

**Genesee County Economic Development Center
Meeting Agenda**
Thursday, May 4, 2023
Location: 99 MedTech Drive, Innovation Zone

PAGE #

1.0	Call to Order	4:00 pm
	Presentation – Craft Cannery	4:10 pm
	1.1 Enter Executive Session	4:10 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.	
	2. Discussions regarding proposed, pending or current litigation.	
	1.2 Enter Public Session	4:45pm
2.0	Chairperson’s Report & Activities	4:45pm
	2.1 Upcoming Meetings:	
	Next Scheduled Board Meeting: Thursday, June 1st at 4 p.m.	
	Audit & Finance Committee Meeting: Tuesday, May 30 th at 8:30 a.m.	
	STAMP Committee Meeting: Wednesday, May 31 st at 8:00 a.m.	
	Governance & Nominating Committee Meeting: June 1 st at 3 p.m.	
	2.2 Agenda Additions / Deletions / Other Business **Vote	
	2.3 Minutes: March 30, 2023 **Vote	
3.0	Report of Management –	4:50pm
	3.1 FFP NY Elba Project 1, LLC – Assignment Authorization Resolution **Vote – C. Suozzi	
	3.2 LNK Holdings, Inc.	
	a. Assignment Authorization Resolution **Vote – C. Suozzi	
	b. Initial Resolution **Vote – C. Suozzi	
4.0	Audit & Finance Committee – M. Gray	5:00pm
	4.1 1 st Quarter Financial Statements **Vote	
	4.2 Mowing Bids **Vote	
	4.3 National Grid Grant – Business Facilities **Vote	
5.0	Governance & Nominating Committee – C. Yunker	5:10pm
	5.1 GGLDC Board Member Appointments **Vote	
	5.2 Officer Appointments **Vote	
	5.3 Authorized to Request Information Regarding Bank Accounts **Vote	
	5.4 Authorized Signers of Agreements, Contracts, etc. **Vote	
	5.5 Authorized Bank Signers **Vote	
6.0	STAMP Committee – P. Zeliff	5:20pm
	6.1 NYISO Facilities Study Payment **Vote	
	6.2 Contract with RLC Engineering **Vote	
	6.3 Easement Approvals **Vote	
	6.4 Keeler Change Order – Laydown Area & Hold & Haul Tank Installation **Vote	
	6.5 805 Lewiston Road House Transfer **Vote	
	6.6 National Grid Engineering to Provide Service to WWTF **Vote	
7.0	Employment & Compensation Committee – T. Bender	5:30pm
	7.1 Nothing at this time.	
8.0	Housing Committee – P. Battaglia	5:30pm
	8.1 Nothing at this time.	
9.0	Other Business	5:30pm
	9.1 Nothing at this time.	
10.0	Adjournment	5:30pm

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**GCEDC Board Meeting
Thursday, March 30, 2023
Location: 99 MedTech Drive, Innovation Room
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: M. Gray, C. Kemp, M. Clattenburg, C. Yunker, P. Battaglia (Video Conference*), P. Zeliff (Video Conference*), T. Bender (Video Conference*)
Staff: M. Masse, S. Hyde, J. Krencik, L. Farrell, P. Kennett, C. Suozzi
Guests: S. Noble-Moag (GGLDC Board Member), T. Felton (GGLDC Board Member), R. Gaenzle (Harris Beach / Video Conference), G. Torrey (GGLDC Board Member), Reagan Kemp
Absent:

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

1.0 Call to Order

M. Gray called the meeting to order at 4:00 p.m. in the Innovation Zone.

1.1 Enter Executive Session

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:00 p.m. for the following reasons:

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

The motion was seconded by M. Clattenburg and approved by all members present.

1.2 Enter Public Session

M. Clattenburg made a motion to enter back into public session at 4:38 p.m., seconded by C. Kemp and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

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

Audit & Finance Committee Meeting: Tuesday, May 2nd at 8:30 a.m.

STAMP Committee Meeting: Wednesday, May 3rd at 8:00 a.m.

Governance & Nominating Committee Meeting: Thursday, May 4th at 3:00 p.m.

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

2.3 Minutes: March 2, 2023 –

C. Yunker made a motion to accept the March 2, 2023 minutes as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

3.0 Report of Management

3.1 Valiant Real Estate/NY Bus Sales – Authorizing Resolution (STE Increase) – The project costs for Valiant Real Estate USA, Inc. (NY Bus Sales) increased by \$1,500,000. The company asked to increase the sales tax exemption from \$224,800 to \$360,000. The GCEDC fee will increase an additional \$18,750.

Recommendation: Staff recommends the Board to approve this request to increase the sales tax exemption amount to \$360,000.

Resolution No. 03/2023 - 01

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, AND (iii) IF NECESSARY, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

M. Clattenburg made a motion to accept Authorizing Resolution #03/2023-01, authorizing an increase of incentives as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3.2 Land Pro – Authorizing Resolution (STE Increase) - Land Pro project costs have increased by \$1.3 million. The company has asked to increase the sales tax exemption from \$420,000 to \$570,000. The GCEDC fee will increase an additional \$16,250.

Recommendation: Staff recommends the Board to approve this request to increase the sales tax exemption amount to \$570,000.

Resolution No. 03/2023 - 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, AND (iii) IF NECESSARY, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

C. Yunker made a motion to accept the Authorizing Resolution #03/2023-02, authorizing an increase of incentives as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3.3 Apple Tree Acres / J. Rental – Authorizing Resolution (STE Increase) – Apple Tree Acres, LLC (JRental) project costs have increased by \$600,000. The company has asked to increase the sales tax exemption from \$109,600 to \$157,600. The GCEDC fee will increase an additional \$7,500.

Recommendation: Staff recommends the Board to approve this request to increase the sales tax exemption amount to \$157,600.

Resolution No. 03/2023 - 03

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, AND (iii) IF NECESSARY, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

C. Yunker made a motion to accept the Authorizing Resolution #03/2023-03, authorizing an increase of incentives as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

3.4 GSPP Route 262, LLC – Initial Resolution – GSPP Route 262, LLC is proposing to construct a community solar farm project on Route 262 in the Town of Byron. The project will utilize ground-mounted solar panels to convert the sun's energy into 5 MW of AC power. The project will provide enhanced property tax payments via a 15-year PILOT that are significantly greater than the current agricultural-vacant land value of the project.

The project's PILOT will contribute \$4,000/MWAC + a 2% annual escalator in payments to Genesee County, Town of Byron, and Byron-Bergen Central School District. The PILOT is estimated to generate \$345,868 in PILOT payments over the 15-year term. The project will also fund a community benefit agreement for workforce development and economic development projects in Genesee County.

The project is aligned with New York's aggressive goals for renewable energy, energy efficiency and greenhouse gas reductions, and will offer customers a 10% discount vs average market rates for the generated power.

GSP Route 262, LLC is requesting assistance from the GCEDC with a sales tax exemption estimated at \$1,056,102, a property tax abatement estimated at \$778,344, and a mortgage tax exemption estimated at \$70,993 for a total of approximately \$1,905,439 in estimated tax incentives.

Resolution No. 03/2023 - 04

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF GSP ROUTE 262, LLC WITH RESPECT TO A CERTAIN PROJECT (THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

P. Zelif made a motion to accept Initial Resolution #3/2023-04, authorizing the acceptance of the application and scheduling of a public hearing as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

3.5 Workforce Development Update – Included with the Board Meeting materials was an update on Workforce Development initiatives. C. Suozzi highlighted the success of the events that have taken place this year and discussed those events that are scheduled for the remainder of the year.

3.6 Revisions to Applications for Financial Assistance - The GCEDC had previously determined that any projects that are subject to the provisions of the Local Labor Policy as it relates to incentives, is required to make a deposit to the GCEDC to cover the costs of our monitoring and compliance company. We are presenting a revised page from the Application for Incentives to ensure that applicants are aware of the fee and committing to paying it.

We are also adding a line item for any solar projects that would require payment into the workforce development fund of the GGLDC.

Fund commitment: None.

Board action request: Approval of Fees Paid by Applicant page in the Application for Financial Assistance.

M. Clattenburg made a motion to accept the revisions to the Application for Financial Assistance, specifically the Approval of Fees Paid by Applicant page, as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3.7 Public Authorities Annual Report - The Annual Report was included with the Board materials as a separate attachment for review. The Annual Report is being brought forward for approval to submit into the PARIS reporting system. There are 78 projects in our portfolio that are reporting for 2022. The net change in employment is found by comparing the FTEs before the project with what is reported for the year. For 2022, there was a net increase in employment of 1,551 jobs. P. Kennett is actively working to collect sales tax exemption information for some companies. Therefore, there may be changes related to sales tax exemption for some projects.

P. Battaglia made a motion to approve the submission of the Annual Report in the PARIS reporting system with the expectation of the above-mentioned changes; the motion was seconded by P. Zelif. Roll call resulted as follows:

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

The item was approved as presented.

4.0 Audit & Finance Committee

4.1 12/31/22 Audit – M. Gray stated that Jason Waite of Mostert, Manzanero & Scott, LLP attended the Audit and Finance Committee Meeting to review the 12/31/22 Audit. The Report to the Board of Directors states that no material weaknesses in internal controls were identified during the audit. It is their opinion that the audited financial statements present fairly, in all material respects, the financial position of the GCEDC as of December 31, 2022 in accordance with accounting principles generally accepted in the United States of America. There were a couple of adjustments between the unaudited and audited financial statements. For this year’s audit GASB 87 Leases was implemented. M. Gray also stated that this was Jason Waite’s first year as the engagement partner. Every five years the engagement partner must change.

This item was recommended for approval by the Committee.

M. Gray made a motion to recommend to approve the 12/31/2022 Audit as presented; the motion was seconded by P. Zeliff. Roll call resulted as follows:

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

The item was approved as presented.

4.2 PSA for Apple Tree Acres (Oxbo) - The GCEDC has a PSA for approximately 50 acres from Oxbo International for AppleTree Acres (30 acres buildable, 20 acres unbuildable). The company is looking to acquire this to construct a manufacturing facility.

Fund Commitment: Legal fees to Harris Beach not to exceed \$10,000 for the transaction.

This item was recommended for approval by the Committee.

M. Gray made a motion to approve the PSA for Apple Tree Acres with Oxbo and payment of legal fees not to exceed \$10,000 in connection with the closing as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

4.3 Loewke Brill Contract for Pembroke Project - At the October 1, 2019 meeting, the GCEDC staff presented a sample proposal from Loewke Brill Consulting Group, Inc. on how they could assist companies that will have to report to the GCEDC under the local labor reporting requirements, including assistance with waiver requests and finding local contractors to bid their projects.

The GCEDC staff requested a quote for the costs related to the Horizon Acres project in Pembroke. A copy of the application for incentives was sent to Loewke Brill for them to calculate the fee. They submitted the following:

\$20,210 - 18 Inspections (\$325 per visit), 18 Monthly Reports (\$690 per month), 1 time set up fee (\$1,250), assume 3 waiver requests (\$230 per waiver)

The time was determined by what the projects listed for the duration of construction in their applications. GCEDC staff has the following recommendation:

Fund Commitment: \$20,210 to be paid out of deposit from company. This project will be making a deposit to cover all the costs associated with the local labor inspection process.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the Loewke Brill Contract for Horizon Acres as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
T. Bender -	Yes (Video Conference*)	P. Zelif -	Yes (Video Conference*)
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 Phillips Lytle for Business Park Association Formation – Phillips Lytle has prepared a proposal to cover the scope of work for the formation of the Business Park Association for STAMP. This amount can be included in with the common area charges that companies at STAMP would pay their portion of based on acreage owned versus total developable acreage at the site.

M. Masse stated that there is language included in the Purchase and Sale Agreements with Plug Power and Edwards Vacuum that states they may be responsible for Common Area Maintenance charges for the Association.

Fund Commitment: Not to exceed \$35,000 to be paid out of operational funds.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the Phillips Lytle contract for the Business Park Association Formation not to exceed \$35,000 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

6.2 Survey for Edwards Genesee Real Estate Transactions – The GCEDC asked three companies for bids to survey the two parcels that are covered under the PSA and the Ground Lease agreement with Edwards. The Instrument Survey Map shall show acreage inclusive of the rights of way, if any, show all recorded encumbrances, meet all the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and be certified as an ALTA/NSPS survey. The Instrument Survey Map shall be certified to meet the standard requirements of the Genesee County Bar Association and, if applicable, meet the filing

standards for subdivision as set forth by the responsible agency of the county in which the Property is located.

The PSA calls for Edwards to reimburse us for the survey up to \$2,500.

The results of the bids are as follows:

1. Bid of \$7,760 – Frandina Engineering and Land Surveying
2. Bid of \$6,500 - Welch & O'Donoghue
3. Townsend & Lamendola declined to bid

Fund Commitment: Not to exceed \$6,500 to Welch & O'Donoghue for STAMP survey work from operating funds.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the survey work by Welch & O'Donoghue not to exceed \$6,500 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

6.3 General Services Agreement with CC Environment & Planning – As the GCEDC continues to work on permitting the STAMP site there are issues that arise in dealing with the DEC. This contract will allow the GCEDC to utilize CC Environment and Planning's historical knowledge of STAMP as well as their environmental knowledge to move through and respond to any issues/concerns that the DEC may bring up. This will also cover their oversight of the tree planting for north of the substation access road.

Fund Commitment: \$30,000 to be covered under the \$8 million.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the CC Environment & Planning contract not to exceed \$30,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

6.4 Access Agreement for Construction Parking Area for Plug Power - As part of their construction of their hydrogen facility, Plug Power would like to utilize the approximate 6.5 acre parcel directly to the south of their site as a construction parking area. Plug Power will be responsible for all DEC permits (except the Part 182) and compliance.

Plug Power will make a one-time payment to the GCEDC in the amount of \$10,000 for the access agreement.

Fund Commitment: None.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the access agreement for Plug Power as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes (Video Conference*)	C. Yunker -	Yes
T. Bender -	Yes (Video Conference*)	P. Zelif -	Yes (Video Conference*)
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, C. Yunker made a motion to adjourn at 5:06 p.m., which was seconded by M. Clattenburg and passed unanimously.

may
4/26/23

ASSIGNMENT AUTHORIZING RESOLUTION
(FFP NY Elba Project1, LLC Project – Assignment Authorization)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center convened on Thursday, April 28, 2023.

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

Resolution No. 04/2023 -

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE “AGENCY”) (i) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM FFP NY ELBA PROJECT1, LLC AND AFFILIATES (THE “COMPANY”) IN CONNECTION WITH A CERTAIN PROJECT (AS MORE FULLY DESCRIBED BELOW) TO BE UNDERTAKEN BY THE AGENCY AND THE COMPANY; AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS WITH RESPECT TO SAME.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, 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 a Final Resolution adopted on May 6, 2021 (the “Authorizing Resolution”), the Agency appointed **FFP NY ELBA PROJECT1, LLC** (the “Company”), as agent of the Agency to undertake a certain Project (the “Project”) consisting of: (i) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the “Improvements”) and acquisition thereof by the Agency of a leasehold interest in the Improvements located at 6920 Norton Road in the Town of Elba, New York (said Improvements being more particularly described as a portion of tax parcel No. 9.-1-39.111, as may be subdivided and assigned a new tax parcel No.); and (ii) the acquisition of and installation in and around the Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the “Equipment” and, collectively with the Improvements, the “Facility”); and

WHEREAS, as of the date of the Company’s Application for Financial Assistance (the “Original Application”), the Original Application was submitted by and through FFP NY Community Solar, LLC as the original owner of the Company (the “Original Company Parent”); and

WHEREAS, pursuant to a certain Membership Interests Purchase Agreement, by and between the Original Company Parent and Nexamp Capital, LLC (the "Purchaser"), the Original Company Parent assigned 100% of its membership interest in the Company to the Purchaser (the "Assignment"); and

WHEREAS, the Company has requested the Agency's approval of the Assignment.

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 the representations made by the Company, the Agency hereby consents to, authorizes and approves the Assignment subject to the terms and conditions set forth herein.

Section 2. The Agency's consent and approval of the Assignment is subject to payment by the Company of all costs and fees of the Agency in connection with review, consideration and authorization of the Assignment.

Section 3. 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 and deliver any documents and agreements necessary to effectuate the Assignment, with such changes as shall be approved by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations and counsel to the Agency upon execution.

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.

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

I, the undersigned Secretary of 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 Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on April 28, 2023, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ___ day of _____, 2023.

Secretary

[SEAL]

mm
4/24/23

ASSIGNMENT AUTHORIZING RESOLUTION
(ADVJ Realty, LLC to LKN Holdings, Inc.)

A regular meeting of Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, May 4, 2023.

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

Resolution No. 05/2023 -

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AUTHORIZING (i) THE ASSIGNMENT OF CERTAIN DOCUMENTS IN CONNECTION WITH A CERTAIN PROJECT (AS FURTHER DEFINED HEREIN) PREVIOUSLY UNDERTAKEN FOR THE BENEFIT OF ADVJ REALTY, LLC (THE "COMPANY") TO LKN HOLDINGS, INC. (THE "ASSIGNEE"); AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS AND AGREEMENTS RELATING THERETO

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, (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (hereinafter called the "Agency") was created with the Agency and power to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, research, and recreational facilities as authorized by the Act, and in connection therewith to issue its revenue bonds, enter into straight lease transactions and provide other forms of financial assistance; and

WHEREAS, the Agency previously appointed **ADVJ REALTY, LLC** (herein, the "Company") as agent to undertake a certain project (the "Project") consisting of (i) the acquisition by the Agency of a leasehold interest in an approximately 3-acre parcel of land located at Apple Tree Avenue, in the Town of Bergen, Genesee County, New York (being tax map number 13.-1-58.21) (the "Land"); (ii) the construction of an approximately 5,000 square-foot building for food processing, storage, offices and related improvements (the "Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Facility"); and

WHEREAS, by resolution adopted by the Agency on July 11, 2017 (the "Authorizing Resolution"), the Agency authorized the undertaking of the Project and pursuant to which the Agency and the Company entered into a certain Agent, Financial Assistance and Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement, and related documents (collectively, the "Agency Documents"); and

WHEREAS, pursuant to Section 6.3 of the Leaseback Agreement, and in connection with the proposed transfer of ownership of the Project to **LKN Holdings, Inc.** (the "Assignee"), the Company has requested the Agency's approval of the proposed assignment of the Agency Documents (collectively, the "Assignment") to the Assignee; and

WHEREAS, the Agency desires to authorize the Assignment subject to the terms and conditions set forth 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. Subject to (i) the Company and Assignee executing an Assignment and Assumption Agreement with Acknowledgement and Consent (the "Assignment Agreement"), (ii) the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, and (iii) compliance with Section 6.3 of the Leaseback Agreement, the Agency hereby authorizes the Assignment of the Agency Documents to the Assignee. No additional financial assistance is authorized for the benefit of the Company or Assignee.

Section 2. The Agency hereby finds that the Assignment constitutes a Type II Action, as defined within the State Environmental Quality Review Act ("SEQRA") and regulations adopted pursuant thereto at 6 NYCRR Part 617.5(c)(26) whereby the Assignment constitutes a transfer of leasehold rights with no material change in permitted conditions or activities.

Section 3. The Chairman, Vice Chairman, President/CEO and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver the Assignment Agreement and related documents; provided the rental payments under the Leaseback Agreement, as assigned, and the Assignment Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and Assignment, along with the prospective indemnification of the Agency by the Assignee for actions taken by the Assignee and/or claims arising out of or related to the Project.

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.

The question of the adoption of the foregoing Resolution was duly put to 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 Resolution was thereupon declared duly adopted.

SECRETARY'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on May 4, 2023, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this __ day of _____, 2023.

Secretary

[SEAL]

*was
4/27/23*

Customer Information

Potential Customer:	LNK Holdings, Inc.	Opportunity Type:	Expansion
Proj. St. Address:	7100 Apple Tree Av	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	//Bergen	Type of Project:	Expansion
Proj. Description:	2023 Craft Cannery expansion	New Jobs:	4
Total Capital Investment:	\$1,465,000	Retained Jobs:	6
Incentive Amount:	\$70,413	School District:	Byron- Bergen
Benefited Amount:	\$1,465,000	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

Project Information

Organization:	GCEDC
Opportunity Source:	Direct/Personal Contact Date of Public Hearing: TBD
Initial Acceptance Date:	5/4/2023 Inducement Date:

Opportunity Summary: LNK Holdings, Inc. is acquiring 7100 Apple Tree Ave 5000 sq. ft. facility at Apple Tree Acres in Bergen. The company is planning to expand the facility by constructing another 4000 sq. ft. Thus, the facility will total 9,000 sq. ft. after the addition is completed.

In 2022, Craft Cannery won \$500,000 at Grow-NY Global Food and Agriculture Business Competition

The total capital investment is \$1,465,000 and plans to create 4 FTE's and Retain 6 FTE's.

LNK Holdings, Inc is first requesting to transfer the existing PILOT with 6 years remaining on the existing 5,000 sq. ft. facility.

In addition, LNK Holdings, Inc. is requesting assistance from the GCEDC with a sales tax exemption estimated at \$36,000, mortgage recording tax \$4,000, and a property tax abatement estimated at \$30,413 over 10 years with New Traditional PILOT format on the expansion only.

Economic Impact: For every \$1 of public benefit, the company is investing \$64 into the local economy

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$750,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$250,000	Equipment (Taxable) / Other Proj Investment:	\$0
Land Cost (Real Estate):	\$465,000		
Total Capital Investment:	\$1,465,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$36,000
Mortgage Tax Exempt:	\$4,000
Property Tax Exempt:	\$30,413
Total Estimated Tax Incentives Provided:	\$70,413
Total Amount Finance:	\$400,000

MRB
4/27/23

Genesee County Industrial Development Agency

MRB Cost Benefit Calculator

Date: May 4, 2023
 Project Title: Craft Cannery- LNK Holdings, Inc.
 Project Location: Bergen, NY



Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

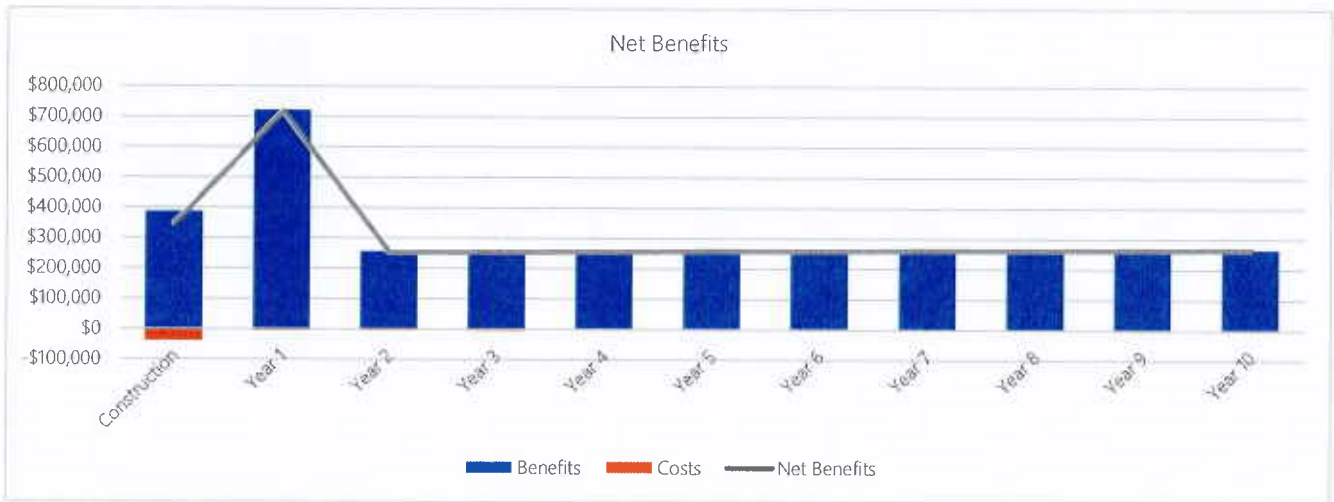
Project Total Investment

\$1,465,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	4	1	5
Earnings	\$313,964	\$51,998	\$365,962
Local Spend	\$750,000	\$185,800	\$935,800

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	4	1	5
Earnings	\$1,600,000	\$772,681	\$2,372,681

Figure 1



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

Figure 2

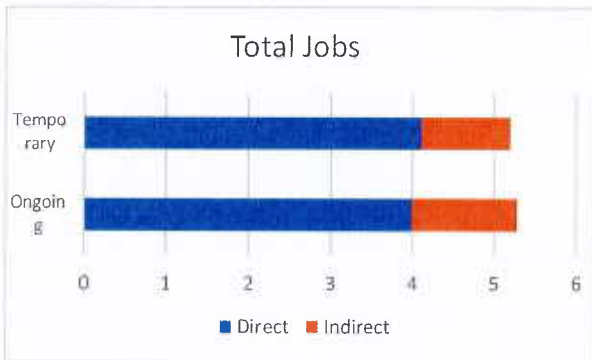


Figure 3



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

Fiscal Impacts

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$30,415	\$27,812
Sales Tax Exemption	\$36,000	\$36,000
Local Sales Tax Exemption	\$18,000	\$18,000
State Sales Tax Exemption	\$18,000	\$18,000
Mortgage Recording Tax Exemption	\$4,000	\$4,000
Local Mortgage Recording Tax Exemption	\$2,000	\$2,000
State Mortgage Recording Tax Exemption	\$2,000	\$2,000
Total Costs	\$70,415	\$67,812

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$3,327,951	\$3,063,361
To Private Individuals	\$3,203,643	\$2,953,125
Temporary Payroll	\$365,962	\$365,962
Ongoing Payroll	\$2,372,681	\$2,131,281
Other Payments to Private Individuals	\$465,000	\$455,882
To the Public	\$124,308	\$110,236
Increase in Property Tax Revenue	\$20,275	\$17,721
Temporary Jobs - Sales Tax Revenue	\$2,562	\$2,562
Ongoing Jobs - Sales Tax Revenue	\$16,609	\$14,919
Other Local Municipal Revenue	\$84,862	\$75,034
State Benefits	\$142,409	\$129,857
To the Public	\$142,409	\$129,857
Temporary Income Tax Revenue	\$16,468	\$16,468
Ongoing Income Tax Revenue	\$106,771	\$95,908
Temporary Jobs - Sales Tax Revenue	\$2,562	\$2,562
Ongoing Jobs - Sales Tax Revenue	\$16,609	\$14,919
Total Benefits to State & Region	\$3,470,360	\$3,193,218

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$3,063,361	\$47,812	64:1
State	\$129,857	\$20,000	6:1
Grand Total	\$3,193,218	\$67,812	47:1

*Discounted at 2%

Additional Comments from IDA

Existing PILOT on original building has 6 years left and payments were made to other municipal revenues plus fire district fee

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

Yes

MAN
4/27/23

MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date
 Project Title
 Project Location

Construction Phase - Project Assumptions

Project Costs

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

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Commercial and Institutional Building Construction	236220	100%	\$750,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$750,000

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

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

NAICS Lookup

Year 1 - Enter NAICS

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Mayonnaise, Dressing, and Other Prepared	311941	4	\$40,000	\$160,000
0				\$0
0				\$0
0				\$0
0				\$0
0				\$0
Total	4			\$160,000

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Mayonnaise, Dressing, and Other Prepared	311941	4	\$40,000	\$160,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total	4			\$160,000

Year 3+ (Full Employment)

NAICS	Count	Per Job Annual Earnings	Total Earnings	
Mayonnaise, Dressing, and Other Prepared	311941	4	\$40,000	\$160,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total	4			\$160,000

Fiscal Impact Assumptions

Estimated Costs of Incentives

Sales Tax Exemption	%	Value	PILOT Term (Years)	<input type="text" value="10"/>
Local Sales Tax Rate	4.00%	\$18,000	Escalation Factor	<input type="text" value="0%"/>
State Sales Tax Rate	4.00%	\$18,000	Discount Factor	<input type="text" value="2%"/>
Mortgage Recording Tax Exemption		\$4,000		
Local	0.50%	\$2,000		
State	0.50%	\$2,000		
Total Costs		\$70,415	<i>includes PILOT exemption, calculated below.</i>	

MAN
4/27/23



Project Name: LNK Holdings, Inc (Craft Cannery)

Board Meeting Date: May 4, 2023

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

PROJECT DESCRIPTION:

LNK Holdings, Inc. is acquiring 7100 Apple Tree Ave 5000 sq. ft. facility at Apple Tree Acres in Bergen. The company is planning to expand the facility by constructing another 4000 sq. ft. Thus, the facility will total 9,000 sq. ft. after the addition is completed.

In 2022, Craft Cannery won \$500,000 at Grow-NY Global Food and Agriculture Business Competition

The total capital investment is \$1,465,000 and plans to create 4 FTE's and Retain 6 FTE's.

LNK Holdings, Inc is first requesting to transfer the existing PILOT with 6 years remaining on the existing 5,000 sq. ft. facility.

In addition, LNK Holdings, Inc. is requesting assistance from the GCEDC with a sales tax exemption estimated at \$36,000, mortgage recording tax \$4,000, and a property tax abatement estimated at \$30,413 over 10 years with a New Traditional PILOT format on the expansion only.

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

Project details: The project is planning on retaining 6 FTEs and creating 4 FTEs between \$40,000 - \$65,000 annual plus benefits.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

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

Project details: The project will enhance long term tax base with an investment of \$1.465 million and adding 4,000 sq. ft. to their existing 5,000 sq. ft. building.

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 economic impacts (discounted value) on Local Benefits totals \$3,063,361 (\$2,953,125 in payroll and \$110,236 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$64 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: Yes, the project is in the Food Processing industry

Board Discussion:

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

Project details: The project is planning to begin construction in 2023 and be operational in 2024.

Board Discussion

Board Concurrence: YES NO If no, state justification:

max
4/26/23

INITIAL RESOLUTION
(LKN Holdings, Inc. Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, May 4, 2023.

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

Resolution No. 05/2023 - _____

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

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

WHEREAS, the Agency previously appointed ADVJ Realty, LLC (the "Assignor") as agent to undertake a certain project (the "2018 Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in an approximately 3-acre parcel of land located at Apple Tree Avenue, in the Town of Bergen, Genesee County, New York (being tax map number 13.-1-58.21) (the "Land"); (ii) the construction of an approximately 5,000 square-foot building for food processing, storage, offices and related improvements (the "2018 Improvements"); and (iii) the acquisition and installation in and around the 2018 Improvements of certain items of equipment, machinery and other tangible personal property (the "2018 Equipment", and collectively with the Land and the 2018 Improvements, the "2018 Facility"); and

WHEREAS, in connection with the 2018 Project, the Agency and the Assignor entered into certain agreements, including, but not limited to: (i) a certain Agent, Financial Assistance and Project Agreement, dated as of February 20, 2018 (the "2018 Project Agreement"); (ii) a certain Lease Agreement, dated as of February 20, 2018, a memorandum of which was recorded in the Office of the Genesee County Clerk on February 21, 2018 at Instrument No. DE2018-260 (the "2018 Lease Agreement"); (iii) a certain Leaseback Agreement, dated as of February 20, 2018, a memorandum of which was recorded in the Office of the Genesee County Clerk on February 21, 2018 at Instrument No. DE2018-261 (the "2018 Leaseback Agreement"); (iv) a certain Tax Agreement, dated as of February 20, 2018 (the "2018 Tax Agreement"); and (v)

related documents (collectively, the "2018 Agency Documents"); and

WHEREAS, by resolution adopted by the Agency on May 4, 2023 (the "Assignment Authorizing Resolution"), the Agency authorized (i) the transfer of ownership of the 2018 Project from Assignor to LKN Holdings, Inc. and (ii) the assignment of the 2018 Agency Documents to LKN Holdings, Inc.; and

WHEREAS, **LKN HOLDINGS, INC.**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the retention by the Agency of a leasehold or other interest in certain property located on Apple Tree Avenue, Town of Bergen, Genesee County, New York and all other lands in the Town of Bergen where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly identified as tax parcel numbers 13.-1-58.21 and 13.-1-58.21/P) and the 2018 Improvements and 2018 Equipment constituting the 2018 Facility (collectively, the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 4,000 square foot addition to the Existing Improvements, together with utility and site improvements, parking lots, access and egress improvements, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"); and

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

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

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

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

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

(B) It is desirable and in the public interest for the Agency to (i) appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project, (ii) retain and acquire a leasehold interest in the Land, Existing Improvements, Improvements and the Equipment constituting the Facility, (iii) lease the Agency's interest in the Land, Existing Improvements, Improvements and Equipment constituting the Facility to the Company, and (iv) enter into certain amendments to the 2018 Agency Documents to effectuate the foregoing; and

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

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

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

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

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

Section 4. These Resolutions shall take effect immediately.

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION
(LKN Holdings, Inc. Project)

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on May 4, 2023, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2023.

Secretary

Genesee County Economic Development Center
Dashboard - For the Three Month Period Ended 3/31/23
Balance Sheet - Accrual Basis

	<u>3/31/23</u>	[Per Audit] <u>12/31/22</u>
ASSETS:		
Cash - Unrestricted	\$ 6,275,792	\$ 6,428,049
Cash - Restricted (A)(1)	8,722,230	8,955,862
Cash - Reserved (B)	802,064	797,149
Cash - Subtotal	15,800,086	16,181,060
Grants Receivable (2)	56,394	67,663
Accounts Receivable (3)	97,712	105,672
Deposits	2,832	2,832
Prepaid Expense(s) (4)	74,944	25,691
Loans Receivable - Current	56,613	54,539
Total Current Assets	16,088,581	16,437,457
Land Held for Dev. & Resale (5)	22,680,817	22,615,924
Furniture, Fixtures & Equipment	71,257	71,257
Total Property, Plant & Equip.	22,752,074	22,687,181
Less Accumulated Depreciation	(69,347)	(69,183)
Net Property, Plant & Equip.	22,682,727	22,617,998
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	123,531	138,073
Right to Use Assets, Net of Accumulated Amortization	30,078	30,078
Net Pension Asset (10)	200,580	200,580
Other Assets	354,189	368,731
TOTAL ASSETS	39,125,497	39,424,186
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Pension Outflows (10)	416,930	416,930
Deferred Outflows of Resources	416,930	416,930
LIABILITIES:		
Accounts Payable (6)	15,327	218,950
Loan Payable - Genesee County - Current (7)	315,000	305,000
Accrued Expenses	180	30,879
Lease Payable - Current	12,167	12,167
Unearned Revenue (8)	8,458,720	8,533,938
Total Current Liabilities	8,801,394	9,100,934
Loans Payable - ESD (9)	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (7)	2,510,000	2,825,000
Lease Payable - Noncurrent	17,911	17,911
Total Noncurrent Liabilities	7,724,398	8,039,398
TOTAL LIABILITIES	16,525,792	17,140,332
DEFERRED INFLOWS OF RESOURCES		
Deferred Pension Inflows (10)	712,344	712,344
Deferred Inflows of Resources	712,344	712,344
NET ASSETS	\$ 22,304,291	\$ 21,988,440

Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD.
2. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
3. Accounts Receivable - Econ. Dev. Program Support Grant, MedTech Centre Property Management, etc.
4. Prepaid Expense(s) - MTC lease, vision insurance, cyber, D&O, life, general liability, umbrella, workers compensation and short-term disability insurance, etc.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Payable - Decreased as 2022 expenses were paid in 2023.
7. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
8. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
9. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
10. Net Pension Asset / Deferred Pension Outflows / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

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

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

Genesee County Economic Development Center
Dashboard - For the Three Month Period Ended 3/31/23
Profit & Loss - Accrual Basis

	Three Month Period Ended		YTD		2023	2023
	3/31/23	3/31/22	2023	2022	Board Appr. Budget	YTD % of Budget
<u>Operating Revenues:</u>						
Genesee County	\$ 58,378	\$ 58,378	\$ 58,378	\$ 58,378	\$ 233,513	25%
Genesee County - WFD	6,250	6,250	6,250	6,250	25,000	25%
Fees - Projects	116,188	84,750	116,188	84,750	487,000	24%
Fees - Services	21,786	21,298	21,786	21,298	87,146	25%
Interest Income on Loans	596	740	596	740	2,170	27%
Rent	-	-	-	-	32,910	0%
Common Area Fees - Parks	391	373	391	373	380	103%
Grants (1)	576,412	497,069	576,412	497,069	4,600,459	13%
GGLDC Grant- Econ. Dev. Program Support	75,000	75,000	75,000	75,000	300,000	25%
BP ² Revenue	-	-	-	-	52,819	0%
Other Revenue	2,680	324	2,680	324	5,000	54%
Total Operating Revenues	857,681	744,182	857,681	744,182	5,826,397	15%
<u>Operating Expenses</u>						
General & Admin	351,198	328,660	351,198	328,660	1,519,303	23%
Professional Services	21,025	12,884	21,025	12,884	206,620	10%
Site Maintenance/Repairs	1,342	1,342	1,342	1,342	38,000	4%
Property Taxes/Special District Fees	5,275	3,518	5,275	3,518	3,030	174%
BP ² Expense	-	-	-	-	17,244	0%
PIF Expense	48,162	43,296	48,162	43,296	151,906	32%
Site Development Expense (2)	157,232	153,500	157,232	153,500	157,232	100%
Real Estate Development (3)	60,421	251,108	60,421	251,108	3,986,268	2%
Balance Sheet Absorption	(60,421)	(251,108)	(60,421)	(251,108)	-	N/A
Total Operating Expenses	584,234	543,200	584,234	543,200	6,079,603	10%
Operating Revenue (Expense)	273,447	200,982	273,447	200,982	(253,206)	
<u>Non-Operating Revenue</u>						
Other Interest Income (4)	42,404	3,074	42,404	3,074	5,900	719%
Total Non-Operating Revenue	42,404	3,074	42,404	3,074	5,900	719%
Change in Net Assets	315,851	204,056	315,851	204,056	\$ (247,306)	
Net Assets - Beginning	21,988,440	19,583,495	21,988,440	19,583,495		
Net Assets - Ending	\$ 22,304,291	\$ 19,787,551	\$ 22,304,291	\$ 19,787,551		

Significant Events:

1. Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements (County/Town portion); PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke (County/Town portion); \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
2. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
3. Real Estate Development Costs - Includes STAMP development costs.
4. Other Interest Income - Interest rates at Five Star Bank have increased from .25% to 1.5% for checking and 2.25% for savings.

Genesee County Economic Development Center
Dashboard - For the Three Month Period Ended 3/31/23
Statement of Cash Flows

	Three Month Period Ended 3/31/23	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 86,170	\$ 86,170
Fees - Projects	93,688	93,688
Fees - Services	21,298	21,298
Interest Income on Loans	489	489
Rent	8,249	8,249
Common Area Fees - Parks	391	391
Grants	513,528	513,528
GGLDC Grant - Economic Development Program Support	75,000	75,000
Other Revenue	2,680	2,680
Repayment of Loans	12,468	12,468
General & Admin Expense	(438,486)	(438,486)
Professional Services	(35,565)	(35,565)
Site Maintenance/Repairs	(1,342)	(1,342)
Site Development	(260,669)	(260,669)
Property Taxes/Special District Fees	(5,275)	(5,275)
PIF Expense	(48,162)	(48,162)
Improv/Additions/Adj to Land Held for Development & Resale	(147,830)	(147,830)
Net Cash Used By Operating Activities	(123,368)	(123,368)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	(305,000)	(305,000)
Net Cash Used By Noncapital Financing Activities	(305,000)	(305,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	47,394	47,394
Net Change in Cash	(380,974)	(380,974)
Cash - Beginning of Period	16,181,060	16,181,060
Cash - End of Period	\$ 15,800,086	\$ 15,800,086
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 273,447	\$ 273,447
Depreciation Expense	164	164
Decrease in Operating Accounts/Grants Receivable	19,229	19,229
Increase in Prepaid Expenses	(49,253)	(49,253)
Decrease in Loans Receivable	12,468	12,468
Increase in Land Held for Development & Resale	(64,893)	(64,893)
Decrease in Operating Accounts Payable	(208,613)	(208,613)
Decrease in Accrued Expenses	(30,699)	(30,699)
Decrease in Unearned Revenue	(75,218)	(75,218)
Total Adjustments	(396,815)	(396,815)
Net Cash Used By Operating Activities	\$ (123,368)	\$ (123,368)

GCEDC
Audit & Finance Committee Meeting Report

Approval of mowing contract for GCEDC properties

Discussion: The GCEDC asked four companies for bids to mow the properties we have at STAMP, the entrance sign to STAMP, 805 Lewiston Road and the Apple Tree Acres stormwater pond. The results of the bids are as follows based on 7 mows in the season:

1. Declined to bid – S&S Excavating & Blacktop, Inc.
2. Declined to bid – Scalia’s Landscaping
3. \$4,500 – Fava Brothers Lawn Care
4. Declined to bid – Bubba’s Landscaping

Fund Commitment: \$4,500.

Board Action Request: Approval of mowing contract for STAMP properties to Fava Brothers for \$4,500.

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

RECEIVED

APR 18 2023

ADDRESS

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

Estimate 1372

DATE 04/07/2023

EXPIRATION DATE 05/15/2023

DATE	ACTIVITY	ACTIVITY	AMOUNT
04/10/2023	Contract #1: Rt. 77 lot cut twice a year, Storm water detention pond at the end of Brick House Corners Drive cut twice a year, West side of entrance to Ag Park Drive cut monthly (6 months), 1 @ \$2,500.00	Mow/Trim	2,500.00
04/10/2023	Contract #2: 805 Lewiston Rd, Crosby rd. properties/fire hydrants, STAMP Entrance sign cut monthly (6 months), Storm water detention pond @ Apple Tree Acres cut twice a year., 1 @ \$4,500.00	Mow/Trim	4,500.00

Thank you for your business!

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

TOTAL \$7,000.00

Accepted By

Accepted Date

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

4.2

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GCEDC Audit & Finance

Jim Krencik, Senior Director, Marketing & Communications

Board Meeting Report

May 2, 2023

National Grid Grant – Business Facilities

Discussion: The GCEDC's STAMP sales and marketing efforts are enhanced by support from National Grid. This support enables the GCEDC to participate in direct engagements at industry trade shows and site selector conferences, creation and production of marketing materials, and advertisements that bring awareness of STAMP and STAMP-specific assets like the effective Genesee F.A.S.T. workforce development programs led by Chris Suozzi.

As part of our 2023 marketing budget and our National Grid Grant 6329, the GCEDC has sought additional opportunities to message these assets.

The GCEDC previously contracted with Group C Media (Business Facilities magazine) on a project that included a print ad placement, a profile of STAMP's unique supporting workforce development programs that runs both in print and online, a custom email promoting STAMP, and an enhanced marketing program that will provide information to the GCEDC on interest generated within Business Facility's database of site selectors and companies. This expenditure totaled \$4,600, with a net expense of \$2,300 after reimbursement from National Grid.

The GCEDC has subsequently considered a proposal from Group C Media for a second custom email and round of enhanced database marketing. This proposal totals \$1,800, with a net expense of \$900 after reimbursement from National Grid.

With the support of National Grid, our proposed expenditures with this vendor in 2023 would total \$6,400, with a net expense of \$3,200 after reimbursement from National Grid. As this total exceeds \$5,000, board approval is required before proceeding with this contract.

Board Action Request: Approval to exceed \$5,000 paid to Group C Media (Business Facilities).

GCEDC											GGLDC						
Name	GCEDC Board Member	GCEDC STAMP Committee	GCEDC Employment & Comp Committee	GCEDC Governance & Nominating Committee	GCEDC Audit & Finance Committee (Bank Signers)	Housing Committee	GCEDC Officers	GCEDC Start Date	Term End Date	GCEDC Board Training	GGLDC Board Members	GGLDC Governance & Nominating Committee	GGLDC Audit & Finance Committee (Bank Signers)	GGLDC Officers	GGLDC Start Date	Term End Date	GGLDC Board Training
Chandy Kemp	1	1	1					11/10/2021	6/30/2024	1/12/2022							
Paul J. Battaglia	1		1		1	Chair		6/30/2013	6/30/2025	12/19/2014	1		1		3/6/2014	6/30/2025	12/19/2014
Todd Bender	1		Chair	1	1			8/9/2017	6/30/2023	9/22/2017	1		1		9/1/2017	6/30/2023	9/22/2017
Craig Yunker	1	1		Chair		1		7/1/2014	6/30/2026	11/7/2014	1	1			6/4/2015	6/30/2026	11/7/2014
Peter Zelif	1	Chair	1	1	1	1	Chairman	2/28/2014	6/30/2028	2/6/2013	1				2/7/2019	6/30/2028	2/6/2013
Matthew Gray	1			1	Chair	1	Vice Chair	7/1/2015	6/30/2027	3/23/2016							
Marianne Clattenburg	1	1						3/17/2021	12/31/2023	4/7/2021							
Thomas Felton											1		1	Vice Chairman	8/4/2011	6/30/2025	6/22/2012
Jonathan Tretter											1				9/9/2021	6/30/2027	6/30/2027
Sarah Noble-Moag											1	Chair		Secretary	8/12/2014	6/30/2026	11/7/2014
Gregg Torrey											1	1		Treasurer	1/19/2017	6/30/2027	1/19/2017
Don Cunningham											1	1	Chair	President & CEO / Chairman	9/1/2017	6/30/2023	4/11/2018
	7	4	4	4	4	4					9	4	4				
NEED	7	4	4	4	4	4					9	4	4				
4 People are required for a quorum in the GCEDC											5 people are required for a quorum in the GGLDC						
GCEDC Board Members are appointed by the County Legislature.											6 people are required if it involves capital improvements, sale, purchase, mortgage, or lease of property (Majority plus 1)						
The Audit & Finance Committee members, the President & CEO and the VP of Operations are authorized bank signers. All checks (line of credit withdrawals) require two signatures and must be co-signed by at least one board member.											The Audit & Finance Committee members are authorized bank signers. Two Bank account signers are required to sign every check and line of credit withdrawals.						
** Chad Klotzbach is verbally assigned to the GCEDC Board by the Legislative Chair.											1/16/14 - GGLDC Board Member Term Limits (as recommended by the Governance Committee) - - Nine GGLDC board members are appointed via majority vote by the GCEDC board of directors. - Four of the nine board positions will be independent of the GCEDC board; 6 year terms. - Five of the nine board positions will be held by GCEDC board members; coterminous with GCEDC appointments. - These five board positions should be filled with the four most senior members of the GCEDC board and the Legislative Liaison OR the four most senior members of the GCEDC board and any member that is chosen based on current circumstances at the time of vacancy.						
Secretary: Penny Kennett Treasurer: Lezlie Farrell											GGLDC Board Members are appointed by the GCEDC						
Committees are made up of the Board Chair plus three board members.											Committees are made up of the Board Chair plus three board members.						

Genesee County Economic Development Center

Current Officers

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

Authorized to request information regarding all bank accounts and transfer funds between accounts for the GCEDC

L. Farrell
P. Kennett

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

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

Bank Account Authorized Signers

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

Staff: S. Hyde
M. Masse

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

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

5.2, 5.3, 5.4, 5.5

Mark Masse

**STAMP Committee
May 3, 2023**

NYISO facilities study

Discussion: The GCEDC has elected to proceed to the System Reliability Impact Study with the New York Independent Systems Operators to increase the mW available at STAMP from 300 to 600. The NYISO is requiring a good faith estimate of cost and time for this study of \$150,000 and to be completed in 150 days from the date upon which NYISO finalizes the base cases as required by the approved Study Scope.

Fund commitment: Not to exceed \$150,000 covered under the existing \$8 million NYESD grant.

Committee action request: Recommend approval to the full Board to pay a not to exceed amount of \$150,000 for the System Reliability Impact Study.

Mark Masse

From: Katie Amsler <kamsler@nyiso.com> on behalf of Katie Amsler
Sent: Monday, April 3, 2023 3:29 PM
To: mmasse@gcedc.com; carol.muessigbrodt@nationalgrid.com;
nyisointerconnectionrequests@nationalgrid.com; xia.jiang@nypa.gov;
khin.swe@nypa.gov; farid.chagla@ieso.ca; icpc@nyiso.com
Subject: Q#1484- 580 STAMP load increase- SRIS Cost Estimate and Schedule
Attachments: Qxxx_ProjName_Modeling_Data_Request_R15.docx

Mark Masse,

The Developer has elected to proceed to the System Reliability Impact Study, the good faith estimate of cost and time for this study is: \$150,000 and 150 days from the date upon which NYISO finalizes the base cases as required by the approved Study Scope.

The Developer has 15 business days to provide the System Impact Study deposit of \$150,000 and data (form attached). Please complete Section 4, and Section 2 if applicable. Please submit this no later than 4/24/23.

Please contact ICPC@nyiso.com if you have any questions.

CC: Carol Muessigbrodt
CC: NGrid Interconnection
CC: Xia Jiang
CC: Khin Swe
CC: Farid Chagla



RLC Engineering

Discussion: The GCEDC has previously completed a SIS study and facility study to enable the STAMP site with up to 300 mw. RLC Engineering was involved as a subconsultant of Black & Veatch for that study. The GCEDC has requested a contract from RLC to assist with the submittal of documentation as well as any on call services in relation to the NYSIO and any information that they may need to complete the study.

Fund commitment: Not to exceed \$15,000 covered under the existing \$8 million NYESD grant.

Committee action request: Recommend approval to the full Board to pay a not to exceed amount of \$15,000 to RLC Engineering for support for the System Reliability Impact Study.



GENERAL CONSULTING PROPOSAL
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

APRIL 25, 2023

EMPOWERING ENERGY SOLUTIONS
for the future...today

To: Mark Masse
Senior Vice President of Operations
Genesee County Economic
Development Center
99 MedTech Drive Suite 106
Batavia, NY 14020
Phone: (585) 343-4866 x17

From: Jenna Hirshfeld
Project Manager
RLC Engineering, PLLC
360 US Route 1
Falmouth, ME 04105
Phone: 207-621-1077 x239

Introduction:

On behalf of RLC Engineering, PLLC (RLC), we are pleased to present Genesee County Economic Development Center (GCEDC) with our General Consulting agreement to provide engineering and advisory services.

Scope of Work:

General Consulting Support:

\$15,000 (T&E)

RLC to provide General Consulting on an as needed basis for GCEDC on a Time and Expense fee for a value up to \$15,000. This includes completion of the Modeling Data Request forms.

Clarifications & Assumptions:

1. RLC is not responsible for performance metrics or LDs of any type.
2. At notice to proceed RLC will commence work to complete the items described above.

Out-of-pocket expenses, including travel, meals and living expenses, express mailing costs, and reproduction and printing services, should they be required, will be billed at actual cost.

RLC appreciates the opportunity to provide Consulting Services to GCEDC. The structure of this agreement, as referenced above, is in accordance with the attached Purchase Order and Terms and Conditions. This proposal is valid for 60 days from the proposal date. Should you require further information, please contact me at 207-621-1077, x239. We look forward to working with GCEDC on this project.

Jenna Hirshfeld

Jenna Hirshfeld
Project Manager

If the proposal above is agreed upon, please have an authorized representative sign below as a notice to proceed the work.

**Genesee County Economic Development
Center**

RLC Engineering, PLLC

Name:

Name:

Title:

Title:

Date:

Date:

6.2

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TERMS & CONDITIONS

These Terms and Conditions serve as the governing document regarding the work and relationship outlined in the attached RLC Purchase Order executed by RLC Engineering, PLLC (“Consultant”) and Genesee County Economic Development Center (“Client”).

The parties, for mutual consideration and promises given, agree as follows:

Section 1. Services

Consultant shall provide services as described in the Purchase Order.

Section 2. Price and Terms of Payment

The Client agrees to pay as specified in each specific Client Purchase Order. All charges shall be consistent with the fee schedule described in Exhibit A.

Section 3. Standard of Care

Consultant shall perform its services with care, skill, and diligence in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, plans, information, specifications, and other items and services furnished under this Agreement. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, and regulations in performing its services.

Section 4. Independent Contractor

Consultant shall be an Independent Contractor. Consultant shall supervise the performance of its own services and shall have control of the manner and means by which its services are performed,

subject to compliance with this Agreement and any plans, specifications, schedules, or other items approved by the Client.

Section 5. Assignment

Consultant shall not subcontract or assign this Agreement, or otherwise dispose of its right, title, or interest therein or any part thereof to any person, without obtaining the prior written consent of the Client.

Section 6. Indemnity

Consultant shall indemnify, defend and hold Client, its owners, managers and employees, harmless against all direct losses, damage, claims or demands including all attorney’s fees, of every kind and character, arising in favor of consultant or any third party (including personnel furnished by Consultant or any subcontractor to Consultant), whether for injury or damage to persons, loss of life or damage to property, arising out of, or claimed to arise out of or in any way connected with work performed pursuant to this Agreement by Consultant or by its employees, agents or independent contractors, but only to the extent caused by the gross negligence or willful misconduct of Consultant. Where both Client and Consultant are found to be negligent, then Client shall be responsible for its comparative share of all costs.

Under no circumstances shall either party to this Agreement be liable to the other for any indirect, special, consequential incidental or punitive damages of any kind, including loss of use. Except for claims of indemnification, and claims arising from Consultant’s breach of confidentiality, Consultant shall not be liable to Client for more than the amounts paid and payable by Client to Consultant hereunder.

Section 7. No Third Party Beneficiary Rights

No provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third party beneficiary of the Contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 8. Insurance

a) Consultant shall purchase and maintain such insurance as will protect Consultant from the losses or claims set forth below which may arise out of or result from Consultant's performance or obligations to perform under the Contract, whether such performance is by Consultant or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable:

1. claims under workers' compensation;
2. claims for damages for bodily injury, occupational sickness or disease, or death of Engineer's employee;
3. claims for damages insured by personal injury liability coverage;
4. claims for damages for injury to or destruction of tangible property;

b) The insurance required by the preceding paragraph shall be written for not less than the following limits or as required by law, whichever is greater.

LIABILITY COVERAGES

Commercial General Liability (Required):

- Each Occurrence
 - o \$1,000,000
- Medical Expenses
 - o \$5,000

- Personal & Adverse Injury
 - o \$1,000,000
- General Aggregate
 - o \$2,000,000
- Products – Completed Operations Aggregate
 - o \$2,000,000

ADDITIONAL LIABILITY COVERAGES

Workers' Compensation & Employers' Liability (Statutory)

Employer's Liability – Each Accident

- o \$1,000,000

Employer's Liability / Disease – Each Employee

- o \$1,000,000

Employer's Liability / Disease – Policy Limit

- o \$1,000,000

Automobile Liability – Combined Single Limit

- o \$1,000,000

Professional Liability

- o \$2,000,000

Section 9. Ownership of Documents

All plans, specifications, calculations, reports and other documents prepared by Consultant exclusively for this Agreement (the Work Product) shall become the property of the Client, for Client's use solely on the specified project, upon payment in full of all outstanding invoices. At the Client's request, such documents shall be delivered to the Client upon completion of Consultant's services under this Agreement, or upon any termination of this Agreement.

Client shall indemnify Consultant against any damages or claims resulting from Client's unauthorized use of the Work Product on other sites or projects.

Section 10. Termination or Cancellation

a) The Client may at any time in its sole discretion, cancel this Agreement in whole or in part, by giving written notice of its intention to do so. In the event of such cancellation, Consultant shall be entitled to recover for all services performed prior to the date stated in the

notice upon which such cancellation becomes effective, together with its reasonable documented extra costs incurred by reason of the cancellation. No amount shall be allowed, however, for anticipated profit on unperformed services.

b) By written notice of default to Consultant, Client may terminate this Agreement in whole or in part in any one of the following circumstances:

1. If Consultant fails to perform its obligations under the Contract, or fails to make progress so as to significantly endanger timely completion or performance of the Contract in accordance with its terms, and, Consultant does not cure such failure within thirty (30) days after receipt of written notice from the Client.

2. If Consultant shall: (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of Consultant or of all or a substantial portion of its assets; (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due; (c) make a general assignment for the benefit of creditors; (d) file a petition or answer seeking reorganization or an arrangement with creditors or seek protection of any insolvency law; or (e) take any action for the purpose of effecting any of the foregoing;

c) In the event the Client terminates the Contract in whole or in part for default, the Client shall be entitled to take over and arrange for completion of performance of

Consultant's services. Consultant shall be liable to the Client for all additional costs incurred by the Client for a Contract up to a maximum of 25% over and above the value of the Contract within the established scope of the Contract.

d) Upon receipt of the Notice of Cancellation or Termination, Consultant shall:

1. Immediately discontinue all services unless the notice directs otherwise; and

2. Deliver immediately to the Client all reports, plans, specifications, data, estimates, summaries or other material and information, whether completed or in process, accumulated by Consultant in performance of services.

e) Consultant may terminate this agreement for failure to pay by Client or for any material breach of the Agreement by Client that is not cured within five (5) days of receipt.

Section 11. Suspension

The Client may at any time at its sole option, by notice in writing to Consultant, suspend the performance of all or any portion of the Services. The Client will pay all reasonable and documented costs and expenses incurred by Consultant during any period of suspension, and subsequent start-up, as a result of or relating to such suspension. Reasonable efforts will be made by Consultant to minimize all such costs and expenses. Appropriate adjustments shall be made as required to any Schedules. Upon receipt of written notice to resume work, Consultant shall resume work on the suspended work in accordance with a schedule and compensation agreeable to the Client and Consultant.

Section 12. Dispute Resolution Procedures

If there is a dispute, controversy or claim arising out of or related to this Agreement, the disputing party shall provide the other party with written notice of the dispute and intent to mediate. The parties shall in good faith attempt to mediate the dispute within fifteen (15) days of receipt of that notice. If the parties cannot resolve the issue amongst themselves, the dispute shall be mediated by a mediator mutually chosen by the parties and to occur in Portland, Maine, said mediation to occur within ninety (90) days. If the mediation is unsuccessful, the dispute, controversy or claim arising out of or related to this Agreement or the formation, breach, termination, or invalidity thereof shall be settled by submission to final, binding and non-appealable arbitration in accordance with the rules of the American Arbitration Association as then in effect without any right by any party to a trial *de novo* in a court of competent jurisdiction. The arbitration shall be conducted in Portland, Maine. Each party shall, except as otherwise provided herein, be responsible for its own expenses, including legal fees, incurred in the course of any arbitration proceeding. However the arbitrator may award fees and costs to the prevailing party. Parties seeking arbitration ("the Demanding Party") shall give notice of a demand to arbitrate (hereinafter referred to as "Demand") to the other party, (the "Non-Demanding Party"), and to the Association. The Demand shall include a statement of the nature of the dispute, copies, if any, of all supporting documentation in possession of the Demanding Party, a copy of this Section, and the name of the arbitrator selected by the Demanding Party. Within thirty (30) days after receipt of the Demand, the Non-Demanding Party shall give notice (hereinafter referred to as "Response") to the Demanding Party and to the Association of (i) any additional responses to be arbitrated, (ii) its answer and defenses to the issues raised by the Demanding Party, (iii) copies, if any, of all supporting documentation in the possession of the Non-Demanding Party, and (iv) the name of the

arbitrator selected by the Non-Demanding Party. The two arbitrators selected by the parties shall select a third arbitrator who shall be a lawyer. This third arbitrator shall be the sole and only arbitrator of this dispute. The arbitrator shall proceed with the arbitration by giving notice to all parties of its proceedings and hearings in accordance with the Association's applicable procedures. Within fifty (50) days after the arbitrator has been appointed, an initial meeting among the arbitrator and counsel for the parties shall be held for the purposes of establishing a plan for administration of the arbitration. The parties agree that the arbitrator shall have no power to alter or modify any expressed provision of this Agreement or to render any award which by its terms effects any such alteration or modification. The decision of the arbitrator shall be final and as an award within the meaning of the Association's rules and judgment upon the arbitration award may be entered in the United States District Court for the District of Maine or any other Court having jurisdiction as if it were a judgment of that Court. Notwithstanding the foregoing, the parties specifically reserve the right to seek a temporary judicial restraining order, preliminary or permanent injunction, or other similar equitable relief with respect to (i) a violation of the confidentiality provisions of this Agreement; (ii) any failures by other party to comply with any post-termination obligations for which monetary compensation would not be adequate; (iii) any failure by the arbitrator or any parties to comply with the provisions of the Dispute Resolution Process; (iv) to preserve the status quo or prevent irreparable harm. The jurisdiction venue for any such action shall be Portland, Maine.

Section 13. Excusable Delays

Neither party shall be considered in default in the performance of its obligations herein to the extent that the performance of such obligations are delayed, hindered or prevented by any cause beyond the control of the Parties hereto which they could not have reasonably foreseen and guarded against. The lack of finances shall in no case be deemed to be beyond the control of either Party. Should Consultant be so delayed in the performance of its Services or by any events not occasioned by fault on the part of the Consultant, including failure of the Client to provide its undertakings in accordance with this Agreement, then Consultant shall, within fifteen (15) days from the beginning of such delay, notify the Client in writing of the cause of the delay. Consultant will ascertain the facts and the effect of the delay on the time frames contained herein, and equitable adjustments shall be made by mutual agreement in the time frames and compensation.

Section 14. Client Proprietary Data

Consultant shall treat all documentation and data received from Client marked "Proprietary or Confidential" as proprietary and will maintain it in confidence. The documentation and data shall not be used for any purpose other than Consultant's services to Client. Only the Consultant's employees involved in such work shall be afforded access to the documentation and data, and all such employees shall maintain its confidentiality under the terms hereof. Consultant shall take all necessary steps to ensure that no other persons gain access to the documentation and data except as otherwise agreed herein or consented to in advance in writing by Client subsequent to the date of this Agreement.

The documentation and data shall not be provided to any firm, organization or individual outside Consultant without the prior written consent of Client. Consultant will instruct employees accessing the documentation and data regarding maintenance of the confidentiality of the information so obtained. Only enough copies of

any of the documentation or data to complete a project shall be made without prior written consent of Client.

Notwithstanding the preceding, the subparagraphs of this Section 13 and the restrictions on Consultant contained herein shall not apply to any data and documentation:

- a) which is in the public domain at the time it was disclosed by the Client to Consultant or at any time thereafter; or
- b) which was already known to Consultant at the time of disclosure to Consultant by the Client; or
- c) which is independently developed by Consultant; or
- d) which becomes known to Consultant from a source other than the Client without breach of the Contract by Consultant; or
- e) pursuant to any order of a regulatory body or a court, after five (5) working days notice to the Client.

The terms of this Section 14 shall survive the expiration and/or termination of this Agreement.

Section 15. Pre-Existing Materials and Concealed Conditions.

It is the Client's duty to notify Consultant of any hazards, and Client acknowledges that Consultant has neither created nor contributed to the creation of any hazard. Consultant shall not be responsible for any pre-existing hazardous materials, as well as unforeseen concealed and subsurface conditions, nor shall Consultant be responsible for the remediation of any such conditions, or the handling of any hazardous materials, which shall be owned solely by Client. To the extent that these conditions or materials exist, Client shall indemnify, defend, and hold Consultant harmless from any associated costs.

Section 16. Notices

Any notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class or transmitted electronically:

- a) To Client at:
Genesee County Economic Development Center
99 MedTech Drive Suite 106
Batavia, NY 14020
Attn: Mark Masse
- b) To Consultant at:
RLC Engineering, PLLC
267 Whitten Road
Hallowell, Maine 04347
Attn: Jenna Hirshfeld

Section 17. Waiver

Waiver of the breach of any terms of this Agreement shall not constitute a waiver of any subsequent breach of that term or a breach of any other provision of this Agreement. Failure of a party to insist upon or to enforce strict performance by the other party of any term of this Agreement shall not be construed as a waiver thereof, or as a relinquishment of the party's right to insist or rely upon such terms or rights on any future occasion. This Agreement may be modified or amended only by written instrument signed by both Client and Consultant.

Section 18. Partial Invalidity

The parties agree that they will perform their obligations hereunder in accordance with all applicable federal, state and local laws, rules and regulations now and hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

Section 19. Successors and Assigns

Each and all of the Covenants and Agreements contained within this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

Section 20. Governing Law

This Agreement is executed within the State of Maine, and this Agreement and the rights of parties hereto shall be governed by the laws applicable to contracts made and to be performed entirely within the State of Maine.

Section 21. Integrated Document

This Agreement supersedes all prior and contemporaneous oral or written communications between the parties related to the terms or subject matter of this Agreement, except such written communications as shall have been incorporated herein by reference. The parties acknowledge that they have not been induced to enter this Agreement by any oral or written representation not expressly incorporated herein by reference. The written terms of this Agreement are intended by the parties to be a final written expression of their agreement with respect to such terms, and as a complete and exclusive statement of the terms of the Agreement between them.

In witness whereof the parties hereto have executed this Agreement as of the year and day first above mentioned.

RLC ENGINEERING, PLLC

**GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

2023 CONTRACT RATES

Classification	Rate per hour
Power System Studies	
Manager Power System Studies/ Distribution Planning	\$250
Principal Power System Engineer	\$230
Senior Power System Engineer	\$200
Power System Engineer	\$175
Associate Power System Engineer	\$145
Protection Engineering Services	
Principal Protection Engineer	\$190
Senior Protection Engineer	\$170
Protection Engineer	\$150
Engineering Services	
Manager Power Delivery/Generation&Eng.	\$190
Principal Elect./ Civil / Mech Engineer	\$190
Senior Elect./ Civil / Mech Engineer	\$160
Electrical/ Civil / Mechanical Engineer	\$145
Associate Elect./ Civil / Mech Engineer	\$130
Senior Project Manager	\$175
Project Manager	\$140
Construction Manager	\$135
Project Coordinator/Accountant	\$115
Senior Designer	\$135
Designer	\$115
CADD Technician/Draftsman	\$100
Information Technology/Administrative	
Business Analyst/Computer Specialist	\$110
Network/System Administrator	\$98
Administrative Assistant	\$62*

*Overtime rates apply

NOTE: Out of pocket expenses, including travel, meals and living expenses, express mailing costs, and reproduction and printing services are not included in the above budget numbers and will be billed at actual cost with no markups.

RLC reserves the right to update rates on an annual basis.



PURCHASE ORDER

PURCHASE ORDER #: PG23-095-001
PROJECT #: PG23-095
DATE: 04/25/2023
DATE NEEDED: 05/02/2023

VENDOR INFORMATION:

RLC Engineering, PLLC
267 Whitten Road
Hallowell, ME 04347

Vendor Contact: Jenna Hirschfeld
Vendor Phone: 207-621-1077 ext. 239

BILL TO:

Genesee County Economic Development Center
99 MedTech Drive Suite 106
Batavia, NY 14020

SHIP TO:

Genesee County Economic Development Center
99 MedTech Drive Suite 106
Batavia, NY 14020
Attn: Mark Masse

This Purchase Order shall be between RLC Engineering, PLLC ("RLC") and Genesee County Economic Development Center ("Client"). RLC shall perform the services outlined below for the consideration outlined below. The terms of this Purchase Order are governed by the attached Terms and Conditions, which are considered an integral part of this Purchase Order.

Price and Terms of Payment: The Client agrees to pay RLC on a Time and Material basis with a not to exceed cost. All charges shall be consistent with the fee schedule described in Exhibit A in the attached Terms & Conditions. Any tax or other governmental charge currently imposed upon the services provided hereunder shall be borne by the Consultant. Consultant shall preserve all records of costs and original documentation and, if requested by Client, provide a copy of said records upon presentation of its invoices. Invoices will be submitted monthly and are payable within thirty (30) days of receipt. Interest on any late payment shall accrue at a rate of 1.5% per month. Company shall be liable for the costs of collection for any late payment, including attorney's fees.

Item	Qty	Unit	Description	Price	Extended Price
1	1	Each	General Consulting Support	\$15,000.00	\$15,000.00
Total					\$15,000.00

RLC Engineering, PLLC:

Created By: Jenna Hirschfeld Authorized Signature: *Jenna Hirschfeld* Date: 04/25/2023

Client Name:

Approved By: _____ Authorized Signature: _____ Date: _____



267 WHITTEN RD, HALLOWELL, ME 04347
360 U.S. ROUTE 1, FALMOUTH, ME 04105
V 207.621.1077 | F 207.621.1177
INFO@RLC-ENG.COM | RLC-ENG.COM

STAMP Payment for easements

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. We are seeking approval of the following easements:

1. Permanent Easement 16 and Temporary Easement 24 - \$1,000
2. Temporary Easement 16 – Installation of water line from curb box to house (include in forcemain contract) Estimated at \$2,500
3. Permanent Easement 3 and Temporary easement 5 – To be determined at meeting

Fund Commitment: \$3,500 from the \$33 million.

Board Action Request: Approval of payment of \$3,500 to the holders of the easement numbers identified above.

STAMP Change order for the laydown area and hold and haul tank installation

Discussion: In conjunction with the construction of the lay down area to be utilized by National Grid for the power line reroute and the installation of the hold and haul tank, Keeler Construction is seeking a change order to cover the increase in costs of the project that have occurred. This project was originally scheduled to be completed in February of 2022 but had to be postponed due to issues with the NYSDEC. These two bids were issued as one contract. The change order will only be on the net overage of the total contract after combining the two.

Fund Commitment: \$38,930 from the agency operating funds.

Board Action Request: Approval of change order of \$38,930 to Keeler Construction Inc.

Date of Issuance: April 5, 2023	Effective Date: April 5, 2023
Owner: GCEDC	Owner's Contract No.:
Contractor: Keeler Construction Co., Inc.	Contractor's Project No.:
Engineer: CPL	Engineer's Project No.: 16174.00
Project: STAMP Onsite Water Main & Crosby Road Reconstruction	Contract Name: Base Bids C & D

The Contract is modified as follows upon execution of this Change Order:

Description: This change order includes additional cost incurred by Keeler Construction Co., Inc. related to the delays in permitting. The increase in costs include adjustment in quantities, labor wage rate increase, fuel cost increase, trucking cost increase, and mobilization and demobilization.

Attachments: Keeler Construction Co., Inc. request for increase in project final quantities.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 738,210.00</u>	Original Contract Times: Substantial Completion: <u>February 1, 2022</u> Ready for Final Payment: <u>March 1, 2022</u>
Increase from previously approved Change Orders No. to No. <u>1</u> : <u>\$ 15,000.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>
Contract Price prior to this Change Order: <u>\$ 753,210.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>February 1, 2022</u> Ready for Final Payment: <u>March 1, 2022</u>
Increase of this Change Order: <u>\$ 38,930.06</u>	Increase of this Change Order: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 7, 2022</u>
Contract Price incorporating this Change Order: <u>\$ 792,140.06</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 7, 2022</u>

By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Sr. VP of Operations</u>	Title: <u>V.P.</u>
Date: <u>3/31/23</u>	Date: _____	Date: <u>3/31/23</u>

Removal of structure at 805 Lewiston Road

Discussion: The GCEDC has been contacted by Heather Grainy who is offering to remove the structure at 805 Lewiston Road at no cost to the GCEDC.

Fund commitment: None.

Committee action request: Recommend approval to the full Board to allow Heather Grainy and her agents to remove the structure at 805 Lewiston Road.

National Grid engineering to provide service to WWTF

Discussion: The GCEDC has made a request to National Grid to be able to provide a 2000 amp 277/480 volt service with a load of 1300 KW to the WWTF. In order to provide this service, National Grid is requesting \$5,000 to cover the design fee to bring that power to the facility.

Fund commitment: \$5,000 covered under the existing \$8 million NYESD grant.

Committee action request: Recommend approval to the full Board to pay \$5,000 for the design fee.

April 20, 2023

GCEDC
Attn: Mark Masse
99 Med Tech Dr
Batavia, NY 14020

**Re: Electric Service Proposal WR#30577721
6835 Crosby Rd, Waste Plant Basom, NY 14013**

You have requested that National Grid provide a Service Agreement with costs to provide a 2000 amp 277/480 volt service with a load of 1300 KW at the referenced address.

This project requires that you pay a design fee of \$5,000.00. If you choose to proceed with the job, the design fee will be deducted from the total job costs. If you choose to cancel the job, the design fee will be reconciled with actual design costs incurred up to the point of cancelation and you will either be refunded or invoiced the difference, as applicable. You are responsible for all invoiced amounts.

Please sign and return this letter as confirmation of your acceptance of this agreement. Once the Company receives this signed agreement, you will be billed under separate cover from our Syracuse, New York office, in the amount listed above. Please remit payment as directed on the invoice.

Should you have any questions, please contact me at (716)713-9363.

Sincerely,

Daniel J Malek
Consumer Representative
Regional Accounts Services
National Grid
144 Kensington Ave
Buffalo, NY 14214

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(if applicable) _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.