

Genesee County Economic Development Center Meeting Agenda

Thursday, February 6, 2025
 Location: 99 MedTech Drive, Innovation Zone

PAGE #	1.0 Call to Order	
	1.1 Enter Executive Session	4:00pm
	Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:	
	1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.	
	2. Discussions regarding proposed, pending or current litigation.	
	1.2 Enter Public Session	4:25pm
	2.0 Chairperson's Report & Activities	4:25pm
	2.1 Upcoming Meetings:	
	Next Scheduled Board Meeting: Thursday, March 6th at 4 p.m.	
	Audit & Finance Committee Meeting: Tuesday, March 4 th at 8:30 a.m.	
	STAMP Committee Meeting: Wednesday, March 5 th at 8 a.m.	
	2.2 Agenda Additions / Deletions / Other Business **Vote	
	2.3 Minutes: January 14, 2025 **Vote	
	3.0 Report of Management –	4:25pm
	3.1 Graham Corporation – Final Resolution – C. Suozzi	
	a. UTEP **Vote – C. Suozzi	
	b. Final Resolution **Vote – C. Suozzi	
	3.2 202 Oak Street (Super 8 Hotel) – Final Resolution – C. Suozzi	
	a. UTEP **Vote – C. Suozzi	
	b. Final Resolution **Vote – C. Suozzi	
	c. Referral Fee: BDC **Vote – C. Suozzi	
	3.3 Local Labor Waiver Request – Atlas Copco / Edwards Vacuum **Vote – M. Masse	
	3.4 Annual Meeting – J. Krencik	
	4.0 Audit & Finance Committee – K. Manne	4:35pm
	4.1 December 2024 Unaudited Financial Statements **Vote	
	4.2 D&O Insurance **Vote	
	4.3 Cyber Insurance **Vote	
	4.4 Economic Blueprint / Competitiveness Report **Vote	
	5.0 Governance & Nominating Committee – C. Yunker	4:45pm
	5.1 Nothing at this time.	
	6.0 STAMP Committee – P. Zeliff	4:45pm
	6.1 Approval of CRA with National Grid - \$205,814 **Vote	
	6.2 Approval of CRA with National Grid - \$719,778 **Vote	
	6.3 Approval of CRA with National Grid - \$500,000 **Vote	
	6.4 Part 182 Mitigation Invoice – Norm Giess **Vote	
	7.0 Employment & Compensation Committee – M. Gray	4:55pm
	7.1 Organizational Chart **Vote	
	7.2 Standard Workday Resolution **Vote	
	8.0 Housing Committee – P. Battaglia	5:00pm
	8.1 Nothing at this time.	
	9.0 Other Business	5:00pm
	9.1 Nothing at this time.	
	10.0 Adjournment	5:00pm

2-13

14-21

22-23

24-37

38-45

46-47

48-58

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60-65

66-69

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82-96

97-109

110-123

124-125

126

127-128



GCEDC Board Meeting
Thursday, January 16, 2025
Location: 99 MedTech Drive, Innovation Room
4:00 PM

GCEDC MINUTES

Attendance

- Board Members: P. Battaglia, C. Yunker (Video Conference*), M. Gray, C. Kemp, P. Zeff, M. Clattenburg, K. Manne
- Staff: M. Masse, L. Farrell, E. Finch, J. Krencik, C. Suozzi, L. Casey, P. Kennett
- Guests: M. Brooks (GGLDC Board Member), D. Cunningham (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), J. Tretter (GGLDC Board Member), G. Torrey (GGLDC Board Member), R. Gaenzle (Harris Beach), M. Fitzgerald (Phillips Lytle), M. Landers (Genesee County Manager), T. Hathaway (BID), N. Morelle (Ostroff Associates), T. Zawadzki (Rudra Management), J. Patel (202 Oak St LLC), E. Sakeek (202 Oak St LLC), B. Quinn (Daily News), B. Cousins (Genesee County Chamber of Commerce), S. Stein (Genesee County Chair), M. Pettinella (The Batavian), A. Kennedy (Ostroff Associates / Video Conference), R. Crossen (Town of Alabama Supervisor / Video Conference) E. Wells (e3communications / Video Conference)

Absent:

*Attending from a physical location identified in the meeting notice as open to the public.

1.0 Call to Order

P. Zeff called the meeting to order at 4:08 p.m. in the Innovation Zone.

Presentation – A. Kennedy (Ostroff Associates) – A. Kennedy attended the meeting via video conference to give an overview of their services that support economic development in Genesee County. He stated that the firm did a lot of work for the \$56M FAST NY award; it has helped resolve some of the wastewater treatment issues. They coordinated visits with various state officials and worked closely with Empire State Development. A. Kennedy also stated that they continue to work with NYSDOT for rail grants and work closely with other media consultants. Ostroff Associates also keeps up to date on the changing legislation for the makeup of IDA Boards and monitors and informs when applicable. They also work closely with the DEC on permitting. A. Kennedy stated that their monthly services are the same rate as 2024 and looks forward to continuing to work with the team and the board to support growth in Genesee County.

P. Zeff requested that a monthly report of activity is included with their invoice each month. A. Kennedy stated that they could accommodate this request.

Presentation – 202 Oak Street (Super 8 Hotel) – T. Zawadzki stated that the project, 202 Oak Street, is now a closed Super 8 Hotel that was purchased for \$1.1M. The project is estimated to require an

additional \$1.1M in renovations. It is going to be a Baymont Hotel which is part of Wyndham, which upholds a high brand standard. The project seeks the assistance of the PILOT program.

The Board asked the following questions related to this project:

Q) Is it only the West building that will be renovated?

A) Yes

Q) Do they own more hotels in the area?

A) They also own the La Quinta, Red Roof Inn, and there is some relationship with the Quality Inn.

Q) How will this location differ from what they are already offering?

A) It will be mid-range service (no pool or amenities) and is targeted for the traveler or businessperson coming through.

Q) How long will it take to finish the renovation?

A) It will take about 6 months.

Q) On a yearly basis how much business are they doing with outside entities that do not have a bed tax?

A) None in this market. There are strict rules in this franchise that prevent them from doing such.

T. Zawadzki stated that there will be 54 rooms, and they feel this is the appropriate need in Batavia. B. Cousins (Genesee County Chamber) supported this assumption. The people involved with this transaction have vast experience in the hotel industry and have analyzed the markets and feel comfortable moving forward with this project.

B. Cousins, T. Hathaway, N. Morelle, T. Zawadzki, J. Patel, E. Sakeek, B. Quinn, and A. Kennedy left the meeting at 4:21 p.m.

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 4:22 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.
2. Discussions regarding proposed, pending, or current litigation.

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

1.2 Enter Public Session

P. Zelif made a motion to enter back into public session at 4:55 p.m., seconded by M. Gray and approved by all members present.

S. Stein and M. Pettinella joined the meeting at 4:55 p.m.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, February 6th at 4:00 p.m.

Audit & Finance Committee Meeting: Tuesday, February 4th at 8:30 a.m.

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STAMP Committee Meeting: Wednesday, February 5th at 8:00 a.m.

Governance and Nominating Committee Meeting: Thursday, February 6th at 3:00 p.m.

An Employment and Compensation Committee Meeting should be added to the schedule in February.

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

2.3 Minutes: December 5, 2024 and December 18, 2024 –

M. Gray made a motion to accept the December 5, 2024 and December 18, 2024 minutes as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes (Video Conference*)
K. Manne -	Yes	C. Kemp -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
P. Zelif -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 Project Hydroscale (Potentia Holdings, LLC) – Initial Resolution – This proposed project is approximately 43 acres of real property located at Crosby Road in the Town of Alabama, Genesee County, New York and all other lands in the Town of Alabama where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project. This includes the planning, design, construction and leasing of two (2) approximately 450,000 square foot data processing facilities, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements and the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property.

Resolution No. 01/2025 - 01

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

M. Clattenburg made a motion to accept Initial Resolution #1/2025-01, authorizing the acceptance of the application and scheduling of a public hearing as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes (Video Conference*)
K. Manne -	Yes	C. Kemp -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
P. Zelif -	Yes		

The item was approved as presented.

3.2 Project Rampart – Initial Resolution – The proposed project is approximately 67 acres of real property located at Crosby Road in the Town of Alabama, Genesee County, New York and all other lands in the Town of Alabama where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project. This includes the planning, design, construction and leasing of an approximately 750,000 square foot data processing facility, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements and the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property.

Resolution No. 01/2025 - 02

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

M. Gray made a motion to accept Initial Resolution #1/2025-02, authorizing the acceptance of the application and scheduling of a public hearing as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes (Video Conference*)
K. Manne -	Yes	C. Kemp -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
P. Zelfiff -	Yes		

The item was approved as presented.

3.3 Project Stream – Initial Resolution – This proposed project is approximately 60 acres of real property located at Crosby Road in the Town of Alabama, Genesee County, New York and all other lands in the Town of Alabama where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project. This includes the planning, design, construction and leasing of three (3) buildings totaling approximately 900,000 square feet to accommodate certain data processing related space, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements and the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property.

Resolution No. 01/2025 - 03

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

P. Battaglia made a motion to accept Initial Resolution #1/2025-03, authorizing the acceptance of the application and scheduling of a public hearing as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes (Video Conference*)
K. Manne -	Yes	C. Kemp -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
P. Zeliff -	Yes		

The item was approved as presented.

3.4 202 Oak Street (Super 8 Hotel) – Initial Resolution - 202 Oak St, LCC is renovating the former Super 8 Hotel which has been idle for a few years since the Covid pandemic. The company will be renovating 54 units in the city of Batavia for a total capital investment of \$2,502,036.

This project proposes creating 11.5 new full-time equivalent (FTE) positions.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$104,163, a mortgage tax exemption estimated at \$19,000 and a property tax abatement estimated at \$257,823 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Once ramped up, the project is projecting to assist over \$40,000 annually in Bed Tax revenue to the county.

Resolution No. 01/2025 - 04

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF 202 OAK ST LLC WITH RESPECT TO A CERTAIN PROJECT, (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

M. Gray made a motion to accept Initial Resolution #1/2025-04, authorizing the acceptance of the application and scheduling of a public hearing as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

3.5 Graham Corporation – Initial Resolution - Graham is constructing a new Radiographic Testing building, which will be an addition to an existing manufacturing building (#9) at their site in the city of Batavia for a total capital investment of \$3,300,000.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$120,000 and a property tax abatement estimated at \$20,934 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

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

M. Gray made a motion to accept Initial Resolution #1/2025-05, authorizing the acceptance of the application and scheduling of a public hearing as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes (Video Conference*)
K. Manne -	Yes	C. Kemp -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
P. Zelif -	Yes		

The item was approved as presented.

3.6 ACT Work Ready Communities Certification Update – C. Suozzi stated that there are four criterions to get certified as an ACT Work Ready Community. S. Eigenbrod and C. Suozzi achieved the first criteria which is to gain the support of at least 92 companies. Most schools in Genesee County are also participating with the goal of testing 11th and 12th graders in work keys. There are three assessments that measure applied math, literacy and workplace documents. When students take this test, they earn an NCRC, which is a national credential that demonstrates an individual's skill level to an employer. It helps an employer identify what skills an individual is entering the workforce with and how to best upskill them or identify additional support and training that may be needed to be successful. Oswego County is the only other county that is certified, and Genesee County is positioned to be the second.

4.0 Audit & Finance Committee

4.1 November 2024 Financial Statements – L. Farrell reviewed the November 2024 financial statements with the Board. The following was noted:

- On the balance sheet, unrestricted cash increased by about \$2M. In November, we closed on two projects, including GSPP Route 262 Solar and the increase in mortgage tax exemption for the Hecate Solar project.
- On the P&L, there is \$2.1M in origination fees from the projects that closed and were mentioned previously.
- For expenditures, we are where we would anticipate being at this time of year.
- Other than the above-mentioned items, there is normal monthly activity.

The November Financial Statements were recommended for approval by the committee.

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

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P. Battaglia - Yes	C. Yunker - Yes (Video Conference*)
K. Manne - Yes	C. Kemp - Yes
M. Clattenburg - Yes	M. Gray - Yes
P. Zelif - Yes	

The item was approved as presented.

4.2 2025 County Funding Contract - The 2025 County Funding Contract was included with Board materials. The funding will remain the same as the previous year's amount of \$233,513 plus an additional \$25,000 to be used for administration of a workforce development program.

This item was recommended for approval by the Committee.

K. Manne made a motion to approve the 2025 County Funding Contract as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia - Yes	C. Yunker - Yes (Video Conference*)
K. Manne - Yes	C. Kemp - Yes
M. Clattenburg - Yes	M. Gray - Yes
P. Zelif - Yes	

The item was approved as presented.

4.3 ECIDA Shared Services Contract - The GCEDC has a shared services agreement with Erie County Industrial Development Agency (ECIDA) for on call IT support services. The GCEDC has had this agreement since 2016 and has been very pleased with the service and response time to our issues. We would like to continue this agreement in 2025. The agreement is at an hourly rate of \$95. They also provide anti-virus software (\$720 annually), CRM Hosting (\$2,200 annually) and any version upgrade would be \$500 for each occurrence as required. Since 2016 there was a \$10 per hour increase in the hourly rate (2022). ECIDA no longer hosts the website. That service is provided by 360 PSG. All other amounts have remained the same as last year.

Fund commitment: Not to exceed \$5,000 as included in Professional Services, and \$3,420 as included in Dues & Subscriptions line items of the 2025 budget.

Committee action request: Recommend approval of a not to exceed amount of \$8,420 for on call IT support services, anti-virus software, CRM hosting and upgrades with ECIDA for 2025.

K. Manne made a motion to approve the ECIDA Shared Services Contract not to exceed \$8,420 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

This item was recommended for approval by the Committee.

P. Battaglia - Yes	C. Yunker - Yes (Video Conference*)
K. Manne - Yes	C. Kemp - Yes
M. Clattenburg - Yes	M. Gray - Yes
P. Zelif - Yes	

The item was approved as presented.

4.4 Government Relations Contract – Ostroff Associates - The GCEDC has utilized Ostroff Associates as its lobby firm in Albany with Andrew Kennedy being our point of contact. They prepared a summary of the activity in 2024, which was distributed at the Board meeting. A. Kennedy spoke about this activity during his presentation at the beginning of the meeting. The agreement in 2024 was a month-to-month basis with a 30-day notice for termination. We would like to have the Board approve this proposal at \$5,000 per month through December 2025. The GCEDC will still have a 30-day cancellation notice.

Fund commitment: \$60,000 from the government relations budget line item.

Committee action request: Recommend approval of the proposal to the full Board.

The Committee requested that Ostroff Associates provide a summary of activity in their monthly invoice, which A. Kennedy (Ostroff Associates) confirmed could be done.

This item was recommended for approval by the Committee.

L. Farrell also stated that there is also a \$200 Commission on Ethics and Lobbying in Government Registration Fee.

K. Manne made a motion to approve the \$60,000 Government Relations Contract with Ostroff Associates plus a \$200 registration fee as discussed above; the motion was seconded by M. Gray. Roll call resulted as follows:

P. Battaglia - Yes	C. Yunker - Yes (Video Conference*)
K. Manne - Yes	C. Kemp - Yes
M. Clattenburg - Yes	M. Gray - Yes
P. Zeff - Yes	

The item was approved as presented.

4.5 Batavia Home Fund - The homeowner is looking to make improvements to the exterior (new siding) which qualifies under Eligible Activities item #6 Grants to support owner occupied single family exterior rehabilitation (maximum award of \$10,000). They are seeking a grant of \$10,000. Their total cost of construction is \$38,745. This grant and homeowner improvement to the residence would improve the blighted look of this residence as compared to the majority of the homes in that area that have been recently renovated.

Fund commitment: \$10,000 from the Batavia Home Fund contingent upon all terms and conditions of the work being completed in accordance with the policy.

Committee action request: The Housing Oversight Committee of the Batavia Home Fund met and approved this application. Seeking Board authorization to release the funds in accordance with the terms and conditions of the Batavia Home Fund.

This item was recommended for approval by the Committee.

K. Manne made a motion to approve the release of grant funds in the amount of \$10,000 in accordance with the terms and conditions of the Batavia Home Fund; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia - Yes	C. Yunker - Yes (Video Conference*)
K. Manne - Yes	C. Kemp - Yes
M. Clattenburg - Yes	M. Gray - Yes
P. Zelif - Yes	

The item was approved as presented.

4.6 Invest Buffalo Niagara - Invest Buffalo Niagara (InBN) is a non-profit regional economic development organization supported by a team of private and public-sector leaders dedicated to improving economic performance in Buffalo Niagara/ Western New York. InBN's primary goals are to retain and expand existing business and to professionally market the region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, InBN collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities.

The funding requested to support InBN is an integral partner in our sales/marketing efforts for the attraction of new companies to our community. Other services beyond regional site selection include marketing and design services, online property listing (CLS system) for development sites, data and demographics reports for business development support, graphics support for brochures, ads, and other marketing collateral, as well as publicizing and supporting the GCEDC and STAMP initiative in Western New York/ Western New York Regional Council. InBN staff have shown a tireless commitment to supporting and advocating for our economic development goals and strategies particularly as it relates to STAMP.

Board Request: An investment renewal of \$25,000 for continued marketing and business development support for one year. This investment cost was anticipated and contained in the 2025 budget.

This item was recommended for approval by the Committee.

K. Manne made a motion to approve the Invest Buffalo Niagara Contract not to exceed \$25,000; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia - Yes	C. Yunker - Yes (Video Conference*)
K. Manne - Yes	C. Kemp - Yes
M. Clattenburg - Yes	M. Gray - Yes
P. Zelif - Yes	

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zelif

6.1 Payment to the Village of Oakfield – The GCEDC, STAMP Sewer Works Corp. and the Village of Oakfield are working together on the design, construction and operation of a new force main sewer line

from the STAMP Site to the Village of Oakfield Wastewater Treatment Facility ("Oakfield WWTF") to provide wastewater treatment services to STAMP. In May of 2024, these three entities entered into an MOU whereby the GCEDC would pay the Village of Oakfield for engineering costs incurred to review the design plans for the force main and potential upgrades to the existing WWTF.

Fund Commitment: \$12,532.50 to be covered under the \$8 million grant.

Committee Action request: Recommend approval of paying the Village of Oakfield engineering costs that are covered under the MOU.

This item was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Payment to the Village of Oakfield for engineering costs that are covered under the MOU not to exceed \$12,532.50 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes (Video Conference*)
K. Manne -	Yes	C. Kemp -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
P. Zeliff -	Yes		

The item was approved as presented.

6.2 Escrow Agreement – Expenses - The GCEDC board has required three data center projects that are looking at overlapping acreage to enter into agreements to cover the costs incurred by the GCEDC regarding their projects. The GCEDC Board approved the draft Escrow Agreement at the 10/31/24 Board Meeting. \$25,000 deposits have been received from each of the companies. Funds are to be replenished as necessary.

Included with the meeting materials were three proposed engagement letters with Phillips Lytle engaging them to do the required work related to reviewing these projects. The escrow agreements state that the "Applicant shall reimburse the GCEDC for its documented, invoiced out of pocket Consultant fees incurred in connection with the review of the Project".

Fund Commitment: The total amount is to be determined. Total expenses would not exceed the total funds received from these companies under the Escrow Agreements.

Board Action Request: Recommend authorization to pay expenses related to the executed Escrow Agreements in place with three data center projects.

The Committee has recommended that the payment of invoices should not exceed the deposit amounts received per data center company.

This item was recommended for approval by the Committee.

P. Zeliff made a motion to approve the payment of invoices to Phillips Lytle related to the data centers not to exceed \$25,000 per company which will be paid from deposits received; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes (Video Conference*)
K. Manne -	Yes	C. Kemp -	Yes

M. Clattenburg – Yes
P. Zeliff - Yes

M. Gray - Yes

The item was approved as presented.

6.3 Onsite Water Storage Tank Bids - The GCEDC went out to bid for an onsite water storage tank that would connect to the potable water system at STAMP and the Town of Alabama. The bid was put out as one project but with three base bids as follows:

- A. 500,000-gallon storage tank.
- B. 1,000,000-gallon storage tank.
- C. 2,000,000-gallon storage tank.

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

Clark Patterson Lee provided a recommendation for an award letter, which was included in the Board materials.

Fund commitment: \$4.2 million from the NYS \$56 million and any excess would be paid out of the land sale proceeds from Apple Tree Acres Park.

Committee action request: Committee to discuss which tank size and bid to award.

This item was recommended for approval by the Committee.

P. Zeliff made a motion to approve the base bid of .5 million gallons for the Onsite Water Storage Tank to DN Tanks; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia - Yes
K. Manne - Yes
M. Clattenburg – Yes
P. Zeliff - Yes

C. Yunker - Yes (Video Conference*)
C. Kemp - Yes
M. Gray - Yes

The item was approved as presented.

7.0 Employment & Compensation – M. Gray

7.1 Nothing at this time

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, P. Battaglia made a motion to adjourn at 5:12 p.m., which was seconded by M. Gray and passed unanimously.

*Mem
1/8/25*

Customer Information

Potential Customer:	Graham Corporation	Opportunity Type:	Expansion
Project Street Address:	20 Florence Avenue	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	City of Batavia	Type of Project:	Expansion
Project Description:	2025 Expansion	New Jobs:	N/A
Total Capital Investment:	\$3,300,000	Retained Jobs:	357 ✓
Incentive Amount:	\$140,934	School District:	Batavia
Benefited Amount:	\$3,300,000	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:	1/16/2025 Inducement Date: TBD

Opportunity Summary: Graham is constructing a new Radiographic Testing building, which will be an addition to an existing manufacturing building (#9) at their site in the city of Batavia for a total capital investment of \$3,300,000.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$120,000 and a property tax abatement estimated at \$20,934 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Economic Impact: The Fiscal impacts (discounted value) on Local Benefits totals \$1,227,969 (\$1,207,320 in payroll and \$20,649 to the public in tax revenues). For every \$1 of public benefit the company is investing \$16 into the local economy.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$2,500,000
Equipment (non-taxable):	\$800,000
Total Capital Investment:	\$3,300,000

Estimated Benefits Provided

Sales Tax Exempt:	\$120,000 ✓
Property Tax Exempt:	\$20,934 ✓
Total Estimated Tax	\$140,934 ✓
Total Amount Financed:	\$3,300,000 ✓

MAY 1/8/25

Genesee County Industrial Development Agency

MRB Cost Benefit Calculator



Date: January 16, 2025
 Project Title: Graham
 Project Location: Batavia, NY

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT
 Project Total Investment
 \$3,300,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	12	4	16
Earnings	\$1,033,842	\$173,478	\$1,207,320
Local Spend	\$2,500,000	\$622,543	\$3,122,543

Ongoing (Operations) Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	0	0	0
Earnings	\$0	\$0	\$0

Figure 1

Net Benefits



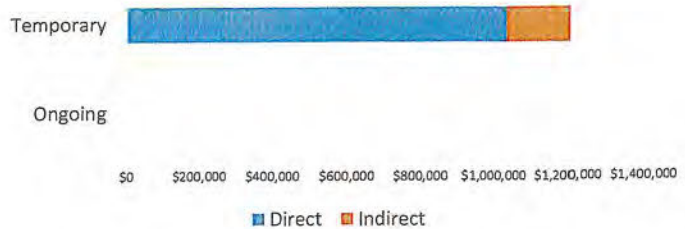
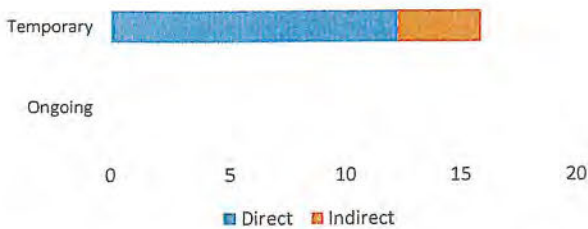
Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3

Total Jobs

Total Earnings



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$20,934	\$19,142
Sales Tax Exemption	\$120,000	\$120,000
Local Sales Tax Exemption	\$60,000	\$60,000
State Sales Tax Exemption	\$60,000	\$60,000
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
Total Costs	\$140,934	\$139,142

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$1,229,727	\$1,227,969 ✓
To Private Individuals	\$1,207,320	\$1,207,320 ✓
Temporary Payroll	\$1,207,320	\$1,207,320
Ongoing Payroll	\$0	\$0
Other Payments to Private Individuals	\$0	\$0
To the Public	\$22,407	\$20,649 ✓
Increase in Property Tax Revenue	\$13,956	\$12,198
Temporary Jobs - Sales Tax Revenue	\$8,451	\$8,451
Ongoing Jobs - Sales Tax Revenue	\$0	\$0
Other Local Municipal Revenue	\$0	\$0
State Benefits	\$62,781	\$62,781
To the Public	\$62,781	\$62,781
Temporary Income Tax Revenue	\$54,329	\$54,329
Ongoing Income Tax Revenue	\$0	\$0
Temporary Jobs - Sales Tax Revenue	\$8,451	\$8,451
Ongoing Jobs - Sales Tax Revenue	\$0	\$0
Total Benefits to State & Region	\$1,292,508	\$1,290,749

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$1,227,969	\$79,142	16:1 ✓
State	\$62,781	\$60,000	1:1
Grand Total	\$1,290,749	\$139,142	9:1

*Discounted at 2%

Additional Comments from IDA

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

MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date
 Project Title
 Project Location

Construction Phase - Project Assumptions

Project Costs
 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%	\$2,500,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$2,500,000

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

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

NAICS Lookup

Year 1 - Enter NAICS	NAICS	Count	Per Job Annual Earnings	Total Earnings
Plate Work Manufacturing	332313	0		\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
Total		0		\$0

Year 2	NAICS	Count	Per Job Annual Earnings	Total Earnings
Plate Work Manufacturing	332313	0	\$0	\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
Total		0		\$0

Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
Plate Work Manufacturing	332313	0	\$0	\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
<input type="text" value="0"/>	<input type="text" value="0"/>			\$0
Total		0		\$0

Fiscal Impact Assumptions

Estimated Costs of Incentives

<p>Sales Tax Exemption <input type="text" value="\$120,000"/> ✓</p> <p>Local Sales Tax Rate <input type="text" value="4.00%"/> \$60,000</p> <p>State Sales Tax Rate <input type="text" value="4.00%"/> \$60,000</p> <p>Mortgage Recording Tax Exemption</p> <p>Local <input type="text" value="0.50%"/> \$0</p> <p>State <input type="text" value="0.50%"/> \$0</p> <p>Total Costs <input type="text" value="\$140,934"/> <i>Includes PILOT exemption, calculated below</i></p>	<p>PILOT Term (Years) <input type="text" value="10"/></p> <p>Escalation Factor <input type="text" value="0%"/></p> <p>Discount Factor <input type="text" value="2%"/></p>
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Client Company Investment Project Financial Assistance PROPOSAL

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

Project Profile:				
Company: Date: 10/11/24				
Project Description:	inputs	Graham 2025	building cost	non-mfg equipment
Project Cost		\$ 2,500,000	\$ 2,500,000	\$0
Project Cost subject to Sales Tax		\$ 1,500,000	60% bldg cost + non mfg equip	
Project Cost to be Financed via Mortgage			80%	✓
Estimated Assessed value of Real Property/Building upon completion*		\$ 100,000	-	2,000 sq ft
Jobs Created: next 3 years			-	\$ 50.00 Assessed \$/sq/ft
Jobs Retained: next 3 years		340		

Applicable GCEDC Products:				
		1 Year View	3 Year View	Project Lifetime
Financial Assistance: Cost Reduction Through Tax Savings:				
Sale/Leaseback (SLB):				
Sales Tax Exemption (Savings):	8.00%	\$ 120,000	\$ 120,000	\$ 120,000
Mortgage Tax Exemption (Savings):	1.00%	-	-	-
Real Property Tax Abatement (PILOT):				
Average Abatement (savings %) over project life	40%		40%	
PILOT Term in years	10			
Gross Property Tax Costs	\$34.89	\$ 3,489	\$ 10,467	\$ -
Payment Schedule (% Real Property Taxes Paid)				60%
Net Required Property Tax payments per PILOT				\$ -
PILOT Real Property Tax Savings (Next taxable year)		\$ 3,489	\$ 10,467	\$ 20,934
Total Tax Savings via Sale/Leaseback (SLB):		\$ 123,489	\$ 130,467	\$ 140,934
Financing: Cost Reduction via low cost financing (below prime rate):				
Revolving Loan Fund (RLF):				
	\$ Financed	Term in mo	RLF APR	Prime + 1%
Loan Factors:				
Interest Rate Savings:		\$ -	\$ -	\$ -
Gross Cost Savings via GCEDC programs:		\$ 123,489	\$ 130,467	\$ 140,934

Participation Fees (Costs):				
GCEDC Application Fee (non-refundable):		\$ 250		
GCEDC Project Fee (% Total Project Cost):	1.25%	\$ 31,250		
Legal Fees: SLB (Contract Development, Documentation, Filing fees):		\$ 6,000		
Legal Fees: RLF (Contract Development, Documentation, Filing fees):				
Total Participation Fees:		\$ 37,500		
Summary:				
Total Costs Savings / Benefits via GCEDC programs(after participation f		\$ 85,989	\$ 92,967	\$ 103,434
Total Benefits as % Total Project Cost:		3%	4%	4%
Return on Investment (ROI) = Net Savings / Participation Fees:		229%	248%	276%

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 CLOSES 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!

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 20

Gross Property Tax Per Year \$ 3,489

Year of Exemption	% of Paid Taxes	Net Savings	Municipalities	
			Tax to be Paid	Total
1	20%	\$2,791	\$ 698	\$3,489
2	20%	\$2,791	\$ 698	\$3,489
3	20%	\$2,791	\$ 698	\$3,489
4	30%	\$2,442	\$ 1,047	\$3,489
5	30%	\$2,442	\$ 1,047	\$3,489
6	30%	\$2,442	\$ 1,047	\$3,489
7	50%	\$1,745	\$ 1,745	\$3,489
8	50%	\$1,745	\$ 1,745	\$3,489
9	70%	\$1,047	\$ 2,442	\$3,489
10	80%	\$698	\$ 2,791	\$3,489
Total	40%	\$20,934 ✓	\$13,956 ✓	\$34,890 ✓

To be paid 100%

Fire District fee

\$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -



**Genesee
County
Economic
Development
Center**

Project Name: Graham Corporation

Board Meeting Date: January 16, 2025

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1/8/25

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

PROJECT DESCRIPTION:

Graham is constructing a new Radiographic Testing building, which will be an addition to an existing manufacturing building (#9) at their site in the city of Batavia for a total capital investment of \$3.3 M. ✓

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$120,000 ✓ and a property tax abatement estimated at \$20,934 ✓ based on the incremental increase in assessed value via a new traditional 10-year PILOT.

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

Project details: The project is planning on retaining current jobs (357 FTE's) ✓ with annual salaries of \$52,000 + benefits.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with an investment of \$3.3M ✓ and construction of an 2,000 sq. ft. facility in the city of Batavia.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

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22

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 \$1,227,969 (\$1,207,320 in payroll and \$20,649 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$16 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: Advanced Manufacturing company

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 March and be operational by end of 2025.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

MEM
1/23/25

FINAL RESOLUTION
(Graham Corporation Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, February 6, 2025.

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

Resolution No. 02/2025 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON JANUARY 30, 2025, WITH RESPECT TO THE GRAHAM CORPORATION (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECT AND (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

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

WHEREAS, the Agency previously undertook a certain project (the "2020 Project") for the benefit of **GRAHAM CORPORATION** (the "Company") consisting of: (A) the acquisition by the Agency of a leasehold or other interest in certain land located at 20 Florence Avenue, City of Batavia, Genesee County, New York, and any lands located in Genesee County and occupied by license or easement during construction or improved by third parties for the benefit of the Project (the "Land"; being more particularly described as a portion of tax parcel No. 84.016-1-15.1) and the existing improvements located thereon, consisting principally of an approximately 76,332 square foot commercial building (the "2020 Existing Improvements"), (B) the renovation of approximately 4,000 square feet of the Existing Improvements to accommodate office space

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24

(the "Renovated Space"), (C) the construction of an approximately 4,000 square foot addition to the welding training center (the "Training Center Addition"), (D) the construction of an approximately 8,875 square foot building on the Land to store additional welding material and work in process (the "New Building"; and, collectively with the Renovated Space, the Training Center Addition and related improvements, including parking, the "2020 Improvements"), and € the acquisition and installation by the Company in and around the 2020 Existing Improvements and the 2020 Improvements of certain items of equipment and other tangible personal property, including, but not limited to, emergency electrical generation systems to maintain business functions in the event of a power outage (the "2020 Equipment"; and, collectively with the Land, the 2020 Existing Improvements and the 2020 Improvements, the "2020 Facility"); and

WHEREAS, in furtherance of the 2020 Project, the Agency and the Company entered into (i) a Project Agreement, dated September 5, 2019, (ii) a Lease Agreement, (iii) a Leaseback Agreement, (iv) a Tax Agreement, and (v) related documents (collectively, the "2020 Agency Documents"), whereby the Agency appointed the Company as agent of the Agency to undertake the 2020 Project and provided the Company with certain forms of financial assistance (the "2020 Financial Assistance"); and

WHEREAS, the Agency also previously undertook a project (the "2024 Project") for the benefit of the Company consisting of: (i) the acquisition and/or retention by the Agency of a leasehold or other interest in the Land and the existing improvements located thereon (comprised of the 2020 Existing Improvements, the 2020 Improvements, and hereinafter, the "2024 Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 29,000 square foot production facility, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "2024 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 "2024 Equipment"; and, together with the Land, the 2024 Existing Improvements and the 2024 Improvements, the "2024 Facility"); and

WHEREAS, in furtherance of the 2024 Project, the Agency and the Company entered into (i) a Project Agreement, dated August 28, 2024, (ii) a Lease Agreement, (iii) a Leaseback Agreement, (iv) a Tax Agreement, and (v) related documents (collectively, the "2024 Agency Documents"), whereby the Agency appointed the Company as agent of the Agency to undertake the 2024 Project and provided the Company with certain forms of financial assistance (the "2024 Financial Assistance"); and

WHEREAS, the Company has submitted an application to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition and/or retention by the Agency of a leasehold interest in the Land along with the existing improvements located thereon (comprised of the 2024 Existing Improvements, the 2024 Improvements, and hereinafter, the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 2,000 square foot addition to the Existing Improvements, along with site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and

other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"), such Project to be undertaken by the Agency and the Company primarily through a Project Agreement (defined herein) and the amendment of the 2024 Agency Documents; and

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

WHEREAS, on January 16, 2025, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

WHEREAS, pursuant to Section 859-a of the Act, on Thursday, January 30, 2025, at 4:00 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, and/or Vice Chair of the Agency for approval and execution subject to adoption of the resolutions contained herein.

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

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

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

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

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

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

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

(F) The City of Batavia Planning and Development Committee (the "Committee") has conducted an uncoordinated review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). In addition to classifying the Project as a "Type II" action (as defined in SEQRA), the Board issued a Negative Declaration on December 17, 2024 (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 Thursday, January 30, 2025, at 4:00 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

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27

jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

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

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **\$1,500,000.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$120,000.00**. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

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

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

subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; *provided, however*, the Project Agreement shall expire on **December 31, 2026** (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered.

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

Section 8. The President/CEO, Chair, and/or Vice Chair of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record the Mortgage securing an aggregate principal amount necessary to undertake the Project, and any security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") to assist with the undertaking of the Project, the acquisition of the Facility and/or the finance or re-finance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, and/or Vice Chair of the Agency shall approve, the execution thereof by the President/CEO, Chair, and/or Vice Chair of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

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

Section 10. These Resolutions shall take effect immediately upon adoption.

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

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

The Resolutions were thereupon duly adopted.

Exhibit A

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

[Attached Hereto]

Exhibit B

Negative Declaration of the City of Batavia Planning and Development Committee

[Attached Hereto]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Thursday, January 30, 2025, at 4:00 p.m., local time, at Batavia City Hall, City Council Board Room, One Batavia City Centre, Batavia, New York 14020, in connection with the following matter:

GRAHAM COPORATION, 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 and/or retention by the Agency of a leasehold interest in certain land located at 20 Florence Avenue, City of Batavia, Genesee County, New York, and all other lands in the City of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land") and the existing improvements located thereon, consisting principally of the Company's multi-structure facility for the design and manufacture of vacuum and heat transfer equipment (the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 2,000 square-foot addition to the Company's "Building 9" structure, along with site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility").

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

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

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

Dated: January 20, 2025

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



REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF GRAHAM CORPORATION HELD ON THURSDAY, JANUARY 30, 2025 4:00 P.M. AT THE BATAVIA CITY HALL, ONE BATAVIA CITY CENTRE, BATAVIA, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Jim Krencik, Director of Marketing – GCEDC
Emma Finch, Operations Assistant – GCEDC
Conor McInerney – Czurzynski Consulting

II. CALL TO ORDER

The public hearing of Graham Corporation opened at 4:00 p.m. at the Batavia City Hall, One Batavia City Centre, in Batavia, New York, Genesee County, New York.

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

III. PROJECT SUMMARY

Graham is constructing a new Radiographic Testing building, which will be an addition to an existing manufacturing building (#9) at their site in the city of Batavia for a total capital investment of \$3,300,000.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$120,000 and a property tax abatement estimated at \$20,934 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

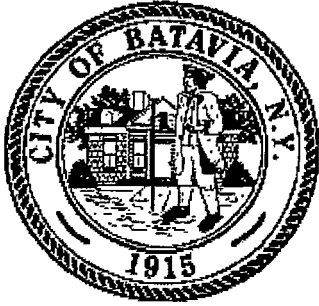
IV. COMMENTS

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

There was no public comment.

V. ADJOURNMENT

The public hearing was closed at 4:10 p.m.



City of Batavia
Department of Public Works
Bureau of Inspections

One Batavia City Center, Batavia, New York 14020 (585)-345-6345 (585)-345-1385 (fax)

To: Genesee County Planning
Planning and Development Committee

From: Doug Randall, Code Enforcement Officer

Date: 12/3/24

Re: 20 Florence Ave. (Graham Mfg)
Tax Parcel No. 84.016-1-15.1-

Zoning Use District: I-1

The applicant, Jeff Luker agent for Graham Mfg., has filed an application to construct a 2,300 sq. foot one story addition to an existing manufacturing building on this industrial campus.

Note: This is a type II action as defined by Environmental Conservation Law and is not subject to review under SEQR 6 NYCRR Part 617.5 (c) (9).

Review and Approval Procedures:

County Planning Board- Pursuant to General Municipal Law 239 m, referral to the County Planning Board is required since the property is within 500 feet of the right of way of a state road or highway.

City Planning and Development Committee- Pursuant to section 190-44 B (1) of the zoning ordinance, the Planning and Development Committee is authorized to conduct site plan reviews.

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1/9/25

Customer Information			
Potential Customer:	202 Oak St, LLC	Opportunity Type:	Retention
Project Street Address:	202 Oak Street	Opportunity Product:	Property Sales & Mortgage
City/Town/Village:	City of Batavia	Type of Project:	Retention
Project Description:	2025 Renovation	New Jobs:	12 ✓
Total Capital Investment:	\$2,502,036	Retained Jobs:	N/A
Incentive Amount:	\$380,986	School District:	Batavia
Benefited Amount:	\$2,502,036	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:	1/16/2025	Inducement Date:	TBD

Opportunity Summary: 202 Oak St, LCC is renovating the former Super 8 Hotel which has be idle for a few years since the Covid pandemic. The company will be renovating 54 units in the city of Batavia for a total capital investment of \$2,502,036. ✓

This project proposes creating 11.5 new full-time equivalent (FTE) positions. ✓

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$104,163, a mortgage tax exemption estimated at \$19,000 and a property tax abatement estimated at \$257,823 based on the incremental increase in assessed value via a new traditional 10-year PILOT. ✓

Once ramped up, the project is projecting to assist over \$40,000 annually in Bed Tax revenue to the county. ✓

Economic Impact: The Fiscal impacts (discounted value) on Local Benefits totals \$ 5,821,758 (\$ 5,290,334 in payroll and \$531,423 to the public in tax revenues). ✓

For every \$1 of public benefit the company is investing \$20 into the local economy. ✓

In addition, once ramped up, the project is projected to assist over \$40,000 annually in Bed Tax revenue to the county. ✓

Project Detail (Total Capital Investment)

Other Project Investment (Renovation Cost):	\$1,302,036
Land Cost (Real Estate):	\$1,200,000
Total Capital Investment:	\$2,502,036

Estimated Benefits Provided

Sales Tax Exempt:	\$104,163
Mortgage Tax Exempt:	\$19,000
Property Tax Exempt:	\$257,823
Total Estimated Tax Incentives Provided:	\$380,986

Total Amount Finance: \$2,502,036

Genesee County Industrial Development Agency

MRB Cost Benefit Calculator



Date: January 16, 2025
 Project Title: 202 Oak St LLC (Super 8)
 Project Location: Batavia, NY

Economic Impacts

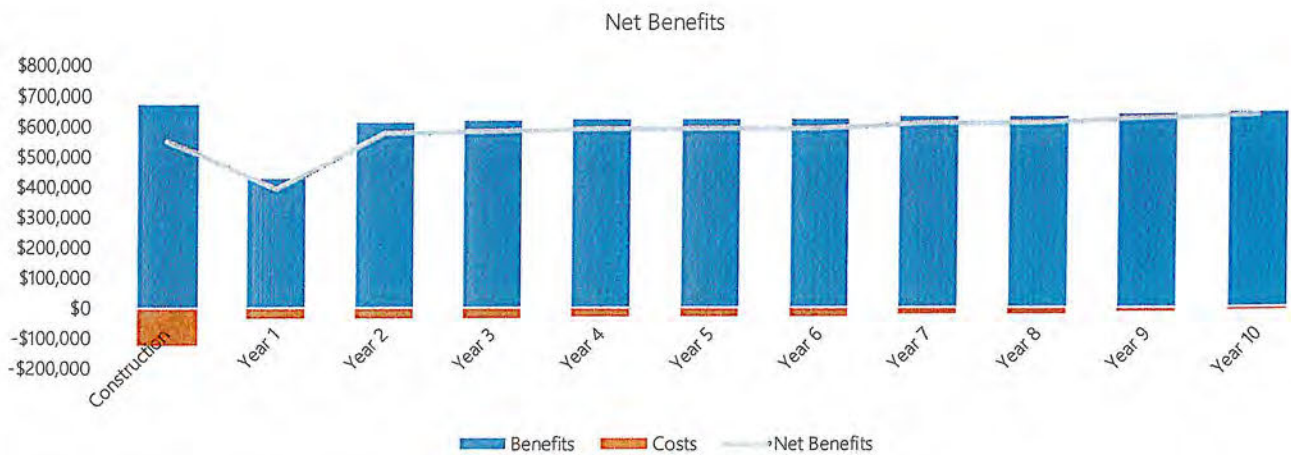
Summary of Economic Impacts over the Life of the PILOT

Project Total Investment
 \$2,502,036

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	7	2	9
Earnings	\$545,056	\$90,272	\$635,328
Local Spend	\$1,302,036	\$322,558	\$1,624,594

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	12	3	15
Earnings	\$3,568,000	\$1,629,174	\$5,197,174

Figure 1

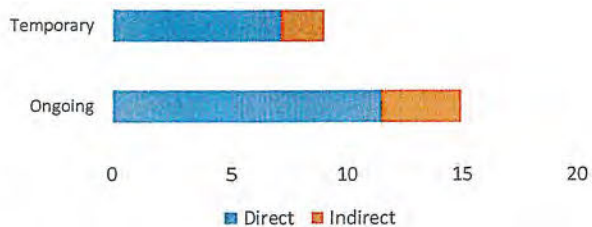


Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

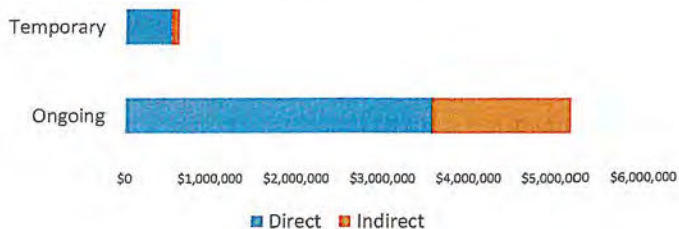
Figure 2

Figure 3

Total Jobs



Total Earnings



Fiscal Impacts

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$257,828	\$235,763
Sales Tax Exemption	\$104,163	\$104,163
Local Sales Tax Exemption	\$52,082	\$52,082
State Sales Tax Exemption	\$52,082	\$52,082
Mortgage Recording Tax Exemption	\$19,000	\$19,000
Local Mortgage Recording Tax Exemption	\$9,500	\$9,500
State Mortgage Recording Tax Exemption	\$9,500	\$9,500
Total Costs	\$380,991	\$358,926

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$6,430,410	\$5,821,758 ✓
To Private Individuals	\$5,832,502	\$5,290,334 ✓
Temporary Payroll	\$635,328	\$635,328
Ongoing Payroll	\$5,197,174	\$4,655,007
Other Payments to Private Individuals	\$0	\$0
To the Public	\$597,908	\$531,423 ✓
Increase in Property Tax Revenue	\$171,882	\$150,228
Temporary Jobs - Sales Tax Revenue	\$4,447	\$4,447
Ongoing Jobs - Sales Tax Revenue	\$36,380	\$32,585
Other Local Municipal Revenue	\$385,198	\$344,163
State Benefits	\$303,290	\$275,097
To the Public	\$303,290	\$275,097
Temporary Income Tax Revenue	\$28,590	\$28,590
Ongoing Income Tax Revenue	\$233,873	\$209,475
Temporary Jobs - Sales Tax Revenue	\$4,447	\$4,447
Ongoing Jobs - Sales Tax Revenue	\$36,380	\$32,585
Total Benefits to State & Region	\$6,733,700	\$6,096,855

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$5,821,758	\$297,344	20:1 ✓
State	\$275,097	\$61,582	4:1
Grand Total	\$6,096,855	\$358,926	17:1

*Discounted at 2%

Additional Comments from IDA

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

may
1/9/25

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
Commercial and Institutional Building Construction	236220	100%	\$1,302,036
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$1,302,036

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

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

NAICS Lookup

Year 1 - Enter NAICS

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Bed-and-Breakfast Inns	721191	8	\$32,000	\$256,000
0				\$0
0				\$0
0				\$0
0				\$0
Total	8			\$256,000

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Bed-and-Breakfast Inns	721191	11.5	\$32,000	\$368,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total	11.5			\$368,000

Year 3+ (Full Employment)

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Bed-and-Breakfast Inns	721191	11.5	\$32,000	\$368,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total	11.5			\$368,000

Fiscal Impact Assumptions

Estimated Costs of Incentives

Sales Tax Exemption	%	Value	PILOT Term (Years)	<input type="text" value="10"/>
Local Sales Tax Rate	4.00%	\$52,082	Escalation Factor	<input type="text" value="0%"/>
State Sales Tax Rate	4.00%	\$52,082	Discount Factor	<input type="text" value="2%"/>
Mortgage Recording Tax Exemption		\$19,000		
Local	0.50%	\$9,500		
State	0.50%	\$9,500		
Total Costs		\$380,991	<i>Includes PILOT exemption, calculated below.</i>	



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Client Company Investment Project Financial Assistance PROPOSAL

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

Project Profile:			
Company:	inputs	202 Oak St LLC Super 8	non-mfg equipment
Project Description:		building cost	Date: 1/8/25
Project Cost		\$ 2,502,036	Start Date:
Project Cost subject to Sales Tax		\$ 1,302,036	
Project Cost to be Financed via Mortgage		\$ 1,900,000	
Estimated Assessed value of Real Property/Building upon completion*		\$ 1,231,600	
Jobs Created: next 3 years			
Jobs Retained: next 3 years			

Applicable GCEDC Products:	1 Year View	3 Year View	Project Lifetime	units	current	assessment
Financial Assistance: Cost Reduction Through Tax Savings:						\$ 950,000
Sale/Leaseback (SLB):						
Sales Tax Exemption (Savings): 8.00%	\$ 104,163	\$ 104,163	\$ 104,163	per unit	new	\$ 17,593
Mortgage Tax Exemption (Savings): 1.00%	\$ 19,000	\$ 19,000	\$ 19,000	per unit	new	\$ 2,181,600
Real Property Tax Abatement (PILOT):					diff	\$ 40,400
Average Abatement (savings %) over project life	40%		40%			\$ 22,807.41
PILOT Term in years	10					
Gross Property Tax Costs	\$34.89	\$ 42,971	\$ 128,912			
Payment Schedule (% Real Property Taxes Paid)						60%
Net Required Property Tax payments per PILOT						
PILOT Real Property Tax Savings (Next taxable year)	\$ 42,971	\$ 128,912	\$ 257,823			
Total Tax Savings via Sale/Leaseback (SLB):	\$ 166,133	\$ 252,074	\$ 380,986			

Financing: Cost Reduction via low cost financing (below prime rate):				
Revolving Loan Fund (RLF):				
	\$ Financed	Term in mo	RLF APR	Prime + 1%
Loan Factors:				
Interest Rate Savings:	\$ -	\$ -	\$ -	\$ -
Gross Cost Savings via GCEDC programs:	\$ 166,133	\$ 252,074	\$ 380,986	

Participation Fees (Costs):				
		gcedc	partner fee	
GCEDC Application Fee (non-refundable):	\$ 250		1%	0.25%
GCEDC Project Fee (% Total Project Cost): 1.25%	\$ 31,275	\$ 25,020	\$	6,255
Legal Fees: SLB (Contract Development, Documentation, Filing fees):		tbd		
Legal Fees: RLF (Contract Development, Documentation, Filing fees):				
Total Participation Fees:	\$ 31,525			

Summary:				
			National Grid	Total Savings
Total Costs Savings / Benefits via GCEDC programs(after participation f:	\$ 134,608	\$ 220,549	\$ 349,461	\$ 349,461
Total Benefits as % Total Project Cost:	5%	9%	14%	
Return on Investment (ROI) = Net Savings / Participation Fees:	427%	700%	1109%	

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 IS 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!

3.2

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Gross Property Tax Per Year \$ 42,971 ✓

Year of Exemption	% of Paid Taxes	Net Savings	Municipalities Tax to be Paid	Total
1	20%	\$34,376	\$ 8,594	\$42,971 ✓
2	20%	\$34,376	\$ 8,594	\$42,971
3	20%	\$34,376	\$ 8,594	\$42,971
4	30%	\$30,079	\$ 12,891	\$42,971
5	30%	\$30,079	\$ 12,891	\$42,971
6	30%	\$30,079	\$ 12,891	\$42,971
7	50%	\$21,485	\$ 21,485	\$42,971
8	50%	\$21,485	\$ 21,485	\$42,971
9	70%	\$12,891	\$ 30,079	\$42,971
10	80%	\$8,594	\$ 34,376	\$42,971
Total	40%	\$257,823	\$171,882	\$429,705

To be paid 100%

Fire District fee

\$ -
 \$ -
 \$ -
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 \$ -

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Project Name: 202 Oak St, LLC

Board Meeting Date: January 16, 2025

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

PROJECT DESCRIPTION:

202 Oak St, LCC is renovating the former Super 8 Hotel which has be idle for a few years since the Covid pandemic. The company will be renovating 54 units in the city of Batavia for a total capital investment of \$2,502,036.

This project proposes creating 11.5 new full-time equivalent (FTE) position.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$104,163, a mortgage tax exemption estimated at \$19,000 and a property tax abatement estimated at \$257,823 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Once ramped up, the project is projecting to assist over \$40,000 annually in Bed Tax revenue to the county.

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

Project details: The project is planning on creating 11.5 direct jobs with annual salaries of \$32,000-\$37,000 + benefits.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with an investment of \$2.5M in the city of Batavia.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: As located at the gateway to the city of Batavia, the project will contribute towards a livable community to provide valuable services to support our tourism industry.

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 \$ 5,821,758 (✓) (\$ 5,290,334 in payroll ✓ and \$531,423 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

In addition, once ramped up, the project is projected to assist over \$40,000 in Bed Tax revenue to the county.

Project details: For every \$1 of public benefit the company is investing \$20 (✓) 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 renovations as soon as possible and be operational by end of May 2025.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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FINAL RESOLUTION
(202 Oak St LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, February 6, 2025.

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

Resolution No. 02/2025 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON JANUARY 30, 2025, WITH RESPECT TO THE 202 OAK ST LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECT, (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT, AND (C) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF THE STATE OF NEW YORK; (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT AND (vi) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM THE COMPANY IN CONNECTION WITH THE PROJECT.

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

WHEREAS, the Company has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 1.48 acres of real property located at 202 Oak Street in the City of Batavia, Genesee County, New York and all other lands in the City of Batavia where, by license or easement or other agreement, the Company or its designees are making

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48

improvements that benefit the Project (the "Land", being more particularly described as tax parcel No. 71.014-2-5.12) and the existing improvements located thereon consisting principally of an approximately 25,000 square foot, fifty-four (54) room vacant hotel (the "Existing Improvements"); (ii) the planning, design, reconstruction, renovation and operation of the Existing Improvements, along with signage, curbage and landscaping (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, Existing Improvements and the Improvements, the "Facility"); and

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

WHEREAS, on January 16, 2025, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

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

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

WHEREAS, the Project constitutes a "retail" project as defined under Section 862 of the Act and as such requires additional findings; and

WHEREAS, the Company has represented to the Agency that the Project is likely to attract a significant number of visitors from outside the economic development region (as established by Section 230 of the New York State Economic Development Law), and therefore the Project constitutes a "tourism destination" as defined in Section 862(2) of the Act; and

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

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

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

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

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

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

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

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

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

(F) Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that the Project constitutes a "Type II Action" (as such term is defined in SEQRA); therefore, no further action is required under SEQRA.

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

Section 3. Pursuant to Section 862 of the Act, the Project constitutes a "retail" project. Based on representations made by the Company to the Agency, the Agency hereby finds that the Project will attract a significant number of visitors from outside the economic development region (as established by Section 230 of the New York State Economic Development Law), and the Facility will provide lodging services to these destinations (including, but not limited to, Batavia Downs, Six Flags Darien Lake and the Holland Land Office Museum), therefore, constituting a "tourism destination" as defined in Section 862(2) of the Act

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

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **\$1,302,036.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$104,163.00**. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

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

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

Section 6. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, reconstruct, renovate and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; *provided, however*, the Project Agreement shall expire on December 31, 2025 (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered.

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

Section 8. The President/CEO, Chair, and/or Vice Chair of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record the Mortgage securing an aggregate principal amount not to exceed **\$1,900,000.00**, and any security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") to assist with the undertaking of the Project, the acquisition of the Facility and/or the finance or re-finance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, and/or Vice Chair of the Agency shall approve, the execution thereof by the President/CEO, Chair, and/or Vice Chair of the Agency to constitute conclusive evidence

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

Section 9. The Agency is hereby authorized to provide the Company with an exemption from mortgage recording taxes as permitted by New York State law in an amount not to exceed Nineteen Thousand and 00/100 Dollars (**\$19,000.00**).

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

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

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

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

The Resolutions were thereupon duly adopted.

3.26

53

SECRETARY'S CERTIFICATION
(202 Oak St 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 February 6, 2025, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

Exhibit A

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

[Attached Hereto]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Thursday, January 30, 2025, at 3:30 p.m., local time, at Batavia City Hall, City Council Board Room, One Batavia City Centre, Batavia, New York 14020, in connection with the following matter:

202 OAK ST 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: (i) the acquisition by the Agency of a leasehold or other interest in approximately 1.48 acres of real property located at 202 Oak Street in the City of Batavia, Genesee County, New York, and all other lands in the City of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly described as tax parcel No. 71.014-2-5.12) and the existing improvements located thereon consisting principally of an approximately 25,000 square foot, fifty-four (54) room vacant hotel (the "Existing Improvements"); (ii) the planning, design, reconstruction, renovation and operation of the Existing Improvements, along with signage, curbage and landscaping (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, Existing Improvements and the Improvements, the "Facility").

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

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

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

Dated: January 20, 2025

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

REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF 202 OAK STREET LLC HELD ON THURSDAY, JANUARY 30, 2025 3:30 P.M. AT THE BATAVIA CITY HALL, ONE BATAVIA CITY CENTRE, BATAVIA, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Jim Krencik, Director of Marketing – GCEDC
Emma Finch, Operations Assistant – GCEDC
Jim Patel – 202 Oak Street, LLC
Tom Zawadzki – 202 Oak Street, LLC
Bob Bialkowski – Batavia City Council, Council at Large
Zeke Lynn – Batavia Planning Board

II. CALL TO ORDER

The public hearing of 202 Oak Street LLC opened at 3:31 p.m. at the Batavia City Hall, One Batavia City Centre, in Batavia, New York, Genesee County, New York.

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

III. PROJECT SUMMARY

202 Oak St, LCC is renovating the former Super 8 Hotel which has been idle for a few years since the Covid pandemic. The company will be renovating 54 units in the city of Batavia for a total capital investment of \$2,502,036. This project proposes creating 11.5 new full-time equivalent (FTE) positions.

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$104,163, a mortgage tax exemption estimated at \$19,000 and a property tax abatement estimated at \$257,823 based on the incremental increase in assessed value via a new traditional 10-year PILOT.

Once ramped up, the project is projecting to assist over \$40,000 annually in Bed Tax revenue to the county.

IV. COMMENTS

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

B. Bialkowski expressed the council's enthusiasm about seeing someone take charge of the property, revitalize it, and restore it to its full potential. B. Bialkowski stated all of the questions that he had the company had answered ahead of the public hearing.

There were no other public statements.

V. ADJOURNMENT

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



GCEDC Referral Application

Referral Guidelines

1. To receive a referral commission, this form must be completed and approved by the GCEDC Board of Directors prior to project close. Upon closing, approved participants will receive 0.25% of the GCEDC's fee of total project cost (up to \$25,000 per project).
2. All payments are made at the discretion of the GCEDC's Board of Directors and are considered final. Recipient is responsible for all applicable taxes and fees associated with payment.
3. Recipient hereby claims that he/she is not affiliated with GCEDC in any official capacity, is not currently under contract with the GCEDC or its affiliates and is not working for a company that is currently under contract with the GCEDC, is not a municipal employee, is not a relative of anyone affiliated with the GCEDC or its entities and is free and clear to accept such payment.

Referral Information

Applicant: Tammy Hathaway Date: 1/8/25
ID or License#: _____ Occupation: BDC Director of Economic Development
E-Mail Address: director@bataviadevelopmentcorp.org Telephone Number: 585-813-8054

Project Information

Contact Name: Jim Patel
E-Mail Address: Jnp111@yahoo.com Telephone Number: 716-799-4463

Project Name: 202 Oak St, LLC (former Super 8)
Project Description (include approximate project investment):
Former Super 8 Hotel Renovation – 54 bed hotel rooms
\$2,502,036 investment

Fee Calculation: .25% of \$31,275 = \$7,818.75

For GCEDC Use Only

Date Received: _____ Reviewed by: _____

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59

Mark Masse

GCEDC Board Meeting

Local Labor Waiver Request – Atlas Copco. (Edwards)

Atlas Copco. (Edwards) currently has their facility under construction and is subject to the Local Labor Policy as the total building construction is in excess of \$5 million. 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 affected 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 consulting group by the GCEDC to oversee the compliance with the Local Labor Policy, Loewke Brill Consulting Group, has reviewed the request and will provide documents for a recommendation on Monday. These documents will be forwarded to the Board as soon as we receive them next week. Jim Loewke, from Loewke Brill, will be at the meeting on Thursday to explain the process he went through to come up with his recommendation.

Fund Commitment – None.

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

LOEWKE BRILL CONSULTING GROUP, INC

January 20th, 2025

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

**Project: Atlas Copco USA Holdings, Inc & Subsidiaries – Requests for Verified Exemptions
No Local Labor Available For The Project: Fire Protection System**

SA Comunale is being hired to install the fire suppression system at the Atlas Copco USA Holdings project.

Background:

GEIS Companies, the general contractor on the project, hired SA Comunale, a union fire suppression contractor that confirmed they'd be pulling labor from the western NY halls. At the time they were officially signed on (March 2024), they confirmed they had the local workforce to staff the project. SA Comunale mobilized on 11/18/24 and unfortunately did not have local workforce available at that time. GEIS has been actively communicating with the local sprinkler fitter's union to obtain local labor. They will make an effort to bring in local workforce when it becomes available. We feel like the project has done its due diligence, and the waiver can be approved based on accompanying supporting documentation.

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



1/17/2025

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

PROJECT: Atlas Copco USA Holding
SUBJECT: SA Comunale Local Labor Exemption Request

Kevin,

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

SA Comunale is a union Fire Suppression subcontractor in which, at the time of bidding, contacted the local in the Western New York region to confirm manpower was available to satisfy the local labor policy outlined in our bidding process. At the time of bid and award (March 2024), Geis was informed that SA Comunale had confirmation that local workforce was available for use to satisfy this policy. Please see attached documents confirming this understanding.

Once SA Comunale mobilized on 11/18/2024 to start implementing the work, there was no local workforce available. SA Comunale had to supplement their workforce with outside the area labor. Geis and SA Comunale tried for the last month to work with the local to see if local manpower could be accommodated.

We are asking for an exemption for this subcontractor as we are not sure if manpower from the defined counties will become available for the remainder of the job. SA Comunale and the local agents will continue to try and meet the requirements, but due to the uncertainty of the situation because of workforce shortages and other projects, we are asking for the exemption.

I appreciate your time and consideration.

If you have any questions, please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Rosso', written in a cursive style.

Matt Rosso
Project Manager

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

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62



Genesee County Industrial Development Agency

Local Labor

Verified Exemption Request

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

APPLICANT NAME: Project: Atlas Copco General Contractor: Geis Construction Subcontractor: SA Comunale

CONTACT: Matt Rosso - Geis Construction Project Manager

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

REASON FOR REQUEST

- 1) Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers. - EXPLAIN
2) Specialized construction in which a local contractor is not available - EXPLAIN
3) Significant cost differentials in bids; whereby use of local labor significantly increases the cost of the project. EXPLAIN (PROVIDE COPIES OF ALL BIDS)
4) No local labor available for the project - EXPLAIN
Please see attached letter from the subcontractor in which we are asking for exemption. During award, the subcontractor had manpower available to suffice the local labor requirement. At this time, manpower is now limited due to manpower shortages due to worker numbers and other projects.

Applicant Signature: [Signature] Date: 1/16/2025

Amount of Contract Needing Verified Exemption: Contract value of \$1,222,010.00

Number of Workers Needing Verified Exemption(s): Average 1 crew, 3 man crew throughout job

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



Robert J. Cooper, Jr.
Business Manager

Kristopher D. Winget
Financial Secretary-Treasurer

Carl J. Westby
President-Organizer

January 13, 2025

Mr. Steve Hendricks, Director of Operations
S.A. Comunale
2900 Newpark Drive
Barberton, OH 44203

RE: Edwards Vacuum - Sprinkler Fitter Availability

Dear Mr. Hendricks:

In response to your request for manpower/local labor surrounding and including Genesee County. See below:

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

Please be advised that at the time of bidding, March 15, 2024, local labor was available. However, currently, there are no residents in the above referenced areas available to fulfill your request as they are fully employed. Although we are experiencing manpower shortages nationwide, I will continue to make every effort to fulfill your manpower needs for the duration of this project.

Should you need further information, please contact my office.

Sincerely,

Justin Koskowski
Business Agent
Local Union 669

JK:mt

Road Sprinkler Fitters Local Union No. 669
7050 Oakland Mills Road • Suite 200 • Columbia, Maryland 21046
(410) 381-4300 • fax: (301) 621-8045 • www.sprinklerfitters669.org

S.A. COMUNALE



An EMCOR Company

**Geis Construction
Edwards Manufacturing Bldg.**

December 17, 2024

1249 Stamp Drive
Alabama, NY 14013

To whom it may concern,

At the time of bidding, we were informed manpower would be available from the local area counties: Genesee, Monroe, Orleans, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua, Cattaraugus, and Allegany counties.

Unfortunately, as we begin the project, we are finding it difficult to secure available workers from these areas. We will continue to reach out and do our best to locate local labor as it becomes available.

Sincerely,

Alex Kisel
Project Manager
O: 330.706.3040 C: 216.390.0134

S.A.
COMUNALE
An EMCOR Company

Genesee County Economic Development Center
December 2024 UNAUDITED Dashboard
Balance Sheet - Accrual Basis

	<u>12/31/24</u>	<u>11/30/24</u>	<u>[Per Audit]</u> <u>12/31/23</u>
ASSETS:			
Cash - Unrestricted	\$ 11,556,537	\$ 11,734,738	\$ 10,846,767
Cash - Restricted (A) (1)	44,476,781	45,866,956	7,706,743
Cash - Reserved (B) (2)	5,455,920	5,282,181	672
Cash - Subtotal	61,489,238	62,883,875	18,554,182
Grants Receivable (3)	125,253	328,662	78,079
Accounts Receivable - Current (4)	387,754	440,247	71,433
Interest Receivable	70,520	53,852	51,255
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (5)	37,733	9,050	46,848
Loans Receivable - Current	62,739	63,045	55,005
Total Current Assets	62,176,069	63,781,563	18,859,634
Land Held for Dev. & Resale (6)	28,954,770	24,685,766	24,143,667
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	29,026,027	24,757,023	24,214,924
Less Accumulated Depreciation	(70,493)	(70,439)	(69,838)
Net Property, Plant & Equip.	28,955,534	24,686,584	24,145,086
Accounts Receivable- Noncurrent (7)	4,150,000	4,150,000	-
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	113,896	119,262	81,163
Right to Use Assets, Net of Accumulated Amortization	32,431	32,431	32,431
Other Assets	4,296,327	4,301,693	113,594
TOTAL ASSETS	95,427,930	92,769,840	43,118,314
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (12)	392,573	392,573	392,573
Deferred Outflows of Resources	392,573	392,573	392,573
LIABILITIES:			
Accounts Payable (8)	3,641,955	154,960	466,773
Loan Payable - Genesee County - Current (9)	325,000	325,000	315,000
Accrued Expenses	32,116	94,979	34,859
Lease Payable - Current	12,307	12,307	12,307
Customer Deposits - Local Labor Reporting	134,220	93,045	18,505
Unearned Revenue (10)	40,126,375	44,770,222	6,291,340
Total Current Liabilities	44,271,973	45,450,513	7,138,784
Loans Payable - ESD (11)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (9)	2,185,000	2,185,000	2,510,000
Lease Payable - Noncurrent	5,604	5,604	5,604
Net Pension Liability (12)	512,048	512,048	512,048
Total Noncurrent Liabilities	7,899,139	7,899,139	8,224,139
TOTAL LIABILITIES	52,171,112	53,349,652	15,362,923
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (12)	40,527	40,527	40,527
Deferred Inflows of Resources	40,527	40,527	40,527
NET ASSETS	\$ 43,608,864	\$ 39,772,234	\$ 28,107,437

Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M, \$33M and \$56M STAMP grants. \$39.2M deposit received in October related to the \$56M FAST NY grant. Expenditures out of these accounts are pre-authorized by ESD.
2. Reserved Cash YTD - \$5.27M has been internally reserved as matching funds related to the FAST NY grant supporting STAMP development.
3. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park; EDC funds were used to remit payment to National Grid to enable work at STAMP - will be reimbursed by ESD \$8M grant funds.
4. Accounts Receivable - Current - Includes current portion of the termed out project origination fees from GE Bergen (\$100K) and Hecate Solar (\$275K) that will be collected within the next 12 months, misc.
5. Prepaid Expense(s) - NYS Retirement, D&O and NYS disability insurance.
6. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
7. Accounts Receivable - Noncurrent - Termed out project origination fees from GE Bergen and Hecate Solar that will not be collected within 12 months from the Balance Sheet date.
8. Accounts Payable - 2024 expenses that will be paid in 2025.
9. 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.
10. Unearned Revenue - Project administration fees 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.
11. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
12. Deferred Pension Outflows / Deferred Pension Inflows / Net Pension Liability - Accounts related to implementation of GASB 68.

(A) Restricted Cash = GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance.

(B) Reserved Cash = RLF #1 Funds (defederalized), FAST NY Grant Matching Funds, Local Labor Reporting Deposits.

**Genesee County Economic Development Center
December 2024 UNAUDITED Dashboard
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2024	2024
	12/31/24	12/31/23	2024	2023	Board Appr.	YTD %
					<u>Budget</u>	<u>of Budget</u>
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,463	\$ 233,509	\$ 233,513	\$ 233,513	100%
Genesee County - WFD	2,083	2,086	24,997	25,000	25,000	100%
Fees - Projects (1)	13,117	500	10,394,300	1,626,537	488,000	2130%
Fees - Services	7,347	7,264	88,165	87,146	88,168	100%
Interest Income on Loans	192	161	1,920	2,171	1,590	121%
Rent	13,434	13,265	28,163	25,599	28,809	98%
Common Area Fees - Parks	-	-	803	391	410	196%
Grants (2)	4,384,973	417,672	6,030,834	2,952,896	9,104,847	66%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	300,000	300,000	300,000	100%
GCFC Grant - Econ. Dev. Program Support	-	-	-	-	-	N/A
Land Sale Proceeds (3)	-	-	1,390,000	4,600,000	-	N/A
BP ² Revenue	-	-	27,648	14,091	70,864	39%
Other Revenue (4)	35,118	-	46,052	5,765	5,800	794%
Total Operating Revenues	4,500,723	485,411	18,566,391	9,873,109	10,347,001	179%
<u>Operating Expenses</u>						
General & Admin (5)	132,396	241,444	2,082,120	1,759,064	1,675,970	124%
Professional Services	50,888	46,648	150,121	123,676	172,770	87%
Site Maintenance/Repairs	3,664	2,924	45,131	20,849	38,500	117%
Property Taxes/Special District Fees	-	-	4,130	5,193	5,615	74%
BP ² Expense	-	-	-	-	31,432	0%
PIF Expense	-	-	177,366	155,115	156,294	113%
Grant Expense - Batavia Home Fund	-	-	10,150	-	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense (6)	515,275	155,928	678,555	1,106,810	7,912,946	9%
Cost of Land Sales (3)	-	-	490,964	870,333	-	N/A
Real Estate Development (7)	4,269,003	408,166	5,250,341	2,346,850	720,554	729%
Balance Sheet Absorption	(4,269,003)	(408,166)	(5,250,341)	(2,346,850)	-	N/A
Total Operating Expenses	702,223	446,944	3,638,537	4,041,040	10,714,081	34%
Operating Revenue (Expense)	3,798,500	38,467	14,927,854	5,832,069	(367,080)	
<u>Non-Operating Revenue</u>						
Other Interest Income (8)	38,130	36,956	573,573	286,928	128,000	448%
Total Non-Operating Revenue	38,130	36,956	573,573	286,928	128,000	448%
Change in Net Assets	3,836,630	75,423	15,501,427	6,118,997	\$ (239,080)	
Net Assets - Beginning	39,772,234	28,032,014	28,107,437	21,988,440		
Net Assets - Ending	\$ 43,608,864	\$ 28,107,437	\$ 43,608,864	\$ 28,107,437		

Significant Events:

1. Fees Projects - GSPP Route 262 Solar (balance); YTD includes GSPP Route 262 Solar and Hecate fee adjustment (increase), Rochester Davis Fetch (9 Lent Ave, LLC), LNK Holdings, Inc, MedTech Landing, Oak Orchard Solar, Countryside Apartments, AES Rt 5 Storage Solar, Graham, GE Bergen, Hecate Solar, NY CDG Genesee #1 & #4.
2. Grants YTD - 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; \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County, National Grid grant supports marketing and development activities for STAMP; ESD \$33M, \$8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Land Sale Proceeds / Cost of Land Sales YTD - Two land sales closed in September at Apple Tree Acres (GE Bergen and Remlap); broker fee on Remlap land sale.
4. Other Revenue - Local labor reporting covered by participating projects, misc.
5. General & Admin Expense YTD - FAST NY Grant 1% commitment fee (\$560K).
6. Site Development Expense YTD - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
7. Real Estate Development Costs YTD - STAMP development costs.
8. Other Interest Income - Interest rates have increased substantially; invested funds into CDs for additional interest income.

4.1

68

Genesee County Economic Development Center
December 2024 Dashboard
Statement of Cash Flows

	December 2024	YTD
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:		
Genesee County	\$ -	\$ 268,975
Fees - Projects	29,117	5,943,217
Fees - Services	22,042	87,668
Interest Income on Loans	268	2,080
Rent	1,500	17,729
Common Area Fees - Parks	-	803
Grants	-	39,853,147
BP ² Revenue	-	27,648
GGLDC Grant - Economic Development Program Support	75,000	300,000
Other Revenue	35,118	46,053
Repayment of Loans	5,672	59,533
Net Land Sale Proceeds	-	1,338,275
Issuance of Loans	-	(100,000)
Customer Deposit	41,175	115,715
General & Admin Expense	(222,279)	(2,071,116)
Professional Services	(45,688)	(183,686)
Site Maintenance/Repairs	(1,238)	(42,705)
Site Development	(346,933)	(607,332)
Property Taxes/Special District Fees	-	(4,130)
Grant Expense	-	(10,150)
PIF Expense	-	(177,366)
Improv/Additions/Adj to Land Held for Development & Resale	(1,022,033)	(2,315,491)
Net Cash Provided (Used) By Operating Activities	(1,428,279)	42,548,867
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(315,000)
Net Cash Used By Noncapital Financing Activities	-	(315,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	33,642	701,189
Net Change in Cash	(1,394,637)	42,935,056
Cash - Beginning of Period	62,883,875	18,554,182
Cash - End of Period	\$ 61,489,238	\$ 61,489,238
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 3,798,500	\$ 14,927,854
Depreciation Expense	54	655
(Increase) Decrease in Operating Accounts/Grants Receivable	255,902	(4,513,495)
(Increase) Decrease in Prepaid Expenses	(28,683)	9,115
(Increase) Decrease in Loans Receivable	5,672	(40,467)
Increase in Land Held for Development & Resale	(4,269,004)	(4,811,103)
Increase in Operating Accounts Payable	3,474,815	3,028,301
Decrease in Accrued Expenses	(62,863)	(2,743)
Increase (Decrease) in Unearned Revenue	(4,643,847)	33,835,035
Increase in Customer Deposits	41,175	115,715
Total Adjustments	(5,226,779)	27,621,013
Net Cash Provided (Used) By Operating Activities	\$ (1,428,279)	\$ 42,548,867

4.1

69

GCEDC
Audit & Finance Committee Report
January 31, 2024

D&O Insurance Renewal

In December, Lawley Insurance received notice that Travelers would be non-renewing the D&O and Employment Practices coverage due to loss history and exposure/nature of operations.

Lawley Insurance has provided us with a proposal from Fireman's Fund Indemnity Corp. The proposal reflects a price of \$29,177.57 which would be split 50/50 between the GCEDC and GGLDC. This is an overall price increase of \$1,023.57 (\$511.78/entity) compared to the current policy. The current policy expires on 2/23/2025.

Lawley did send our information to market, but no other quotes were offered. The marketing results are included in the proposal.

The cost of this policy (2/23/25-2/23/26) would be split between GCEDC and GGLDC (\$14,588.79/entity). The annual D&O insurance expense per entity would be \$14,503.46. Each entity included \$14,300 in their 2025 budget for this expense.

Cyber Insurance:

Travelers is willing to renew the Cyber insurance coverage.

The proposal reflects a total price of \$7,706 which would be split 50/50 between the GCEDC and GGLDC. This is an overall price increase of \$401 (\$200.50/entity) compared to the current policy. The current policy expires on 2/23/2025.

The cost of this policy (2/23/25-2/23/26) would be split between the GCEDC and GGLDC (\$3,853/entity). The annual Cyber insurance expense per entity would be \$3,819.60. Each entity included \$5,000 in their 2025 budget for this expense.

INSURANCE PROPOSAL



**Genesee County Industrial
Development Agency**
February 23, 2025

Lawley

lawleyinsurance.com | 1.844.4LAWLEY

Business Insurance

lawleyinsurance.com/business

Property & Casualty

- General Liability
- Property
- Workers' Compensation Coverage
- Automobile/Commercial Vehicle Fleet Insurance
- Umbrella/Excess Liability Insurance
- Inland Marine/Equipment Coverage
- Business Income/Extra Expense
- Employee Dishonesty
- International Coverages
- Boiler & Machinery/Equipment Breakdown
- Transportation/Ocean Marine
- Owner's and Contractor's Protective Liability
- Builder's Risk
- Surety/Bonding
- Captive Programs
- Alternative Risk Financing
- Flood
- Earthquake

Specialty Products

- Pollution Liability/Environmental
- Professional Liability/Errors & Omissions
- Crime (Fidelity) Insurance
- Cyber Liability
- Director's and Officer's/Management Liability (D&O)
- Employment Practices Liability
- Fiduciary Liability
- Business Travel Accident/Kidnap & Ransom Insurance
- Identity Theft

Employee Benefits

lawleyinsurance.com/benefits

- Medical Insurance
- Prescription Drug Plans
- Private Benefits Exchange - Lawley Marketplace
- Medical Captive Programs
- Consortiums/Trusts
- Dental & Vision Benefits
- Group Life Insurance
- NYS Disability (DBL)
- Short-Term Disability Insurance
- Long-Term Disability Insurance
- Voluntary Insurance
- Executive Benefits
- Retirement Planning and 401k Administration
- Underwriting & Reporting
- Compliance
- Wellness Programs & Health Management Programs
- Lawley Simplifi

Industry Specialties/Practice Groups

lawleyinsurance.com/specialties

- Affordable Housing
- Construction
- Car Dealers
- Healthcare Facilities
- Manufacturing
- Not-for-Profits
- Farms
- Municipalities and Schools

Products/services are subject to state eligibility

Risk Management

lawleyinsurance.com/riskmanagement

Loss Control & Safety Services

- Safety Training & Safety Program Evaluations
- General Liability Loss Control
- Loss Source and Trending Analysis
- Code Rule 59 Consultation
- OSHA Assistance
- Defensive Driving Courses & Vehicle Fleet Loss Control
- Ergonomics Evaluation, Training, & Development
- Captive Loss Control
- Life Safety & Evacuation Plans
- Fire & Protection Systems Assistance
- Site Hazard Analysis
- Return to Work Programs
- Industrial Hygiene - Air, Noise Sampling
- Business Interruption - Contingency & Continuity Planning
- Contractual Liability & Risk Transfer
- Grant Submission & Training
- Accident Investigation

Claims Management

- Claim Trend Analysis
- Claims Reviews (Workers' Compensation and General Liability)
- Claims Consulting Services
- Coverage Analysis Consulting and Monitoring
- Experience Modification Review and Recalculation
- First Aid Claim Program (Workers' Compensation)
- Litigation Management
- Reserve Analysis (Loss Forecaster Software)

Personal Insurance

lawleyinsurance.com/personal

- Automobile Insurance
- Homeowners Insurance
- Vacation or Secondary Home Insurance
- Jewelry, Fine Arts, and Collectibles Insurance
- Renters Insurance
- Condominium Insurance
- Landlord (Rental Properties) Insurance
- Excess/Personal Umbrella Liability
- Flood Coverage, Primary & Excess
- Life Insurance
- Motorcycle Insurance
- Recreational Vehicle Insurance
- Watercraft Insurance
- Co-Ops Insurance
- Identity Theft Insurance
- Trip/Travel/International Medical & Evacuation Coverage
- Workers' Compensation (Domestic Help)
- Earthquake

MyWave

lawleyinsurance.com/mywave

MyWave – A customized portal for your HR needs: thousands of valuable resources, OSHA forms and peer-based forums to keep you informed and in-the-know

Lawley Benefits University

lawleyinsurance.com/lbu

Lawley Benefits University – Resources and events to help keep you informed about changes to healthcare legislation, healthcare reform, compliance issues and more. These tools help you successfully control insurance costs while staying educated on changes to the insurance environment

Products/services are subject to state eligibility

At Lawley we are committed to providing our clients with the best possible service. We have assembled an experienced team dedicated to your account.

The Insurance Advisor evaluates your exposures and designs a cost-effective program.

Insurance Advisor	William Fritts, Jr.	Phone:	(585) 344-9500
		Fax:	(716) 849-8291
		Email:	bfritts@lawleyinsurance.com

The Account Executive supports your Producer and commercial lines team in the servicing of your account.

Account Executive	Susie E. Ott	Phone:	(585) 344-9501
		Fax:	(716) 849-8291
		Email:	sott@lawleyinsurance.com

The Specialty Account Manager supports your Producer in the servicing of your specialty policy needs.

Specialty Account Manager	Caitlin Celis	Phone:	(716) 849-4375
		Fax:	(716) 849-8291
		Email:	ccelis@lawleyinsurance.com

The Claim Consultant is responsible for reporting all loss information to the insurance company and then following up to make certain the claim is resolved.

Claim Consultant	Krista Voigt	Phone:	(716) 849-8651
		Fax:	(716) 849-8291
		Email:	kvoigt@lawleyinsurance.com

Please review the contact information we have on file. Over the course of a year, we may need to reach out to you for updates, notices or important information. If there is a specific person we should contact directly for billing, claims, inspections, service requests, please note that next to their name and the preferred method of contact.

Changes or Corrections

Contact Name	Penny Kennett
Contact Address	Genesee County Industrial Development Agency 99 MedTech Dr STE 106 Batavia NY 14020
Contact Phone #	(585) 343-4866
Contact Email	pkennett@gcedc.com
Description	

Named Insured

Genesee County Industrial Development Agency dba Genesee County Economic Development Center
 Genesee Gateway Local Development Corp
 Genesee Agri-Business LLC
 Genesee County Funding Corporation
 STAMP Water Works Corporation
 STAMP Sewer Works Corporation

Policy Term:	2/23/2025 – 2/23/2026
Retroactive Date:	Full Prior Acts
Policy Type:	Cyber Liability – Claims Made
Carrier:	Travelers Casualty & Surety Co. of America (Admitted; "A++ AM Best Rating)

Coverage	Limit	Retention
Privacy & Security	\$1,000,000	\$5,000
Payment Card Costs	\$1,000,000	\$5,000
Media	\$1,000,000	\$5,000
Regulatory Proceedings	\$1,000,000	\$5,000
Privacy Breach Notification	\$1,000,000	\$5,000
Computer & Legal Experts	\$1,000,000	\$5,000
Cyber Extortion	\$1,000,000	\$5,000
Data Restoration	\$1,000,000	\$5,000
Public Relations	\$1,000,000	\$5,000
Business Interruption & System Failure	\$1,000,000	8 hours
Dependent Business Interruption	\$1,000,000	8 hours
Reputation Harm	\$250,000	\$5,000
Aggregate	\$1,000,000	N/A

Additional Coverage Information

- Cyber Crime Sublimit: \$100,000 with \$5,000 retention
 - Computer Fraud
 - Funds Transfer Fraud
 - Social Engineering Fraud
 - Telecom Fraud
- Dependent Business Interruption System Failure: \$100,000
- Vendor/Client Payment Fraud Endorsement: \$100,000
- Defense within the Limits
- Prior and Pending Date- 7/1/2023

Extended Reporting Period

- 12 months at 75% annual premium

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.

4.2/4.3

76

Named Insured

Genesee County Industrial Development Agency dba Genesee County Economic Development Center
 Genesee Gateway Local Development Corp
 Genesee Agri-Business LLC
 Genesee County Funding Corporation
 STAMP Water Works Corporation
 STAMP Sewer Works Corporation

Policy Term:	2/23/2025 - 2/23/2026
Retroactive Date:	Full Prior Acts
Policy Type:	Directors & Officers/ Employment Practices Liability – Claims Made
Carrier:	Fireman's Fund Indemnity Corporation (Non-Admitted "A+" A.M. Best Rating)

Coverage	Limit	Retention
Directors and Officers Liability	\$5,000,000	\$25,000
Employment Practices Liability	\$1,000,000	\$25,000
Employment Practices Third Party Liability		\$50,000
Aggregate	\$6,000,000	N/A

Additional Coverage Information

- Directors and Officers Liability Additional Coverages
 - Prior and Pending Date: 2/32/1991
 - Additional Side A Limit: \$500,000
- Employment Practices Liability Additional Coverages
 - Prior and Pending Date: 2/23/16
 - Third Party Prior and Pending Date: 2/23/25
 - Workplace Violence Expenses: \$350,000 Sublimit
 - Wage & Hour Defense Sublimit: \$100,000
 - Illegal Hiring or Harboring: \$100,000 Sublimit
- Biometric Information Privacy Claim Exclusion
- Specific Matter Exclusion
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- Public Entity Amendatory Endorsement: Includes various exclusions including but not limited to Personal Injury Wrongful Acts, Publisher Wrongful Act, Contractual Liability, Bodily Injury, Sexual Misconduct. Defense provided at \$250,000 sublimit.
- Need carrier's prior consent to settle unless an Insured is able to fully and finally (including defense) settle a claim with a single retention for less than 50% of such retention.
- Insurer has right to select and appoint counsel in the event of a claim

Extended Reporting Period

- 1 year at 100% of the Annualized Premium

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.

4.2/4.3

77

Coverage	2/23/2024-2/23/2025	2/23/2025-2/23/2026
Cyber Liability	\$7,305.00	\$7,706.00
Directors & Officers/Employment Practices Liability	\$28,154.00	\$29,177.57 Including Taxes and Fees
Total Premium	\$35,459.00	\$36,883.57

Notes:

- If not interested in purchasing Third Party Employment Practices Liability, there is a 20% credit on the Employment Practices Liability premium available.
- Dependent Business Interruption System Failure and Reputation Harm increased to \$1M: \$674 Additional Premium

Binding Requirements

- Request to Bind
- Management Liability
 - Signed Total Cost Form
 - Warranty Letter if purchasing Third Party
 - Claim remediation efforts – brief narrative
 - Confirmation on number of Independent Contractors. Premium subject to change.
- Cyber: Customer contact verification form

Additional Coverage Indications available under Management Liability

- Fiduciary Liability: \$1M limit, \$0 Retention, \$804 additional premium plus taxes & fees
- Crime: \$1M limit, \$10k Retention, \$4,802 additional premium plus taxes & fees
- Employed Lawyers: \$1M limit, \$25k Retention, \$664 additional premium plus taxes & fees

Payment Options

- Cyber – Direct Bill per expiring billing plan
- D&O/Employment Practices Liability – Agency Bill, Full pay, Financing available upon request

4.2/4.3

78

Carrier	Quote Offered	Premium	Comments
Travelers	No		Loss history, possible future claims
Amtrust	No		Minimum Retention at \$50k
Intact	No		Class of Business
BRP	No		Class of Business
Berkley	No		Class of Business
ERisk	No		Available for Excess
Hartford	No		Loss history, class of business
Philadelphia	No		Class of business
Great American	No		Loss history
Zurich	No		Class of business/exposure
Cincinnati	No		Loss history
CNA	No		Class of business

Genesee County Industrial Development Agency

Genesee County Industrial Development Agency
99 MedTech Dr STE 106
Batavia, NY 14020

Is the mailing address listed above correct? Yes: _____ No: _____

If you have answered No to the question shown above, please make corrections below:

Please respond in Section 1 **and** Section 2, then sign where indicated:

Section 1 - Select one of the following by placing an (X) in the appropriate box

By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. bind coverage as shown in this proposal. All changes from the original proposal are noted and initialed.

By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. bind coverage as shown in this proposal, with no changes from the original proposal

Section 2 - Select one of the following by placing an (X) in the appropriate box

By my signature below, I certify that I have declined quotes for additional coverages

By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. obtain Quotes for the following coverage: *(please list below)*

Signed: _____

Date: _____

Name: Genesee County Industrial Development Agency

Term: 2025-2026

We ask that you do not accept our brief description of the insurance coverages as a complete explanation of the policy terms. The actual policy language will govern the scope and limits of coverage involved.

4.2/4.3

80

GCEDC

Audit & Finance Committee Meeting Report

February 4, 2025

Economic Blueprint/Competitiveness Report

Discussion: The New York State Economic Development Council, The Business Council of New York State, and the Public Policy Institute of New York State have requested support for an Economic Blueprint/Competitiveness Report.

The project will collect data and input from a variety of plans, stakeholders, and best practices provide to generate policy recommendations that address New York's competitiveness with the goal of making New York more affordable, reversing outmigration, and supporting economic growth and opportunity.

The committee previously considered a \$5,000 contribution to the project, which would be covered through available funding in the 2025 Marketing Operations budget.

Committee action request: Recommend approval of not to exceed \$5,000 contribution to the Economic Blueprint/Competitiveness Report.

Cost Reimbursement Agreement with National Grid

Discussion: Attached is a Cost Reimbursement Agreement (CRA) with National Grid for the construction costs associated with the tap to provide the Edwards project with power until the completion of the substation.

Fund commitment: \$205,814 included in the \$56 million.

Committee action request: Recommend approval to sign CRA for \$205,814.

COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into effective as of _____, 2024 (the "Effective Date"), by and between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** (the "Company"), a corporation organized and existing under the laws of the State of New York; and **GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Customer" or "GCEDC"), a government agency organized and existing under the laws of the State of New York. Company and Customer may be referred to hereunder individually, as a "Party" or, collectively, as the "Parties".

WHEREAS, Customer owns property located at 6685 Crosby Road, Basom, New York 14013 (the "Premise"); and

WHEREAS, Company presently owns and operates certain Electric distribution and transmission facilities in the Town of Basom on or near the Premise pursuant to its franchise rights and other property rights; and

WHEREAS, Customer has requested that the Company construct a temporary line tap configuration at the 115kV Lockport-Batavia Line 112 to be utilized only until the STAMP substation is fully functional; and

WHEREAS, to accommodate Customer's request, Company will furnish and install conductor, shield wire, project management activities and remove other necessary facilities (the "Project"); and

WHEREAS, the Project falls under Rule 10 of the Company's Electric tariff, PSC No. 220 - Electricity (the "Tariff"), as the same may be modified by the New York State Public Service Commission (the "Commission") and in effect from time to time; and

WHEREAS, Company is willing to complete the Project subject to the terms and conditions herein; and

WHEREAS, the Company and the Customer seek to enter into an agreement to facilitate construction of and payment for the Project; and

NOW, THEREFORE, in exchange for the covenants contained herein and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Scope of Work. The Company shall construct the Project in accordance with the provisions contained in Attachment A ("Company Work") affixed hereto and incorporated into this Agreement as if fully set forth herein. All Company Work will be performed in accordance with the Tariff and all terms and conditions of the Tariff apply to the Project and to this Agreement.

The Customer's scope of work is set forth in Attachment B, which is affixed hereto and incorporated into this Agreement as if fully set forth herein (the "Customer Work").

2. Payment and Remedies. Customer agrees to pay Company all actual costs incurred by Company and its contractors in connection with the Project. For the purposes of this Agreement, Company's "actual costs" shall include all applicable overheads and adders as well as all applicable taxes. Upon execution of this Agreement, Customer shall provide Company with a payment of \$205,814 ("Initial Payment"). The Initial Payment represents Company's current estimate of Company costs to complete the Project. The total actual costs related to the Project shall be determined by the Company upon the completion of the Project. Any undercharge will be reconciled and provided in a final bill to Customer ("Final Bill"). Customer shall pay the Final Bill within the timeline specified on the Final Bill. Any

overcharge shall include a payment to Customer if Company's calculations reveal that a refund is due.

3. Approvals. It is understood that Company may be required to obtain regulatory and other third-party approvals and releases in connection with the Project. If so, this Agreement shall be subject to any such approvals and releases.

4. Company Performance. Company agrees to undertake and perform the Project in accordance with Good Utility Practice, provided however that nothing in this Agreement shall be regarded as a guarantee by Company that the Project will be completed by any specific date nor does this Agreement create or impose any liability on Company solely because such date is not achieved.

For the purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods or acts engaged in or approved by a significant portion of the Electric utility industry during the relevant time period, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to delineate acceptable practices, methods, or acts generally accepted in the region.

5. Confidentiality. Customer acknowledges and agrees that the provisions of this Agreement and all invoices and status reports provided by the Company to the Customer pursuant thereto are "Confidential Information". Customer shall not disclose the Confidential Information without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflict of laws principles thereof. The Parties expressly consent to the jurisdiction of the courts of the State of New York as to any issues related to this Agreement, including the validity, enforceability or interpretation hereof. This agreement in no way precludes Customer from pursuing available remedies with the New York State Public Service Commission.

7. Assignment. This Agreement, and its terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, conditioned or denied. The foregoing notwithstanding, Company may assign this Agreement to any Company affiliate without Customer's consent. Any attempted assignment that violates this Paragraph 7 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

8. Independent Contractor. Each Party acknowledges and agrees that the relationship of the Parties hereto is that of independent contractors. None of the terms herein are intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party.

9. Third Party Beneficiaries Excluded. Nothing in this Agreement is intended to create or shall create any legally enforceable rights in any person or entity other than Company and Customer.

10. Entire Agreement. This Agreement, Attachments A, B and C hereto, and the applicable provisions of Company's Tariff shall together constitute the complete agreement between Company and Customer with respect to

construction of and payment for the Project and shall supersede and merge all prior discussions, whether written or oral and all prior understandings, whether express or implied between Customer and Company with respect to the Project. This Agreement, or any provision hereof, cannot be modified or amended except in a writing signed by both Parties.

11. Waiver. No waiver shall be deemed to be made by either of the Parties to this Agreement of any of its rights under this Agreement unless such waiver shall be in writing signed by the Party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the Party bound thereby in any other respect at any other time.

12. Severability. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.

13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed as the original, but all constitute one and the same instrument.

14. Authority. Each Party represents and warrants to the other that the signatory identified beneath its name below has the full authority to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

By: _____

Name: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

Attachment A	Scope of Company Work
Schedule 1	Illustrative Design
Attachment B	Scope of Customer Work
Attachment C	Environmental Due Diligence Procedure

Attachment A

Scope of Company Work

Company will perform the work listed below in connection with the Project in accordance with Company's standards, practices and procedures, and Company's engineering specifications. The Company Work is further illustrated in Schedule 1 attached hereto.

The Company shall perform the following engineering design and construction services in connection with the Project:

The company work for the Temporary Line Tap Configuration from the Lockport Batavia Line 112 to the Edwards Service Lateral Tap Structure –

- Furnish and Install 1200' of 795 kcmil 26/7 "Drake" conductor spanning Lockport Batavia Line 112 to Structure 1 on Plug Power's Service Lateral and from Structure 3 on Plug Power's Service Lateral to Edwards Structure 1 on the Line 502 extension.
- Furnish and install 400' of 3/8" shield wire spanning Lockport Batavia Line 112 to Structure 1 on Plug Power's Service Lateral and from Structure 3 on Plug Power's Service Lateral to Edwards Structure 1 on the Line 502 extension.

Upon completion of the 345kV to 115kV Stamp Substation, the Company work will include the following removal work –

- The removal of 1200' of 795 kcmil 26/7 "Drake" conductor from the Lockport Batavia 112 span and from Structure 3 to Structure 1 of the Line 502 extension.
- The removal of 400' of 3/8" shield wire from the Lockport Batavia 112 span and from Structure 3 to Structure 1 of the Line 502 extension.

The Company will provide the following project management and administration services in conjunction with the company work -

- A Project Manager to administer the Company's work associated with the Temporary Line Tap Configuration from the Lockport Batavia Line 112 to the Edwards Service Lateral Tap Structure project and coordinate the Company's work with any other related Customer projects.
- Project progress with milestone schedule updates.
- Perform activities including, but not limited to, as-built drawings, property record updates, final invoicing, permit closures, and project closeout.

1. Required Approvals

- With the exception of any Land Use Approvals (as defined in Exhibit B), the Company shall prepare, file for, and use reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and authorizations from all local, state and federal governmental agencies and any other third parties for the Company to construct, install, commission, own, use, operate, and maintain Company facilities constructed pursuant to the Project.

The Company will also perform any other tasks it deems, in its sole discretion, to be reasonable, necessary or advisable in connection with the work contemplated by this Exhibit A (including, without limitation, any changes

thereto).

- Company shall install any additional appurtenant facilities or perform any additional work required to complete Company Work.

Company Specifications

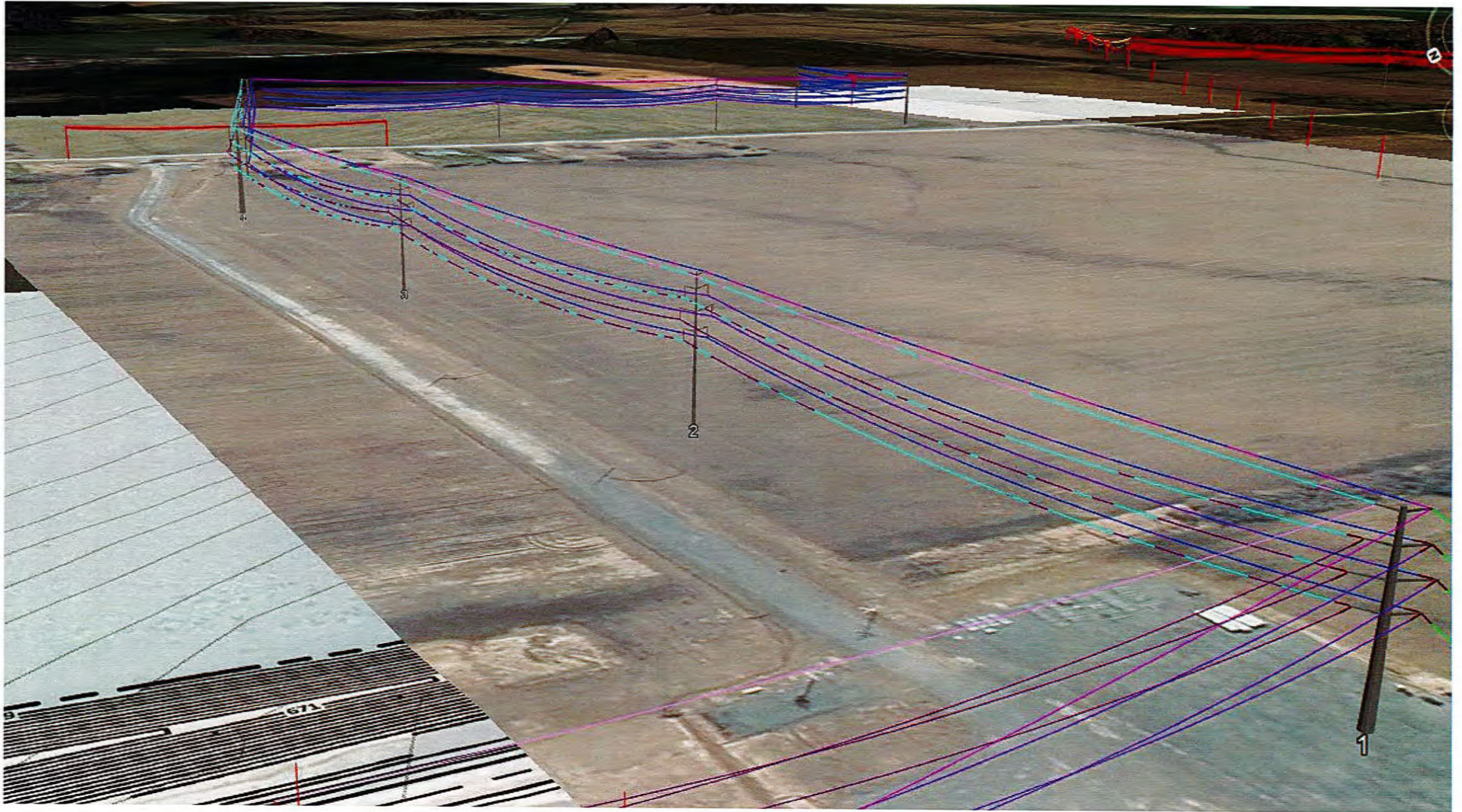
COMPANY service bulletins are available at:

<https://www.nationalgridus.com/ProNet/Technical-Resources/Electric-Specifications>

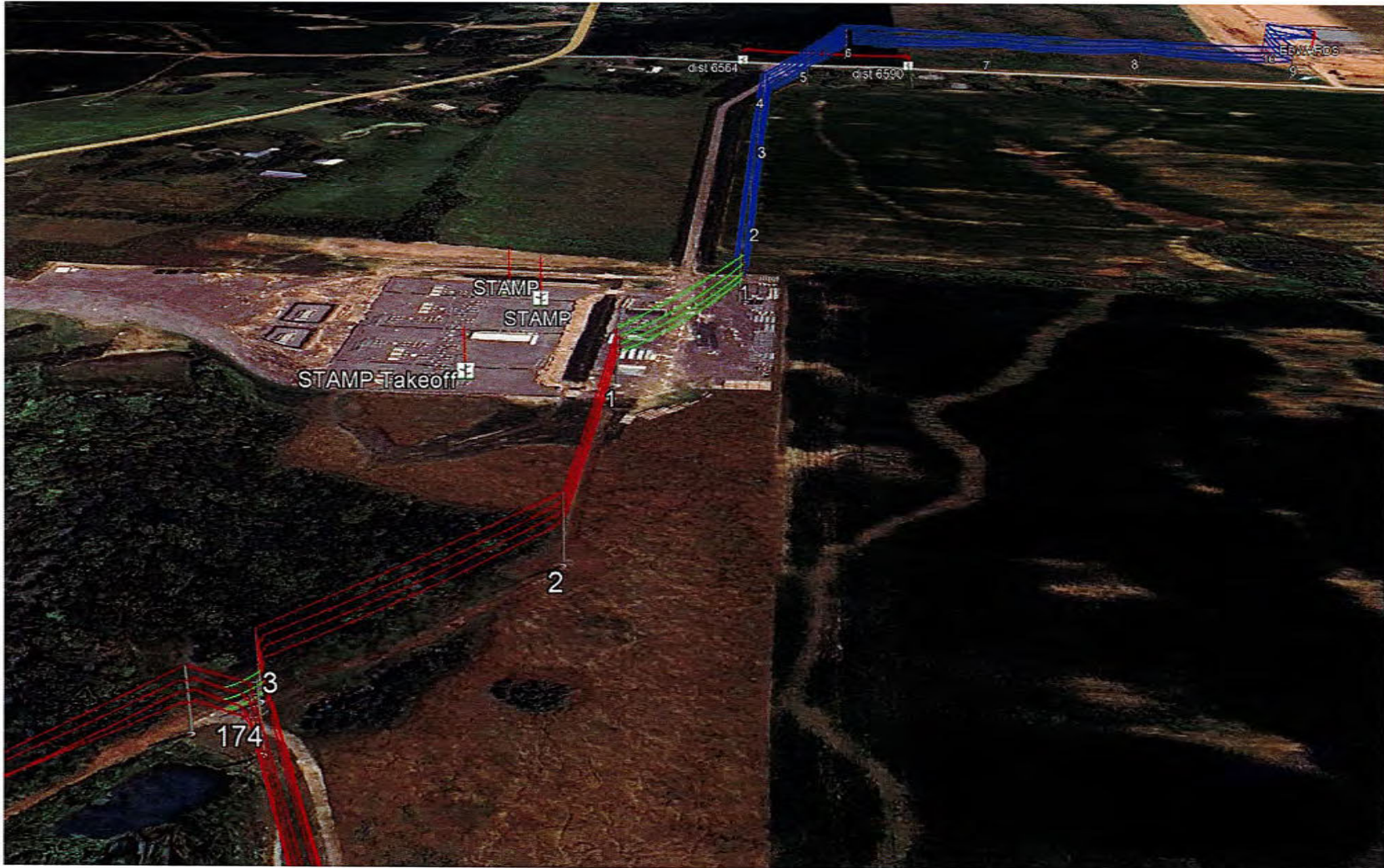
<https://www.nationalgridus.com/ProNet/Technical-Resources/Gas-Specifications>

Schedule 1

GCEDC Scope of work depicted as the light blue circuit, north of the Edwards tap, along structures 1 through 6.



Green line section depicted as Temporary Configuration attached to Blue line section depicted as Edwards Line Tap



Attachment B

Scope of Customer Work

Customer shall perform the following work in connection with this Agreement:

- Customer shall be responsible for granting the Company all Land Use Approvals. The Company shall not have any responsibility for seeking or acquiring any real property rights in connection with Company Work or the Project including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right-of-way interests. Neither this Agreement nor Company Work include securing or arranging for Customer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company.
- Customer shall grant to Company certain perpetual easements and rights for the construction, installation, testing, ownership, use, operation, and maintenance of the portions of the Project to be located on, over, across, and through Customer's property and Customer shall obtain all easements, access rights, rights-of-way, fee interests, or other rights in property necessary to accommodate Company's construction, installation, testing, ownership, use, operation, and maintenance in connection with the Project, as determined to Company's satisfaction in its sole discretion ("Real Property Rights"). Real Property Rights will be obtained and conveyed by Customer in accordance with the Company's Real Property Standards and in a form and substance satisfactory to Company in its sole discretion.
- In undertaking or performing any work required of it under the terms of this Agreement, including, without limitation, securing the Real Property Rights, Customer shall comply, at all times, with the Company's Environmental Due Diligence Procedure in Attachment C hereto, as may be updated, amended or revised from time to time. Customer shall coordinate with the Company's Environmental Department with respect to the Environmental Due Diligence Procedure. The Company's project manager will provide Customer with the name and contact information for an appropriate Company representative in the Company's Environmental Department.
- Customer shall identify a project manager who will be given the authority to coordinate all aspects of the Project between Customer and Company.
- Customer shall provide complete and accurate information regarding the Premise, Project and the site(s) where Company Work is to be performed, including, without limitation, constraints, space requirements, underground or hidden facilities and structures, and hazardous substances that are known or become known by Customer during the term of the Project, and all applicable data, drawings and specifications.
- Customer shall provide the Company and its contractors and representatives with adequate access to the Premise for the purpose of enabling Company to perform the Company Work as and when needed, and shall include adequate and secure parking for Company and contractor vehicles and equipment.
- Other responsibilities and access as deemed necessary by Company to facilitate performance of the Company Work under this Agreement. Customer shall cooperate to the fullest extent possible with Company as required to facilitate the Company Work.

Attachment C

Environmental Due Diligence Procedure

This document outlines the appropriate level of environmental due diligence that the Third Party, also referred to as the “Customer” as defined in this Cost Reimbursement Agreement (“CRA”), performs for the transaction of properties with National Grid, if necessary. The work practices are consistent with those contained in ASTM International Standards and “All Appropriate Inquiry” federal legislation.

1.0 DEFINITIONS

Property: Customer and/or Third Party owned real property including, but not limited to, electrical, gas, generation, and LNG facilities; stations/substations; office buildings; operations centers; staging areas; and vacant land.

Property Transaction: Property transactions are defined to include:

- The sale or lease of a National Grid-owned property to a Third Party;
- The termination of a lease for a property currently leased by National Grid from a Third Party; and
- The purchase or lease by National Grid of a property from a Third Party.

2.0 DUE DILIGENCE PROCESS

All environmental due diligence activities in support of a property transaction must be coordinated by the Third Party with their Environmental Consultant. Due diligence should be conducted early in the property management process since the results of the due diligence could impact property management decisions. Due diligence must be conducted by an Environmental Consultant hired by the Third Party.

The level of due diligence should be commensurate with the transaction and its potential risk.

For property transactions involving property purchase or sale, the current ASTM Standard Practice for ESAs must be followed (ASTM E-1527-13) and all readily available information on the subject property’s environmental conditions must be obtained using the steps outlined in Sections 3.1 – 3.5, as appropriate. Additional activities may also be warranted based on the findings, including but not limited to, Phase II ESA (ASTM E 1903) activities.

For other types of transactions (e.g. leases), the level of due diligence required may vary. Appropriate components of the Phase I ESA process may be employed to complete the due diligence process for these types of transactions.

Documentation of environmental due diligence activities and associated recommendations by the Environmental Consultant must be prepared to support all due diligence activities, regardless of the type of transaction under consideration.

2.1 Records Review

Records that are readily available regarding current and historical site use and facility operations must be reviewed. Information that should be researched may include but not be limited to:

- Aerial photos
- Information regarding the property's historic use (Assessor's records, street directories, fire insurance maps, building department records, etc.)
- Oil-filled equipment management
- Use and storage of hazardous materials
- Former aboveground or underground storage tank locations
- Presence of dry wells, septic systems, or other underground injection structures
- A determination regarding whether an environmental deed restriction has been placed on the property
- Former pole storage locations
- Spill history/records
- Facility drawings
- Company archives
- Facility documents and reports (e.g., asbestos surveys)
- Deposition of soil and/or material that may have altered or impacted natural resources (e.g., filling in wetlands, altering the natural course of a protected stream)
- Other site-specific information.

2.2 Interviews with Knowledgeable Personnel

Personnel knowledgeable regarding current and former facility operations, and other persons knowledgeable of the property (including local officials), must be interviewed.

2.3 Site Reconnaissance

A site inspection must be conducted of the property. Items to be noted may include but not be limited to:

- Current site use
- Aboveground or underground storage tanks
- Stained soils or concrete
- Current location of oil-filled equipment storage and hazardous substances
- Unusual odors
- Groundwater monitoring wells
- Drywells, catch basins, drainage swales, sumps
- Soil/material stockpiles
- Waste storage areas
- Asbestos-containing materials
- Wastewater treatment
- Adjacent property usage
- Presence of hydraulic equipment
- Stressed vegetation.

2.4 Regulatory and Local Agency Review

Federal and state environmental regulatory databases and lists must be reviewed to determine if the property is of “listed” status. In addition, local environmental regulatory agencies must be contacted to inquire about environmental conditions at the site.

2.5 Data Collection

The collection of samples for environmental analysis is based on the results of a Phase I ESA. If recommended, a Phase II ESA shall be completed.

If possible, samples may be collected with the written permission of the current property owner.

Important factors to consider in addition to Phase I ESA results:

- Facilities with limited operational histories (e.g., office work) generally will not require the collection of samples.
- Facilities with current and/or former oil-filled equipment storage areas, waste management areas, gas liquid storage areas, or hazardous waste storage areas generally will require sample collection. The Environmental Consultant will determine the suite of parameters for laboratory analysis.
- Facilities with former locations of aboveground or underground storage tanks generally will require sample collection if insufficient documentation exists regarding the previous tank closure.
- Facilities with current and/or former utility equipment storage locations (e.g., pole storage, mercury regulator storage, oil-filled equipment storage) generally will require sample collection.

2.6 Due Diligence Documentation

A written report of the results of the environmental due diligence must be developed under the direction of the Environmental Consultant. The report must state a conclusion regarding whether environmental contamination was observed or is potentially present at the facility. The written report must be distributed to National Grid.

3.0 DIVERGENCE FROM THE GUIDANCE CONTAINED IN THIS CHAPTER

National Grid has the authority to approve divergence from the guidance contained in this Environmental Due Diligence Procedure. Such decisions will be made on a case-by-case basis taking into account site-specific conditions.

4.0 COORDINATION WITH PROSPECTIVE BUYERS OF NATIONAL GRID PROPERTIES

Third Parties who are prospective buyers of National Grid property have the right to conduct, at their own expense, an environmental assessment. It is in the buyer's best interest to perform a due diligence inquiry in order to obtain exemption from liability under Federal and State Superfund laws. National Grid may share environmental information related to the subject property with the prospective buyer under a signed confidentiality agreement, however the buyer may not rely on this information solely in meeting their due diligence requirement. National Grid must receive a copy of the environmental assessment report, Phase I and Phase II from the prospective buyer. Any sharing or dissemination of information between parties should be coordinated by the National Grid Legal Department.

5.0 POST-TRANSACTION REQUIREMENTS

Upon completion of the transaction, the Third Party must notify National Grid. The following information, as appropriate, should be provided:

- Date of real property closing;
- Name of new owner;
- Address of new owner; and,
- Copies of all reports and documents generated by the transaction.

Cost Reimbursement Agreement with National Grid

Discussion: Attached is a Cost Reimbursement Agreement (CRA) with National Grid for the construction costs associated with adding a second set of davit arms on the pole structures to enable a second circuit to provide power to future tenants at STAMP.

Fund commitment: \$719,778 included in the \$56 million.

Committee action request: Recommend approval to sign CRA for \$719,778.

COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into effective as of _____, 2024 (the "Effective Date"), by and between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** (the "Company"), a corporation organized and existing under the laws of the State of New York; and **GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Customer"), a foreign limited liability corporation. Company and Customer may be referred to hereunder individually, as a "Party" or, collectively, as the "Parties".

WHEREAS, Customer owns property located at 6685 Crosby Road, Basom, New York 14013 (the "Premise"); and

WHEREAS, Company presently owns and operates certain Electric distribution and transmission facilities in the Town of Basom on or near the Premise pursuant to its franchise rights and other property rights; and

WHEREAS, Customer has requested additional circuit infrastructure attached to the Edwards Vacuum Line Tap, Line 502 to support future Customer's development of a manufacturing facility of vacuum and abatement on the location of the STAMP site; and

WHEREAS, to accommodate Customer's request, Company will add davit arms, conductor and optical ground wire to the Line 502 Edwards Tap (the "Project"); and

WHEREAS, the Project falls under Rule 28.2 of the Company's Electric tariff, PSC No. 220 - Electricity (the "Tariff"), as the same may be modified by the New York State Public Service Commission (the "Commission") and in effect from time to time; and

WHEREAS, Company is willing to complete the Project subject to the terms and conditions herein; and

WHEREAS, the Company and the Customer seek to enter into an agreement to facilitate construction of and payment for the Project; and

NOW, THEREFORE, in exchange for the covenants contained herein and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Scope of Work. The Company shall construct the Project in accordance with the provisions contained in Attachment A ("Company Work") affixed hereto and incorporated into this Agreement as if fully set forth herein. All Company Work will be performed in accordance with the Tariff and all terms and conditions of the Tariff apply to the Project and to this Agreement.

The Customer's scope of work is set forth in Attachment B, which is affixed hereto and incorporated into this Agreement as if fully set forth herein (the "Customer Work").

2. Payment and Remedies. Customer agrees to pay Company all actual costs incurred by Company and its contractors in connection with the Project. For the purposes of this Agreement, Company's "actual costs" shall include all applicable overheads and adders as well as all applicable taxes. Upon execution of this Agreement, Customer shall provide Company with a payment of \$719,778 ("Initial Payment"). The Initial Payment represents Company's current estimate of Company costs to complete the Project. The total actual costs related to the Project shall be determined by the Company upon the completion of the Project. Any undercharge will be reconciled and provided in a final bill to Customer ("Final Bill"). Customer shall pay the Final Bill within the timeline specified on the Final Bill. Any

overcharge shall include a payment to Customer if Company's calculations reveal that a refund is due.

3. Approvals. It is understood that Company may be required to obtain regulatory and other third-party approvals and releases in connection with the Project. If so, this Agreement shall be subject to any such approvals and releases.

4. Company Performance. Company agrees to undertake and perform the Project in accordance with Good Utility Practice, provided however that nothing in this Agreement shall be regarded as a guarantee by Company that the Project will be completed by any specific date nor does this Agreement create or impose any liability on Company solely because such date is not achieved.

For the purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods or acts engaged in or approved by a significant portion of the Electric utility industry during the relevant time period, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to delineate acceptable practices, methods, or acts generally accepted in the region.

5. Confidentiality. Customer acknowledges and agrees that the provisions of this Agreement and all invoices and status reports provided by the Company to the Customer pursuant thereto are "Confidential Information". Customer shall not disclose the Confidential Information without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflict of laws principles thereof. The Parties expressly consent to the jurisdiction of the courts of the State of New York as to any issues related to this Agreement, including the validity, enforceability or interpretation hereof. This agreement in no way precludes Customer from pursuing available remedies with the New York State Public Service Commission.

7. Assignment. This Agreement, and its terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, conditioned or denied. The foregoing notwithstanding, Company may assign this Agreement to any Company affiliate without Customer's consent. Any attempted assignment that violates this Paragraph 7 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

8. Independent Contractor. Each Party acknowledges and agrees that the relationship of the Parties hereto is that of independent contractors. None of the terms herein are intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party.

9. Third Party Beneficiaries Excluded. Nothing in this Agreement is intended to create or shall create any legally enforceable rights in any person or entity other than Company and Customer.

10. Entire Agreement. This Agreement, Attachments A, B and C hereto, and the applicable provisions of Company's Tariff shall together constitute the complete agreement between Company and Customer with respect to

construction of and payment for the Project and shall supersede and merge all prior discussions, whether written or oral and all prior understandings, whether express or implied between Customer and Company with respect to the Project. This Agreement, or any provision hereof, cannot be modified or amended except in a writing signed by both Parties.

11. Waiver. No waiver shall be deemed to be made by either of the Parties to this Agreement of any of its rights under this Agreement unless such waiver shall be in writing signed by the Party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the Party bound thereby in any other respect at any other time.

12. Severability. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.

13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed as the original, but all constitute one and the same instrument.

14. Authority. Each Party represents and warrants to the other that the signatory identified beneath its name below has the full authority to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

GENESSEE COUNTY ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

Attachment A	Scope of Company Work
Schedule 1	Illustrative Design
Attachment B	Scope of Customer Work
Attachment C	Environmental Due Diligence Procedure

Attachment A

Scope of Company Work

Company will perform the work listed below in connection with the Project in accordance with Company's standards, practices and procedures, and Company's engineering specifications. The Company Work is further illustrated in Schedule 1 attached hereto.

The Company shall perform the following engineering design and construction services in connection with the Project:

The scope of work provided by the company includes Material Procurement, Construction and Construction Closeout for the second circuit attached to the 115kV transmission line extension (Line 502) project for Edwards Vacuum from the Stamp Substation

The company work for the 115kV transmission line extension –

1. Furnish and install twenty - four (24) total steel davit arms on six (6) of the ten (10) monopole steel structures
2. Furnish and install approx. 7,500LF of 795 KCMIL 26/7 aluminum conductor steel reinforced ("ACSR") "Drake" Conductor and associated insulators
3. Furnish and install approx. 3000LF ½" 48 strand fiber optical ground wire ("OPGW") with associated splice boxes

The Company will provide the following project management and administration services in conjunction with the design fee agreement executed 3/6/2024:

- A Project Manager to administer the Company's work associated with the installation of the second circuit attached to the Edwards 115kV transmission line extension project and coordinate the Company's work with any other related Customer projects.
- Project progress with milestone schedule updates.
- Perform activities including, but not limited to, as-built drawings, property record updates, final invoicing, permit closures, and project closeout.

Required Approvals

- With the exception of any Land Use Approvals (as defined in Exhibit B), the Company shall prepare, file for, and use reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and authorizations from all local, state and federal governmental agencies and any other third parties for the Company to construct, install, commission, own, use, operate, and maintain Company facilities constructed pursuant to the Project.
- Company shall install any additional appurtenant facilities or perform any additional work required to complete Company Work.

Company Specifications

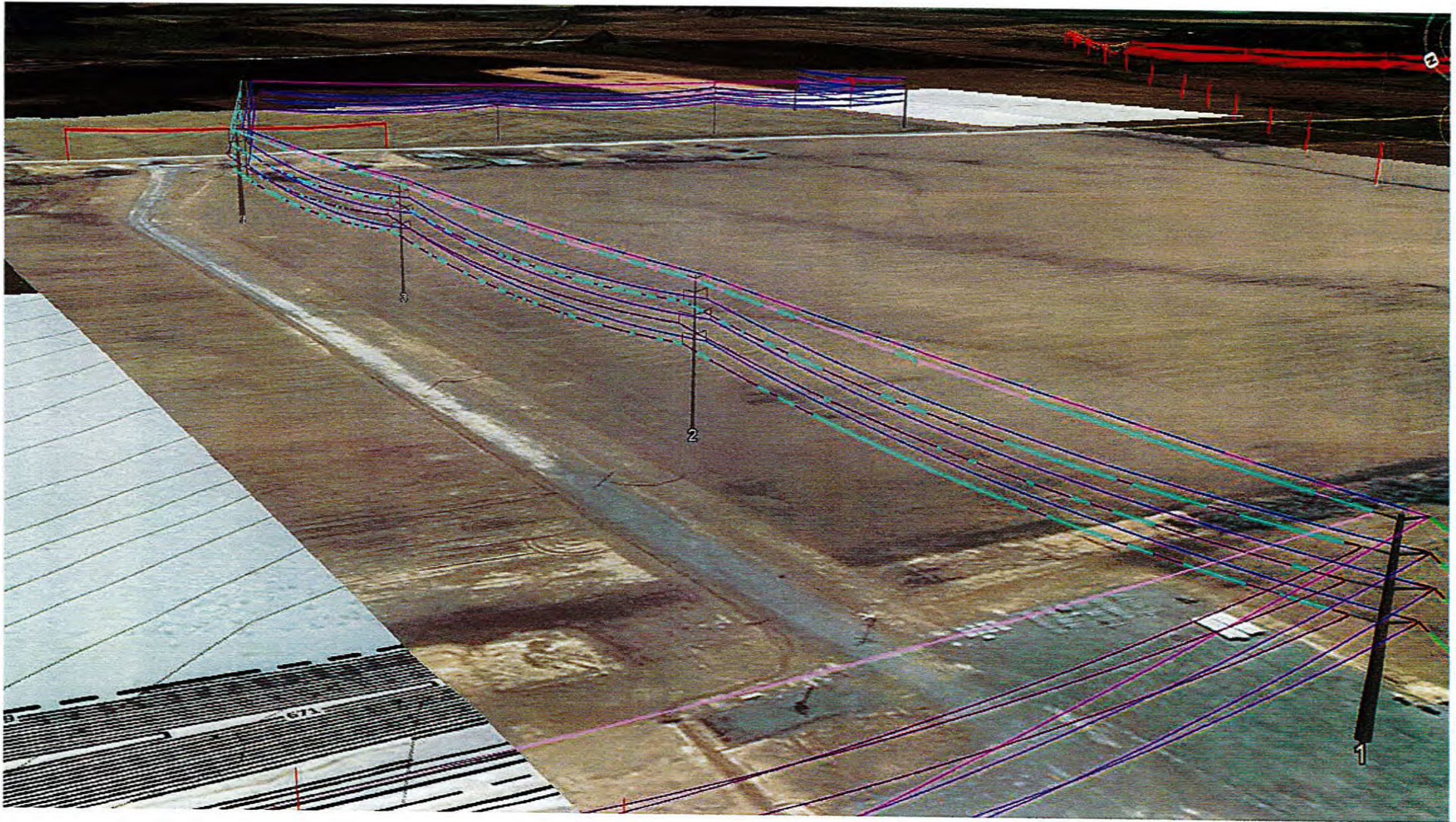
COMPANY service bulletins are available at:

<https://www.nationalgridus.com/ProNet/Technical-Resources/Electric-Specifications>

<https://www.nationalgridus.com/ProNet/Technical-Resources/Gas-Specifications>

Schedule 1

GCEDC Scope of work depicted as the light blue circuit, north of the Edwards tap, along structures 1 through 6.



Attachment B

Scope of Customer Work

Customer shall perform the following work in connection with this Agreement:

- Customer shall be responsible for granting the Company all Land Use Approvals. The Company shall not have any responsibility for seeking or acquiring any real property rights in connection with Company Work or the Project including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right-of-way interests. Neither this Agreement nor Company Work include securing or arranging for Customer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company.
- Customer shall grant to Company certain perpetual easements and rights for the construction, installation, testing, ownership, use, operation, and maintenance of the portions of the Project to be located on, over, across, and through Customer's property and Customer shall obtain all easements, access rights, rights-of-way, fee interests, or other rights in property necessary to accommodate Company's construction, installation, testing, ownership, use, operation, and maintenance in connection with the Project, as determined to Company's satisfaction in its sole discretion ("Real Property Rights"). Real Property Rights will be obtained and conveyed by Customer in accordance with the Company's Real Property Standards and in a form and substance satisfactory to Company in its sole discretion.
- In undertaking or performing any work required of it under the terms of this Agreement, including, without limitation, securing the Real Property Rights, Customer shall comply, at all times, with the Company's Environmental Due Diligence Procedure in Attachment C hereto, as may be updated, amended or revised from time to time. Customer shall coordinate with the Company's Environmental Department with respect to the Environmental Due Diligence Procedure. The Company's project manager will provide Customer with the name and contact information for an appropriate Company representative in the Company's Environmental Department.
- Customer shall identify a project manager who will be given the authority to coordinate all aspects of the Project between Customer and Company.
- Customer shall provide complete and accurate information regarding the Premise, Project and the site(s) where Company Work is to be performed, including, without limitation, constraints, space requirements, underground or hidden facilities and structures, and hazardous substances that are known or become known by Customer during the term of the Project, and all applicable data, drawings and specifications.
- Customer shall provide the Company and its contractors and representatives with adequate access to the Premise for the purpose of enabling Company to perform the Company Work as and when needed, and shall include adequate and secure parking for Company and contractor vehicles and equipment.
- Other responsibilities and access as deemed necessary by Company to facilitate performance of the Company Work under this Agreement. Customer shall cooperate to the fullest extent possible with Company as required to facilitate the Company Work.

Attachment C

Environmental Due Diligence Procedure

This document outlines the appropriate level of environmental due diligence that the Third Party, also referred to as the “Customer” as defined in this Cost Reimbursement Agreement (“CRA”), performs for the transaction of properties with National Grid, if necessary. The work practices are consistent with those contained in ASTM International Standards and “All Appropriate Inquiry” federal legislation.

1.0 DEFINITIONS

Property: Customer and/or Third Party owned real property including, but not limited to, electrical, gas, generation, and LNG facilities; stations/substations; office buildings; operations centers; staging areas; and vacant land.

Property Transaction: Property transactions are defined to include:

- The sale or lease of a National Grid-owned property to a Third Party;
- The termination of a lease for a property currently leased by National Grid from a Third Party; and
- The purchase or lease by National Grid of a property from a Third Party.

2.0 DUE DILIGENCE PROCESS

All environmental due diligence activities in support of a property transaction must be coordinated by the Third Party with their Environmental Consultant. Due diligence should be conducted early in the property management process since the results of the due diligence could impact property management decisions. Due diligence must be conducted by an Environmental Consultant hired by the Third Party.

The level of due diligence should be commensurate with the transaction and its potential risk.

For property transactions involving property purchase or sale, the current ASTM Standard Practice for ESAs must be followed (ASTM E-1527-13) and all readily available information on the subject property’s environmental conditions must be obtained using the steps outlined in Sections 3.1 – 3.5, as appropriate. Additional activities may also be warranted based on the findings, including but not limited to, Phase II ESA (ASTM E 1903) activities.

For other types of transactions (e.g. leases), the level of due diligence required may vary. Appropriate components of the Phase I ESA process may be employed to complete the due diligence process for these types of transactions.

Documentation of environmental due diligence activities and associated recommendations by the Environmental Consultant must be prepared to support all due diligence activities, regardless of the type of transaction under consideration.

2.1 Records Review

Records that are readily available regarding current and historical site use and facility operations must be reviewed. Information that should be researched may include but not be limited to:

- Aerial photos
- Information regarding the property's historic use (Assessor's records, street directories, fire insurance maps, building department records, etc.)
- Oil-filled equipment management
- Use and storage of hazardous materials
- Former aboveground or underground storage tank locations
- Presence of dry wells, septic systems, or other underground injection structures
- A determination regarding whether an environmental deed restriction has been placed on the property
- Former pole storage locations
- Spill history/records
- Facility drawings
- Company archives
- Facility documents and reports (e.g., asbestos surveys)
- Deposition of soil and/or material that may have altered or impacted natural resources (e.g., filling in wetlands, altering the natural course of a protected stream)
- Other site-specific information.

2.2 Interviews with Knowledgeable Personnel

Personnel knowledgeable regarding current and former facility operations, and other persons knowledgeable of the property (including local officials), must be interviewed.

2.3 Site Reconnaissance

A site inspection must be conducted of the property. Items to be noted may include but not be limited to:

- Current site use
- Aboveground or underground storage tanks
- Stained soils or concrete
- Current location of oil-filled equipment storage and hazardous substances
- Unusual odors
- Groundwater monitoring wells
- Drywells, catch basins, drainage swales, sumps
- Soil/material stockpiles
- Waste storage areas
- Asbestos-containing materials
- Wastewater treatment
- Adjacent property usage
- Presence of hydraulic equipment
- Stressed vegetation.

2.4 Regulatory and Local Agency Review

Federal and state environmental regulatory databases and lists must be reviewed to determine if the property is of “listed” status. In addition, local environmental regulatory agencies must be contacted to inquire about environmental conditions at the site.

2.5 Data Collection

The collection of samples for environmental analysis is based on the results of a Phase I ESA. If recommended, a Phase II ESA shall be completed.

If possible, samples may be collected with the written permission of the current property owner.

Important factors to consider in addition to Phase I ESA results:

- Facilities with limited operational histories (e.g., office work) generally will not require the collection of samples.
- Facilities with current and/or former oil-filled equipment storage areas, waste management areas, gas liquid storage areas, or hazardous waste storage areas generally will require sample collection. The Environmental Consultant will determine the suite of parameters for laboratory analysis.
- Facilities with former locations of aboveground or underground storage tanks generally will require sample collection if insufficient documentation exists regarding the previous tank closure.
- Facilities with current and/or former utility equipment storage locations (e.g., pole storage, mercury regulator storage, oil-filled equipment storage) generally will require sample collection.

2.6 Due Diligence Documentation

A written report of the results of the environmental due diligence must be developed under the direction of the Environmental Consultant. The report must state a conclusion regarding whether environmental contamination was observed or is potentially present at the facility. The written report must be distributed to National Grid.

3.0 DIVERGENCE FROM THE GUIDANCE CONTAINED IN THIS CHAPTER

National Grid has the authority to approve divergence from the guidance contained in this Environmental Due Diligence Procedure. Such decisions will be made on a case-by-case basis taking into account site-specific conditions.

4.0 COORDINATION WITH PROSPECTIVE BUYERS OF NATIONAL GRID PROPERTIES

Third Parties who are prospective buyers of National Grid property have the right to conduct, at their own expense, an environmental assessment. It is in the buyer's best interest to perform a due diligence inquiry in order to obtain exemption from liability under Federal and State Superfund laws. National Grid may share environmental information related to the subject property with the prospective buyer under a signed confidentiality agreement, however the buyer may not rely on this information solely in meeting their due diligence requirement. National Grid must receive a copy of the environmental assessment report, Phase I and Phase II from the prospective buyer. Any sharing or dissemination of information between parties should be coordinated by the National Grid Legal Department.

5.0 POST-TRANSACTION REQUIREMENTS

Upon completion of the transaction, the Third Party must notify National Grid. The following information, as appropriate, should be provided:

- Date of real property closing;
- Name of new owner;
- Address of new owner; and,
- Copies of all reports and documents generated by the transaction.

Cost Reimbursement Agreement with National Grid

Discussion: Attached is a Cost Reimbursement Agreement (CRA) with National Grid for the construction costs associated with the increase in costs for the foundations and poles on the Edwards line that will enable us to carry a second circuit on that line for future tenants at STAMP.

Fund commitment: \$500,000 included in the \$56 million.

Committee action request: Recommend approval to sign CRA not to exceed \$500,000.

COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into effective as of _____, 2025 (the "Effective Date"), by and between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** (the "Company"), a corporation organized and existing under the laws of the State of New York; and **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Customer"), a corporation organized and existing under the laws of the State of New York. Company and Customer may be referred to hereunder individually, as a "Party" or, collectively, as the "Parties".

WHEREAS, Customer owns and operates property located at Crosby Road, Alabama, New York 14013, commonly referred to as the Science & Technology Advanced Manufacturing Park ("STAMP") 345/115 kV Main Station (the "Premise"); and

WHEREAS, Company presently owns and operates certain Electric distribution and transmission facilities in the Town of Alabama on or near the Premise pursuant to its franchise rights and other property rights; and

WHEREAS, Edwards Vacuum LLC ("Edwards") has requested that the that the Company support Edwards' development of a manufacturing facility of vacuum and abatement on the location of the STAMP site; and

WHEREAS, to accommodate Edwards' request, with the financial support of Customer, Company will construct a 115 kV transmission tap, line 502, from the STAMP 345/115 kV Substation to the Customer owned 115 kV substation and (the "Project"); and

WHEREAS, Company and Edwards have entered into a Cost Reimbursement Agreement that outlines the Project (the "Edwards CRA"); and

WHEREAS, GCEDC will contribute the Initial Payment (as defined below) towards the total cost of the Project funded through the New York FAST Program; and

WHEREAS, the Project falls under Rule 22 of the Company's Electric tariff, PSC No. 220 - Electricity (the "Tariff"), as the same may be modified by the New York State Public Service Commission (the "Commission") and in effect from time to time; and

WHEREAS, Company is willing to complete the Project subject to the terms and conditions herein; and

WHEREAS, the Company and the Customer seek to enter into an agreement to facilitate construction of and payment for the Project; and

NOW, THEREFORE, in exchange for the covenants contained herein and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Scope of Work. The Company shall construct the Project in accordance with the provisions contained in Attachment A ("Company Work") affixed hereto and incorporated into this Agreement as if fully set forth herein. All Company Work will be performed in accordance with the Tariff and all terms and conditions of the Tariff apply to the Project and to this Agreement.

The Customer's scope of work is set forth in Attachment B, which is affixed hereto and incorporated into this

Agreement as if fully set forth herein (the "Customer Work").

2. Payment and Remedies. Customer agrees to pay Company all actual costs incurred by Company and its contractors in connection with the Project. For the purposes of this Agreement, Company's "actual costs" shall include all applicable overheads and adders as well as all applicable taxes. Upon execution of this Agreement, Customer shall provide Company with a payment of \$500,000 ("Initial Payment"). The Initial Payment represents Company's current estimate of Company costs to complete the Project. The total actual costs related to the Project shall be determined by the Company upon the completion of the Project. Any undercharge will be reconciled and provided in a final bill to Customer ("Final Bill"). Customer shall pay the Final Bill within the timeline specified on the Final Bill. Any overcharge shall include a payment to Customer if Company's calculations reveal that a refund is due.

3. Approvals. It is understood that Company may be required to obtain regulatory and other third-party approvals and releases in connection with the Project. If so, this Agreement shall be subject to any such approvals and releases.

4. Company Performance. Company agrees to undertake and perform the Project in accordance with Good Utility Practice, provided however that nothing in this Agreement shall be regarded as a guarantee by Company that the Project will be completed by any specific date nor does this Agreement create or impose any liability on Company solely because such date is not achieved.

For the purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods or acts engaged in or approved by a significant portion of the Electric utility industry during the relevant time period, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to delineate acceptable practices, methods, or acts generally accepted in the region.

5. Confidentiality. Customer acknowledges and agrees that the provisions of this Agreement and all invoices and status reports provided by the Company to the Customer pursuant thereto are "Confidential Information". Customer shall not disclose the Confidential Information without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflict of laws principles thereof. The Parties expressly consent to the jurisdiction of the courts of the State of New York as to any issues related to this Agreement, including the validity, enforceability or interpretation hereof. This agreement in no way precludes Customer from pursuing available remedies with the New York State Public Service Commission.

7. Assignment. This Agreement, and its terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, conditioned or denied. The foregoing notwithstanding, Company may assign this Agreement to any Company affiliate without Customer's consent. Any attempted assignment that violates this Paragraph 7 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

8. Independent Contractor. Each Party acknowledges and agrees that the relationship of the Parties hereto is that of independent contractors. None of the terms herein are intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party.

9. Third Party Beneficiaries Excluded. Nothing in this Agreement is intended to create or shall create any legally enforceable rights in any person or entity other than Company and Customer.

10. Entire Agreement. This Agreement, Attachments A, B and C hereto, and the applicable provisions of Company's Tariff shall together constitute the complete agreement between Company and Customer with respect to construction of and payment for the Project and shall supersede and merge all prior discussions, whether written or oral and all prior understandings, whether express or implied between Customer and Company with respect to the Project. This Agreement, or any provision hereof, cannot be modified or amended except in a writing signed by both Parties.

11. Waiver. No waiver shall be deemed to be made by either of the Parties to this Agreement of any of its rights under this Agreement unless such waiver shall be in writing signed by the Party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the Party bound thereby in any other respect at any other time.

12. Severability. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.

13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed as the original, but all constitute one and the same instrument.

14. Authority. Each Party represents and warrants to the other that the signatory identified beneath its name below has the full authority to execute this Agreement on its behalf.

{Signature Page to Follow.}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

Attachment A	Scope of Company Work
Attachment B	Scope of Customer Work
Attachment C	Environmental Due Diligence Procedure

Attachment A

Scope of Company Work

Company will perform the work listed below in connection with the Project in accordance with Company's standards, practices and procedures, and Company's engineering specifications.

The Company shall perform the following engineering design and construction services in connection with the Project:

The scope of work provided by the company includes Material Procurement, Construction and Construction Closeout for the 115kV transmission line extension (Line 502) project from the STAMP 345/115 kV Substation to the Edwards Vacuum Customer owned 115 kV substation.

The Company Work for the 115kV transmission line extension (W.O. 10030933927):

1. Furnish and install ten (10) steel monopole transmission line structures with davit arms.
2. Place five (5) steel monopole structures on concrete caisson foundations.
3. Direct embed five (5) steel monopole structures.
4. Furnish and install approx. 4,000LF of 795 KCMIL 26/7 ACSR "Drake" Conductor and associated insulators.
5. Furnish and install approx. 4,000LF, ½" 48 strand Fiber OPGW with associated splice boxes.
6. Apply and manage all environmental permitting as applicable.

The Company will provide the following project management and administration services in conjunction with the Design Fee Agreement executed on 3/6/2024:

1. A Project Manager to administer the Company's work associated with the 115kV transmission line extension project and coordinate the Company's work with any other related Customer projects.
2. Project progress with milestone schedule updates.
3. Perform activities including, but not limited to, as-built drawings, property record updates, final invoicing, permit closures, and project closeout.

Required Approvals

1. With the exception of any Land Use Approvals (as defined in Exhibit B), the Company shall prepare, file for, and use reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and authorizations from all local, state and federal governmental agencies and any other third parties for the Company to construct, install, commission, own, use, operate, and maintain Company facilities constructed pursuant to the Project.
 2. Company shall install any additional appurtenant facilities or perform any additional work required to complete Company Work.
- Company shall install any additional appurtenant facilities or perform any additional work required to complete Company Work.

Company Specifications

The following Company specifications for Electric requirements identified under this Agreement are:

- ESB-750
- ESB-752
- ESB-755
- ESB-756, Appendix A as such may be amended, modified and superseded from time to time.

COMPANY service bulletins are available at:

<https://www.nationalgridus.com/ProNet/Technical-Resources/Electric-Specifications>

<https://www.nationalgridus.com/ProNet/Technical-Resources/Gas-Specifications>

Attachment B

Scope of Customer Work

Customer shall perform the following work in connection with this Agreement:

- Customer shall grant to Company certain perpetual easements and rights for the construction, installation, testing, ownership, use, operation, and maintenance of the portions of the Project to be located on, over, across, and through Customer's property and Customer shall obtain all easements, access rights, rights-of-way, fee interests, or other rights in property necessary to accommodate Company's construction, installation, testing, ownership, use, operation, and maintenance in connection with the Project, as determined to Company's satisfaction in its sole discretion ("Real Property Rights"). Real Property Rights will be obtained and conveyed by Customer in accordance with the Company's Real Property Standards and in a form and substance satisfactory to Company in its sole discretion.
- In undertaking or performing any work required of it under the terms of this Agreement, including, without limitation, securing the Real Property Rights, Customer shall comply, at all times, with the Company's Environmental Due Diligence Procedure in Attachment C hereto, as may be updated, amended or revised from time to time. Customer shall coordinate with the Company's Environmental Department with respect to the Environmental Due Diligence Procedure. The Company's project manager will provide Customer with the name and contact information for an appropriate Company representative in the Company's Environmental Department.
- Customer shall identify a project manager who will be given the authority to coordinate all aspects of the Project between Customer and Company.
- Customer shall provide complete and accurate information regarding the Premise, Project and the site(s) where Company Work is to be performed, including, without limitation, constraints, space requirements, underground or hidden facilities and structures, and hazardous substances that are known or become known by Customer during the term of the Project, and all applicable data, drawings and specifications.
- Customer shall provide the Company and its contractors and representatives with adequate access to the Premise for the purpose of enabling Company to perform the Company Work as and when needed, and shall include adequate and secure parking for Company and contractor vehicles and equipment.
- Other responsibilities and access as deemed necessary by Company to facilitate performance of the Company Work under this Agreement. Customer shall cooperate to the fullest extent possible with Company as required to facilitate the Company Work.

Attachment C

Attachment C

Environmental Due Diligence Procedure

This document outlines the appropriate level of environmental due diligence that the Third Party, also referred to as the “Customer” as defined in this Cost Reimbursement Agreement (“CRA”), performs for the transaction of properties with National Grid, if necessary. The work practices are consistent with those contained in ASTM International Standards and “All Appropriate Inquiry” federal legislation.

1.0 DEFINITIONS

Property: Customer and/or Third Party owned real property including, but not limited to, electrical, gas, generation, and LNG facilities; stations/substations; office buildings; operations centers; staging areas; and vacant land.

Property Transaction: Property transactions are defined to include:

- The sale or lease of a National Grid-owned property to a Third Party;
- The termination of a lease for a property currently leased by National Grid from a Third Party; and
- The purchase or lease by National Grid of a property from a Third Party.

2.0 DUE DILIGENCE PROCESS

All environmental due diligence activities in support of a property transaction must be coordinated by the Third Party with their Environmental Consultant. Due diligence should be conducted early in the property management process since the results of the due diligence could impact property management decisions. Due diligence must be conducted by an Environmental Consultant hired by the Third Party.

The level of due diligence should be commensurate with the transaction and its potential risk.

For property transactions involving property purchase or sale, the current ASTM Standard Practice for ESAs must be followed (ASTM E-1527-13) and all readily available information on the subject property’s environmental conditions must be obtained using the steps outlined in Sections 3.1 – 3.5, as appropriate. Additional activities may also be warranted based on the findings, including but not limited to, Phase II ESA (ASTM E 1903) activities.

For other types of transactions (e.g. leases), the level of due diligence required may vary. Appropriate components of the Phase I ESA process may be employed to complete the due diligence process for these types of transactions.

Documentation of environmental due diligence activities and associated recommendations by the Environmental Consultant must be prepared to support all due diligence activities, regardless of the type of transaction under consideration.

2.1 Records Review

Records that are readily available regarding current and historical site use and facility operations must be reviewed. Information that should be researched may include but not be limited to:

- Aerial photos
- Information regarding the property's historic use (Assessor's records, street directories, fire insurance maps, building department records, etc.)
- Oil-filled equipment management
- Use and storage of hazardous materials
- Former aboveground or underground storage tank locations
- Presence of dry wells, septic systems, or other underground injection structures
- A determination regarding whether an environmental deed restriction has been placed on the property
- Former pole storage locations
- Spill history/records
- Facility drawings
- Company archives
- Facility documents and reports (e.g., asbestos surveys)
- Deposition of soil and/or material that may have altered or impacted natural resources (e.g., filling in wetlands, altering the natural course of a protected stream)
- Other site-specific information.

2.2 Interviews with Knowledgeable Personnel

Personnel knowledgeable regarding current and former facility operations, and other persons knowledgeable of the property (including local officials), must be interviewed.

2.3 Site Reconnaissance

A site inspection must be conducted of the property. Items to be noted may include but not be limited to:

- Current site use
- Aboveground or underground storage tanks
- Stained soils or concrete
- Current location of oil-filled equipment storage and hazardous substances
- Unusual odors
- Groundwater monitoring wells
- Drywells, catch basins, drainage swales, sumps
- Soil/material stockpiles
- Waste storage areas
- Asbestos-containing materials
- Wastewater treatment
- Adjacent property usage
- Presence of hydraulic equipment
- Stressed vegetation.

2.4 Regulatory and Local Agency Review

Federal and state environmental regulatory databases and lists must be reviewed to determine if the property is of “listed” status. In addition, local environmental regulatory agencies must be contacted to inquire about environmental conditions at the site.

2.5 Data Collection

The collection of samples for environmental analysis is based on the results of a Phase I ESA. If recommended, a Phase II ESA shall be completed.

If possible, samples may be collected with the written permission of the current property owner.

Important factors to consider in addition to Phase I ESA results:

- Facilities with limited operational histories (e.g., office work) generally will not require the collection of samples.
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- Facilities with current and/or former utility equipment storage locations (e.g., pole storage, mercury regulator storage, oil-filled equipment storage) generally will require sample collection.

2.6 Due Diligence Documentation

A written report of the results of the environmental due diligence must be developed under the direction of the Environmental Consultant. The report must state a conclusion regarding whether environmental contamination was observed or is potentially present at the facility. The written report must be distributed to National Grid.

3.0 DIVERGENCE FROM THE GUIDANCE CONTAINED IN THIS CHAPTER

National Grid has the authority to approve divergence from the guidance contained in this Environmental Due Diligence Procedure. Such decisions will be made on a case-by-case basis taking into account site-specific conditions.

4.0 COORDINATION WITH PROSPECTIVE BUYERS OF NATIONAL GRID PROPERTIES

Third Parties who are prospective buyers of National Grid property have the right to conduct, at their own expense, an environmental assessment. It is in the buyer's best interest to perform a due diligence inquiry in order to obtain exemption from liability under Federal and State Superfund laws. National Grid may share environmental information related to the subject property with the prospective buyer under a signed confidentiality agreement, however the buyer may not rely on this information solely in meeting their due diligence requirement. National Grid must receive a copy of the environmental assessment report, Phase I and Phase II from the prospective buyer. Any sharing or dissemination of information between parties should be coordinated by the National Grid Legal Department.

5.0 POST-TRANSACTION REQUIREMENTS

Upon completion of the transaction, the Third Party must notify National Grid. The following information, as appropriate, should be provided:

- Date of real property closing;
- Name of new owner;
- Address of new owner; and,
- Copies of all reports and documents generated by the transaction.

Seeding of mitigation area for creation of grassland habitat

Discussion: The GCEDC hired a local farmer to seed the mitigation area with a winter cover crop and then with a grass mix to create new grassland habitat in accordance with the terms and conditions of the Part 182 permit.

Fund Commitment: \$1,260 from the mitigation escrow funds.

Committee Action request: Recommend approval of the invoice from Norm Giess for the cover crop and grass mix for the mitigation field.

Genesee County EDC Organizational Chart

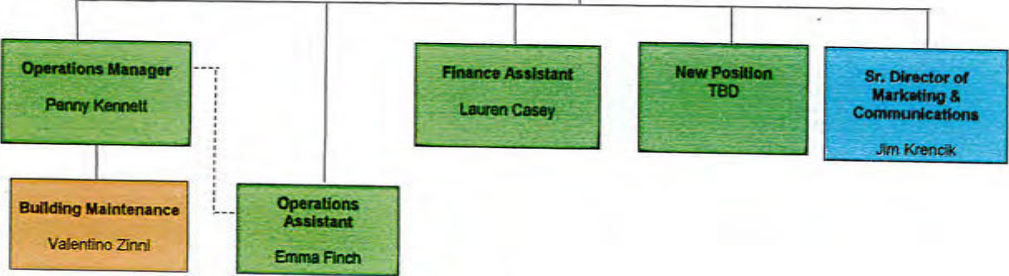
Board of Directors
(Appointed by Genesee County Legislature)

- Note: Genesee County EDC is an Industrial Development Agency (IDA). As such, it is a Public Benefit Corporation in New York State. There is no individual ownership related to this type entity.

President & CEO
Mark Masse

Executive VP & CFO
Lezlie Farrell

Executive VP of Business & Workforce Development
Chris Suozzi



Straight Line = Direct & Full Reporting Responsibility

Dotted Line = Process Reporting Responsibility

GCEDC
Employment & Compensation Committee
February 4, 2025

Standard Work Day Resolution for Employees

Entities that are members of the New York State and Local Retirement System are required to establish a standard workday, which is used to determine service credit. Titles and positions have changed since the last time this was approved, so we are bringing forward an updated Standard Work Day Resolution for Employees. This form does not get submitted, but must be kept on file and made available to the Retirement System upon request.

The GCEDC's standard work day is listed as 7 hours in the Personnel Administrative Guidelines last revised and updated in December 2022.

Received Date

Standard Work Day Resolution for Employees*

Please type or print clearly
in blue or black ink

Employer Location Code
5 1 1 2 4

See Instructions for completing form on reverse side

RS 2418
(Rev.05/22)

BE IT RESOLVED, that the Genesee County Economic Development Center, Location code 51124, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

Title	Standard Work Day (Hrs/day)
President and Chief Executive Officer	7
Executive Vice President and Chief Financial Officer	7
Executive Vice President of Business & Workforce Development	7
Operations Manager	7
Senior Director of Marketing and Communications	7
Finance Assistant	7
Operations Assistant	7
Maintenance	7

On this _____ day of _____, 20__

_____ Date enacted: _____
 (Signature of Clerk)

I, _____, clerk of the governing board of the _____
 (Name of Employer)

of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the _____ day of _____, 20__ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of _____ members, and that _____ of such members were present at such meeting and that _____ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I hereunto
 Set my hand and the seal of the

_____ (Name of Employer)

(seal)

*To be used for all employees. Please list Elected and Appointed Officials on the form Standard Workday and Reporting Resolution for Elected and Appointed Officials (RS2417-A) .

For important information and instructions – See Back Page

7.2

128