

Genesee County Economic Development Center
Meeting Agenda
 Thursday, May 5, 2022
 Location: Electronically

PAGE #

1.0	Call to Order	4:00 pm
	Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS's Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.	
	Presentation – La Fermiere	4:00 pm
	1.1 Enter Executive Session	4:15 pm
	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.	
	1.2 Enter Public Session	4:50pm
2.0	Chairperson's Report & Activities	4:50pm
	2.1 Upcoming Meetings:	
	Next Scheduled Board Meeting: Thursday, June 2nd at 4 p.m.	
	Audit & Finance Committee Meeting: Tuesday, May 31 st at 8:30 a.m.	
	STAMP Committee Meeting: Wednesday, June 1 st at 8 a.m.	
	Governance & Nominating Committee Meeting: Thursday, June 2 nd at 3:00 p.m.	
	2.2 Agenda Additions / Deletions / Other Business **Vote	
	2.3 Minutes: March 29, 2022 **Vote	
3.0	Report of Management –	4:55pm
	3.1 La Fermiere – Initial Resolution **Vote - C. Suozzi	
	3.2 OATKA Milk – Initial Resolution **Vote – C. Suozzi	
	3.3 Apple Tree Acres, LLC (J. Rental) – Final Resolution **Vote – C. Suozzi	
	3.4 Local Labor Waiver Request for Ellicott Station Project **Vote – M. Masse	
	3.5 State Policy – Authorization to Submit Comment on CLCPA **Vote – J. Krencik	
4.0	Audit & Finance Committee – M. Gray	5:10pm
	4.1 1st Quarter Financial Statements **Vote	
	4.2 Mowing Bids **Vote	
5.0	Governance & Nominating Committee – C. Yunker	5:15pm
	5.1 GGLDC Board Member Appointments **Vote	
	5.2 Officer Appointments **Vote	
	5.3 Authorized to Request Information Regarding Bank Accounts **Vote	
	5.4 Authorized Signers of Agreements, Contracts, etc. **Vote	
	5.5 Authorized Bank Signers **Vote	
	5.6 Pricing Policy Change **Vote	
6.0	STAMP Committee – P. Zeliff	5:25pm
	6.1 Easement Approval **Vote	
	6.2 Revised Land Lease Agreements for STAMP Farming **Vote	
	6.3 NYISO Facilities Study **Vote	
	6.4 Access License Agreement for Plug Power and/or Affiliates for Substation Construction **Vote	
7.0	Employment & Compensation Committee – T. Bender	5:35pm
	7.1 Nothing at this time.	
8.0	Housing Committee – P. Battaglia	5:35pm
	8.1 Nothing at this time.	
9.0	Other Business	5:35pm
	9.1 Nothing at this time.	
10.0	Adjournment	5:35pm

2-7

8-16

17-30

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**GCEDC Board Meeting
Thursday, March 29, 2022
Location: Electronically
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: M. Clattenburg, M. Gray, P. Battaglia, P. Zeliff, T. Bender, C. Yunker
Staff: L. Farrell, M. Masse, S. Hyde, L. Casey, J. Krencik, P. Kennett, C. Suozzi
Guests: D. Cunningham (GGLDC Board Member), T. Felton (GGLDC Board Member), J. Tretter (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), M. Landers (County Manager), R. Gaenzle (Harris Beach)
Absent: C. Kemp

1.0 Call to Order

P. Zeliff called the meeting to order at 4:12 p.m via conference call / video conference.

Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS's Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference.

1.1 Enter Executive Session

M. Gray made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:13 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.

The motion was seconded by P. Battaglia and approved by all members present.

1.2 Enter Public Session

P. Battaglia made a motion to enter back into public session at 4:39 p.m., seconded by C. Yunker and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

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

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

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

Governance & Nominating Committee Meeting: Thursday, May 5th at 3:00 p.m.

2.2 Agenda Additions / Deletions / Other Business –

2.3 Minutes: March 3, 2022.

M. Clattenburg made a motion to accept the minutes from March 3, 2022; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

3.0 Report of Management

3.1 J & R Fancher Properties Holding, LLC – Final Resolution - J&R Fancher Property Holdings, LLC is planning on building a facility at the Buffalo East Technology Park in the town of Pembroke on 3 acres. The facility will total 52,332 sq. ft. of which 45,000 sq.ft. will be a pre-engineered steel warehouse building with 7,332 sq. ft. of office.

The project is investing \$3.25 million and planning on creating 4 FTE's.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$433,243) (standard 60% abatement over 10 years), a sales tax abatement (\$152,000), and a mortgage tax exemption (\$25,000).

A public hearing was held on March 21, 2022. No written or oral comments were received.

See the Statement of Compliance of Project Criteria listed in the Uniform Tax Exemption Policy (UTEP), attached to the minutes for additional Project details and Board approvals.

Resolution No. 03/2022 - 01

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 MARCH 21, 2022, WITH RESPECT TO THE J&R FANCHER PROPERTY HOLDINGS, LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT, AND (C) A 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.

P. Battaglia made a motion to accept Final Resolution #03/2022-01, authorizing incentives as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

3.2 Ken Wendt’s Propane Gas Service, Inc. – Final Resolution – Ken Wendt's Propane has requested that the Board consider increasing the sales tax exemption portion of incentives that was previously approved for their project on October 31, 2019. The GCEDC previously authorized the following incentives: a sales tax exemption valued at \$51,200, a mortgage tax exemption valued at \$9,000 and a property tax abatement valued at \$65,767 with a traditional 60% PILOT schedule.

Due to current market conditions, the cost of materials to build their 9,600 sq. ft. facility depleted funds that would have been used towards a general contractor. The company did much of the work “in-house” to keep their capital expenditure amount as originally budgeted. This authorization would result in an increase in sales tax exemption of \$44,800 (from \$51,200 to \$96,000).

Resolution No. 03/2022 - 02

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) AUTHORIZING AN INCREASE IN THE FINANCIAL ASSISTANCE TO BE PROVIDED BY THE AGENCY TO THE COMPANY, (ii) RATIFYING AND CONFIRMING THE FINDINGS OF THE AGENCY MADE IN THE RESOLUTION PREVIOUSLY ADOPTED BY THE AGENCY ON OCTOBER 31, 2019, AND (iii) IF NECESSARY, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

C. Yunker made a motion to accept Final Resolution #03/2022-02, authorizing an increase in incentives as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

4.3 Public Authorities Annual Report – The Annual Report was included with the Board materials as a separate attachment for review. The Annual Report is being brought forward this year for approval to submit into the PARIS reporting system. L. Farrell learned that some IDAs are doing this. The GCEDC wishes to do the same. L. Farrell also noted that there was a change made since the report was distributed to the Board. There are 78 projects in our portfolio that are reporting for 2021. The net change in employment is found by comparing the FTEs before the project with what is reported for the year. For 2021, there was a net increase in employment of 1,524 jobs, not 1,405 as reported in the Board materials.

C. Yunker made a motion to approve the submission of the Annual Report in the PARIS reporting system with the above-mentioned change; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

4.0 Audit & Finance Committee

4.1 12/31/21 Audit – M. Gray stated that David Brownell of Mostert, Manzanero & Scott, LLP reviewed the audit process with the Audit & Finance Committee during Executive Session. The management letter states that no material weaknesses in internal controls were identified during the audit. It is their opinion that the audited financial statements present fairly, in all material respects, the financial position of the GCEDC as of December 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the 12/31/2021 Audit as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

4.2 GCEDC Website Proposal – The GCEDC has requested proposals from website design and development vendors to develop and implement a new website for the GCEDC. This project would replace the existing GCEDC.com website to better position sales and marketing information, public-facing information about the GCEDC, GCEDC projects and reports, and information about the sites and resources available in Genesee County.

Based on recommendations from partner organizations, including the GCEDC's IT vendor (ECIDA), the GCEDC reached out to 2 vendors with experience in website design for economic development organizations as well as western New York clients with regulatory requirements.

Proposals were received from both vendors. Based on a review of the proposals received, interviews with the vendors, and recommendations from customers of the vendors, the proposal from 360 PSG of Amherst, NY is recommended for approval.

360 PSG has proposed a 1-time budget of \$8,050 for the design of the website, migration of content, creative support, and service time during the design process; and \$975 in annual costs in subsequent years for content management system licensing, website hosting, and related ongoing support. This is within the \$10,000 budgeted amount in the 2022 marketing budget for website design.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the GCEDC Website Proposal with 360 PSG not to exceed \$8,050, plus up to \$975 in additional annual costs as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zeliff

6.1 STAMP Payment for Easement - In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are several easements needed. Based on a compensation model the following payment is needed for Temporary Easement 22:

1. Temporary Easement 22 - \$800

Fund Commitment: \$800 from the \$33 million.

Board Action Request: Approval of payment of \$800 to the holder of the easement number identified above.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the ROW Easement Payments not to exceed \$800 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

7.0 Employment & Compensation – T. Bender

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, C. Yunker made a motion to adjourn at 4:53 p.m., which was seconded by M. Clattenburg and passed unanimously.

MM
4/15/2022

Customer Information

Potential Customer:	La Fermiere, Inc	Opportunity Type:	Attraction
Proj. St. Address:		Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	//Batavia	Type of Project:	Attraction
Proj. Description:	2021 Project Discover 10-15 acres	New Jobs:	68 ✓
Total Capital Investment:	\$25,000,000	Retained Jobs:	
Incentive Amount:	\$1,878,700	School District:	Batavia
Benefited Amount:	\$25,000,000	PILOT Applicable:	

Project Information

Organization:

Opportunity Source:	GRE	Date of Public Hearing:	tbd
Initial Acceptance Date:	5/5/2022 12:00:00 AM	Inducement Date:	

Opportunity Summary:

La Fermiere was founded in Marseille, France in 1952. In 2017, they began a USA market study. In 2018, they launched their product on the east coast while using a NY based co-packer. Their USA market success with major retailers has led the company to purchase 20 acres at Genesee Valley Agri- Business Park in the town of Batavia and construct a 50,000 square foot food processing facility.

The project is planning on investing \$25 million and planning to create 68 FTEs in the first 3 years (and plan to create a total of 135 FTEs by year 5).

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$926,700) using our standard PILOT schedule 60% savings over 10 years, a sales tax abatement (\$912,000), and a mortgage tax exemption (\$40,000).

Economic Impact: Project details: For every \$1 of public benefit the company is investing \$43 into the local economy

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$14,000,000 ✓	Capital Improvements:	\$0
Equipment (non-taxable):	\$5,500,000 ✓	Equipment (Taxable) / Other Proj Investment:	\$3,000,000 ✓
Land Cost (Real Estate):	\$2,500,000 ✓		
Total Capital Investment:	\$25,000,000 ✓		

Estimated Benefits Provided

Sales Tax Exempt:	\$912,000 ✓	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$40,000 ✓	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$926,700 ✓		
Total Estimated Tax Incentives Provided:	\$1,878,700 ✓		
Total Amount Finance:	\$4,000,000 ✓		
Mortgage Amount:	\$4,000,000 ✓	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	
City of Batavia:	\$0	Other Amount:	\$0
Chamber of Commerce:			
Total Amount Finance:	\$4,000,000		

MMH
4/14/22

Genesee County Industrial Development Agency MRB Cost Benefit Calculator



Date: May 5, 2022
Project Title: La Fermiere Inc
Project Location: GV Ag Park, Batavia, NY

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

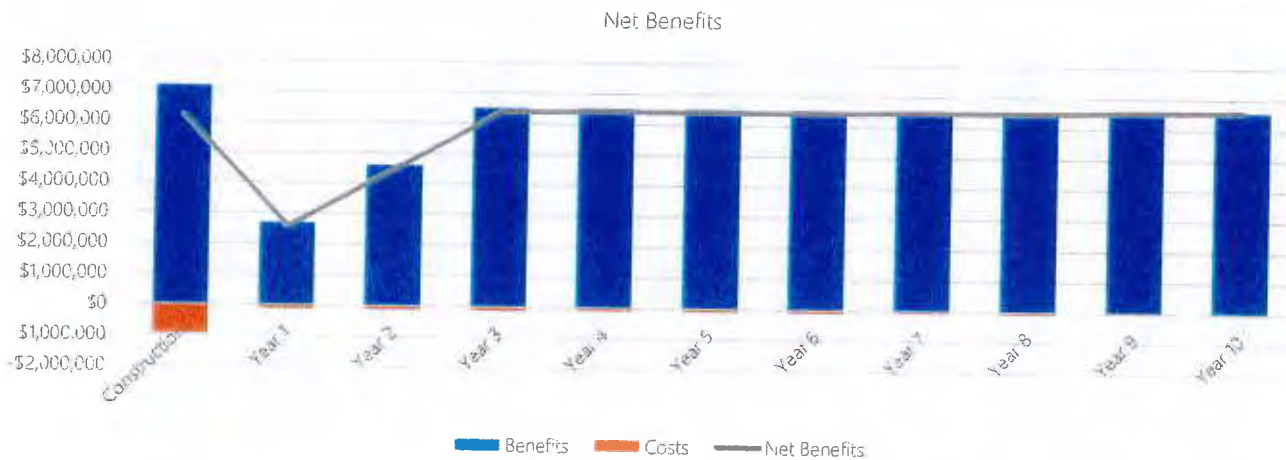
Project Total Investment

\$25,000,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	69	20	89
Earnings	\$5,789,515	\$971,476	\$6,760,991
Local Spend	\$14,000,000	\$3,486,239	\$17,486,239

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	68	109	177
Earnings	\$31,155,000	\$24,506,972	\$55,661,972

Figure 1



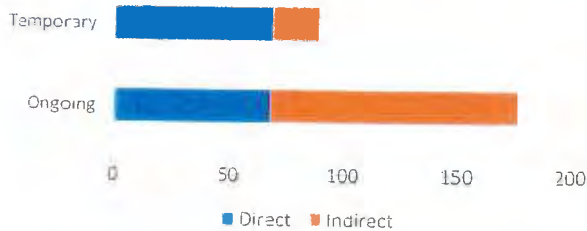
Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3

Total Jobs

Total Earnings



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$926,700 ✓	\$847,392
Sales Tax Exemption	\$912,000 ✓	\$912,000
Local Sales Tax Exemption	\$456,000	\$456,000
State Sales Tax Exemption	\$456,000	\$456,000
Mortgage Recording Tax Exemption	\$40,000 ✓	\$40,000
Local Mortgage Recording Tax Exemption	\$20,000	\$20,000
State Mortgage Recording Tax Exemption	\$20,000	\$20,000
Total Costs	\$1,878,700	\$1,799,392

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$63,594,723	\$57,391,450
To Private Individuals	\$62,422,963	\$56,351,922
Temporary Payroll	\$6,760,991	\$6,760,991
Ongoing Payroll	\$55,661,972	\$49,590,931
Other Payments to Private Individuals	\$0	\$0
To the Public	\$1,171,761	\$1,039,528
Increase in Property Tax Revenue	\$617,800	\$539,969
Temporary Jobs - Sales Tax Revenue	\$47,327	\$47,327
Ongoing Jobs - Sales Tax Revenue	\$389,634	\$347,137
Other Local Municipal Revenue	\$117,000	\$105,096
State Benefits	\$3,245,994	\$2,930,300
To the Public	\$3,245,994	\$2,930,300
Temporary Income Tax Revenue	\$304,245	\$304,245
Ongoing Income Tax Revenue	\$2,504,789	\$2,231,592
Temporary Jobs - Sales Tax Revenue	\$47,327	\$47,327
Ongoing Jobs - Sales Tax Revenue	\$389,634	\$347,137
Total Benefits to State & Region	\$66,840,717	\$60,321,750

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$57,391,450	\$1,323,392	43:1
State	\$2,930,300	\$476,000	6:1
Grand Total	\$60,321,750	\$1,799,392	34:1

*Discounted at 2%

Additional Comments from IDA

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

MAM
4/15/2022



Project Name: La Fermiere LLC

Board Meeting Date: May 5, 2022

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

PROJECT DESCRIPTION:

La Fermiere was founded in Marseille, France in 1952. In 2017, they began a USA market study. In 2018, they launched their product on the east coast while using a NY based co-packer. Their USA market success with major retailers has led the company to purchase 20 acres at Genesee Valley Agri Business Park in the town of Batavia and construct a 50,000 square foot food processing facility.

The project is planning on investing \$25 million and planning to create 68 FTEs in the first 3 years (and plan to create a total of 135 FTEs by year 5).

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$926,700) using our standard PILOT schedule 60% savings over 10 years, a sales tax abatement (\$912,000), and a mortgage tax exemption (\$40,000).

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

Project details: The project will create 68 FTE’s direct jobs with an average of salary of \$50,250+ 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 \$25,000,000 and build a 50,000 sq. ft. facility.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

The Fiscal impacts (discounted value) on Local Benefits totals approximately \$57.4 million (\$56.4 million direct and indirect payroll and over \$1 million to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$43 into the local economy

Board Discussion

Board Concurrence: YES NO If no, state justification:

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

Project details: The project is strategic in the Food Processing industry

Board Discussion:

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

Project details: The project is planning to begin construction Fall of 2022 and be operational in 2024.

Board Discussion

Board Concurrence: YES NO If no, state justification:

4/14/22

INITIAL RESOLUTION

(La Fermiere Inc. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, May 5, 2022.

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

Resolution No. 05/2022 - _____

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

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

WHEREAS, **LA FERMIERE INC.**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at North Ag Park Drive, Town of Batavia, Genesee County, New York (the "Land", being more particularly identified as tax parcel No. 13.-1-170.11); (ii) the planning, design, construction and operation of an approximately 50,000 square-foot dairy manufacturing facility, along with utility and onsite improvements, parking lots, loading docks, access and egress improvements, signage, curbage, sidewalks, landscaping and stormwater improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

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

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

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

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

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

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

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

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

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION
(La Fermiere Inc. Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on May 5, 2022, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2022.

Secretary

MM
4/20/22

Customer Information

Potential Customer: OATKA Milk Products LLC Opportunity Type: Expansion
 Proj. St. Address: 4815 Ellicott Street Opportunity Product: Property & Sales Taxes Only
 City/Town/Village: Town of Batavia//Batavia Type of Project: Expansion ✓
 Proj. Description: 2022 OATKA Project MaCC 3200 sf New Jobs: 2 ✓
 Total Capital Investment: \$3,100,000 Retained Jobs: ✓
 Incentive Amount: \$208,109 School District: Batavia
 Benefited Amount: \$3,100,000 PILOT Applicable: Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

Project Information

Organization: GCEDC
 Opportunity Source: Direct/Personal Contact Date of Public Hearing: TBD
 Initial Acceptance Date: 5/5/2022 Inducement Date:
 Opportunity Summary: O-AT-KA Milk Products LLC plans to build a 3,200 square foot addition to its existing facility in the town of Batavia.
 The \$3.1 million expansion will house 2 new 18,000 gallon tanks and a dilution tank to increase capacities for cream based liquor beverages, and allow for future expansion.
 The project is anticipated to add 2 new jobs.
 The project has requested \$208,109 in financial support, including \$148,800 in sales tax exemptions and \$59,309 in property tax abatements in property tax abatements using our standard PILOT schedule 60% over 10 years.
 Economic Impact: The fiscal impacts on the local benefits are estimated at approximately \$3.5 million (\$3.4 million direct and indirect payroll, and over \$65,203 to the public in tax revenues). For every \$1 of public benefits requested, this project is generating \$27 into the local economy.

Project Detail (Total Capital Investment)

Building Cost (Construction): \$3,100,000 ✓ Capital Improvements: \$0
 Equipment (non-taxable): \$0 Equipment (Taxable) / Other Proj Investment: \$0
 Land Cost (Real Estate): \$0
 Total Capital Investment: \$3,100,000

Estimated Benefits Provided

Sales Tax Exempt: \$148,800 ✓ Tax Exempt Bond: \$0
 Mortgage Tax Exempt: \$0 Land Sale Subsidy: \$0
 Property Tax Exempt: \$59,309 ✓
 Total Estimated Tax Incentives Provided: \$208,109

may 2022

Genesee County Industrial Development Agency

MRB Cost Benefit Calculator



Date: May 5, 2022
 Project Title: OATKA Milk Products, LLC
 Project Location: Batavia, NY

Economic Impacts

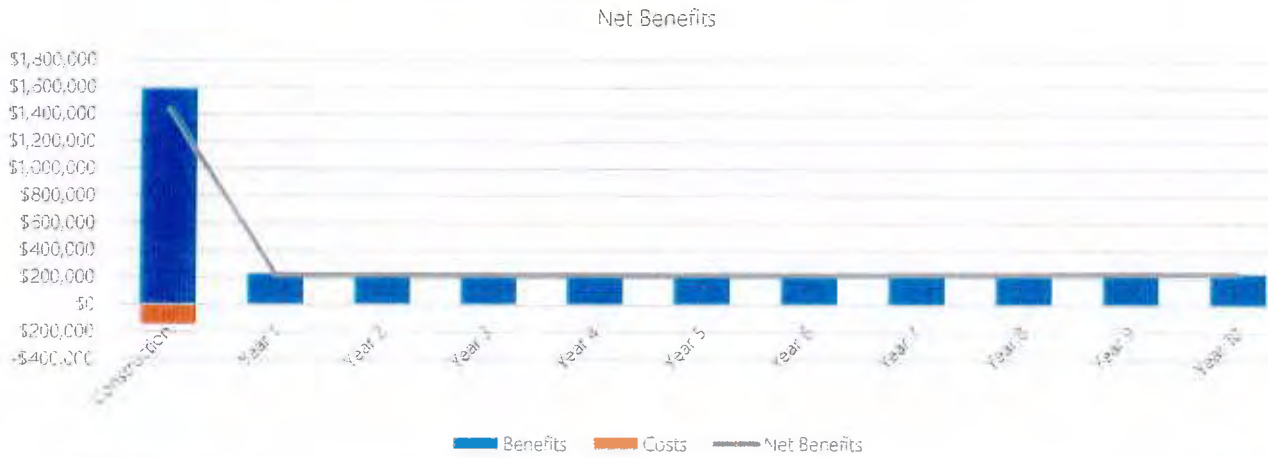
Summary of Economic Impacts over the Life of the PILOT

Project Total Investment
 \$3,100,000

	Temporary (Construction)		
	Direct	Indirect	Total
Jobs	15	4	20
Earnings	\$1,281,964	\$215,113	\$1,497,077
Local Spend	\$3,100,000	\$771,953	\$3,871,953

	Ongoing (Operations)		
	Direct	Indirect	Total
Jobs	2	5	7
Earnings	\$832,000	\$1,305,359	\$2,137,359

Figure 1



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

Figure 2

Total Jobs

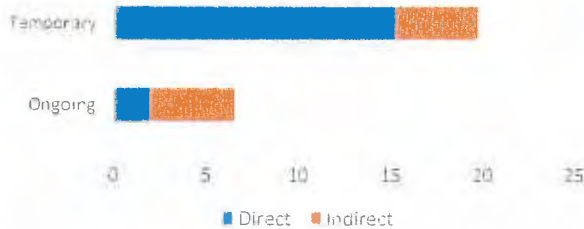
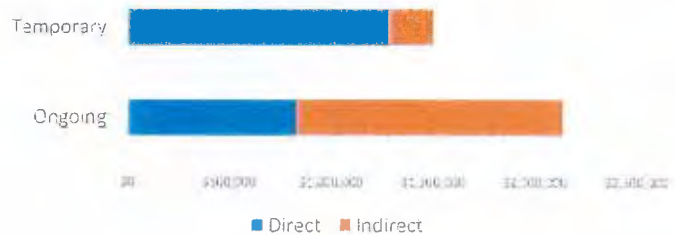


Figure 3

Total Earnings



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$59,309 ✓	\$54,233
Sales Tax Exemption	\$148,800 ✓	\$148,800
Local Sales Tax Exemption	\$74,400	\$74,400
State Sales Tax Exemption	\$74,400	\$74,400
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
Total Costs	\$208,109	\$203,033

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$3,706,904	\$3,482,181
To Private Individuals	\$3,634,436	\$3,416,978
Temporary Payroll	\$1,497,077	\$1,497,077
Ongoing Payroll	\$2,137,359	\$1,919,901
Other Payments to Private Individuals	\$0	\$0
To the Public	\$72,468	\$65,203
Increase in Property Tax Revenue	\$39,539	\$34,558
Temporary Jobs - Sales Tax Revenue	\$10,480	\$10,480
Ongoing Jobs - Sales Tax Revenue	\$14,962	\$13,439
Other Local Municipal Revenue	\$7,488	\$6,726
State Benefits	\$188,991	\$177,683
To the Public	\$188,991	\$177,683
Temporary Income Tax Revenue	\$67,368	\$67,368
Ongoing Income Tax Revenue	\$96,181	\$86,396
Temporary Jobs - Sales Tax Revenue	\$10,480	\$10,480
Ongoing Jobs - Sales Tax Revenue	\$14,962	\$13,439
Total Benefits to State & Region	\$3,895,895	\$3,659,863

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$3,482,181	\$128,633	27:1
State	\$177,683	\$74,400	2:1
Grand Total	\$3,659,863	\$203,033	18:1

*Discounted at 2%

Additional Comments from IDA

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

man
4/26/22

MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date:
 Project Title:
 Project Location:

Construction Phase - Project Assumptions

Project Costs

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

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$3,100,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$3,100,000

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

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

Year 1 - Enter NAICS

NAICS	Count	Per Job Annual Earnings	Total Earnings
Dry, Condensed, and Evaporated Dairy Prod	2	\$41,600	\$83,200
0			\$0
0			\$0
0			\$0
0			\$0
0			\$0
Total	2		\$83,200

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings
Dry, Condensed, and Evaporated Dairy Prod	2	\$41,600	\$83,200
0			\$0
0			\$0
0			\$0
0			\$0
0			\$0
Total	2		\$83,200

Year 3+ (Full Employment)

NAICS	Count	Per Job Annual Earnings	Total Earnings
Dry, Condensed, and Evaporated Dairy Prod	2	\$41,600	\$83,200
0			\$0
0			\$0
0			\$0
0			\$0
0			\$0
Total	2		\$83,200

Fiscal Impact Assumptions

Estimated Costs of Incentives

Sales Tax Exemption	%	Value	
Local Sales Tax Rate	4.00%	\$148,800 ✓	PILDT Term (Years): <input type="text" value="10"/>
State Sales Tax Rate	4.00%	\$74,400	Escalation Factor: <input type="text" value="0%"/>
Mortgage Recording Tax Exemption		\$0	Discount Factor: <input type="text" value="2%"/>
Local	0.50%	\$0	
State	0.50%	\$0	
Total Costs		\$208,100	<small>Assumes PILDT exemption incorporated below</small>



Client Company Investment Project Financial Assistance PROPOSAL

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

New
4/15/2022

Project Profile:		Oatka 2022	Date: 4/15/22
Company:		building cost	non-mfg equipment
Project Description:		\$ 3,100,000	\$ 3,100,000
Project Cost		\$ 1,860,000	\$ 3,200
Project Cost subject to Sales Tax		\$ 320,000	sq ft
Project Cost to be Financed via Mortgage		\$ 3,100,000	Assessed \$/sq.ft.
Estimated Assessed value of Real Property/Building upon completion*		\$ 1,860,000	60% bldg cost + non mfg equipt
Jobs Created: next 3 years			
Jobs Retained: next 3 years			

	1 Year View	3 Year View	Project Lifetime
Applicable GCEDC Products:			
Financial Assistance: Cost Reduction Through Tax Savings:			
Sale/Leaseback (SLB):			
Sales Tax Exemption (Savings):	8.00%	148,800 \$	148,800 \$
Mortgage Tax Exemption (Savings):	1.00%	-	-
Real Property Tax Abatement (PILOT):	40%	-	-
Average Abatement (savings %) over project life	10		40%
PILOT Term in years	\$30.89	9,885 \$	29,654 \$
Gross Property Tax Costs			60%
Payment Schedule (% Real Property Taxes Paid)			
Net Required Property Tax payments per PILOT	\$ 9,885	\$ 29,654	\$ 59,309
PILOT Real Property Tax Savings (Next taxable year)	\$ 158,685	\$ 178,454	\$ 208,109
Total Tax Savings via Sale/Leaseback (SLB):			
Financing: Cost Reduction via low cost financing (below prime rate):			
Revolving Loan Fund (RLF):	\$ Financed	Term in mo	RLF APR
Loan Factors:			Prime + 1%
Interest Rate Savings:	\$ -	\$ -	\$ -
Gross Cost Savings via GCEDC programs:	\$ 158,685	\$ 178,454	\$ 208,109
Participation Fees (Costs):			
GCEDC Application Fee (non-refundable):	\$ 250		
GCEDC Project Fee (% Total Project Cost):	1.25%	\$ 38,750	
Legal Fees: SLB (Contract Development, Documentation, Filing fees):	\$ 30,500		
Legal Fees: RLF (Contract Development, Documentation, Filing fees):	\$ 69,500		
Total Participation Fees:			
Summary:			
Total Costs Savings / Benefits via GCEDC programs(after participation f	\$ 89,185	\$ 108,954	\$ 138,609
Total Benefits as % Total Project Cost	3%	4%	4%
Return on Investment (ROI) = Net Savings / Participation Fees:	128%	157%	199%
		National Grid	Total Savings
		\$ 100,000	\$ 238,609

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

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

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

PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!

		Gross Property Tax Per Year \$ 9,885		Municipalities		\$2.34
Year of Exemption	% of Paid Taxes	Net Savings	Tax to be Paid	Total	To be paid 100%	Fire District fee
1	20%	\$7,908	\$ 1,977	\$9,885	\$	749
2	20%	\$7,908	\$ 1,977	\$9,885	\$	749
3	20%	\$7,908	\$ 1,977	\$9,885	\$	749
4	30%	\$6,919	\$ 2,965	\$9,885	\$	749
5	30%	\$6,919	\$ 2,965	\$9,885	\$	749
6	30%	\$6,919	\$ 2,965	\$9,885	\$	749
7	50%	\$4,942	\$ 4,942	\$9,885	\$	749
8	50%	\$4,942	\$ 4,942	\$9,885	\$	749
9	70%	\$2,965	\$ 6,919	\$9,885	\$	749
10	80%	\$1,977	\$ 7,908	\$9,885	\$	749
Total	40%	\$59,309	\$39,539	\$98,848	\$	7,488

MOM
4/2/2022



Project Name: OATKA Milk Products

Board Meeting Date: May 5, 2022

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

PROJECT DESCRIPTION:

O-AT-KA Milk Products LLC plans to build a 3,200 square foot addition to its existing facility in the town of Batavia.

The \$3.1 million expansion will house 2 new 18,000 gallon tanks and a dilution tank to increase capacities for cream based liquor beverages, and allow for future expansion.

The project is anticipated to add 2 new jobs.

The project has requested \$208,109 in financial support, including \$148,800 in sales tax exemptions and \$59,309 in property tax abatements using our standard PILOT schedule 60% over 10 years.

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

Project details: The project will create 2 FTE's direct jobs with an average of salary of \$41,600+ 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 \$3,100,000 and construct a 3,200 sq. ft. addition to their facility.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

The Fiscal impacts (discounted value) on Local Benefits totals approximately \$3.5 million (\$3.4 million direct and indirect payroll and over \$65,203 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$27 into the local economy

Board Discussion

Board Concurrence: YES NO If no, state justification:

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

Project details: The project is strategic in the Food Processing industry

Board Discussion:

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

Project details: The project is planning to begin construction 2nd quarter of 2022 and be operational by the end of 2022.

Board Discussion

Board Concurrence: YES NO If no, state justification:

May
4/21/22

INITIAL RESOLUTION
(O-AT-KA Milk Products Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, May 5, 2022.

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

Resolution No. 05/2022 - _____

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

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

WHEREAS, **O-AT-KA MILK PRODUCTS, 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 certain property located at Ellicott Street Road, Town of Batavia, Genesee County, New York (the "Land", being more particularly identified as tax parcel No. 13.-1-96.1) and the existing improvements located thereon consisting of an approximately 731,502 square foot beverage manufacturing and distribution facility; (ii) the addition of an approximately 3,200 square foot addition to the Existing Improvements to house two (2) 18,000 gallon tanks and dilution tank (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

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

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

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

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

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

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

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

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

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION

(O-AT-KA Milk Products, 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 May 5, 2022, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2022.

Secretary

*MAN
4/15/22*

Customer Information

Potential Customer:	Appletree Acres, LLC	Opportunity Type:	Expansion
Proj. St. Address:	7005 Apple Tree Avenue	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Town of Bergen//Bergen	Type of Project:	Expansion
Proj. Description:	J Rental Phase II	New Jobs:	3 ✓
Total Capital Investment:	\$3,150,000	Retained Jobs:	4 ✓
Incentive Amount:	\$490,225	School District:	Byron- Bergen
Benefited Amount:	\$3,150,000	PILOT Applicable:	

Project Information

Organization:	GCEDC
Opportunity Source:	Date of Public Hearing:
Initial Acceptance Date:	January 13, 2022
Inducement Date:	

Opportunity Summary: Apple Tree Acres, LLC is building a 50,000 sq. ft. stand-alone facility on its property at Apple Tree Acres, in town of Bergen.

The project is investing \$3.15 million and is pledging to create 3 FTEs with an average salary range of \$30,000-\$35,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$355,425) using our standard PILOT schedule 60% savings over 10 years, a sales tax abatement (\$109,600), and a mortgage tax exemption (\$25,200).

Economic Impact: For every \$1 of public benefit the company is investing \$7 into the local economy

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$2,200,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$500,000	Equipment (Taxable) / Other Proj Investment:	\$50,000 ✓
Land Cost (Real Estate):	\$400,000		
Total Capital Investment:	\$3,150,000 ✓		

Estimated Benefits Provided

Sales Tax Exempt:	\$109,600	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$25,200	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$355,425		
Total Estimated Tax Incentives Provided:	\$490,225 ✓		

MM
4/15/202

Genesee County Industrial Development Agency MRB Cost Benefit Calculator



Date: January 4, 2022
Project Title: J Rental - Apple Tree Acres, LLC
Project Location: Bergen, NY

Economic Impacts

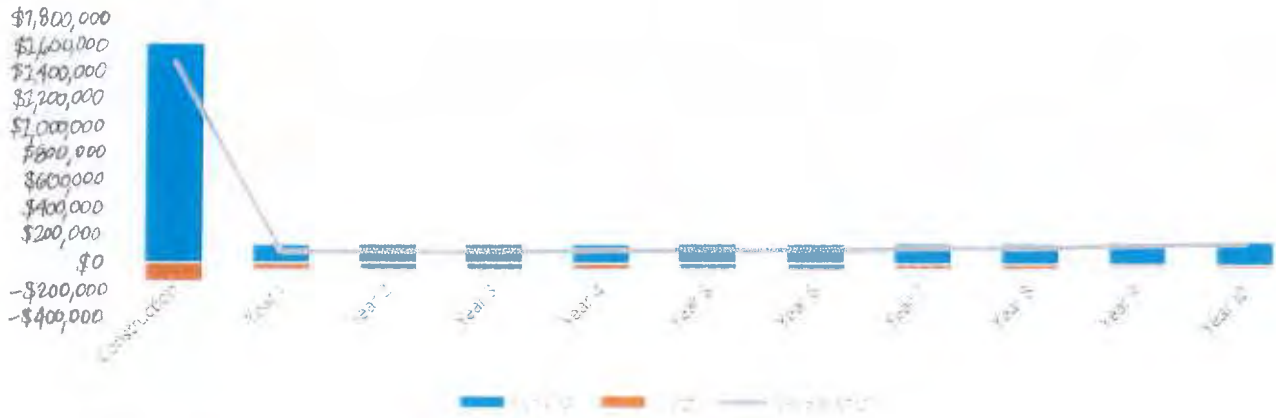
Summary of Economic Impacts over the Life of the PILOT

Project Total Investment
\$3,150,000

	Temporary (Construction)		
	Direct	Indirect	Total
Jobs	15	5	20
Earnings	\$1,302,641	\$218,582	\$1,521,223
Local Spend	\$3,150,000	\$784,404	\$3,934,404

	Ongoing Operations Aggregate over life of the PILOT		
	Direct	Indirect	Total
Jobs	3	1	4
Earnings	\$900,000	\$207,525	\$1,107,525

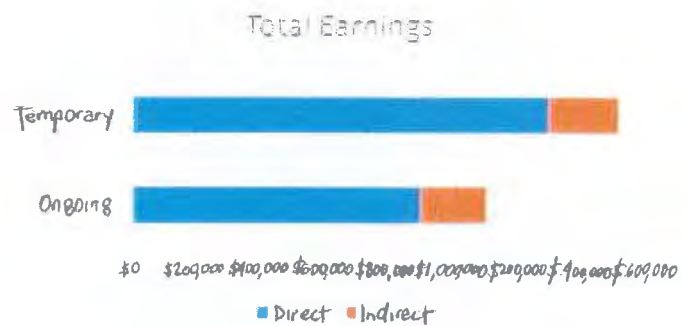
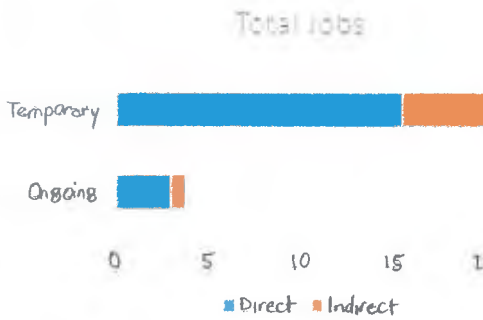
Figure 1



Note: Benefits chart will always display construction through year 10, irrespective of the length of the PILOT

Figure 2

Figure 3



Fiscal Impacts



Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$355,425 ✓	\$325,007
Sales Tax Exemption	\$109,600 ✓	\$109,600
Local Sales Tax Exemption	\$54,800	\$54,800
State Sales Tax Exemption	\$54,800	\$54,800
Mortgage Recording Tax Exemption	\$25,200 ✓	\$25,200
Local Mortgage Recording Tax Exemption	\$12,600	\$12,600
State Mortgage Recording Tax Exemption	\$12,600	\$12,600
Total Costs	\$490,225	\$459,807

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$2,905,799	\$2,760,270 ✓
To Private Individuals	<u>\$2,628,748</u>	<u>\$2,516,067 ✓</u>
Temporary Payroll	\$1,521,223	\$1,521,223
Ongoing Payroll	\$1,107,525	\$994,844
Other Payments to Private Individuals	\$0	\$0
To the Public	<u>\$277,051</u>	<u>\$244,203</u>
Increase in Property Tax Revenue	\$236,950	\$207,099
Temporary Jobs - Sales Tax Revenue	\$10,649	\$10,649
Ongoing Jobs - Sales Tax Revenue	\$7,753	\$6,964
Other Local Municipal Revenue	\$21,700	\$19,492
State Benefits	\$136,695	\$130,835
To the Public	<u>\$136,695</u>	<u>\$130,835</u>
Temporary Income Tax Revenue	\$68,455	\$68,455
Ongoing Income Tax Revenue	\$49,839	\$44,768
Temporary Jobs - Sales Tax Revenue	\$10,649	\$10,649
Ongoing Jobs - Sales Tax Revenue	\$7,753	\$6,964
Total Benefits to State & Region	\$3,042,494	\$2,891,105

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$2,760,270	\$392,407	7:1
State	\$130,835	\$67,400	2:1
Grand Total	\$2,891,105	\$459,807	6:1

*Discounted at 2%

Additional Comments from IDA

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

MSJ
4/15/2022



Project Name: Apple Tree Acres, LLC – Phase II (J Rentals)

Board Meeting Date: January 13, 2022

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

PROJECT DESCRIPTION:

Apple Tree Acres, LLC is building a 50,000 sq. ft. stand-alone facility on its property at Apple Tree Acres, in town of Bergen.

The project is investing \$3.15 million and is pledging to create 3 FTEs with an average salary range of \$30,000-\$35,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$355,425) using our standard PILOT schedule 60% savings over 10 years, a sales tax abatement (\$109,600), and a mortgage tax exemption (\$25,200).

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

Project details: The project will create 3 FTEs with an average salary range \$30,000-\$35,000 annually + 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 \$3,150,000 and build a 50,000-sf facility.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

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

The Fiscal impacts (discounted value) on Local Benefits totals \$2.8 million (\$2.52 million in total direct & indirect payroll and \$244,203 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$7 into the local economy

Board Discussion

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

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

Project details: The project is planning to begin construction in Spring of 2022 and be operational in 2023.

Board Discussion

Board Concurrence: YES NO If no, state justification:

MAM
4/14/2022

FINAL RESOLUTION
(Appletree Acres LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, May 5, 2022.

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

Resolution No. 05/2022 - _____

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 FEBRUARY 2, 2022, WITH RESPECT TO THE APPLETREE ACRES 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, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A 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 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, **APPLETREE ACRES 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 certain property located at Buffalo Road, Town of Bergen, Genesee County, New York (the "Land", being more particularly identified as tax parcel No. 13.-1-59.221) and the existing improvements located thereon, consisting principally of the existing approximately 60,000 square-foot building (the "Existing

Improvements"); (ii) the planning, design, construction and operation of an approximately 50,000 square-foot building to be utilized as a warehouse and storage facility (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, it is contemplated that the Agency will (i) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (ii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents with the Company, (iii) take or 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 mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance"); and

WHEREAS, on January 13, 2022, 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, February 2, 2022, at 3:00 p.m., the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. (A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing are attached hereto as Exhibit A); and

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

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

WHEREAS, the Project Agreement, the Lease Agreement, the Leaseback Agreement, the Tax Agreement and related documents will be negotiated and presented to the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations 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, 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 Bergen 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"). The Board issued a Negative Declaration on March 31, 2022 (the "Negative Declaration"), determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Short 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**.

Section 2. The Public Hearing held by the Agency on Wednesday, February 2, 2022, at 3:00 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 mortgage recording tax exemption as authorized by 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 **\$1,370,000**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$109,600**. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

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

Section 6. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, reconstruct, renovate and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings

and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; *provided, however*, the Project Agreement shall expire on **December 31, 2024** (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, Vice Chair and/or Senior Vice President of Operations 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, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record the Mortgage securing an aggregate principal amount not to exceed **\$2,520,000.00**, 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, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. The Agency is hereby authorized to provide the Company with an exemption from mortgage recording taxes as permitted by New York State law in an amount not to exceed Twenty-Five Thousand Two Hundred and 00/100 Dollars (**\$25,200.00**).

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

the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 11. These Resolutions shall take effect immediately upon adoption.

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

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

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION

(Appletree Acres 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 May 5, 2022, 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 _____, 2022.

Secretary

Exhibit A

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

[Attached Hereto]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Wednesday, February 2, 2022, at 3:00 p.m., local time, at Bergen Town Hall, 10 Hunter Street, Bergen, New York 14416, in connection with the following matter:

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

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

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.

The Agency will provide additional access to the public hearing by broadcasting the public hearing in real time online at <https://vimeo.com/667409666>.

Dated: January 21, 2022

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 APPLETREE ACRES, LLC., HELD ON WEDNESDAY, FEBRUARY 2, 2022 3:00 P.M. AT THE BERGEN TOWN HALL, BOARD ROOM, 10 HUNTER STREET, BERGEN, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Jim Krencik, Director of Marketing & Communications – GCEDC
Krista Galdun, Operations Assistant – GCEDC

II. CALL TO ORDER

The public hearing of Appletree Acres, LLC was opened at 3:00 p.m. at Bergen Town Hall, 10 Hunter Street, in the Town of Bergen, 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

Apple Tree Acres, LLC is building a 50,000 sq. ft. stand-alone facility on its property at Apple Tree Acres, in town of Bergen.

The project is investing \$3.15 million and is pledging to create 3 FTEs with an average salary range of \$30,000-\$35,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$355,425) (standard 60% abatement over 10 years), a sales tax abatement (\$109,600), and a mortgage tax exemption (\$25,200).

IV. COMMENTS

J. Krencik began the public hearing by providing a summary of the above-outlined project. He then stated the purpose and guidelines for the public hearing. The purpose of the public hearing is to solicit comments and feedback from the public regarding the proposed incentives on 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

As there were no other comments, the public hearing was closed at 3:10 p.m.

Exhibit B

Negative Declaration of Town of Bergen Planning Board

[Attached Hereto]

**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: New 50,000 SF OFFICE & WAREHOUSE/Manufacturing Facility		
Project Location (describe, and attach a general location map): 7001 Apple Tree Ave Town of Bergen SBL# 13-1-59.22		
Brief Description of Proposed Action (include purpose or need): 1. New 50,000 SF office & warehouse/manufacturing facility for 2-4 tenants 2. Site utility connections for sanitary sewer, domestic and fire sprinkler system combined, electric and Gas (CRGB) 3. Storm Drainage Improvements including retention pond and bio-retention basins. 4. Parking and Pavement Circulation, site lighting & Landscaping		
Name of Applicant/Sponsor: Apple Tree Acres LLC	Telephone: 585-370-5676	E-Mail: jacob@rentrightnow.com
Address: 5885 Transit Rd.		
City/PO: EAST Amherst	State: NY	Zip Code: 14051
Project Contact (if not same as sponsor; give name and title/role): Timothy W. Arlington, PE Apex Consulting Survey & Engineering Services PC	Telephone: 716-439-0188	E-Mail: tarlington@apexconsulting.net
Address: 102 EAST .. Ave		
City/PO: Lockport	State: NY	Zip Code: 14094
Property Owner (if not same as sponsor): Same as sponsor	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

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 Council, 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	Bergen Town Planning Board	12/2021
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	Monroe County Water Authority	12/2021
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSD&L SPDES NOI Permit	2/2022
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 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 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <i>Apple Tree Acres Corporate Park</i>	<input type="checkbox"/> Yes <input checked="" 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): _____ _____ _____	

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?
INT-1 Interchange - Industrial

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? Byram Bergen Central School

b. What police or other public protection forces serve the project site?
Genesee County Sheriff Dept.

c. Which fire protection and emergency medical services serve the project site?
Bergen Fire Dept. Co.

d. What parks serve the project site?
NA

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 / Industrial

b. a. Total acreage of the site of the proposed action? 19.8 acres
 b. Total acreage to be physically disturbed? 8.9 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 19.8 acres

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

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

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: 12 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase I (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: _____

3.3

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

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

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

i. Total number of structures 1
 ii. Dimensions (in feet) of largest proposed structure: 27' height; 100 width; and 500 length
 iii. Approximate extent of building space to be heated or cooled: 50,000 square feet

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

i. Purpose of the impoundment: Storm water Detention
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: Surface Drainage
 iii. If other than water, identify the type of impounded/contained liquids and their source.
 iv. Approximate size of the proposed impoundment. Volume: 1.20 million gallons; surface area: 1.2 acres
 v. Dimensions of the proposed dam or impounding structure: NA height; 600 length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): Earth fill

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): _____

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: _____ 1000 _____ 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: Genesee Co. Water District No. 4
- 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: 750 gallons/day

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

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

- Name of wastewater treatment plant to be used: N Berge Waste Water Plant
- 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

Yes No
 Yes No

• Do existing sewer lines serve the project site?
 • Will a line extension within an existing district be necessary to serve the project?
 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 3.9 acres (impervious surface)
 _____ Square feet or 19.8 acres (parcel size)

ii. Describe types of new point sources. Retention Pond Outlet to New Park Retention Pond Constructed 2020

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)?
Site Stormwater Management - Bioretention Basin (1) and Large Retention Pond

• 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)

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: 50 KVA max. demand
for 260 days per year

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; Village of Bergen Municipal

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

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

i. During Construction:

- Monday - Friday: 8 AM - 5 PM
- Saturday: 8 AM - 5 PM
- Sunday: NA
- Holidays: NA

ii. During Operations:

- Monday - Friday: 8 AM - 5 PM
- Saturday: 8 AM - 5 PM
- Sunday: NA
- Holidays: NA

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:
LED Parking / Circulation Lighting, 25' H, Downlighting on site
100' from building, offsite over 500'

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: 20 tons per month (unit of time)
- Operation: 10 tons per month (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: Dumpster - Picked up by Waste Management
- Operation: Dumpster - Picked up by Waste Management

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 Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	4.1	8.0	+3.9
• Forested	0	0	
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	11.6	2.7	-8.9
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	1.2	+1.2
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Landscape</u>	4.1	7.9	+3.8

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

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

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

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

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

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

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? 8' 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: _____ %
_____ %
_____ %

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

e. Drainage status of project site soils: Well Drained: 0 % of site
 Moderately Well Drained: 95 % of site
 Poorly Drained: 5 % 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 _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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: _____

m. Identify the predominant wildlife species that occupy or use the project site: N/A

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: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? Yes No

If Yes:
 i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District
 ii. Name: _____
 iii. Brief description of attributes on which listing is based: _____

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

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

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

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

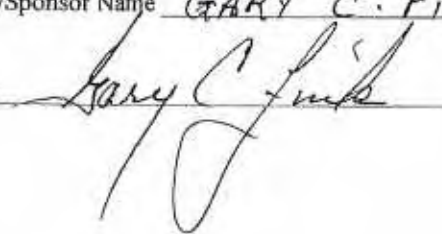
F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name GARY C. FINK Date 11/08/2021
 Signature  Title CHAIRMAN BERGEN TOWN PLANNING

PRINT FORM

Mark Masse
GCEDC Board Meeting
May 5, 2022

Local Labor Waiver Request – Ellicott Station project

Ellicott Station is currently constructing its housing project in the City of Batavia. Since the project is in excess of \$5 million in construction costs, it is subject to our Local Labor Policy. In connection with the Local Labor Policy there is a waiver request process that can be made for certain contractors that do not have to be local. The situations that would allow a company to request a waiver are as follows:

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

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

The consultant hired by the GCEDC to oversee the compliance with the Local Labor Policy, Loewke Brill Consulting Group, has reviewed the requested and recommended approval. The request is attached and Loewke Brill Consulting Group will attend the meeting to answer any questions that the Board may have.

Fund Commitment – None.

Board Action Request – Recommend approval of the attached Local Labor Waiver Request.



Genesee County Industrial Development Agency

Local Labor

Verified Exemption Request

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

APPLICANT NAME: General Contractor - Savarino Companies, LLC

CONTACT: Zulal Cebeci

PHONE (CELL) (716)480-2708 EMAIL zulalc@savarinocompanies.com

REASON FOR REQUEST

1) Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers. – EXPLAIN

2) Specialized construction in which a local contractor is not available – EXPLAIN

3) Significant cost differentials in bids; whereby use of local labor significantly increases the cost of the project. EXPLAIN (PROVIDE COPIES OF ALL BIDS)

4) No local labor available for the project – EXPLAIN

Applicant Signature: Zulal Cebeci Date: 3/13/2022

Amount of Contract Needing Verified Exemption: \$63,000.00

Number of Workers Needing Verified Exemption(s): 3-4 workers for 4 weeks

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

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LOEWKE BRILL CONSULTING GROUP, INC

April 13th, 2022

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

Project: Ellicott Station – Requests for Verified Exemptions
Specialized Construction: Floor leveling services

Truax-Hovey is being hired to perform floor leveling services using a product called “gypcrete”.

Background:

Truax & Hovey is based out of Onondaga county and one of the few companies in western/central New York that installs the gypcrete product. The other common name when it comes to gypcrete is Henderson-Johnson, also out of Onondaga county. Truax & Hovey had a better price, and thus were chosen to perform the work. Loewke Brill consulted with members of local trade unions, including Arthur Miller, a field representative for Bricklayers & Allied Craftworkers local 3. Mr. Miller suggested we try contacting Tiede-Zoeller Tile Corp based out of Cheektowaga, as they have previously performed floor leveling using gypcrete. We had the project managers from Ellicott Station make contact with Tiede-Zoeller, but they no longer perform gypcrete floor leveling work.

Loewke Brill considers this waiver request to be valid based on the specialty nature of the product, and recommends the waiver to be processed.

Sincerely,

Kevin E Loewke

491 Elmgrove Rd, Ste 2, Rochester, NY 14606

member of
nbca
National Bond Claims Association

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

www.loewkebrill.com

ESGR
EMPLOYER SUPPORT OF
THE GUARD AND RESERVE

3.4

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HENDERSON | JOHNSON

Where great buildings come together.

Est. 1927

April 29, 2021

Savarino Companies
500 Seneca St., Suite 508
Buffalo, NY 14204

ATTN: Joe Cohen

RE: Ellicott Station
Batavia, NY

Dear Mr. Cohen:

We propose to furnish all necessary labor, materials, supplies, and equipment to install a cementitious floor underlayment on the above referenced project for the sum of:

SEVENTY SIX THOUSAND FOUR HUNDRED DOLLARS (\$76,400.00)

Our proposal is based on the following conditions:

Total pour area to include the 2nd, 3rd, 4th, and 5th floors.

Thickness to be ¾" of Maxxon Gyp-Crete 2000 3.2k.

Total pour area to be available on FOUR trips.

Sales tax is not included with this proposal.

Continuous ventilation and adequate heat must be provided to rapidly remove moisture from the area until the underlayment is dry. The general contractor or others must supply mechanical ventilation and heat if necessary. When properly ventilated, a cementitious underlayment will usually attain full strength within five to seven days. Failure to provide adequate heat and ventilation may adversely effect underlayment installation.

All necessary heat, lights, power, water, and sanitary facilities to be furnished by others at no expense to Henderson-Johnson Co., Inc.

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Where great buildings come together.

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All floors to be fine broom cleaned or shop vacuumed to provide a dust and particle free surface suitable for adhesive installation at no expense to Henderson-Johnson Co., Inc.

All existing floors to be structurally sound with warped or loose decking removed or secured by others at no expense to Henderson-Johnson Co., Inc.

All floor and perimeter penetrations to be caulked or patched by others to insure no leakage will occur through the floors at no expense to Henderson-Johnson Co., Inc.

Excess sand from mixing operation is to be left at the job site for disposition by others at no expense to Henderson-Johnson Co., Inc.

Underlayment sealer will be provided as part of this proposal, installation by others.

Dumpster to be available at job site in reasonable proximity to set up location to dispose of empty bags, plastic, and pallets by others at no expense to Henderson-Johnson Co., Inc.


Installation must be completed only by Maxxon licensed and trained crew members in order to maintain product warranties. Cannot meet MBE/WBE goals or required workforce restrictions.

Quotation based on a purchase order or Standard AIA 401 Subcontract form with this proposal as an attachment.

We thank you for the opportunity to quote and look forward to being of service to you on this project.

Regards,

Henderson-Johnson Co., Inc.



Terence R. Whyte



Savarino Companies, LLC
 500 Seneca Street Suite 508
 Buffalo, New York 14204
 P: (716) 332-5959
 F: (716) 332-5968

Project: 2021-005 Ellicott Station Redevelopment
 40-50 Ellicott Street
 Batavia, New York 14020

Submittal #035413 - Residential-1.1 - Product Data 035413 - Residential - Gypsum Cement Underlayment

Revision	1	Submittal Manager	Zulal Cebeci (Savarino Companies, LLC)
Status	Open	Date Created	Sep 14, 2021
Issue Date	Sep 14, 2021	Spec Section	035413 - Residential - Gypsum Cement Underlayment
Responsible Contractor	Truax & Hovey, Ltd	Received From	
Received Date		Submit By	
Final Due Date	Sep 20, 2021	Lead Time	
		Cost Code	
Location		Type	Product Data
Approvers	Emma Eckert (Flynn Battaglia)		
Ball in Court	Emma Eckert (Flynn Battaglia)		
Distribution	Emma Eckert (Flynn Battaglia)		
Description	A. Product Data: For each type of product indicated and sealer.		

Submittal Workflow

Name	Sent Date	Due Date	Returned Date	Response	Attachments
General Information Attachments					
David Eidt	Sep 14, 2021	Sep 10, 2021	Sep 15, 2021	Submitted	035413 - AccuCrete-w Primer Submittal-Sheet Rev 1.pdf (Current)
Emma Eckert	Sep 15, 2021	Sep 20, 2021		Pending	

Flynn Battaglia Architects, PC

- NO EXCEPTIONS TAKEN
- MAKE CORRECTIONS NOTED
- REVISE AND RESUBMIT
- REJECTED

REVIEW IS FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THIS PROJECT. THIS SUBMITTAL HAS BEEN REVIEWED FOR GENERAL COMPLIANCE WITH CONTRACT DOCUMENTS. CONTRACTOR IS RESPONSIBLE FOR QUANTITIES, DIMENSIONS AND COMPLIANCE WITH CONTRACT DOCUMENTS AND FOR INFORMATION THAT PERTAINS TO FABRICATION PROCESSES. CONSTRUCTION TECHNIQUES AND COORDINATION OF THIS WORK WITH ALL TRADES WHICH WILL BE AFFECTED THEREBY. THIS REVIEW IS NULL AND VOID IF SHOP DRAWINGS DEVIATE FROM CONTRACT DOCUMENTS AND DO NOT INDICATE OR NOTE DEVIATIONS.

Emma S Eckert DATE 9/15/21 ⁶⁵

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**SUBMITTAL
SHEET**

AccuCrete®

**The Ultimate in
cementitious floor
underlayment
products**

**Product
Description**

**System
Benefits**

- ✓ Fast setting, quick application, light trade traffic within hours
- ✓ Industry's most workable, versatile, durable and highest compressive strength floor underlayment system
- ✓ Ideal for multi-family wood frame and concrete construction
- ✓ UL Designs for 1 and 2-hour fire rated assemblies
- ✓ Smooth, dense surface
- ✓ Excellent for sound attenuation between floors and units Installed by experienced licensed contractors

AccuCrete® Floor Underlayment Systems are fast applied, quick-setting cementitious underlayments formulated and manufactured by Arcosa Specialty Materials. Designed for a wide variety of applications including wood frame multi-family and light commercial construction, as well as poured in place and precast concrete construction in commercial buildings. These high strength underlayments can be poured after drywall is installed or when needed prior to drywall installation (consult your licensed **AccuCrete®** contractor). **AccuCrete®** is formulated to provide compressive strengths up to 4,000 psi, depending upon the mix design. Consult your local **AccuCrete®** contractor on how to best achieve the compressive strength required for your project.

AccuCrete® Floor Underlayment Systems are batch mixed on the jobsite with sand and water providing a monolithic, smooth, lightweight floor. At a depth of 3/4" a typical **AccuCrete®** underlayment weighs 7.2 lbs. per sq. ft. and has a density of approximately 115 lbs. per cu. ft.

AccuCrete® Floor Underlayment Systems provide a cost effective underlayment for residential, multi-family, and commercial, whether new or renovation type construction. Typical applications are designed to provide a 1 or 2-hour fire rated assembly and significantly improve sound ratings. Enhanced STC and IIC ratings can be achieved when **AccuCrete®** used in conjunction with AccuQuiet® Sound Control Systems.

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SUBMITTAL SHEET

AccuCrete®

Physical Properties

Color	Gray Powder
Flow Properties	Medium Flow w/ Self-Leveling Properties
Water Per Bag	Water Per Bag 4.0 to 6.0 US Gal. per 80 lb. bag
Sand Per Bag	1.4 to 2.1 ft ³ of washed mason or concrete sands meeting AccuCrete® minimum gradation criteria
Strength	(ASTM C472) up to 4,000 psi depending on mix design, sand gradation, water content, and slump size.
Dry Density	110 to 120 lb./ ft ³
Recommended Thickness	3/8" to 3" in a single lift. Minimum 3/4" depth over all wood substrates.
Surface Burning Characteristics	ASTM E84 - Flame spread: 0, Fuel Contribution: 0, Smoke Density: 0
	Fire testing of construction products and materials 119: Pass

Limitations

- ✓ No single application of **AccuCrete®** Floor Underlayment should exceed 3" in depth. Consult your **AccuCrete®** licensed applicators on how to achieve depths greater than 3".
- ✓ Any material poured above a crawl space must be protected by a vapor barrier.
- ✓ After installation of the **AccuCrete®** Floor Underlayment and prior to the resumption of construction, place temporary wood planking over underlayment where heavy wheeled or concrete loads will occur.
- ✓ **AccuCrete®** Floor Underlayment Systems are not designed to be installed on or below grade, except over well-drained structural substrates.
- ✓ The structural floor should be designed to withstand designed loads with a minimum deflection criteria of L/360.
- ✓ Unless otherwise stated, **AccuCrete®** Floor Underlayment systems should not be used as a wearing surface.
- ✓ Unless otherwise stated, **AccuCrete®** Floor Underlayment Systems should not be used for exterior applications or where they will come in prolonged contact with water.
- ✓ **AccuCrete®** Floor Underlayment Systems are only one component of an effective floor-ceiling fire rated and sound rated assembly. Care must be taken in the installation of all construction.

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SPECIALTY MATERIALS

SUBMITTAL SHEET

AccuCrete®

Installation

The building must be fully enclosed, and a minimum temperature of 50°F must be maintained during the installation and for a period of 5 to 7 days after the installation of the AccuCrete® Floor Underlayment System. The subfloor must be fine broom cleaned and free of all contaminants. Prior to pouring the AccuCrete® Floor Underlayment, a Priming System must be used. Adequate ventilation must be provided for a period of 5 to 7 days after installation of the underlayment to ensure drying of the underlayment. For thicker applications, a longer drying time may be necessary. The structural subfloor should be adequate to withstand designed loads with a minimum deflection criteria of L/360. Installations over concrete slabs require the concrete to be properly cured (typically 28 days) prior installation of the AccuCrete® Floor Underlayment. Once the AccuCrete® is fully dry and has passed a dryness test, the application of a surface sealer is recommended prior to the installation of all glue down or thin set finished flooring. All instructions or recommendations by the finished floor goods manufacture supersede this recommendation. Wear a NIOSH approved dust mask and provide ventilation when mixing the product.

UL Designs

G577 G578 G579 G580 G581 G582 J917 J919 J920 J924 J927 J931 J957 J958
 J966 J991 J994 K906 L004 L005 L006 L201 L202 L206 L208 L209 L210 L211 L212
 L501 L502 L503 L504 L505 L506 L507 L508 L509 L510 L511 L512 L513 L514 L515
 L516 L517 L518 L519 L520 L522 L523 L524 L525 L526 L527 L528 L529 L530 L533
 L534 L535 L536 L537 L538 L539 L540 L541 L542 L543 L546 L547 L549 L550 L551
 L552 L555 L556 L558 L560 L562 L563 L570 L573 L574 L576 L583 L585 L590 L592
 L593 L599 M502 M503 M504 M506 M508

More designs may be obtained. Contact us at info@AccuCrete.com

Minimum Compressive Strength: 2500 PSI

Project Name: 50 ELLICOTT STATION, BATAVIA, NEW YORK

Architect: FLYNN/BATTAGLIA

Date: 9 / 15 / 2021

Contractor: TRUAX & HOVEY

Date: 9 / 15 / 2021

Notice: Arcosa Specialty Materials ("ASM") warrants that the AccuCrete® and AccuLevel® products will conform to the written specifications stated by ASM at the time of its shipment by ASM. ASM's liability is limited to replacement of defective material, F.O.B./factory. Customers must promptly notify ASM of any alleged defects. Replacement of defective material will be made only upon ASM's inspection of the material. Because ASM does not install AccuCrete® or AccuLevel®, it cannot be held responsible for the results of any installation. CUSTOMER DISCLAIMS AND ASM MAKES NO WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WAIVES AND ASM SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LAW. NO REPRESENTATIVE OF ASM HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES OF ASM EXCEPT AS STATED HEREIN. IN NO EVENT WILL ASM'S LIABILITY HERUNDER EXCEED THE PURCHASE PRICE OF THE DEFECTIVE MATERIAL.

Submittal Approvals


Revised
06/13/2017

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ACOUSTIC PERFORMANCE

NO SMOKE, NO MIRRORS. Compare the performance with and without AccuQuiet® to see the benefits of specifying a specific product, in a specific construction design, with a specific type of floor covering. Full test reports are available upon request.

ASSEMBLY	AccuCrete. Strength by Design™	AccuQuiet® Sound Control Systems™	FLOOR COVERING	IIC	STC		
<p>OPEN WEB TRUSS</p>  <p>18" deep, 24" O.C., ≤" T&G deck, single layer batt insulation, RC-1, 5/8" ceiling board</p>	None	None	Vinyl	41			
		3/4"	None	Vinyl	44	50	
				Tile	41		
				Wood (Laminate)	49		
			D18	Vinyl	51	59	
				Tile	53		
				Wood (Laminate)	55		
				Vinyl Plank	51		
				D25	Vinyl	50	
					Tile	54	
	Wood (Laminate)	57					
	1"	D18	Vinyl Plank	56	58		
			Vinyl	53			
			Tile	54			
			Wood (Laminate)	59			
		D25	Vinyl Plank	58	57		
			Vinyl	53			
			Tile	55			
			Wood (Laminate)	59			
			Vinyl Plank	58	57		
DX38			Vinyl	55			
	Tile	58					
	Wood (Laminate)	59					
	Vinyl Plank	60	59				

AccuQuiet® LIMITED WARRANTY:

Notice: Arcosa Specialty Materials, LLC ("ASM") warrants that the AccuQuiet® product will conform to the written specifications stated by ASM at the time of its shipment by ASM. ASM's liability is limited to replacement of defective material, F.O.B. factory. Customer must promptly notify ASM of any alleged defects. Replacement of defective material will be made only upon ASM's inspection of the material. Because ASM does not install AccuQuiet®, it cannot be held responsible for the results of any installation. CUSTOMER DISCLAIMS AND ASM MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THIS WARRANTY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WAIVES AND ASM SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LAW. NO REPRESENTATIVE OF ASM HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN. IN NO EVENT WILL ASM'S LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE DEFECTIVE MATERIAL.

ARCOSA
SPECIALTY MATERIALS

1550 Double Drive
Norman, OK 73069 T
oll free: 800-624-5963

SDS available upon request from Arcosa Specialty Materials. AccuCrete®, AccuRadiant®, AccuLevel® and AccuQuiet® are registered trademarks of Arcosa Specialty Materials. www.ArcosaSpecialtyMaterials.com

AccuCrete® Primer/Sealer 8818

AccuCrete® Primer/Sealer 8818 is an acrylic emulsion used as a primer and sealer for the AccuCrete® product line. AccuCrete® Primer/Sealer 8818 is available through our certified AccuCrete® installers throughout the United States and Canada. This product is used as both a bonding agent and also a surface sealer prior to the installation of finished flooring. Depending on the finished flooring AccuCrete® may not need to be sealed.

When to Install:

AccuCrete® Primer/Sealer 8818 when used as a primer/bonding agent is installed over a clean structurally sound subfloor that is free of all contaminants that may inhibit bond. The primer should be applied prior to installation of an AccuCrete®/AccuLevel® underlayment. Open time before the installation of the AccuCrete® underlayment is 12 hours and after 12 hours a light coat of AccuCrete® Primer/Sealer 8818 should be applied to ensure proper bond.

AccuCrete® Primer/Sealer 8818 when used as a sealer is typically installed by the flooring contractor a minimum of 2 to 12 hours prior to the installation of the finished flooring. It is important that the AccuCrete® Primer/Sealer 8818 is dry to the touch with no transfer before beginning the flooring installation. Note: It is always best when possible to wait 12 hours prior to the installation of the finished flooring. In all cases, the floor covering system manufacturer's recommendations supersede these recommendations.

Installation:

When used as a primer/bonding agent, AccuCrete® Primer/Sealer 8818 is mixed at a 3:1 ratio with water and applied at a rate of 300 sq. ft. per gallon. It is applied directly to the clean subfloor using a sprayer, roller, or broom onto the surface. In some cases, multiple coats of primer may be necessary to effectively seal the substrate. When multiple coats are applied, do not allow the initial coat to fully dry prior to application of a second coat. Once the first coat dries, a film will form on the surface that prevents additional coats from penetrating into the surface.

When used as a surface sealer, AccuCrete® Primer/Sealer 8818 is mixed at a 4:1 ratio with water and applied at a rate of 300 sq. ft. per gallon. It is applied directly to the clean gypsum floor using a sprayer, roller, or broom onto the surface. In some cases, multiple coats of sealer may be necessary to effectively seal the AccuCrete® surface. When multiple coats are applied, do not allow the initial coat to fully dry prior to application of a second coat. Once the first coat dries, a film will form on the surface that prevents additional coats from penetrating into the surface. Allow the sealer to fully dry prior to the installation of floor goods. Bond tests performed by the finished flooring contractor are recommended prior to proceeding with full installation of floor goods.

Storage:

AccuCrete® Primer/Sealer 8818 is provided in 55 gallon drums. These should be kept from freezing and stored at room temperature prior to installation. Any unused non-toxic sealer can be discarded in conjunction with local agencies.

LEED/VOC

EQ 4.1 Indoor Air Quality: All bonding primers and surface sealers listed are approved for use in conjunction with AccuCrete® meet VOC critical specified for Sealers and Adhesives in this section. Its VOC Content (g/L) is .628 g/L.

AccuCrete LIMITED WARRANTY:

Notice: Arcosa Specialty Materials warrants that the AccuCrete® and AccuLevel® products will conform to the written specifications stated by Arcosa Specialty Materials at the time of its shipment by Arcosa Specialty Materials. Arcosa Specialty Materials liability is limited to replacement of defective material, F.O.B./factory. Customers must promptly notify Arcosa Specialty Materials of any alleged defects. Replacement of defective material will be made only upon Arcosa Specialty Materials inspection of the material. Because Arcosa Specialty does not install AccuCrete® or AccuLevel®, it cannot be held responsible for the results of any installation. CUSTOMER DISCLAIMS AND Arcosa Specialty MAKES NO WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WAIVES AND Arcosa Specialty Materials SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LAW. NO REPRESENTATIVE OF Arcosa Specialty Materials HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES OF Arcosa Specialty Materials EXCEPT AS STATED HEREIN. IN NO EVENT WILL ASM'S LIABILITY HERUNDER EXCEED THE PURCHASE PRICE OF THE DEFECTIVE MATERIAL.

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1550 Double Drive
Norman, OK 73069 T
oll free: 800-624-5963

www.ArcosaSpecialtyMaterials.com

SAFETY DATA SHEET

FOR INDUSTRIAL USE ONLY

AXILAT(TM) L8818 55G OHP PS03 450LB

Section 1. Product and company identification

GHS product identifier	:	AXILAT(TM) L8818 55G OHP PS03 450LB
MSDS Number	:	300000018436
Product type	:	Adhesive
Material uses	:	Industrial use.
Manufacturer/Supplier/Importer	:	Synthomer USA LLC 200 Railroad Street Roebuck, South Carolina 29376 USA
Contact person	:	sds@synthomer.com
Telephone	:	For additional health and safety or regulatory information, call 1 800 476 4476
Emergency telephone number	:	+1 866 928 0789 +1 215 207 0061

Section 2. Hazards identification

Classification of the substance or mixture	:	Not classified.
<u>GHS label elements</u>		
Signal word	:	No signal word.
Hazard statements	:	No known significant effects or critical hazards.
<u>Precautionary statements</u>		
General	:	Not applicable.
Prevention	:	Not applicable.
Response	:	Not applicable.
Storage	:	Not applicable.
Disposal	:	Not applicable.
Other hazards which do not result in classification	:	None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

There are no ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment, are PBTs, vPvBs or Substances of equivalent concern, or have been assigned a workplace exposure limit and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Get medical attention if irritation occurs.
- Inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if symptoms occur.
- Skin contact : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur.
- Ingestion : Wash out mouth with water. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur.

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments : No specific treatment.
- Protection of first aid personnel : No action shall be taken involving any personal risk or without suitable training.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.
- Unsuitable extinguishing media : None known.
- Specific hazards arising from the chemical : In a fire or if heated, a pressure increase will occur and the container may burst.
- Hazardous thermal decomposition products : No specific data.
- Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment.
- For emergency responders** : If specialised clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
- Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and material for containment and cleaning up

- Small spill** : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.
- Large spill** : Stop leak if without risk. Move containers from spill area. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see section 13 of SDS). Dispose of via a licensed waste disposal contractor. Note: see section 1 of SDS for emergency contact information and section 13 of SDS for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see section 8 of SDS).
- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.
- Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see section 10 of SDS) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept

upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

None.

- Recommended monitoring procedures** : If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment.
- Appropriate engineering controls** : No special ventilation requirements. Good general ventilation should be sufficient to control worker exposure to airborne contaminants. If this product contains ingredients with exposure limits, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure below any recommended or statutory limits.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.
- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Skin protection

- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure

levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

Physical state	:	Liquid
Color	:	White
Odor	:	Acrylate
Odor threshold	:	Not available
pH	:	Not available
Melting point/ Freezing point	:	Not available
Boiling point	:	100 °C (212 °F)
Flash point	:	Greater than 100 °C (212 °F)
Burning time	:	Not available
Burning rate	:	Not available
Evaporation rate	:	Not available
Flammability (solid, gas)	:	Not available
Lower and upper explosive (flammable) limits	:	Lower: Not available Upper: Not available
Vapor pressure	:	Not available
Vapor density	:	Not available
Relative density	:	1.01 - 1.03
Solubility	:	Not available
Solubility in water	:	Dispersible
Partition coefficient: n-octanol/water	:	Not available
Auto-ignition temperature	:	Not available
Decomposition temperature	:	Not available
SADT	:	Not available
Viscosity	:	Dynamic: 30 - 300 mPa·s Kinematic: Not available

Other information

No additional information.

Section 10. Stability and reactivity

Reactivity : Stable under normal conditions.

- Chemical stability : The product is stable.
- Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.
- Conditions to avoid : Strong oxidizer,
- Incompatible materials : No specific data.
- Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Conclusion/Summary : Not available

Irritation/Corrosion

Conclusion/Summary

- Skin : Not available
- eyes : Not available
- Respiratory : Not available

Sensitization

Conclusion/Summary

- Skin : Not available
- Respiratory : Not available

Mutagenicity

Conclusion/Summary : Not available

Carcinogenicity

Conclusion/Summary : Not available

Reproductive toxicity

Conclusion/Summary : Not available

Teratogenicity

Conclusion/Summary : Not available

Specific target organ toxicity (single exposure)

Not available

Specific target organ toxicity (repeated exposure)

Not available

Aspiration hazard

Not available

Information on the likely routes of exposure : Not available

Potential acute health effects

Eye contact : No known significant effects or critical hazards.
Inhalation : No known significant effects or critical hazards.
Skin contact : No known significant effects or critical hazards.
Ingestion : No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.
Inhalation : No specific data.
Skin contact : No specific data.
Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available
Potential delayed effects : Not available

Long term exposure

Potential immediate effects : Not available
Potential delayed effects : Not available

Potential chronic health effects

Conclusion/Summary : Not available
General : No known significant effects or critical hazards.
Carcinogenicity : No known significant effects or critical hazards.
Mutagenicity : No known significant effects or critical hazards.
Teratogenicity : No known significant effects or critical hazards.
Developmental effects : No known significant effects or critical hazards.
Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available

Section 12. Ecological information

Toxicity

3.4

77

Conclusion/Summary : Not available

Persistence/degradability

Conclusion/Summary : Not available

Mobility in soil

Soil/water partition coefficient (KOC) : Not available

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

The data provided in this section is for information only and may not be specific to your package size or mode of transport. You will need to apply the appropriate regulations to properly classify your shipment for transportation.

International transport regulations

Regulatory information	UN/NA number	Proper shipping name	Classes/*PG	Reportable Quantity (RQ)
CFR		Non-regulated		
TDG		Non-regulated		
IMO/IMDG		Non-regulated		
IATA (Cargo)		Non-regulated		

*PG : Packing group

Special precautions for user : Transport within user's premises: always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident

or spillage.

Section 15. Regulatory information

United States

U.S. Federal regulations : **United States - TSCA 12(b) - Chemical export notification:** None required.
United States - TSCA 5(a)2 - Final significant new use rules: Not listed
United States - TSCA 5(a)2 - Proposed significant new use rules: Not listed
United States - TSCA 5(e) - Substances consent order: Not listed
SARA 311/312 Classification - Not applicable.

California Prop. 65: : None required.

United States inventory (TSCA 8b) : All components are listed or exempted.

Canada

WHMIS (Canada) : Not controlled under WHMIS (Canada).

Canadian lists

Canadian NPRI : None required.

CEPA Toxic substances : None required.

International regulations

International lists : **Australia inventory (AICS):** All components are listed or exempted.
Canada inventory: All components are listed or exempted.
Japan inventory: Not determined.
China inventory (IECSC): Not determined.
Korea inventory: All components are listed or exempted.
New Zealand Inventory (NZIoC): Not determined.
Philippines inventory (PICCS): Not determined.
United States inventory (TSCA 8b): All components are listed or exempted.
Taiwan inventory (CSNN): Not determined.

Section 16. Other information

Hazardous Material Information System III (U.S.A.) :

Health	-	1
Flammability		1
Physical hazards		0

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks Although HMIS® ratings are not required on MSDSs under 29 CFR

1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868. The customer is responsible for determining the PPE code for this material.

Full text of abbreviated H statements : Not applicable.

History

Date of printing : 03/21/2017
 Date of issue/Date of revision : 07/01/2016
 Date of previous issue : 07/30/2015
 Version : 1.1
 Prepared by : Product Safety Stewardship
 Key to abbreviations : ATE = Acute Toxicity Estimate
 BCF = Bioconcentration Factor
 GHS = Globally Harmonized System of Classification and Labelling of Chemicals
 IATA = International Air Transport Association
 IBC = Intermediate Bulk Container
 IMDG = International Maritime Dangerous Goods
 LogPow = logarithm of the octanol/water partition coefficient
 MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
 RID = The Regulations concerning the International Carriage of Dangerous Goods by Rail
 UN = United Nations
 References : Not available

Notice to reader

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Subject: FW: Ellicott St-Batavia



Josh Dale <joshd@savarinocompanies.com>
to Zulal Cebeci

You are viewing an attached message. Loewke Brill Consulting Group, Inc. Mail can't verify th

Here is a response from Truax for Kevin Loweke's questions.

From: Melony Marshall <mmarshall@truaxhovey.com>
Sent: Tuesday, March 29, 2022 2:14 PM
To: Josh Dale <joshd@savarinocompanies.com>
Subject: RE: Ellicott St-Batavia

Hello Josh,

I am confirming our scope of work is to provide the Gypsum Cement Underlayment (AccuCrete primer/sealer) and 14-county area of Batavia, NY.

Please let me know if you need anything else.

Thank you,
Melony

Melony Marshall-Ransom
Contract Administrator
Truax & Hovey, Ltd.
PO Box 2700
Liverpool, NY 13089
(315) 652-9033 x 308

From: Josh Dale <joshd@savarinocompanies.com>
Sent: Tuesday, March 29, 2022 11:30 AM
To: Melony Marshall <mmarshall@truaxhovey.com>
Subject: Ellicott St-Batavia

Good morning Melanie,

As per our earlier conversation here is what Loweke-Brill is looking for to apply for an exemption for out of area work

Can you also have the company provide a brief scope of work being performed and confirm they don't have local labor and clarification that the vendor does not have local labor

Please let me know if you need anything else.

Ellicott Station - Exemption Request Form - Truax & Hovey

Zulal Cebeci <zulalc@savarinocompanies.com>

Sun, Apr 10, 2022 at 9:20 PM

To: Kevin Loewke <kevin@loewkebrill.com>

Cc: Josh Dale <joshd@savarinocompanies.com>, Jim Loewke <jim@loewkebrill.com>

Kevin,

I sent a follow up email to Dan on Friday. I called him in the afternoon and he told me he would respond to my email, but haven't heard back yet.

I will reach out to him again on Tuesday unless I receive a response.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

From: Kevin Loewke <kevin@loewkebrill.com>

Sent: Friday, April 1, 2022 5:31 PM

To: Zulal Cebeci <zulalc@savarinocompanies.com>; Josh Dale <joshd@savarinocompanies.com>

Cc: Jim Loewke <jim@loewkebrill.com>

Subject: Re: Ellicott Station - Exemption Request Form - Truax & Hovey

Good afternoon Zulal and Josh,

We had to do our due diligence and verify that there were no local companies able to perform the leveling work on the project. We were given the following contact, Dan Hull, with Tiede Zoeller. They have performed gypcrete flooring on projects in the past, and we would ask that you get a bid from them as they are a local company. You can reach Dan by email at Dhull@tztile.com, or by phone 7169835942

If they are unable to do the job, and/or are priced significantly higher than Truax Hovey, we will recommend the waiver is approved. We just want to exhaust all options for local labor before seeking an outside vendor.

Please let me know if you have any questions

Thanks

Kevin Loewke

On Tue, Mar 22, 2022 at 1:25 AM Zulal Cebeci <zulalc@savarinocompanies.com> wrote:

Kevin,

Please see attached product data for gypcrete Truax & Hovey will be using. I was out of the office a couple of days last week and now catching up. I am working on the other items and will provide you an update by the end of the week.

Thank you,

Zulal Cebeci, CDT

Project Manager

m: (716) 480-2708

o: (716) 332-5959 x 117

From: Kevin Loewke <kevin@loewkebrill.com>

Sent: Monday, March 14, 2022 4:25 PM

To: Zulal Cebeci <zulalc@savarinocompanies.com>

Subject: Re: Ellicott Station - Exemption Request Form - Truax & Hovey

Good afternoon Zulal,

Can you tell me if there is a certain gypcrete product Truax & Hovey will be using? Can you also have the company provide a brief scope of work being performed and confirm they don't have labor within the 14 county area? I just want to have as much background on the scope of work as possible, and clarification that the vendor does not have local labor

Thanks

Kevin

On Sun, Mar 13, 2022 at 10:49 AM Zulal Cebeci <zulalc@savarinocompanies.com> wrote:

Kevin,

Contract Documents call for gypsum cement underlayment being installed on 3rd, 4th and 5th floors at Ellicott Station Residential. Only certain amount of subcontractors perform this type of work as it is specialized work

that requires specific certifications and equipment. Truax & Hovey is subcontracted to perform this scope of work for the project and they are currently scheduled for early June start.

We kindly request for an exemption for use of non-local labor for their scope of work. Please see attached.

If you have any questions, please do not hesitate to contact me.

Thank you,

Zulal Cebeci, CDT

Project Manager

m: (716) 480-2708

o: (716) 332-5959 x 117

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Savarino Companies

500 Seneca Street - Suite 508

Buffalo, New York 14204

www.savarinocompanies.com

p: (716) 332-5959

f: (716) 332-5968

c: (585) 905-5478

[Quoted text hidden]

----- Forwarded message -----

From: Zulal Cebeci <zulalc@savarinocompanies.com>

To: Daniel Hull <dhull@tztilewny.com>

Cc:

Bcc:

Date: Fri, 8 Apr 2022 14:31:09 +0000

Subject: FW: Ellicott Station - Gypcrete

Hi Dan,

Following up on this.

Thank you,

Zulal Cebeci, CDT

Project Manager

m: (716) 480-2708

o: (716) 332-5959 x 117



DEVELOP | BUILD | MANAGE

Savarino Companies, LLC
500 Seneca Street, Suite 508
Buffalo, New York 14204

From: Zulal Cebeci

Sent: Sunday, April 3, 2022 9:55 PM

To: Daniel Hull <dhull@tztilewny.com>

Subject: Ellicott Station - Gypcrete

Hi Dan,

I hope all is well. I am looking for a proposal for ¾" gypcrete and sealing at 3rd, 4th and 5th floors for the Ellicott Station project in Batavia. No prevailing rate and looking for this work to be done early 2023. I attached some information.

Would you be able to provide a proposal by the end of the week?

Please let me know if you have any questions.

3.4

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Thank you,

Zulal Cebeci, CDT

Project Manager

m: (716) 480-2708


o: (716) 332-5959 x 117



Savarino Companies, LLC
500 Seneca Street, Suite 508
Buffalo, New York 14204

3 attachments

 **035413 GYPSUM CEMENT UNDERLAYMENT.pdf**
19K

 **Drawings.pdf**
1636K

 **FW: Ellicott Station - Gypcrete.eml**
2345K

Ellicott Station - Exemption Request Form - Truax & Hovey

Zulal Cebeci <zulalc@savarinocompanies.com>

Wed, Apr 13, 2022 at 8:40 AM

To: Kevin Loewke <kevin@loewkebrill.com>

Cc: Josh Dale <joshd@savarinocompanies.com>, Jim Loewke <jim@loewkebrill.com>

Kevin,

Please see attached correspondence. I believe when I talked to him on Friday he hasn't seen my initial email yet. I talked to him on the phone this morning after my follow-up email and he mentioned they are not doing gypcrete work.

Please advise if anything else is needed.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

From: Kevin Loewke <kevin@loewkebrill.com>

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

----- Forwarded message -----

From: Zulal Cebeci <zulalc@savarinocompanies.com>

To: Daniel Hull <dhull@tztilewny.com>

Cc:

Bcc:

Date: Wed, 13 Apr 2022 12:23:32 +0000

Subject: FW: Ellicott Station - Gypcrete

Hi Dan,

Wanted to follow up if you are interested in the project.

Thank you,

Zulal Cebeci, CDT

Project Manager

m: (716) 480-2708

o: (716) 332-5959 x 117



DEVELOP | BUILD | MANAGE

Savarino Companies, LLC
500 Seneca Street, Suite 508
Buffalo, New York 14204

From: Zulal Cebeci
Sent: Friday, April 8, 2022 10:31 AM
To: Daniel Hull <dhull@tztilewny.com>
Subject: FW: Ellicott Station - Gypcrete

Hi Dan,

Following up on this.

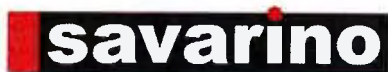
Thank you,

Zulal Cebeci, CDT

Project Manager

m: (716) 480-2708

o: (716) 332-5959 x 117



DEVELOP | BUILD | MANAGE

Savarino Companies, LLC
500 Seneca Street, Suite 508
Buffalo, New York 14204

From: Zulal Cebeci
Sent: Sunday, April 3, 2022 9:55 PM

3.4

88

To: Daniel Hull <dhull@tztilewny.com>
Subject: Ellicott Station - Gypcrete

Hi Dan,

I hope all is well. I am looking for a proposal for ¾" gypcrete and sealing at 3rd, 4th and 5th floors for the Ellicott Station project in Batavia. No prevailing rate and looking for this work to be done early 2023. I attached some information.

Would you be able to provide a proposal by the end of the week?

Please let me know if you have any questions.

Thank you,

Zulal Cebeci, CDT

Project Manager

m: (716) 480-2708

o: (716) 332-5959 x 117



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Savarino Companies, LLC
500 Seneca Street, Suite 508
Buffalo, New York 14204

3 attachments

 **035413 GYPSUM CEMENT UNDERLAYMENT.pdf**
19K

 **Drawings.pdf**
1636K

 **FW: Ellicott Station - Gypcrete.eml**
2347K

Ellicott Station - Exemption Request Form - Truax & Hovey

Zulal Cebeci <zulalc@savarinocompanies.com>

Sun, Mar 13, 2022 at 10:49 AM

To: Kevin Loewke <kevin@loewkebrill.com>

Cc: Samuel Savarino <sams@savarinocompanies.com>, Courtney Samuels-Cox <courtneyc@savarinocompanies.com>,
Josh Dale <joshd@savarinocompanies.com>

Kevin,

Contract Documents call for gypsum cement underlayment being installed on 3rd, 4th and 5th floors at Ellicott Station Residential. Only certain amount of subcontractors perform this type of work as it is specialized work that requires specific certifications and equipment. Truax & Hovey is subcontracted to perform this scope of work for the project and they are currently scheduled for early June start.

We kindly request for an exemption for use of non-local labor for their scope of work. Please see attached.

If you have any questions, please do not hesitate to contact me.

Thank you,

Zulal Cebeci, CDT

Project Manager

m: (716) 480-2708

o: (716) 332-5959 x 117



DEVELOP | BUILD | MANAGE

Savarino Companies, LLC
500 Seneca Street, Suite 508
Buffalo, New York 14204

Ellicott Station - Truax & Hovey - Exemption Request Form.pdf
169K

GCEDC

Jim Krencik, Director of Marketing & Communications

Board Meeting Report

May 5, 2022

State Policy – Authorization to Submit Comment on CLCPA

New York State is currently in a 120-day public comment period for the Climate Leadership and Community Protection Act's (CLCPA) *Draft Scoping Plan*. The public comment period closes on Wednesday, June 10, 2022.

Given the experience and role of the GCEDC and the GGLDC in growing our local and state economy, it is our request that the GCEDC and GGLDC Board of Directors authorize the submission of public comments on the CLCPA's *Draft Scoping Plan*.

The draft letter for your consideration is as follows.

“As a community that hosts an array of solar energy generation, North America’s largest green hydrogen manufacturing project, and an emerging wind energy research & development facility, Genesee County understands the benefits of clean energy to the local and state economy.

As the Genesee County Economic Development Center (GCEDC) and Genesee Gateway Local Development Corporation (GGLDC), we represent a shared vision and mission to bring back manufacturing in New York. These energy resources and New York’s ability to deliver renewable energy that is low-cost and reliable supports Genesee County businesses, good-paying jobs, and the county’s business retention, expansion, and attraction capacities.

Plug Power’s \$232 million Project Gateway is a prime example of these capacities. The development of the Western New York Science & Technology Advanced Manufacturing Park’s (STAMP) mega site and related infrastructure enabled Plug Power to advance investments to both produce green hydrogen for the transportation and logistics industries. Project Gateway leverages the opportunity for major projects to locate at STAMP, including active and growing advanced manufacturing and semiconductor manufacturing industries.

Genesee County businesses and residences benefit from access to a high-quality energy supply. The New York State Independent System Operator’s *2021 Power Trends* report states that 90% of our region’s energy profile is produced from zero-emissions sources. New York Power Authority and National Grid programs support businesses that are investing in facilities and our workforce with allocations and grants related to our strong electric grid.

It is concerning that the Climate Leadership and Community Protection Act’s *Draft Scoping Plan* has not answered or addressed how to mitigate the very real operational challenges and financial impacts created by the CLCPA’s accelerated actions.

This is most clear in the proposed shuttering and decommissioning of the gas network that heats and powers both manufacturing and residential buildings. Manufacturers still have a need

for natural gas and have not found affordable solutions in many situations to transition to electric for multiple production processes. Critically, New York's ability to support advanced manufacturing and semiconductor facilities with large-scale, high-impact employment relies on having a stable supply of operational gases.

Therefore, precluding natural gas from new building construction in 2024 could cause serious economic harm in the near to medium term. Considering "greening up" natural gas via green hydrogen, carbon capture et. al. are more logical and affordable approaches to advancing our green energy goals without adding considerable cost to our manufacturing economy.

Recent comments to the New York State Economic Development Council on April 28 that it is an "open question" where the funding to transition these services, and that no cost-benefit analyses have not been performed for individual operations, are deeply concerning.

Genesee County has extensive experience as a host community for projects that support New York's green energy goals. As the lead economic development organization for Genesee County, the GCEDC partners with our municipalities to deliver the best financial outcomes from these projects.

Since 2019, the GCEDC's Board of Directors has approved 15 project agreements, providing 320.65 megawatts of solar energy generation. This includes the 280-megawatt Excelsior Energy Center, announced by the New York State Board on Electric Generation Siting and the Environment as the "largest solar farm approved to date in New York State."

It is concerning that the Draft Scoping Plan does not answer the operational challenges and financial impacts on the reliability and capacity on the electrical grid related to loading and distributing the energy generated by a new generation of renewable energy projects.

Disruptions to the capacity and reliability of the state's electric grid would have a significant impact on all users, and could limit the capacity to grow good-paying jobs, innovation, and investment in Genesee County and across New York State.

We urge that these impacts be evaluated before further consideration of the *Draft Scoping Plan's* implementation are considered.

We offer our experiences and the expertise of the GCEDC's staff to further this conversation given the GCEDC's role in green energy and renewables manufacturing projects."

Requested Board Action: Authorization to submit public comment on the CLCPA Draft Scoping Plan on behalf of the GCEDC and GGLDC Board of Directors.

**Genesee County Economic Development Center
Dashboard - For the Three Month Period Ended 3/31/22
Balance Sheet - Accrual Basis**

DRAFT

	<u>3/31/22</u>	[Per Audit] <u>12/31/21</u>
ASSETS:		
Cash - Unrestricted	\$ 7,008,969	\$ 7,339,508
Cash - Restricted (A)(1)	11,178,926	11,674,315
Cash - Reserved (B)	793,095	792,739
Cash - Subtotal	18,980,990	19,806,562
Grants Receivable (2)	52,350	65,327
Accts Receivable- Current (3)	280,030	337,456
Deposits	2,832	2,832
Prepaid Expense(s) (4)	38,295	42,651
Loans Receivable - Current	55,507	52,489
Total Current Assets	19,410,004	20,307,317
Land Held for Dev. & Resale (5)	19,718,390	19,467,282
Furniture, Fixtures & Equipment	71,257	71,257
Total Property, Plant & Equip.	19,789,647	19,538,539
Less Accumulated Depreciation	(68,692)	(68,528)
Net Property, Plant & Equip.	19,720,955	19,470,011
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	181,486	195,885
Other Assets	181,486	195,885
TOTAL ASSETS	39,312,445	39,973,213
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Pension Outflows (10)	597,836	597,836
Deferred Outflows of Resources	597,836	597,836
LIABILITIES:		
Accounts Payable (6)	10,203	548,813
Loan Payable - Genesee County - Current (7)	305,000	295,000
Accrued Expenses	180	29,545
Unearned Revenue (8)	10,991,506	10,993,355
Total Current Liabilities	11,306,889	11,866,713
Loans Payable - ESD (9)	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (7)	2,825,000	3,130,000
Aggregate Net Pension Liability (10)	2,612	2,612
Total Noncurrent Liabilities	8,024,099	8,329,099
TOTAL LIABILITIES	19,330,988	20,195,812
DEFERRED INFLOWS OF RESOURCES		
Deferred Pension Inflows (10)	791,742	791,742
Deferred Inflows of Resources	791,742	791,742
NET ASSETS	\$ 19,787,551	\$ 19,583,495

Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD. Also included are funds received from the County per a Water Supply Agreement, to be put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. These funds are being used to pay for qualifying expenditures.

2. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
3. Accounts Receivable (Current) - Termed out Project Origination Fees from HP Hood to be collected in the next 12 months, misc.
4. Prepaid Expense(s) - NYS Retirement contributions, April lease payment, Cyber, Property Insurance, D&O, Life, long-term and short-term disability insurance, health insurance.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Payable - e3communications, vision insurance and unpaid 2021 STAMP expenses that were paid in April 2022.
7. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
8. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
9. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
10. Deferred Pension Outflows / Aggregate Net Pension Liability / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

(A) Restricted Cash = Municipal Funds, RLF #2 Funds, Grant Funds Received in Advance.

(B) Reserved Cash = RLF #1 Funds (defederalized).

**Genesee County Economic Development Center
Dashboard - For the Three Month Period Ended 3/31/22
Profit & Loss - Accrual Basis**

DRAFT

	Three Month Period Ended		YTD		2022	2022
	3/31/22	3/31/21	2022	2021	Board Approved Budget	YTD % of Budget
Operating Revenues:						
Genesee County	\$ 58,378	\$ 58,378	\$ 58,378	\$ 58,378	\$ 233,513	25%
Genesee County - WFD	6,250	-	6,250	-	-	N/A
Fees - Projects	84,750	21,250	84,750	21,250	411,500	21%
Fees - Services	21,298	20,884	21,298	20,884	85,192	25%
Interest Income on Loans	740	881	740	881	2,744	27%
Rent	-	3,240	-	3,240	21,071	0%
Common Area Fees - Parks	373	355	373	355	360	104%
Grants (1)	497,069	658,417	497,069	658,417	8,891,710	6%
GGLDC Grant- Econ. Dev. Program Support	75,000	75,000	75,000	75,000	300,000	25%
BP ² Revenue	-	701	-	701	27,454	0%
Other Revenue	324	89	324	89	5,000	6%
Total Operating Revenues	744,182	839,195	744,182	839,195	9,978,544	7%
Operating Expenses						
General & Admin	328,660	291,688	328,660	291,688	1,506,112	22%
Professional Services	12,884	6,407	12,884	6,407	108,500	12%
Site Maintenance/Repairs	1,342	1,403	1,342	1,403	39,500	3%
Property Taxes/Special District Fees (2)	3,518	4,597	3,518	4,597	2,690	131%
PIF Expense	43,296	35,042	43,296	35,042	143,157	30%
Site Development Expense	153,500	258,500	153,500	258,500	153,500	100%
Real Estate Development	251,108	67,599	251,108	67,599	8,300,000	3%
Balance Sheet Absorption	(251,108)	(67,599)	(251,108)	(67,599)	-	N/A
Total Operating Expenses	543,200	597,637	543,200	597,637	10,253,459	5%
Operating Revenue (Expense)	200,982	241,558	200,982	241,558	(274,915)	
Non-Operating Revenue (Expense)						
Other Interest Income	3,074	2,546	3,074	2,546	5,500	56%
Total Non-Operating Revenue (Expense)	3,074	2,546	3,074	2,546	5,500	56%
Change in Net Assets	204,056	244,104	204,056	244,104	\$ (269,415)	
Net Assets - Beginning	19,583,495	11,875,755	19,583,495	11,875,755		
Net Assets - Ending	\$ 19,787,551	\$ 12,119,859	\$ 19,787,551	\$ 12,119,859		

Significant Events:

1. Grants - \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke.
2. Property Taxes/Special District Fees - Full taxes were paid on a property purchased after the taxable status date in 2021. tax rates were higher than budgeted for property located in Leroy.

4.1

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Genesee County Economic Development Center
Dashboard - For the Three Month Period Ended 3/31/22
Statement of Cash Flows

DRAFT

	Three Month Period Ended 3/31/22	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 86,171	\$ 86,171
Fees - Projects	121,500	121,500
Fees - Services	21,298	21,298
Interest Income on Loans	568	568
Rent	829	829
Common Area Fees - Parks	373	373
Grants	506,326	506,326
GGLDC Grant - Economic Development Program Support	75,000	75,000
Other Revenue	324	324
Repayment of Loans	11,381	11,381
General & Admin Expense	(371,077)	(371,077)
Professional Services	(23,701)	(23,701)
Site Maintenance/Repairs	(1,342)	(1,342)
Site Development	(288,539)	(288,539)
Property Taxes/Special District Fees	(3,518)	(3,518)
PIF Expense	(43,296)	(43,296)
Improv/Additions/Adj to Land Held for Development & Resale	(625,934)	(625,934)
Net Cash Used By Operating Activities	(533,637)	(533,637)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	(295,000)	(295,000)
Net Cash Used By Noncapital Financing Activities	(295,000)	(295,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	3,065	3,065
Net Change in Cash	(825,572)	(825,572)
Cash - Beginning of Period	19,806,562	19,806,562
Cash - End of Period	\$ 18,980,990	\$ 18,980,990
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 200,982	\$ 200,982
Depreciation Expense	164	164
Decrease in Operating Accounts/Grants Receivable	70,403	70,403
Decrease in Prepaid Expenses	4,356	4,356
Decrease in Loans Receivable	11,381	11,381
Increase in Land Held for Development & Resale	(251,108)	(251,108)
Decrease in Operating Accounts Payable	(538,601)	(538,601)
Decrease in Accrued Expenses	(29,365)	(29,365)
Decrease in Unearned Revenue	(1,849)	(1,849)
Total Adjustments	(734,619)	(734,619)
Net Cash Used By Operating Activities	\$ (533,637)	\$ (533,637)

4.1

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Approval of mowing contract for GCEDC properties

Discussion: The GCEDC asked five companies for bids to mow the properties we have acquired at STAMP and the entrance sign to STAMP. The results of the bids are as follows based on 7 mows in the season:

1. Declined to bid – S&S Excavating & Blacktop, Inc.
2. Declined to bid – Scalia's Landscaping
3. \$5,110 – Versa Scape
4. \$9,950 – Fava Brothers Lawn Care
5. Declined to bid – Bubba's Landscaping

Fund Commitment: \$5,110.

Board Action Request: Approval of mowing contract for STAMP properties to Versa Scape for \$5,110.



March 18, 2022

Attn:
Mr. Mark Masse, CPA
Senior Vice President of Operations

Property Location

GCEDC
 99 MEdtech Dr. Suite 106
 Batavia, NY 14020

Maintenance Schedule Overview - The maintenance schedule will start April 15, 2021 and continue until November 1, 2021 for 28 weeks. During the duration weekly mowing, trimming and trash/debris removal on lawn areas will occur for the property location listed below. All turf areas to be mowed with zero turn mowers. Lawn height is generally cut to 3" but height can be adjusted upon request. During rainy or extended dry periods, the frequency may change. In conjunction with each mowing, trimming shall be performed around all buildings, structures, and other obstacles within the turf area. All Driveway and Paved Surfaces will be blown off at the end of the service.

Location Requirements Overview

Corner of Rt. 5 & 77 20 acres – Twice per season	\$960.00 per visit x 2 = \$1920
Buffalo East Tech Park Rt. 5 Pembroke NY, Storm Water Retention Pond – Twice Per season	\$750.00 per visit x 2 = \$1500
Entry to STAMP Business Park, Rt. 77 Alabama, NY	\$250 per visit x 7 = \$1750
6680, 6561, 6576, 6590, 6620, 6725, 6840 Crosby Rd, Basom, NY & 805 Lewiston Rd – All properties once a month	\$480 per visit x 7 = \$3360

Total for all required services: \$8730 annually

Additional Services

Spring clean-up	\$ Please Request Quote
Prune/trim all shrubs/bushes – Spring / Fall	\$ Please Request Quote
Fall clean-up	\$ Please Request Quote
Fertilization 4 step weed and feed program	\$ Please Request Quote
Mulch – annual (if needed) 14cu yds triple ground mulch	\$ Please Request Quote
Professional machine bed edge approximately 380 In ft	\$ Please Request Quote
Extra trips – pruning shrubs/bushes, bed maintenance, etc	\$120 per hour for two worker crew

*Please contact us for Certificates of insurance, workmen's compensation or any additional information required.

Ask us about other services we provide for your landscaping needs.

Dear Potential Client,

Thank you for taking the time to review and consider working with VersaScape, Inc. Please review all attached documents for accuracy and thoroughness. If we overlooked certain services and needs on a specific location, please contact us so we can help assist you.

VersaScape, Inc. focus is to protect and preserve our clients' property investments and to ensure the best service. We do this with consistent routine maintenance, monitoring and addressing issues that may arise. Our employees being properly trained, dressed (uniforms) and professional is also another aspect of our company that we take pride in, since our actions on our clients' properties could ultimately affect the perception of their customers and/or residents.

Additional Services:

- Spring and Fall Clean-up
- Mulching
- Edging
- Pruning
- Weeding
- Planting
- Brush/Debris Removal
- Landscape Design/Build
- Patios, Walkways, & Outdoor Living Spaces
- Snow & Ice Management

If you would like additional landscape or lawn maintenance service, please feel free to contact us by phone or email. Also, check us out at VersaScape.com, Facebook or Instagram to view some of our past projects! We look forward to doing business with you now and in the future. Thanks for this great opportunity!

Thanks,

Zachary Kobylanski - Manager
Landscape Maintenance Division

VersaScape, Inc.



March 18, 2022

Yearly Property Maintenance Contract

This agreement is made and entered into between _____

(Hereinafter referred to as "the Client") and **VersaScape, Inc.** (Hereinafter referred to as "the Contractor")

The Client hereby engages the Contractor to perform lawn care services at the following address

_____ according to the scope of the work detailed and priced on the **Yearly Property Maintenance Schedule** which is attached hereto and forms part of this Yearly Property Maintenance Contract.

1. Any additional work required by the Client or proposed by the Contractor which is not specified on the Yearly Property Maintenance Schedule shall be quoted for separately and when completed added to the invoice.
2. Invoices shall be issued at the beginning of every month with payment due within 15 days from the date of invoice. Returned checks for whatsoever reason shall incur a \$20 fee and overdue accounts shall accrue interest at a rate of 2% per month. The Contractor reserves the right to suspend services if payments are not made on time.

3. Obligations of the Contractor

- 3.1. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.
- 3.2. The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.
- 3.3. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, failing which the cost of all missed services shall be deducted from the invoice.

4. Obligations of the Client

- 4.1. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 8am to 5pm.
- 4.2. The Client shall be responsible for the removal of any objects e.g. toys, furniture, pet waste, rubbish etc. that will hinder the Contractor in performing under this agreement.
- 4.3. The Client shall keep all pets secured inside a building or fenced area and shall keep people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services.
- 4.4. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.
- 4.5. The Client shall be responsible for the day-to-day care of the lawn as recommended by the Contractor and which are not part of the services outlined on the Lawn Care Schedule.



March 18, 2022

5. Liability

- 5.1. The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes, or sprinkler components.
- 5.2. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.
- 5.3. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.
- 5.4. The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.
- 5.5. The Contractor shall be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides or fertilizers. Liability shall be limited to the replacement of the plant(s) by the Contractor.

6. Whole Agreement

This Yearly Property Maintenance Contract and Yearly Property Maintenance Schedule attached constitute the sole and entire Agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Yearly Property Maintenance provided such termination or amendment is made in writing and submitted to the other party 30 days prior to taking effect.

7. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Contract without the prior written consent of the other party.

8. Governing Law

This Contract and Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of New York and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

Signed by _____ on this ____ day of _____ 20____ by the Client who warrants his/her authority to enter into this agreement.

Client's Signature: _____

Signed by _____ on this ____ day of _____ 20____ by the Contractor who warrants his/her authority to enter into this agreement.

Contractor's Signature: _____

4.2

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Fava Brothers Lawn Care Svc.
 5438 School Road
 Byron, NY 14422
 5852608391
 favalawncare@yahoo.com

ADDRESS

Mr. Mark Masse
 GCEDC
 99 Med Tech Drive, Suite 106
 Batavia, NY 14020

Estimate 1327

DATE 04/13/2022

EXPIRATION DATE 05/13/2022

DATE	ACTIVITY	ACTIVITY	AMOUNT
04/13/2022	Corner of Rt. 5/77 (\$1000 ea.), 2 @ \$1,000.00	Mow/Trim	2,000.00T
04/13/2022	Buffalo East Tech Park storm retention pond. (\$250 ea.), 2 @ \$250.00	Mow/Trim	500.00T
04/13/2022	STAMP entrance (\$50), 7 @ \$50.00	Mow/Trim	350.00T
04/13/2022	Crosby Rd. lots + Lewiston rd. lot (\$1200), 8 @ \$1,200.00	Mow/Trim	9,600.00T

Thank you for your business!

SUBTOTAL 12,450.00
 TAX (8%) 996.00

Terms/ Conditions: If after 30 days, no payment is received, a standard late fee of \$15.00 will be assessed to any outstanding balance every month until a payment has been received. Partial payments are acceptable. If no payment is received for an extended period of time (determined by Fava Bros.), notice will be made of legal action to be acquired which will force a hearing in a court of law. Court fees along with a \$100.00 company fee and any late fees will be affixed to any small claims court filing. A check processed as insufficient will be considered as a late payment, processing charges will be affixed.

TOTAL \$13,446.00

Accepted By

Accepted Date

****Please make checks payable to Fava Bros. Lawn Care Svc. **** We Accept Credit Card Payments

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GCEDC											GGLDC						
Name	GCEDC Board Member	GCEDC STAMP Committee	GCEDC Employment & Comp Committee	GCEDC Governance & Nominating Committee	GCEDC Audit & Finance Committee (Bank Signers)	Housing Committee	GCEDC Officers	GCEDC Start Date	Term End Date	GCEDC Board Training	GGLDC Board Members	GGLDC Governance & Nominating Committee	GGLDC Audit & Finance Committee (Bank Signers)	GGLDC Officers	GGLDC Start Date	Term End Date	GGLDC Board Training
Chandy Kemp	1	1	1					11/10/2021	6/30/2024	1/12/2022							
Paul J. Battaglia	1		1		1	Chair		6/30/2013	6/30/2025	12/23/2014	1		1		3/6/2014	6/30/2025	12/23/2014
Todd Bender	1		Chair	1	1			8/9/2017	6/30/2023	9/22/2017	1		1		8/9/2017	6/30/2023	9/22/2017
Craig Yunker	1	1		Chair		1		7/1/2014	6/30/2026	11/7/2014	1	1			6/4/2015	6/30/2026	11/7/2014
Peter Zeliff	1	Chair	1	1	1	1	Chairman	2/28/2014	6/30/2022	2/6/2013	1				2/7/2019	6/30/2022	2/6/2013
Matthew Gray	1			1	Chair	1	Vice Chair	7/1/2015	6/30/2027	3/23/2016							
Marianne Clattenburg	1	1						3/17/2021	12/31/2021	4/9/2021							
Thomas Felton											1		1	Vice Chairman	8/4/2011	6/30/2025	6/22/2012
Jonathan Tretter															9/9/2021	6/30/2027	6/30/2027
Sarah Noble-Moag											1	Chair		Secretary	8/12/2014	6/30/2026	11/7/2014
Gregg Torrey											1	1		Treasurer	1/19/2017	6/30/2027	1/19/2017
Don Cunningham											1	1	Chair	President & CEO / Chairman	9/1/2017	6/30/2023	4/11/2018
	7	4	4	4	4	4					8	4	4				
NEED	7	4	4	4	4	4					9	4	4				
4 People are required for a quorum in the GCEDC											5 people are required for a quorum in the GGLDC						
GCEDC Board Members are appointed by the County Legislature.											6 people are required if it involves capital improvements, sale, purchase, mortgage, or lease of property (Majority plus 1)						
The Audit & Finance Committee members, the President & CEO and the VP of Operations are authorized bank signers. All checks (line of credit withdrawals) require two signatures and must be co-signed by at least one board member.											The Audit & Finance Committee members are authorized bank signers. Two Bank account signers are required to sign every check and line of credit withdrawals.						
** Chad Klotzbach is verbally assigned to the GCEDC Board by the Legislative Chair.											1/16/14 - GGLDC Board Member Term Limits (as recommended by the Governance Committee) - - Nine GGLDC board members are appointed via majority vote by the GCEDC board of directors. - Four of the nine board positions will be independent of the GCEDC board; 6 year terms. - Five of the nine board positions will be held by GCEDC board members; coterminous with GCEDC appointments. - These five board positions should be filled with the four most senior members of the GCEDC board and the Legislative Liaison OR the four most senior members of the GCEDC board and any member that is chosen based on current circumstances at the time of vacancy.						
Secretary: Penny Kennett Treasurer: Lezlie Farrell											GGLDC Board Members are appointed by the GCEDC						
Committees are made up of the Board Chair plus three board members.											Committees are made up of the Board Chair plus three board members.						

Name	GCFC Board Member	GCFC Bank Signer	GCFC Audit Committee	GCFC Governance Committee	GCFC Officers	GCFC Start Date	GCEDC Board Training	Appointed by the GC Legislature	Appointed by the GCEDC	
Tom Turnbull	1	1	1		Secretary	12/9/2015	2/3/2016	X		
Maureen Marshall	1			1		11/5/2009	9/14/2011	X		
Hollis Upson	1	1	1	1	Treasurer	11/5/2009	3/8/2013	X		
Dr. William Lapple	1					5/11/2016	5/22/2019	X		
Matthew Gray	1				Vice Chair	6/4/2020	12/23/2014		X	
Pete Zeliff	1	1		1	Chair	8/3/2017	2/6/2013		X	
Need	6	3	2	3					4	
Need	6	3	3	3					2	
<p>4 people are required for a quorum in the GCFC.</p> <p>4 people are appointed by the Genesee County Legislature</p> <p>2 appointed by the GCEDC (1/19/17 - the board approved the Chair and Vice Chair to serve this board)</p> <p>Authorized Bank Signers: 3/25/20 - Paul Battaglia, Pete Zeliff, Tom Turnbull & Hollis Upson</p> <p>Approved MG, PZ, HU, TT as bank signers on 3/26/21, but need to change bank documents</p> <p>Signers of Agreements: Chair, Vice Chair and Secretary</p>										

Genesee County Economic Development Center

Current Officers

Pete Zelif, Chair
Matthew Gray, Vice Chair
P. Kennett, Secretary
L. Farrell, Treasurer
S. Hyde, President & CEO

Authorized to request information regarding all bank accounts for the GCEDC

L. Farrell
P. Kennett

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

Chairman (per by-laws)
Vice Chairman (per by-laws)
S. Hyde (per by-laws)
M. Masse
C. Suozzi

Bank Account Authorized Signers

Audit & Finance Committee members are authorized bank signers, along with two staff members:

Staff: S. Hyde
M. Masse

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

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

Pricing Policy Revision for origination fee on certain projects

Discussion: The GCEDC's current pricing policy allows an origination fee of 1.25% of the total capital investment/benefitted project amount. With STAMP seeing interest from projects that have significant capital investment/benefitted amounts the GCEDC staff is recommending a revision to the policy to allow for an ability to negotiate the origination fee on these large projects.

Fund Commitment: None.

Board Action Request: Recommend approval of revision to Pricing & Fee Policy as presented.



Genesee County Economic Development Center Pricing & Fee Policy

Effective Date: May , 2022

Financial Assistance - Tax Savings***

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

	Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	
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Financing***

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

Transfer/Assignment of PILOT

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

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

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

Financing/ Grants/ Consulting

Offering / Activity	Fees	Comments
Grants:	\$250 Non-Refundable Application Fee <u>Program Administration Fees:</u> Allowable program administration and delivery fees associated with the grant will be collected by the GCEDC. <u>Legal Fees:</u>	Generally established and parameters set by Grantor. Negotiations, based on EDC involvement, occur on occasion. Project fee negotiated between grantee and GCEDC will be

Revised May 2019

	Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	agreed to in a memorandum of understanding.
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Mark Masse

STAMP Committee

May 4, 2022

STAMP Payment for easement

Discussion: In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are a number of easements needed. Based on a compensation model the following payment is needed for one easement:

1. Temporary Easement 21 - \$500

Fund Commitment: \$500 from the \$33 million.

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



2440 Sheridan Drive, Suite 100
Tonawanda, NY 14150
Ph. 716.685.0500
Fax: 716.558.2825

RECEIVED

APR 13 2022

Email: rowp@rightofwaypros.com
Website: www.rightofwaypros.com

April 11, 2022

Mark A. Masse, CPA
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Genesee County Economic Development Center
Science, Technology and Advanced Manufacturing Park (STAMP) in the Town of Alabama
Force Main Project
Genesee and Orleans Counties
TE-21

Dear Mark,

Enclosed you will find the executed paperwork from Kreher Brothers, LLC. The compensation negotiated for the TE is \$500.

Very Truly Yours,

RIGHT-OF-WAY PROFESSIONALS, LLC

A handwritten signature in black ink, appearing to read 'Timothy J. Magyar', is written over the typed name and title.

Timothy J. Magyar, SR/WA, R/W-AC
President

Agent for Genesee County Economic Development Center

Agricultural Farm Land Lease Agreement for 2022 for STAMP property only

Discussion: The GCEDC has previously approved a standard lease agreement for any farming activities on any of our corporate parks. While discussing some options with a farmer at STAMP to assist with our land management plans as well as the potential for a tenant to commit to STAMP and potentially impact the land prior to the crop being harvested, the farmer has made a request for the STAMP Committee to consider in the lease agreement for 2022. Farming the land at the STAMP site helps with overall maintenance of the property as well as preventing any wetlands from expanding or other things which could cause issues for potential development. The farmer at STAMP is concerned that if he is only reimbursed for the cost of the crop, and not the fair market value, if the lease is cancelled early for a project to start construction, he would severely impact his farming operations. His request is to change the reimbursement to be based on the fair market value of the crop that is impacted.

Fund commitment: None.

Committee action request: Recommend approval to the full Board of the revised 2022 agricultural land lease agreement for STAMP property.

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT ("Lease") is made as of this ___ day of May, 2022 by and between Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, a New York public benefit corporation, having an office at 99 MedTech Drive, Batavia, New York 14020-3141 ("Lessor"), and **Norm Geiss** whose address is 739 Ackerson Road, Basom, New York 14013 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee simple owner of a certain parcel of real property commonly known as STAMP Parcels 3, 9 and 11, consisting of approximately 183 acres of land, as more particularly described as S.B.L. No. 10-1-4.112, 10-1-13.1 and 10-1-42 in the Town of Alabama, County of Genesee, and State of New York (the "Property"); and

WHEREAS, Lessor desires to lease to Lessee a portion of the Property being approximately 169 acres of vacant land as shown on Exhibit A attached hereto (the "Premises"), and Lessee desires to lease the Premises from Lessor for the purpose of farming the Premises.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be legally bound hereby covenant and agree as follows:

1. **Demise.** In consideration of the rents reserved hereunder and the terms and conditions of this Lease, Lessor does hereby demise and let unto Lessee, and Lessee does hereby take and lease from Lessor, the Premises. Lessee agrees to accept the Premises in their "as is" condition and "with all faults" existing as of the date hereof. Lessee agrees that this Lease has been entered into after full investigation of the Premises and without any reliance upon any statement or representation by Lessor or any other person. Nothing in this Lease shall confer upon Lessee any rights to minerals or timber on the Premises.

2. **Term.** The term of this Lease shall be one (1) year, commencing on May 1, 2022 and ending on December 31, 2022 (the "Term"), provided, however, that either party may cancel this Lease effective as of the last day of a Lease Year provided that written notice of termination is given by such party to the other not later than thirty (30) days prior to such effective date of termination. For purposes of this Lease a "Lease Year" shall be defined as the twelve month period between January of a given year and December of the following year. Notwithstanding the foregoing, Lessor may, at any time during the Term, terminate this Lease as to the entire Premises or as to any portion thereof upon two (2) weeks written notice to Lessee. In such event, Lessor shall reimburse Lessee for ~~all documented, out-of-pocket expenses~~ the fair market value of the loss of crop the Lessee has incurred during the Term in connection with ~~with the planting~~ of any crop on the Premises, or on the portion of the Premises with regard to which this Lease is so terminated.

3. **Rent.** As consideration for this Lease, Lessee agrees to pay to Lessor annual rent in the amount of \$70 per acre (or \$10,140 for the entire Premises) for each Lease Year of the Term ("Rent"). Rent shall be due and payable to Lessor in two installments, as follows: Fifty (50%)

percent of the Rent shall be due and payable by June 1 of each Lease Year and the remaining fifty (50%) percent shall be due and payable by December 1 of each Lease Year. The Rent shall be a net rent and Lessor shall not be responsible for all expenses related to the farming of the Premises. Lessee shall be responsible for, and shall pay in a timely manner, any and all costs and expenses related to Lessee's farming of the Premises, including, without limitation, the costs and expenses for any equipment and machinery required to plow, plant, tend to and harvest the Premises, fertilizers, pesticides, and herbicides, water for irrigation, labor, taxes and insurance.

4. **Permitted Use.** Lessee shall use the Premises only for planting and harvesting of crops, and for no other purpose. The nature of the crops to be grown shall be approved in advance by Lessor, and no further planting may take place on the Premises. Lessee agrees to conduct such farming activities in accordance with good agricultural practices and in accordance with such standards as are generally accepted in the farming industry in Genesee County, New York. Lessee shall not (a) erect any permanent structures or improvements on the Premises, (b) store any equipment, machinery or supplies on the Premises, (c) drill, install or modify any wells, irrigation systems or drainage systems on the Premises, (d) materially alter the grades of the Premises so as to affect the storm water drainage on and off of the Premises, or (e) burn or permit the burning of any items on the Premises. Lessee shall monitor and maintain the Premises so as to prevent the development of any new wetlands. Lessee agrees to preserve established water courses, tile drains, tile outlets, diversion ditches, terraces and grass waterways and to refrain from any operation that will injure them. Lessee shall neither cut live trees nor market timber, fence posts or firewood on the Premises, nor will Lessee have any above or below ground mineral or gas or oil rights on the Premises.

5. **Hazardous or Offensive Uses.** Lessee may not conduct any dangerous, hazardous, noxious or offensive uses on the Premises and shall obtain, at its sole cost and expense, all governmental permits, licenses and approvals required for Lessee's use and occupancy of the Premises. Lessee shall comply with all environmental laws which include all federal, state, local and municipal laws, statutes, ordinances, rules, regulations, orders, decrees or requirements relating to or imposing liability or standards of conduct concerning the use, storage, treatment, transportation, manufacture, refinement, handling, production and/or disposal of hazardous materials, or otherwise pertaining to environmental protection, as now or at any time hereafter in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 41 U.S.C. Section 9601; the Super Fund Amendment and Reauthorization Act of 1986; the Emergency Planning and Community Right-to-Know Act, Public Law 99-499, 100 Stat.1613; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; the Occupational Safety and Health Act, 29, U.S.C. Section 655 and Section 657; the Clean Air Act, 42 U.S.C. Section 7401; the Clean Water Act, 33 U.S.C. Section 1251; and the New York Environmental Conservation Law; together with all amendments thereto, substitutions therefore, rules and regulations promulgated thereunder and all amendments to and substitutions for the rules and regulations.

Lessee shall not store, dump or dispose on the Premises any gasoline, motor oils or other hazardous substances. Lessee shall not at any time cause or permit any contamination of the Premises, including any ponds, stormwater or groundwater. Lessee shall not use any fertilizers (other than as specified on Exhibit B attached hereto), pesticides (other than as specified on Exhibit B attached hereto) or herbicides, and shall use such permitted fertilizers and

pesticides only in strict accordance with the manufacturer's instructions and all applicable laws, rules, regulations and orders. Lessee shall maintain accurate records, including the type, amount, and dates, of all fertilizers, pesticides, and herbicides used on the Premises and shall immediately notify Lessor of any violation, accidental or otherwise, of this provision. Lessee shall be solely responsible, at its sole cost and expense, for the remediation of any contamination caused or permitted by Lessee on the Premises. This provision shall survive the expiration or termination of this Lease.

6. **Indemnification and Hold Harmless.** Lessee shall defend, indemnify and hold harmless Lessor, its officers, directors, agents, employees and successors and assigns, from and against all liability and claims of liability for injury or damage to person or property from any cause on or about the Premises, including, without limitation, all costs, expenses, claims, fines, penalties, judgments, and/or awards arising out of or related thereto. This provision shall survive the expiration or termination of this Lease.

7. **Insurance.** Lessee shall maintain at all times during the term of this Lease, a comprehensive policy of general liability insurance naming Lessor and its designated successors and assigns as additional insureds against liability occasioned by any occurrence on or about the Premises or any appurtenances thereto. Such policy shall provide a minimum coverage of \$1,000,000 with respect to any one person or accident. Lessee shall also maintain workmen's compensation insurance and vehicle liability insurance with respect to all personnel and vehicles brought by Lessee on the Premises. Lessee shall provide Lessor with a certificate for each such policy, which shall require that all additional insureds named in such certificate be given thirty (30) days' written notice before any material change to or cancellation of such policy.

8. **Assumption of Risk.** Lessee agrees that it shall occupy and use the Premises at its own risk and assumes the sole responsibility and liability to all persons and authorities related to Lessee's possession, occupancy and use of the Premises. Lessor shall not have any responsibility or liability for any loss of or damage to any person or personal property of Lessee or any other person whatsoever as a result of Lessee's use or occupancy of the Premises. Lessor shall not have any obligation to make any improvements to the Premises or perform any services with respect to the Premises.

9. **Liens.** Lessee shall not suffer or permit any mechanic's or materialman's lien to be filed against the Premises (or any part thereof including the crops) or Lessor's interest therein by reason or any work, labor, services, or materials supplied or claimed to have been supplied to Lessee. If any such lien shall at any time be filed against the Premises (or any part thereof including the crops) or Lessor's interest therein, Lessee shall immediately notify Lessor thereof, and Lessee shall cause the same to be discharged of record, bonded or otherwise secured to Lessor's satisfaction within fifteen (15) days after the date of Lessee's knowledge of the same. If Lessee shall fail to discharge such lien within the 15-day period, then, in addition to any other rights or remedies Lessor may have, Lessor may, but shall not be obligated to, discharge such lien, by paying, procuring a discharge by a deposit in court, or by bonding the same. In any such event, Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor, and to pay the amount of such judgment, if any, in favor of the lienor with interest, costs and allowances. Notwithstanding the above, Lessee shall not be required to pay or discharge any such lien so long as Lessee, in good faith, proceeds to contest

the same by appropriate proceedings and gives Lessor written notice thereof with a surety bond satisfactory to Lessor in an amount sufficient to pay such contested lien, including all interest and costs related thereto.

10. No Representations or Warranties. It is understood and agreed that this Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the Premises, and that Lessor has not made and is not making, and Lessee has not relied upon any representations or warranties, except as expressly stated in this Lease.

11. Events of Default. Lessee shall be in default of this Lease if Lessee (a) fails to pay Rent or make any other payment due hereunder within ten (10) days after the date upon which it is due or (b) fails to perform or comply with any of the terms, covenants, agreements or conditions of this Lease, and such failure continues for more than thirty (30) days after written notice thereof from Lessor; provided, however, Lessee shall not be considered to be in default of this Lease if such default cannot be cured within thirty (30) days and Lessee immediately commences and diligently proceeds to cure such default and completes such cure within sixty (60) days after the event of default. Upon Lessee default, Lessor may, in addition to all other remedies available at law, elect to terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Premises, including all crops thereon, and Lessor shall thereafter have the right to harvest, sell or otherwise dispose of such crops without any obligation to account to Lessee for the value thereof.

12. Assignment. Lessee shall not sublet, assign, pledge or otherwise encumber its interest in the Premises or any part thereof, including the crops, without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion. Lessor may freely assign this Agreement.

13. Inspection. Lessor reserves the right to enter upon and inspect the Premises in order to determine whether Lessee is in compliance with the terms and conditions of this Lease; provided, however, such entry and inspections do not unreasonably interfere with Lessee's use of the Premises.

14. Interference. Lessee will not interfere with the use, enjoyment and activity on Lessor's adjacent premises, and will not cause or permit any noise, vibration, odor, fumes or nuisance other than those typically related to the permitted use.

15. Surrender of the Premises. Upon the expiration or termination of this Lease, Lessee shall deliver the Premises to Lessor in substantially the same condition as existed at the time of the commencement of this Lease. In addition, upon Lessor's request and notwithstanding the covenant to use good agricultural practices contained in Paragraph 4 herein, Lessee shall, at its sole cost and expense, plow under the Premises and leave the Premises in a reasonably level condition.

16. Warranties. The parties each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself through the party set forth as signatory for the party below.

17. Severability. Any provision or provisions of this Lease which shall prove to be

invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

18. Waiver. No waiver of any default hereunder shall be implied from any inaction by either party on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to or of any act by the other party requiring the former party's consent or approval, shall not be deemed to waive or render unnecessary such former party's consent or approval to or of any subsequent similar acts by the other party.

19. Successors and Assigns. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

20. No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

21. Amendments. This Lease contains the entire agreement between the parties and shall not be modified except by a written agreement signed by the parties.

22. Headings. The headings in this instrument are for convenience only and in no way define, limit or describe the scope of this Lease or the intent of the provisions hereof.

23. Notice. All notices, demands and requests required under this Lease shall be in writing, and shall be deemed properly given if served personally, or if sent by the United States registered mail or certified mail, postage prepaid, addressed to the party at the address listed in the first paragraph of this Lease.

24. Right to Defend. Lessor shall have the right, but not the obligation, to prosecute or defend, in its own name or in Lessee's name, any actions or proceedings appropriate to the protection of its title to and Lessee's interest in the Premises. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in any such action or proceeding.

25. Confession of Judgment for Possession. Upon the expiration or termination of this Lease, and at any time when an event of default hereunder has occurred, Lessee irrevocably authorizes and empowers the clerk or the attorney of any court of record to appear for and confess judgment against Lessee for possession of the Premises. The authority and power to appear and confess a judgment against Lessee shall not be exhausted by the initial exercise

thereof and may be confessed as often as any event of default hereunder occurs. Such authority may be exercised during or after the expiration of the Term of this Lease. If such proceeding is terminated and the possession of the Premises remains in or is restored to Lessee, Lessor shall have the right for the same default or upon subsequent defaults or upon the termination of this Lease under any of the terms of this Lease to bring one or more further actions as hereinbefore set forth to recover possession of the Premises and confess judgment for the recovery of possession of the Premises as herein provided.

26. Subordination. This Lease shall be subject and subordinate to the lien of any and all mortgages and to any ground leases, and any and all renewals, extensions, modifications, recastings and refinancings thereof. This clause shall be self-operative, without execution of any further instrument, but if requested by Lessor or any mortgagee or any ground lessor, Lessee shall promptly execute a certificate or other document evidencing and providing for such subordination.

27. Governing Law. This Lease and the provisions hereof shall be interpreted under the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first written above.

LESSOR:

Genesee County Industrial Development Agency, d/b/a Genesee County Economic Development Center, a New York public benefit corporation

By _____
Print Name: _____
Title: _____

LESSEE:

Print Name: _____
Title: _____

EXHIBIT A

PREMISES

EXHIBIT B

PERMITTED FERTILIZERS AND PESTICIDES

NYISO facilities study

Discussion: Upon completion of the SIS study, NYPA is requiring that a Facilities Study be completed on the proposed substation. The New York Independent System Operator, Inc. (NYISO) will complete the study, and is requesting a deposit of \$100,000 for this work. This payment and agreement was approved in February of 2020. The original agreement had a scheduled FS completion date of May Of 2020. The final Q580 FS Report Rev. 6 was issued on April 7, 2022. It took almost 2 years to finalize the FS due to the major change in the configuration of the Q580 STAMP Station and the associated additional studies needed to justify/confirm the reliability and operability of the revised configuration.

Fund commitment: An increase of \$53,000 covered under the existing \$8 million NYESD grant.

Committee action request: Recommend approval to the full Board to pay an additional \$53,000 for the Facilities Study Agreement.



NY Power Authority

KATHY HOCHUL
Governor

JOHN R. KOELMEL
Chairman

JUSTIN DRISCOLL
Interim President and Chief
Executive Officer

April 7, 2022

Attn: Mark Masse, SVP of Operations
Genesee County Economic Development Ctr
Leadership Genesee Class of 2002
99 MedTech Drive, Suite 106
Batavia, NY 14020

Invoice: Q580 Stamp Project-Inv # 1
(WBS # CMC-MAD-11-PABC)

Terms: Payment due within 30 days of receipt

Agreement: Cost Reimbursement Agreement related to Q580 WNY Stamp Load Station Project where GCEDC proposed to interconnect 350/115kv, 500/750/930 MVA to the NYS Transmission Line

Subject: Professional services in accordance with GCEDC and NYPA agreement dated February 7, 2020

Reimbursement costs associated with professional services rendered **January 2020-March 2022:**

NYPA Labor	\$ 132,271.90
NYPA Indirect & OH (15% of Total)	\$ 19,840.79
Total Amount Due	\$ 152,112.69

Remit payment via check to:

New York Power Authority
Department 116048
P.O. Box 5211
Binghamton, NY 13902-5211

Or wire payment to:

New York Power Authority
Operating Fund c/o
J.P. Morgan Chase, N.A.
ABA No. 021000021
Account No. 573-804206

TOTAL Q580 Stamp Project Costs
BILLING PERIOD: JANUARY 2020 - MARCH 2022

NYPA Labor

Energy Cntrl Ctr-S/T	\$ 229.80
Engng Support - O/T	\$ 747.10
Engng Support - S/T	\$ 111,915.75
Licensing S/T	\$ 13,490.13
MRM S/T	\$ 4,980.22
Pgen Admin - S/T	\$ 908.90
Total NYPA Labor	\$ 132,271.90

TOTAL LABOR & MATERIALS **\$ 132,271.90**

Overhead

NYPA Indirect & O/H (15% of Total)	\$ 19,840.79
Total Overhead	\$ 19,840.79

GRAND TOTAL **\$ 152,112.69**

FACILITIES STUDY AGREEMENT
Q#580 WNY STAMP LOAD STATION PROJECT

THIS AGREEMENT is made and entered into this *7th* day of *February* 2020 by and among the Genesee County Economic Development Center ("GCEDC" or "Developer"), and New York Power Authority, a corporate municipal instrumentality organized and existing under the laws of the State of New York, ("Connecting Transmission Owner"). Developer and Connecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Developer is proposing to develop a 350/115 kV, 500/750/930 MVA Load Station Project ("Load Project") consistent with the Interconnection Application and Study Request submitted by the Developer to the New York Independent System Operator (NYISO) on September 27, 2016.

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

WHEREAS, the NYISO has completed a System Impact Study and provided the results of said study to the Developer; and

WHEREAS, Developer has elected to perform a Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Load Project to the New York State Transmission System.

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Section 30.1 of Attachment X to the NYISO Open Access Transmission Tariff ("OATT") or Section 25.1.2 of Attachment S to the NYISO OATT.
- 2.0 Developer elects to perform a Facilities Study consistent with Section 3.9 and 4.5.8 of the NYISO OATT. The terms of Sections 4.5.8.1, 4.5.8.2, 4.5.8.3 and 4.5.8.4 of the NYISO OATT, as applicable, are hereby incorporated by reference herein.
- 3.0 The scope of the Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.

- 4.0 The Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required Network Upgrade Facilities to interconnect the Load Project to the New York State Transmission System, and (ii) shall address the short circuit, instability, and power flow issues identified in the System Impact Study.
- 5.0 The Developer shall provide to the Connecting Transmission Owner a deposit of \$100,000 for the performance of the Facilities Study. The time for completion of the Facilities Study is specified in Attachment A.

Connecting Transmission Owner shall invoice Developer on a monthly basis for the expenses incurred by the Connecting Transmission Owner for the Facilities Study each month as computed on a time and materials basis in accordance with the rates attached hereto (Exhibit 1). Developer shall pay invoiced amounts to Connecting Transmission Owner within thirty (30) Calendar Days of receipt of invoice. Connecting Transmission Owner shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 Miscellaneous.

- 6.1 Accuracy of Information. Except as Developer or Connecting Transmission Owner may otherwise specify in writing when they provide information under this Agreement, Developer and Connecting Transmission Owner each represent and warrant that the information it provides shall be accurate and complete as of the date the information is provided. Developer and Connecting Transmission Owner shall each promptly provide with any additional information needed to update information previously provided.
- 6.2 Disclaimer of Warranty. In preparing the Facilities Study, the Party preparing such study and any subcontractor consultants employed by it shall have to rely on information provided by the other Parties, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Party preparing the Facilities Study nor any subcontractor consultant employed by that Party makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Facilities Study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 6.3 Limitation of Liability. In no event shall any Party or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under

or in connection with this Agreement or the Facilities Study or any reliance on the Facilities Study by any Party or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any Party or its subcontractor consultants be liable for any delay in delivery or for the non-performance or delay in performance of its obligations under this Agreement.

- 6.4 Third-Party Beneficiaries. Without limitation of Sections 6.2 and 6.3 of this Agreement, Developer and Connecting Transmission Owner further agree that subcontractor consultants hired to conduct or review, or to assist in the conducting or reviewing, a Facilities Study shall be deemed third party beneficiaries of these Sections 6.2 and 6.3.
- 6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 6.5, shall continue in effect until the Facilities Study for Developer's Load Project is completed. Developer may terminate this Agreement upon the withdrawal of Developer's project from the Interconnection Application pursuant to Section 30.3.6 of Attachment X to the NYISO OATT.
- 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of law's provisions.
- 6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 6.12 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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

New York Power Authority

By: Bruce Fardanesh
Bruce Fardanesh (Feb 11, 2020)

Title: _____

Date: _____

Genesee County Economic Development Center

By: [Signature]

Title: SR VP of Operations

Date: 2/7/2020

ATTACHMENT A
SCHEDULE FOR CONDUCTING THE
FACILITIES STUDY

The Developer and Connecting Transmission Owner shall use reasonable efforts to complete the study and issue a Facilities Study report by the following date: May 30, 2020.

Study work (other than data provision and study review) that may be requested of the Developer by the Connecting Transmission Owner is specified in Exhibit 2.

Pursuant to Section 5.0 of this Agreement, the rates for the study work are attached as Exhibit 1.

ATTACHMENT B
DATA FORM TO BE PROVIDED BY DEVELOPER
WITH THE FACILITIES STUDY AGREEMENT

1. Provide location plan and simplified one-line diagram of the Project including any Network Upgrade Facilities identified in the System Impact Study. For staged projects, please indicate future equipment., etc.
2. One set of metering is required for each Project connection to the new bus or existing Connecting Transmission Owner station. Number of connections: TBD
3. On the one line indicate the required capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer ("CT/PT"))
SEE DRAWING 5S1000 SH 1
4. On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps
SEE DRAWING 5S1000 SH 1
5. Will an alternate source of auxiliary power be available during CT/PT maintenance?
 Yes No
6. Will a transfer bus on the Project side of the metering require that each meter set be designed for the total Transmission Project' capacity?
 Yes No
(Please indicate on one line diagram).
7. What type of control system or PLC will be located at the Developer's Transmission Project?
TBD
8. What protocol does the control system or PLC use?
TBD
9. Please provide a 7.5-minute quadrangle of the site. Sketch the facility, station, transmission line, and property line.
SEE DRAWING 4M1000 SH 1
10. Physical dimensions of the proposed interconnection station:
955' X 400'
11. Bus length from facility to interconnection station: N/A

12. Line length from interconnection station to Connecting Transmission Owner's transmission
APPROXIMATELY 500'
13. Tower number observed
in the Field. (Painted on
tower leg)*: TBD
14. Number of third-party easements required for transmission lines*: TBD

* To be completed in coordination with Connecting Transmission Owner.

Is the Transmission Project in the Transmission Owner's service area?

Yes No Local provider: National Grid

Please provide proposed schedule dates:

Begin Construction	Date: <u>TBD</u>
In-Service	Date: <u>October 2022</u>
Testing/Trial Operation	Date: <u>TBD</u>
Commercial Operation	Date: <u>TBD</u>

EXHIBIT 1

STUDY COSTS

Consistent with Section 30.8.1 of Attachment X to the NYISO OATT, the Developer and the Connecting Transmission Owner estimate in good faith that the Facilities Study contemplated herein will not exceed \$100,000.00. All the rates specified below are subject to adjustment. Developer shall be responsible for study costs for the Facilities Study as specified by Section 30.8.1 of Attachment X to the OATT.

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

Technical and/or Management Services \$80.00./hr. - \$ 135.00/hr.

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

EXHIBIT 2

Scope of Work for Q580 WNY STAMP Load Project Facilities Studies

The purpose of the Facilities Study (FS) is to specify and estimate the cost of the equipment, engineering, procurement, construction, installation, testing and commissioning work needed to implement the conclusions of the "System Impact Study for WNY STAMP Load Station Project, Interconnection Queue #580" ("Q580 SIS Report"), prepared by the New York Independent System Operator (NYISO), dated 10/11/2018, to reliably interconnect the proposed load project with the New York State Transmission System.

The FS is performed in accordance with Good Utility Practice and under the applicable requirements of the NYISO Open Access Transmission Tariff (OATT) Sections 3.9 and 4.5.8.

To accomplish the above, the following tasks will be performed:

1. Perform power system simulation studies (thermal, voltage, stability, and short circuit type assessments) to implement the following recommendations from the Q#580 SIS Report:
 - The Q580 SIS Report "*recommends to add a reactive power compensation of 260 MVar at the Developer's 115 kV STAMP station as a mitigation solution for voltage violations. The cost estimate of a capacitor bank(s) of 260 MVar is approximately \$2.4 M. The type and size of this compensation might be revisited at the Project facility studies*".
 - "*In sensitivity case 2, the results show that the existing 2021 system allows the Project loading to go up to 230 MW potentially without any network upgrades facilities required. If Q580 project goes in-service at the full 500 MW load level prior to the Q545A project going in-service, further evaluation will be required to clarify whether additional upgrades are needed to mitigate Q580 project's degradation on the interfaces evaluated. This evaluation will take place during a later phase, such as the Facility Studies.*"
2. Additional items to be included in the FS power system simulation scope include:
 - Q545A Empire State Line Alt (Western NY PPTN) project sensitivity: Both Q545A in service and not in service should be studied, unless the developer committed that the STAMP project will not be in service if Q545A is not in service;
 - Q721 Excelsior Energy Center Project sensitivity: Both Q721 in service and not in service should be studied;
 - Based on NPCC Directory #12 and NERC PRC-006, the STAMP load is subject to the requirement of automatic underfrequency load shedding (UFLS) scheme. Study report and NPCC approval will be required.
 - NYISO manipulated a special generation dispatch in order to minimize/eliminate the adverse impact of the proposed project on several interfaces, e.g. West Central, Volney East and NY-Ontario. The transfer limit analysis will be revisited in the FS stage.
3. Evaluate and provide cost estimates for the Network Upgrade Facility (NUF) necessary for the subject project to reliably interconnect to the Transmission Owner's system. Within the NUF category, identify the Stand Alone NUFs. NUFs include but are not limited to:
 - A new 12 breaker STAMP 345 kV station.
 - Protection relay and communication channel upgrades at Niagara 345 kV, Somerset 345 kV, N. Rochester 345 kV, and Dysinger 345 kV are required.
 - Adding a reactive power compensation of 260 MVar connected to the STAMP 115 kV bus for voltage support.
 - Other Network Upgrade Facilities that may be identified during the Facilities Study.

4. Identify and describe the following, as required to build the Project's NUF:
 - Equipment;
 - Design/engineering work;
 - Procurement;
 - Construction work;
 - Installation work; and
 - Testing and commissioning work,
5. In order to identify and describe the work required, as specified in Task 3 above, include, at a minimum, the following drawings, documents and information in the Facilities Study.
 - A simplified system one-line diagram, based on field site visits, to depict the breaker arrangement, the interconnection of the NUFs for the project, and the location of the Point of Interconnection, the Point of Change of Ownership, and the metering point(s).
 - A detailed electrical one-line diagram of the facilities identified in Task 1, above, based on field site visits, that depicts the ratings of all major equipment, protective device & relay schemes, revenue and other metering, station service and communication schemes for the Project's NUFs;
 - An overall project site plan, based on field site visits, that depicts the existing and new transmission lines and structures, location of the Project's NUF substations, rights of ways, property lines, regulated wetlands, culverts, ditches and other existing utilities in the area;
 - A substation plot plan for the Project's NUF, based on field site visits, that depicts the fenced areas, major structures, equipment, control buildings, property lines and access roads;
 - A bill of material listing major equipment, including quantities and ratings for the NUF; and
 - A description of the work (detailed scoping, design and functional specifications) required for the Project's NUFs, including, but not limited to, site work, foundations, conduit/trench system, grounding, structures, control house, AC/DC system, protective relaying, communication and metering systems, and transmission line modifications.
6. A good faith cost estimate for the Project's NUFs, including the scope of work described under Task 2, above.
 - The cost shall be estimated within (+30%; -15%) range (or if the project is in more advanced development phase, a more narrow range should be defined and used). The cost estimates should include escalation for material and labor rates if the project is anticipated to take longer than one year to construct (Transmission Owner escalation rates for outer years should be used).
 - At a minimum, the cost estimate shall be broken down into the following items for the Project's NUF, with major assumptions specified (e.g., labor rates, overhead rates, commodity costs, etc.):
 - Project Management;
 - Engineering/Design Costs;
 - Labor/Contractor Costs; and
 - Equipment and Materials.
7. Provide an estimate of the time required to complete the interconnection, with major milestone dates.
 - Milestones should include design/ engineering/ procurement/ construction/ installation/ testing/ commissioning/ commercial operation/ close out/turn over to utility of the Project's NUFs.
 - The milestones should provide for long lead items identification for procurement.
 - Provide an estimate of the time required to complete the construction associated with modifications to Transmission Owner facilities.
8. Provide a reference list of all applicable Transmission Owner functional, design and equipment specifications and drawings required to complete the detailed engineering, design, procurement, construction, testing and commissioning the Project's NUFs to include, but not limited to, the items as noted below:

STATE OF NEW YORK
GENESESE COUNTY



PROPERTY
NOT STAMP - PROJECT SCALE SITE
OWNER: [REDACTED], LEWISTON, NY
GPS COORDINATES
INTERSECTION OF TOWN AND LAND
ADJACENT TO [REDACTED] (EAST)
[REDACTED]

**DESIGN CONSIDERATIONS
AND ASSUMPTIONS**

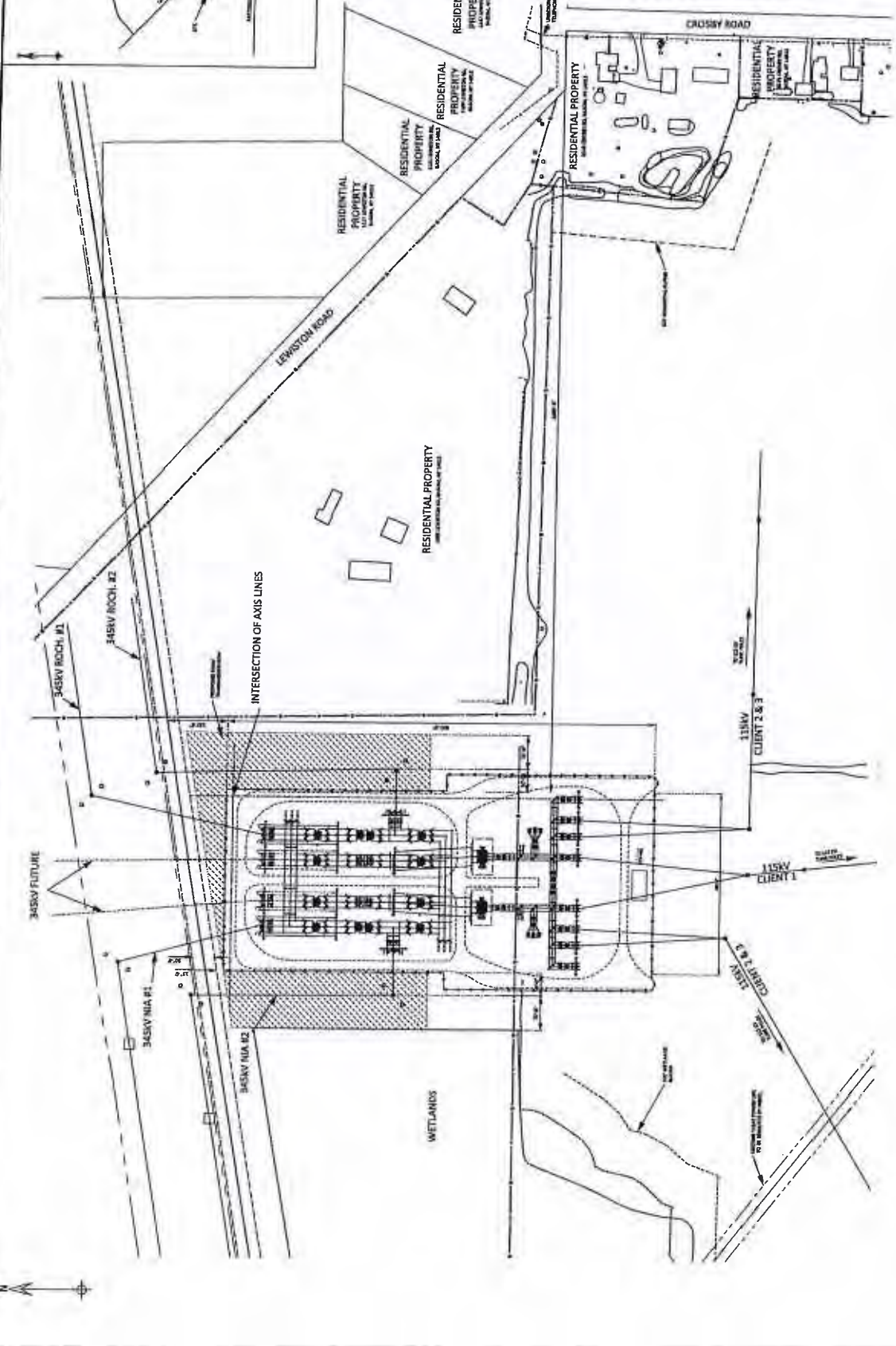
1. ALL COORDINATES AND TARGET STRUCTURES
SHALL BE CHECKED & VERIFIED.
2. ALL MARKERS SHALL BE MAINTAINED THROUGHOUT
CONSTRUCTION AND PROTECTED.
3. ALL UTILITIES SHALL BE PROTECTED.
4. EXISTING UTILITIES SHALL BE MAINTAINED THROUGHOUT
CONSTRUCTION AND PROTECTED.
5. ALL UTILITIES SHALL BE MAINTAINED THROUGHOUT
CONSTRUCTION AND PROTECTED.

LEGEND

- 1. 115KV TRANSMISSION LINE
- 2. 345KV TRANSMISSION LINE
- 3. 345KV TRANSMISSION LINE
- 4. 345KV TRANSMISSION LINE
- 5. 345KV TRANSMISSION LINE
- 6. 345KV TRANSMISSION LINE
- 7. 345KV TRANSMISSION LINE
- 8. 345KV TRANSMISSION LINE
- 9. 345KV TRANSMISSION LINE
- 10. 345KV TRANSMISSION LINE
- 11. 345KV TRANSMISSION LINE
- 12. 345KV TRANSMISSION LINE
- 13. 345KV TRANSMISSION LINE
- 14. 345KV TRANSMISSION LINE
- 15. 345KV TRANSMISSION LINE
- 16. 345KV TRANSMISSION LINE
- 17. 345KV TRANSMISSION LINE
- 18. 345KV TRANSMISSION LINE
- 19. 345KV TRANSMISSION LINE
- 20. 345KV TRANSMISSION LINE

REFERENCE DRAWINGS
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PRELIMINARY
NOT TO BE USED
FOR CONSTRUCTION



345/115KV STAMP STATION
STATION LAYOUT PLAN

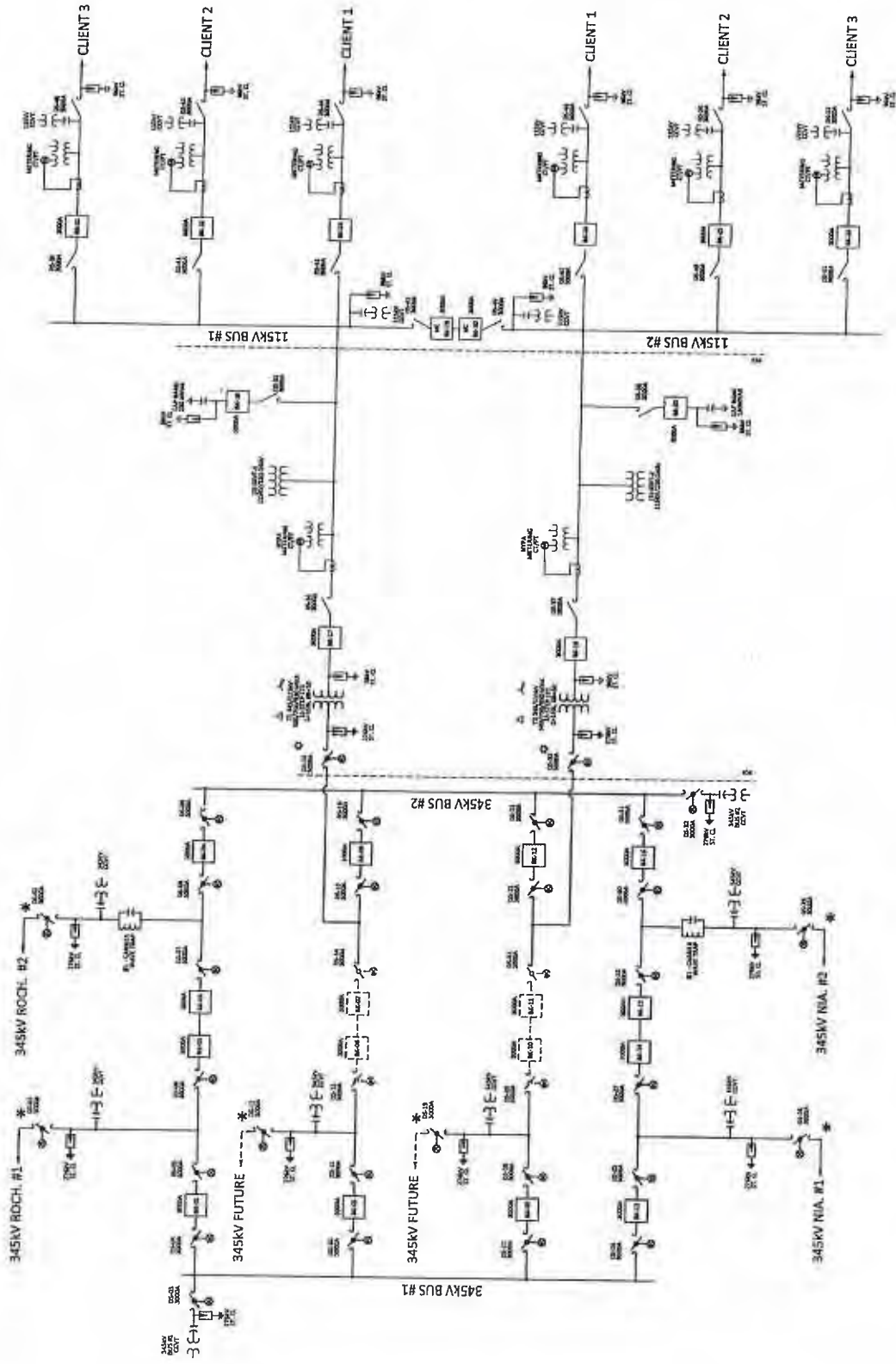
DATE: 11/19/15
PROJECT: 345/115KV
SCALE: 1" = 100'

NO.	DATE	BY	CHKD BY	DESCRIPTION
1	07/24/15	[REDACTED]	[REDACTED]	ISSUE FOR PERMITTING
2	08/20/15	[REDACTED]	[REDACTED]	ISSUE FOR PERMITTING
3	09/22/15	[REDACTED]	[REDACTED]	ISSUE FOR PERMITTING
4	10/15/15	[REDACTED]	[REDACTED]	ISSUE FOR PERMITTING
5	11/19/15	[REDACTED]	[REDACTED]	ISSUE FOR PERMITTING

6.3

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6.3



LEGEND
 * POINT OF INTERCONNECTION BETWEEN WORK
 TRANSFERRED TO NEXT DRAWING SHEET
 * POINT OF INTERCONNECTION BETWEEN WORK
 TRANSFERRED TO NEXT DRAWING SHEET

PRELIMINARY
 NOT TO BE USED
 FOR CONSTRUCTION

BLACK & VEATCH <small>Engineering and Construction Services</small>		345/115KV STAMP STATION <small>SHUTTLE CREEK SUBSTATION</small>		PROJECT NUMBER 197863	SHEET NUMBER 551000-511-1
DATE 12/20/04	DRAWN BY J. J. ...	CHECKED BY ...	APPROVED BY ...	TITLE ...	SCALE ...
REVISIONS 1. REVISED FOR FINAL DESIGN TO LIFTWORK & ...	2. REVISED FOR ...	3. REVISED FOR ...	4. REVISED FOR ...	5. REVISED FOR ...	6. REVISED FOR ...

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Signature: Bruce Fardanesh
Bruce Fardanesh Feb 11, 2020

Email: bruce.fardanesh@nypa.gov

Title: VP System Planning and Analysis

Company: NYPA

Review of Access License Agreement for Plug Power and/or affiliates for substation construction

Discussion: Phillips Lytle has prepared for the GCEDC an Access License Agreement to allow Plug Power, O'Connell Electric and their agents to enable construction of the substation on GCEDC owned property until the transfer of the property to National Grid and NYPA can be completed. Any contractors would be required to sign indemnity agreements, provide proof of insurance and list the GCEDC as an additional insured on their policy with the applicable coverage limits as set forth by the GCEDC.

Fund Commitment: None.

Committee Action Request: Recommend approval of Access License Agreement.

ACCESS LICENSE AGREEMENT

This Access License Agreement (this "Agreement") is made as of the date of the last party to sign (the "Effective Date") by and between Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, a New York public benefit corporation, having an office at 99 MedTech Drive, Batavia, New York 14020-3141 ("GCEDC") and Yellowtail Energy, LLC, a Delaware limited liability company, with an address of 28 Liberty Street, New York, New York 10005 ("Yellowtail"). GCEDC and Yellowtail are collectively referred to herein as, the "Parties".

RECITALS

A. GCEDC is the fee simple owner of certain real property located in the Town of Alabama, County of Genesee and State of New York described on Schedule A attached hereto and as further shown on the map attached hereto as Schedule B (the "STAMP Substation Parcel").

B. The STAMP Substation Parcel is part of the larger site owned by GCEDC and known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Site").

C. Plug Power Inc. ("Plug Power") or an affiliate intends to or has acquired a portion of the STAMP Site to construct and operate a green hydrogen production facility (the "Plug Facility").

D. In addition, Plug Power's affiliate, Yellowtail, intends to construct an electric substation (the "STAMP Substation") on the STAMP Substation Parcel for the benefit of the Plug Facility and the STAMP Site pursuant to the STAMP Substation Development Agreement made by and among Yellowtail, Power Authority of the State of New York ("PASNY"), Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") and GCEDC (the "Development Agreement"), which is currently being negotiated by the parties.

E. GCEDC desires to grant to Yellowtail a license on, over and through the STAMP Site for vehicular and pedestrian access to and from the STAMP Substation Parcel and a license for the development and construction of the STAMP Substation.

AGREEMENT

Now, therefore, the Parties agree as follows.

1. Grant of Access License. Subject to the terms and conditions of this Agreement, GCEDC hereby declares and establishes that there shall be a non-exclusive and revocable license for the benefit of Yellowtail for access, ingress and egress of pedestrians and vehicles on and over the portions of the STAMP Site identified on Schedule C attached hereto for the purposes of accessing the STAMP Substation Parcel (the "Access License"). This Access License shall remain in full force and effect until the completion of the STAMP Substation or the termination of the Development Agreement, whichever is earlier.

2. Grant of Construction License. Subject to the terms and conditions of this Agreement, GCEDC hereby declares and establishes that there shall be a non-exclusive and revocable license for the benefit of Yellowtail on and over the STAMP Substation Parcel for the purposes of investigating, developing and constructing the STAMP Substation (the "Construction License"). This Construction License shall remain in full force and effect until the completion of the STAMP Substation or the termination of the Development Agreement, whichever is earlier. The Access License and the Construction License are collectively referred to herein as, the "Licenses".

3. Automatic Termination. In the event that the Development Agreement is not entered into and effective within one hundred and twenty (120) days from the Effective Date, the Licenses shall automatically terminate and this Agreement shall be of no further force and effect.

4. Reservation of Fee Simple Interest. The Licenses are created solely for the benefit of Yellowtail and its affiliates [(including, but not limited to, Plug Power)], tenants, occupants, licensees, agents, employees, representatives, contractors, invitees, successors and/or assigns (collectively, the "User Parties"). In addition to the User Parties, Yellowtail may grant to PASNY and National Grid (collectively, the "Utility Parties") a sublicense to access the STAMP Substation Parcel and fulfill their obligations under the Development Agreement. Subject to the Licenses, GCEDC reserves its fee simple interest in the STAMP Site, the STAMP Substation Parcel and all rights appertaining thereto, including without limitation, the right to engage in all acts or uses not prohibited by or inconsistent with this Agreement.

5. Insurance.

(a) At all times throughout the term of this Agreement, Yellowtail shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(i) Builder's risk insurance covering loss caused by weather, fire, vandalism or theft affecting the development or construction of the STAMP Substation.

(ii) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which Yellowtail is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of Yellowtail.

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

(b) All insurance required by Section 4 and any insurance carried by the User Parties relating to the STAMP Substation shall name GCEDC as a named insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by Yellowtail and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which Yellowtail is engaged. All policies evidencing such insurance, shall provide for (i) payment of the losses of Yellowtail and GCEDC as their respective interest may appear, and (ii) at least thirty (30) days' written notice of the cancellation thereof to Yellowtail and GCEDC.

(c) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with GCEDC on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, the Yellowtail shall furnish GCEDC evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

(d) Within one hundred twenty (120) days after the end of each of its fiscal years, Yellowtail shall file with GCEDC a certificate of Yellowtail to the effect that the insurance it maintains with respect to this Agreement complies with the provisions of this Section and that duplicate copies of all policies or certificates thereof have been filed with GCEDC and are in full force and effect.

6. Compliance with Laws. Throughout the term of this Agreement, Yellowtail, at its own sole cost and expense, shall promptly comply and cause the User Parties to comply with all present and future laws, ordinances, rules, regulations and requirements of all governmental authorities, which may be applicable to STAMP Site or the construction of the STAMP Substation.

7. Limitation on Recourse. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any of the members, partners, shareholders or owners of the Parties, the User Parties, the Utility Parties, or any of its or their respective directors, officers, partners, managers, employees or agents (each, a "Party Protected Person"), for the payment of any amounts due or the performance of any other obligation of such Parties, User Parties or Utility Parties under this Agreement. In furtherance of the foregoing, the Parties agree that neither shall seek nor obtain, nor be entitled to seek or obtain, any deficiency or other judgment against any Party Protected Person for any action or inaction under or in connection with this Agreement, and each party hereby releases any Party Protected Person from any such claims.

8. Indemnification. The Parties, the User Parties and the Utility Parties shall keep, save and hold harmless one another, respectively, from any and all claims, damages and liability arising from or out of their use of the STAMP Site or STAMP Substation Parcel; or arising from the acts or omissions of the Parties, the User Parties or the Utility Parties; or from any loss or damage arising from any negligence or willful misconduct by the Parties, the User Parties or the Utility Parties.

9. Environmental Condition. GCEDC represents and warrants to Yellowtail that, to GCEDC's knowledge and without any duty of inquiry or investigation, (a) GCEDC has not received any notice of any violation of any environmental laws or regulations related to the STAMP Substation Parcel (or any portion thereof) and (b) GCDEC is not aware of the existence of any hazardous materials or other environmental conditions at the STAMP Substation Parcel (or any portion thereof), except as disclosed in the (i) Phase I Environmental Site Assessment of the Wyder Estate Properties (Parcel No. 10.-1-3, 10.-1-13, and 10.-1-42) dated March 2013 and prepared by Watts Architecture & Engineering, (ii) Phase II Environmental Site Investigation for the Wyder Parcel 10.-1-42 dated December 11, 2013 and prepared by Watts Architecture & Engineering and (iii) Phase I Environmental Site Assessment for Del Mar Farms (Parcel No. 6.-1-72.111) dated November 2019 and prepared by CPL Architecture Engineering and Planning.

10. Subsequent Owners Bound; Agreement Runs with Land. The provisions of this Agreement shall run with the land and shall bind and inure to the benefit of and be

enforceable by the Parties and any future owners of all or any portion of the land, and their respective successors and assigns.

11. No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement to the general public for any public use or purpose whatsoever, it being GCEDC's intention that this Agreement is only for the benefit of Yellowtail, the User Parties and the Utility Parties.

12. Amendment, Modification or Termination. This Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties.

13. Invalidity. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any conflict of law provision. Any disputes arising hereunder shall be settled in the state courts sitting in the County of Genesee, State of New York or the federal courts in the Western District of New York, and both Parties consent to the personal jurisdiction of said courts and agree not to challenge or assert any defense to the jurisdiction of said courts.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their respective duly authorized representatives, with the intention that it be effective as of the Effective Date.

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

Date: _____

By: _____
Name: _____
Its: _____

Yellowtail Energy, LLC

Date: _____

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT

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

On this ____ day of _____ in the year 2022, before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this ____ day of _____ in the year 2022, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A
(Legal Description)

[to be inserted]

SCHEDULE B
(Map of STAMP Substation Parcel)

[to be inserted]

SCHEDULE C
(Map of Access to STAMP Site)

[to be inserted]