

**Genesee County Economic Development Center
 Meeting Agenda**

Thursday, March 26th, 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. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.	
	2. Discussions regarding proposed, pending or current litigation.	
	3. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.	
1.2	Enter Public Session	
2.0	Chairperson's Report & Activities	4:10pm
2.1	Upcoming Meetings:	
	Next Scheduled Board Meeting: Thursday, May 7th at 4:00 p.m.	
	Audit & Finance Committee Meeting: Tuesday, May 5 th at 8:30 a.m.	
	STAMP Committee Meeting: Wednesday, May 6 th at 8:00 a.m.	
	Employment & Compensation Committee Meeting: Thursday, May 7 th at 2:00 p.m.	
	Governance & Nominating Committee Meeting: Thursday, May 7 th at 3:00 p.m.	
	Stakeholder Luncheon: Friday, April 24 th , 2026	
2.2	Agenda Additions / Deletions / Other Business **Vote	
2.3	Minutes: March 5, 2026 **Vote	
3.0	Report of Management –	4:15pm
3.1	8250 Park Road LLC – Final Resolution – C. Suozzi	
	a. UTEP **Vote – C. Suozzi	
	b. Final Resolution **Vote – C. Suozzi	
3.2	Public Authorities Annual Report **Vote – L. Farrell	
3.3	Public Outreach Update – J. Krencik	
3.4	Place Branding Development & Implementation Plan Update – J. Krencik	
4.0	Audit & Finance Committee – K. Manne	4:20pm
4.1	12/31/2025 Audit **Vote	
5.0	Governance & Nominating Committee – C. Yunker	4:25pm
5.1	Nothing at this time.	
6.0	STAMP Committee – P. Zeliff	4:25pm
6.1	Proposal from GHD for Acoustic Study Review **Vote	
7.0	Employment & Compensation Committee – M. Gray	4:30pm
7.1	Nothing at this time.	
8.0	Housing Committee – P. Battaglia	4:30pm
8.1	Nothing at this time.	
9.0	Other Business	4:30pm
9.1	Nothing at this time.	
10.0	Adjournment	4:30pm

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GCEDC Board Meeting
Thursday, March 5th, 2026
Location: 99 MedTech Drive, Innovation Room
4:00 PM

GCEDC MINUTES

Attendance

Board Members: P. Battaglia, K. Manne, P. Zeliff, L. Mancuso, M. Gray, *C. Yunker (Video Conference)
Staff: M. Masse, K. Galdun, L. Farrell, J. Krencik, P. Heimlich, C. Suozzi
Guests: M. Fitzgerald (Philips Lytle), M. Brooks (GGLDC Board Member), J. Tretter (GGLDC Board Member), G. Torrey (GGLDC Board Member), D. Cunningham (GGLDC Board Member), R. Crossen (Alabama Town Supervisor – Video Conference), M. Landers (Genesee County Manager), S. Noble-Moag (GGLDC Board Member), S. Maier (Harris Beach), B. Quinn (The Batavian), A. Bacon (Batavia Resident), K. Hallenbeck (Community Member), Laura G. (Community Member)
Absent: C. Kemp

**C. Yunker attended the meeting via Video Conference, therefore he did not count towards the quorum.*

1.0 Call to Order

P. Zeliff called the meeting to order at 4:02 p.m. in the Innovation Zone.

1.1 Enter Executive Session

P. Battaglia made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:02 p.m. for the following reasons:

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

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

A. Bacon, B. Quinn, Laura G., and K. Hallenbeck left the meeting at 4:03 p.m.

1.2 Enter Public Session

M. Gray made a motion to enter back into public session at 4:22 p.m., seconded by K. Manne and approved by all members present.

A. Bacon, B. Quinn, Laura G., and K. Hallenbeck joined the meeting at 4:22 p.m.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, March 26th at 4:00 p.m.

Audit & Finance Committee Meeting: Thursday, March 26th at 3:00 p.m.

STAMP Committee Meeting: Wednesday, March 25th at 8:00 a.m.

2.2 Agenda Additions / Deletions / Other Business –

L. Mancuso made a motion to add agenda item 3.4 Supplemental Initial Resolution – STREAM U.S. Data Center; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was added to the agenda.

2.3 Minutes: February 5, 2026

L. Mancuso made a motion to accept the February 5, 2026 minutes as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

3.0 Report of Management

3.1 GE Bergen Assignment Authorizing Resolution – In accordance with the terms and conditions of the PILOT agreement, the company (GE Bergen Owner, LLC) cannot transfer the PILOT to FNLR Harvester LLC without the approval of the Board of Directors of the GCEDC.

Resolution No. 03/2026 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AUTHORIZING (i) THE ASSIGNMENT OF CERTAIN DOCUMENTS IN CONNECTION WITH A CERTAIN PROJECT PREVIOUSLY UNDERTAKEN FOR THE BENEFIT OF GE BERGEN OWNER, LLC (THE "COMPANY"); AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS AND AGREEMENTS RELATING THERETO

P. Battaglia made a motion to accept Assignment Authorizing Resolution #03/2026-01, authorizing the transfer of the PILOT as presented as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

3.2 Public Outreach Update – J. Krencik reported out on the following:

1. Youth Engagement: C. Suozzi and S. Eigenbrod joined students and teachers from John Kennedy Intermediate School's 4th Grade Innovators for a program supported by the GGLDC with C. Cooley of Cooley Comics.
2. Stakeholder Engagement: M. Masse and J. Krencik participated in Leadership Genesee's Annual "Our Business Our Economy Session." They gave an overview of the GCEDC's goals, activities, process, and a question-and-answer session on STAMP.
3. STREAM U.S. Data Centers Project: M. Masse and C. Suozzi attended the information session put on by STREAM, in the Town of Alabama to answer questions from stakeholders. A second information session is scheduled for March 12th at 6pm.
4. STAMP SEQR Documents Website: The full SEQR documentation for STAMP from 2010 to present has been shared on the GCEDC website at gcedc.com/stampseqr.

3.3 Appointment of Member to NY Green – The GCEDC Board is required to pass a resolution that designates an individual from the GCEDC to serve as a standing member to the NY Green Board of Directors as stated in the NY Green By-Laws.

The NY Green Board has requested that the GCEDC pass a resolution designating the representative from the GCEDC to serve on their Board of Directors.

P. Battaglia made a motion to approve the Resolution reappointing Mark Masse to the NY Green Board of Directors as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

3.4 Supplemental Initial Resolution – STREAM U.S. Data Center – On February 5, 2026, The GCEDC Board approved Initial Resolution #02/2026-01 for STREAM U.S. Data Centers LLC, authorizing the acceptance of the project application and scheduling of a public hearing.

Since that approval, STREAM U.S. Data Centers LLC, submitted a revised application increasing their capital investment from an estimated \$11B to \$19B. This supplemental Initial Resolution authorizes the acceptance of the revised application and scheduling of a public hearing.

Resolution No. 03/2026 - 02

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN AMENDED APPLICATION OF STREAM U.S. DATA CENTERS, L.L.C. WITH RESPECT TO A CERTAIN PROJECT; AND (ii) AUTHORIZING THE SCHEDULING AND CONDUCT OF A PUBLIC HEARING WITH RESPECT TO THE PROJECT.

P. Battaglia made a motion to approve the Supplemental Initial Resolution #03-2026-02, accepting the application and scheduling a public hearing as presented; the motion was seconded by L. Mancuso. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

4.0 Audit & Finance Committee

4.1 Investment Report – The Investment Report summarizes the GCEDC’s bank balances, general ledger balances and interest income as of 12/31/25. As of 12/31/25, cash balances were fully collateralized. The GCEDC generated \$730,442 in interest income in 2025.

The report is required by PAAA and will be posted on the website.

This was recommended for approval by the committee.

K. Manne made a motion to approve the Investment Report as presented; the motion was seconded by L. Mancuso. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

4.2 Procurement Report – Public Authorities are required to report all procurement transactions active during the reporting period that have an actual or estimated value of \$5,000 or more. This report will be submitted to the PARIS system and posted on the website. The board has already approved most

expenses or contracts that exceed \$5,000. Therefore, the Board has already seen and approved most of the information that is collectively stated in this report.

This was recommended for approval by the committee.

K. Manne made a motion to approve the Procurement Report as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Authority Self Evaluation of Prior Year Performance – Public Authorities are required to perform a self-evaluation of prior year's goals/measurements annually. This report shows the results against the goals and measurements that were set for 2025. This report will be posted to the website.

At the Governance and Nominating Committee meeting held on February 5, 2026, all agency performance results were reviewed related to 2025 goals. Highlights include:

- The Agency set a goal of capital investment commitment of \$49.8M for 2025 (not including any project over \$50 million in capital investment). The actual result from projects was \$66.2M. The total for the year was over \$411M if Excelsior Energy Solar, which was over \$50M in capital investment, is included.
- The Agency also pledged to create 93 jobs from projects in 2025. These projects resulted in 19 jobs pledged in 2025.
- The GCEDC collected \$5.1M in project origination fee revenue as compared to the \$450K budgeted for 2025.

P. Battaglia asked for clarification on the two numbers mentioned in the report provided, noting 19 jobs were created versus 807 jobs committed. J. Krencik responded that the larger number was speaking to the number of jobs retained, specifically by the larger manufacturers, while the smaller number was specific to the number of new jobs created.

The report was included with the meeting materials.

This was recommended for approval by the committee.

K. Manne made a motion to approve the Authority Self Evaluation of Prior Year Performance as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zeff -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

5.2 The Mission Statement & Measurement Report - The Authority's Board must annually review the authority's mission statement and performance goals to ensure that its' mission has not changed and that the authority's performance goals continue to support its' mission. This report will be posted to the website and submitted to PARIS. There were no suggested changes.

At the Governance and Nominating Committee meeting held on February 5, 2026, the Agency's mission statement and measurement report was reviewed. Highlights include:

The Agency set a goal of capital investment commitment of \$51M for 2026, which does not include any Mega projects (over \$50M capital investment commitment). It is also recommended that the Agency set a job creation goal of 93 jobs from projects in 2026, which doesn't include any mega projects. The other suggested goals are over-arching goals that the entire staff can work towards achieving and are still consistent with the Agency's mission.

The report was included with the meeting materials.

This was recommended for approval by the committee.

K. Manne made a motion to approve the Mission Statement & Measurement Report as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

6.0 STAMP Committee – P. Zelif

6.1 Change Order for O'Connell – The GCEDC has a contract with O'Connell Electric for construction of the substation at STAMP. They have submitted three change orders all of which are related to NYPA changes, one is a change after construction was completed. These increases result in the overall amount exceeding the \$1,000,000 contingency line item in the original contract causing an increase to the contract amount of \$869,415.

Fund Commitment: \$869,415 to be covered under the \$56 million.

Board Action Request: Approval of the three change orders.

This item was recommended for approval by the Committee.

P. Zelif made a motion to approve the three change orders for O'Connell totaling \$869,415 as presented; the motion was seconded by L. Mancuso. Roll call resulted as follows:

P. Battaglia -	Yes	P. Zelif -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)

L. Mancuso – Yes M. Gray - Yes
C. Kemp - Absent

The item was approved as presented.

6.2 Vegetable Stand at STAMP – There is a local farmer who currently rents land at STAMP to farm every year. He has reached out and asked that as part of his land lease agreement could he also put a vegetable stand up at STAMP, located on old Patterson Road so there is an area for people to pull off the road.

Fund Commitment: None.

Board Action Request: Approval to add the vegetable stand language to the lease agreement for the farmland.

This item was recommended for approval by the Committee.

P. Zeliff made a motion to approve adding the vegetable stand language to the existing lease agreement as presented; the motion was seconded by L. Mancuso. Roll call resulted as follows:

P. Battaglia - Yes P. Zeliff – Yes
K. Manne - Yes C. Yunker - N/A (Video Conference)
L. Mancuso – Yes M. Gray - Yes
C. Kemp - Absent

The item was approved as presented.

6.3 Order for 345 kv Breaker – In connection with the System Impact Study conducted for the additional 300 mw of power there were improvements required in a substation owned by RG & E. One of the items needed is a 345 kv breaker and the concern is that it is a very long lead time on the procurement. Working with a contractor we have been able to find a 345 kv breaker that can be procured by April 2027 if we order by March 6, 2026. RG & E has reviewed the specifications for this breaker and stated that it would be acceptable to them.

Fund Commitment: Make the 30% deposit of \$216,415.40 to order the breaker. The remaining 70% would be due upon delivery in April of 2027. The total cost of the breaker is \$721,384.68.

Board Action Request: Approval of the proposal to order the 345 kv breaker for and make the \$216,415.40 deposit.

This item was recommended for approval by the Committee.

P. Zeliff made a motion to approve the proposal to order the 345 kv breaker at a cost of \$721,385 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia - Yes P. Zeliff – Yes
K. Manne - Yes C. Yunker - N/A (Video Conference)
L. Mancuso – Yes M. Gray - Yes
C. Kemp - Absent

The item was approved as presented.

6.4 Survey for Substation PSA – In October of 2021 the GCEDC asked four companies for bids to complete a boundary survey with legal description, metes and bounds for new substation at north end of site. That boundary survey will then be split into two parcels with National Grid and NYPA being the two parties who will take ownership of the parcels upon subdivision. The survey work will need to be completed according to NYPA and National Grid specifications.

The results of the bidding process were as follows:

1. Base bid of \$10,450 and bid alternate of \$4,810 (total of \$15,260) – Frandina Engineering and Land Surveying
2. Welch & O'Donoghue no bid submitted
3. Townsend & Lamendola no bid submitted
4. Ravi Engineering and Land Surveying declined to bid

The contract was awarded to Frandina who completed the majority of the work and we have been waiting on NYPA and National Grid to approve the property split before finishing. Grid and NYPA wanted the construction of the substation to be substantially completed to ensure that the locations would be accurate. NYPA and Grid have now asked for additional items to be included in the survey that were not in the original scope such as marking the placement of all structures within the station on the survey as well as completed the metes and bounds for the access road so that they can have an access easement filed so they can have rights to get to the substation.

Fund Commitment: Not to exceed an additional \$17,070 to Frandina Engineering and Land Surveying for STAMP survey work to be covered under the \$33 million.

Board Action Request: Approval of the survey contract for STAMP.

P. Zeliff made a motion to approve the survey contract with Frandina Engineering not to exceed \$17,070 for the substation PSA at STAMP as presented; the motion was seconded by L. Mancuso.

Roll call resulted as follows:

P. Battaglia -	Yes	P. Zeliff -	Yes
K. Manne -	Yes	C. Yunker -	N/A (Video Conference)
L. Mancuso -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

6.5 SEQR Process Update – Included in the meeting materials was a memo from Clark Patterson Associates regarding an update on the SEQR process for Project Double Reed. The details of that memo are as follows:

The Genesee County Economic Development Center (GCEDC) received an application for the Development of a 60-acre parcel and a 30-acre parcel at the WNY Science, Technology and Advance Manufacturing Park (STAMP) in the Town of Alabama, Genesee County, New York. In conjunction with GCEDC requirements and as a part of the State Environmental Quality Review (SEQR) act process, STREAM Data Centers has submitted a Long Environmental Assessment Form (LEAF) and associated material for the Double Reed project at STAMP.

SEQRA Process Update

To date, the SEQRA process for Project Double Reed is summarized below:

- Stream submitted its initial SEQRA application documentation to GCEDC on December 12, 2025.
- On December 23, 2025, GCEDC sent its notice to all interested and involved agencies of its intent to act as lead agency for the SEQRA review of Project Double Reed.
- On January 5, 2026, GCEDC circulated preliminary comments and requests for clarification/information to STREAM in its anticipated role as lead agency.
- On January 27, 2026, GCEDC circulated a SEQRA update letter to all involved and interested agencies, explaining that, in its anticipated role as lead agency, GCEDC circulated preliminary comments and requests for clarification/information to Stream, and requested that involved and interested agencies provide any comment on updated SEQRA materials when they are received.
- Having received no objections from any involved agency within the 30 days permitted under SEQRA, by resolution at its regular board of directors meeting on February 5, 2026, GCEDC accepted lead agency responsibility for the review of Project Double Reed.
- On February 18, 2026, Stream submitted updated SEQRA documents to GCEDC for review.
- GCEDC circulated the updated SEQRA materials to all interested and involved agencies by letter dated February 23, 2026, requesting comment on same. Agencies were provided until March 31st to submit any additional comments on the application.
- GCEDC staff have updated the GCEDC Project Page website (located at <https://www.gcedc.com/projects>) to include all SEQRA application documentation, including Town of Alabama Planning Board site plan application materials.

Project Summary

In support of continued development at WNY STAMP, we have reviewed the SEQR application materials per the revised LEAF submitted on February 20, 2026, to provide GCEDC with a preliminary summary of certain project details based upon the information submitted by STREAM to date. As the GCEDC is aware, the STAMP GEIS contemplates a full buildout with utility demands of 600 MW of power (as reviewed and approved by NYISO), 6,000,000 gallons/day of water and sewer demand, and related thresholds which will be evaluated against the project.

- Total acreage: 135 acres (90 acres of permanent development and 45 acres of construction lay-down area)
- Building Footprint: Approximately 2,200,000 square feet across three buildings.
- Noise Levels: According to the acoustic study received, noise levels are below 65 dBA at property line during day with all generators and chillers operating; Below 45 dBA at property line at night under same conditions.

DRAFT

- Water Usage: < 20,000 gallons/day, with existing water lines servicing the site and a County contract in place to supply capacity.
- Sanitary Sewer Usage: < 12,500 gallons/ day
- Electrical Demand: 500 MW, through NY Power Authority (NYPA) and National Grid (NG) with necessary infrastructure to be funded by STREAM.
- Surface water features: None on-site, no wetlands proposed to be impacted by development, and a stormwater pollution prevention plan has been submitted for review by GCEDC and the Town of Alabama.
- Project site is not within the 100-year floodplain.
- Project site is not within the 500-year floodplain.
- Archeological Resources: Phase I, II and III archeological investigations were completed on all sites several years ago except for 1 residential site pursuant to the Programmatic Agreement between GCEDC, USACE, NYSHPO, and NYSDEC, with a USACE end of fieldwork letter received. Archeological investigation will be completed of residence prior to beginning construction.

Next Steps in SEQRA Process

- SEQRA review of Project Double Reed is ongoing. CPL has reviewed the updated SEQRA materials for Project Double Reed and is working with the STAMP Tech Team to generate additional comments for the applicant.
- To assist in the SEQRA review, we understand that GCEDC is proposing to engage independent noise and air consultants to review the project.
- CPL will work with GCEDC and the STAMP Tech Team to address comments from Interested and Involved Agencies, as well as members of the public. We understand that GCEDC intends to hold a public hearing on STREAM's application for financial assistance prior to issuing any determination pursuant to SEQRA.

P. Zeff commented that, since the new application received did not increase the size or scope of the project, the SEQR process could proceed as previously established.

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, M. Gray made a motion to adjourn at 4:37 p.m., which was seconded by K. Manne and passed unanimously.

2.3

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Customer Information

Potential Customer: 8250 Park Rd, LLC **Opportunity Type:** Retention
Project Street Address: 8250 Park Road **Opportunity Product:** Property Sales & Mortgage
City/Town/Village: Town of Batavia **Type of Project:** Retention
Project Description: 2025 Holiday Inn & Candlewood Suites **New Jobs:** ✓ 15
Total Capital Investment: ✓ \$10,000,000 **Retained Jobs:** ✓ 20
Incentive Amount: ✓ \$1,313,672 **School District:** Batavia
Benefited Amount: ✓ \$10,000,000 **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:** 10/23/2025
Initial Acceptance Date: 10/2/2025 **Inducement Date:** TBD

Opportunity Summary: 8250 Park Rd, LLC is renovating the water park hotel next to Target in the town of Batavia. The company will be renovating the current 196-unit facility into two hotels for a total of 167 units. There will be a 99-unit Holiday Inn hotel and a 68-unit Candlewood Suites hotel, and the existing water park will also be renovated.
 The \$10 million project proposes creating 15 new full-time equivalent (FTE) positions and retaining 20 FTEs. The improvements are projected to increase the property's assessed value from \$3.5 million to \$9.185 million.
 The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$379,200, a mortgage tax exemption estimated at \$50,000 and a property tax abatement estimated at \$884,472 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Economic Impact: The Fiscal impacts (discounted value) on Local Benefits totals \$9,994,039 (\$8,190,664 in payroll and \$1,803,375 to the public in tax revenues). See attached MRB Cost Benefit Calculator. For every \$1 of public benefit the company is investing \$10 into the local economy.
 In addition, once ramped up, the project is projecting to assist over \$123,704 annually in Bed Tax revenue to the county.

Project Detail (Total Capital Investment)

Building Cost (Construction): \$2,900,000 ✓ **Equipment (Taxable) / Other Project Investment:** \$3,000,000 ✓
Equipment (non-taxable): \$500,000 ✓ **Land Cost (Real Estate):** \$3,500,000 ✓
Other Costs: \$100,000 ✓
Total Capital Investment: \$10,000,000 ✓

Estimated Benefits Provided

Sales Tax Exempt: \$379,200 ✓
Mortgage Tax Exempt: \$50,000 ✓
Property Tax Exempt: \$884,472 ✓
Total Estimated Tax Incentives Provided: \$1,313,672 ✓
Total Amount Finance: \$5,000,000 ✓

MRB Cost Benefit Calculator

Cattaraugus County Industrial Development Agency



Date: September 18, 2025

Project Name: 8250 Park Rd

Project Location: Town of Batavia

Construction Phase - Project Assumptions

Project Costs

Project Costs Value

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

Local Construction Spending

In-region construction spending

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$2,900,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$2,900,000

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

New Household Spending - Residential and Mixed-Use Projects Only

Unit Types and Household Income Brackets

Unit Type 1

Description:

Unit Count:

Target Income (HH):

Unit Type 2

Description:

Unit Count:

Target Income (HH):

% Net New (See Instructions)

Total Units

Total Local Household Spending

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

NAICS Lookup

Year 1 - Enter NAICS	NAICS	Count	Per Job Annual Earnings	Total Earnings
Hotels (except Casino Hotels) and Motels	721110	5	\$30,000	\$150,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		5		\$150,000

Year 2	NAICS	Count	Per Job Annual Earnings	Total Earnings
Hotels (except Casino Hotels) and Motels	721110	10	\$35,000	\$350,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		10		\$350,000

Genesee County Industrial Development Agency

MRB Cost Benefit Calculator

Date: September 18, 2025
 Project Title: 8250 Park Rd
 Project Location: Town of Batavia



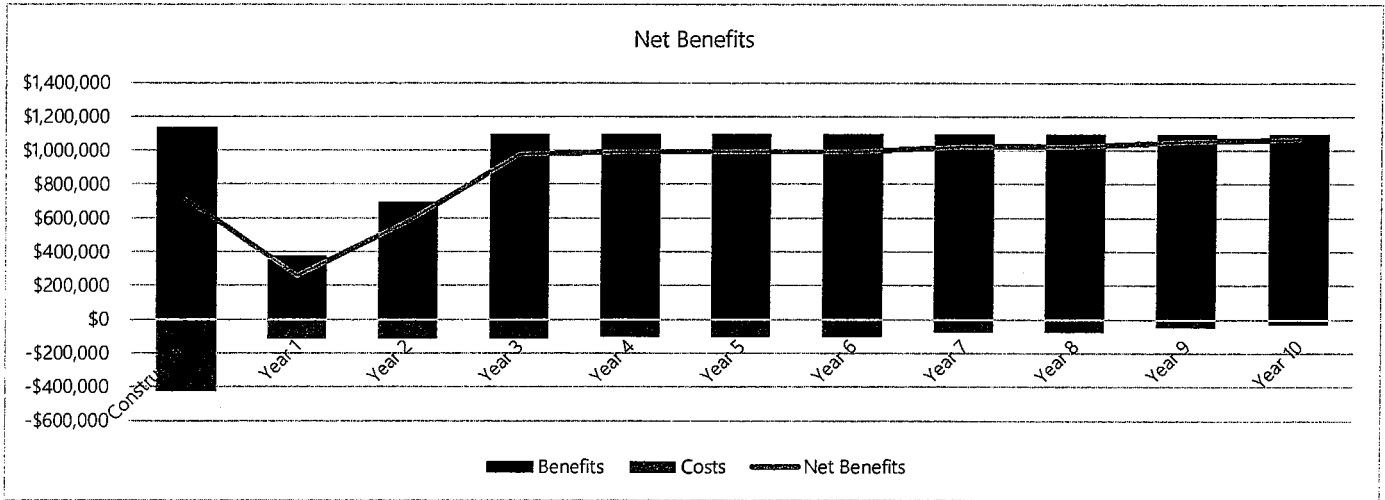
Economic Impacts

Summary of Economic Impacts over the Life of the PILOT
 Construction Project Costs
 \$2,900,000

		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		11	3	15
Earnings		\$894,977	\$179,121	\$1,074,099
Local Spend		\$2,900,000	\$769,765	\$3,669,765

		Ongoing (Operations) Aggregate over life of the PILOT		
		Direct	Indirect	Total
Jobs		15	4	19
Earnings		\$5,300,000	\$2,711,286	\$8,011,286

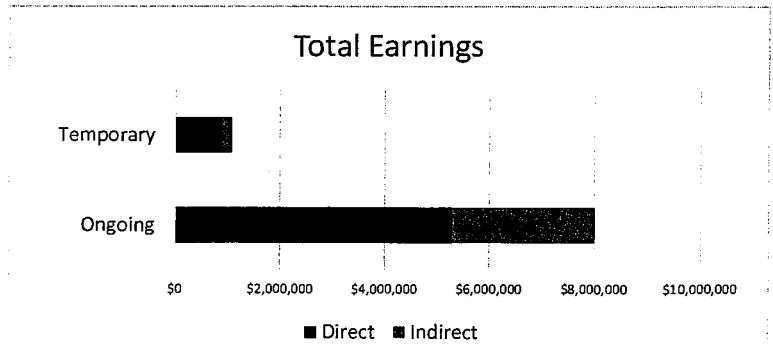
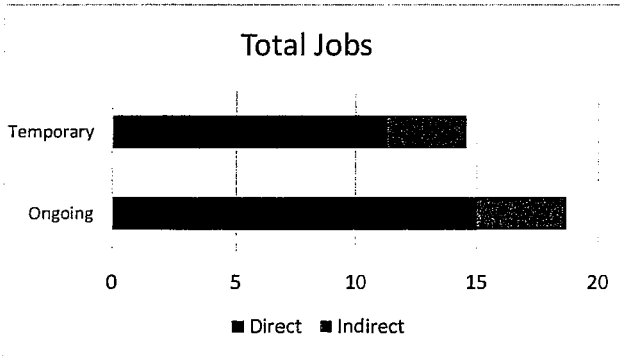
Figure 1



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

Figure 2

Figure 3



3.1

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Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$884,472	\$808,778
Sales Tax Exemption	\$379,200	\$379,200
Local Sales Tax Exemption	\$189,600	\$189,600
State Sales Tax Exemption	\$189,600	\$189,600
Mortgage Recording Tax Exemption	\$50,000	\$50,000
Local Mortgage Recording Tax Exemption	\$25,000	\$25,000
State Mortgage Recording Tax Exemption	\$25,000	\$25,000
Total Costs	\$1,313,672	\$1,237,978

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$11,108,701	\$9,994,039
To Private Individuals	\$9,085,385	\$8,190,664
Temporary Payroll	\$1,074,099	\$1,074,099
Ongoing Payroll	\$8,011,286	\$7,116,565
Other Payments to Private Individuals	\$0	\$0
To the Public	\$2,023,316	\$1,803,375
Increase in Property Tax Revenue	\$589,648	\$515,363
Temporary Jobs - Sales Tax Revenue	\$7,519	\$7,519
Ongoing Jobs - Sales Tax Revenue	\$56,079	\$49,816
Other Local Municipal Revenue	\$1,370,070	\$1,230,677
State Benefits	\$472,440	\$425,915
To the Public	\$472,440	\$425,915
Temporary Income Tax Revenue	\$48,334	\$48,334
Ongoing Income Tax Revenue	\$360,508	\$320,245
Temporary Jobs - Sales Tax Revenue	\$7,519	\$7,519
Ongoing Jobs - Sales Tax Revenue	\$56,079	\$49,816
Total Benefits to State & Region	\$11,581,141	\$10,419,953

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$9,994,039	\$1,023,378	10:1
State	\$425,915	\$214,600	2:1
Grand Total	\$10,419,953	\$1,237,978	8:1

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

Additional Comments from IDA

Bed tax at \$123,704 annually, plus fire district fee \$13,303 annually

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

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Gross Property Tax Per Year \$ 147,412

Year of Exemption	% of Paid Taxes	Net Savings	Municipalities	
			Tax to be Paid	Total
1	20%	\$117,930	\$ 29,482	\$147,412
2	20%	\$117,930	\$ 29,482	\$147,412
3	20%	\$117,930	\$ 29,482	\$147,412
4	30%	\$103,188	\$ 44,224	\$147,412
5	30%	\$103,188	\$ 44,224	\$147,412
6	30%	\$103,188	\$ 44,224	\$147,412
7	50%	\$73,706	\$ 73,706	\$147,412
8	50%	\$73,706	\$ 73,706	\$147,412
9	70%	\$44,224	\$ 103,188	\$147,412
10	80%	\$29,482	\$ 117,930	\$147,412
Total	40%	\$884,472	\$589,648	\$1,474,121

2024

To be paid 100%

Fire District fee
 \$ 13,303
 \$ 13,303
 \$ 13,303
 \$ 13,303
 \$ 13,303
 \$ 13,303
 \$ 13,303
 \$ 13,303
 \$ 13,303
 \$ 13,303
 \$ 133,029



Project Name: 8250 Park Rd , LLC

Board Meeting Date: October 2, 2025

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

PROJECT DESCRIPTION:

8250 Park Rd, LLC is renovating the water park hotel next to Target in the town of Batavia.

The company will be renovating the current 196-unit facility into two hotels for a total of 167 units. There will be a 99-unit Holiday Inn hotel and a 68-unit Candlewood Suites hotel, and the existing water park will also be renovated.

The \$10 million project proposes creating 15 new full-time equivalent (FTE) positions and retaining 20 FTEs. The improvements are projected to increase the property's assessed value from \$3.5 million to \$9.185 million.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$379,200, a mortgage tax exemption estimated at \$50,000 and a property tax abatement estimated at \$884,472 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Once ramped up, the project is projecting to assist over \$123,704 annually in Bed Tax revenue to the county.

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

Project details: The project is planning on retaining 20 FTE's and creating 15 direct FTE with annual salaries of \$30,000 to \$40,000 plus 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 \$10 million in the town of Batavia.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will contribute to a livable community by providing valuable services to support our tourism industry at a gateway location to the city and town of Batavia.

The project constitutes a “retail” project as defined under Section 862 of the New York General Municipal Law (GML) as more than 1/3 of the total costs of the facility will be for services to customers who personally visit the facility. The project is likely to attract a significant number of visitors from outside the region, and therefore the project constitutes a “tourism destination” as defined in GML.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The Fiscal impacts (discounted value) on Local Benefits totals \$9,994,039 (\$8,190,664 in payroll and \$1,803,375 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

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

In addition, once ramped up, the project is projecting to assist over \$123,704 annually in Bed Tax revenue to the county.

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 renovations as soon as possible and be operational by the end of 2026.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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FINAL RESOLUTION
(8250 Park Rd LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 26, 2026.

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

Resolution No. 03/2026 - _____

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 OCTOBER 22, 2025, WITH RESPECT TO THE 8250 PARK RD LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECT, (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF NEW YORK STATE; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

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

WHEREAS, **8250 PARK RD LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 8.70 acres of real property located at 8250 Park Road in the Town of Batavia, Genesee County, New York and all other lands in the Town of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly described as a portion

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of tax parcel No. 8.-1-74) and the existing improvements located thereon, consisting principally of an approximately 125,000 square foot hotel (the "Existing Improvements"); (ii) the renovation, reconstruction, rehabilitation and operation of the Existing Improvements to accommodate approximately 167 hotel rooms and water park, along with upgrades to lobby spaces, event spaces, and related spaces (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"); and

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

WHEREAS, on October 2, 2025, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

WHEREAS, pursuant to Section 859-a of the Act, on Wednesday, October 22, 2025, at 3:30 p.m., the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing are attached hereto as Exhibit A; and

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

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

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

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

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

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

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

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

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

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

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

(F) The Town of Batavia Planning Board (the "Board") has conducted a review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). In addition to classifying the Project as an "Unlisted Action" (as defined in SEQRA), the Board issued a Negative Declaration on February 17, 2026 (the "Negative Declaration"), determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Full Environmental Assessment Form and the Negative Declaration, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Board pursuant to 6 N.Y.C.R.R. Part 617.7. A copy of the Negative Declaration issued by the Board is attached hereto as **Exhibit B**.

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(G) Based upon the Agency's prior review of the Application submitted by the Company, along with supporting materials, the Project will include facilities or property that are primarily used in making retail sales, as defined within Section 862(2) of the Act, to customers who personally visit the Facility. Notwithstanding the foregoing, and based upon the Application and supporting materials prepared and presented by the Company to the Agency, the Project constitutes a "tourism destination" inasmuch as the Project and Facility will likely attract a significant number of visitors from outside the economic development region (as established by Section 230 of the Economic Development Law) in which the Project is located.

Section 2. The Public Hearing held by the Agency on Wednesday, October 22, 2025, at 3:30 p.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

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

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **\$4,740,000.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$379,200.00**. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 5. Pursuant to Section 875(3) of the Act, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any Sales and Use Tax Exemption Benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the Sales and Use Tax Exemption Benefits; (ii) the Sales and Use Tax Exemption Benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the Sales and Use Tax Exemption Benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the Sales and Use Tax Exemption Benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project,

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fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving Sales and Use Tax Exemption Benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any Sales and Use Tax Exemption Benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

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

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

Section 8. The President/CEO, Chair, and/or Vice Chair of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record the Mortgage securing an aggregate principal amount not to exceed **\$5,000,000.00**, and any security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") to assist with the undertaking of the Project, the acquisition of the Facility and/or the finance or re-finance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, and/or Vice Chair of the Agency shall approve, the execution thereof by the President/CEO, Chair, and/or Vice Chair of the Agency to constitute conclusive evidence

of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. The Agency is hereby authorized to provide the Company with an exemption from mortgage recording taxes as permitted by New York State law in an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

Section 10. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 11. In the event the Company does not close with the Agency on the proposed financial assistance within ninety (90) days of the date hereof, the Agency reserves the right to rescind and cancel this resolution and all approvals made hereunder or under any other Agency resolution or action. The Agency may, in its sole and absolute discretion and upon receipt of a prior written request from the Company, extend such time period.

Section 12. These Resolutions shall take effect immediately upon adoption.

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

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

The Resolutions were thereupon duly adopted.

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SECRETARY'S CERTIFICATION
(8250 Park Rd 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 March 26, 2026, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

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Exhibit A

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

[Attached Hereto]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Wednesday, October 22, 2025, at 3:30 p.m., local time, at Batavia Town Hall (Conference Room), 3833 West Main Street Road, Batavia, New York 14020, in connection with the following matter:

8250 PARK RD LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 8.70 acres of real property located at 8250 Park Road in the Town of Batavia, Genesee County, New York and all other lands in the Town of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly described as a portion of tax parcel No. 8.-1-74) and the existing improvements located thereon, consisting principally of an approximately 125,000 square foot hotel (the "Existing Improvements"); (ii) the renovation, reconstruction, rehabilitation and operation of the Existing Improvements to accommodate approximately 167 hotel rooms and water park, along with upgrades to lobby spaces, event spaces, and related spaces (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility").

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

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

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

Dated: October 10, 2025

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

SCHEDULE A

GENESEE COUNTY

Certified Mail No.

No. 9489-0090-0027-6674-8584-24

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

Certified Mail No.

No. 9489-0090-0027-6674-8584-31

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

TOWN OF BATAVIA

Certified Mail No.

No. 9489-0090-0027-6674-8584-48

Town of Batavia
Attn: Town Supervisor
Town Hall
3833 West Main Street Road
Batavia, New York 14020

BATAVIA CITY SCHOOL DISTRICT

Certified Mail No.

No. 9489-0090-0027-6674-8584-55

Batavia City School District
Attn: Superintendent
260 State Street
Batavia, New York 14020

Certified Mail No.

No. 9489-0090-0027-6674-8584-62

Batavia City School District
Attn: President of the Board of Education
260 State Street
Batavia, New York 14020

Certified Mail No.

No. 9489-0090-0027-6674-8584-79

Batavia City School District
Attn: District Clerk
260 State Street
Batavia, New York 14020



PUBLIC HEARING NOTICE LETTER

October 9, 2025

To: Chief Executive Officers Listed
on Schedule A attached hereto

Re: **Genesee County Industrial Development Agency d/b/a Genesee County
Economic Development Center and 8250 Park Rd LLC**

Notice of Public Hearing and Inducement Resolution

Ladies and Gentlemen:

On Wednesday, October 22, 2025, at 3:30 p.m., local time, at Batavia Town Hall (Conference Room), 3833 West Main Street Road, Batavia, New York 14020, 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 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.

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.

On October 2, 2025, the Agency adopted an inducement resolution (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



See Proof on Next Page

AFFIDAVIT OF PUBLICATION

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

State of Florida, County of Broward, ss:

I, Ankit Sachdeva, 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:

- Oct 10, 2025

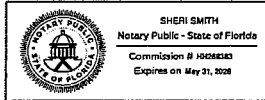
Notice ID: 3XvayvdEiEerSUUUOYj

Notice Name: 442955

Publication Fee: \$143.06

Ankit Sachdeva

Agent



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 10/13/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

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**GENESEE COUNTY
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, October 22, 2025, at 3:30 p.m., local time, at Batavia Town Hall (Conference Room), 3833 West Main Street Road, Batavia, New York 14020, in connection with the following matter:

8250 PARK RD LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 8.70 acres of real property located at 8250 Park Road in the Town of Batavia, Genesee County, New York and all other lands in the Town of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly described as a portion of tax parcel No. 8.-1-74) and the existing improvements located thereon, consisting principally of an approximately 125,000 square foot hotel (the "Existing Improvements"); (ii) the renovation, reconstruction, rehabilitation and operation of the Existing Improvements to accommodate approximately 167 hotel rooms and water park, along with upgrades to lobby spaces, event spaces, and related spaces (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility").

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

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

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

Dated: October 10, 2025

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

**REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF
8250 PARK ROAD LLC HELD ON WEDNESDAY, OCTOBER 22, 2025 3:30 P.M. AT BATAVIA TOWN HALL,
3833 WEST MAIN STREET ROAD, BATAVIA, NEW YORK, GENESEE COUNTY, NEW YORK**

I. ATTENDANCE

Jim Krencik, Senior Director of Marketing and Communications – GCEDC
Sherry Tacy, Operations Assistant – GCEDC

II. CALL TO ORDER

The public hearing of 8250 Park Road, LLC opened at 3:31 p.m. at the Batavia Town Hall, 3833 West Main Street Road, in Batavia, New York, Genesee County, New York.

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

III. PROJECT SUMMARY

8250 Park Rd, LLC is renovating the water park hotel next to Target in the town of Batavia.

The company will be renovating the current 196-unit facility into two hotels for a total of 167 units. There will be a 99-unit Holiday Inn hotel and a 68-unit Candlewood Suites hotel, and the existing water park will also be renovated.

The \$10 million project proposes creating 15 new full-time equivalent (FTE) positions and retaining 20 FTEs. The improvements are projected to increase the property's assessed value from \$3.5 million to \$9.185 million.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$379,200, a mortgage tax exemption estimated at \$50,000 and a property tax abatement estimated at \$884,472 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Once ramped up, the project is projecting to assist over \$123,704 annually in Bed Tax revenue to the county.

IV. COMMENTS

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

There was no public comment.

V. ADJOURNMENT

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

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Exhibit B

Negative Declaration of the Town of Batavia Planning Board

[Attached Hereto]

TOWN OF BATAVIA PLANNING BOARD ACTION

Date of Meeting 2/17/26

Applicant

Holiday Inn Candlewood Suites

Action Request

seek Lead Agency

Not subject to review

Additional requirements or information needed for review

Request a 30-day extension

Table

Reasons:

Recommendation

Approval

Approval with modifications
modifications are:

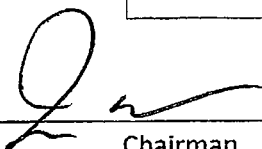
Disapproval

Other

Reasons:

Roll Call

Yes	No	Board Member
✓		Kathy Jasinski
✓		Paul Marchese <i>ist</i>
	<i>Absent</i>	Paul McCullough
✓		Don Partridge
✓		Jonathan Long
	<i>Absent</i>	Steve Tanner
✓		Brooks Hawley <i>7m</i>
✓		Brittany Witkop (alternate member)
✓		Michael Dana (alternate member)



Chairman

2/17/26

Date

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Addition & Alterations to Existing Hotel		
Project Location (describe, and attach a general location map): 8250 Park Road, Batavia, NY		
Brief Description of Proposed Action (include purpose or need): The project consists of an addition and alterations to an existing 5 story hotel/waterpark/conference center/restaurant. The addition consists of a 1,908 sf per floor 2 story lobby and hotel restaurant with occupied roof. The project also consists of removing an existing canopy and creating a new front entrance with customer drop-off area and ADA parking spaces on the north side of the hotel. Landscaping is being proposed around the facility. Alterations to the water park are not included in this project.		
Name of Applicant/Sponsor: Jayesh Patel - Rudra Mgmt		Telephone: 716.481.9888
		E-Mail: jay@rudramgmt.com
Address: 51 Anderson Road #4905		
City/PO: Buffalo	State: NY	Zip Code: 14225
Project Contact (if not same as sponsor; give name and title/role): Silvestri Architects		Telephone: 716-691-0900 x 212
		E-Mail: JessicaS@silvestriarchitects.com
Address: 1321 Millersport Highway - Suite 101		
City/PO: Amherst	State: NY	Zip Code: 14221
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Town Planning Board - Batavia	
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County 239m Review	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part I 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

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C.3. Zoning

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

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

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Batavia City School District

b. What police or other public protection forces serve the project site?
Genesee County Sheriff's Office, New York State Police & Batavia Police Department

c. Which fire protection and emergency medical services serve the project site?
City of Batavia Fire Department and area volunteer fire departments (East Pembroke, Byron & Oakfield)

d. What parks serve the project site?
Austin Park, Kiwanis Park, Farrall Park, Genesee County Park & Forest, Batavia Soccer Park and Batavia Town Park

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? _____ 8.7 acres
 b. Total acreage to be physically disturbed? _____ 0.4 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 8.7 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 3 Units: 1908-SF

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ 6 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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

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

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

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ 1,908 square feet

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

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

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

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

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

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

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

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

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

If Yes:

• acres of aquatic vegetation proposed to be removed: _____

• expected acreage of aquatic vegetation remaining after project completion: _____

• purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

• proposed method of plant removal: _____

• if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

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

If Yes:

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

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

If Yes:

• Name of district or service area: _____

• Does the existing public water supply have capacity to serve the proposal? Yes No

• Is the project site in the existing district? Yes No

• Is expansion of the district needed? Yes No

• Do existing lines serve the project site? Yes No

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

If Yes:

• Describe extensions or capacity expansions proposed to serve this project: _____

• Source(s) of supply for the district: _____

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

If Yes:

• Applicant/sponsor for new district: _____

• Date application submitted or anticipated: _____

• Proposed source(s) of supply for new district: _____

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

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

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

If Yes:

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

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

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

If Yes:

• Name of wastewater treatment plant to be used: _____

• Name of district: _____

• Does the existing wastewater treatment plant have capacity to serve the project? Yes No

• Is the project site in the existing district? Yes No

• Is expansion of the district needed? Yes No

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

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

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

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

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

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

• Will stormwater runoff flow to adjacent properties? Yes No
 iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

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

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

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

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

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

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

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

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

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

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

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

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

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

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

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

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

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

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

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

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

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7AM-5PM _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ Hotel - Open 7 days a week & _____ • Saturday: _____ 24 Hours per day _____ • Sunday: _____ • Holidays: _____
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Utilize existing outdoor lighting and new lighting on building expansion.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

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

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

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

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

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation: _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

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s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

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

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.38	0.4	0.023
• Forested	0.0	0.0	0.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.0	0.0	0.0
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	0.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	0.0	0.0
• Wetlands (freshwater or tidal)	0.0	0.0	0.0
• Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0
• Other Describe: _____ _____			

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

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

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

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

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

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

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 6-6.75 feet

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

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

LmA-Lima silt loam(0-3% slope) B/D	_____	46.7 %
CaA - (0-2% slopes) - C/D	_____	27.3 %
OnB- Ontario Loam (3-8%) B	_____	26.0 %

d. What is the average depth to the water table on the project site? Average: _____ 6-6.75 feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ 26 % of site
 Poorly Drained _____ 74 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

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

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name PF01E Freshwater Forested / Shrub Wetland Approximate Size 10.49 acres
- Wetland No. (if regulated by DEC) Informational Map Only (NYSDEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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

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

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

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

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m. Identify the predominant wildlife species that occupy or use the project site: _____
 Existing Hotel / Parking - NONE _____

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

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

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

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

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

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

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

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

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

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: BATAVIA VETERANS ADMINISTRATION HOSPITAL

iii. Brief description of attributes on which listing is based:
Listed buildings in VA complex

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

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6 NYCRR Part 666? Yes No

F. Additional Information

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

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

G. Verification

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

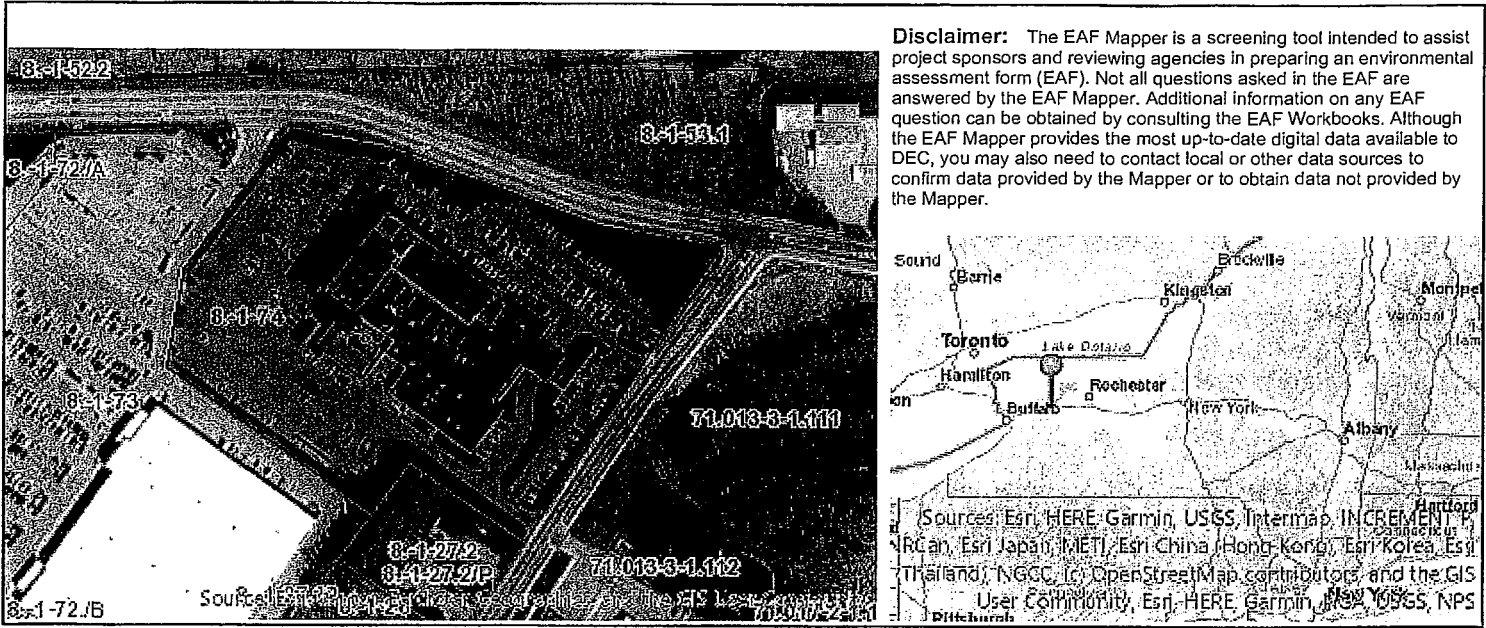
Applicant/Sponsor Name Michael Lasell Date 12/28/2025

Signature  Title Engineer

PRINT FORM

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B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

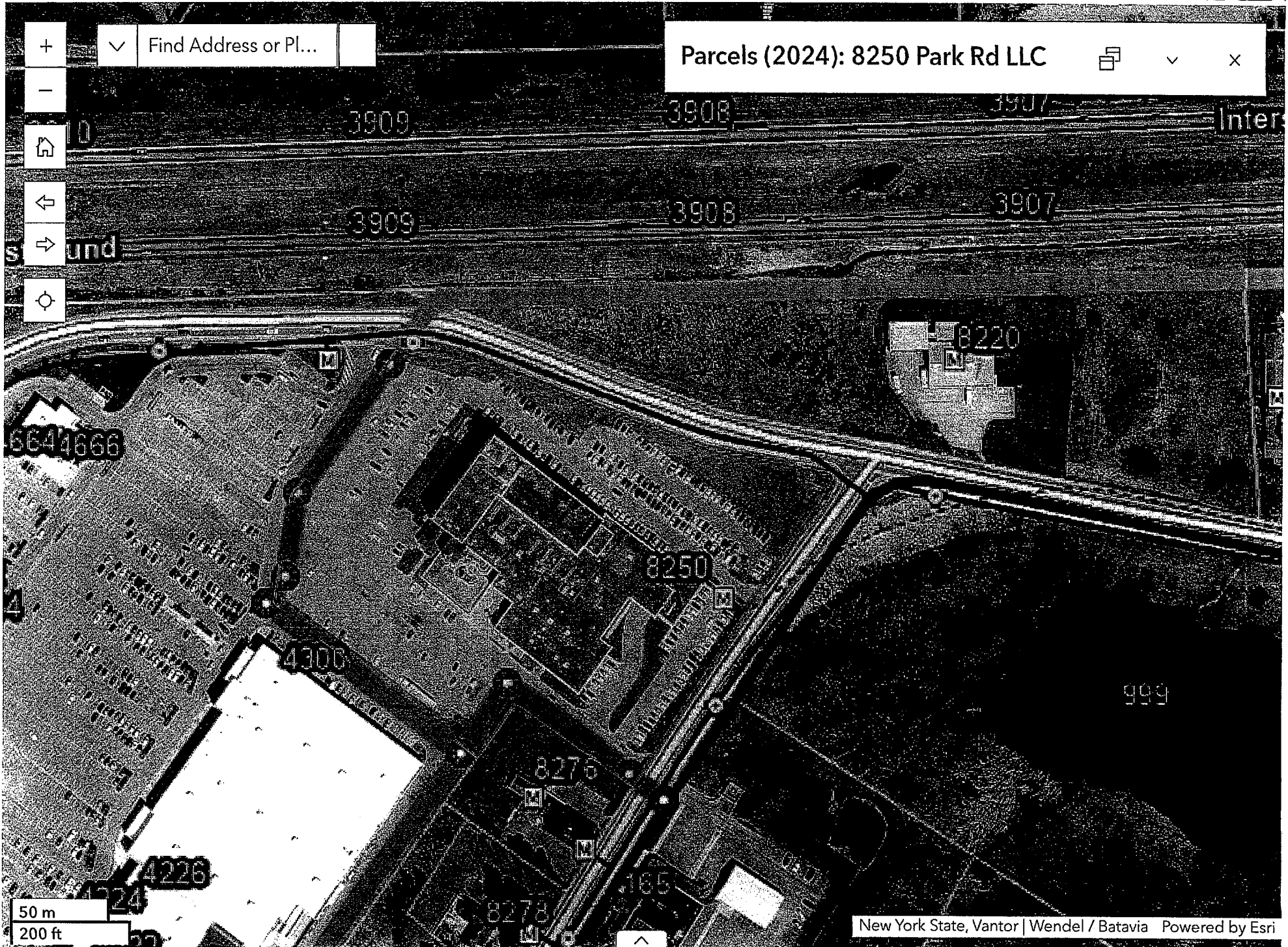
E.2.i. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	BATAVIA VETERANS ADMINISTRATION HOSPITAL
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

3.1b

+ Find Address or Pl... ☐



Parcels (2024): 8250 Park Rd LLC ☐ ▾ ×



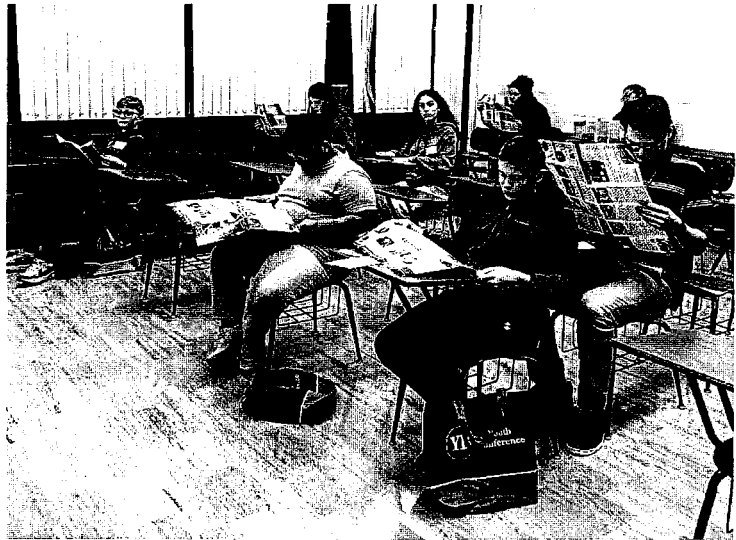
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Public Outreach Update

Youth Engagement: GCEDC Executive Vice President of Business & Workforce Development Chris Suozzi launched *March Workforce Madness* in his “Coach’s Corner” local media column.

Since 2019, dozens of Coach’s Corner columns have been published in *The Daily News, The Batavian and Video News Service*. These have shared the success of workforce development partnerships, encouraged parents to discuss career paths with their children and provided information about upcoming programs.



March Workforce Madness featured GCEDC participation in programs led by the Genesee County Youth Bureau, John Kennedy Intermediate School and GLOW With Your Hands’ team of volunteers.

STREAM US Data Centers Project: The GCEDC continued to present factual information related to the STREAM US Data Centers project in multiple forms, including an Op Ed by President & CEO Mark Masse, an Executive Summary for the project’s Cost Benefit Analysis, and social media infographics.

RECALLS

Raw oysters, clams recalled in 9 states over possible norovirus risk, FDA warns

By ANNALISE KNUDSON
State Island Advance (76)

The U.S. Food and Drug Administration has issued an alert on raw oysters and clams that may be contaminated with norovirus and were distributed in nine states, including New York.

The FDA is advising consumers to not eat raw oysters harvested by Drayton Harbor Oyster Company and Manila clams harvested by Lummi Indian Business Council, harvested on Feb. 13 through March 3, 2026.

The oysters were shipped to Washington, while the clams were shipped to several states, including New York.

Shellstock, or raw, live molluscan shellfish such as oysters and clams contaminated with norovirus can cause illness if eaten, and potentially severe illness in people with compromised immune systems.

Food containing norovirus may look, smell, and taste normal, according to the FDA.

Symptoms of norovirus

Anyone can get infected and sick with norovirus, with the most common symptoms being diarrhea, vomiting, nausea, and stomach pain. Other symptoms include fever, headache, and body aches.

Symptoms usually come on about 12 to 48 hours after exposure, with most people recovering within one to three days.

Diarrhea, abdominal cramps, nausea, vomiting, and fever may be associated with gastroenteritis infections caused by this organism, the FDA stated.

Consumers of these products who are experiencing symptoms of illness should contact their health-care provider and report their symptoms to the local health department.

Ford issues recall of more than 1.7M vehicles

By ANNALISE KNUDSON
State Island Advance (76)

STATEN ISLAND — More than 1.7 million Ford vehicles are under recall for two separate issues.

According to two notices from the National Highway Traffic Safety Administration, the recalls involve rearview camera issues.

In one recall notice, Ford stated that the rearview cameras in certain Bronco and Edge vehicles may not display while in reverse gear, according to the NHTSA notice.

This involves 2021-2026 Ford Bronco and 2021-2024 Ford Edge vehicles.

In another recall notice, some Ford Escape and Explorer vehicles, as well as Lincoln Corsair and Aviator vehicles, may display inverted images on rearview cameras.

This recall affects the following vehicles:

- Ford Escape model years 2020-2024
- Ford Explorer model years 2020-2024
- Lincoln Aviator model years 2020-2024
- Lincoln Corsair model years 2020-2022

These issues can affect the driver's view and ability to see what's behind the car and increase the risk of a crash, according to the NHTSA notice.

Ford is working to provide software to repair the rearview camera issues. Owners will be notified to schedule a free repair.

Folding outdoor chairs under recall for injury and fall risk

By ERIK BASCOMBE
State Island Advance (76)

More than 35,000 folding outdoor chairs sold by Academy Sports + Outdoors are under recall for an injury and fall risk, according to a recall notice posted by the U.S. Consumer Product Safety Commission.

The company is recalling its Magellan Odyssey Rocker Chairs because the chairs' legs can break — posing injury and fall hazards to consumers, according to CPSC.

There has been one report of the chair's legs breaking, though no injuries have been reported.

Only chairs manufactured between July 2025 through August 2025 are included in this recall. They were sold in several colors, including charcoal, navy, olive green, and teal.

The chairs were sold at Academy Sports + Outdoors stores nationwide and online at academy.com from September 2025 through October 2025 for about \$50.

Consumers should immediately stop using the recalled chairs and return them to any Academy Sports + Outdoors store for a full refund. Consumers can also contact Academy's Customer Care to return the chair by mail at no cost.

Consumers can contact the company at 888-922-2336, email at customerservice@academy.com, or go online at academy.com/product-recalls or academy.com and click on "Product Recalls" at the bottom of the page for more information.

Toyota is recalling 550,000 Highlanders because of seat backs

By DIANE MWAI
JL.com (75)

Toyota issued a recall on more than 550,000 SUVs due to a defect that can cause the seat back to fail to restrain occupants properly, increasing the risk of injury.

The recall covers 2021-2024 Toyota Highlander models produced between March 31, 2021 through Nov. 10, 2023, according to the U.S. National Highway Traffic Safety Administration recall notice.

Toyota said it cannot give a proper estimate of the "percentage of vehicles to actually contain the defect," the company said in the notice.

The issue stems from a supplier defect in the mechanism that controls the recliner feature of the second row seats. The recliner mechanism is supposed to allow occupants to adjust the seat back and lock in place, but fails to fully engage the recliner teeth. This prevents the seat back from locking in position when adjusted.

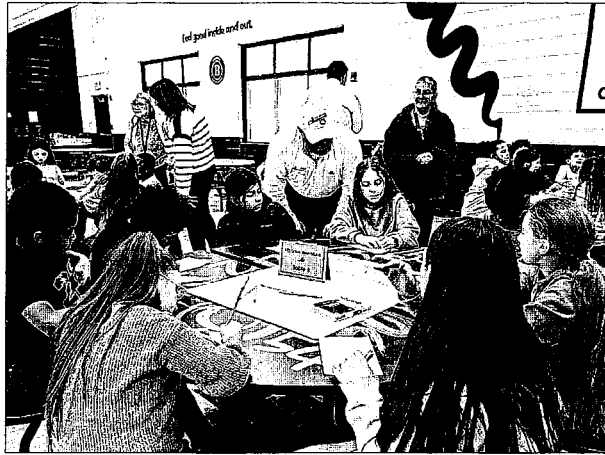
"A seat back that has not been secured in a locked position may fail to properly restrain occupants, increasing the risk of injury in the event of a crash at higher speeds," reads the NHTSA notice.

Toyota discovered the issue during a routine October 2023 inspection at the manufacturing facility, which found the second row seat back missed the first locking position when adjusted. But the seat remained locked in other positions.

In February 2026, Toyota issued a voluntary safety recall based on the investigation. The automaker has received 18 warranty claims related to the recall issue.

Owners of the vehicles affected in the recall will be notified to bring their vehicle to a Toyota dealer by May 4, 2026.

Dealers will replace the return springs in the recliner with improved ones, at no cost to the owners.



Genesee County Economic Development has partnered with Cooley Comics to pair student creativity with AI tools that create new universes and opportunities for students to explore their personal "superpowers."

March Workforce Madness highlights local student talent

COACH'S COLUMN



CHRIS SUOZZI

March Madness is back again! It's one of my favorite times of the year.

The next few weeks brings out the best in basketball players and fans.

I love how that passion and energy crosses into our lives.

Workforce development, our local high school and NCAA basketball tournaments share a common theme: the unsung Cinderella story. Too often inspirational stories and journeys go unnoticed until an unforgettable buzzer-beater or

major upset. They exemplify resilience and the power of hard work and dedication.

In Genesee County, our version of March Workforce Madness offers the same competitive and exciting atmosphere as on the basketball court.

Throughout March, our local students are in the spotlight to showcase their skills, develop their talents, and embark on their own workforce journey, gaining valuable experience and confidence for their future careers.

We have great opportunities coming up for our students!

March Workforce Madness kicks off with the Genesee County Youth Bureau's annual 7th and 8th grade youth conference, where this year's theme is spreading kindness and enhancing empathy.

The annual day-long event focuses on addressing social issues, building lead-

ership skills, and promoting career exploration. I'll meet with students to share how they can succeed in mechanical trades, metal trades and skilled trades.

Later that day, the second round of March Workforce Madness will wrap up at John Kennedy Intermediate School.

We've partnered with Cooley Comics to pair student creativity with AI tools that create new universes and opportunities for students to explore their personal "superpowers."

Rounding out March Workforce Madness is the fourth annual GLOW With Your Hands: Healthcare festival. About 600 students from grades 8-12 from every GLOW region high school will gather at Genesee Community College to connect with various healthcare businesses and organizations.

It's a great opportunity to educate our local students

about the many alternative pathways available for them after high school.

GLOW Co-Chairs Karyn Winters and Angela Grouse lead a great group of volunteers and GLOW Workforce team members that make this event a success.

March Workforce Madness shows that our students do not need to go far to find their next workforce opportunity. Like the NCAA tournament bracket, there is a pathway to the top whether you start as a 1-seed or a 12-seed. We thank all our local companies who support these events.

To learn more about local workforce programs and opportunities, contact me at (585) 343-4866 or csuozzi@gcedc.com or visit www.gcedc.com/career-checklist.

Chris Suozzi is the executive vice president, business and workforce development of the Genesee County Economic Development Center.

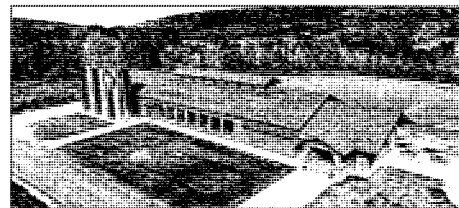
A sweet spot for gathering
Boxler Maple unveils new event center

By KENYA PETTY
Associated Press (75)

VARYSBURG — Boxler Maple Farm was established in 1928 by Joseph Boxler. What began as his hobby has turned into a family's life work and passion.

The farm continues to grow beyond producing organic maple syrup. In February, the family announced the opening of The Mapley, a space surrounded by maple trees and beautiful rural scenery that offers a warm and inviting setting to celebrate life's most memorable occasions such as weddings, birthday parties or other large events.

For couples booking a wedding, optional party favor add-ons are available,



COURTESY OF BOXLER MAPLE

including maple candy and small bottles of maple syrup. Guests can even enjoy treats from The Mapley Ice Cream Shop located within the venue.

"The back half of the building is strictly for producing maple syrup. So

you can have ice cream out on the front patio, and then there's a back deck that overlooks a pond we put in last summer," said Warren Boxler, who has been making maple syrup with his father, David, for about 33 years.

They have a few different events planned for the summer, and their goal for their 2026 season is to stay busy and booked.

In addition to producing organic maple syrup, Boxler Maple will open its doors to host weddings, birthday parties, and other large events.

When Warren and David first started, they only had a few hundred taps, which gradually increased over the years. Currently, 50,000 taps are spread across 1,000 acres of woods, from which they produce syrup. The Boxlers primarily sell their syrup wholesale in bulk, but they also sell retail items online and on-site.

Initially, the building was used solely for producing maple syrup, but the tim-

ber-framed addition left visitors wanting more.

"It turned out so nice that everyone started asking, 'Are you doing weddings or events here?'" so we decided to do that. We never planned on it, but we're going for it now. I mean, it is beautiful," said Warren, who had been working on the space for about 15 years.

Tours of the facility will be offered during Maple Weekends on March 21 and 22, and 28 and 29. The k-

He'd been working on the space for about 15 years, and they finished up last summer. They'll be giving tours of the facility during Maple Weekends, March 21 and 22, and March 28 & 29, and is officially booking events.

More information
See inside today's "Weekend Edition" for the latest edition of "Tractor Factor," our quarterly agri-business special section.



Warren Boxler talks to visitors about the maple sugaring process during a past Maple Weekends event.

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MASSE: FACTS MATTER IN DISCUSSING BENEFICIAL PROJECTS IN GENESEE COUNTY

by Mark Masse

Mon, Mar 16th 2026 10:00 am

I have appreciated the opportunity at public meetings and personal outreach to share the facts of both the proposed STREAM Data Centers project and the proposed financial agreements.



Despite providing **detailed and direct**

information about the proposed project at the Science & Technology Advanced Manufacturing

Park (STAMP), there is a separate and growing amount of incorrect information being shared about the project and the financial benefits it will generate. As we receive public input on the project, I want to make sure the individuals know exactly what STREAM is proposing to build, and the economics of the proposed incentives.

The following are details of the project that we are seeking feedback on.

Stream Data Centers would build three 733,338 square-foot buildings on 90 acres that were rezoned over a decade ago with allowed uses including data centers.

The project would hire 125 people for roles that students in our high schools and local colleges are trained for, with an average salary of \$88,000. Another 1,200 skilled trades workers would have five years of steady work to construct these buildings.

Stream Data Centers would use a portion of electrical capacity that was approved for STAMP's use by the independent operator of the state's electrical grid. The company will pay for all of their infrastructure and additional improvements for electrical infrastructure in our region related to this project. No electrical infrastructure costs from STAMP or this project will be passed on to electric ratepayers.

The project would use 20,000 gallons per day of water already available at STAMP. This is less than the average farm in our community uses on a daily basis.

The proposed incentives requested by Stream Data Centers include no transfer of current or future taxpayer funds or payments of cash.

In return, Stream Data Centers would fund significant projects through property tax payments above market rate to the County, Town of Alabama and Oakfield Central School District. These payments will be used to reduce costs for our entire community and improve public health and safety, education, and water infrastructure across Genesee County.

The proposed agreements that the Genesee County Economic Development Center (GCEDC) has negotiated with STREAM US Data Centers will generate a **direct financial benefit for our community that provides a 3-to-1 return.**

The project will generate over \$550 million in new property and sales tax revenues directly to local municipalities and schools.

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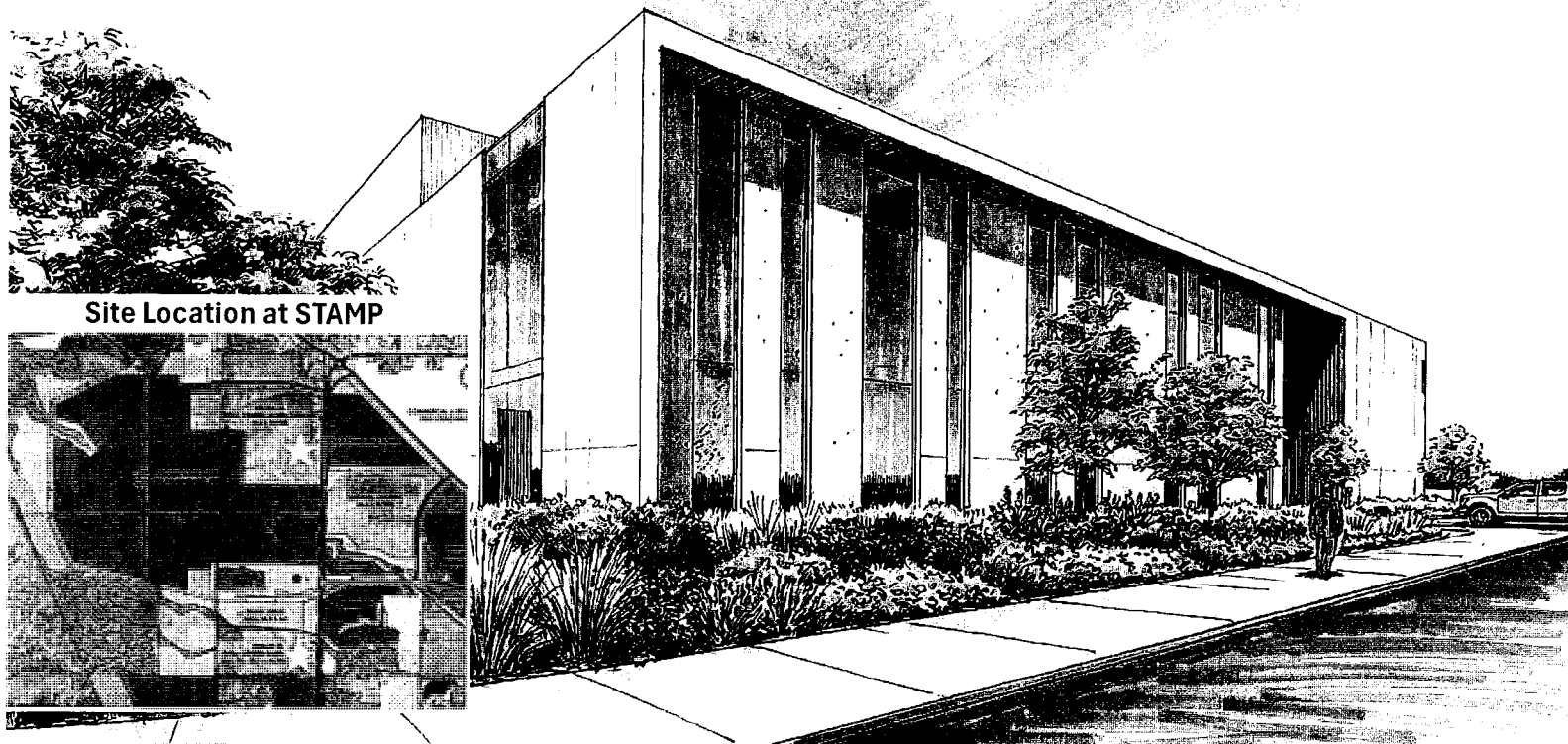
This includes:

- Over \$7 million of annual payments to the Town of Alabama, Oakfield-Alabama Central School District, and Genesee County.
- The annual payments would increase by 2% annually. Over 30 years, these payments will total \$285 million to our community.
- The project will generate an estimated additional \$9 million per year of new sales tax revenue for Genesee County. Over the same 30-year term, this revenue source would generate \$270 million for local services.

The sales tax exemption requested by the project directly relate to investments to build and equip the buildings, and are not levied in 14 other states. Again, these exemptions do not result in any payment to the company, so no money is being traded for jobs.

These facts will continue to be shared at a public hearing scheduled for 7 p.m. on Thursday, March 19 at the Town of Alabama Fire Hall. I invite you to join me there.

Stream US Data Centers Project



Stream US Data Centers

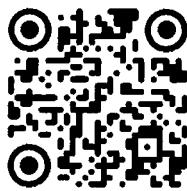
- Stream US Data Centers develops, builds and operates hyperscale data centers with facilities across the United States.

Project Double Reed

- Project Double Reed is a \$19.46 billion investment by STREAM US Data Centers
- The project will build 3 data halls on 2 parcels (90 acres total) with each building being 733,338 square-feet
- The facility will be leased to a single Fortune 50 company tenant

Careers at STAMP

- Project Double Reed anticipates hiring 125 professionals
- Careers include data technicians, engineering technicians, and managers
- These careers are aligned with GCC and GV BOCES training programs and have an \$88,000 average salary
- Project Double Reed's construction would support 1,200 skilled trades jobs annually for 5 years



Project Website

Electrical Usage & Impact

- Stream US Data Centers will use 500 of the STAMP substation's 600 megawatts
- Electric ratepayers will not and cannot be billed for any infrastructure improvements related to the project or STAMP
- \$9 million in new annual County sales tax revenue will be generated by the project's electrical use

Water Usage & Impact

- Stream US Data Centers will use 20,000 of the 200,000 gallons/day allocated by the County for STAMP
- The proposed \$285 million of 30-year PILOT/host payments shared between local governments can support local services and the Genesee County Water Project

Facility Operations & Impact

- Stream US Data Centers has designed their facilities to operate at the noise limits of 65-decibels during the day and 45-decibels at night as analyzed in STAMP's Environmental Impact Study

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GCEDC Board of Directors
Jim Krencik, Senior Director, Marketing & Communications
March 26, 2026

Place Branding Development & Implementation Plan Update

Organizations, municipalities and individuals across Genesee County, including GCEDC staff, have assisted in the Brand Genesee process since 2024. The project (www.visitgeneseeny.com/brand-genesee) aims to elevate a unified brand for both Genesee County as a place and as a government and related services.

An important milestone in the initiative was completed earlier this month with the approval of an identity, positioning, and brand framework by the County Legislature's Ways & Means Committee.

Following a vendor-driven destination assessment, community input, and review of options vision statements, messages and brands, this approval sets the task of implementing the proposed brand.

In the coming months, the GCEDC is anticipated to receive the Genesee County place branding guidelines, guidance on assets and items to develop the county's identity and positioning for the GCEDC, content strategy and tactics concepts, and options for GCEDC branding that align with the branding proposed for Genesee County.

These deliverables are funded through the vendor's contract with the County.

Proposal from GHD for acoustic study review

Discussion: The GCEDC has a proposal from GHD to peer review the acoustics study provided by STREAM Data Centers US for the proposed project at STAMP.

Fund Commitment: \$13,730 to be covered under the reimbursement agreement with STREAM.

Committee Action request: Recommend approval of the proposal.

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285 Delaware Avenue, Suite 500
Buffalo, New York 14202
United States
ghd.com



Our ref: 11230888-PRO-1

March 18, 2026

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

Proposal | Noise Study Peer Review – Project Double Reed

Dear Mr. Masse

1. Introduction

GHD is pleased to provide the following scope of work and fee to complete a peer review of a Noise Study and related critique memo as part of the submitted SEQR Development Application package from Stream Data Centers (Applicant) for the proposed Project Double Reed (Project) to be located at the STAMP development site in Alabama, New York (Site).

2. Scope of Work

It is GHD's understanding that this scope of work will cover a peer review of at least first and possibility two revisions of the Noise Study and related critique memo(s). The following tasks are anticipated to complete each peer review.

Task 1 – First Peer Review of Technical Documents

The Peer Review will consider the potential noise exposure from the Site with regard to the applicable noise requirements.

Noise Study Review

GHD will evaluate the adequacy and completeness of the information provided including:

- Evaluation of all noise sources (road and stationary) and conformance to applicable noise limits.
- Identification of all noise receptors.
- Evaluation of recommended noise control measures and cumulative impacts on site and surrounding areas.
- Identification or consideration of any other noise mitigation alternatives.
- Examination of the Study's adequacy and completeness in assessing noise emissions prepared from a technical and methodological standpoint in accordance with all applicable and accepted standards for evaluating noise including relevant state policy or guidance documents.

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- A general overview of how this new use would impact existing and in-operation employment uses within the immediate vicinity (350').
- How the Noise Study addresses any and all concerns stipulated in the critique memo(s). To the extent critique memo points are not addressed, GHD will provide responses to the points of critique and advise on what steps the Applicant can take to address them.

The peer review shall include a statement indicating whether or not the study and proposed mitigation measures provided are in accordance with applicable standards and a statement determining whether or not the submitted studies and recommendations satisfy all SEQR criteria with respect to noise emissions.

The following technical documents will be subject of review:

- BUFA – Project Double Reed, Stream Data Centers SEQ Development Application Package (initial submission: December 12, 2025, revised: February 18, 2026), Appendix O (Acoustic Technical Summary)
- Critique of the Noise Analysis in Project Double Reed Application, Noise Pollution Clearinghouse, June 30, 2025

The initial task is limited to a paper study review of the technical studies and the assumptions detailed therein. A site visit is not included in this scope of work.

GHD may request additional information or clarifications from the proponent during the course of the peer review.

First Draft Peer Review Letter

GHD will summarize our findings and provide recommendations in a technical letter that will be prepared in draft and issued for review by Phillips Lytle and the Applicant. The letter will then be issued to the applicant's consultant for their review and comment if deemed appropriate.

Conference Call

GHD will arrange a conference call to review our report findings and recommendations. The letter report will be finalized thereafter unless additional technical work or revisions require review by GHD.

Task 2 – Second Peer Review Letter (if required)

After receiving any comments, clarifications on GHD's initial peer review comments from the applicant's consultant or an updated report, GHD will complete a second peer review to confirm all comments were addressed.

3. Project Team

Project Director - Mike Masschaele BES, LEL – Noise Discipline Technical Lead

Mike, a Principal with GHD, is a senior acoustic specialist and manager of GHD's Noise & Vibration Services Group with 17 years of experience in noise and vibration engineering. Mike's expertise includes the measurement, analysis, and acoustical modeling of environmental and transportation noise sources, developing cost effective noise control programs for clients in various sectors, and conducting peer reviews. He also possesses skills that enable effective procedure development and reporting, targeted communication, and good organization towards positive project outcomes. Mike has successfully permitted numerous industrial facilities, ranging from automotive to power generation, as well as residential land development and highway transportation projects. Mike also specializes in building and land development Noise Impact Studies, providing STC and Tarion Bulletin 19R design and testing services for residential/commercial architectural projects.

Fees for additional services provided by Mike will be determined based on a standard rate of \$240/hour.

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Project Manager – Sam East, B.Eng., Vibrations and Acoustics Professional

Sam is a vibrations and acoustics specialist with 5 years of experience. He has conducted and managed numerous acoustic assessments for a variety of clients and will be performing the primary peer review work for this Scope.

Fees for additional services provided by Sam will be determined based on a standard rate of \$204/hour.

4. Schedule

GHD will complete our technical review of the First submission and critique memo and provide the Draft Peer Review Letter within 2 weeks of approval. A similar timeline is anticipated for review of the second submission.

5. Fee Estimate and Service Agreement

The proposed fee for this phase of work is estimated based on a time and materials basis, broken down as follows in USD and exclusive of taxes:

First Submission Review

- Drafting of peer review letter
- Review of all technical information
- Finalizing Peer Review letter and submission to Phillips Lytle and Applicant along with opposing parties as necessary
- Communications with Applicant, County, and other stakeholders
- Mr. Mike Masschaele – up to 8 hours @ \$240/hour
- Mr. Sam East – up to 34 hours @ \$204/hour
- Administration Staff and Disbursements – Project Total Rate \$574

Total **\$9,430**

Optional Second Submission Review (if required only) **+\$4,300**

- Drafting of second peer review letter based on revised report from 1st review
- Review of technical information and findings
- Finalizing Second Peer Review letter and submission
- Communications and meetings

Hourly rates will be billed as follows:

- Noise Discipline Technical Lead – Michael Masschaele, \$240/hour
- Vibrations and Acoustics Professional – Sam East, \$204/hour

This proposal and subsequent work performed by GHD will be subject to the standard GHD Professional Service Agreement found in Attachment A.

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We appreciate the opportunity to provide this proposed scope of work and cost estimate. Should you have any questions or additional information is required, please do not hesitate to contact us.

Regards,



Sam East

Vibrations and Acoustics Professional

+1 519 340 4426

Samuel.East@ghd.com

Copy to: Mike Masschaele – GHD

Encl.

Attachment A

GHD Professional Service Agreement

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Professional Services Agreement

Reference no: 11230888

This Professional Services Agreement (hereinafter "Agreement") is effective this 16th day of March 2026, ("Effective Date") between GHD Limited, an Ontario corporation (hereinafter "GHD") and Genesee County Economic Development Center (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party"). In consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Scope of work. GHD shall perform the services set forth in the Scope of Work which is attached hereto as Exhibit "A". The Scope of Work will be based on facts known and laws in place on the Effective Date. Each Party will promptly inform the other in writing if facts are discovered that indicate that this Agreement or Scope of Work may need to be modified. If there is a change in law or project assumptions which materially affect either Party's obligations hereunder, upon receiving or providing the notice described above, the Parties shall execute an amendment which will include, at a minimum, a description of the proposed modifications and their effect on the scope, fees, and timelines specified in the Scope of Work (an "Amendment"). Except for additional services required due to the fault of GHD, any change to the scope, schedule, extent, or character of the services shall be set forth in a written Amendment which is agreed upon and signed by GHD and Client. Unless otherwise provided herein, GHD shall not be required to perform any additional services unless the Amendment sets forth the scope of the additional services and any adjustment in compensation for, and/or the time to perform, such additional services. GHD shall have no liability for any delay, and the services completion date shall be extended by the equivalent time, associated with Client's delay in executing an Amendment.

2. Payment for services. Unless otherwise agreed, GHD will invoice Client monthly for services completed, or expenses incurred, in accordance with the payment basis and markup values set forth in the Scope of Work. GHD's rates stated in the Scope of Work are subject to revision on a periodic basis, following notice to Client. Payment of GHD invoices shall be due upon receipt by Client. Invoices not paid within thirty (30) calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within thirty (30) calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within the specified time shall deem the invoice accepted by Client. GHD reserves the right without penalty to suspend performance of services in the event Client fails to pay all amounts which are not subject to a bona fide dispute within forty-five (45) calendar days from the invoice date. All suspensions shall extend the completion date of any affected project commensurately.

3. Insurance. GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits and will provide certificates of insurance upon request to evidence such insurance: Workers' compensation – statutory; automobile liability – \$1,000,000 combined single limit; commercial general liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate; and professional liability – \$1,000,000 per claim and \$2,000,000 in aggregate.

4. Documents and data. Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, documents, site information, and other information furnished by Client to GHD pursuant to this Agreement ("Client Data"). Client agrees to grant and hereby grants to GHD a non-exclusive, royalty-free license to use Client Data and perform all acts with respect to Client Data as necessary to perform the Scope of Work. GHD shall have no obligation to validate the contents of Client Data for content, accuracy, usability or for any other purpose. Client acknowledges that project or site information previously provided by Client (or by a third party on Client's behalf) to GHD personnel not engaged in the provision of the services hereunder, shall not be deemed to have been provided to or known by GHD personnel that are engaged in the provision of the services hereunder. GHD may use Client Data to add insight, analytics, and data science to the services and/or to provide or suggest additional solutions or services to Client. Client acknowledges and agrees (1) GHD may store Client Data on a cloud computing service (e.g., Microsoft Azure, Amazon Web Services, etc.) and which may be transmitted to or stored outside the County or origin, subject to applicable laws, and (2) GHD may obtain and aggregate technical and other data related to the services that is: (i) is anonymized and presented in a way which does not reveal Client's identity; and (ii) may be combined with historical or recent data and information of other clients or additional data sources ("Aggregated Data"). Client agrees that all right, title, and interest in Aggregated Data, including all intellectual property rights, are hereby assigned to and owned solely by GHD. GHD may reproduce, distribute, display, make publicly available, and otherwise use the Aggregated Data for any business purpose, during and after the term of this Agreement.

5. Confidentiality. During the term of this Agreement and for a period two (2) years thereafter (and in the case of trade secrets, until such time as the trade secret no longer qualifies for protection as such under applicable law). GHD shall not disclose any Confidential Information relating to Client to any third parties other than

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employees, subcontractors, or agents of GHD without the prior written consent of Client, except as required by applicable law, regulation, or legal process, or as may be required by emergency situations. "Confidential Information" includes, without limitation, whether received from or on behalf of the Client; (i) any information constituting a trade secret under applicable law, (ii) non-technical information relating to the business affairs of the Client, (iii) technical information including patent, copyright, trade secret, and other proprietary information. In the event GHD is requested pursuant to, or required by applicable law or legal process to, disclose any Confidential Information, GHD will notify Client of the circumstances requiring such disclosure and will refrain from such disclosure for the maximum period of time allowed by law so that Client may seek a protective order or other appropriate remedy to protect the Confidential Information. This provision shall not apply to data or information which (i) is or becomes part of the public domain other than as a result of disclosure by GHD; (ii) was acquired by GHD independently from third parties not under any obligation to Client to keep such data and information confidential; (iii) was in GHD's possession prior to disclosure of the same by Client; or (iv) has been independently developed by GHD, or its employees, subcontractors, or agents.

6. Independent contractor and subcontracting. The Parties acknowledge and agree that GHD shall be an independent contractor and shall have responsibility for and control over the means of providing the services. GHD shall have the right to use subcontractors as GHD deems necessary to assist in the performance of the services. GHD shall not be required to employ any subcontractor that is unacceptable to GHD.

7. Site access and safety. Client shall provide right of entry and safe access and necessary permissions for GHD, its representatives, and its subcontractors to perform the services. GHD shall only be responsible for the activities of its own employees and agents on a project site with respect to safety.

8. Hazardous Conditions. Client warrants that it will make full disclosure as to any hazardous, radioactive, or toxic substance, or any irritant, contaminant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") which Client knows or has reason to believe exist at the project site. If Hazardous Conditions are discovered by GHD during the performance of the services that necessitate changes to the Scope of Work, the Parties shall execute an Amendment to address such changes. Unless otherwise specified in the Scope of Work, the discovery of the presence of mold, asbestos, or lead-based paint will constitute a changed condition enabling GHD in its sole discretion to terminate its provision of services if GHD and Client are unable to renegotiate the Scope of Work in a timely manner. GHD and Client recognize and agree that GHD has neither created nor contributed to the existence of any Hazardous Conditions at the project site, and as such, GHD has no responsibility in relation to the presence of any such Hazardous Conditions. Client agrees to defend, indemnify, and hold GHD harmless from any and all claims against or liability of GHD arising from the existence of any Hazardous Conditions at the project site, unless such claims arise out of the gross negligence or willful misconduct of GHD.

9. Standard of care. GHD represents that the services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing under similar circumstances at the same time and in the same locality. No warranties, guaranties, or representations of any kind, either express or implied, are included or intended by this Agreement or in any proposal, contract, report, opinion, or other document in connection with this project. Upon receipt of notice from Client, GHD shall promptly correct, without additional compensation, any services which fail to conform to the standard of care established in this Section.

10. Indemnity and liability. GHD agrees to indemnify and hold harmless Client from and against losses, damages, liabilities, and expenses to the proportionate extent caused by: (i) the failure of GHD to comply in material respects with federal, state, provincial and/or local laws and regulations applicable to the services; (ii) a breach by GHD of this Agreement; or (iii) the negligence or willful misconduct on the part of GHD in performing the services. Client agrees to indemnify and hold harmless GHD from and against losses, damages, liabilities, and expenses to the proportionate extent caused by: (i) a breach by Client of this Agreement; (ii) the negligence or willful misconduct of Client; or (iii) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS, OR ARISING PURSUANT TO ANY OTHER CAUSE OF ACTION, GHD'S LIABILITY, INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND SUBCONTRACTORS, SHALL BE STRICTLY LIMITED TO THE LESSER OF THE AGREEMENT VALUE OR \$250,000. NOTWITHSTANDING THE PRECEDING SENTENCE, IF THE AGREEMENT VALUE IS LESS THAN \$50,000, GHD'S LIABILITY SHALL BE LIMITED TO \$50,000. THE LIMITATIONS IN THIS PARAGRAPH SHALL NOT APPLY TO DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY CAUSING SUCH DAMAGE.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES,

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AND/OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION OR THE LOSS OF PROFITS, REVENUE, OPPORTUNITY, ANTICIPATED SAVINGS, USE, DATA AND/OR GOODWILL. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL DAMAGES CONTEMPLATED IN THIS SECTION 10 THAT MIGHT OTHERWISE BE INCLUDED WITHIN A PARTY'S INDEMNIFICATION OBLIGATIONS.

11. Intellectual property. Reports, plans, designs, drawings, specifications, bids, proposals, or any other work prepared or furnished by GHD under this Agreement (the "Work Product") is deemed to be instruments of service and GHD shall retain ownership and property interests therein, however, GHD hereby grants Client, upon Client's payment to GHD of amounts properly due under this Agreement, a non-exclusive, non-transferable, non-sublicensable, license to use the Work Product or make and retain copies for information and reference, to effectuate to the purpose contemplated by the Scope of Work. Any reuse or modification of the Work Product without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability to GHD and Client agrees to defend, indemnify, and hold harmless GHD from all claims, damages, losses, and expenses including attorneys' fees or other costs arising out of or resulting from Client's such unauthorized use. Client acknowledges that inventions, works, products, software, copyrights, patents, derivative works, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, moral rights, publicity rights, and privacy rights and any other materials which were created, conceived, or reduced to practice prior to or independently of this Agreement by GHD, and trade secrets, know how, methodology, and processes of GHD whether or not related to the Scope of Work (hereinafter the "Background IP") shall remain the property of GHD. To the extent that any Background IP is incorporated into the Work Product and on the condition that Client has fully paid GHD for the Work Product, GHD hereby grants Client a limited, nonexclusive, nontransferable, perpetual, irrevocable, royalty-free, paid-up, license to utilize the Background IP solely with respect to the purpose contemplated by the Scope of Work.

12. Termination.

- (a) Client will have the right to terminate this Agreement at any time with or without cause provided that GHD is provided thirty (30) calendar days advance written notice of the termination. Client shall pay GHD for all services performed and expenses incurred prior to the effective date of termination.
- (b) GHD may terminate its obligations pursuant to this Agreement under the following circumstances: (i) In the event of a breach or default of any obligation by Client, except non-payment of disputed amounts, or as otherwise provided for in this Agreement; (ii) If GHD is unable, for any reason beyond its control, including, without limitation, a Force Majeure event, to perform its obligations pursuant to this Agreement in a safe, lawful, or professional manner; or (iii) In the event Client (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency or (iv) makes an assignment for the benefit of creditors.
- (c) If either circumstance described in Section 12(b)(i) or 12(b)(ii) above occurs, GHD shall notify Client of pertinent conditions and recommend appropriate action. If within 30 calendar days of such notice the circumstances described in Section 12(b)(i) or 12(b)(ii) above have not been remedied or cured, GHD may terminate this Agreement hereunder. In the event of termination, GHD shall be paid for services performed prior to the effective date of termination plus reasonable termination expenses.

13. Dispute resolution. Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the Parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. If any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. The Parties shall have forty-five (45) business days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system in the courts of general jurisdiction where the project site is located. WHERE APPLICABLE, IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY. For the avoidance of doubt, GHD's statutory or other right, if any, to file a lien for Client's nonpayment will not be conditioned upon or subject to the dispute resolution rules contained in this Section.

14. Records and audit. During the term of this Agreement Client shall have the right, upon reasonable advance notice, to audit records associated with the services performed and the charges invoiced to Client pursuant to

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this Agreement during normal business hours at the place where such records are kept. Client's right to audit shall not extend to proprietary information or the profit margin and composition of GHD's fees, except for that portion of the services priced on a cost reimbursable basis.

15. Force majeure. If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, other than the obligation to pay funds due, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars thereof. Thereupon, the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible, except that this requirement shall not require the settlement of strikes, lockouts, or other labor difficulty. The term "Force Majeure" as used in this Agreement shall mean an Act of God, natural events, labor, civil, or industrial disturbance, pandemic, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions, unavailability of equipment, personnel, or information, and any other cause which is not reasonably within the control of the Party claiming suspension.

16. Notice. Notices pertaining to this Agreement shall be in writing to the respective Party's authorized representative identified in the Scope of Work and deemed to have been duly given if delivered in person, by prepaid overnight express delivery service, or by registered or certified mail with postage prepaid and return receipt requested, or when sent by email and upon the receipt by the sending party of written confirmation by the receiving party, provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation.

17. Miscellaneous.

- (a) **Third party beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
- (b) **Reliance.** GHD's Work Product shall not be relied upon, and Client shall not allow GHD's Work Product to be relied upon, by any third party entity or person without GHD's prior written consent, which shall be granted only if such third party requests and is granted the right to rely prior to the commencement of the services and such third party has (i) executed GHD's standard form reliance agreement and (ii) paid any fees specified in the Scope of Work. Client will indemnify and hold harmless GHD against any claim by, or liability to, a third party arising from reliance on the Work Product in violation of this Section.
- (c) **Waiver.** No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.
- (d) **Successors and assignment.** Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void.
- (e) **Severability and survival.** The Parties agree that, in the event one or more of the provisions of this Agreement or a portion thereof should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including but not limited to those pertaining to indemnification, limitations of liability, and intellectual property, shall survive the termination of this Agreement.
- (f) **Governing law.** This Agreement shall be governed by the laws of the State in which the project site is located.
- (g) **No Construction or adverse inference.** The Parties have been provided an opportunity to negotiate the terms of this Agreement. The terms and conditions contained therein shall not be construed in favor of or against any Party.
- (h) **Language Preference.** It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette Entente et tous les documents s'y rattachant, incluant les avis et les autres communications, soient rédigés et signés en anglais seulement.*
- (i) **Authority to sign.** Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing to every term of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.
- (j) **Entire agreement.** This Agreement, including all attached Exhibits and documents referenced in those

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Exhibits, constitute the complete and final agreement between GHD and Client regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD
GHD Limited

Client



Mike Masschaele, BES LEL
Noise and Vibration Practice Leader

Mark Masse
President and CEO

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