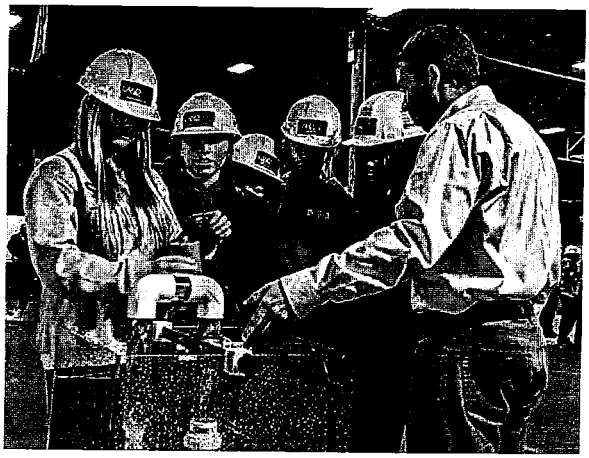
There isn't just one path forward. For some, it begins with career and technical education or an apprenticeship. For others, it may be Genesee Community College, the Career Center, workforce training or a four-year degree. Someone already working may earn a certification, learn new technology or develop the skills to take on a different role.

The result is more than a pipeline into a first job. It's a cycle. People learn, gain experience and build careers. They keep developing as the work changes. And, in time, many become the people teaching, mentoring and opening doors for someone coming behind them.

The workforce of the future isn't something Genesee County is waiting for. Our community is building it together.



*HVAC training at **Genesee Community College***



*Exploring career paths with **Liberty Pumps** in Bergen*



*The annual **GLOW With Your Hands** event in Batavia brings hundreds of young people together to explore careers and training opportunities with local manufacturers*

The next generation of Genesee County careers is here.

Are you ready?

Companies strengthening our national defense, crafting tasty dairy products, building agricultural machinery and powering semiconductor manufacturing are all growing in Genesee County.

Grow with them.



Connect with local programs, training, and one-on-one support for your future with our **Career Coaches**



Chris Suozzi
"Coach SwazZ"
585-409-1301
csuozzi@gcedc.com



Dr. Sheila Eigenbrod
seigenbrodphd @gmail.com

Explore Careers at GLOW With Your Hands & the Genesee County Career Roadmap

Demonstrate Skills for Career Readiness with ACT WorkKeys & the National Career Readiness Certificate

Earn & Learn in the Genesee Valley Pre-Apprenticeship & Finger Lakes Youth Apprenticeship Programs

Genesee County Economic Development Center | Inspiring, Preparing & Supporting Workforce

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GCEDC

Lezlie Farrell – Finance & Operations

Audit & Finance Committee Report

December 1, 2026

Insurance Renewal

Please see the attached renewal quotes provided by Selective for the Package Renewal and Worker's Compensation.

Tompkins is still waiting for Umbrella Policy quotes. We are hopeful that these will be available prior to the meeting. We will share those as soon as they are available.

Below is an excerpt from an email from Joe:

As previously discussed, we were not successful in obtaining any other alternative proposals for insurance. We feel this is primarily the result of two reasons:

1. *Selective offering a fair premium*
2. *Class of business- involving real estate development*

We also approached the following insurance companies:
Acadia
Chubb
Cincinnati
Philadelphia
Travelers
Utica Mutual

Fund Commitment:

- $87,400 was budgeted for General Liability / Property Insurance across all entities. Selective's quote is $80,551.15.
- $3,500 was budgeted for Worker's Compensation and the renewal cost is $2,403.
- Umbrella coverage was budgeted at $51,600 ($25,800 per entity). This is split 50/50 between the GCEDC and GGLDC. Total quoted is $TBD ($TBD per entity).

SELECTIVE

BE UNIQUELY INSURED℠

Quotation of Commercial Insurance

Prepared for:

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS INC STAMP SEWER WORKS INC
99 MED TECH DR
BATAVIA, NY 140209712

TOMPKINS Insurance Agencies

Presented By:

TOMPKINS INSURANCE AGENCIES, INC.
90 MAIN STREET
BATAVIA, NEW YORK 14020

Proposal Print Date: 11/17/2026

SELECTIVE

BE UNIQUELY INSURED℠

Quotation of Commercial Insurance
Governmental
Renewal

Prepared for:
GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS INC STAMP SEWER WORKS INC
99 MED TECH DR
BATAVIA, NY 140209712

TOMPKINS Insurance Agencies

Presented By:
TOMPKINS INSURANCE AGENCIES, INC.
90 MAIN STREET
BATAVIA, NEW YORK 14020

Proposal Print Date: 11/17/2026
Underwritten By:
Selective Way Insurance Company

The following quotation of insurance has been developed for the above captioned risk.
IT IS AGREED AND UNDERSTOOD NO COVERAGE HAS BEEN BOUND.

This quotation will expire after (30) days Or the effective date of requested coverages unless otherwise notified.

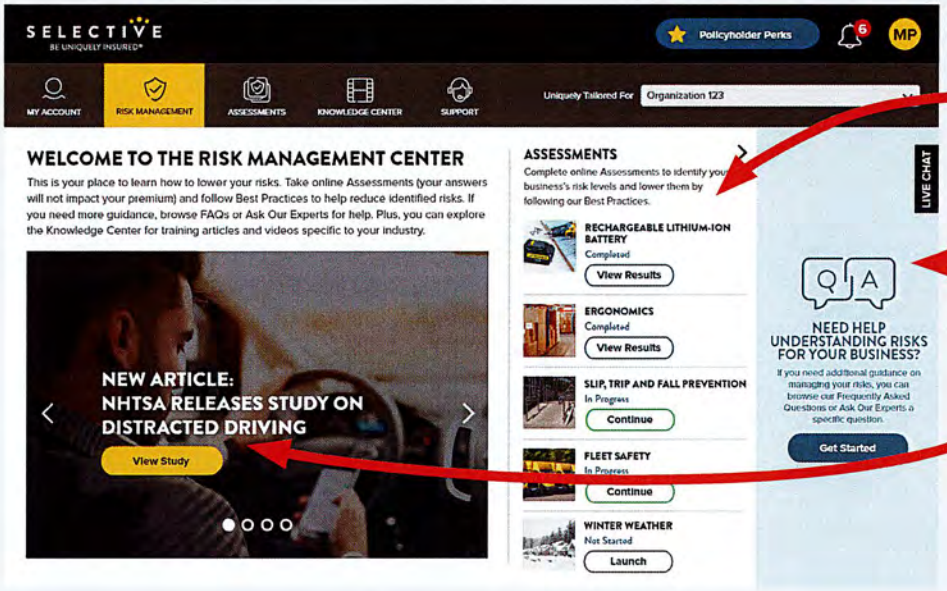
SELECTIVE'S RISK MANAGEMENT CENTER



LEARN HOW TO LOWER YOUR BUSINESS RISKS

Your business faces its own unique set of risks every day. The key to maintaining your success is staying ahead of those risks to help prevent costly losses and business interruptions.

Selective's Risk Management Center in your MySelective account features unique tools and resources you and your team can use to learn how to lower your business risks.



Assessments—complete online assessments to identify then lower your risk levels by following our Best Practices.*

Support—get additional guidance on reducing your risks by checking out FAQs. You can even Ask Our Experts if you can't find the answer you need.

Knowledge Center—explore training articles and videos specific to your industry to share with your team.

Plus, Policyholder Perks gives you access to a suite of complimentary tools and services to help you protect your business.

To give employees access to these features, you can go to your MySelective account settings and assign them the Risk Management role.

VISIT SELECTIVE'S RISK MANAGEMENT CENTER TODAY TO LEARN HOW TO LOWER YOUR BUSINESS RISKS

*Your assessment responses will not be used to impact your insurance policy or premium.

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SI-23-628

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4.1



A+
RATING
"Superior"
AM Best

PROVIDING UNIQUE INSURANCE SOLUTIONS SINCE 1926

Since its founding, Selective has built a reputation for providing unique insurance solutions backed by outstanding customer service. This reputation has been rewarded with an "A+" (Superior) Rating from AM Best, with an "A" or better for more than 9 decades.

Today, **Selective Insurance Group, Inc.** is a holding company for 10 property and casualty insurance companies that partner with independent agents to offer standard and specialty insurance for commercial and personal risks. Selective invites its customers to Be Uniquely Insured® in partnership with independent agents, who together deliver a superior customer experience.

Headquartered in Branchville, New Jersey since 1926, Selective employs a diverse workforce of engaged professionals. As one of the largest U.S. property & casualty groups, Selective is a super-regional Commercial and Personal Lines insurance carrier, writes Excess & Surplus Lines in 50 states, and is one of the largest "Write Your Own" insurance carriers in the National Flood Insurance Program.

Selective's unique position as both a leading insurance group and an employer of choice is recognized in a wide variety of awards and honors, including a listing in the Fortune 1000 and being named one of the Best Workplaces in Financial Services & Insurance™ by Great Place to Work® and Forbes.

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SI-24-238

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SELECTIVE
BE UNIQUELY INSURED®



Accident Mitigation Services

AUTO LINE OF BUSINESS

Selective delivers more than an insurance policy. When you choose to Be Uniquely Insured®, you can help keep your employees safer on and off the road with a suite of complimentary policyholder perks, including:

THE RISK MANAGEMENT CENTER

Learn how to identify and lower your business risks in MySelective with online assessments, expert support, and on-demand training.

MYSELECTIVE

Visit MySelective online or in the mobile app to manage your insurance and access more policyholder perks, including the Risk Management Center.

SELECTIVE DRIVE® FLEET MANAGEMENT

Encourage safe driving behaviors and manage fuel expenses with this advanced fleet management tool.

SAFETY FIRST – AUTO

How's my driving bumper sticker service, where the vehicles can be reported for poor performance by observers.

VISIT THE INFO CENTER ON SELECTIVE.COM FOR OUR LATEST VALUE ADDED SERVICES

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SELECTIVE
BE UNIQUELY INSURED®



Business Services

GENERAL LIABILITY LINE OF BUSINESS

Selective delivers more than an insurance policy. When you choose to Be Uniquely Insured®, you can help keep your business running smoothly year-round with a suite of complimentary policyholder perks, including:

THE RISK MANAGEMENT CENTER
Learn how to identify and lower your business risks in MySelective with online assessments, expert support, and on-demand training.

SAMPLE CONTRACTUAL RISK TRANSFER AGREEMENTS
Customize and execute these agreements using DocuSign eSignature, available in MySelective.

SECURITY MENTOR
Complete and share interactive online cybersecurity training courses with your team to help reduce your cyber risks.

PAYSYNC
Flexible payment program that adjusts your premium installments to match the unique flow of your business.

MYSELECTIVE
Visit MySelective online or in the mobile app to manage your insurance and access more policyholder perks, including the Risk Management Center.

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SELECTIVE
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Building Protection Services

PROPERTY LINE OF BUSINESS

Selective delivers more than an insurance policy. When you choose to Be Uniquely Insured®, you can prepare for potential disruptions with a suite of complimentary policyholder perks, including:

THE RISK MANAGEMENT CENTER
Learn how to identify and lower your business risks in MySelective with online assessments, expert support, and on-demand training.

MYSELECTIVE
Visit MySelective online or in the mobile app to manage your insurance and access more policyholder perks, including the Risk Management Center.

HAZARD DETECTION SYSTEM POLICIES & PROCEDURES
Be ready for the unexpected with expert procedures for maintaining fire sprinklers and security alarms.

IBHS WEATHER-RELATED DISASTER PREP & RECOVERY RESOURCES
Protect your business against weather-related risks with IBHS's severe weather and business continuity resources.

SECURITY MENTOR
Complete and share interactive online cybersecurity training courses with your team to help reduce your cyber risks.

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SELECTIVE
BE UNIQUELY INSURED®



Mobile Equipment Services

INLAND MARINE LINE OF BUSINESS

Selective delivers more than an insurance policy. When you choose to Be Uniquely Insured®, you can help protect your equipment against theft with a suite of complimentary policyholder perks, including:

THE RISK MANAGEMENT CENTER
Learn how to identify and lower your business risks in MySelective with online assessments, expert support, and on-demand training.

MYSELECTIVE
Visit MySelective online or in the mobile app to manage your insurance and access more policyholder perks, including the Risk Management Center.

NATIONAL EQUIPMENT REGISTRY
Register your equipment with the industry experts at NER to help rotect against theft and streamline the recovery process.

SECURITY MENTOR
Complete and share interactive online cybersecurity training courses with your team to help reduce your cyber risks.

VISIT THE INFO CENTER ON SELECTIVE.COM FOR OUR LATEST VALUE ADDED SERVICES

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SELECTIVE
BE UNIQUELY INSURED®



Consumer Product Safety Services

PRODUCT LIABILITY LINE OF BUSINESS

Selective delivers more than an insurance policy. When you choose to Be Uniquely Insured®, you can help keep your business running smoothly with a suite of complimentary policyholder perks, including:

THE RISK MANAGEMENT CENTER

Learn how to identify and lower your business risks in MySelective with online assessments, expert support, and on-demand training.

MYSELECTIVE

Visit MySelective online or in the mobile app to manage your insurance and access more policyholder perks, including the Risk Management Center.

SECURITY MENTOR

Complete and share interactive online cybersecurity training courses with your team to help reduce your cyber risks.

HACCP/FOOD SAFETY

Learn to evaluate and address food safety risks by following Hazard Analysis Critical Control Point.

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WHAT YOU CAN EXPECT AS A SELECTIVE CUSTOMER

Prior To Policy Issued

Our trusted independent agents will work closely with you to customize insurance protection that meets your unique needs.

As A Selective Customer

When you choose to Be Uniquely Insured, you get more than just a policy. You can rely on us to be there for you before, during, and after a claim. We even offer a broad range of value-added services that further enhance your experience.



EXCEPTIONAL SERVICE

Unique Policy Add-Ons

Ask your agent about enhancements for your policy. Add our flood insurance and umbrella insurance for even more protection.

"A+" Superior Rating

Selective has been rewarded with an "A" (Excellent) or better Rating from AM Best for over 90 years.

Flexible Payment Options

We offer various flexible payment plans, and multiple ways to pay. Receive billing reminders via email or text.

Be In The Know

Stay current with proactive auto and product recalls, customized weather alerts, billing reminders, claims notifications, and more.

VALUE BEYOND COVERAGE

Safety Management

Our Safety Management team can help you address your industry-specific risks with expertly-crafted resources like safety programs, training, and more.

NT24

Manage Workers Compensation claims expenses and return-to-work initiatives with a 24/7 nurse hotline.

Praesidium

Create a safer environment for customers and employees with the help of expert abuse or molestation prevention resources.

Security Mentor

Teach employees to protect valuable online business data with interactive security training courses.

INSURANCE AT YOUR CONVENIENCE

MySelective Online Account

Manage your insurance account your way with online features like paperless billing and policy, quick auto ID card access, claims reporting, and more.

Award-Winning Mobile App

Our MySelective app has received numerous awards and has a 4.6/5 app store rating.

LEARN MORE ABOUT SELECTIVE!
selective.com

SELECTIVE
BE UNIQUELY INSURED®

selective insurance

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Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS INC STAMP SEWER WORKS INC

Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

Premium Summary

Coverage	Premium
Property	$15,599.15
Crime Fidelity	$60.00
Inland Marine	$100.00
General Liability	$64,282.00
Automobile	$510.00
Total Premium	**$80,551.15**

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

Policy Location Schedule

Loc#	Bldg#	Street	City	State	Zip
001	001	7856 GRISWOLD CIR	LE ROY	NY	14482
002	001	PEMBROKE PARK	CORFU	NY	14036
003	001	W/S ALLEGANY ROAD	CORFU	NY	14036
004	001	99 MED TECH DR	BATAVIA	NY	14020

Class Code	0702	Property Interest	Not Available
Year Built	2010	Stories	2
Total Area	40642	Protection Class	04
Sprinklered	Y	Alarm	Not Available
Construction Type	NON-COMBUSTIBLE		

005	001	EAST MAIN ST RD & ELLICOTT ST RD	BATAVIA	NY	14020
006	001	6608 CROSBY RD	BASOM	NY	14013
007	001	6680 CROSBY RD	BASOM	NY	14013
008	001	6590 CROSBY RD	BASOM	NY	14013
009	001	6561 CROSBY RD	BASOM	NY	14013
010	001	6620 CROSBY RD	BASOM	NY	14013
011	001	6576 CROSBY RD	BASOM	NY	14013
012	001	LAKE ROAD	LEROY	NY	14482
014	001	CROSBY ROAD WEST SIDE	BASOM	NY	14013
015	001	CROSBY ROAD EAST SIDE	BASOM	NY	14013
016	001	gateway Ii	BATAVIA	NY	14020
017	001	805 LEWISTON RD	BASOM	NY	14013
018	001	6748 CROSBY RD	BASOM	NY	14013

Class Code	1070	Property Interest	Not Available
Year Built	2025	Stories	1
Total Area	500	Protection Class	5Y
Sprinklered	N	Alarm	Not Available
Construction Type	NON-COMBUSTIBLE		

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

Property

Policy Level

Deductible: 2,500
Coinsurance: Bldg: 100 BPP: 100
Loss Free Years: 3

Optional Coverages/Extensions	Limit	Premium
SelectPac Property Extension Endorsement		$680.00
Systems Power Pac Clas Rated Deductibles		
Combined All Coverages Ded: Follows Property Deductible		

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY

Coverage	Limit	Premium
Building	9,900,400	$5,841.00
Replacement Cost		
Agreed Value		
Business Pers Prop - Business Personal Property	125,441	$250.00
Replacement Cost		
Business Income with Extra Expense	640,000	$647.00
Coinsurance 80 %		
Business Income including Rental Value		
waiting period- 72 hours		
Systems Power Pac		$1,848.00
Location 004/001 - Total Premium		$8586

Location 018/001 - 6748 CROSBY RD, BASOM, NY

Coverage	Limit	Premium
Systems Power Pac		$612.00
Tanks, Bins and Silos	2,575,000	$5,356.00
Location 018/001 - Total Premium		$5968

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

Other	
NY Fire Tax	$45.15
Terrorism Premium (Certified Acts)	$320.00
Total Property Premium	**$15,599.15**

Crime Fidelity

Policy Level

Coverage Type: Governmental Crime Coverage

Coverages	Deductible	Limit	Premium
Employee Theft - Per Loss	$500.00	25,000	Included
Forgery & Alteration	$500.00	25,000	Included
Computer Fraud	$500.00	5,000	Included
Crime SelectPac Endorsement			$60.00

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY

Coverages	Deductible	Limit	Premium
IP - Theft of Money and Securities	$500.00	25,000	Included
IP - Robbery or Safe Burg of Other Prop	$500.00	25,000	Included
Outside the Premises	$500.00	25,000	Included

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

Location 018/001 - 6748 CROSBY RD, BASOM, NY

Coverages	Deductible	Limit	Premium
IP - Theft of Money and Securities	$500.00	25,000	Included
IP - Robbery or Safe Burg of Other Prop	$500.00	25,000	Included
Outside the Premises	$500.00	25,000	Included
Total Crime Fidelity Premium			**$60.00**

Inland Marine

Policy Level Coverages

	Limit	Premium
Virus or Harmful Code	50,000	$.00

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY

	Limit	Premium
Electronic Information Systems - Scheduled Equipment - Formula	25,000	$86.00

Other

Total Inland Marine Premium	**$100.00**

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

General Liability

Policy Level

	Limit	Premium
General Aggregate	2,000,000	
Products/Completed Ops	2,000,000	
Each Occurrence	1,000,000	
Personal & Advertising Injury	1,000,000	
Fire Damage	500,000	
Medical Expense	5,000	

Additional Coverages	Quantity/Limit	Premium
Designated Person/Org CG 2026	2	$70.00
ElitePac General Liability Extension Coverage		$1,500.00

Location Level

Location 001/001 - 7856 GRISWOLD CIR, LE ROY, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 28.580)	28	$800.00

Location Level

Location 002/001 - PEMBROKE PARK, CORFU, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 28.580)	36	$1,029.00

Location Level

Location 003/001 - W/S ALLEGANY ROAD, CORFU, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 28.580)	3	$86.00

Location Level

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

Location 004/001 - 99 MED TECH DR, BATAVIA, NY
Class 61212 - BUILDINGS PREM MERC MANF OTHER THA

Coverage	Exposure	Premium
Premises Operation (Final Rate 425.330)	38,900	$16,545.00

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY
Class 61227 - BUILDINGS PREMISES NOT FOR PROFIT

Coverage	Exposure	Premium
Premises Operation (Final Rate 1422.280)	3,100	$4,409.00

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY
Class 91585 - CONTRACTORS SUB OF BUILDINGS

Coverage	Exposure	Premium
Premises Operation (Final Rate 6.142)	IF ANY	- -
Products/Completed Operations (Final Rate 2.965)	IF ANY	- -

Location Level

Location 005/001 - EAST MAIN ST RD & ELLICOTT ST RD, BATAVIA, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 28.580)	58	$1,658.00

Location Level

Location 006/001 - 6608 CROSBY RD, BASOM, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 31.439)	1	$31.00

Location Level

Location 007/001 - 6680 CROSBY RD, BASOM, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

Coverage	Exposure	Premium
Premises Operation (Final Rate 31.439)	1	$31.00

Location Level

Location 008/001 - 6590 CROSBY RD, BASOM, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 31.439)	1	$31.00

Location Level

Location 009/001 - 6561 CROSBY RD, BASOM, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 31.439)	1	$31.00

Location Level

Location 010/001 - 6620 CROSBY RD, BASOM, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 31.439)	1	$31.00

Location Level

Location 011/001 - 6576 CROSBY RD, BASOM, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 31.439)	1	$31.00

Location Level

Location 012/001 - LAKE ROAD, LEROY, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

Coverage	Exposure	Premium
Premises Operation (Final Rate 4.108)	77	$316.00

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

Location Level

Location 014/001 - CROSBY ROAD WEST SIDE, BASOM, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 40.298)	665	$26,798.00

Location Level

Location 015/001 - CROSBY ROAD EAST SIDE, BASOM, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 40.013)	267	$10,683.00

Location Level

Location 016/001 - gateway Ii, BATAVIA, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 28.580)	6	$171.00

Location Level

Location 017/001 - 805 LEWISTON RD, BASOM, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

Coverage	Exposure	Premium
Premises Operation (Final Rate 31.439)	1	$31.00

Total General Liability Premium	**$64,282.00**

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

Automobile

Policy Level

Coverage	Symbol	Limit	Premium
Liability Limit Type CSL			
- Liability	8,9	1,000,000	
Non-Owned Employee Count		8	$452.00
ElitePac Commercial Auto Extension Endorsement			$25.00

State Level Coverages (NY)

Coverage	Symbol	Limit	Premium
Excess Hired		IF ANY	$33.00

Total Automobile Premium **$510.00**

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Selective Customer Self Service and Billing Options

SELECTIVE INSURANCE®

Selective understands you have unique insurance needs. Working with your agent, based on eligibility you can select from our various premium installment plans to meet your needs. Your options may include:

- 1-Pay: Due in full at policy inception
- Quarterly: Four equal installments due quarterly with the first installment due at policy inception
- 10-Even Pay: Ten equal installments due monthly with the first installment due at policy inception
- 12-Even Pay*: Twelve equal installments due monthly with the first installment due at policy inception
  *(*Only offered for enrolled customers on Auto Recurring with ACH/bank account payment method. Customers who chose to alter their payment method to other than Auto Recurring with ACH/Bank account will be moved to the 10-Even Pay plan upon renewal)*

Note: Policies on the same billing account may have different payment plans. Installment fees may apply.

Manage Your Account Your Way with MySelective

Register for MySelective to manage your insurance account with unique features like instant certificates of insurance, online claims reporting, paperless policy and billing, and more.

There are two ways to get started:

1. Online
   - Visit Selective.com
   - Click Login and then select Customers > Business & Individual Customers
   - Click Create an Account
     - Activate your account using your email, mobile phone, or policy number
2. Mobile App
   - Visit the Apple App Store® or the Google Play™ store and search for 'MySelective'
   - Download and open the app
   - Select Create an Account

Activate your account using your email, mobile phone, or policy number.

PaySync® Flexible Payment Program

Get the cash flow flexibility you need with PaySync for your eligible Selective Workers Compensation (WC) and Commercial Package Policy (CPP) – no down payments or special underwriting guidelines apply.

- PaySync for WC – pay your premium installments based on your payroll
- PaySync CPP – choose to have your premiums broken into 12, 24, 26, or 52 payments

You'll need to submit your payroll information to Selective each pay cycle to maintain PaySync WC eligibility. You can also have a third party, such as an accountant or payroll processor, submit your payroll on your behalf.

Visit selective.com/paysync or contact your agent to discover more PaySync benefits.

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Quote # 04180900

Policy Period: 01/01/27 to 01/01/28

Terrorism (Certified Acts) Information

Refer to attached IN 0587 1220 Policyholder Disclosure Notice – Offer of Terrorism Insurance Coverage when Terrorism Insurance Coverage Was Previously Rejected

TERRORISM COVERAGE AS DESCRIBED ABOVE, HAS BEEN REJECTED. AS A RESULT, THIS POLICY WILL EXCLUDE CERTAIN TERRORISM LOSSES. THE PREMIUM FOR THE TERRORISM (FIRE ONLY) COVERAGE IS $320.00.

TO INCLUDE TERRORISM, YOUR PREMIUM WOULD BE AS FOLLOWS:

TERRORISM - CERTIFIED ACTS: $2,785.00
TERRORISM – AUTO $0.00

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POLICYHOLDER DISCLOSURE NOTICE
OFFER OF TERRORISM INSURANCE COVERAGE
WHEN TERRORISM INSURANCE COVERAGE WAS PREVIOUSLY REJECTED

This policy provides no coverage for losses resulting from "acts of terrorism", as defined in Section 102(1) of the Terrorism Risk Insurance Act, except for fire losses resulting from an "act of terrorism" which we are prohibited by state law from excluding. This is because you have instructed us that you did not want to purchase coverage for such losses and further instructed us not to provide coverage for such losses on any renewal terms. We are providing this offer to you, however, because the Act requires us to annually offer you the opportunity to purchase insurance coverage for losses resulting from "acts of terrorism" certified under the Act.

Offer of Coverage:

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism", as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an "act of terrorism"; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU HAVE PREVIOUSLY REJECTED THIS COVERAGE AND INSTRUCTED US NOT TO PROVIDE IT ON ANY POLICY RENEWALS. THEREFORE, IN ACCORDANCE WITH THE ACT, WE HAVE ATTACHED EXCLUSION(S) ELIMINATING COVERAGE FOR CERTIFIED "ACT OF TERRORISM" LOSSES, EXCEPT FOR FIRE LOSSES RESULTING FROM AN "ACT OF TERRORISM".

IF YOU HAVE RECONSIDERED YOUR REJECTION AND WOULD NOW LIKE TO PURCHASE COVERAGE FOR LOSSES RESULTING FROM "ACTS OF TERRORISM" AS DEFINED IN SECTION 102(1) OF THE TERRORISM RISK INSURANCE ACT, PLEASE CONTACT YOUR AGENT FOR ASSISTANCE.

Disclosure of Premium:

The portion of your annual premium for Terrorism (fire only) coverage and is due regardless of whether you choose to purchase coverage for certified "acts of terrorism".

We can delete the exclusion(s) for a total annual Terrorism premium charge of , which includes the premium for Terrorism (fire only) coverage.

This additional premium charge does not include any charges for the portion of loss that may be covered by the federal government under the Act. Please be aware that even if you purchase coverage for losses resulting from certified "acts of terrorism", your policy will still contain other policy terms, conditions, limitations and exclusions that may impact whether coverage is available in the event of a loss resulting from a certified "act of terrorism".

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Federal Participation in Payment of Terrorism Losses:

You should know that where coverage is provided by this policy for losses resulting from certified "acts of terrorism", such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Cap on Insurer Participation in Payment of Terrorism Losses:

You should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified "acts of terrorism" when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

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PRAESIDIUM

WHAT YOU DON'T KNOW CAN HURT THOSE IN YOUR CARE AND YOUR ORGANIZATION.

Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and the organization's reputation, financial stability, and trust within the community. Who you should screen can depend on many factors, such as if the person is a new full-time hire, a season hire, or even a current employee. In determining the types of checks to utilize, organizations should follow all state, federal, and licensing regulations and consider an individual's level of access. Level of access may be influenced by:

WHO IS PRAESIDIUM?

Praesidium is the national leader in abuse risk management. With more than two decades of experience, and serving thousands of clients, our dedicated team of researchers, psychologists, attorneys, social workers, and human resource professionals have analyzed thousands of cases of abuse in organizations and synthesized the latest scientific research. We know how abuse happens in organizations . . . and how to prevent it.

- **Frequency**: How frequently does the individual work around or interact with consumers? Is it a one-time event or every day?
- **Duration**: What is the duration of the individual's interactions? Is it a one-time, one-hour event or an entire summer?
- **Level of Supervision**: Are the individual's interactions always supervised by another adult or are they one-on-one with consumers?
- **Nature of the Relationship**: What is the nature of the relationship between the individual and the consumers in the program? Does the individual merely supervise an area during an event that has consumers, or are they getting to know individual consumers and families while counseling, tutoring, or providing personal care services?

Selective Insurance has partnered with Praesidium to offer you discounted background screening services for your organization.

FOUR ELEMENTS FOR A THOROUGH BUT COST-EFFECTIVE BACKGROUND CHECK:

Check Facts: Aliases, DOBs, and address history all drive research and help to paint a complete picture.
Search Wide: Multi State criminal and national sex offender databases will identify the unexpected.
Search Deep: Targeted county level searches will give real-time information where records are most likely to be found.
Ask Questions: References can provide insights on behavior and clues to non-criminal boundary issues.

WHO SHOULD YOU SCREEN, AND HOW OFTEN?

New Hires/Volunteers: A thorough, consistently applied background screening process at the time of hire is your first and best opportunity to identify the problem.
Seasonal Hires/Volunteers: Seasonal staff present a unique risk because you don't see them for months at a time, but it's often not practical to complete a full new hire process each season. An annual check-in plan is key.
Re-Screening: Conducting targeted checks on your full-time employees at least every 3 years helps you identify issues before they impact your organization.

For more information go to: **selective.com/praesidium** - (800.743.6354) - **selective@praesidiuminc.com**
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

BACKGROUND SCREENING FOR SELECTIVE INSUREDS

Praesidium offers a selection of background screening packages plus a la carte services to empower your organization to conduct right-sized research. Praesidium's team can help contextualize the screening process as part of an overall culture of safety and discuss how screening works in hand with other abuse prevention efforts. Praesidium's team can also help you understand who to screen, how often, and the importance of re-screening.

In addition to Background Screenings - you can now access Praesidium Academy to add further training on abuse prevention. Praesidium Academy online training includes supporting tools that enhance both the short and long-term effectiveness of the training experience and produce sustainable changes in employee and volunteer behavior. Access to this system is **free** to Selective insureds.

	LOW ACCESS VOLUNTEERS	HIGH ACCESS VOLUNTEERS	EMPLOYEES	FINANCIAL ACCESS	ALA CARTE
	STARTING AT $16	STARTING AT $16	STARTING AT $16	STARTING AT $37	INDIVIDUAL COST PER SERVICE
Employment Credit ($60 one-time set up fee required)				X	$10.00
Confidence Multi State Criminal and Sex Offender Database w/Alias**	X	X	X	X	$ 9.00
7 Yr County Criminal Records Search: Current County of Residence*	X	X	X	X	$ 7.00
Add'l Counties Added As Needed Based on 7 yr Address History*		X	X	X	$ 5.50
County Civil Records Search (upper):1 County*				X	$11.00
Motor Vehicle Records Search*					$ 5.00
Employment Verification: 1 Position*					$ 8.00
Education Verification: 1 Degree*					$ 7.00
Personal Reference: 1 Reference					$11.00
Professional Reference: 1 Reference					$12.00
International Criminal Search 1 Jurisdiction*					$50.00
Social Media Search: Basic (3 Years)					$ 7.50
Social Media Search: Pro (7 Years)					$12.50

* 3rd Party keeper fees may apply and will be passed on at cost when incurred.
** Criminal records found in the Multi State database check are subject to verification at the source and additional costs may apply.

For more information go to: **selective.com/praesidium** - (800.743.6354) - **selective@praesidiuminc.com**
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SELECTIVE INSURANCE®

PRAESIDIUM

PREVENTING ABUSE TOGETHER

PRAESIDIUM'S MISSION:

TO HELP YOU PROTECT THOSE IN YOUR CARE FROM ABUSE AND TO HELP PRESERVE TRUST IN YOUR ORGANIZATION.

An incident of abuse can be detrimental to an organization. That's why Selective Insurance has partnered with Praesidium to provide policy holders access to targeted solutions to help your organization strengthen its abuse prevention efforts.

Selective insureds can access (at no additional cost):

Praesidium Model Policies, Screening and Selection Toolkit, and Praesidium Academy online training. Insureds can also take advantage of discounted Background Screening services.

WHO IS PRAESIDIUM?

Praesidium is a mission driven risk management firm that helps organizations reduce the risk of sexual abuse as well as the risk of false allegations. With over 25 years of experience and serving thousands of clients in the United States and 11 other countries, our dedicated team of researchers, psychologists, attorneys, social workers, and human resource professionals have analyzed thousands of cases of abuse in organizations and synthesized the latest scientific research.

We know how abuse happens in organizations and more importantly, how to prevent it.

PRAESIDIUM'S SCIENTIFIC METHODOLOGY

Using current research and root cause analysis, Praesidium developed its own abuse risk management model, The Praesidium Safety Equation® Root-cause analysis of several thousand incidents of abuse across industries demonstrated that risks fell into eight organizational operations: Policies, Screening and Selection, Training, Monitoring and Supervision, Internal Feedback Systems, Consumer Participation, Responding, and Administrative Practices. By implementing best practices in each of these operations, Praesidium determined that risks could be reduced or eliminated.

Policies +	Screening & Selection	+ Training
Monitoring & Supervision +	Internal Feedback Systems	Consumer + Participation
Responding +	Administrative Practices	= **A SAFE ENVIRONMENT**

For more information go to: selective.com/praesidium — 800.743.6354 — selective@praesidiuminc.com
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

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PRAESIDIUM

FEATURED SERVICES

Products and services offered to Selective Insureds:

- **MODEL POLICIES**

  Clear policies set the stage for safe environments by defining acceptable and unacceptable employee and volunteer conduct. Policies also facilitate effective monitoring and supervision by helping others to recognize and take action when they see policy violations. Praesidium can provide model policies, review and revise existing policies, or help your organization draft policies that address the protection of your consumers.

- **SCREEENING AND SELECTION TOOLKIT**

  The most comprehensive package of its kind, Praesidium's Screening and Selection Tool Kit comes complete with everything your organization needs to effectively screen employees and caregivers, including more than 80 "red flag" indicators for identifying high-risk applicants and hundreds of examples of high- and low-risk applicant responses.

- **PRAESIDIUM ACADEMY LEARN TO PROTECT SYSTEM**

  Praesidium Academy overcomes the limitations of traditional online training by including, an Action Plan to help learners apply what they're learning, a Discussion Guide to be used in a group setting, and a Coaching Playbook for supervisors, with each course. Your staff and volunteers get just the right training — at just the right time! And our on-site instructor-led and train-the-trainer training is perfect for large groups or specialized content.

- **DISCOUNTED BACKGROUND SCREENING**

  Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and your organization's reputation, financial stability and trust within the community. Praesidium offers several standard and customizable criminal background screening packages plus other a la carte background screening services.

Sign up for our

complimentary tip of the month emails by going to:

http://bit.ly/2MQeLqq

For more information go to: selective.com/praesidium — 800.743.6354 — selective@praesidiuminc.com
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

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SELECTIVE INSURANCE®

PRAESIDIUM

PROTECTING VULNERABLE POPULATIONS WITH TRAINING

PRAESIDIUM'S ACADEMY LEARN TO PROTECT SYSTEM

The Praesidium Academy Learn to Protect System is far more than a check-the-box collection of e-learning courses. Instead, it is a comprehensive system based on learning theory and best practices in adult learning. It helps build and sustain a culture of safety in your organization, and it helps meet the training requirements included in Praesidium's Safety Equation®, a scientifically-based framework for preventing abuse in organizations.

At the core of the Praesidium Academy Learn to Protect System is a continually expanding library of engaging courses, each with clearly defined outcomes. In fact, volunteers, employees, and executives from a diverse range of organizations have completed more than one million Praesidium Academy courses! Courses include research-based content, highly interactive multimedia activities, application scenarios, and a content mastery quiz.

COMPLIMENTARY PRAESIDIUM ACADEMY ACCESS FOR SELECTIVE INSUREDS

Selective Insurance has partnered with Praesidium to provide policyholders access to targeted solutions to help your organization strengthen its abuse prevention efforts.

Selective insureds can access (at no additional cost) Praesidium's Model Policies, the Praesidium Screening and Selection Toolkit, and online training. Insureds can also take advantage of discounted Background Screening.

Visit selective.com/praesidium to access your complimentary Praesidium resources.

The Praesidium Academy Learn to Protect System includes supporting tools that enhance both the short and long term effectiveness of the training experience and produce sustainable changes in employee and volunteer behavior.

Praesidium Academy can also be streamlined with our background screening services to provide a one-stop solution for both training and your screening prevention efforts. These screening services are available at a discount to Selective Insureds.

Action Plans are printed and used with the online course. Action Plans summarize the key learning points and prompt learners to take notes throughout the course. They provide a great reference after the course.	**Coaching Playbooks provide supervisors a high-level summary of the course, including learning objectives and key learning points. The Coaching Playbooks give supervisors practical steps they can take to reinforce the learning.**	**Discussion Guides are developed for small group and classroom discussions. A facilitator is able to reinforce important content and remind learners of what they learned in the online course.**

For more information go to: **selective.com/praesidium** — 800.743.6354 — selective@praesidiuminc.com In order to receive this **EXLUSIVE** benefit please identify yourself as a Selective Insurance agent or insured.

IMPORTANT NOTICE TO POLICYHOLDERS
STATEMENT OF VALUES

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISION OF THE POLICY SHALL PREVAIL.

REGARDING YOUR COVERAGES, LIMITS, AND VALUATIONS

A Statement of Values is your official acknowledgment and agreement that all coverages, limits, and valuations provided by your policy are adequate and accurate. Selective Insurance previously required you to submit an updated Statement of Values for each renewal term. Selective Insurance is no longer requiring an annual Statement of Values.

You are responsible for selecting the appropriate amount of coverage to ensure limits are accurate and adequate. Please refer to the Quote Summary or Declarations to review your coverages, limits, and valuations which will now serve as the Statement of Values for the associated policy term. Contact your agent for any needed changes.

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SelectPac Property Extension

The following forms are included:

- CP 7628 SelectPac Property Extension Endorsement
- CP 7629 SelectPac Schedule (lists the coverages & limits in the above endorsement)

Coverage	Limit
Additional Property Covered:	
The cost of excavations, grading, backfilling or filling	Included in Bldg Limit
Foundations of buildings, structures, machinery or boilers	Included in Bldg Limit
Personal property while airborne or waterborne	Included in BPP Limit
Underground pipes, flues or drains	Included in Bldg Limit
Arson, Theft and Vandalism Rewards (not applicable in New York)	$5,000
Back Up Of Sewer, Drain Or Sump - Direct Damage	$50,000
Brands and Labels	Included in BPP Limit
Business Income/Extra Expense Related Additional Coverages (applicable if BI written):	
Back Up Of Sewer, Drain Or Sump - Business Income	$50,000
Dependent Properties	$50,000
Extended Period of Indemnity	180 Days
Extra Expense (applies if no Business Income - ALS coverage)	$25,000
Newly Acquired Locations - Business Income	$50,000
Utility Services - Time Element	$25,000
Business Personal Property Seasonal Increase	10%
Change of Temperature and Humidity	Included
Claim Expenses	$10,000
Consequential Loss to Stock	Included in Valuation
Deductible (waiver of multiple property deductibles)	Included
Deferred Payments	$5,000
Fire Department Service Charge	$5,000
Fire Extinguishing Equipment	$10,000
Inland Marine Related Coverages:	
Accounts Receivable	$25,000
Electronic Information Systems (aka Computer Equipment and Electronic Data)	$25,000

SelectPac Property Extension

Coverage	Limit
Fine Arts	$10,000
Installation Property	$25,000
Mobile Equipment	$10,000
Personal Effects - Within the Coverage Territory	$5,000 Per Person / $25,000 Occurrence
Property in Transit - Within the Coverage Territory	$25,000
Salesperson's Samples - Within the Coverage Territory	$10,000
Tools and Equipment	$10,000
Valuable Papers and Records	$25,000
Lock Replacement	$1,000
Marring and Scratching	Included
Newly Acquired or Constructed Property - Building Per Location	$500,000
Newly Acquired or Constructed Property - Business Personal Property Per Location	$250,000
Non-Owned Detached Trailers	$5,000
Ordinance or Law Coverage:	
Coverage A - Undamaged Parts of a Building	Included in Bldg Limit
Coverage B - Demolition Cost	$50,000
Coverage C - Increased Cost of Construction	$50,000
Coverage D - Tenants' Improvements and Betterments	$10,000
Outdoor Property	$50,000
Outdoor Trees, Shrubs and Plants ($2,500 any one item)	$10,000
Personal Property At Unnamed Premises - Within the Coverage Territory	$25,000
Personal Property of Others	Included in BPP Limit
Pollutant Clean-up and Removal	$25,000
Premises Boundary Increased Distance	1,000 Feet
Replacement Cost Valuation for Personal Property of Others	Included
Selling Price Valuation	Included
Spoilage (formerly Refrigerated Property)	$5,000
Tenant's Building Glass Liability	Included in BPP Limit
Theft Damage to Building	Included in BPP Limit

SelectPac Property Extension

Coverage	Limit
Theft Limitation Amendments	
Patterns, Dies, Molds and Forms	Included in BPP Limit
Utility Service - Direct Damage	$25,000
Voluntary Parting by Trick, Scheme or Device	Included

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Crime SelectPac Endorsement

Coverage	Limit
Crime SelectPac Endorsement CR 7914 **[1]**	
Employee Theft	$25,000
Forgery Or Alteration	$25,000
Inside The Premises – Theft of Money and Securities	$25,000
Inside The Premises – Robbery Or Safe Burglary of Other Property	$25,000
Outside The Premises	$25,000
Computer Fraud	$5,000

[1] When the SelectPac Property Extension Endorsement is purchased, the Crime SelectPac Endorsement is available under the Crime Coverage Part. The Crime SelectPac is not available if the SelectPac Property Extension Endorsement is not purchased.

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ElitePac® General Liability Extension Coverage

The following forms/coverages are included:

- CG 73 00 (or CG 73 00NY, CG 73 00FL, CG 73 00GA) ElitePac® General Liability Extension Endorsement
- CG 73 12 Additional Insured – Owners, Lessees, Contractors – Ongoing Operations – Automatic Status
- CG 79 35 (or CG 79 35NY, CG 79 35FL) Product Recall Expense Coverage Endorsement - $25,000 Limit
- $15,000 Increased Limit for Medical Payments (N/A for the following Market Segments: Auto Services, Emergency Services, Governmental, Hotels, Resorts, and Restaurants)

Coverage	Limit
Additional Insured – Primary and Non-Contributory Provision	Included
Blanket Additional Insureds – As Required By Contract	Included
Lessors of Leased Equipment	Included
Managers or Lessors of Premises	Included
Mortgagees, Assignees and Receivers	Included
Grantors of Permits	Included
Broad Form Vendors Coverage	Included
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	$500,000 (Limit to be shown on Dec Page)
Electronic Data Liability	$100,000
Employee Definition Amended	Included
Employees As Insureds Modified	Included
Employer's Liability Exclusion Amended (N/A in NY)	Included
Incidental Malpractice Exclusion Modified (N/A for Social Service and Senior Living Market Segments)	Included
Knowledge of Occurrence, Claim, Suit or Loss	Included
Liberalization Clause	Included
Medical Payments Amendments	Included
Any Insured Amendment	Included
Products Amendment	Included
Mental Anguish Amendment (N/A in NY)	Included

ElitePac® General Liability Extension Coverage

Coverage	Limit
Newly Formed or Acquired Organizations	Included
Non-Accumulation of Limits (N/A in NY or WI)	Included
Non-Owned Aircraft	Included
Non-Owned Watercraft (under 60 feet)	Included
Not-For-Profit Organization Members as Additional Insureds	Included
Personal and Advertising Injury – Discrimination Amendment (N/A in NY)	Included
Supplementary Payments Amended	Included
Bail Bonds	$5,000
Loss of Earnings	$1,000
Unintentional Failure To Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery (subrogation)	Included

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COVERAGE SUMMARY

SELECTIVE
BE UNIQUELY INSURED®

ElitePac® Commercial Auto Extension Endorsement

The following forms are included:

- CA 7809NY ElitePac® Commercial Automobile Extension
- CA 7816NY Schedule ElitePac® Commercial Automobile Extension

Coverage	Limit
Amendments To Section II – Liability Coverage	
Newly Acquired Or Formed Organizations – qualify as named insured if majority owned with no similar insurance available	Included
Limited Liability Companies – members and managers are insureds while using an auto not owned or hired by named insured	Included
Employees As Insureds – while using an auto not owned or hired by named insured in named insured's business	Included
Blanket Additional Insureds	Included
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	$3,000 Per "Accident"
Loss Of Earnings	$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment – exclusion does not apply to volunteer workers not entitled to Workers Compensation coverage	Included
Fellow Employee Coverage (N/A in Virginia) – the exclusion is deleted	Included
Care, Custody Or Control Amendment – exclusion does not apply to property owned by anyone other than an insured	$1,000 limit Per "Accident"; $500 Deductible Per "Accident"
Amendments To Section III – Physical Damage Coverage	
Towing And Labor	
Private Passenger Auto, Social Service Van or Bus, Light Truck Commercial Auto With GVWR or GCW Greater Than 10,000 Pounds	$75 Per Tow $150 Per Tow
Glass Breakage Deductible – waived when glass is repaired	Included
Additional Transportation Expenses	$60 Per Day up to a maximum of $1,800
Hired Auto Physical Damage Coverage	$75,000 Per "Loss"
Hired Auto Loss of Use Coverage – for expenses named insured is legally responsible to pay for loss of use of covered auto	$750 Per "Accident"

COVERAGE SUMMARY

SELECTIVE
BE UNIQUELY INSURED®

ElitePac® Commercial Auto Extension Endorsement

Coverage	Limit
Amendments To Section III – Physical Damage Coverage, Continued	
Auto Loan/Lease Gap Coverage (N/A in New York) – includes unpaid amount due on lease or loan, with exceptions	Included
Personal Effects Coverage – for covered personal items in a covered auto at time of theft, no deductible applies	$500 Per "Accident"
Airbag Coverage	Included
Expanded Audio, Visual, and Data Electronic Equipment Coverage - $50 deductible applies	Included
Comprehensive Deductible – Location Tracking Device – maximum $50 deductible applies if tracking device aided in recovery of the auto	Included
Physical Damage Limit Of Insurance – removes restriction related to betterment and sublimit of $1,000 for electronic equipment	Included
Green Automobile Replacement Coverage	10% up to $3,000 per "auto", $10,000 maximum per loss"
Amendments To Section IV – Business Auto Conditions	
Duties In The Event of Accident, Claim, Suit or Loss – this condition does not apply unless certain persons have knowledge of the accident, claim, suit or loss	Included
Waiver of Subrogation – blanket waiver when liability has been assumed under an insured contract	Included
Multiple Deductibles – if two or more covered autos involved in loss, only the highest applicable deductible applies	Included
Concealment, Misrepresentation or Fraud – coverage not denied if named insured unintentionally fails to disclose existing hazard	Included
Policy Period, Coverage Territory – covers any type of covered auto hired without a driver for 30 days or less anywhere in the world	Included
Two or More Coverage Forms or Policies Issued By Us – Deductibles - only the highest applicable deductible will apply subject to a minimum deductible of $50; a minimum $100 Collision deductible applies to private passenger autos.	Included
Amendments To Section V – Definitions	
Bodily Injury Including Mental Anguish (N/A in New York)	Definition
Coverage Territory – Broadened Definition	Included

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Genesee County Economic Development Center
Dashboard - October 2026
Balance Sheet - Accrual Basis

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	10/31/26	9/30/26	[Per Audit] 12/31/25
ASSETS:			
Cash - Unrestricted	$ 12,074,273	$ 12,081,397	$ 11,842,122
Cash - Restricted (A) (1)	9,757,616	6,589,197	16,905,847
Cash - Reserved (B) (2)	5,823,173	6,048,640	6,944,779
Cash - Subtotal	27,655,062	24,719,234	35,692,748
Grants Receivable (3)	8,188	5,278	517,192
Accounts Receivable - Current (4)	812,284	505,284	524,626
Interest Receivable	47,619	29,833	56,171
Deposits (5)	293,759	589,084	2,832
Prepaid Expense(s) (6)	41,276	29,523	46,466
Loans Receivable - Current	36,650	38,814	54,301
Total Current Assets	**28,894,838**	**25,917,050**	**36,894,336**
Land Held for Dev. & Resale (7)	67,517,868	64,638,428	55,717,406
Furniture, Fixtures & Equipment	72,862	72,862	72,862
Leasehold Improvements	17,818	17,818	9,223
Total Property, Plant & Equip.	67,608,548	64,729,108	55,799,491
Less Accumulated Depreciation	(72,282)	(72,185)	(71,148)
Net Property, Plant & Equip.	**67,536,266**	**64,656,923**	**55,728,343**
Accounts Receivable- Noncurrent (8)	3,675,000	4,050,000	4,050,000
Grants Receivable- Noncurrent (3)	50,850	50,850	50,850
Loans Receivable- Noncurrent (Net of $23,393 Allow. for Bad Debt)	46,015	48,252	78,261
Right to Use Assets, Net of Accumulated Amortization	89,614	89,614	89,614
Other Assets	**3,861,479**	**4,238,716**	**4,268,725**
TOTAL ASSETS	**100,292,583**	**94,812,689**	**96,891,404**
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (14)	301,089	301,089	301,089
Deferred Outflows of Resources	**301,089**	**301,089**	**301,089**
LIABILITIES:			
Accounts Payable (9)	53,040	62,916	2,212,365
Loan Payable - Genesee County - Current (10)	350,000	350,000	335,000
Loans Payable - ESD - Current (11)	5,196,487	5,196,487	5,196,487
Accrued Expenses	92,699	87,344	37,757
Lease Payable - Current	9,300	9,300	9,300
Customer Deposits (12)	54,880	242,120	42,532
Unearned Revenue (13)	8,431,214	5,062,270	14,064,762
Total Current Liabilities	**14,187,620**	**11,010,437**	**21,898,203**
Loan Payable - Genesee County - Noncurrent (10)	1,500,000	1,500,000	1,850,000
Lease Payable - Noncurrent	85,993	85,993	85,993
Net Pension Liability (14)	426,638	426,638	426,638
Total Noncurrent Liabilities	**2,012,631**	**2,012,631**	**2,362,631**
TOTAL LIABILITIES	**16,200,251**	**13,023,068**	**24,260,834**
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (14)	9,637	9,637	9,637
Deferred Inflows of Resources	**9,637**	**9,637**	**9,637**
NET ASSETS	**$ 84,383,784**	**$ 82,081,073**	**$ 72,922,022**

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Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the $8M, $33M and $56M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD.
2. Reserved Cash - Funds have been internally reserved as matching funds related to the FAST NY grant supporting STAMP development. Funds have also been reserved as collateral for the $4M letter of credit required by NYPA.
3. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
4. Accounts Receivable - Current - Economic Development Funding, MTC Management, Project Origination Fee installments due within 12 months of the balance sheet date (Hecate Solar $550K (2025 & 2026), GE Bergen $100K & HP Hood $129.8K), misc.
5. Deposits - Includes deposit paid to NY Power Authority, which will be reduced as expenses are recognized; Down payment on the 345 kv breaker for STAMP; MTC lease security deposit.
6. Prepaid Expense(s) - CCS Task 2 Annual Raptor Survey and insurance.
7. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
8. Accounts Receivable - Noncurrent - Termed out project origination fees from GE Bergen and Hecate Solar that will not be collected within 12 months from the Balance Sheet date.
9. Accounts Payable - 2025 legal expenses related to Ellicott Station that will be paid in 2026, interest earned on grant funds that will be remitted to ESD, dental insurance, Ostroff, and e3communications.
10. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted $4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of $448,500 beginning in January 2020.
11. Loans Payable - ESD - Current - Loans from ESD to support STAMP land acquisition and related soft costs.
12. Customer Deposits - Funds received from projects that are subject to the Local Labor Policy and responsible for covering expenses related to the required reporting; Funds received from data center projects to cover expenses related to review of their applications.
13. Unearned Revenue - STAMP ESD grant funds received in advance and deposited into an imprest cash account (related to the $33M grant, $8M grant and $56M FAST NY grant); Municipal and National Fuel grant funds received, but not yet expended / earned; interest received in advance; Genesee County contribution received in advance.
14. Deferred Pension Outflows / Deferred Pension Inflows / Net Pension Liability - Accounts related to implementation of GASB 68.

(A) Restricted Cash = Customer Deposits, BP2 Funds, GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance, Batavia Home Funds.
(B) Reserved Cash = FAST NY Grant Matching Funds, STAMP Letter of Credit Reserve, Workforce Dev Funds, CBA Funds.

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Genesee County Economic Development Center
Dashboard - October 2026
Profit & Loss - Accrual Basis

	10/31/26	10/31/25	YTD 2026	YTD 2025	2026 Board Appr. Budget	2026 YTD % of Budget
Operating Revenues:						
Genesee County	$ 19,459	$ 19,459	$ 194,591	$ 194,591	$ 233,513	83%
Genesee County - WFD	2,083	2,083	20,831	20,831	25,000	83%
Fees - Projects	-	-	318,950	4,859,685	1,057,000	30%
Fees - Services	7,372	7,309	73,719	73,091	88,460	83%
Interest Income on Loans	96	148	1,145	1,679	1,330	86%
Rent	4,970	5,100	27,440	29,054	28,780	95%
Common Area Fees - Parks	-	-	2,836	2,814	2,855	99%
Grants (1)	2,592,207	1,311,106	12,165,150	18,765,472	35,913,690	34%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	250,000	250,000	300,000	83%
Land Sale Proceeds	-	-	10,010	-	-	N/A
BP^2 Revenue	-	-	19,460	15,215	45,752	43%
Other Revenue (2)	194,345	4,555	975,715	220,518	86,915	1123%
Total Operating Revenues	2,845,532	1,374,760	14,059,847	24,432,950	37,783,295	37%
Operating Expenses						
General & Admin	140,771	125,010	1,341,194	1,262,357	1,800,355	74%
Professional Services (3)	206,110	21,737	1,093,751	242,595	257,065	425%
Site Maintenance/Repairs	7,509	1,874	22,988	19,348	64,500	36%
Property Taxes/Special District Fees	-	-	3,659	3,873	4,137	88%
BP^2 Expense	-	-	-	-	-	N/A
PIF Expense	152,971	156,652	259,806	227,936	205,137	127%
Grant Expense - Batavia Home Fund	-	-	-	10,000	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense	81,687	13,795	356,071	634,666	24,580,781	1.4%
Leasehold Improvements	-	-	8,595	-	-	
Real Estate Development (4)	2,879,440	1,246,766	11,800,462	19,274,222	13,286,369	89%
Balance Sheet Absorption	(2,879,440)	(1,246,766)	(11,809,057)	(19,274,222)	-	N/A
Total Operating Expenses	589,048	319,068	3,077,469	2,400,775	40,198,344	8%
Operating Revenue (Expense)	**2,256,484**	**1,055,692**	**10,982,378**	**22,032,175**	**(2,415,049)**	
Non-Operating Revenue						
Other Interest Income	46,227	59,256	479,384	618,266	388,000	124%
Total Non-Operating Revenue	46,227	59,256	479,384	618,266	388,000	124%
Change in Net Assets	**2,302,711**	**1,114,948**	**11,461,762**	**22,650,441**	**$ (2,027,049)**	
Net Assets - Beginning	**82,081,073**	**65,047,461**	**72,922,022**	**43,511,968**		
Net Assets - Ending	**$ 84,383,784**	**$ 66,162,409**	**$ 84,383,784**	**$ 66,162,409**		

Significant Events:

1. Grants YTD - Med Tech Landing annual contribution to the Batavia Home Fund (to be paid in 2026-2045); 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.
2. Other Revenue YTD - Annual meeting registrations, local labor reporting and data center project review expenses covered by participating projects, misc.
3. Professional Services YTD - Includes legal and consulting services for the data center project review, local labor requirements, government relations, audits, and other related matters.
4. Real Estate Development Costs YTD - STAMP development costs.

DRAFT

Genesee County Economic Development Center
October 2026 Dashboard
Statement of Cash Flows

	10/31/26	YTD
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:		
Genesee County	$ 21,542	$ 236,964
Fees - Projects	100,000	409,200
Fees - Services	-	66,345
Interest Income on Loans	92	1,103
Rent	6,470	27,840
Common Area Fees - Parks	-	2,836
Grants	5,956,745	6,997,125
BP^2 Revenue	-	19,460
GGLDC Grant - Economic Development Program Support	-	225,000
Other Revenue	7,105	424,323
Repayment of Loans	4,401	49,897
Net Land Sale Proceeds	-	10,010
Customer Deposit	-	735,127
General & Admin Expense	(147,000)	(1,290,765)
Professional Services	(206,110)	(1,235,135)
Site Maintenance/Repairs	(7,509)	(22,988)
Site Development	(81,687)	(426,060)
Property Taxes/Special District Fees	-	(3,659)
PIF Expense	(152,971)	(276,992)
Deposit Paid	-	(2,216,415)
Improv/Additions/Adj to Land Held for Development & Resale	(2,584,115)	(11,829,897)
Net Cash Provided (Used) By Operating Activities	2,916,963	(8,096,681)
CASH FLOWS USED BY CAPITAL & RELATED FINANCING ACTIVITIES:		
Purchase of Capital Assets/Leasehold Improvements	-	(10,200)
Net Cash Used By Capital & Related Financing Activities	-	(10,200)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(335,000)
Net Cash Used By Noncapital Financing Activities	-	(335,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	18,865	404,195
Net Change in Cash	2,935,828	(8,037,686)
Cash - Beginning of Period	24,719,234	35,692,748
Cash - End of Period	$ 27,655,062	$ 27,655,062
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Operating Revenue	$ 2,256,484	$ 10,982,378
Depreciation Expense	97	1,134
Decrease in Operating Accounts/Grants Receivable	65,090	596,346
(Increase) Decrease in Deposits	295,325	(290,927)
(Increase) Decrease in Prepaid Expenses	(11,753)	5,190
Decrease in Loans Receivable	4,401	49,897
Increase in Land Held for Development & Resale	(2,879,440)	(11,800,462)
Decrease in Operating Accounts Payable	(300)	(2,073,979)
Increase in Accrued Expenses	5,355	54,942
Increase (Decrease) in Unearned Revenue	3,368,944	(5,633,548)
Increase (Decrease) in Customer Deposits	(187,240)	12,348
Total Adjustments	660,479	(19,079,059)
Net Cash Provided (Used) By Operating Activities	$ 2,916,963	$ (8,096,681)

Educational Consultant Report - Genesee County Economic Development Center Board of Directors, December 2026

It is an absolute privilege and pleasure to continue to serve as the Educational Consultant for the Genesee County Economic Development Center (GCEDC). This year has been particularly interesting and busy as I agreed to serve as the ACT WorkKeys Testing Coordinator at Genesee Valley BOCES (GVBOCES). The GCEDC and GVBOCES have developed an innovative and progressive workforce development partnership directed at building a Work Ready Community in Genesee County. Chris Suozzi is the driving force behind building our Work Ready Community. Respectfully submitted is a summary of special projects, school engagement meetings, events and presentations, committee memberships, and regional and online training for the 2026 calendar year.

GCEDC Special Projects

- ACT WorkKeys Assessments and Building a Work Ready Community
    - Ninety-One (91) students assessed in total with 98% earning a National Career Readiness Certificate (NCRC)
    - Sixty-Three (63) students reside in Genesee County with 97% earning a National Career Readiness Certificate (NCRC)
    - Twenty-Two (22) adults assessed in total with 100% earning a National Career Readiness Certificate (NCRC)

GCEDC Special Projects, Cont.

  - Fourteen adults assessed in Genesee County with 100% earning a National Career Readiness Certificate (NCRC)
  - Participating schools included; Pavilion, Notre Dame, Byron-Bergen, Attica, Oakfield Alabama, and Batavia High School and the GVBOCES Electromechanical CTE programs
    - Note: Results may differ slightly from data recorded on the ACT Work Ready Communities website. This is attributed to school district reporting and data collection metrics based on registration information submitted by test takers.
- Testing of six (6) teachers at Oakfield-Alamaba High School is scheduled on 11/24 followed by an implementation planning meeting for assessing high school students
- Genesee County ACT Work Ready Community Educator, Business and Industry Summit
  - Coordinated and facilitated an August event engaging schools, industries and businesses in a conversation on how to build a Work Ready Community in Genesee County
- Prepared documentation for GVBOCES grant writing to secure funding for ACT WorkKeys Assessments testing fees and staffing the GVBOCES Testing Center and Campus Testing Sites
- Created a GVBOCES training manual for the administration of WorkKeys assessments for newly hired Testing Coordinators at GVBOCES Testing Sites

- Ongoing collaboration with Greg Napierala, ACT Director, Direct to Learner Counselor Outreach to advance the implementation of WorkKeys assessments testing, digital badging and job profiling

School Engagement Meetings, Events and Presentations

- Rochester Technology and Manufacturing Association (RTMA) and GVBOCES Pre-Apprenticeship Signing Day and Celebration
- The BEST Center Workforce Development meeting at Genesee Community College
- GVBOCES Electromechanical WorkKeys NCRC Celebration
- Brockport High School WorkKeys Test Preparation collaboration
- Collaboration with Jim and Chris on the design and purchasing of ACT WorkKeys promotional items
- GVBOCES Workforce Portal Development
    - Meetings with school counselors, school administrators and educators to pilot the portal
- Perry High School College and Career Night
- Genesee Business Education Alliance (BEA) Senior Job Fair
- Career Fairs at GVBOCES Batavia Campus,York, Byron-Bergen, and Perry Middle School/High School
- Youth Conference (7th/8th graders) at Genesee Community College
- GVBOCES Seal of Civic Readiness Awards
- Cooley Comics Workforce Development 4th grade event at John Kennedy Elementary School
- Attended GLOW With Your Hands Fall and Spring Events
- Met with the new Executive Director of CTE programming at GVBOCES to discuss ACT WorkKeys Assessments and Workforce Development

- Participated in Open houses at Pavilion, Notre Dame, and Perry High Schools and GVBOCES, Batavia campus

School Engagement Meetings, Events and Presentations, Cont.

- Football Gameday Event planning featuring student career interviews and celebrating School Spirit!
- Alive + Well planning meetings with Batavia High School
- Oakfield-Alabama High School Faculty Workforce Development Presentation
- Participation in Government and Economic Educators Cohort Workforce Development Presentation

Committee Membership

- Genesee Region Teacher Center Advisory Board
- GLOW With Your Hands (Fall and Spring Events)
- Multi-County Work Ready Community Initiative

Regional and Online Trainings for Workforce Development

- ACT WorkKeys Assessments and Work Ready Communities Trainings
- ACT WorkKeys Assessment Webinars
- Advance CTE
- 2026 ACT Regional Conference - Buffalo

ENGAGEMENT LETTER / CONSULTING AGREEMENT

This Agreement is made this December 3, 2026 for the period January 1, 2027, through December 31, 2027, between the **Genesee County Economic Development Center (**the "Company"), having its principal place of business at 99 MedTech Drive, Batavia, NY 14020 and **Sheila Eigenbrod,** (the "Consultant"), having a principal place of business at 210 Wyoming St., Warsaw, NY 14569 (collectively, the "Parties").

COMPENSATION AND SERVICES RENDERED:

The Consultant hereby agrees to perform the following services, as required:

1. Perform consulting services to assist in the development and implementation of workforce development programs and training initiatives relative to the goals of the Company and its' affiliates.
2. Consult with the Company staff relative to the application, development, and deployment of its' workforce programs.
3. Consult with educational institutions who may serve as partners in the development, implementation, and delivery of training programs. Specifically, interface with Genesee Community College and its' BEST Center, other institutions of higher learning, the Genesee Valley Educational Partnership/Business Education Alliance, and local secondary schools as appropriate and GLOW Works, Inc.
4. Provide consulting services as requested by the Company.

For the services provided to the Company, the Company, agrees to pay the Consultant based upon presentation of a monthly invoice based on the following fee schedule and conditions:

Fee Schedule:

1. A maximum of Five Hundred Twenty-Five dollars ($525.00) per day. Partial days will be billed at an hourly rate of Seventy-Five Dollars ($75.00) per hour.
2. Total remuneration is not to exceed Thirty-Five Thousand Dollars ($35,000.00), for the period January 1, 2027, through December 31, 2027.

The Consultant understands and agrees that the Company may provide a 1099 to the Consultant which shall include all compensation as well as expenses paid by the company, and it will be the responsibility of the Consultant to maintain adequate records to substantiate all business-related expenses for tax purposes.

TERM

This Agreement shall remain in effect through **December 31, 2027,** or until terminated by providing a thirty (30) day written notice of termination with the date of receipt by the recipient party indicating the initiation of the notice period, by either party to this Agreement. This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties.

If the Parties have failed to renew, modify, or terminate this Agreement, for any reason prior to the Termination Date, then this Agreement shall continue in force until such time as it is terminated in accordance with its provisions.

WARRANTIES BY THE CONSULTANT

The Consultant represents and warrants to Company that Consultant will provide services to Company in a professional, competent, and timely manner; that the Consultant has the power to enter into and perform this Agreement, and that the Consultant's performance of this Agreement shall not infringe or violate any federal, state, or municipal laws. The Consultant shall make no promise or warranty concerning Company's business activity, service, or product outside the scope of their responsibilities and the Consultant acknowledges that it has no authority to bind Company to any such promise or warranty made by the Consultant.

INDEPENDENT CONTRACTOR / CONFLICTS OF INTEREST

The Consultant acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. The Consultant further acknowledges that the Consultant is not to be considered an employee of the Company, is not entitled to any employment rights or benefits, and that this undertaking is not a joint venture.

The Consultant understands that the Company shall not provide employment related insurance, including but not limited to worker's compensation insurance, and agrees to provide adequate insurance coverage for his own activities.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AND COVENANT NOT TO COMPETE

The Consultant acknowledges that in and as a result of its association with Company, Consultant will be making use of and acquiring confidential information of a special and unique nature and value relating to such matters as

1. Company's patents, copyrights, proprietary information, trade secrets, systems, procedures, manuals, confidential reports, customer lists and price lists (which are deemed for all purposes confidential and proprietary), as well as the nature and type of products and services rendered by Company; and

2. The equipment, business practices and methods used and preferred by Company's customers, and the fees paid by them.

As a material inducement to the Company to enter into this Agreement and to pay to the Consultant the compensation stated in Paragraph 1, Consultant covenants and agrees that the Consultant shall not, at any time during or following the term of this Agreement for a period of two (2) years:

1. Directly divulge or disclose for any purpose whatsoever any confidential information that has been obtained by, or disclosed to, it as a result of its association with Company **other than that information specifically required as a part of this consulting engagement to individuals only and expressly with a need to know.**

   Or

2. Make use of any such confidential information to compete, either directly or indirectly, with the Company.

The Parties further agree that the Consultant shall not be requested or required to, and shall not, divulge or disclose any information available to the Consultant in violation of any valid and enforceable confidentiality agreement between the Consultant and any other Party.

OWNERSHIP OF WORK PRODUCT

The Consultant agrees that the Consultant's work product produced in the performance of this Agreement shall remain the property of Company, and that the Consultant will not sell, transfer, publish, disclose, or otherwise make the work product available to third parties without Company's prior written consent.

ARBITRATION

Any controversies or claims relating to any aspect of the Agreement, or to its breach, or the relationship created between the Parties shall be settled by arbitration under the rules of the American Arbitration Association. The Parties agree to abide by the arbitrator's decision and also agree that a judgment may be entered upon the award in any court having jurisdiction.

The Parties agree that neither Party shall act to terminate or modify the nature of the parties' course of performance under this Agreement during the pendency of an arbitration, it being the parties' intent to preserve the status quo so as not to jeopardize the rights of either party for the period from the commencement of an arbitration to the entry of the arbitration award.

NOTICES

All notices between the Parties shall be in writing and effective when sent by certified mail to the addresses above stated unless such addresses are changed by written notification to the other Party.

WAIVER

No failure of either party to exercise any power hereunder or to insist upon strict compliance by the other party with any obligation or provisions hereunder, and no custom or practice of the parties at variance with the terms hereunder shall constitute a waiver of the right to demand exact compliance with the terms hereof.

INDEMNIFICATION

Company will indemnify and hold harmless the Consultant from and against all liabilities and expenses, including reasonable attorneys' fees ("Liabilities"), arising out of any claim by anyone not a party to this Agreement, including third parties, considering (i) Company's material breach or default, (ii) violation of law or regulation applicable to Company, and (iii) representations, guarantees or warranties provided by Company, excluding Liabilities arising out of, or in connection with any gross negligence or willful misconduct of the Consultant.

The Consultant shall indemnify and hold Company and its affiliates and their agents, employees, officers, managers, successors and assigns from and against all Liabilities arising out of, or in connection with, any (i) Consultant's material breach or default, or (ii) violation of law or regulation applicable to the Consultant, excluding Liabilities arising out of, or in connection with, any negligence or willful misconduct of Company.

This indemnity shall survive the termination of this Agreement. The obligation of either party to indemnify the other shall not apply to the extent the loss is due to either party's: a) failure to adhere to the terms of this Agreement; b) failure to comply with any applicable government requirements; or c) negligence or willful misconduct of a party, its directors, officers, agents, or employees.

ABILITY TO ENTER AGREEMENT

The parties executing this Agreement hereby covenant and warrant that each respective company has full right and authority to enter into this Agreement, and that each of the persons signing on behalf of the corporation are duly authorized to do so.

RELATIONSHIP OF PARTIES

This Agreement is not intended to constitute or create a joint venture, pooling arrangement, partnership, agency, or business organization of any kind. Sheila Eigenbrod and Company shall be independent contractors for all purposes and neither party shall act as or hold itself out as agent for the other or create or attempt any obligations or liabilities on behalf of the other party.

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.

ASSIGNMENT

Neither party may assign this Agreement or its obligations hereunder to any entity, except a corporate subsidiary, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by acts of God, war, Internet or electrical power disruptions, terrorism, civil disorder or disturbance, riot, labor disputes, acts or omissions of the other party or acts or omissions of any third party.

GOVERNING LAW

This Agreement will be governed by the laws of the state of New York, excluding application of its conflict of laws provision.

ENTIRE AGREEMENT

This Agreement contains the Parties' entire understanding and may not be modified except in written form signed by both.

IN WITNESS WHEREOF, **Genesee County Economic Development Center** and Sheila Eigenbrod have duly executed this Agreement as of the first day and year written above.

Dated:

Consultant: Sheila Eigenbrod

By:_____
Sheila Eigenbrod
Consultant

Dated:

Company: Genesee County Economic Development Center

By: _____
Mark Masse
President & CEO

4.3

GCEDC

Lezlie Farrell – Finance & Operations
Audit & Finance Committee Meeting – December 1, 2026
Board Meeting – December 3, 2026

Cleaning Services

Discussion:

Included with the meeting materials is a Memorandum of Understanding (MOU) with Genesee Community College (GCC) for cleaning of the GCEDC offices and Innovation Zone.

The proposed MOU is for a two-year term. Under this arrangement, GCC will provide cleaning services two days per week at an annual cost of $8,040 for 2027 and $8,580 for 2028. The cost includes all labor, cleaning supplies, and floor waxing. For reference, the cost of these services in 2026 was approximately $7,500, and $8,000 was included in the proposed 2027 budget. Although the proposed 2027 cost is slightly above the budgeted amount, staff believes the increase is reasonable given the actual costs of providing the services, the consistent quality of the cleaning, and the overall value of the arrangement.

This shared-services arrangement began in January 2026 and has been a very positive experience. In previous years, we experienced difficulty finding reliable cleaning companies that could meet our insurance requirements and consistently perform the services expected. GCEDC staff spent considerable time monitoring the work and following up to ensure basic cleaning responsibilities were being completed. The current arrangement has resolved those issues. GCC has provided consistent, dependable service, and the quality of cleaning has been excellent. It has also eliminated the need for staff to routinely monitor and manage the cleaning services.

The proposed MOU provides a term of January 1, 2027 through December 31, 2028.

Fund Commitment: $8,040 for 2027 and $8,580 for 2028; GCEDC office maintenance. Included in the proposed budget.

Action Requested: Recommend Board approval of the two-year MOU with GCC for cleaning of the GCEDC offices and Innovation Zone.

Memorandum of Understanding

Cleaning Services
MedTech Centre

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

Scope of Services:

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

GCC agrees to sign an indemnification agreement and provide insurance certificates on an annual basis.

This MOU shall become effective January 1, 2027 and remain in effect through December 31, 2027. Upon expiration of the initial term, this agreement shall be extended automatically on an annual basis. Unless either party gives written notice to the other to cancel said agreement no less than sixty (60) days prior to the anniversary date of the initial term or any other extended term. If this agreement is not canceled by either party, the pricing to become effective January 1, 2028 and remain in effect through December 31, 2028 is also included in the table below.

Scheduled Janitorial Services as outlined above	
January 1, 2027 – December 31, 2027	January 1, 2028 – December 31, 2028
$670 Per Month ($8,040/ Year)	$715 Per Month ($8,580/ Year)

Agreed to by:

Rebecca L. Weller	Mark A. Masse
Vice President for Finance & Administration / CFO	President / CEO
Genesee Community College	GCEDC

GCEDC Audit & Finance
Jim Krencik, Senior Director, Marketing & Communications
December 1, 2026

New York State Economic Development Council Sponsorship

Discussion: The GCEDC participates in multiple New York State Economic Development Council (NYSEDC) events and delegations, including NYSEDC conferences and NYSEDC-led delegations and programs at business development events.

The GCEDC's expenses related to these events are anticipated to not exceed $21,300 in 2027.

- NYSEDC Membership (estimated $2,300)
- Sponsorship of NYSEDC Economic Development Conference and Annual Meeting (estimated $5,000)
- Registration for NYSEDC Economic Development Conference and Annual Meeting (estimated $4,000)
- Sponsorship of Semicon West (estimated $5,000)
- Sponsorship of NYSEDC-led events at other business development events (estimated $5,000)

Sponsorship of these events provides both GCEDC staff with technical information and the latest best practices; and a sizable presence at events that directly lead to business development engagements and project wins.

These expenses were anticipated in the GCEDC's budget. A portion of the expenses are also eligible for reimbursement through a National Grid grant.

Committee Action Request: Recommend approval to expend up to $21,300 with NYSEDC in 2027.

Retainer for mediator

Discussion: The GCEDC is currently working with a contractor on outstanding items for a construction project. In order to work on resolving this dispute, we are utilizing a mediator to oversee a meeting. The mediator is requiring a retainer of $5,000 for this work.

Fund Commitment: Not to exceed $10,000 in case multiple meetings are needed.

Committee Action request: Recommend approval of the retainer.