

**Genesee County Economic Development Center
Meeting Agenda
Tuesday, March 29, 2022
Location: Electronically**

PAGE #

- | | | |
|-------------|--|----------------|
| 1.0 | Call to Order | 4:00 pm |
| | Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS's Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person. | |
| 1.1 | Enter Executive Session | 4:00 pm |
| | Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: | |
| | 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. | |
| 1.2 | Enter Public Session | 4:15pm |
| 2.0 | Chairperson's Report & Activities | 4:15pm |
| 2.1 | Upcoming Meetings:
Next Scheduled Board Meeting: Thursday, May 5th at 4 p.m.
Audit & Finance Committee Meeting: Tuesday, May 3 rd at 8:30 a.m.
Governance & Nominating Committee Meeting: May 5 th at 3 p.m.
STAMP Committee Meeting: Wednesday, May 4 th at 8:00 a.m. | |
| 2.2 | Agenda Additions / Deletions / Other Business **Vote | |
| 2.3 | Minutes: March 3, 2022 **Vote | |
| 3.0 | Report of Management – | 4:20pm |
| | 3.1 J & R Fancher Properties Holding, LLC – Final Resolution **Vote - C. Suozzi | |
| | 3.2 Ken Wendt's Propane Gas Service, Inc. – Final Resolution **Vote – C. Suozzi | |
| | 3.3 Public Authorities Annual Report **Vote – L. Farrell | |
| 4.0 | Audit & Finance Committee – M. Gray | 4:30pm |
| | 4.1 12/31/21 Audit **Vote | |
| | 4.2 GCEDC Website Proposal **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 Easement Approval **Vote | |
| 7.0 | Employment & Compensation Committee – T. Bender | 4:50pm |
| | 7.1 Nothing at this time. | |
| 8.0 | Housing Committee – P. Battaglia | 4:50pm |
| | 8.1 Nothing at this time. | |
| 9.0 | Other Business | 4:50pm |
| | 9.1 Nothing at this time. | |
| 10.0 | Adjournment | 4:50pm |

2-10

**11-28
29-36**

37-48

49-55



**GCEDC Board Meeting
Thursday, March 3, 2022
Location: Electronically
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: M. Clattenburg, M. Gray, P. Battaglia, P. Zeliff, T. Bender, C. Kemp, C. Yunker
Staff: L. Farrell, M. Masse, S. Hyde, L. Casey, J. Krencik, P. Kennett, C. Suozzi
Guests: R. Gaenzle (Harris Beach), D. Cunningham (GGLDC Board Member), T. Felton (GGLDC Board Member), G. Torrey (GGLDC Board Member), J. Tretter (GGLDC Board Member), F. Hiffa & M. Osika (Park Strategies), M. Landers (County Manager)

Absent:

1.0 Call to Order

P. Zeliff called the meeting to order at 4:00 p.m via conference call / video conference.

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

1.1 Enter Executive Session

M. Gray made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:01 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

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

1.2 Enter Public Session

P. Battaglia made a motion to enter back into public session at 4:21 p.m., seconded by M. Clattenburg and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, March 24th at 4:00 p.m.

Audit & Finance Committee Meeting: Thursday, March 24th at 3:00 p.m.

STAMP Committee Meeting: Wednesday, March 23rd at 8:00 a.m.

Governance & Nominating Committee Meeting: Thursday, March 3rd at 3:00 p.m.

Cancelled – Annual Meeting: March 25th

2.2 Agenda Additions / Deletions / Other Business –

C. Yunker made a motion to add Authorizing Resolution #03/2022 - 03 to agenda item 4.5 “Purchase and Sale Agreement for Apple Tree Acres Property”; the motion was seconded by T. Bender. Roll call resulted as follows:

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

The item was approved as presented.

M. Gray made a motion to remove agenda item 4.3 - “STAMP Cost Per Acre”; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

2.3 Minutes: February 3, 2022.

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

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

The item was approved as presented.

3.0 Report of Management

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

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

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

Resolution No. 03/2022 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION WITH RESPECT TO A CERTAIN PROJECT FOR THE BENEFIT OF J & R FANCHER PROPERTY HOLDINGS, LLC, (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 #03/2022-01, authorizing the acceptance of the application and scheduling of a public hearing; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

3.2 Gateway GS, - Authorizing Resolution - Gateway GS LLC (Gallina Development) is building a third building at the GCEDC's Gateway II Corporate Park in the town of Batavia.

The Company's principal mortgage amount necessary to undertake the Project increased to \$2,800,000.00, which is an increase of \$140,000.00 from the previous increase authorized on January 13, 2022. This will result in a mortgage tax exemption of \$28,000.00, which is an increase of \$1,400.00 from the previous increase approved on January 13, 2022.

Resolution No. 03/2022 - 02

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) AUTHORIZING AN INCREASE IN THE FINANCIAL ASSISTANCE TO BE PROVIDED BY THE AGENCY TO THE COMPANY, (ii) RATIFYING AND CONFIRMING THE FINDINGS OF THE AGENCY MADE IN THE RESOLUTIONS PREVIOUSLY ADOPTED BY THE AGENCY ON JULY 1, 2021, AUGUST 5, 2021 AND JANUARY 13, 2022, AND (iii) IF NECESSARY, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

T. Bender made a motion to accept Authorizing Resolution #03/2022-02, authorizing an increase in incentives as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

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

- a. Standing Members – The Board shall include three (3) members representing local conservation, municipal, and development interests. The Standing Members shall consist of one individual representative from each of the following: the Genesee County Soil and Water Conservation District, Town of Batavia, and GCEDC. The Chair/President/Director of the organizations with standing membership on the Board may appoint in writing a delegated representative. Each standing member shall annually certify their selected representative on the Board. Standing members shall annually certify their selected representative on the Board. Standing members shall have a permanent position on the Board, with representatives changing upon formal action by the respective agencies or organizations they represent.

The NY Green Board has requested that the GCEDC pass another resolution designating the representative from the GCEDC to serve on their Board of Directors in connection with a Resiliency Grant that was received from NYSDOS.

C. Yunker made a motion to accept the resolution appointing the GCEDC's Senior VP of Operations to the NY Green Board of Directors; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

3.4 Park Strategies – Legislative Update - F. Hiffa and M. Osika from Park Strategies provided a Legislative update. Most importantly, Governor Kathy Hochul announced that the fiscal year 2023 budget will make up to \$200 million available to the new FAST NY grant program to develop sites that will attract high-tech manufacturing, particularly semiconductor manufacturing, warehousing, distribution and logistics businesses to the state to jumpstart New York's shovel-readiness and increase the state's attractiveness to large employers.

F. Hiffa and M. Osika left the meeting.

4.0 Audit & Finance Committee

4.1 Investment Report - The Investment Report summarizes the GCEDC's bank balances, general ledger balances and interest income at 12/31/21. As of 12/31/21, cash balances were fully collateralized. The report will be submitted into PARIS and posted on the website.

This was recommended for approval by the Committee.

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

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

The item was approved as presented.

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

The Procurement Report was reviewed in detail by the Committee and recommended for approval.

M. Gray made a motion to accept the Procurement Report as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

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

The item was approved as presented.

4.3 STAMP Cost Per Acre - Removed from the agenda.

4.4 Park Strategies Contract- The GCEDC contracts for the professional services of Park Strategies for government relations and lobbying services to advance the mission of the GCEDC and the development of the WNY STAMP site and other critical economic development activities.

Park Strategies is effective in helping the GCEDC advance infrastructure funding, site development, and site readiness, as well as maintaining strong relationships with state and federal partners.

Other services provided by Park Strategies include monitoring of legislation and the New York State budget bills, research and reporting on bill status and activity, advocacy and weekly update calls with the GCEDC.

J. Krencik asked the Committee to recommend approval of a renewal of services for the April 1, 2022 – March 31, 2023 period at \$1,500 per month (\$18,000 annually). The contract's cost was anticipated and contained in the 2022 budget.

This was recommended for approval by the Committee.

P. Battaglia made a motion to approve the Park Strategies Contract not to exceed \$18,000 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

4.5 Purchase and Sale Agreement for Apple Tree Acres Property- The GCEDC has a PSA for approximately 1.5 acres known as "Roxbury Lane" from Apple Tree Acres, LLC. The company is looking to acquire this to utilize as a roadway for a project on their existing property.

Fund Commitment: Legal fees to Harris Beach not to exceed \$8,000 for the transaction.

This was recommended for approval by the Committee.

Resolution No. 03/2022 - 03

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING (i) THE SALE OF CERTAIN AGENCY OWNED REAL PROPERTY TO BERT BERARDI, ON BEHALF OF APPLE TREE ACRES, LLC, AND (ii) THE EXECUTION OF A PURCHASE AND SALE AGREEMENT, A DEED, AN EASEMENT AGREEMENT, AND RELATED DOCUMENTS IN CONNECTION THEREWITH.

M. Gray made a motion to accept Authorizing Resolution #03/2022-03 for the Purchase and Sale Agreement with Bert Berardi (Apple Tree Acres, LLC) and payment of legal fees not to exceed \$8,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	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 ROW Easement Payment Approval- In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are several easements needed. Based on a compensation model the following payments are needed for two easements:

1. Temporary Easement 1 - \$500

2. Temporary Easement 2 - \$500

The GCEDC has also been informed that 5 more easement holders have agreed to sign but we have not received the paperwork yet. The GCEDC is seeking approval of the following easements and amounts contingent upon receiving all necessary signed documentation from ROW Professionals, LLC:

- 1. Permanent Easement 4 - \$1,000
- 2. Temporary Easement 7 - \$500
- 3. Temporary Easement 8 - \$500
- 4. Temporary Easement 9 - \$500
- 5. Temporary Easement 10 - \$500

Fund Commitment: \$4,000 from the \$33 million.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the ROW Easement Payments contingent upon receipt of executed easements not to exceed \$4,000; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

6.2 Part 182 Take Permit Proposal- In December and January the GCEDC updated its studies for the endangered and threatened species of winter raptors per the NYSDEC's request. The result of that study showed a few winter raptors at the site and the NYSDEC is determining if the STAMP site would be qualified habitat for those birds. If the NYSDEC takes Jurisdictional Determination over that habitat, the GCEDC would need to complete a Part 182 incidental take permit to impact that habitat for potential development. CC Environment & Planning has prepared a proposal to complete that process.

Fund Commitment: \$31,050 to be covered under the \$8 million.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the Part 182 Take Permit Proposal with CC Environment and Planning not to exceed \$31,050 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

6.3 Visualization Services- In conjunction with the March 2021 Letter of Resolution between NYSDEC, SHPO and the GCEDC, any project at STAMP that requires a discharge permit for stormwater from NYSDEC must complete an assessment of potential impacts to the Nation's Territory. This proposal will be to prepare a visual assessment for the construction of the substation. This will include photo simulations along with line-of-sight profiles. This will also include the visual assessment for the GCEDC to apply to the Town of Alabama to increase the height limit of TD-1 from 110 feet to 150 feet.

Fund Commitment: \$8,436 from the \$33 million.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the authorization of the Visualization Services with Saratoga Associates not to exceed \$8,436 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

6.4 KTA IA Preparation for Substation - As part of the STAMP development and the neighboring Tonawanda Seneca Nation, in accordance with Section 106 for the wetland permits, the GCEDC is working with the Tonawanda Seneca Nation on an assessment of the TCP potentials as it relates to the criteria for eligibility of listing on the National Historic Register. KTA Preservation Specialists has prepared a proposal to prepare an assessment of any potential impacts to the Nation from the construction of the substation on the STAMP site.

Fund commitment: Not to exceed \$1,440 included in the \$33 million.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the KTA Preservation Specialists contract not to exceed \$1,440 for the evaluation of TCP issues as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

6.5 Limited Water Sampling Program - In conjunction with the NYSDEC's review of the proposed WWTF to be constructed at STAMP, they have identified some items in the waste stream that may require additional treatment above and beyond what has been designed. To determine what level of treatment may, or may not, be required, the GCEDC wants to complete some analysis from the three different potential water sources for STAMP.

Fund Commitment: \$4,200 (\$3,700 plus the \$500 five day turn around) to be covered under the \$33 million.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the proposal with C & S Companies not to exceed \$4,200 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:

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

The item was approved as presented.

7.0 Employment & Compensation – T. Bender

7.1 Nothing at this time.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time.

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, T. Bender made a motion to adjourn at 4:40 p.m., which was seconded by M. Clattenburg and passed unanimously.

*new
2/2/22*

Customer Information

Potential Customer: J&R Fancher Property Holdings, LLC Opportunity Type: Attraction
 Proj. St. Address: Opportunity Product: Property Sales & Mortgage Recording Taxes Only
 City/Town/Village: //Pembroke Type of Project: Attraction
 Proj. Description: 2022 Fancher Warehouse New Jobs: 4
 Total Capital Investment: \$3,250,000 Retained Jobs:
 Incentive Amount: \$610,243 School District: Pembroke
 Benefited Amount: \$3,250,000 PILOT Applicable:

Project Information

Organization: GCEDC
 Opportunity Source: Direct/Personal Contact Date of Public Hearing:
 Initial Acceptance Date: 2/3/2022 Inducement Date:

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

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

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

Economic Impact: The Fiscal impacts (discounted value) on Local Benefits totals approximately \$4.8 million (\$4.5 million direct and indirect payroll and over \$300k to the public in tax revenues). See attached MRB Cost Benefit Calculator.

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

Project Detail (Total Capital Investment)

Building Cost (Construction): \$3,000,000 Capital Improvements: \$0
 Equipment (non-taxable): \$0 Equipment (Taxable) / Other Proj Investment: \$100,000
 Land Cost (Real Estate): \$150,000
 Total Capital Investment: \$3,250,000 ✓

Estimated Benefits Provided

Sales Tax Exempt: \$152,000 ✓ Tax Exempt Bond: \$0
 Mortgage Tax Exempt: \$25,000 ✓ Land Sale Subsidy: \$0
 Property Tax Exempt: \$433,243 ✓
 Total Estimated Tax Incentives Provided: \$610,243

Total Amount Finance: \$2,500,000
 Mortgage Amount: \$2,500,000 ESD-JDA:
 GCEDC RLF: \$0 Other Name:
 City of Batavia: \$0 Other Amount: \$0
 Chamber of Commerce:
 Total Amount Finance: \$2,500,000 ✓

MAM
2/2/21

Genesee County Industrial Development Agency

MRB Cost Benefit Calculator



Date: January 12, 2022
 Project Title: J&R Fancher Properties Holding, LLC - Warehouse Project
 Project Location: Pembroke, NY

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment

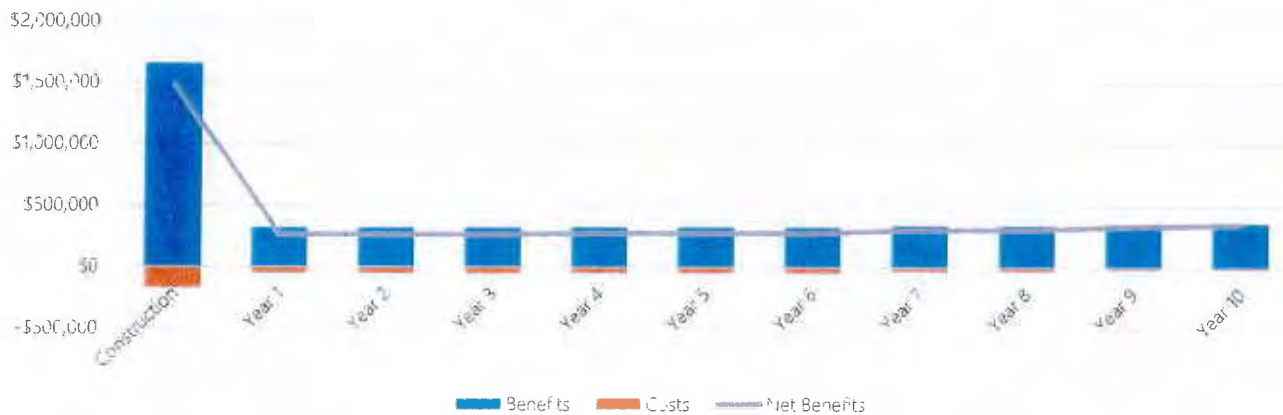
\$3,250,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	16	5	21
Earnings	\$1,343,995	\$225,521	\$1,569,516
Local Spend	\$3,250,000	\$809,306	\$4,059,306

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	4	3	7
Earnings	\$2,000,000	\$865,821	\$2,865,821

Figure 1

Net Benefits

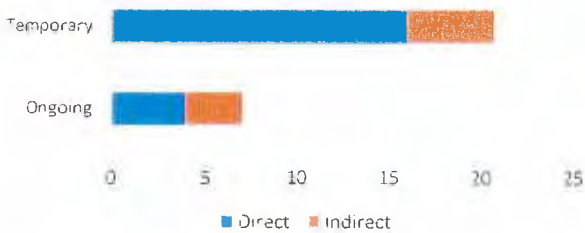


Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

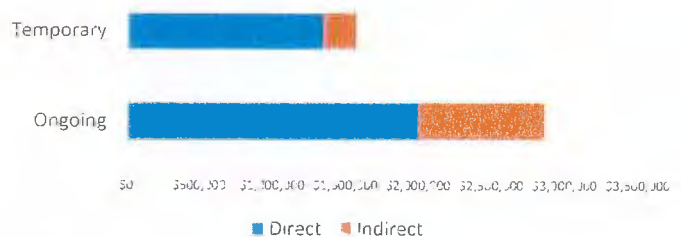
Figure 2

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	\$433,243 ✓	\$396,166
Sales Tax Exemption	\$152,000 ✓	\$152,000
Local Sales Tax Exemption	\$76,000	\$76,000
State Sales Tax Exemption	\$76,000	\$76,000
Mortgage Recording Tax Exemption	\$25,000 ✓	\$25,000
Local Mortgage Recording Tax Exemption	\$12,500	\$12,500
State Mortgage Recording Tax Exemption	\$12,500	\$12,500
Total Costs	\$610,243	\$573,166

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$4,791,073	\$4,457,423
To Private Individuals	\$4,435,337	\$4,143,764
Temporary Payroll	\$1,569,516	\$1,569,516
Ongoing Payroll	\$2,865,821	\$2,574,248
Other Payments to Private Individuals	\$0	\$0
To the Public	\$355,735	\$313,659
Increase in Property Tax Revenue	\$288,829	\$252,442
Temporary Jobs - Sales Tax Revenue	\$10,987	\$10,987
Ongoing Jobs - Sales Tax Revenue	\$20,061	\$18,020
Other Local Municipal Revenue	\$35,859	\$32,211
State Benefits	\$230,638	\$215,476
To the Public	\$230,638	\$215,476
Temporary Income Tax Revenue	\$70,628	\$70,628
Ongoing Income Tax Revenue	\$128,962	\$115,841
Temporary Jobs - Sales Tax Revenue	\$10,987	\$10,987
Ongoing Jobs - Sales Tax Revenue	\$20,061	\$18,020
Total Benefits to State & Region	\$5,021,710	\$4,672,899

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$4,457,423	\$484,666	9:1
State	\$215,476	\$88,500	2:1
Grand Total	\$4,672,899	\$573,166	8:1

*Discounted at 2%

Additional Comments from IDA

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



MAN
2/24/22

Property Holdings

Project Name: J&R Fancher Properties Holding, LLC (Warehouse)

Board Meeting Date: February 3, 2022

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

PROJECT DESCRIPTION:

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

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

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

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

Project details: The project will create 4 FTE's direct jobs.

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 \$3,250,000 and build a 52,332 sq. ft. facility.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

The Fiscal impacts (discounted value) on Local Benefits totals approximately \$4.5 million (\$4.1 million direct and indirect payroll and over \$300k to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$9 into the local economy

Board Discussion

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

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

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

Board Discussion

Board Concurrence: YES NO If no, state justification:

MAN
3/24/22

FINAL RESOLUTION
(J&R Fancher Property Holdings, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 24, 2022.

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

Resolution No. 03/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON MARCH 21, 2022, WITH RESPECT TO THE J&R FANCHER PROPERTY HOLDINGS, LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT, AND (C) A MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF NEW YORK STATE; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

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

WHEREAS, **J&R FANCHER PROPERTY HOLDINGS, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at Allegheny Road, Town of Pembroke, Genesee County, New York (the "Land", being more particularly identified as a portion of tax parcel No. 19.-1-74); (ii) the planning, design,

3.1

16

construction and operation of an approximately 52,332 square-foot building, consisting principally of approximately 45,000 square-feet of pre-engineered steel warehouse space and approximately 7,332 square-feet of attached office space, along with various infrastructure, curbing, roadways, parking, landscaping and other improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

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

WHEREAS, on March 3, 2022, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

WHEREAS, pursuant to Section 859-a of the Act, on Monday, March 21, 2022, at 3:00 p.m., the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing are attached hereto as Exhibit A); and

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

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

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

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

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

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

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

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

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

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

(F) The Town of Pembroke Planning Board (the "Board") has conducted a review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). The Board issued a Negative Declaration on January 23, 2022 (the "Negative Declaration"), determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Short Environmental Assessment Form and the Negative Declaration, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Board pursuant to 6 N.Y.C.R.R. Part 617.7. A copy of the Negative Declaration issued by the Board is attached hereto as **Exhibit B**.

Section 2. The Public Hearing held by the Agency on Monday, March 21, 2022, at 3:00 p.m., concerning the Project and the Financial Assistance was duly held in accordance with

the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

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

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **\$1,900,000.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$152,000.00**. 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, 2023** (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered.

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

Section 8. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record the Mortgage securing an aggregate principal amount not to exceed **\$2,500,000**, and any security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") to assist with the undertaking of the Project, the acquisition of the Facility and/or the finance or re-finance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. The Agency is hereby authorized to provide the Company with an exemption from mortgage recording taxes as permitted by New York State law in an amount not to exceed Twenty-Five Thousand and 00/100 Dollars (**\$25,000.00**).

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 Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(J&R Fancher Property Holdings, LLC Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on March 24, 2022, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

Exhibit A

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

[Attached Hereto]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") on Monday, March 21, 2022, at 3:00 p.m., local time, at Pembroke Town Hall, Board Room, 1145 Main Street, Corfu, New York 14036, in connection with the following matter:

J&R Fancher Property Holdings, LLC, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at Allegheny Road, Town of Pembroke, Genesee County, New York (the "Land", being more particularly identified as a portion of tax parcel No. 19.-1-74); (ii) the planning, design, construction and operation of an approximately 52,332 square-foot building, consisting principally of approximately 45,000 square-feet of pre-engineered steel warehouse space and approximately 7,332 square-feet of attached office space, along with various infrastructure, curbing, roadways, parking, landscaping and other improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility").

The Agency will acquire (or retain) 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 to the Company in the form of sales and use tax exemptions, a partial real property tax abatement structured through a payment-in-lieu-of-tax agreement, and a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement (collectively, the "Financial Assistance").

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

The Agency will provide additional access to the public hearing by broadcasting the public hearing in real time online at <https://vimeo.com/683396334>.

Dated: March 9, 2022

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

REPORT OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY'S PUBLIC HEARING OF J & R FANCHER PROPERTY HOLDINGS, LLC., HELD ON MONDAY, MARCH 21, 2022 3:00 P.M. AT THE PEMBROKE TOWN HALL, BOARD ROOM, 1145 MAIN STREET, CORFU, NEW YORK, GENESEE COUNTY, NEW YORK

I. ATTENDANCE

Chris Suozzi, Sr. VP of Business & Workforce Development – GCEDC
Krista Galdun, Operations Assistant – GCEDC

II. CALL TO ORDER

The public hearing of J & R Fancher Property Holdings, LLC was opened at 3:00 p.m. at Pembroke Town Hall, 1145 Main Street, in Corfu, 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

J&R Fancher Properties Holding is planning on building a facility at the Buffalo East Tech Park in the Town of Pembroke on 3 acres. The facility will total 52,332 sq. ft. of which 45,000 sq.ft. pre-engineered steel warehouse building with 7,332 sq. ft. office.

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

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

IV. COMMENTS

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

There was no public comment.

V. ADJOURNMENT

As there were no other comments, the public hearing was closed at 3:20 p.m.

Exhibit B

Negative Declaration of Town of Pembroke Planning Board

[Attached Hereto]

Project:	Brickhouse Commons LLC
Date:	1/23/2022

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

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

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

PRINT FORM

**Short Environmental Assessment Form
 Part 3 Determination of Significance**

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

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Town Pembroke Planning Board <hr/> Name of Lead Agency David Knupfer	1/23/2022 <hr/> Date Chairman
Print or Type Name of Responsible Officer in Lead Agency <i>David Knupfer</i>	Title of Responsible Officer <i>David Knupfer</i>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

*ms
3/17/22*

Customer Information

Potential Customer:	Ken Wendt's Propane Gas Service, Inc.	Opportunity Type:	Tax Incentive Lease
Proj. St. Address:		Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	//LeRoy	Type of Project:	Attraction
Proj. Description:	2019 buy and build at Oatka Hills	New Jobs:	4
Total Capital Investment:	\$1,300,000	Retained Jobs:	
Incentive Amount:	\$125,967 <u>\$ 170,767</u>	School District:	LeRoy
Benefited Amount:	\$1,300,000	PILOT Applicable:	Pre-project value of land and/or buildings, plus added value of land and/or buildings that results from project improvements (total taxable value)

Project Information

Organization:	GCEDC		
Opportunity Source:	Online	Date of Public Hearing:	tbd
Initial Acceptance Date:	8/1/2019 12:00:00 AM	Inducement Date:	
Opportunity Summary:	<p>Company is building a 9600-sf facility at the corner of route 19 and North Rd in the town of Leroy. The company will be expanding its propane service to local residential, commercial, industrial and agricultural customers. The total capital investment is \$1.3 million and pledges to create 4 full time equivalent jobs.</p> <p>GCEDC seeking to assist with Sales tax exemption valued at \$51,200 <u>\$96,000</u>, Mortgage Tax Exemption valued at \$9,000 and Property tax abatement valued at \$65,767 with a traditional 60% PILOT schedule.</p>		

Economic Impact: For every \$1 of public benefit, the company is investing \$16.4 into the local economy

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$800,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$250,000	Equipment (Taxable) / Other Proj Investment:	\$160,000
Land Cost (Real Estate):	\$90,000		
Total Capital Investment:	\$1,300,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$51,200 <u>96,000</u>	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$9,000	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$65,767		
Total Estimated Tax Incentives Provided:	\$125,967 <u>170,767</u>		

Total Amount Finance:	\$900,000		
Mortgage Amount:	\$900,000	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	
City of Batavia:	\$0	Other Amount:	\$0
Chamber of Commerce:			
Total Amount Finance:	\$900,000		



max
3/17/22

Project Name: Ken Wendt's Propane Gas Service, Inc

Board Meeting Date: ~~October 31, 2019~~ March 24, 2022

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

PROJECT DESCRIPTION: Project has requested the board to consider increasing the sales tax exemption portion only from incentives approved on October 31, 2019.

Company is building a 9600-sf facility at the corner of route 19 and North Rd in the town of Leroy. The company will be expanding its propane service to local residential, commercial, industrial and agricultural customers. The total capital investment is \$1.3 million and pledges to create 4 full time equivalent jobs.

GCEDC seeking to assist with Sales tax exemption valued at ~~\$51,200~~ \$96,000, Mortgage Tax Exemption valued at \$9,000 and Property tax abatement valued at \$65,767 with a traditional 60% PILOT schedule.

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

Project details: The company is pledging 4 FTE's with an average salary of \$35,000.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base and make a total investment of \$1,300,000 and building a new 9,600 sq.ft. facility.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion: N/A

Board Concurrence: YES NO If no, state justification:

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

Project details: For every \$1 of public benefit offered, the company is investing and helping generate an economic contribution/economic impact of \$16.40 into the local/regional/state economy. See economic impact report for further details.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project is planning to begin Fall 2019 and be in operation spring of 2020.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

WENDT'S PROPANE & OIL

5910 Ward Rd
Sanborn, NY 14132

Phone: 716-731-9826
Fax: 716-731-9767



Mr. Suozzi,

3/15/22

Due to the escalating cost of building materials as well as the delay of delivery due to COVID related issues, our project at 7781 North Rd requires additional sales tax abatement. The scope and capital expenditure amount of 1.3 million for our project has not changed and we are currently on track to be under budget. The original sales tax exemption of \$51,200 was based on a projected expenditure of \$640,000. The increased cost of goods had led us to do majority of the labor on our own. Thus, the incremental sales tax exemption amount we are requesting is \$44,800 based on a projected overall project cost of 1.2 million. We apologize our sales tax projection was off as we did not expect such increase in material costs with extreme delays. We appreciate you coming to review our progress along the way and despite the delays we are proud of the tremendous growth we are experiencing in Genesee County. The opportunity to bring additional employment and revenue to Genesee County has been nothing but a blessing to our business.

Thank you again for your continued support and understanding.

Sincerely,

Paul Wendt

Attached below are pictures of the tanks, along with our new trucks. We are blessed with the outcome and hoping to employ an additional driver this year!



mm
3/17/22

AUTHORIZING RESOLUTION
(Ken Wendt's Propane Gas Service, Inc. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 24, 2022.

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

Resolution No. 03/2022 - ____

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

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

WHEREAS, pursuant to resolution adopted on October 31, 2019 (the "Final Resolution"), the Agency authorized certain Financial Assistance (as defined in the Final Resolution) with respect to a certain project (the "Project") to be undertaken by **KEN WENDT'S PROPANE GAS SERVICE, INC.** (the "Company"), as agent of the Agency, consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located to the east of Route 19 on North Road, in the Town of LeRoy, Genesee County, New York (and, collectively, 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"); (ii) the construction of an approximately 9,600 square foot building to house new smaller storage tanks to be installed at residential, commercial, industrial and agricultural customer facilities (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, including, but not limited to, six (6) 30,000-gallon gas storage tanks (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, the Company further informed the Agency that: (i) the value of goods and services relating to the Project that will be subject to New York State and

local sales and use tax will be in an amount of up to **\$1,200,000.00** (such amount being an increase of \$560,000.00), which will result in New York State and local sales and use tax exemption benefits not to exceed **\$96,000.00** (such amount being an increase of \$44,800.00 and (ii) due to certain delays, is requesting an extension of the Company's right to act as agent of the Agency to **December 31, 2022**; and

WHEREAS, the Agency desires to adopt a resolution (i) authorizing the Company to make purchases of goods and services relating to the Project in the amount of up to **\$1,200,000.00**, which will result in local sales and use tax exemption benefits not to exceed **\$96,000.00**, (ii) authorizing the extension of the Company's right to act as agent of the Agency to **December 31, 2022**, (iii) ratifying and confirming the findings made by the Agency in the Final Resolution adopted, and (iv) if necessary, authorizing the execution and delivery of related documents.

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

Section 1. Based upon representations and warranties made by the Company, 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 New York State and local sales and use tax in an amount up to **\$1,200,000.00**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$96,000.00**. The Agency agrees to consider any requests by the Company for increases 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. Pursuant to Section 875(3) of the New York General Municipal Law, 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 2. The right of the Company to act as agent of the Agency shall expire on **December 31, 2022.**

Section 3. Unless amended by the terms hereof, Agency hereby ratifies, confirms and reaffirms the findings made in the Final Resolution and hereby re-approves the Project, as amended, and the Financial Assistance.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

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

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

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

The resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION

(Ken Wendt's Propane Gas Service, Inc. Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on March 24, 2022, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

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

Secretary

GCEDC

Jim Krencik, Director of Marketing & Communications

Board Meeting Report

March 29, 2022

360 PSG – new GCEDC Website

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

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

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

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

Board Request: Approval of a \$8,050 professional services contract with 360 PSG for GCEDC.com website design and development.



Custom Website Design

To:
 Jim Krenick
 Genesee County Economic Development Center
 jkrenick@gcedc.com

Prepared by:
 Jason Cornwell
 Account Manager
 360 PSG
 jcornwall@360psg.com
 716-829-7373 x206

Executive Summary

Business Objectives

After conversations with Genesee County Economic Development Center, it is understood that a solution is needed that will meet the following key business objectives.

Key Business Objectives

Outreach for economic development in Genesee County.

Informational depository for all things related to economic development in Genesee County.

Modern, professional website to support marketing efforts of the region.

Website Solution Overview

Creation of a brand new website that is simple to navigate with clear messaging, highlighting the services, resources, and incentives for regional economic development.

Based on our conversation we have identified the following as important to consider when redesigning the website.

- Focused on lead generation
- Better organization of content for a more natural flow
- Strong calls to action
- Portfolio to showcase projects
- File Manager to provide access to compliance postings
- Accessible to all users
- Mobile friendly (responsive)
- Easy to make edits and updates

Assumptions:

1. All content, copy, and assets will be developed and provided by GCEDC to 360 PSG.
2. All PDFs will be added to the website by GCEDC staff.

* See Design Scope of Work for more details of services provided.

360 PSG Custom Designed Websites

- [Low County, NY](#)
- [Central, NJ](#)
- [Madison County Center for Economic Development](#)
- [Buffalo Urban Development Corporation](#)

4.2

Schedule

Custom Design Schedule

We anticipate the following schedule for the solution delivery. Any delays in execution may delay or disrupt the schedule.

By Date	Milestone	Acceptance Criteria
4/18/22	Agreement	Receipt of Signed Agreement
4/20/22	Ready for Kick-Off Meeting	Receipt of Design Questionnaire
4/27/22	Project Kick-Off Meeting	Held via Google Meet
4/29/22	Planning	Receipt of Project Requirements
5/20/22	Design	Presentation of Web Mock-Up
6/3/22	Design	Approval of Web Mock-up
6/17/22	Production	Presentation of Stage
7/1/22	Approval	Approval to publish to the public
7/8/22	Launch	Publish to the Public

3/21

Budget

Fission Custom Design

Name	Quantity	Price	Total
Website Bundle Package			
Fission Custom Design Bundle	1	\$5,720	\$5,720
Includes all setup & configuration of the Fission CMS, 35 hours of creative services, 10 hours of PM & QA, and CMS training. See Scope of Work for more details.			
Website Bundle Discount		-\$970	-\$970
Additional Services			
Page Content Migration / Population	15	\$110 / hour	\$1,650
Migration of ~45 pages			
Service Block	15	\$110 / hour	\$1,650
Add a one-time service block to be used toward hourly service requirements and changes during the development of this project.			
Recurring Items			
Fission Content Management System License & Hosting	1	\$60 per month	\$60
SSL Certificate	1	\$120 per year	\$120
Accessibility Starter Package	1	\$100 per year	\$100
UserWay accessibility tools and annual accessibility review.			
Domain Name Transfer	1	\$25 per year	\$25
goclick.com			
Total			\$8,060
per month			\$60
per year			\$245
Payment Terms: 50% deposit, 25% invoiced at 30 days, 25% invoiced at 60 days.			
			\$4,025 + 2 x \$2,012.50 = \$8,060

4/21

39

Rate Card / Time & Materials

All services will be rendered on a time and materials basis. Unused time that has been paid for does not expire and may be used for future website hourly service updates.

Hourly Service Rate Card

Creative Services (Content, Web and Graphic Design, Creative Consultation, Writing)	\$110/hr
Technical Services (Custom Development, Programming, Engineering and Consultation)	\$150/hr
Marketing Services (SEO, Marketing, Ad Management)	\$120/hr
Professional Services (Project Management, Quality Assurance)	\$45/hr

All service is billed in 15 minute increments

Uniquely Qualified

360 PSG prides itself on being able to offer a powerful solution with some key qualifications that set us apart from alternative solutions.

- **Product & Service Superiority:** 360 PSG has won a Top 3 ranking from Business First comparing all digital marketing and web agencies in the region for over 10 consecutive years.
- **Customized to Your Needs:** Our solutions are not one-size-fits-all; all lead generation tactics are custom tailored to your specific operations and business objectives
- **Schedule & Timing:** We have the ability to complete a scope within 2 to 4 weeks from today
- **Pricing:** Our prices reflect a significant discount on regular agency rates that are already built specifically for small business owners looking for measurable performance results
- **Technical Alignment:** 360 PSG has the capability to build and deploy ANY solution related to the web and mobile requirements of your business. We do not require you change your operations or processes to fit our solutions
- **Industry Expertise:** We have worked with almost 2,000 companies over the last 13+ years, our understanding of the driving factors to meet business results is unparalleled in the market.

Corporate Overview

Skill Set & Capabilities

360 PSG employs a full range of in-house experts that provide business consultation, lead generation strategic development, graphic and design execution, hand-holding project management personnel, and programming gurus. If it can be done on a mobile device or the Internet, 360 has the resources within to deliver and support your entire array of needs as they grow and evolve with your business.

Experience; Your Team

Our leadership team has a combined 100+ years of web-based lead generation and digital marketing solution development experience.

During this project scope, you will work directly with your personal project manager **Jordan Wolf** who will work with your team for the duration of this solution. Reporting directly to **Daniel Fritz**, the company's director of

operations, your project will be managed across each department to insure a smooth, timely delivery that meets the objectives & schedule outlined.

During this marketing scope, you will work directly with **John Selfert**, our director of marketing, who will work with your team for the duration of this solution. Your project will be managed across each department to insure a smooth, timely delivery that meets the objectives & schedule outlined.

Accomplishments & Recognition (visit <http://www.360psg.com/press> for more)

2016 Technology Company of the Year
Top 3 Web Service Company for 10+ years
as ranked by the Business Journal Newspaper

Top 50 Fastest Growing Companies for 5+ years
www.360psg.com/press
Member of the International Business Ethics Awards
4.6 Stars out of 5 on Google Reviews by our Clients

4.2

Signature & Acceptance

This document is considered proprietary and confidential and is intended to be used only by 360 PSG and Genesee County Economic Development Center or their designated agents to potentially engage in services to be provided by 360 PSG. This document should be kept in confidence and only used internally by both parties strictly for the purposes of potentially doing business together. This document should be returned to 360 PSG, deleted, or destroyed should Genesee County Economic Development Center decide not to move forward with the proposal within 30 days of receipt.

This agreement may be executed digitally using the online acceptance tools provided with this proposal or it may be printed and executed via signature offline. The pricing quoted is valid until March 31, 2022 unless otherwise noted within and any delivery schedules are based on an acceptance of the proposal within 3 business days of March 10, 2022.

This proposal includes a recurring package with a monthly fee, possible minimum term and possible setup charges as outlined in the budget. Any applicable setup fees are invoiced (with the first month's package fee) immediately upon acceptance and must be paid prior to the kick off and planning of the project. Subsequent months of service are invoiced one month prior to the intended month of service and must be paid prior to the start of the service month to avoid disruption to service. A credit card can be applied to the account to automate monthly payments and avoid interruption in service. All minimum terms agreed to must be met as per the terms & conditions of this agreement.

Project delivery schedules vary based on size and scope of work. Projects usually kick off within 7 business days of agreement or receipt of any initial deposit/invoice requirements. Actual delivery time may be based on changes to the scope, start date delays, non-receipt of required Company materials, approvals, or revisions sent in a timely manner, failures to communicate or respond to requests/needs, account balance actual, or any other element outside the direct control of 360 PSG. At no time does the delivery schedule of the scope of work effect the payment schedule defined in the budget unless specifically agreed to by 360 PSG on a case-by-case basis.

Signature of Acceptance

By signing below and/or accepting the digitally agreement online, Genesee County Economic Development Center accepts and is bound by the terms and conditions of this agreement as stated within this document.

Date of Proposal : March 10, 2022

Company:
Genesee County Economic Development Center
99 MacTech Drive
Batavia, NY 14020
United States

Authorized Company Signator
Date of Acceptance : N/A

7/23

41

Scope of Work

Fission Custom Design Bundle

If you want a website that best represents your brand and communicates to your audience the value of your business, the custom design option is for you. Work with our expert team to build a site that is catered specifically to your business needs and objectives.

All the standard functionality of Fission CMS will be available to you instantly upon launch. Websites usually are launched within 6-8 weeks.

Includes:

- Setup and configuration of 360 CMS system
- Custom responsive design
- Home page build-out
- Population of provided content
- Project management
- Quality assurance
- Engineering services
- Stock photography up to 5 images
- Basic setup of Google Analytics

Total service budget for the package deal:

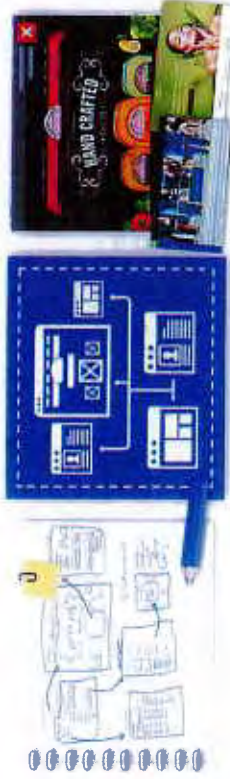
- Creative Services (Design/Content): 35 hrs.
- Professional Services (Project Mgmt/OA): 10 hrs.
- Engineering Services: 3 hrs.
- Live CMS Training: 2 hrs.
- Other services listed above are set at a fixed fee

**Individual services in bundled packages can not be separated out or swapped with any others. Additional Services can be added at the standard hourly rates.*

Responsive Custom Web Design

A unique custom graphically designed theme is created for Genesee County Economic Development Center, designed to be used specifically for your website. It utilizes your brand, imagery, and creative suggestions gathered during your included consultation onboarding. This theme is 100% original and not built off of existing themes, it's handcrafted to impress your audience from scratch. The process begins with a creative kick-off meeting to gather your key objectives and the design style that is preferred. The graphic design team at 360 PSG then crafts the custom look & feel and presents the mock-up of the main homepage for your feedback. 360 PSG will then make updates and tweak revisions to the design for subtle changes and edits before getting it cut into a working Responsive HTML/CSS design for use on the website. This is commonly referred to as a "Custom Responsive Web Design". The finalized design files are then integrated into the content management system for content population. This theme will be used across the entire final site with dynamic elements that can be changed per page or even hidden completely on others. Any amount of additional time can be added to the scope to enhance individual pages or create unique page styles within the website.

8/21



WHAT IS RESPONSIVE DESIGN?

A responsive design means that depending on the type of device the person (your visitor) is looking at the website on, it will automatically change and shift itself to best fit the content and layout for that device. This is done for large desktop monitors, smaller tablets (like iPads), and even the tiny mobile phone screens (Droids and iPhones). A responsive design removes the constant need for visitors to pinch and zoom, slide horizontally, or just squint to make out your content. The visitor does not have to do anything but visit the site at it's main web address and it will shift and change automatically to present the best view for the device they are on. In today's highly mobile world, many sites are seeing upwards of 50% or more of their traffic coming from mobile and tablet devices. In fact, Google has been penalizing non-responsive sites since 2016 (and rewarding those that have converted) by improving your website's search ranking when over half your visitors perform searches on their mobile devices.

Home Page Build-Out

The home page of a website is typically the key to successfully creating a first impression. It is with that in mind that the team at 360 PSG will take extra time to carefully craft the elements, content, and graphics that make the best first impression for your visitors. The team will utilize elements of your thematic graphic design to enhance the messaging you want to get out on the main page of your site.



WHAT'S INCLUDED?

360 PSG will populate the main homepage of the website using information provided. Images and content must be delivered digitally by Genesee County Economic Development Center or added to the project through the purchase of stock photography and/or content writing services that are also available.

Custom graphical "calls-for-action" will be created on the homepage that are handcrafted to drive your visitor traffic to the target objectives you want them to complete (phone calls, lead forms, newsletter registrations, etc). The home page will receive more time than the standard content population services because it must be crafted to make a lasting first impression. Actual time used will be drawn from the projects time estimate and budget.

Content Migration

With every website built, you will have the ability to log into the system and add, edit, and remove as much content as you like. With our initial content migration service, you don't have to spend your precious time moving your existing content to the new website. The content population specialists at 360 PSG will take any content on the pages you plan to keep and build out all of them in the new system quickly and professionally with their experience of migrating hundreds of sites before yours. Proper spacing, sizes, optimal code formats for the best search engine effectiveness, and image organization. Once populated, the keys are turned over to you and you are free to modify, add, or change things without starting from a blank slate. Content migration makes the process of launching your new site from your old one, quick and professional but still leaves you with total control and no wasted time from your busy schedule.



WHAT'S INCLUDED?

360 PSG populates the content, images, links, and forms on internal website pages. This package excludes the homepage which requires considerably more time for execution and is populated with more detail (the home page build out is treated independent of the "internal" content pages here). 360 PSG gathers the content from the existing website for the pages that you defined you will be keeping. All menu items are then linked up to the proper pages of content based on this diagram. Content is moved over as it currently exists (changes can easily be made before launch using the CMS after it has been populated but edits are not expected during the initial migration process). The amount of migration is dependent on the time allocated in your budget based on the estimates provided (Individual page migration time can range from minutes to an hour or more depending on the complexity of the content on each page being moved over. This proposal reflects the estimated time and page count based on the information provided to 360 PSG during discovery)

Content Population

With every website built, you will have the ability to log into the system and add, edit, and remove as much content as you like. With our initial content population service, you don't have to spend your precious time entering it all upfront. The content population specialists at 360 PSG will take any content written for you or provided to us in digital form and build out all the pages quickly using their experience building out hundreds of previous sites.



Proper spacing, sizes, optimal code formats for the best search engine effectiveness, and image organization will be used. Once populated, the keys are turned over to you and you are free to modify, add, or change things without starting from a blank slate. Content population makes the process of launching your new site quick and professional but still leaves you with total control and no wasted time from your busy schedule.



WHAT'S INCLUDED?

360 PSG populates the content, images, links, and forms on internal website pages. This package excludes the homepage which requires considerably more time for execution and is populated with more detail (the home page build out is treated independent of the "internal" content pages here). Genesee County Economic Development Center provides the content, images, and any desired specific direction/instruction for pages by using the 360 PSG content submissions tools or sending a single collection of word documents (or one master content document following the guidelines provided to them at the start of the project). All menu items are then linked up to the proper pages of content based on client specifications. Client must either provide a "tree" organization flowchart for the content, or add one of the content information architecture packages so the team knows what pages belong where and how they relate/connect/link. **All content must be provided prior to ANY population beginning.** The number of pages included in the initial population package is described in the budget with a time estimate to complete the population. Content population is tracked hourly in 15 minute increments as complexity varies greatly between pages and client needs.

Content Self Population

If you have the time, general skill set or staff at Genesee County Economic Development Center that would prefer to take on the efforts of populating the content yourself, you will have access to all the tools and with the assistance of the help desk team you can populate as much or as little content as you need at your own pace.



Utilizing the content management system, Genesee County Economic Development Center can populate as many pages of content as they wish. The 360 PSG team does not place any content within the pages of the website itself. You are provided support, a help desk and instructions on how to use the tools to populate and edit your own content for the website with no additional cost or time spent adding pages to your website.

Service Block

Based on our experience working on hundreds of similar projects, one thing we have learned over the years is that you many not know exactly what you want until you start to see the living and breathing product you thought you did. We always recommend, with a project like yours, adding in a service block of additional "buffer" time that will cover some or all of the unforeseen ideas, scope changes, or additional time could not have been planned for out of the gate.

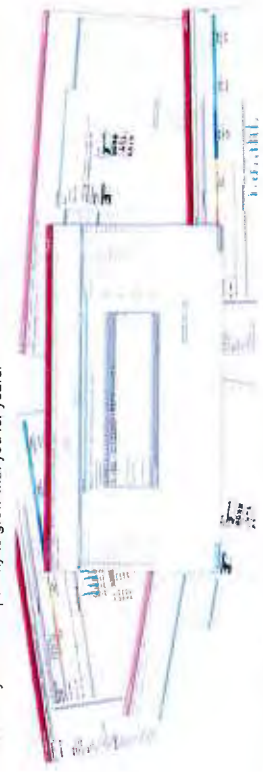
4.2



Service blocks are simply unallocated funds that are not attached to any one specific scope element in your project. This flexible usage model improves the process so we can move quickly and jump any hurdles as they come up without going back through the whole scope, proposal, formal process. Adding in this buffer means that you understand there are things you may not know you even wanted today and that working with us on your project may drum up things like "Wouldn't it be great if we added this?" or "We just found another website that has this really awesome twist we would like" or many times "We would love to enhance what we originally planned by changing this area". Having a service block in place lets us quickly scope any potential extra time needed and you can easily approve (or decline) that estimate in a couple emails or conversations instead of through a formal scope adjustment and proposal process.

Fission Content Management System

The website will be built on the powerful content management system called Fission; built, deployed, and supported by 360 PSG. The platform was created with modern web standards and browser capabilities in mind (including search engine optimization fundamentals, mobile device views, and more). This system also includes over 100 tools, widgets, and components for you to manage your own website's content in a simple way. Genesee County Economic Development Center can log in at anytime to add content, update the site, or change information in real-time. All without having to pay each time for service charges or even have people with web design experience in-house. Fission is the best option available to create a site that needs all the basics today but the capability to grow with you for years.



Features of the Fission CMS included in the standard package are:

- Add/Edit/Update any number of content pages on the website
- Add/Edit/Update any number of reusable content blocks throughout the website
- Add/Edit/Update any number of news articles, announcements, and blog posts
- Add/Edit/Update any number of testimonials, case-studies, and portfolio pieces
- Add/Edit/Update any number of custom forms for information gathering on the website
- Add/Edit/Update any number of images, videos, documents, and more in the media library
- Add/Edit/Update any number of calendar events with registration options
- Add/Edit/Update any number of menus, menu items, and sub-menu drop down items
- Add/Edit/Update any number of icons that link to all social media accounts for a website
- Add/Edit/Update any number of users that can log in and manage the site's content
- All content is controlled with simple to use editing tools that are similar to Microsoft Word

SSL Certificate

A "secure socket layer certificate" known as an **SSL Certificate** is a type of file holding encryption keys that is added to a server hosting your website to verify and authenticate that a website domain is actually who they say they are as well as ensuring there is valid encryption on all the data passing back and forth between your visitors and your website. When successfully installed and active your visitors will see some form of LOCK or other type of indicator in their preferred browser letting them know that the site is secure and the SSL is configured properly.

Why Do You Need an SSL?

- Securely encrypts data as it travels back and forth between your site and your visitors devices
 - Including any credit card processing forms if you are using e-commerce
- Directly impacts how well you rank on Google !!!
- Builds and enhances your visitor trust in your brand
- Improves conversion rates for your sales or goals as visitors are expecting encrypted transaction data



SSL Certificates are renewed annually and must be setup whenever your website moves servers or hosting providers; an expired or incorrectly configured certificate can cause major trouble when search engines or other sites create links to yours and it can be even worse if you utilize online commerce or payments on your site. It is critically important that your certificate is renewed and updated prior to its expiration date. At 360 PSG we send multiple reminders starting at 90 days prior to your expiration date to make sure it is ready to renew on time and the 360 PSG engineers handle all of the technical configuration and verification for you.

44

Our Capabilities

Unlike many companies in our field, 360 PSG focuses 100% of our time and resources on maximizing your digital presence. Since the company formed in 2005 we have spent every effort on becoming the experts in these web and digital fields. While our team has all the creative capability to create logos and brochures and others on the team could repair servers with the best of them, our core competencies are reflected in the following capability summary so that if you ever have a question on any of the following needs you can rest assured that 360 PSG is your first stop for dedicated and experienced team members in the following key service offerings:



MODERN RESPONSIVE WEB DESIGN

We employ specialists that stay on top of the most modern trends in website design. These team members study the progression of web browser enhancements, customer expectations and global trends that improve the visitor experience across every type of internet enabled device.



SITE PERFORMANCE AND RANKING OPTIMIZATION

Our dedicated team of ranking, traffic and conversion specialists can work with your website to improve its lead generation and search engine rankings using the latest techniques and best practices that major search engines find appealing. When want to make the most out of your existing traffic and drive in more visitors, we are here.



SOCIAL MEDIA MARKETING

The hottest trends in digital marketing are revolving around advertising on all the major social media networks like Facebook, Twitter and more. Our in-house ad specialists work with you to craft target audiences and deliver your marketing messages directly to the prospects most likely to buy from you.



SOCIAL MEDIA MANAGEMENT

In today's world of social engagement and building trust, social media business profiles are one of the top ways you can connect with prospects, referrals, and potential customers. Our team can make all your business social profiles look alive and thriving by crafting and sharing new content and engaging in social conversations.



GOOGLE & BING PPC AD MANAGEMENT

When people search for your products and services on Google/Bing you want to be driving them to your site. Our digital ad management team uses paid-click marketing techniques to drive prospects to you while working within your budget.



ONLINE COMMERCE & SHOPPING SOLUTIONS

When it's time to sell products, collect donations, or simply have your service customers quickly pay their bills online... our commerce solutions are built right into the sites we create so that you can take orders online with fully integrated credit card processing and order management.



SOCIAL MEDIA BUILDING & CONTEST PROMOTIONS

Getting people to like your page or follow your tweets can be challenging. Our social team has programs to build deeper engagement, encourage existing connections to refer more people, and create buzz around building up your social media following. When you draw people to your pages with promotions, you keep the connected.



ORIGINAL ONLINE CONTENT COPY WRITING

Unless you employ writers with time to spare, your online brand could probably use some professional writers that know how web content works. By interviewing your key team members and applying decades of experience, we can draft the right words for the right pages to attract and retain visitors on your website.



EMAIL ACCOUNTS & DOMAIN NAME MANAGEMENT

Our engineering team handles thousands of email accounts and thousands more domain name registrations every year. Our email solutions work on every platform from Outlook to your mobile phone. From one email account to a thousand, one web address or a hundred; our engineers have got your back in support and services.



MOBILE APPLICATION DESIGN

It's not for everyone, but if your business calls for a native mobile "app" that can be downloaded on Apple or Android devices, we should be your first call. From simple applications that allow visitors to connect with you, to powerful tools that interact and interface with your web databases, mobile applications connect you to their phones.



CUSTOM WEB PROGRAMMING

Every business is unique and you may need to step outside the common uses for a standard website. Our in-house programming team can help built great new features that are unique to your business while being seamlessly integrated into your visitors experience online; all mixed in with the powerful tools we already have available.

Why Choose 360 PSG?

360 PSG is the premier source of new lead generation from digital media in western NY, employing dozens of full time staff in our Amherst, NY headquarters. We have ranked on the Fast Track 50 for 5 years in a row as one of the fastest growing companies in Buffalo, ranking as the #1 regional provider several years in a row. How we do it...

1. A committed focus on generating YOU more leads to grow your business year over year
2. Highly experienced in strategic planning and the execution of targeting YOUR ideal customers
3. Measurable & accountable results that never let you hide, mislead, or confuse what is happening
4. A core set of ethics and principles that every team member must live by on a daily basis

Your Web EXPERTS

- 1,200+** Websites Created In-House
- 3,000+** Domains Managed
- 100K+** Client Leads Generated
- Over 65,000 Hours of Writing Code**
Over 1,000,000 Lines of Code Written In-House
Over 25 New Projects Added Per Month
Over 150,000 Hours of Support & Project Mgmt
- 10+ Years** In Business Since 2005
- 100+ Years** Combined Management Team Experience
- Daily Avg of 4 II Security Updates
Over 25,000 Keywords Optimized
Over 2,000 Monthly Reports Sent
Over 20 Company Awards Won

Terms & Conditions

SERVICES

Services will include those outlined and selected items in the budget & fees section within this proposal

COMPENSATION

Compensation is reflected in the pricing breakdown above. Unless otherwise noted, the totals reflected in this agreement are binding in full. Optional items will be included if selected at the time of acceptance by including them in the scope/fees section.

RELATIONSHIP OF PARTIES

1. 360 PSG, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. 360 PSG shall be solely responsible for and shall hold Genesee County Economic Development Center harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workmen's compensation.
2. No Agency, Genesee County Economic Development Center does not undertake by this Agreement or otherwise to perform any obligation of 360 PSG, whether by regulation or contract. In no way is 360 PSG to be construed as the agent or to be acting as the agent of Genesee County Economic Development Center in any respect, any other provisions of this Agreement notwithstanding.

INTELLECTUAL PROPERTY RIGHTS

1. Genesee County Economic Development Center will own all graphic design, site text content, images, and media files added, created, or uploaded specifically for the use on the individual website by or for this specific project.
2. 360 PSG will own the software/code rights related to the Fission Web System or CMS tool.
3. Genesee County Economic Development Center has a license to use, manage, and publish web content using the software indicated in the Scope of Work while their account is active and in good standing.
4. Any and All Software used to render the website and/or perform the services of delivering the website content in its final format to the world will remain the sole property of 360 PSG.
5. If used, the 360 PSG Fission Framework or other such application development system will remain the sole property of 360 PSG. A single usage license (not related to the ability to access source code, database structures, FTP, or other such materials used to power and operate the system) is hereby granted for the website while engaged with 360 PSG ongoing monthly support services.

TIMELY DELIVERY

1. 360 PSG shall deliver the work in the Scope of Work, to Genesee County Economic Development Center and its clients, in a timely manner without unreasonable delay if such delays are not the result of Genesee County Economic Development Center obligations.
2. Genesee County Economic Development Center agrees that delivery of the work shall be extended by any delay by Genesee County Economic Development Center to perform any required actions in a timely manner, provided that 360 PSG has promptly notified Genesee County Economic Development Center of

4.2

46

any such delay and the consequences of such delay and 360 PSG has endeavored in good faith to minimize the consequences of such delay. Notice of delay may be presented in electronic email format.

JURISDICTION / DISPUTES

This Agreement shall be governed in accordance with the laws of the State of New York. All disputes under this Agreement shall be resolved by litigation or arbitration in the State of New York (by sole decision of 360 PSG) including the federal courts therein and the Parties all consent to the jurisdiction of such authorities, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to

WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

COMPENSATION

1. The compensation stated within this agreement constitutes the fees associated specifically with the scope of work outlined within. Any and all adjustments, however trivial, to the service, requirements, and desires of the Genesee County Economic Development Center may be subject to Out of Scope fees as determined by 360 PSG.
2. Out of Scope Service Fees
 1. All services outside the scope of work will be billed at standard hourly rates
 2. All service fees have a minimum billable time of one quarter hour (15 min) for each request made in a single additional scope of work.
 3. Out of Scope approvals for work may be accepted at 360 PSG's sole discretion via email, signed agreement, online software tool, or other such retainable request format. 360 PSG, at its sole discretion on a case-by-case basis may accept verbal (phone), text message, or in-person discussion as an acceptance of work. Approval of Out of Scope work (either by 360 PSG's acceptance verbally or in written form) is considered acceptance of any such fees associated with it. Barring any other form of historical record of authorization, payment by Genesee County Economic Development Center of an Out of Scope request is deemed automatic and definitive acceptance of the fees associated with the authorization of said request. 360 PSG is not responsible for Genesee County Economic Development Center's internal policies related to authorization of requests and/or 360 PSG unless 360 PSG is provided with, prior to the request being made, a specific list of people that can or cannot make such requests on behalf of Genesee County Economic Development Center.
 4. Delivery dates for the Scope of Work are not reflective of the payment schedule required per this agreement and as such are treated independent of each other. Adjustments to the payment schedule that differ from this agreement are solely at the discretion of 360 PSG. At no time, unless agreed upon in writing by 360 PSG, shall any work product or deliverable status of a Scope item be linked to the terms of payment for this agreement.
 5. This scope of work herein is proposed in its entirety as a legally binding acceptance of all fees for the

services as defined, 360 PSG reserves the right to complete the scope of work as written and fully expects Genesee County Economic Development Center to fulfill the compensation as scheduled. This agreement may only be modified, terminated, or adjusted with an acceptance of such signed by an officer of 360 PSG. Genesee County Economic Development Center acknowledges that project timeline does not reflect billing or payment due schedules and understands that management, planning, setup, front-loaded activity, and other such unbalanced divisions of the scope of work are priced and planned around 360 PSG's expected complete fulfillment of the agreed upon payment terms and amounts.

5. Late payments are subject to a 1.50% monthly finance charge for past due amounts
7. Redirecting a domain name to an alternative service provider or non-usage of a staged scope of work for delivered services does not constitute a cancellation of services

SERVICE, SUPPORT, HOSTING

1. Monthly support fees include the hosting of the website with reasonable use of bandwidth and storage space for the site itself.
2. Support is provided via an online web trouble ticket system and up to 2 hours of live phone support for usage of the licensed tools (this does not include work service hours, the support is included for instructional helpdesk needs only)
3. All system bugs for the code written by 360 PSG are warranted by 360 PSG to insure that the software itself requires no client maintenance outside their license fees. Bugs are subject to the definition and acceptance of such by 360 PSG.
4. Additional service and support above that which is allocated is billable in 15 minute increments with a 15 minute minimum and client will be notified if such coverage billing would be required prior to servicing the account. 360 PSG solely reserves the right to waive additional support fees on a case-by-case basis and any such prior waiver of fees does not constitute any guaranteed waiver of future use.

RECURRING TERMS

1. Any agreed upon item with a specified minimum recurring term must be completed in full. Payments for services deemed recurring are due one month prior to the intended execution of the recurring item.
2. After the minimum term of the agreement (which may be zero or more months as written in the scope/ payment sections), the services will be continued on a month-to-month basis at the same level of service unless terminated by Genesee County Economic Development Center prior to the next scheduled invoice. An "Out of Term" service fee may be applied at an amount no greater than \$100 per service item per month in which month-to-month service continues without cancellation on services that began with a minimum term greater than zero. Month-to-month service can be cancelled at anytime prior to the scheduled start of the next service date but must be cancelled no later than 2 business days prior to the next scheduled date of service/license/hosting/support/etc.
3. Should Genesee County Economic Development Center wish to terminate a minimum term agreement prior to the completion of its required term, 360 PSG offers an early termination fee of 50% of the remaining balance on the total recurring portion (plus total fixed fees remaining). Notice and payment of such termination exit must be received prior to midnight of the start date (usually the 1st day of the month) of the next scheduled service date, no further service will be performed past the termination date.
4. Should a specific item or items not allow for early termination clause, it will be specifically noted in the scope of work. All non-recurring items have no early termination option and are to be completed and paid for in full and 360 PSG will deliver the services as scoped for those items in a timely manner (barring any Genesee

- 4.2
5. County Economic Development Center delays in obligations required to complete them). Billing for recurring services may begin prior to the months in which the service is intended to be rendered, but in such cases 360 PSG guarantees to deliver the term quantity of recurring services so long as the account balance is in good standing.

DISCLAIMER OF WARRANTIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH HEREIN, 360 PSG DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY 360 PSG PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, PERFORMANCE RESULTS, SUBJECTIVE PERCEIVED QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

INDEMNIFICATION

Genesee County Economic Development Center agrees to indemnify and hold harmless 360 PSG and its successors, assigns, subcontractors, principals, officers, employees and agents from and against any and all claims, demands, liabilities, damages, judgments, assessments and all other forms of damage and/or relief brought against 360 PSG or its successors, assigns, subcontractors, principals, officers, employees and agents by any third party arising out of, or in any way related to the illegal or improper use by Genesee County Economic Development Center or any end-users which have procured, directly or indirectly, products or services of 360 PSG from Genesee County Economic Development Center, of any hardware, software, goods, services or any other item provided by 360 PSG pursuant to this Agreement.

LIMITATION ON LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL 360 PSG BE LIABLE TO Genesee County Economic Development Center OR ANY END-USERS WHICH HAVE PROCURED, DIRECTLY OR INDIRECTLY, PRODUCTS OR SERVICES OF 360 PSG FROM Genesee County Economic Development Center, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR A BREACH THEREOF. 360 PSG'S MAXIMUM AGGREGATE LIABILITY TO Genesee County Economic Development Center OR ANY OTHER PERSON ARISING OUT OF OR RELATED TO A BREACH OF THIS AGREEMENT SHALL BE THE LESSER OF (A) \$5,000.00, OR (B) THE TOTAL AMOUNT THAT Genesee County Economic Development Center HAS PAID TO 360 PSG FOR THE SERVICES AND/OR PRODUCTS PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE APPLICABILITY OF THE FOREGOING, IN NO EVENT SHALL 360 PSG BE LIABLE TO Genesee County Economic Development Center OR ANY OTHER PERSON FOR ANY DAMAGES RESULTING FROM OR RELATED TO (A) ANY FAILURE OR DELAY IN THE DELIVERY OR INSTALLATION OF ANY HARDWARE AND/OR SOFTWARE OR (B) ANY FAILURE OF HARDWARE AND/OR SOFTWARE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF SALES OR ANY FAILURE IN THE PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT AND ANY ADDENDA HERETO.

Mark Masse

STAMP Committee

March , 2022

STAMP Payment for easement

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

1. Temporary Easement 22 - \$800

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

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

RECORD & RETURN TO:
Anthony J. Iacchetta, Esq.
Phillips Lytle LLP
1400 First Federal Plaza
Rochester, New York 14614

STAMP POST TREATED EFFLUENT FORCE MAIN
TEMPORARY EASEMENT AGREEMENT

(TEMPORARY EASEMENT NO. TE-22)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN TEMPORARY EASEMENT AGREEMENT (this "Agreement") is effective as of February 28th, 2022 (the "Effective Date") and is made by and between GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, a New York public benefit corporation having an office at 99 MedTech Drive, Batavia, New York 14020 ("Grantee") and TOWN OF ALABAMA, individuals having an address of 2218 Judge Road, Oakfield, New York 14125 ("Grantor"). Grantor and Grantee are sometimes individually referred to herein as a "Party" or collectively as, the "Parties".

RECITALS

A. Grantor is the owner of certain real property known as Alleghany Road, Alabama, New York (SBL No. 6.-1-27) ("Grantor's Premises").

B. Grantee intends to construct, install and maintain a post treated effluent force main facility and related appurtenances (the "Facility") for the benefit of Grantee's project known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Project") on lands adjacent to Grantor's Premises.

C. Grantor intends to grant unto Grantee and its successors and/or assigns, a temporary non-exclusive easement for activities related to the construction and installation of the Facility on and through a portion of Grantor's Premises.

AGREEMENT

Therefore, Grantor and Grantee, for themselves, their successors and assigns, declare that Grantor's Premises is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements, hereinafter set forth:

1. Grantor hereby reserves unto Grantee, its agents, successors or assigns, a temporary right of way, easement and privilege (the "Temporary Easement") on, through, over and under those portions of Grantor's Premises as described on the legal description and map attached hereto as Exhibit "A" (the "Temporary Easement Area"), to be used for activities related to the construction and installation of the Facility. This Temporary Easement shall automatically expire and be of no further force and effect upon the earlier of the final completion of the construction and installation of the Facility or October 31, 2023 (each being a, "Termination Event"). Upon the occurrence of a Termination Event, this Agreement shall automatically terminate and Grantee may, without the joinder or consent of Grantor or any other owner, record a termination of this Agreement in the Genesee County Clerk's Office.

2. It shall not be the duty of Grantee or Grantee's successors and assigns to perform routine property maintenance of the Temporary Easement Area or maintain said areas in a fashion that would typically be performed by Grantor in the normal course of the upkeep of Grantor's Premises.

3. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right, as applicable, to enter upon the Temporary Easement Area by vehicle and on foot, and to utilize the same, whenever necessary, for the exercise of the rights and privileges herein granted; provided such access does not materially interfere with the use and enjoyment of Grantor's Premises, except temporarily while work is in progress.

4. Grantee shall use commercially reasonable efforts in the exercise of the rights granted under this Agreement to avoid interference with Grantor's use of Grantor's Premises. Grantee shall, at Grantee's sole cost and expense and in each instance following the exercise of the rights herein granted, repair any damage to the Temporary Easement Area caused by or arising out of the exercise of the rights granted under this Agreement.

5. Both Grantor and Grantee hereby represent and covenant to each other that each Party has the right to grant the easement rights herein granted.

6. This Agreement and the Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, forever.

7. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement.

8. Except as set forth herein, this Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties or their successors and/or assigns and thereafter duly recorded in the Genesee County Clerk's Office.

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

10. This Agreement shall be construed in accordance with the laws of the State of New York. Each of the parties hereto hereby irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

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

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement with the intent that it be effective as of the Effective Date.

GRANTOR:



TOWN OF ALABAMA

By: Robert M. Crossen

Name: Robert Crossen

Its: Supervisor

GRANTEE:

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

By: _____

Name: _____

Its: _____

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

On the 28 day of Feb in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Crosson personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

REBECCA L. BORKHOLDER
Notary Public, State of New York
Reg. #01BO6047373
QUAL. IN GENESEE COUNTY
COMM EXPIRES AUG 28, 2022

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

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

NOTARY PUBLIC

EXHIBIT "A"

STAMP FORCE MAIN
TEMPORARY EASEMENT NO. TE-22

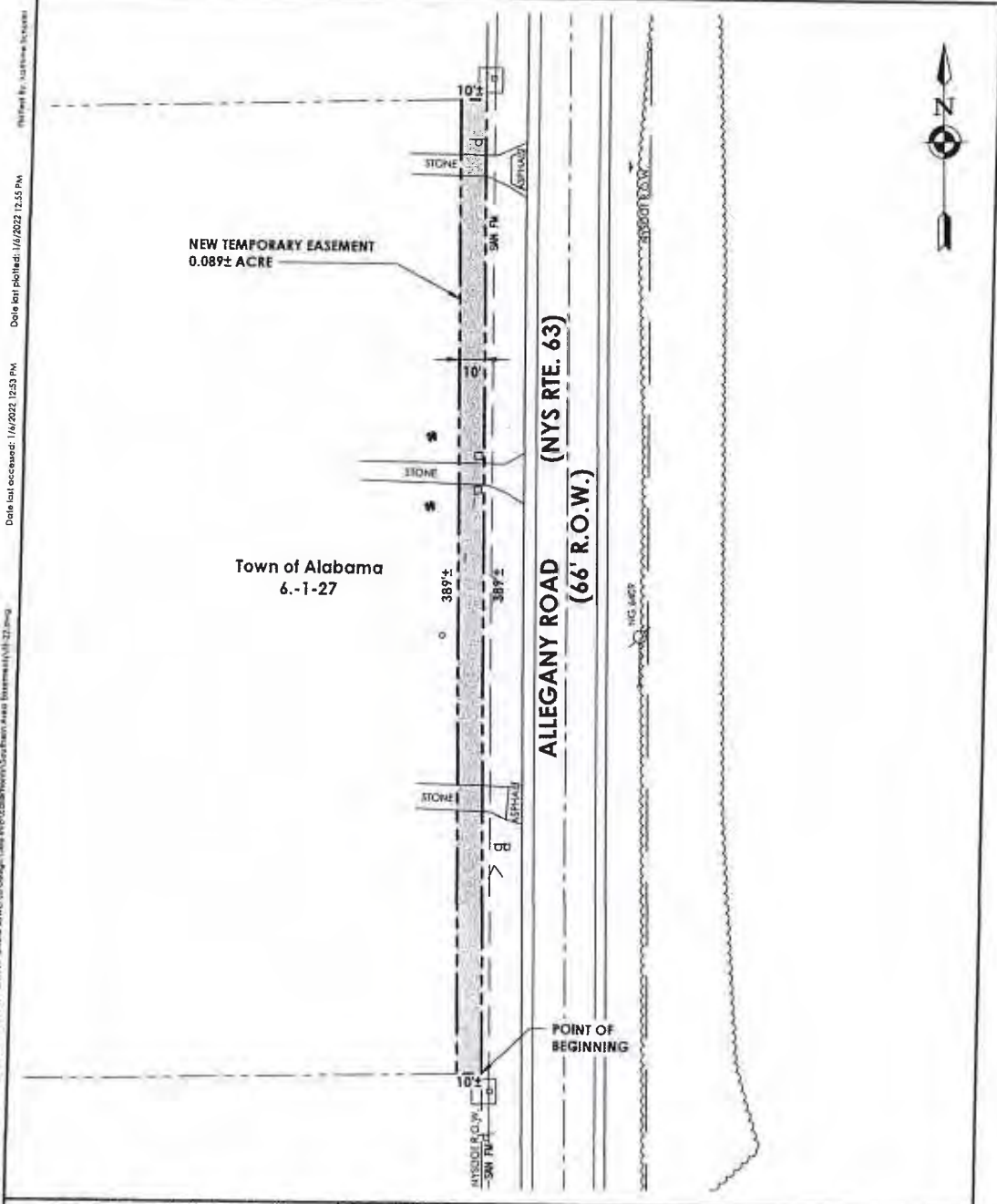
All that tract or parcel of land situate in the Town of Alabama, County of Genesee, State of New York and more particularly described as follows:


Beginning at the intersection of the westerly right-of-way line of Allegany Road (New York State Route 63) (66 feet wide right-of-way) and the southerly line of tax account number 6.-1-27; thence,

- 1) Westerly, along the southerly line of tax account number 6.-1-27, a distance of 10 feet, more or less, to a point 10 feet westerly of and parallel to the westerly right-of-way line of Allegany Road; thence,
- 2) Northerly, through the lands of tax account number 6.-1-27, along a line 10 feet westerly of and parallel to the westerly right-of-way line of Allegany Road, a distance of 389 feet, more or less, to the northerly line of tax account number 6.-1-27; thence,
- 3) Easterly, along the northerly line of tax account number 6.-1-27, a distance of 10 feet, more or less, to the westerly right-of-way line of Allegany Road; thence,
- 4) Southerly, along the westerly right-of-way line of Allegany Road, a distance of 389 feet, more or less, to the southerly line of tax account number 6.-1-27 and the point of beginning.

Temporary Easement, as described above, contains approximately 0.089 acre of land.

All as shown on a map prepared by CPL, entitled "Temporary Easement TE-22", dated January 4, 2022.



 <p>200 ST. PAUL STREET, SUITE 300 ROCHESTER, NEW YORK 14604 TEL (585) 274-9000 FAX (585) 277-5836</p> <p>ARCHITECTS ENGINEERS PLANNING</p>	DATE: 01/04/2022	<p style="text-align: center;">TEMPORARY EASEMENT TE-22</p> <p style="text-align: center;">STAMP FORCE MAIN OFFSITE SEWER</p> <p style="text-align: center;">TOWN OF ALABAMA, GENESEE COUNTY, NEW YORK</p>
	DRAWN: KMS	
	CHECKED: ZLA	
	SCALE: 1" = 50'	
PROJ. #: 15981.00		

X Drawing Name: \\c:\projects\p15\1504\150401\150401.dwg Date last modified: 1/4/2022 12:55 PM
 Date last accessed: 1/4/2022 12:53 PM
 Plot Date: 1/4/2022 12:55 PM
 Plot Time: 1:00:00 PM

6.1