

APPLICATION FOR ASSISTANCE

Each applicant seeking assistance must complete this application and provide required supplemental forms/documentation.

Please answer all questions. Use "None" or "Not Applicable" where necessary. Information in this application may be subject to public review under New York State Law, except for information that is considered deniable by the Freedom of Information Law. This form is available at www.monroecountybusiness.org/application.

Please send completed application via email to EconomicDevelopment@monroecounty.gov. A **non-refundable** application fee of \$350.00 is required. Please see page 12 for additional information on costs and fees.

I. APPLICANT

A.	Applicant Infor	mation	В.	Applic	ant's Le	gal Counsel	
	Name:	JP White Trash LLC		Name:			
	Address:	2015 Maiden Lane		Firm:			
	City/State/Zip:	Rochester, NY 14626		Addres	SS:		
	Tax Id No.:	87-4308197		City/St	ate/Zip:		
	Contact Name:	Bryan Goodwine		Teleph			
	Title:	Vice President		Email:			
	Telephone:	585-723-8072					
	E-Mail:	goodvino17@yahoo.com					
•	O	"	10.10			along the same according to the design of	
C.	Owners of App	licant Company (must total 100%). If an I			l member		
C.		Name		%		Corporate Title	
C.	Kevin Goodw	Name ine	60	%)	%	Corporate Title President	
C.	Kevin Goodw Bryan Goodw	Name ine	60	%))		Corporate Title President CFO	
C.	Kevin Goodw	Name ine	60	%))	%	Corporate Title President	
C.	Kevin Goodw Bryan Goodw	Name ine	60	%))	<u>%</u> %	Corporate Title President CFO	
C.	Kevin Goodw Bryan Goodw	Name ine	60	%))	% % % %	Corporate Title President CFO	
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C.	Kevin Goodw Bryan Goodw	Name ine	60	%))	% % % % % % %	Corporate Title President CFO	
C.	Kevin Goodw Bryan Goodw	Name ine	60	%))	% % % % % % %	Corporate Title President CFO	



II. PROJECT

A.	Address of proposed project facility Address: 2015 Maiden Lane	D.	D. Proposed User(s)/Tenant(s) of the Facility If there are multiple Users/Tenants, please attach additional page			
	Tax Map Parcel Number: <u>074.061-1-11</u>	Are the user and owner related entities?				
	City/Town/Village: Greece		Company Name:			
	School District: Greece		Address:			
	Zip: <u>14626</u>		City/State/Zip:			
	Current Legal Owner of Property: KBM Associates, Inc		Tax ID No:			
		, , , , , , , , , , , , , , , , , , ,	Contact Name:			
			Title:			
			Telephone:			
			Email:			
B. Benefits Requested (Check all that apply)☑ Sales Tax Exemption☐ Mortgage Recording Tax Exemption			% of facility to be occupied by user/tenant			
	Real Property Tax Abatement	E.	Owners of User/Tenant Company (must total 100%)			
	Industrial Revenue Bond Financing		If an LLC, LP or similar, all members/partners must be listed			
	3		Name % Corporate Title %			
C. De	escription of project (check all that apply)					
□ Ne	ew Construction	-	% 			
□Ех	xisting Facility		%			
	☐ Acquisition ☐ Expansion		%			
□ Re	enovation/Modernization	-	Dunicat Timeline			
☑ Ac	quisition of machinery/equipment	F.	Project Timeline Proposed Date of Acquisition: 04/01/2024			
□ Otl	her (specify)		Proposed Commencement Date of Construction: N/A			
			Anticipated Completion Date: 12/31/2024			
		G.	Contractor(s) N/A			



II.PROJECT (cont'd)

I. Would the project be undertaken without financial assistanc from the Agency? □Yes ☑ No	J. Are other facilities or related companies located within New York State?
Please explain why financial assistance is necessary.	□Yes ☑ No
Financial assistance is necessary to keep operating costs constant during a time of expansion. It will also allow us to obtain the assets needed without compromising our working capital that is currently being used to acquire additional customers.	Location: Will the Project result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state? □Yes ☑ No Will the Project result in the abandonment of one or more plants or facilities of the Project occupant located within the state?
	☐Yes ☑ No
	If Yes to either question, explain how the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Applicant or User's competitive position in its respective industry:
	K. State Environmental Quality Review (SEQR) Act Compliance COMIDA, in granting assistance to the Applicant, is required to comply with the New York State Environmental Quality Review Act (SEQR). Does the proposed project require discretionary permit, license or other type of approval by the state or local municipality?
	 YES - Include a copy of any SEQR documents related to this Project including Environmental Assessment Form, Final Determination, Local Municipality Negative Declaration, etc.
	✓ NO



II.PROJECT (cont'd)

H. DESCRIPTION OF THE PROJECT AND BACKGROUND ON USER(S) OF THE FACILITY

NAICS Code:	562111			

In 2006, Kevin Goodwine, Bryan Goodwine, and Marc Tantalo established White Trash (General Partnership) to acquire Jim White's White Trash which was established in 1997 to provide site dumpster services to local contractors. In 2022, the General Partnership was dissolved and JP White Trash LLC was established for tax and liability purposes, and the demand to expand its services. Services now include providing roll off containers to many area industrial, marine, commercial and residential customers.

Over the last 2 years, the company has grown exponentially, not only in the dumpster market, but has also penetrated the residential disposal and recycling market. In 2022, JP White Trash began servicing residential garbage and recycling customers in Greece. Due to high market demand services were expanded to the Gates area in May of 2023. JP White Trash will continue to expand refuse and recycling services into additional towns in the Monroe County area as the company continues to grow.

The equipment purchases are needed to address the growing demand of services to support this continued growth.

JP White Trash is purchasing 55 Roll Off Dumpsters, a Dumpster Truck, and a Garbage Truck.

The dumpsters and dumpster truck are being acquired to address the increased demand for commercial dumpster services that is projected to increase from \$210M in 2023 to \$677M in 2024.

Dumpster Truck Details: 2024 Soudure J.M Chantal ERO6022 Roll-Off 22' Mounted on a Mack Chassis VIN: 1M2GR2GC8RM040943

The new garbage truck is expected to provide a significant operational efficiency to the residential capabilities of the business. Currently the business is operating with only 3 trucks however new contract demand is stretching the capabilities to meet the new demand as average weekly customer growth is between 40-60 new customers.

Garbage Truck Details: 2023 Freightliner Econic VIN: W1HKASL16PV270400

The equipment purchases will also allow the capacity to grow both our administrative and field team adding 3-4 full time employees over the next few months, with a total of at least 6 full time positions over the next 3 years.



III. PROPERTY TAX ABATEMENT/PAYMENT IN LIEU OF TAX AGREEMENT (PILOT) Check One: ☐ JOBSPLUS Requirements: Applicant must commit to a 10% increase in full-time equivalent employment, measured on the existing impacted employee base, over a 3 year period. The required number of jobs is _ ☐ LEASEPLUS Requirements: University and/or medical related facilities in which a 501(c)3 entity leases from a for-profit entity. Company must commit to a 10% increase in full-time equivalent employment, measured on the existing impacted employee base, over a 3 year period. The required number of jobs is ___ □ ENHANCED JOBSPLUS Requirements: A minimum \$15 million investment AND A minimum of 100 new jobs ☐ GREEN JOBSPLUS Requirements: LEED® Certification – Project must be rated as Certified, Gold, Silver or Platinum by the United States Green Building Council's Leadership in Energy and Environmental Design (LEED®) Green Building Rating System. Company must commit to a 10% increase in full-time equivalent employment, measured on the existing impacted employee base, over a 3 year period. The required number of jobs is ☐ SHELTER RENT For student housing or affordable housing projects. ☑ NO PROPERTY TAX ABATEMENT IS SOUGHT FOR THIS PROJECT



IV. APPLICANT PROJECT COSTS

IV.	V. APPLICANT PROJECT COSTS Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement and/or equipment of the project by the APPLICANT.			V.	V. COMPLETE FOR EACH USER/TENANT THAT IS SEEKING SALES TAX EXEMPTIONS USER(S)/TENANT(S)		
A.							
	Building Construction or Renovation				PROJECT COSTS		
	a. Materials	a.	\$		Use additional sheets as necessary		
	b. Labor b	b.	\$				
	Site Work				Company Name		
	c. Materials c	Э.	\$	A.	Estimate the costs necessary for the co	onstr	uction, acquisition,
	d. Labor d	d.	\$		rehabilitation, improvement, and/or equuser(s)/tenant(s) for which a sales tax	ıppır exen	ng of the project by the aption is requested.
			\$957,000		Estimated Costs Eligible for Sales Tax	Exer	mption Benefit
			\$		a. Materials	а	. \$
			\$		h Labor		
	h. Land and/or Building Purchase h.	۱.	\$		b. Labor	b.	. \$
	i. Soft Costs (Legal, Architect, Engineering) i.				c. Non-Manufacturing Equipment	C.	\$
	Other (specify) j j.		\$		d. Manufacturing Equipment	Ч	. \$
	k k.	. :	\$		an interest and Equipment		
		,	\$		e. Furniture and Fixtures	e.	\$
			\$		Other (specify): f	f.	\$
	Total Project Costs		957,000				
	(must equal Total Sources)				g	g.	\$
					h	h.	\$
В.	Sources of Funds for Project Costs:				i	i. P	\$
		. \$	5				
		. \$	S		Total Project Costs		\$
		\$	957,000				
		. \$	S				
	Identify each state and federal grant/credit						
		\$					
		\$					
		\$					
		\$					
	e. Equity	\$					
	TOTAL SOURCES (must equal Total Project Costs)	\$	957,000				
	Has the applicant made any arrangements for the project	ne f	inancing of this				
	✓ Yes						
	f yes, please specify bank, underwriter, etc.						
	M&T Bank Matt Livernash,SR, VP						



585-258-8283

mlivernash@mtb.com

Value of Incentives JP White Trash LLC

A. IDA PILOT Benefits:	
Current Assessment Value of New Construction & Renovation Costs Estimated New Assessed Value Subject to IDA Current Taxes Current Taxes Escalator	\$0 \$0 \$0 2%
PILOT Terms - Years	3
County Tax rate/\$1,000 Local Tax Rate* Tax Rate/\$1,000 School Tax Rate /\$1,000 Total Tax Rate	0.00000
B. Sales Tax Exemption Benefit:	
Estimated value of Sales Tax exemption:	\$76,560
Estimated duration of ST exemption:	12/31/2024
C. Mortgage Recording Tax Exemption (MRTE) Benefit:	<u></u>
Estimated Value of MRTE:	\$0
D. Industrial Revenue Bond Benefit	
IRB inducement amount:	\$0
E. Percentage of Project Costs financed from Public Sector sou	rces:
Total Value of Incentives: Project Construction Costs:	\$76,560 \$957,000 8.00%

PILOT Sch	nedule						
PILOT	%	County	Local	School	Total	Full Tax	Net Exemption**
Year	Abatement	PILOT	PILOT	PILOT	PILOT	Payment	
		Amount	Amount	Amount	Amount	w/o PILOT***	
	<u>Total</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
1	90%	\$0	\$0	\$0	\$0	\$0	\$0
2	90%	\$0	\$0	\$0	\$0	\$0	\$0
3	80%	\$0	\$0	\$0	\$0	\$0	\$0
-	80%	-	-	-	-	-	-
-	70%	-	-	-	-	-	-
-	70%	-	-	-	-	-	-
-	60%	-	-	-	-	-	-
-	60%	-	-	-	-	-	-
-	50%	-	-	-	-	-	-
-	50%	-	-	-	-	-	-
-	40%		-	-	-	-	-
-	40%	-	1	-	-	-	-
-	30%	-	1	-	-	-	-
-	30%	-	1	-	-	-	-
-	20%		1	-	-	-	-
-	20%		-	-	-	-	-
-	10%	-	-	-	-	-	-
-	10%		-	-	-	-	-
-	5%	-	-	-	-	-	-
-	5%	-	-	-	-	-	-
-		-	-	-	-	-	-
-		-	-	-	-	-	-

VII. PROJECTED EMPLOYMENT

Complete for each Applicant or User/Tenant

Company Name:	JP White Trash LLC
, , , , , , , , , , , , , , , , , , , ,	

Applicant: or User/Tenant: Applicant/Tenant creating jobs must submit most recent NYS-45 or equivalent.

	Current # of jobs at proposed project location or to be relocated to project location	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be CREATED upon	Estimate number of residents of the Labor Market Area in which the Project is located that wil fill the FTE and PTE jobs to be created upon
		RETAINÉD	THREE Years after Project completion	THREE Years after Project Completion **
Full time (FTE)	7	7	6	6
Part Time (PTE)	2	2	2	2
Total	8	8	7	7

^{**} For purposes of this question, please estimate the number of FTE and PTE jobs that will be filled, as indicated in the third column, by residents of the Labor Marker Area, in the fourth column. The Labor Marker Area includes: Monroe County, Orleans County, Genesee County, Wyoming County, Livingston County, Ontario County, Wayne County, Yates County, and Seneca County chosen at the Agency's discretion.

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VIII. LOCAL LABOR

To be completed by all Applicants and Users/Tenants of Projects which include the construction of new, expanded or renovated facilities:

Company Name	JP White Trash LL	C	
		and/or User/Tenant:	

The County of Monroe Industrial Development Agency (IDA) was established for the purpose of creating employment opportunities for, and to promote the general prosperity and economic welfare of the residents of Monroe County. The IDA offers economic incentives and benefits to qualified applicants who wish to locate or expand their businesses or facilities in Monroe County. When the IDA approves a project, it enters into agreements to extend these incentives and benefits to the applicant.

Construction jobs are vital to the overall employment opportunities and economic growth in Monroe County. The IDA believes that companies benefiting from its incentive programs should employ local laborers, mechanics, craft persons, journey workers, equipment operators, truck drivers and apprentices ("construction workers"), during the construction phase of projects.



100% Local Labor

Applicants receiving IDA benefits *must* ensure that the it and/or its contractor/developer hire 100% of its construction workers from the local labor market.



Local Labor Market

For the purpose of this policy, the local labor market is defined as construction workers residing in the following counties in New York State: Monroe, Genesee, Livingston, Orleans, Ontario, Seneca, Steuben, Wayne, Wyoming and Yates.



Bid Processing

Local participation in qualified projects receiving IDA economic incentives and benefits is vital to the economic growth of Monroe County. As such, all applicants/contractors/developers of a qualified project with a minimum \$5,000,000 investment must place any and all invitations to bid in the Builders Exchange of Rochester Plan Room (https://robex.com/planroom/) two weeks before the bids are due.



Monitoring

A third-party auditing firm ("Project Monitor") will be engaged to monitor construction work commencing on the date benefits are granted by resolution of the IDA Board.

Once approved for IDA benefits, all applicants will be required to provide to the Project Monitor and the Exemption Processor (as hereinafter defined) the following information:

- Contact information for the applicant's representative who will be responsible and accountable for providing information about the bidding and awarding of construction contracts relative to the applicant's project; and
- 2. Description of the nature of construction jobs created by the project, including in as much detail as possible, the number, type and duration of construction positions.

All Monroe County IDA projects are subject to local monitoring by the IDA and the Project Monitor. Proof of residency or copy of drivers' license shall be checked by the Project Monitor during the Project Monitor's periodic inspection of the project.

The Project Monitor shall issue a report to the IDA staff immediately when an applicant or applicant's contractor is not in compliance with this labor policy. IDA staff shall advise the IDA Board of non-compliance by email or at the next scheduled meeting. If a violation of policy has occurred, the Project Monitor shall notify the applicant and contractor of such non-compliance and give applicant a warning of violation and 72 hours in which to correct such violation. Upon evidence of continued non-compliance or additional violations, the IDA and/or the Project Monitor shall notify the applicant that the project is in violation of the Monroe County IDA Labor Policy and is subject to IDA Board action which may result in the revocation, termination and/or recapture of any or all benefits conferred by the IDA.





Signage

The applicant/contractor/developer of an IDA approved project shall be required to maintain a sign, provided by the Project Monitor, on the project site at all times during construction. This sign shall be located in an area that is accessible to onsite workers and visitors, which should be clear and legible.



Exemption Process

In some instances, use of 100% local labor may not be possible for any of the following reasons:

- O Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers (a copy of the equipment warranty confirming the use of specific installers must be provided). The granting of an exemption for the use of non-local labor on warranty related grounds is expressly conditioned on either (i) said non-local sub-contractors being enrolled in a New York State certified apprenticeship program (proof of such enrollment shall be provided to the IDA upon request) or (ii) the hiring of an apprentice/apprentices or local construction laborer(s) to assist in the installation.
- Specialized construction is required and no local contractors or local construction workers have the required skills, certifications or training to perform the work (proof of communication with local contractors, or details of the specialized construction must be provided);
- Significant cost differentials in bids whereby use of local labor significantly increases the cost of the project. Three (3) bids are required and a cost differential of 25% is deemed significant. Where there is a significant cost differential, that if the local labor contractor agrees to reduce the bid to the average of the two bids, no waiver will be granted. However, if the average is still 25% or more, a waiver will be granted (copies of all bids/proposals received, including pricing, must be provided to confirm cost differential).
- No local labor available for the project (if local bids were solicited with no response, please provide a copy of the bid, explain how it was advertised, and list who the bids were requested from).

The request to secure an exemption for the use of non-local labor must be received from the applicant on the exemption form provided by the IDA or the 3rd party exemption monitor (the "Exemption Processor") and received by the Exemption Process forty-five (45) days in advance of work commencing. The request will be reviewed by the Exemption Processor and forwarded to the IDA, at which time the IDA's Executive Director shall have the authority to approve or disapprove the exemption. The Exemption Processor shall report each authorized exemption to the Board of Directors at its monthly meeting.

The applicant has read the Labor Policy and agrees to adhere to it without changes and shall require its construction manager, general contractor and sub-contractors who are not exempt to acknowledge the same.

The foregoing terms have been read, reviewed and understood by the Applicant or User/Tenant and all appropriate personnel. Furthermore, the undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialman. Furthermore, the undersigned agrees to post and maintain a sign, provided by COMIDA, in a prominent, easily accessible location, identifying the project as a recipient of COMIDA assistance and the local labor requirements associated with this assistance.

Furthermore, the undersigned realizes that failure to abide by the terms herein could result in COMIDA revoking all or any portion of benefits it deems reasonable in its sole discretion for any violation hereof.

JP white	trash Lu				
(APPLICA	ANT COMPANY)			(TENANT COMPANY)	
H7 Asse	e-fels.	2/28/24			
Signature	, Title	Date	Signature	, Title	Date



IX. FEES

Transaction Type	Fees
Real Property Tax Abatement (PILOT Agreement) including Sales Tax Exemption* and/or partial Mortgage Recording Tax Exemption.	Application Fee: Non-refundable \$350.00 IDA Fee: 0.75% of the total project cost Legal Fee: 33% of the IDA fee. Minimum fee of \$4,000.
Sales Tax Exemption* and/or Partial Mortgage Recording Tax Exemption	Application Fee: Non-refundable \$350.00 IDA Fee: 0.50% of the total project cost Legal Fee: 33% of the IDA fee. Minimum fee of \$4,000 if transaction includes mortgage recording tax exemption. Minimum fee of \$750 if transaction is sales tax exemption only.
Bond: Taxable or Tax-Exempt Including any/all of the following: 1. PILOT Agreement 2. Sales Tax Exemption 3. Partial Mortgage Recording Tax Exemption	Application Fee: Non-refundable \$350.00 IDA Fee: 1.25% of the total project cost Legal Fee: 33% of the IDA fee. Designated Bond Counsel fee is based on the complexity and amount of the transaction.
Bond: Taxable or Tax-Exempt	Application Fee: Non-refundable \$350.00 IDA Fee: 1.00% of the total project cost Legal Fee: 33% of the IDA fee. Designated Bond Counsel fee is based on the complexity and amount of the transaction.

^{*}If the sales tax benefits are required prior to closing, a non-refundable twenty-five percent (25%) of the IDA fee and Legal fees are payable at that time. This amount will be applied towards the IDA fee and Legal fee.

JP White	trash L	0			
(APPLIC	ANT COMPANY)			(TENANT COMPANY)	
77 Am	er lets	. 2/28/	24		
Signature	, Title	Date	Signature	, Title	Date



X. CERTIFICATION

The undersigned company officer and/or user/tenant officer each hereby certifies, on behalf of the company and/or user/tenant, respectively (each singularly and together, the "Applicant"), as follows:

- A. The information contained in this Application, including employment information, is true and correct. The Applicant is aware that any material misrepresentation made in this Application constitutes an act of fraud, resulting in revocation of COMIDA benefits.
- B. The undersigned, on behalf of the Applicant, hereby certifies that the Applicant, and all parties which have ownership of the Applicant are current and will remain current on all real property, federal, state, sales, income and withholding taxes throughout the term of any agreements made in connection with this Application.
- Compliance with N.Y. GML Sec. 862(1): Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

 § 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
- D. <u>Compliance with Applicable Laws:</u> The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- E. <u>False and Misleading Information:</u> The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- F. Recapture: Should the Applicant not expend as projected or hire as presented, the Agency may view such information/status as failing to meet the established standards of economic performance. In such events, some or all of the benefits taken by the Applicant will be subject to recapture.
- G. <u>Pay Equity:</u> The Applicant and/or user/tenant officer certifies on behalf of the company and/or user/tenant (the Applicant) has not been the subject of an adverse finding under the equal pay laws within the previous five years, has disclosed any pending equal pay claims against the company at time of application, and shall disclose to COMIDA any pending claims or adverse findings under the equal pay laws during the term of COMIDA financial assistance agreement.
- H. Applicant hereby releases the COMIDA ("Agency") from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, this Application, regardless of whether or not this Application or the Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (B) the Agency's acquisition, construction, renovation and/or equipping of the Project described herein; and (C) any further action taken by the Agency with respect to the Project; including, without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation, information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

APPLICANT COMPANY			TENANT COMPANY			
KYlles	Me Palls.	2/28/24				
Signature	, Title	Date	Signature	, Title	Date	





TERMS & AGREEMENT TO PURCHASE

Clean Air. Clean Water. Clean Streets.

www.JJEI.com

Clean Air. Clean Wate	er. Clean Streets.			I	DATE: 01	/31/2024	
ACCOUNT:	White Trash Dispo	sal			SHIP TO	: dress X	
CONTACT:	Rick Petralia	Jul			Same Au	uress A	
ADDRESS:	2015 Maiden Lane						
CITY:	Rochester	NY	1462	6			
TEL NO.:	585-943-8742		ick@whitetrashi				
RSM:	Т во #	PAYMENT TERMS:		CRECUAL INC		Y	
GIESEKE	P.O. #	FAIWENT TERMS:		SPECIAL INS	STRUCTIO	NS:	
STOCK NO.:	DESCRIPTION O	F EQUIPMENT	QTY	UNI	IT PRICE	EXTENDED SALE PRICE	
	Chantal Roll-Off I	loist	1			\$239,399.00	
	Mounted on Mack	Granite 64BR Chassis	1				
Per Quotation	Dated January 19 th , 2	024.		SUI	BTOTAL:	\$239,399.00	
	for White Trash Rub	bish until February	SALES TAX:			\$19,151.92	
1, 2024.			1	FEDERAL EXC	ISE TAX:	\$28,727.88	
	y in stock at our Anc		TOTAL:			\$287,278.80	
location, and is	subject to availability	/.	R	EFUNDABLE D	EPOSIT:	N/A	
Payment due up	oon delivery.		BALANC	CE OWING AT T DEI	TIME OF LIVERY:	\$287,278.80	
ESTIMATED I	DELIVERY DATE:	TBD		<i></i>			
The above and the t	erms below and on the revo	ined below and on the reverse and agerse shall comprise the entire agreem died by law or otherwise is part of the	ent affecting this pu	rchase and no other a	agreement, und	erstanding, representation,	
the date of delivery extent that JJE has freight rates, labour	of the Equipment to the ca incurred increased cost be costs and other causes be	rrier. It is understood and agreed the tween the date hereof and the delive yond JJE's control. The Purchaser ithout prior written consent of JJE.	nat the Purchase Price ery date caused by in acknowledges having	ce is subject to increa acreases in manufact	se at anytime v urers' list price	vithout notice by JJE to the es, government regulations,	
Sign	ature of Regional Sal	es Manager		Authorize	d Signature	of Purchaser	
***************************************	Print Name				Print Nam	ne	
TEL	INVOICES PAYABLE JOE JOHNSON EQUIPME 62 LAGRANGE AV ROCHESTER, NY 14 : (585) 254-7700 FAX: (58	ENT LLC E 513		1	Title		

Date



Please Remit To: 4519 Old Charlotte Hwy Monroe, NC 28110 Email: ar@jjei.com

Website: www.jjeusa.com

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WHITE TRASH DISPOSAL 1249 RIDGEWAY AVE ROCHESTER, NY 14615-3761

JP WHITE TRASH, LLC. 2015 MAIDEN LANE nvoice ROCHESTER NY 14626 United States

Branch					
01 - ROCHEST	CER				
Date	Time				Page
02/08/2024	8:	56:22	(0)		1
Account No.	Phone No.			Invoid	e №0
WHT001	585	9438742	2	U02	2372
Ship Via		Purchase O	rder		
Salesperson	-		Sales	sperson	1D
AARON GIESEK	Œ			AGI	/ AFL
Business # 61-1	790482				

EQUIPMENT INVOICE

Description

AMOUNT

Stock #: UA030815

Serial #: 1M2GR2GC8RM040943

239399.00

NEW 2024 SOUDURE J.M. CHANTAL ERO6022 ROLL-OFF 22'

MOUNTED ON A MACK CHASSIS VIN: 1M2GR2GC8RM040943

> Miscellaneous Charges/Credits

FET

Qty:

Miscellaneous Charges/Credits Total:

1

28727.88

Subtotal:

268126.88

MONROE COUNTY ONLY:

19151.92

Total (A/R UNITS):

287278.80

DELIVERY DATE

PAYMENT DUE AT DELIVERY

RECEIVED THE ABOVE IN GOOD CONDITION

DATE

PRINT NAME

Joe Johnson Equipment (JJB) is neither responsible nor finite for any loss, damage or injury, however caused, to trucks, units, contents, cargo or person directly or indirectly related to an installation, use or mechanical failure of a part or product. JJB expressly disclaims and is held harmless from any direct losses or consequential losses that may result from late editivery of a part. JJE is held harmless from any direct losses or consequential losses that may result from late delivery of a part, service or product. JJB makes no assurance whatsoever regarding any desired or intended purpose of a part or product. If remittance is by credit card I agree to pay the above total amount according to card Issuer agreement (Merchant agreement (Merchant agreement (Merchant agreement)).

ALBANY COLORADO MONROE BILLINGS ROCHESTER CANADIAN LOCATIONS

^{**}ALERT: If you are requested to modify any payment instructions, please do not act on the request. Contact the JJE Credit department via a known/verified phone number.**

• Unless otherwise stated, all shipments are FOB from Joe Johnson Equipment shipping location



QUOTE NUMBER	QUOTE DATE	VALID FOR	EST. DELIVERY UPON ORDER RECEIPT	SALESPERSON	SHIPPED VIA	FOB POINT	TERMS
202124WT	2/21/24	30days		Todd Gorsop	Atlas	TBD	On delivery

CUSTOMER	INFORMATION	•

Customer: White Trash Disposal	Contact: Rick Petralia	- ACOUTANA
Address: 2015 Maiden Lane	City, State & Zip: Rochester, NY 14606	
Phone: (585) 747-7445 Cell Phone:	Email address:	
VEHICLE AND EQUIPMENT	EIIIdii duuless.	

VEHICLE AND EQUIPMENT:

27 DP5000	2023 Freightliner Econic	
Extended Shaft PTO with Vane Pump - Formerly Referred to as 890(Fast Cycle Pump 16-19 Sec Cycle Time)	Vin# W1HKASL16PV270400	
Dual Hopper Work Light Kit - two lights - switch on tailgate. LED Body Side Backing Assist Lights - reverse activated. Multi-Function LED Strobe / Turn Lamps - includes LED light package for entire unit. Left Hand Buzzer Kit 15,000 Pound Line Pull Reeving Cylinder with Control Kit Lip and Latch Kit - with 20°, 7-inch sill extension with cutouts for cart tippers Dual Cart Tipper Control Valve, Handle, Plumbing and Hose Kit DP 5000 H.D. Contractors Package		
(includes 1/4" hopper floor, 3/16" hopper front face liner and tailgate spill troughs) Side Door Interlock Kit - shuts down pump when open (Requires Clutch Shift PTO) 20 lb. Fire Extinguisher with Bracket Broom and Shovel Rack - mounted on tailgate Mud Flaps - anti-sail / anti-splash - Fender Extension Kit		

TERMS OF SALE:

1. Purchase Price (each):		\$ 296,499
2. Additional Equipment Purchase Price (each):		\$
3. Total Price (each): (Line 1 plus Line 2)		\$
4. Grand Total: (Quantity of 1)		\$
5. Sales Tax:		\$
6. Federal Excise Tax: (Taxable amount: Line 4)	x 12%=	\$ 35579
7. Title & Registration Fee:		\$
8.Freight: Florida to Rochester		\$ 4200
10. Extras: (warranty, etc.)		\$
Extras Description:		

11. Total Amount Due from c	ustomer:	\$ 336,278	

TERMS AND CONDITIONS:

- 1. Customer's responsibilities. Customer agrees to pay Environment Equipment Sales & Service of New York, LLC (EESS) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although EESS has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against EESS. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).
- 2. Deposit. Should EESS fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against EESS shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, EESS may elect to retain the deposit, and sue for any actual damages incurred by EESS for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.
- 3. Warranties. All used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. EESS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. No other person is authorized to make any representations or warranties on behalf of EESS, unless made or assumed in writing by EESS.
- 4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against EESS for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless EESS receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless EESS receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless EESS and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of EESS, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

- 5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse EESS for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. EESS is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.
- 6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Monroe County, New York, and this agreement shall be construed under the laws of the State of NY. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that EESS is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

Customer:		EESS Representative	
-	Signature		Signature
	Print Name		Print Name
	Title	-	Title
	Customer PO Number	-	Date
	Date		Contact Email
			Contact Cell

EESS NY 9 Alvanar Road Rochester, NY. 14606

Montgomery County Industrial Development Agency MRB Cost Benefit Calculator



Date March 26, 2024
Project Title JP White Trash LLC
Project Location 2015 Maiden Lane

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment

\$957,000

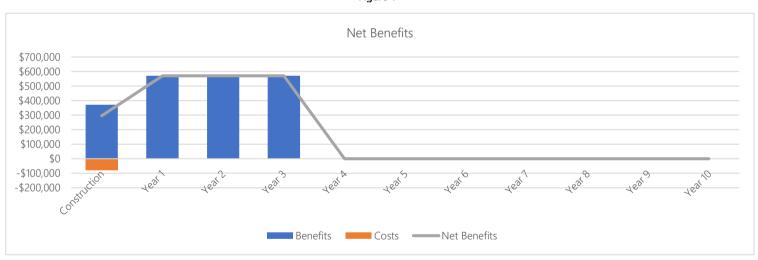
_	Direct	Indirect	Total
Jobs	5	1	6
Earnings	\$295,045	\$55,982	\$351,027
Local Spend	\$765,600	\$190,572	\$956,172

Ongoing (Operations) Aggregate over life of the PILOT

Temporary (Construction)

_	Direct	Indirect	Total
Jobs	7	4	11
Earnings	\$1,176,000	\$439,646	\$1,615,646

Figure 1



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

Temporary
Ongoing

0 2 4 6 8 10 12

Direct Indirect

Total Earnings

Temporary

Ongoing

\$0 \$500,000 \$1,000,000 \$1,500,000 \$2,000,000

Direct Indirect

Figure 3

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

Fiscal Impacts



Estimated	Costs of	Exemptions

Estimated Costs of Exemptions		
	Nominal Value	Discounted Value*
Property Tax Exemption	\$0	\$0
Sales Tax Exemption	\$76,560	\$76,560
Local Sales Tax Exemption	<i>\$38,280</i>	\$38,280
State Sales Tax Exemption	\$38,280	\$38,280
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	<i>\$0</i>	<i>\$0</i>
State Mortgage Recording Tax Exemption	<i>\$0</i>	\$0
Total Costs	\$76,560	\$76,560

State and Local Benefits

Nominal Value	Discounted Value*
\$1,980,440	\$1,917,468
<u>\$1,966,674</u>	<u>\$1,904,139</u>
\$351,027	\$351,027
\$1,615,646	\$1,553,112
\$0	\$0
<u>\$13,767</u>	<u>\$13,329</u>
\$0	\$0
\$2,457	\$2,457
\$11,310	\$10,872
\$0	\$0
\$102,267	\$99,015
<u>\$102,267</u>	<u>\$99,015</u>
\$15,796	\$15,796
\$72,704	\$69,890
<i>\$2,457</i>	\$2,457
\$11,310	\$10,872
\$2,082,707	\$2,016,483
	\$1,980,440 \$1,966,674 \$351,027 \$1,615,646 \$0 \$13,767 \$0 \$2,457 \$111,310 \$0 \$102,267 \$15,796 \$72,704 \$2,457 \$11,310

Benefit to Cost Ratio

		Benefit*	Cost*	Ratio
	Local	\$1,917,468	\$38,280	50:1
	State	\$99,015	\$38,280	3:1
Grand Total		\$2,016,483	\$76,560	26:1

^{*}Discounted at 2%

Additional Comments from IDA

This is a good project.

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

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