



## **BOARD MEETING AGENDA**

**September 26, 2023**

12:00 p.m. – CityPlace Building, 50 West Main Street, Rochester, NY 14614

- A. Call Meeting to Order
- B. Pledge of Allegiance
- C. Approval of Minutes – August 15, 2023 (p. 2)
- D. Public Comments
- E. Local Labor Monitoring Report – August 2023 - Kevin Loewke (p. 5)
- F. Local Labor Exemptions Report – August 2023 - Brian Lafountain (p. 7)
- G. Financial Report – August 2023 - Gregg Genovese (p. 8)
- H. Applications for Consideration
  - 1. Boyatzies, Inc. (p. 9)
  - 2. Rochester Historic Properties LLC/Excite ROC LLC (p. 35)
  - 3. PFISTERER North America, Inc. (p. 60)
  - 4. Horseshoe Solar Energy LLC (p. 82)
- I. Project Modifications
  - 5. 120 Marina Drive LLC – Increase (p. 112)
  - 6. 36 West Main St., LLC. – Extension (p. 119)
  - 7. The Marketplace – PILOT Modification (p. 125)
- J. Compliance Committee Report – A. Burr
- K. Executive Director – Discussion Items
  - Greater Rochester Enterprise – Economic Gardening Request (p. 132)
  - Courage Bowl Request (p. 143)
  - Genesee Country Village Request – Agriculture Fair (p. 145)
  - FAST NY Grant Authorization
  - Dashboard (p. 148)
- L. Chair Burr – Discussion Items
- M. Executive Session under Section 105(d) of the Public Officers Law for the purpose of discussing a litigation matter.
- N. Adjourn Meeting

Next meeting: Tuesday, October 17, 2023



## BOARD MEETING MINUTES

August 15, 2023

Time & Place: 12:00 p.m. at City Place

Board Present: A. Burr, R. King, T. Milne, N. Jones, J. Alloco (Zoom)

Board Absent: J. Popli, L. Bolzner

Also Present: A. Liss, R. Finnerty, A. Clark, K. Loewke, R. Baranello, Esq., B. Lafountain, G. Genovese

Chair Burr called the meeting to order at 12:01 p.m. and N. Jones led the board in the Pledge of Allegiance.

On motion by R. King, second by T. Milne, all aye, minutes of the July 18, 2023 meeting were approved.

K. Loewke presented the local labor monitoring report for July 2023. T. Milne requested additional information regarding the current overall local labor number at 73.4% of the USRE Manitou Project.

B. Lafountain presented the following verified exemptions for July 2023:

### **LiCycle North American Hub**

One exemption related to the provision of Union Members of Local #13 (Welders & Pipefitters) that do not reside within the COMIDA Local Labor area to supplement the workforce at the project site in Rochester. The Welders and Pipefitters work in Heavy Industrial, Commercial, and Residential sectors. The exemption was based on the “No local labor available...” criteria.

One exemption related to the provision of Union Members of Local #150 (Operating Engineers) that do not reside within the COMIDA Local Labor area to supplement the workforce at the project site in Rochester. The Operating Engineers are conducting Heavy Equipment Operation and Maintenance by industrial and commercial painters. The exemption was based on the “No local labor available...” criteria.

G. Genovese presented the financial report for July 2023.

Executive Director Liss presented the following projects for consideration:

### **Ren Square, LLC**

Ren Square LLC, a real estate holding company, is proposing to renovate a 10,000 sq. ft. building in the City of Rochester. This property is located in the East Main Historic District and will transform this long vacant and blighted property into a mixed-use building. The first floor will be used as commercial space and the 2<sup>nd</sup> floor will contain four apartments, three of which will be market rate and one will be set aside as affordable. This project is a recipient of Restore NY funding and is a priority project for the City of Rochester. The \$2.5 million project is projected to create 1 new FTEs over the next three years. The applicant is seeking approval of sales tax and mortgage recording tax exemptions only. The Benefit/Incentive ratio is 17:1.

The applicant was represented by Pat Lemoine and Luke Dutton. The applicant confirmed awareness of the local labor policy and that exemptions must be requested 45 days in advance, and does not anticipate any local labor exemptions at this time. Ms. Baranello stated there were no comments at the public hearing which was held on August 10<sup>th</sup>, 2023.

The board considered the following resolution: RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON AUGUST 10, 2023, WITH RESPECT TO A CERTAIN PROJECT BEING UNDERTAKEN BY REN SQUARE, LLC, OR A RELATED ENTITY FORMED OR TO BE FORMED (COLLECTIVELY, THE "COMPANY"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, RENOVATION AND EQUIPPING OF THE PROJECT; AND (B) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION FOR FINANCING RELATED TO THE PROJECT; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT

On motion by R. King, second by N. Jones for inducement and final resolution approving sales tax and mortgage tax exemptions, a roll call vote resulted as follows and the motion carried:

J. Popli	Absent	J. Alloco	Yea
L. Bolzner	Absent	R. King	Yea
T. Milne	Yea	A. Burr	Yea
N. Jones	Yea		

Executive Director Liss presented the following modifications for considerations:

#### **Durst Imaging Inc. – Increase and Extension**

Durst Image Technology, US LLC, a manufacturer of digital inkjet printing systems for large image formats is renovating a 40,000 sq. foot facility in the Town of Penfield. The project was approved by the board in October 2022 for mortgage recording tax exemption, sales tax exemption as well as a property tax abatement. The applicant is requesting an increase in project costs of \$1,653,000 and an extension of the sales tax exemption through December 31, 2024 due to construction delays and increases in material and labor costs. The new sales tax exemption is not to exceed \$202,000. The total project cost is now \$4,696,150.

The board considered the following resolution: RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING (i) ADDITIONAL FINANCIAL ASSISTANCE TO DURST IMAGE TECHNOLOGY US LLC (THE "COMPANY") IN AMOUNTS EXCEEDING THE AMOUNTS PREVIOUSLY APPROVED BY THE AGENCY AND (ii) THE EXTENSION OF THE SALES AND USE TAX EXEMPTION BENEFITS THROUGH DECEMBER 31, 2024; AND THE EXECUTION OF RELATED DOCUMENTS.

On motion by R. King, second by N. Jones, all aye, motion carried to approve an increase in project costs and an extension of the sales tax exemption through December 31<sup>st</sup>, 2024.

The Governance Committee Report was given by A. Burr. The Governance Committee met on August 7<sup>th</sup> and discussed potentially expanding the local labor area. The committee talked about making projects first look for labor in the current ten county area and after best efforts have been exhausted, the project representative could look outside the ten county area but within NYS. The committee needs to continue

discussions on how to monitor this process.

The Compliance Committee Report was given by Chair Burr. The Compliance Committee met on August 7<sup>th</sup> to discuss compliance matters with respect to certain COMIDA projects. The committee reviewed the sales tax recapture report, which provided information on all companies that exceeded the authorized amount of sales tax savings. In 2022, 4 companies exceeded the authorize amount of sales tax savings and 3 of the 4 companies have repaid the amount exceeded to New York State. It is expected that the 4<sup>th</sup> company will repay shortly.

The committee reviewed all projects that have failed to make the required payments under their respective PILOT Agreements. Staff will send demand letters to each requiring payment within 30 days of the letter and reach out to the appropriate municipality. If a company fails to pay, the project may be subject to a penalty and/or termination.

The committee reviewed the job compliance report which provides information regarding companies seeking a waiver from job creation requirements contained in the PILOT Agreements. The committee asked for additional information and will meet again next month to continue the discussion.

Executive Director Liss introduced Jeff Hoffman, Director of Development of the Rochester Childfirst Network. Mr. Hoffman presented a request for support through the Workforce Development Fund. On motion by R. King, second by N. Jones, all aye, motion carried to approve the execution and delivery of a contract with Rochester Childfirst Network for the In-Home Family Childcare Provider program in Monroe County in an amount not to exceed \$300,000 for one year.

Executive Director Liss introduced Dave Seely, Executive Director of RochesterWorks, Inc., who presented two requests for support through the Workforce Development Fund. On motion by N. Jones, second by T. Milne, all aye, motion carried to approve the execution and delivery of a contract with Rochester Works, Inc. for the business Hiring & Training Grants Program (\$250,000) and the Enhanced Recovery Services Program (\$200,000) for one year.

Executive Director Liss explained that COMIDA is converting the business center into a conference room where future board meetings will be held. On motion by T. Milne, second by R. King, all aye, motion carried to authorize spending up to \$15,000 on furniture and design services to create a conference room.

Executive Director Liss discussed the FAST NY Grant Authorization. COMIDA is the recipient of a FAST NY Grant for \$20 million for RG&E to provide electrical infrastructure improvements at the Tebor Road site in the Town of Webster. The initial beneficiary of the improvements will be the planned fairlife, LLC dairy manufacturing facility, however the improvements will benefit the entire area and create shovel ready sites.

After discussion, the Board determined that more information was needed and the consideration to accept the first tranche of funding from the \$20 million Fast NY Grant for the Tebor Road site in the amount of \$7.3 million and authorize the Executive Director to enter into a grant disbursement agreement with Empire State Development will be postponed.

Executive Director Liss presented the dashboard.

On motion by R. King, second by T. Milne, all aye, motion carried to adjourn the regular meeting of the Board, adjourned at 1:24 p.m.





## August 2023 Monthly C.O.M.I.D.A. Report

September 4<sup>th</sup> 2023,

1. This report covers our site visits between August 1<sup>st</sup>, 2023 and August 31<sup>st</sup>, 2023.
2. During this period Loewke Brill made 65 monthly site visits.
3. During this period Loewke Brill made "7" Follow up visits.
4. Loewke Brill checked for residence with 725 workers.
5. Of those workers, there were "31" non-compliant.
  - a. 12 – No proof of residence
    - i. 8/9/23 – Home Leasing, LLC – Upstate Roofing – 1 no ID, compliant on follow up visit 8/10/23
    - ii. 8/11/23 – Li-Cycle North America Hub, Inc – Connors Haas – 1 No ID. LeChase – 3 No ID. U.S.C. – 1 No ID. All 5 compliant on follow up visit 8/14/23
    - iii. 8/16/23 – O’Connell Electric Co., Inc – C.F.E. – 1 No ID, compliant on follow up inspection 8/17/23
    - iv. 8/25/23 – Li-Cycle North America Hub, Inc – Connors Haas – 1 No ID. Frank Lil & Son – 3 No ID. G&J Contracting – 1 No ID. All 5 compliant on follow up visit 8/28/23
  - b. 15 – Out of Area
    - i. 8/3/23 – Clear Choice Building NY, LLC – KBI – 15 workers all out of area (Onondaga). Reported to COMIDA. All workers off job site on follow up visit 8/4/23
  - c. 4 – Invalid ID

- i. 8/11/23 – Li-Cycle North America Hub, Inc – Connors Haas -1  
invalid ID, compliant with valid ID on 8/14/23
- ii. 8/15/23 – Whitney Housing I, LLC – VP Supply – 2 Invalid ID,  
compliant with valid ID on 8/16/23
- iii. 8/23/23 – Home Leasing, LLC – Nothnagle Drilling – 1 invalid ID,  
compliant with valid ID on 8/24/23

6. There was “1” new COMIDA sign(s) delivered

- a. Howitt-Bayview, LLC

Big firm capability. Small firm personality.

# THE BONADIO GROUP

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## CPAs, Consultants & More

### September 2023 Verified Local Labor Exemption Report

Board Meeting – September 2023

The following Verified Local Labor Exemption Requests were processed in August 2023

#### 1. Home Leasing, LLC

- a. One exemption related to the installation / application of the gypcrete flooring product to the floors of the building at the project site in Rochester. The exemption was based on the “No local labor available...” criteria.

## Statement of Financial Position

	Year To Date 08/31/2023	Year Ending 12/31/2022
	Actual	Actual
<b>Assets</b>		
Current Assets		
Cash and Cash Equivalents	3,171,508	10,551,290
Restricted Cash	0	4,765,270
Accounts Receivable, Net	59,628	82,197
Prepaid Expenses	88,427	115,681
Treasury Investments	6,214,506	0
Treasury Investments - Restricted	4,242,609	0
Total Current Assets	13,776,678	15,514,438
Long-term Assets		
Property & Equipment	625,000	625,000
Other Long-term Assets	242,304	242,304
Total Long-term Assets	867,304	867,304
<b>Total Assets</b>	<b>14,643,982</b>	<b>16,381,742</b>
<b>Liabilities and Net Assets</b>		
Liabilities		
Short-term Liabilities		
Accounts Payable	28,961	17,878
Accrued Liabilities	373,120	951,536
Deferred Revenue	0	65,915
Other Short-term Liabilities	476	476
Total Short-term Liabilities	402,557	1,035,804
Long Term Liabilities	246,992	246,992
Total Liabilities	649,549	1,282,796
Net Assets		
Net Assets	15,098,945	8,846,166
Change In Net Assets	(1,104,512)	6,252,779
Total Net Assets	13,994,433	15,098,945
<b>Total Liabilities and Net Assets</b>	<b>14,643,982</b>	<b>16,381,742</b>

## Summary Statement of Activities - All Funds with Prior Year

	Year To Date 08/31/2023	Year To Date 08/31/2023	Prior Year To Date 08/31/2022
	Actual	Budget	Actual
Revenue			
Fee Income	353,240	1,533,833	2,963,111
Interest Income	160,277	667	345
Total Revenue	513,517	1,534,500	2,963,457
Payroll	193,640	206,600	260,934
Sponsorships	9,000	6,667	6,515
Program & Community Development	957,986	1,634,533	718,840
General & Administrative	457,403	445,167	474,296
Total Expenses	1,618,029	2,292,967	1,460,585
Change In Net Assets	(1,104,512)	(758,467)	1,502,871



## APPLICATION SUMMARY

**DATE:** September 26, 2023

**APPLICANT:**

Boyatzies, Inc.  
391 Clay Road  
Rochester, NY 14623

**PROJECT ADDRESS:**

391 Clay Road  
Rochester, NY 14623

**PROJECT SUMMARY:**

Boyatzies, Inc. dba Interstate Battery System of Rochester is upgrading their fleet vehicles used in daily deliveries and is also making improvements to their headquarters in the Town of Henrietta. Interstate Battery is a wholesale battery distribution business. The \$115,200 project is projected to create 2 new FTEs. Boyatzies has applied for a Great Rate/Great Rebate on the equipment purchase through the Monroe County Industrial Development Corporation and is seeking approval of the sales tax exemption through COMIDA. The applicant is seeking approval of sales tax exemptions only. The Benefit/Incentive ratio is 270:1.

**PROJECT AMOUNT:  
EXEMPTIONS:**

\$115,200 – Sales Tax Exemption Only  
\$9,216

**JOBS: EXISTING:  
NEW:**

17	FTEs
2	FTEs

**PUBLIC HEARING DATE:**

N/A

**BENEFIT TO INCENTIVE RATIO:**

270 : 1

**SEQR:**

TYPE II ACTION UNDER SEQR SECTION 617.5

**ELIGIBILITY:**

MANUFACTURER

**APPROVED PURPOSE:**

JOB CREATION

# Monroe County Industrial Development Agency

## MRB Cost Benefit Calculator

Date September 26, 2023  
 Project Title Boytzies, Inc.  
 Project Location 391 Clay Road, Rochester, NY 14623



## Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

### Project Total Investment

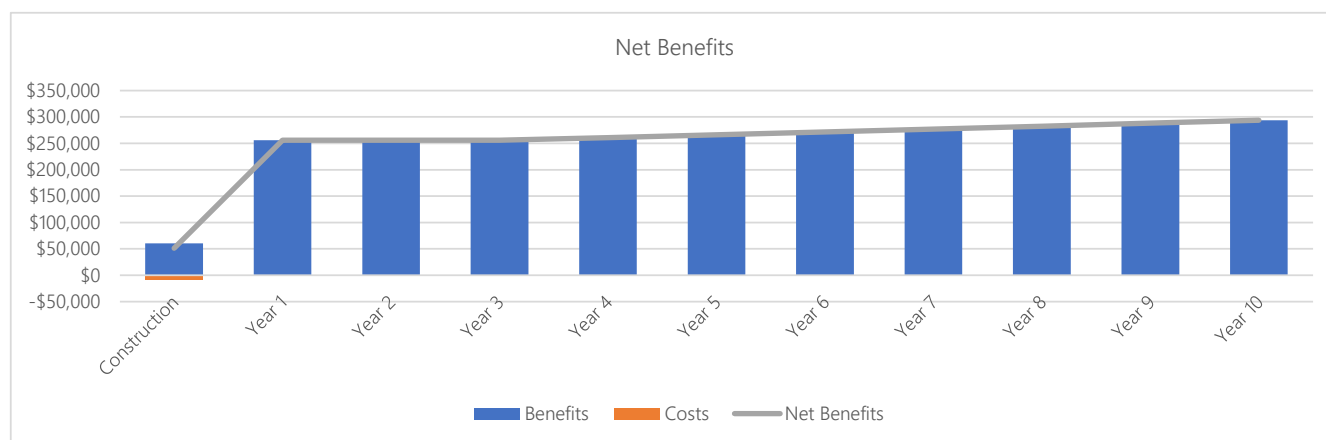
\$115,200

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	0	0	1
Earnings	\$38,580	\$18,460	\$57,040
Local Spend	\$92,160	\$54,850	\$147,010

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	2	4	6
Earnings	\$952,467	\$1,603,893	\$2,556,360

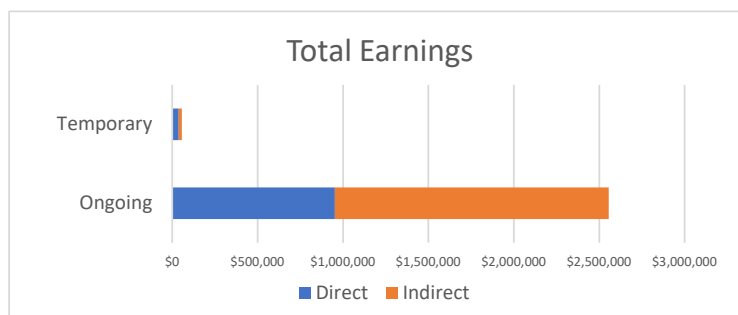
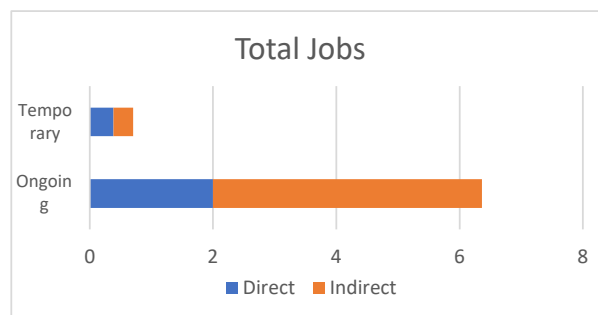
Figure 1



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

Figure 2

Figure 3



## Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

### Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$0	\$0
Sales Tax Exemption	\$9,216	\$9,216
Local Sales Tax Exemption	\$4,608	\$4,608
State Sales Tax Exemption	\$4,608	\$4,608
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
<b>Total Costs</b>	<b>\$9,216</b>	<b>\$9,216</b>

### State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$2,631,694</b>	<b>\$2,363,436</b>
<b>To Private Individuals</b>	<b>\$2,613,400</b>	<b>\$2,347,007</b>
Temporary Payroll	\$57,040	\$57,040
Ongoing Payroll	\$2,556,360	\$2,289,967
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$18,294</b>	<b>\$16,429</b>
Increase in Property Tax Revenue	\$0	\$0
Temporary Jobs - Sales Tax Revenue	\$399	\$399
Ongoing Jobs - Sales Tax Revenue	\$17,895	\$16,030
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$135,897</b>	<b>\$122,044</b>
<b>To the Public</b>	<b>\$135,897</b>	<b>\$122,044</b>
Temporary Income Tax Revenue	\$2,567	\$2,567
Ongoing Income Tax Revenue	\$115,036	\$103,049
Temporary Jobs - Sales Tax Revenue	\$399	\$399
Ongoing Jobs - Sales Tax Revenue	\$17,895	\$16,030
<b>Total Benefits to State &amp; Region</b>	<b>\$2,767,591</b>	<b>\$2,485,481</b>

### Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$2,363,436	\$4,608	513:1
State	\$122,044	\$4,608	26:1
<b>Grand Total</b>	<b>\$2,485,481</b>	<b>\$9,216</b>	<b>270:1</b>

\*Discounted at 2%

### Additional Comments from IDA

0

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

*Motion By:* \_\_\_\_\_  
*Seconded By:* \_\_\_\_\_

RESOLUTION  
 (Boyatzies, Inc. d/b/a Interstate Battery System of Rochester Project)  
 OSC Code 2602-23-020A

A regular meeting of the County of Monroe Industrial Development Agency (the "Agency"), was held at the Agency's offices located at 50 West Main Street, Rochester, New York 14614, on September 26, 2023 at 12:00 p.m.

After the meeting had been duly called to order, the Chair announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain Project more particularly described below.

RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TO (i) APPOINT BOYATZIES, INC. D/B/A INTERSTATE BATTERY SYSTEM OF ROCHESTER OR A RELATED ENTITY FORMED OR TO BE FORMED (COLLECTIVELY, THE "COMPANY") AS ITS AGENT TO UNDERTAKE A CERTAIN PROJECT AS MORE FULLY DESCRIBED BELOW; (ii) PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE UNDERTAKING OF THE PROJECT; (iii) AUTHORIZE THE EXECUTION AND DELIVERY OF A PROJECT AGREEMENT AND RELATED DOCUMENTS; AND (iv) MAKE A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW).

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 55 of the Laws of 1972 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, **BOYATZIES, INC. D/B/A INTERSTATE BATTERY SYSTEM OF ROCHESTER**, a New York corporation, for itself or an entity formed or to be formed (collectively, the "Company") has requested that the Agency assist with a certain Project (the "Project"), consisting of: (A) the renovation of the Company's current facility located at 391 Clay Road in the Town of Henrietta, New York 14623 including, but not limited to, repaving the adjacent parking lot and various other landscaping projects (collectively, the "Improvements"); and (B) the purchase of one (1) 2023 Ford F-550 Chassis 4x2 SD Regular Cab with a high-capacity trailer tow package and the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (collectively, the "Equipment" and, together with the Improvements, the "Facility"); all for use by technicians for the Company's business as a wholesale distributor of batteries; and



WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, it is contemplated that the Agency will (i) negotiate a project agreement (the "Project Agreement"), pursuant to which the Agency will appoint the Company as its agent for the purpose of undertaking the Project and (ii) provide financial assistance (the "Financial Assistance") to the Company in the form of sales and use tax exemptions for purchases and rentals related to the renovation and equipping of the Facility; and

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

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development Agency 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 Company's application and other correspondence submitted by the Company to the Agency, 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) The Project constitutes a "project", as such term is defined in the Act; and

(c) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purpose of undertaking the Project; and

(d) The action to be taken by the Agency will induce the Company to undertake the Project, thereby increasing employment opportunities in Monroe County 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 civic, 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 Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

(f) Pursuant to SEQRA, the Project constitutes a "Type II Action" as said term is defined in SEQRA, and therefore no further action is required to be taken under SEQRA.

Section 2. The Agency hereby approves the cost/benefit report submitted by the Company listing the proposed cost/benefits of the Project.

Section 3. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the renovation and equipping of the Improvements and hereby appoints the Company as the true and lawful agent of the Agency to renovate and equip the Improvements, and such appointment includes the following activities as they relate to the renovation, erection, completion, use, repair and maintenance of the Improvements and the purchase, use, lease, placement, installation, repair, maintenance and replacement of the Equipment, whether or not any materials or supplies described below are incorporated into or become an integral part of the Improvements or the Equipment: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with renovating, equipping, repairing and maintaining the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with renovating, equipping, repairing and maintaining the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Improvements or the Equipment, including all repairs, maintenance and replacement of all such property. Said agents are authorized to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agents for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf. As agent of the Agency, the Company is authorized to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses; provided, however, the Project Agreement shall expire on **December 31, 2024** (unless extended for good cause by the Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency).

Section 4. Based upon the representation and warranties made by the Company in its application for financial assistance, the Agency hereby authorizes and approves (i) the Company as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount up to **\$115,200**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$9,216**. The Agency agrees to consider any requests by the Company for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 5. Pursuant to Section 875(3) of the New York General Municipal Law, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it

is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving sales and use tax exemption benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 6. The Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to negotiate the Project Agreement, pursuant to which the Agency will appoint the Company as its agent for the purpose of undertaking the Project.

Section 7. The Executive Director, Deputy Director, Chairman or Vice Chairman 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 such Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency 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 8. This resolution shall take effect immediately.

*[Remainder of Page Intentionally Left Blank]*

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

	<u><i>Yea</i></u>	<u><i>Nay</i></u>	<u><i>Absent</i></u>	<u><i>Abstain</i></u>
Jay Popli				
Troy Milne				
Lisa Bolzner				
Joseph Alloco				
Rhett King				
Norman Jones				
Ann L. Burr				

The Resolutions were thereupon duly adopted.

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

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on September 26, 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 resolutions 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 public notice of the time and place of said meeting was duly given to the public and the news media in accordance with Sections 103 and 104 of the New York Public Officers Law (Open Meetings Law) that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 26<sup>th</sup> day of September, 2023.

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Ana J. Liss, Executive Director



# COUNTY OF MONROE COMIDA

INDUSTRIAL DEVELOPMENT AGENCY

## 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](http://www.monroecountybusiness.org/application).

Please send completed application via email to [EconomicDevelopment@monroecounty.gov](mailto: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 Information

Name: Boyatzies, Inc.  
 Address: 391 Clay Road  
 City/State/Zip: Rochester, NY 14623  
 Tax Id No.: 16-1299803  
 Contact Name: Jim Boyatzies  
 Title: President  
 Telephone: 585-359-3150  
 E-Mail: ib4021@frontiernet.net

#### B. Applicant's Legal Counsel

Name: John Petosa  
 Firm: \_\_\_\_\_  
 Address: 314 E. Fayette Street  
 City/State/Zip: Syracuse, NY 13202  
 Telephone: 315-422-0314  
 Email: johnjpetosa@hotmail.com

#### C. Owners of Applicant Company (must total 100%). If an LLC, LP or similar, all members/partners must be listed

Name	%	Corporate Title
James J. Boyatzies	50 %	President
Bernadette Boyatzies	50 %	Vice President
	%	
	%	
	%	
	%	
	%	
	%	
	%	
	%	
	%	
	%	

## II. PROJECT

### A. Address of proposed project facility

Address: 391 Clay Road

Tax Map Parcel Number: \_\_\_\_\_

City/Town/Village: Rochester

School District: Rush Henrietta

Zip: 14623

Current Legal Owner of Property:  
391 Clay Road LLC

### B. Benefits Requested (Check all that apply)

- ☒ Sales Tax Exemption
- ☐ Mortgage Recording Tax Exemption
- ☐ Real Property Tax Abatement
- ☐ Industrial Revenue Bond Financing

### C. Description of project (check all that apply)

- ☐ New Construction
- ☐ Existing Facility
- ☐ Acquisition
- ☐ Expansion
- ☐ Renovation/Modernization
- ☒ Acquisition of machinery/equipment
- ☒ Other (specify) Driveway/property maintenance

### D. Proposed User(s)/Tenant(s) of the Facility

If there are multiple Users/Tenants, please attach additional pages.

Are the user and owner related entities? ☐ Yes ☐ No

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Tax ID No: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

% of facility to be occupied by user/tenant \_\_\_\_\_

### E. Owners of User/Tenant Company (must total 100%)

If an LLC, LP or similar, all members/partners must be listed

Name	%	Corporate Title
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

### F. Project Timeline

Proposed Date of Acquisition: \_\_\_\_\_

Proposed Commencement Date of Construction: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

### G. Contractor(s)

\_\_\_\_\_  
\_\_\_\_\_

## II. PROJECT (cont'd)

- I. Would the project be undertaken without financial assistance from the Agency? ☐ Yes ☒ No

Please explain why financial assistance is necessary.

Due to inflation and price increases, this assistance will allow us to invest in our business, and complete projects that we would have otherwise delayed. Without the assistance we would have scaled back purchases and continued to use outdated equipment and continue to pay thousands in repairs, but this assistance allows us to update our vehicles and equipment. Also, the assistance allows us to keep up on property maintenance too.

By maintaining our equipment and property, the assistance enables us to attract highly qualified applicants by offering updated/new equipment, and a business to enjoy working at, and take pride in.

- J. Are other facilities or related companies located within New York State?

☐ Yes ☒ No

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:

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### 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: 423100

Boyatzies, Inc./dba Interstate Battery System of Rochester is a family owned and operated wholesale battery distribution located in Rochester, NY. We have been serving this community for the past 37 years. Our customers are business-to-business, school districts, auto dealerships, municipalities, hospitals, small garages, marinas, golf courses, etc.

COMIDA assistance will allow us to invest in our business by updating our vehicle that is used every day.

We have spent thousands in repairs recently, and wish to invest in a new and reliable vehicle, to service our customers. If our truck is in the shop being serviced, we are unable to service our customers, many of them in emergency operations, as we are an essential business. Also, we take pride in our community, including the property. Assistance will allow us to make minor improvements to the property, as well as invest in FF&E.

We appreciate COMIDA considering assistance and investment in our business.

Vehicle purchase/delivery: \$101, 834.00. 2023 Ford F550 4x2

Purchase of a new delivery vehicle, which would replace our 2017 Ford Superduty. See attached quote. This vehicle would be used 5 days per week to deliver batteries to businesses in Monroe County.

### 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.

☐ **Local Tax Jurisdiction Sponsored PILOT**

☒ **NO PROPERTY TAX ABATEMENT IS SOUGHT FOR THIS PROJECT**

**IV. APPLICANT PROJECT COSTS**

- A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement and/or equipment of the project by the APPLICANT.

**Building Construction or Renovation**

- a. Materials a. \$ \_\_\_\_\_  
b. Labor b. \$ \_\_\_\_\_

**Site Work**

- c. Materials c. \$ \_\_\_\_\_  
d. Labor d. \$ \_\_\_\_\_  
e. Non-Manufacturing Equipment e. \$ \_\_\_\_\_  
f. Manufacturing Equipment f. \$ \_\_\_\_\_  
g. Equipment Furniture and Fixtures g. \$ \_\_\_\_\_  
h. Land and/or Building Purchase h. \$ \_\_\_\_\_  
i. Soft Costs (Legal, Architect, Engineering) i. \$ \_\_\_\_\_

- Other (specify) j. Property Imprvmt j. \$ 8,000  
k. vehicle/decal k. \$ 104,000  
l. computer equip l. \$ 2,000  
m. refrigerator m. \$ 1,200

**Total Project Costs** \$ 115,200  
(must equal Total Sources)

- B. Sources of Funds for Project Costs:

- a. Tax-Exempt Industrial Revenue Bond a. \$ \_\_\_\_\_  
b. Taxable Industrial Revenue Bond b. \$ \_\_\_\_\_  
c. Bank Financing c. \$ \_\_\_\_\_  
d. Public Sources d. \$ \_\_\_\_\_

Identify each state and federal grant/credit

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

- e. Equity \$ 115,200  
**TOTAL SOURCES** \$ 115,200  
(must equal Total Project Costs)

- C. Has the applicant made any arrangements for the financing of this project

☐ Yes ☒ No

If yes, please specify bank, underwriter, etc.

**V. COMPLETE FOR EACH USER/TENANT THAT IS SEEKING SALES TAX EXEMPTIONS USER(S)/TENANT(S) PROJECT COSTS**

Use additional sheets as necessary

Company Name \_\_\_\_\_

- A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement, and/or equipping of the project by the user(s)/tenant(s) for which a sales tax exemption is requested.

**Estimated Costs Eligible for Sales Tax Exemption Benefit**

- a. Materials a. \$ \_\_\_\_\_

- b. Labor b. \$ \_\_\_\_\_

- c. Non-Manufacturing Equipment c. \$ \_\_\_\_\_

- d. Manufacturing Equipment d. \$ \_\_\_\_\_

- e. Furniture and Fixtures e. \$ \_\_\_\_\_

Other (specify): f. \_\_\_\_\_ f. \$ \_\_\_\_\_

g. \_\_\_\_\_ g. \$ \_\_\_\_\_

h. \_\_\_\_\_ h. \$ \_\_\_\_\_

i. \_\_\_\_\_ i. \$ \_\_\_\_\_

**Total Project Costs** \$ \_\_\_\_\_

**Value of Incentives  
Boytzies, Inc.**

**A. IDA PILOT Benefits:**

Current Assessment	
Value of New Construction & Renovation Costs	
Estimated New Assessed Value Subject to IDA	\$0
Current Taxes	\$0
Current Taxes Escalator	2%
PILOT Terms - Years	10
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:	\$9,216
Estimated duration of ST exemption:	12/31/2024

**C. Mortgage Recording Tax Exemption (MRTE) Benefit:**

Estimated Value of MRTE:	\$0
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**D. Industrial Revenue Bond Benefit**

IRB inducement amount:	\$0
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**E. Percentage of Project Costs financed from Public Sector sources:**

Total Value of Incentives:	\$9,216
Project Construction Costs:	\$115,200
	8.00%

**PILOT Schedule**

PILOT Year	% Abatement	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT Amount	Full Tax Payment w/o PILOT***	Net Exemption**
	<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
1	90%	\$0	\$0	\$0	\$0	\$0	\$0
2	80%	\$0	\$0	\$0	\$0	\$0	\$0
3	70%	\$0	\$0	\$0	\$0	\$0	\$0
4	60%	\$0	\$0	\$0	\$0	\$0	\$0
5	50%	\$0	\$0	\$0	\$0	\$0	\$0
6	40%	\$0	\$0	\$0	\$0	\$0	\$0
7	30%	\$0	\$0	\$0	\$0	\$0	\$0
8	20%	\$0	\$0	\$0	\$0	\$0	\$0
9	10%	\$0	\$0	\$0	\$0	\$0	\$0
10	0%	\$0	\$0	\$0	\$0	\$0	\$0

## VII. PROJECTED EMPLOYMENT

Complete for each Applicant or User/Tenant

Company Name: Boyatzies, Inc.

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 RETAINED	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be CREATED upon THREE Years after Project completion	Estimate number of residents of the Labor Market Area in which the Project is located that will fill the FTE and PTE jobs to be created upon THREE Years after Project Completion **
Full time (FTE)	17	2	2	2
Part Time (PTE)				
Total	17	19	2	2

\*\* 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.

[Remainder of this Page Intentionally Left Blank]

## 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 Boyatzies, Inc.

Applicant: ☒ 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.

 J.B. Initial

### 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.**

 J.B. Initial

### 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.

 J.B. Initial

### 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.

 J.B. Initial

### 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:

1. 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.


  
Initial
**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.


  
Initial
**Exemption Process**

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

- 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.

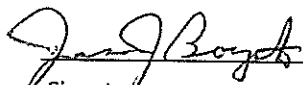
Furthermore, the undersigned realizes that failure to abide by the terms herein could result in COMIDA revoking all or any portion of benefits it deems reasonable in its sole discretion for any violation hereof.

Boyatzies, Inc.

391 Clay Road LLC

(APPLICANT COMPANY)

(TENANT COMPANY)

 President 7/21/23  
Signature , Title Date

Manager 7/21/23  
Signature , Title Date

## IX. FEES

Transaction Type	Fees
Lease/Leaseback including any/all of the following: 1. PILOT Agreement 2. Sales and Tax Exemption* 3. Mortgage Tax Exemption	Application Fee: Non-refundable \$350.00 IDA Fee: 0.75% of the total project cost Legal Fee: 0.33% of the IDA fee. Minimum fee of \$4,000.
Sales Tax Exemption* and/or Mortgage Recording Tax Exemption	Application Fee: Non-refundable \$350.00 IDA Fee: 0.50% of the total project cost Legal Fee: 0.33% 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 with Lease/Leaseback Including any/all of the following: 1. PILOT Agreement 2. Sales Tax Exemption* 3. Mortgage Tax Exemption	Application fee: Non-refundable \$350 IDA Fee: 1.25% of the total project cost Legal Fee: 0.33% of 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 IDA Fee: 1.00% of the total project cost Legal fee: 0.33% of the IDA fee Designated Bond Counsel fee is based on the complexity and amount of the transaction.

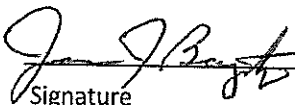
\*If the sales tax benefits are required prior to closing, a non-refundable twenty-five percent (25%) of the IDA fee and Legal fees are payable at that time. This amount will be applied towards the IDA fee and Legal fee.

Boyatzies, Inc.

391 Clay Road LLC

(APPLICANT COMPANY)

(TENANT COMPANY)


 President 7/21/23  
 Signature , Title Date

Manager 7/21/23  
 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.
- C. 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. Compliance with Applicable Laws: 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. False and Misleading Information: 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. Pay Equity: 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

J. J. Buzby President 7/21/23  
 Signature, Title Date

### TENANT COMPANY

Fernando Royals Manager 7/21/23  
 Signature, Title Date

Prepared for: Jim Boyatzies, IBS of Rochester

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2023 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 345

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**Client Proposal**

Prepared by:

Hershel King

Office: 417-532-3146

Quote ID: 0104

Date: 06/30/2023



Ed Morse Ford | 260 West Elm, Lebanon, Missouri, 655363520

Office: 417-532-3146

**Prepared for: Jim Boyatzies**

IBS of Rochester

Prepared by: Hershel King

06/30/2023



Ed Morse Ford | 260 West Elm Lebanon Missouri | 655363520

**2023 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Quote ID: 0104

**As Configured Vehicle**

Description	MSRP
Base Vehicle Price (F5G)	\$51,020.00
Order Code 660A	N/C
<i>Includes:</i> <ul style="list-style-type: none"><li>- Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.</li><li>- Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included.</li><li>- HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</li><li>- Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers.</li><li>- SYNC 4 Communications &amp; Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</li></ul>	
Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,995.00
<i>Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i>	
<i>Includes:</i> <ul style="list-style-type: none"><li>- 250 Amp Alternator</li></ul>	
Transmission: TorqShift 10-Speed Automatic	Included
<i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.</i>	
Limited Slip w/4.30 Axle Ratio	\$395.00
GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
<i>Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	
Tires: 225/70Rx19.5G BSW Traction	\$190.00
<i>Includes 4 traction tires on the rear and 2 A/P tires on the front.</i>	
Wheels: 19.5" x 6" Argent Painted Steel	Included
<i>Hub covers/center ornaments not included.</i>	
Stainless Steel Wheel Covers (Pre-Installed)	\$500.00
<i>Front and rear.</i>	
HD Vinyl 40/20/40 Split Bench Seat	Included
<i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	
Monotone Paint Application	STD
169" Wheelbase	STD
Radio: AM/FM Stereo w/MP3 Player	Included
<i>Includes 4 speakers.</i>	
<i>Includes:</i> <ul style="list-style-type: none"><li>- SYNC 4 Communications &amp; Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</li></ul>	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Jim Boyatzies**

IBS of Rochester

Prepared by: Hershel King

06/30/2023



Ed Morse Ford | 260 West Elm Lebanon Missouri | 655363520

**2023 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Quote ID: 0104

**As Configured Vehicle (cont'd)**

Description	MSRP
High Capacity Trailer Tow Package	\$580.00
<i>Includes trailer brake wiring kit and upgraded rear axle. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration</i>	
Low Deflection Package	\$110.00
<i>Includes 2-inch spacer blocks. Recommended for rear-biased loading, such as wrecker/retriever applications.</i>	
Engine Block Heater	\$100.00
Ford Pro Upfit Integration System Removal	-\$400.00
250 Amp Alternator	Included
Platform Running Boards	\$320.00
Exterior Backup Alarm (Pre-Installed)	\$175.00
Fleet Customer Powertrain Limited Warranty	N/C
Requires valid FIN code.	
<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	
50-State Emissions System	STD
Oxford White	N/C
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Mickey Body Mini 6 Bay Rear Loader	\$39,799.00
SUBTOTAL	\$103,939.00
Destination Charge	\$1,895.00
TOTAL	\$105,834.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jim Boyatzies

IBS of Rochester

Prepared by: Hershel King

06/30/2023



Ed Morse Ford | 260 West Elm Lebanon Missouri | 655363520

2023 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Quote ID: 0104

## Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$51,020.00
Options		\$13,120.00
Colors		\$0.00
Upfitting		\$39,799.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,895.00
<b>Subtotal</b>		<b>\$105,834.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
	Ed Morse IBS Discount	-\$4,000.00
<b>Total</b>		<b>\$101,834.00</b>

Customer Signature

Acceptance Date



## APPLICATION SUMMARY

**DATE:** September 26, 2023

**APPLICANT:**

Rochester Historic Properties LLC  
1010 Lee Road  
Rochester, 14606

**TENANT & PROJECT  
ADDRESS:**

Excite Roc LLC  
26 Broadway  
Rochester, NY 14607

**PROJECT SUMMARY:**

Rochester Historic Properties LLC is proposing the renovation of the existing Inn on Broadway in the City of Rochester. The Inn on Broadway, built in 1909, is in need of upgrades in order to operate at full capacity. The building is located in a distressed census tract (23.3% unemployment rate and 42% at or below poverty level), and therefore qualifies. The applicant plans to create 4 new FTEs over three years, in addition to the 45 existing FTEs. The \$900,000 project is seeking a sales tax exemption only. The tenant, Excite Roc LLC, is seeking a sales tax exemption as well. The cost benefit ratio is 31:1.

**PROJECT AMOUNT:  
EXEMPTIONS**

\$900,000 – Sales Tax Exemption Only  
Applicant: \$38,720  
Tenant: \$16,000

**JOBS: EXISTING:  
NEW:**

45	FTEs
4	FTEs

**PUBLIC HEARING DATE:**

N/A

**BENEFIT TO INCENTIVE RATIO:**

31 : 1

**SEQR:**

TYPE II ACTION UNDER SEQR SECTION 617.5

**ELIGIBILITY:**

REHABILITATION OF EXISTING COMMERCIAL BUILDING

**APPROVED PURPOSE:**

JOB CREATION

# Monroe County Industrial Development Agency

## MRB Cost Benefit Calculator

Date September 26, 2023  
 Project Title Rochester Historic Properties  
 Project Location 26 Broadway, Rochester, NY 14607



## Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment

\$900,000

### Temporary (Construction)

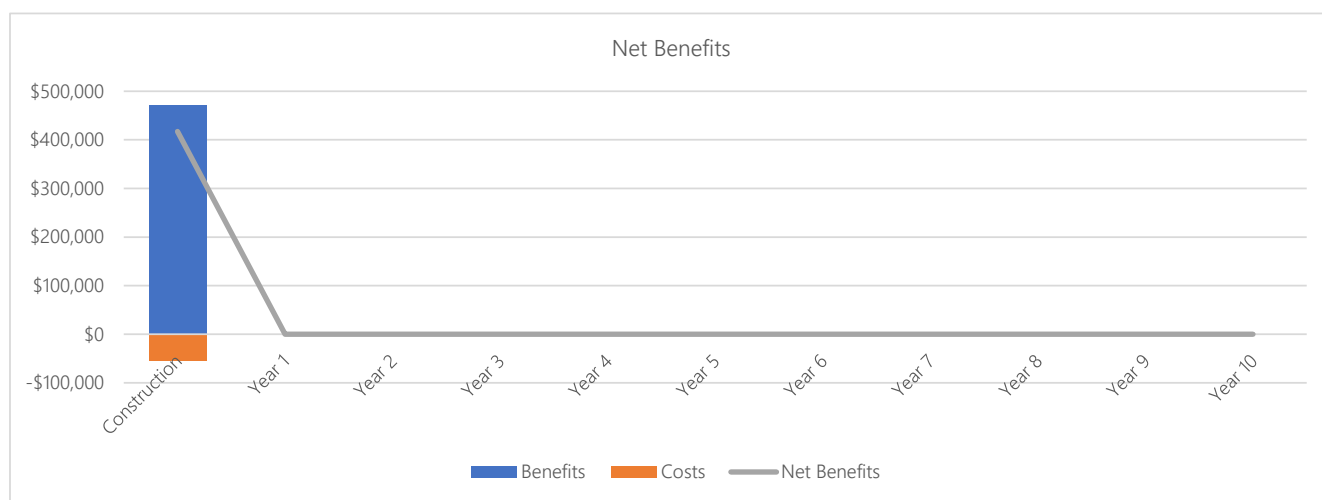
	Direct	Indirect	Total
Jobs	3	2	5
Earnings	\$301,405	\$144,221	\$445,626
Local Spend	\$720,000	\$428,517	\$1,148,517

### Ongoing (Operations)

Aggregate over life of the PILOT

	Direct	Indirect	Total
Jobs	0	0	0
Earnings	\$672,000	\$509,702	\$1,181,702

Figure 1



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

Figure 2

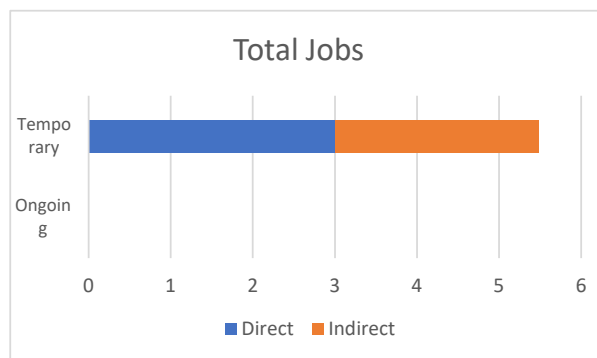
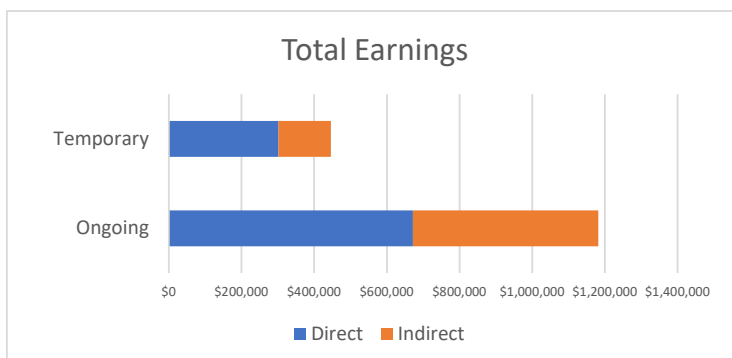


Figure 3



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

## Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

### Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$0	\$0
Sales Tax Exemption	\$54,720	\$54,720
Local Sales Tax Exemption	\$27,360	\$27,360
State Sales Tax Exemption	\$27,360	\$27,360
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
<b>Total Costs</b>	<b>\$54,720</b>	<b>\$54,720</b>

### State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$1,640,503</b>	<b>\$1,599,210</b>
<b>To Private Individuals</b>	<b>\$1,627,328</b>	<b>\$1,586,424</b>
Temporary Payroll	\$445,626	\$445,626
Ongoing Payroll	\$1,181,702	\$1,140,798
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$13,175</b>	<b>\$12,786</b>
Increase in Property Tax Revenue	\$0	\$0
Temporary Jobs - Sales Tax Revenue	\$3,119	\$3,119
Ongoing Jobs - Sales Tax Revenue	\$10,056	\$9,667
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$86,405</b>	<b>\$84,175</b>
<b>To the Public</b>	<b>\$86,405</b>	<b>\$84,175</b>
Temporary Income Tax Revenue	\$20,053	\$20,053
Ongoing Income Tax Revenue	\$53,177	\$51,336
Temporary Jobs - Sales Tax Revenue	\$3,119	\$3,119
Ongoing Jobs - Sales Tax Revenue	\$10,056	\$9,667
<b>Total Benefits to State &amp; Region</b>	<b>\$1,726,908</b>	<b>\$1,683,385</b>

### Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$1,599,210	\$27,360	58:1
State	\$84,175	\$27,360	3:1
<b>Grand Total</b>	<b>\$1,683,385</b>	<b>\$54,720</b>	<b>31:1</b>

\*Discounted at 2%

### Additional Comments from IDA

0

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

Yes



*Motion By:* \_\_\_\_\_  
*Seconded By:* \_\_\_\_\_

RESOLUTION  
 (Rochester Historic Properties LLC and Excite Roc LLC Project)  
 OSC Codes: 2602-23-022A and 2602-23-024A

A regular meeting of the County of Monroe Industrial Development Agency (the "Agency"), was held at the Agency's Offices located at 50 West Main Street, Rochester, New York 14614, on September 26, 2023, at 12:00 p.m.

After the meeting had been duly called to order, the Chair announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain Project more particularly described below.

RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TO APPOINT (i) ROCHESTER HISTORIC PROPERTIES LLC OR A RELATED ENTITY FORMED OR TO BE FORMED (COLLECTIVELY, THE "COMPANY") AND EXCITE ROC LLC OR A RELATED ENTITY FORMED OR TO BE FORMED (COLLECTIVELY, THE "TENANT") AS ITS AGENTS TO UNDERTAKE A CERTAIN PROJECT AS MORE FULLY DESCRIBED BELOW; (ii) PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY AND THE TENANT IN THE FORM OF A SALES AND USE TAX EXEMPTIONS FOR PURCHASES AND RENTALS RELATED TO THE UNDERTAKING OF THE PROJECT; (iii) AUTHORIZE THE EXECUTION AND DELIVERY OF PROJECT AGREEMENTS AND RELATED DOCUMENTS; AND (iv) MAKE A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW).

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 55 of the Laws of 1972 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, **ROCHESTER HISTORIC PROPERTIES LLC**, a New York limited liability company, for itself or an entity formed or to be formed (collectively, the "Company") and **EXCITE ROC LLC**, a New York limited liability company, for itself or an entity formed or to be formed (collectively, the "Tenant") have requested that the Agency assist with a certain Project (the "Project"), consisting of: (A) the renovation of an existing approximately 31,000± square-foot building known as The Inn on Broadway, located at 26 Broadway, Rochester, New York 14607 consisting of but not limited to, roof repairs, new fencing, HVAC repairs, improvement to security cameras, basement upgrades, kitchen upgrades, floor repairs, electric upgrades and parking lot repairs (collectively, the "Improvements") and (B) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with the Improvements, the "Facility"); for by the Company and Tenant as a hotel, restaurant and event space; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, it is contemplated that the Agency will (i) negotiate project agreements (the "Project Agreements"), pursuant to which the Agency will appoint the Company and the Tenant as its agents for the purpose of undertaking the Project and (ii) provide financial assistance (the "Financial Assistance") to the Company and the Tenant in the form of sales and use tax exemptions for purchases and rentals related to the renovation and equipping of the Facility; and

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

WHEREAS, the Company has represented to the Agency that the Project is located in a "highly distressed area" as defined in Section 862(b)(ii) of the Act; and

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

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development Agency 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 and other correspondence submitted by the Company to the Agency, 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) The Project constitutes a "project", as such term is defined in the Act; and

(c) It is desirable and in the public interest for the Agency to appoint the Company and the Tenant as its agents for purpose of undertaking the Project; and

(d) The action to be taken by the Agency will induce the Company to undertake the Project, thereby increasing employment opportunities in Monroe County 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 civic, 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 Company's application, to the extent occupants are relocating from one plant or

facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

(f) Pursuant to Section 862 of the Act, the Project constitutes a "retail" project. Based on representations made by the Company to the Agency, the Agency hereby finds that the Project is located in a "highly distressed area" as defined in Section 862(b)(ii) of the Act; and

(g) Pursuant to SEQRA, the Project constitutes a "Type II Action" as said term is defined in SEQRA, and therefore no further action is required to be taken under SEQRA.

Section 2. The Agency hereby approves the cost/benefit report submitted by the Company listing the proposed cost/benefits of the Project.

Section 3. Subject to the Company and the Tenant each executing their respective Project Agreements and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company and the Tenant to proceed with the renovation and equipping of the Project and hereby appoints the Company and the Tenant as the true and lawful agents of the Agency to renovate and equip the Facility, and such appointment includes the following activities as they relate to the renovation, completion, use, repair and maintenance of the Improvements and the purchase, use, lease, placement, installation, repair, maintenance and replacement of the Equipment, whether or not any materials or supplies described below are incorporated into or become an integral part of the Improvements or the Equipment: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with renovating, equipping, repairing and maintaining the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with renovating, equipping, repairing and maintaining the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Improvements or the Equipment, including all repairs, maintenance and replacement of all such property. Said agents are authorized to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agents for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf. As agent of the Agency, the Company and the Tenant are each authorized to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company and/or the Tenant chooses; provided, however, the Project Agreements shall expire on **December 31, 2025** (unless extended for good cause by the Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency).

Section 4. Based upon the representation and warranties made by the Company in its application for financial assistance, the Agency hereby authorizes and approves (i) the Company as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount up to **\$484,000**, which result in New York State and local sales and use tax exemption benefits ("sales and use

tax exemption benefits") not to exceed **\$38,720**. The Agency agrees to consider any requests by the Company for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 5. Based upon the representation and warranties made by the Tenant, the Agency hereby authorizes and approves (i) the Tenant as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount up to **\$200,000**, which result in New York State and local sales and use tax exemption benefits not to exceed **\$16,000**. The Agency agrees to consider any requests by the Tenant for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 6. Pursuant to Section 875(3) of the New York General Municipal Law, the Agency may recover or recapture from the Company and/or the Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company and/or the Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company and/or the Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company and/or the Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company and/or the Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving sales and use tax exemption benefits, the Company, and/or the Tenant, their respective agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 7. The Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to negotiate the Project Agreements, pursuant to which the Agency will appoint the Company and the Tenant as its agents for the purpose of undertaking the Project.

Section 8. The Executive Director, Deputy Director, Chairman or Vice Chairman 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 such Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency 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 9. This resolution shall take effect immediately.

*[Remainder of Page Intentionally Left Blank]*

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

	<u><i>Yea</i></u>	<u><i>Nay</i></u>	<u><i>Absent</i></u>	<u><i>Abstain</i></u>
Jay Popli				
Troy Milne				
Lisa Bolzner				
Joseph Alloco				
Rhett King				
Norman Jones				
Ann L. Burr				

The Resolutions were thereupon duly adopted.

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

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on September 26, 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 resolutions 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 public notice of the time and place of said meeting was duly given to the public and the news media in accordance with Sections 103 and 104 of the New York Public Officers Law (Open Meetings Law) that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 26<sup>th</sup> day of September, 2023.

---

Ana J. Liss, Executive Director



## 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](http://www.monroecountybusiness.org/application).

Please send completed application via email to [EconomicDevelopment@monroecounty.gov](mailto: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 Information

Name: Rochester Historic Properties LLC  
Address: 1010 Lee Road  
City/State/Zip: Rochester, NY 14606  
Tax Id No.: 88-1569171  
Contact Name: Edward Brillante  
Title: President  
Telephone: 585-208-1637  
E-Mail: ed.brillante@conductorconstruction.com

#### B. Applicant's Legal Counsel

Name: Eric Wilenzik  
Firm: Eric P Wilenzik Esquire  
Address: 1219 Goodman Drive  
City/State/Zip: Fort Washington, PA 19034  
Telephone: 1-610-716-6629  
Email: ewilenzik@epwcorporatelaw.com

#### C. Owners of Applicant Company (must total 100%). If an LLC, LP or similar, all members/partners must be listed

Name	%	Corporate Title
<u>GIOVANNI LIDESTRI</u>	<u>90</u> %	<u>Member</u>
<u>MICHAEL TAMBE</u>	<u>10</u> %	<u>Member</u>
<u></u>	<u></u> %	<u></u>
<u></u>	<u></u> %	<u></u>
<u></u>	<u></u> %	<u></u>
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<u></u>	<u></u> %	<u></u>
<u></u>	<u></u> %	<u></u>



## II. PROJECT

### A. Address of proposed project facility

Address: 26 Broadway

Tax Map Parcel Number: 121.25-2-40.005

City/Town/Village: Rochester, NY

School District: Rochester (261400)

Zip: 14607

Current Legal Owner of Property:

Rochester Historic Properties LLC

### B. Benefits Requested (Check all that apply)

- ☒ Sales Tax Exemption
- ☐ Mortgage Recording Tax Exemption
- ☐ Real Property Tax Abatement
- ☐ Industrial Revenue Bond Financing

### C. Description of project (check all that apply)

- ☐ New Construction
- ☐ Existing Facility
- ☐ Acquisition
- ☐ Expansion
- ☒ Renovation/Modernization
- ☐ Acquisition of machinery/equipment
- ☐ Other (specify) \_\_\_\_\_

### D. Proposed User(s)/Tenant(s) of the Facility

If there are multiple Users/Tenants, please attach additional pages.

Are the user and owner related entities? ☐ Yes ☒ No

Company Name: Excite Roc LLC

Address: 26 Broadway

City/State/Zip: Rochester, NY 14607

Tax ID No: 88-2790016

Contact Name: Miles Van Dusen

Title: Member

Telephone: 585-734-1752

Email: admin@innonbroadway.com

% of facility to be occupied by user/tenant 100

### E. Owners of User/Tenant Company (must total 100%)

If an LLC, LP or similar, all members/partners must be listed

Name	%	Corporate Title
<u>Miles Van Dusen</u>	<u>100 %</u>	<u>Member</u>
_____	<u>%</u>	_____
_____	<u>%</u>	_____
_____	<u>%</u>	_____

### F. Project Timeline

Proposed Date of Acquisition: \_\_\_\_\_

Proposed Commencement Date of Construction: 09/01/2023

Anticipated Completion Date: 12/31/25

### G. Contractor(s)

Conductor Construction Management, LLC

## II. PROJECT (cont'd)

- H. Would the project be undertaken without financial assistance from the Agency? ☐ Yes ☒ No

Please explain why financial assistance is necessary.

The financial assistance will allow for increased investment into the property, allowing additional projects to be completed that otherwise would have to wait for further justification or not be taken at all.

- I. Are other facilities or related companies located within New York State?

☐ Yes ☒ No

Location:

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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:

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### J. 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)**

### **K. DESCRIPTION OF THE PROJECT AND BACKGROUND ON USER(S) OF THE FACILITY**

NAICS Code: 721110

The project looks to update the following items:

Rochester Historic Properties, LLC is a limited liability company that purchased lot 121.25-2-40.005. This building has been a historic social hub in the heart of Rochester for nearly 100 years. Since it was first built in 1909, the building known today as The Inn on Broadway has been a staple for hosting charitable fundraisers, weddings, and other social events. Rochester Historic Properties, LLC owns the lot and building. Excite ROC, LLC is the one and only tenant of the building who runs and employs the staff that is used to maintain the building as well as provide jobs for the restaurant and Inn. The building is in need of upgrades in order to operate at full capacity. A few of the upgrades include the following:

1. Roofing repairs
2. Fence installation
3. Camera installation/upgrades
4. Access control installation
5. Basement upgrades
6. New kitchen exhaust installation
7. Restaurant modulars
8. HVAC repairs
9. Repaving and sealing of parking lot
10. Flooring repairs
11. Electrical installation/upgrades

### 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.

☐ **Local Tax Jurisdiction Sponsored PILOT**

☒ **NO PROPERTY TAX ABATEMENT IS SOUGHT FOR THIS PROJECT**

#### IV. APPLICANT PROJECT COSTS

- A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement and/or equipment of the project by the APPLICANT.

##### Building Construction or Renovation

- a. Materials a. \$ 209,000  
b. Labor b. \$ 171,000

##### Site Work

- c. Materials c. \$ 50,000  
d. Labor d. \$ 25,000  
e. Non-Manufacturing Equipment e. \$ 225,000  
f. Manufacturing Equipment f. \$ \_\_\_\_\_  
g. Equipment Furniture and Fixtures g. \$ \_\_\_\_\_  
h. Land and/or Building Purchase h. \$ \_\_\_\_\_  
i. Soft Costs (Legal, Architect, Engineering) i. \$ \_\_\_\_\_  
Other (specify) j. \_\_\_\_\_ j. \$ \_\_\_\_\_  
k. \_\_\_\_\_ k. \$ \_\_\_\_\_  
l. \_\_\_\_\_ l. \$ \_\_\_\_\_  
m. \_\_\_\_\_ m. \$ \_\_\_\_\_

**Total Project Costs** \$ 680,000  
(must equal Total Sources)

- B. Sources of Funds for Project Costs:

- a. Tax-Exempt Industrial Revenue Bond a. \$ \_\_\_\_\_  
b. Taxable Industrial Revenue Bond b. \$ \_\_\_\_\_  
c. Bank Financing c. \$ 680,000  
d. Public Sources d. \$ \_\_\_\_\_

Identify each state and federal grant/credit

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

- e. Equity \$ \_\_\_\_\_

**TOTAL SOURCES** \$ 680,000  
(must equal Total Project Costs)

- C. Has the applicant made any arrangements for the financing of this project

☒ Yes ☐ No

If yes, please specify bank, underwriter, etc.

GRB

#### V. COMPLETE FOR EACH USER/TENANT THAT IS SEEKING SALES TAX EXEMPTIONS USER(S)/TENANT(S) PROJECT COSTS

Use additional sheets as necessary

Excite Roc LLC

Company Name \_\_\_\_\_

- A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement, and/or equipping of the project by the user(s)/tenant(s) for which a sales tax exemption is requested.

Estimated Costs Eligible for Sales Tax Exemption Benefit

- a. Materials a. \$ 40,000  
b. Labor b. \$ 20,000  
c. Non-Manufacturing Equipment c. \$ 120,000  
d. Manufacturing Equipment d. \$ \_\_\_\_\_  
e. Furniture and Fixtures e. \$ 40,000

Other (specify): f. \_\_\_\_\_ f. \$ \_\_\_\_\_

g. \_\_\_\_\_ g. \$ \_\_\_\_\_

h. \_\_\_\_\_ h. \$ \_\_\_\_\_

i. \_\_\_\_\_ i. \$ \_\_\_\_\_

**Total Project Costs** \$ 220,000

**Value of Incentives  
Rochester Historic Properties**

**A. IDA PILOT Benefits:**

Current Assessment	
Value of New Construction & Renovation Costs	
Estimated New Assessed Value Subject to IDA	\$0
Current Taxes	\$0
Current Taxes Escalator	2%
PILOT Terms - Years	0
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:	\$54,720
Estimated duration of ST exemption:	12/31/2025

**C. Mortgage Recording Tax Exemption (MRTE) Benefit:**

Estimated Value of MRTE:	\$0
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**D. Industrial Revenue Bond Benefit**

IRB inducement amount:	\$0
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**E. Percentage of Project Costs financed from Public Sector sources:**

Total Value of Incentives:	\$54,720
Project Construction Costs:	\$900,000
	6.08%

**PILOT Schedule**

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

## VII. PROJECTED EMPLOYMENT

Complete for each Applicant or User/Tenant

**Company Name:** Excite Roc LLC

**Applicant:**                      **or**    **User/Tenant:** **X**

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 <b>RETAINED</b>	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be <b>CREATED</b> upon THREE Years after Project completion	Estimate number of residents of the Labor Market Area in which the Project is located that will fill the FTE and PTE jobs to be created upon THREE Years after Project Completion **
Full time (FTE)	36	36	3	3
Part Time (PTE)	17	17	1	1
Total	45	45	4	4

\*\* 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:**

Rochester Historic Properties LLC

**Company Name** \_\_\_\_\_

**Applicant: ✓ 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.

**EB**  
Initial **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.**

**EB**  
Initial **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.

**EB**  
Initial **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.

**EB**  
Initial **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:

1. 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.



EB

**Signage**

Initial

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.

EB

**Exemption Process**

Initial

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

- 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.

Rochester Historic Properties LLC

(APPLICANT COMPANY)



President

08-21-23

Signature

, Title

Date

(TENANT COMPANY)

Signature

, Title

Date

## VIII. LOCAL LABOR

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

Excite Roc LLC

**Company Name** \_\_\_\_\_

**Applicant:** \_\_\_\_\_ **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.

  
Initial

### **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.**

  
Initial

### **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.

  
Initial

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Initial

### **Monitoring**

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Initial

### 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.



Initial

### Exemption Process

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

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- 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);
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- 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).

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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.

Excite Roc LLC

(APPLICANT COMPANY)

(TENANT COMPANY)

Signature, Title, Date

CEO

8/22/23

Signature, Title, Date


## IX. FEES

Transaction Type	Fees
Lease/Leaseback including any/all of the following: 1. PILOT Agreement 2. Sales and Tax Exemption* 3. Mortgage Tax Exemption	Application Fee: Non-refundable \$350.00 IDA Fee: 0.75% of the total project cost Legal Fee: 0.33% of the IDA fee. Minimum fee of \$4,000.
Sales Tax Exemption* and/or Mortgage Recording Tax Exemption	Application Fee: Non-refundable \$350.00 IDA Fee: 0.50% of the total project cost Legal Fee: 0.33% 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 with Lease/Leaseback Including any/all of the following: 1. PILOT Agreement 2. Sales Tax Exemption* 3. Mortgage Tax Exemption	Application fee: Non-refundable \$350 IDA Fee: 1.25% of the total project cost Legal Fee: 0.33% of 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 IDA Fee: 1.00% of the total project cost Legal fee: 0.33% 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.


### Rochester Historic Properties LLC

(APPLICANT COMPANY)

 President 08-21-23  
Signature , Title Date

### Excite Roc LLC

(TENANT COMPANY)

 CEO 8/22/23  
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.
- C. 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. Compliance with Applicable Laws: 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. False and Misleading Information: 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. Pay Equity: 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

Rochester Historic Properties LLC

	President	08-21-23
Signature	, Title	Date

### TENANT COMPANY

Excite ROC LLC

	CEO	8/22/23
Signature	, Title	Date



## APPLICATION SUMMARY

**DATE:** September 26, 2023

**APPLICANT:**

PFISTERER North America, Inc.  
130 Gilbert St.  
Leroy, NY 14482

**PROJECT ADDRESS:**

2292 Innovation Way Bldg 8  
Rochester, NY 14624

**PROJECT SUMMARY:**

PFISTERER North America, Inc. is proposing to renovate 50,000 sq. ft. of a building in the Rochester Tech Park in the town of Gates. PFISTERER is a manufacturer of medium and high voltage connectors and jumper cables for wind generation equipment. This expansion will allow them to install state-of-the-art CNC milling equipment as well as create a training center for customers who use their products. The \$4 million project is projected to create 27 new FTEs over the next three years. The applicant is seeking approval of sales tax exemptions only. The Benefit/Incentive ratio is 119:1.

**PROJECT AMOUNT:  
EXEMPTIONS:**

\$4,187,032 – Sales Tax Exemption Only  
\$304,471

**JOBS: EXISTING:  
NEW:**

0	FTEs
27	FTEs

**PUBLIC HEARING DATE:**

September 21, 2023

**BENEFIT TO INCENTIVE RATIO:**

119 : 1

**SEQR:**

TYPE II ACTION UNDER SEQR SECTION 617.5

**ELIGIBILITY:**

MANUFACTURER

**APPROVED PURPOSE:**

JOB CREATION



# Monroe County Industrial Development Agency

## MRB Cost Benefit Calculator

Date September 26, 2023  
Project Title PFISTERER North America, Inc.  
Project Location 2292 Innovation Way, Bldg 8, Rochester, NY 14624



### Economic Impacts

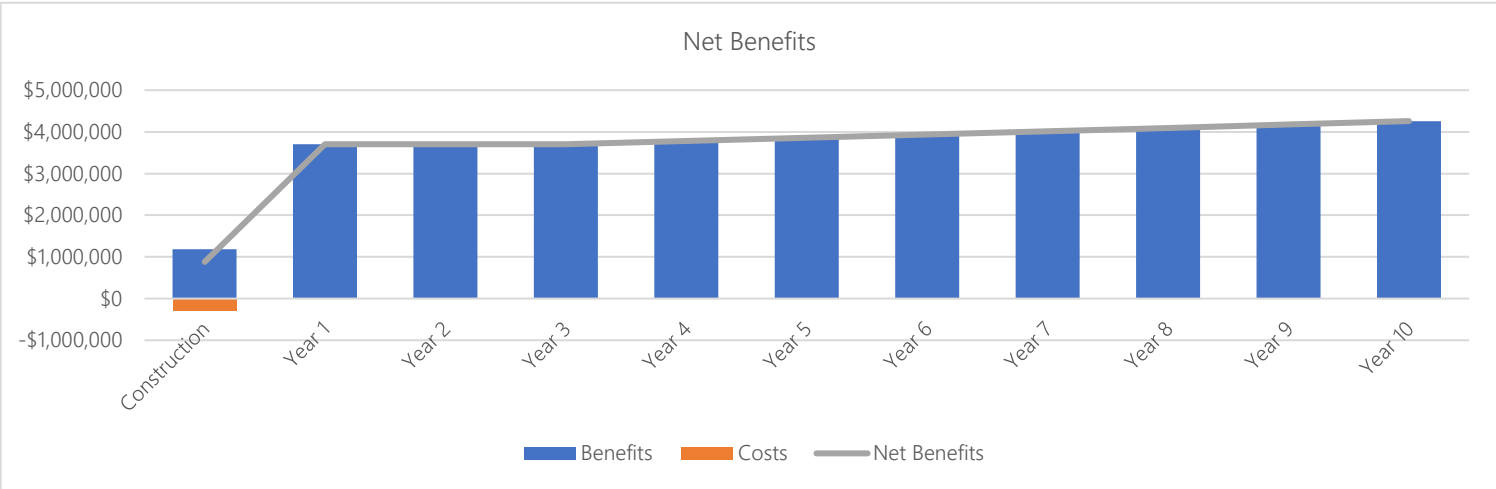
Summary of Economic Impacts over the Life of the PILOT  
**Project Total Investment**  
\$2,258,900

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	8	6	14
Earnings	\$756,494	\$361,978	\$1,118,472
Local Spend	\$1,807,120	\$1,075,530	\$2,882,650

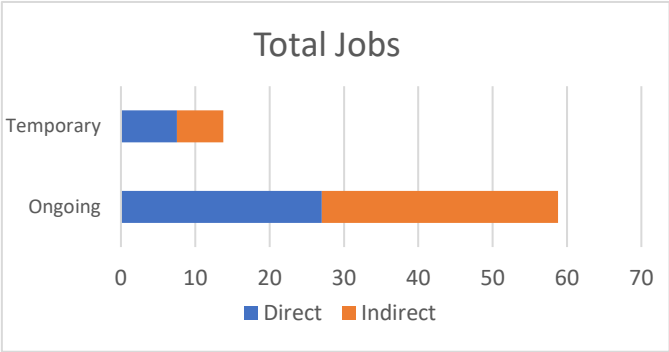
Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	27	32	59
Earnings	\$20,973,328	\$16,079,622	\$37,052,951

Figure 1



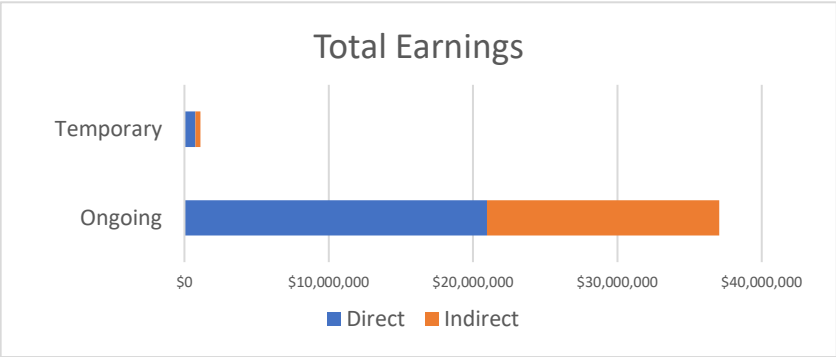
Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2



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Figure 3



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

## Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

### Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$0	\$0
Sales Tax Exemption	\$304,471	\$304,471
Local Sales Tax Exemption	\$152,236	\$152,236
State Sales Tax Exemption	\$152,236	\$152,236
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
<b>Total Costs</b>	<b>\$304,471</b>	<b>\$304,471</b>

### State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$38,438,622</b>	<b>\$34,550,382</b>
To Private Individuals	<b>\$38,171,422</b>	<b>\$34,310,210</b>
Temporary Payroll	\$1,118,472	\$1,118,472
Ongoing Payroll	\$37,052,951	\$33,191,739
Other Payments to Private Individuals	\$0	\$0
To the Public	<b>\$267,200</b>	<b>\$240,171</b>
Increase in Property Tax Revenue	\$0	\$0
Temporary Jobs - Sales Tax Revenue	\$7,829	\$7,829
Ongoing Jobs - Sales Tax Revenue	\$259,371	\$232,342
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$1,984,914</b>	<b>\$1,784,131</b>
To the Public	<b>\$1,984,914</b>	<b>\$1,784,131</b>
Temporary Income Tax Revenue	\$50,331	\$50,331
Ongoing Income Tax Revenue	\$1,667,383	\$1,493,628
Temporary Jobs - Sales Tax Revenue	\$7,829	\$7,829
Ongoing Jobs - Sales Tax Revenue	\$259,371	\$232,342
<b>Total Benefits to State &amp; Region</b>	<b>\$40,423,536</b>	<b>\$36,334,513</b>

### Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$34,550,382	\$152,236	227:1
State	\$1,784,131	\$152,236	12:1
<b>Grand Total</b>	<b>\$36,334,513</b>	<b>\$304,471</b>	<b>119:1</b>

\*Discounted at 2%

### Additional Comments from IDA

0

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

Yes



*Motion By:* \_\_\_\_\_  
*Seconded By:* \_\_\_\_\_

RESOLUTION  
(Pfisterer North America, Inc. Project)  
OSC Code: 2602-23-023A

A regular meeting of the County of Monroe Industrial Development Agency (the "Agency"), was held at the Agency's Offices located at 50 West Main Street, Rochester, New York 14614, on September 26, 2023, at 12:00 p.m.

After the meeting had been duly called to order, the Chair announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain Project more particularly described below.

RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON SEPTEMBER 21, 2023, WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW) BEING UNDERTAKEN BY PFISTERER NORTH AMERICA, INC., OR A RELATED ENTITY FORMED OR TO BE FORMED (COLLECTIVELY, THE "COMPANY"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF SALES AND USE TAX EXEMPTIONS FOR PURCHASES AND RENTALS RELATED TO THE UNDERTAKING OF THE PROJECT; AND (iv) AUTHORIZING THE EXECUTION AND DELIVERY OF A PROJECT AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 55 of the Laws of 1972 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, **PFISTERER NORTH AMERICA, INC.**, a corporation, for itself or an entity formed or to be formed (collectively, the "Company") has requested that the Agency assist with a certain Project (the "Project"), consisting of: (A) the renovation and modernization of an approximately 50,000± square-foot portion of an existing approximately 92,600± square-foot building known as Building 8 in the Rochester Tech Park, 2992 Innovation Way in the Town of Gates, New York 14624, including, but not limited to, the renovation of factory space to prepare for the installation of state-of-the-art milling equipment and the latest high-voltage testing equipment; the renovation of office space; and the creation of a new state-of-the-art training center (collectively, the "Improvements"); and (B) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with the Improvements, the "Facility"); all for use by the Company to expand its North American manufacturing of medium- and high-voltage connectors and high-voltage jumper cables for growing the offshore wind generation market along the eastern seaboard of the United States; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to Section 859-a of the Act, on Thursday, September 21, 2023, at 11:30 a.m., local time, in the Supervisor's Conference Room at the Gates Town Hall, 1605 Buffalo Road, Rochester, New York 14624, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance (as defined below) being contemplated by the Agency, whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views; and

WHEREAS, it is contemplated that the Agency will (i) negotiate a project agreement (the "Project Agreement"), pursuant to which the Agency will appoint the Company as its agent for the purpose of undertaking the Project and (ii) provide financial assistance (the "Financial Assistance") to the Company in the form of sales and use tax exemptions for purchases and rentals related to the renovation and equipping of the Facility; and

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

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development Agency 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 and other correspondence submitted by the Company to the Agency, 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) The Project constitutes a "project", as such term is defined in the Act; and

(c) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purpose of undertaking the Project; and

(d) The action to be taken by the Agency will induce the Company to undertake the Project, thereby increasing employment opportunities in Monroe County 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 civic, 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 Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

(f) Pursuant to SEQRA, the Project constitutes a "Type II Action" as said term is defined in SEQRA, and therefore no further action is required to be taken under SEQRA.

Section 2. The Agency hereby approves the cost/benefit report submitted by the Company listing the proposed cost/benefits of the Project.

Section 3. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the renovation and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency to renovate and equip the Facility, and such appointment includes the following activities as they relate to the renovation, completion, use, repair and maintenance of the Improvements and the purchase, use, lease, placement, installation, repair, maintenance and replacement of the Equipment, whether or not any materials or supplies described below are incorporated into or become an integral part of the Improvements or the Equipment: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with renovating, equipping, repairing and maintaining the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with renovating, equipping, repairing and maintaining the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Improvements or the Equipment, including all repairs, maintenance and replacement of all such property. Said agents are authorized to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agents for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf. As agent of the Agency, the Company is authorized to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses; provided, however, the Project Agreement shall expire on **December 31, 2024** (unless extended for good cause by the Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency).

Section 4. Based upon the representation and warranties made by the Company in its application for financial assistance, the Agency hereby authorizes and approves (i) the Company as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount up to **\$3,805,892**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$304,471**. The Agency agrees to consider any requests by the Company for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

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

Section 6. The Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to negotiate the Project Agreement, pursuant to which the Agency will appoint the Company as its agent for the purpose of undertaking the Project.

Section 7. The Executive Director, Deputy Director, Chairman or Vice Chairman 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 such Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency 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 8. This resolution shall take effect immediately.

*[Remainder of Page Intentionally Left Blank]*

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

	<u><i>Yea</i></u>	<u><i>Nay</i></u>	<u><i>Absent</i></u>	<u><i>Abstain</i></u>
Jay Popli				
Troy Milne				
Lisa Bolzner				
Joseph Alloco				
Rhett King				
Norman Jones				
Ann L. Burr				

The Resolutions were thereupon duly adopted.

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

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on September 26, 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 resolutions 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 public notice of the time and place of said meeting was duly given to the public and the news media in accordance with Sections 103 and 104 of the New York Public Officers Law (Open Meetings Law) that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 26<sup>th</sup> day of September, 2023.

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Ana J. Liss, Executive Director



## 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](http://www.monroecountybusiness.org/application).

Please send completed application via email to [EconomicDevelopment@monroecounty.gov](mailto: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 Information

Name: PFISTERER North America, Inc.  
Address: 130 Gilbert Street  
City/State/Zip: Leroy, NY 14482  
Tax Id No.: 46-3162213  
Contact Name: Marcus Horn  
Title: President  
Telephone: 905 407-8124  
E-Mail: [marcus.horn@pfisterer.com](mailto:marcus.horn@pfisterer.com)

#### B. Applicant's Legal Counsel

Name: Dave Reed  
Firm: HodgsonRuss LLP  
Address: 140 Pearl Street Suite 100  
City/State/Zip: Buffalo, NY 14202  
Telephone: 716-856-4000  
Email: [DReed@hodgsonruss.com](mailto:DReed@hodgsonruss.com)

#### C. Owners of Applicant Company (must total 100%). If an LLC, LP or similar, all members/partners must be listed

Name	%	Corporate Title
PFISTERER Holding AG	100	Parent Company
	%	
	%	
	%	
	%	
	%	
	%	
	%	
	%	
	%	
	%	
	%	

## II. PROJECT

### A. Address of proposed project facility

Address: 2292 Innovation Way Bldg. 8

Tax Map Parcel Number: 118.10-1-4

City/Town/Village: Rochester

School District: Gates-Chili

Zip: 14624

Current Legal Owner of Property:

Tech Park Owner, LLC

### B. Benefits Requested (Check all that apply)

- ☒ Sales Tax Exemption
- ☐ Mortgage Recording Tax Exemption
- ☐ Real Property Tax Abatement
- ☐ Industrial Revenue Bond Financing

### C. Description of project (check all that apply)

- ☐ New Construction
- ☒ Existing Facility
- ☐ Acquisition
- ☐ Expansion
- ☒ Renovation/Modernization
- ☒ Acquisition of machinery/equipment
- ☐ Other (specify) \_\_\_\_\_

### D. Proposed User(s)/Tenant(s) of the Facility

If there are multiple Users/Tenants, please attach additional pages.

Are the user and owner related entities? ☐ Yes ☒ No

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Tax ID No: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

% of facility to be occupied by user/tenant \_\_\_\_\_

### E. Owners of User/Tenant Company (must total 100%)

If an LLC, LP or similar, all members/partners must be listed

Name	%	Corporate Title
_____	____%	_____
_____	____%	_____
_____	____%	_____
_____	____%	_____

### F. Project Timeline

Proposed Date of Acquisition: 10/1/23

Proposed Commencement Date of Construction: 10/2/23

Anticipated Completion Date: 6/30/24

### G. Contractor(s)

tbd



## II. PROJECT (cont'd)

- H. Would the project be undertaken without financial assistance from the Agency? ☐ Yes ☒ No

Please explain why financial assistance is necessary.

PFISTERER is a 100 year-old family-owned company that is just coming out of a period of severe restructuring due to some bad investments about 8 years ago. At the same time, interest rates have risen considerably, and the cost of borrowing is high. PFISTERER will struggle to attract the financing required at a competitive rate without assistance and incentives and would have to reduce the scope of its investments, and thereby the associated job creation in Monroe County, without it.

- I. Are other facilities or related companies located within New York State?

☒ Yes ☐ No

Location:

130 Gilbert Street

Leroy, NY 14482

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:

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- J. 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)

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

335999  
NAICS Code: \_\_\_\_\_

PFISTERER North America, Inc. has seen its business volume in North America increase almost 12-fold over the past 8 years. For some product lines, North America has become the largest single market for PFISTERER. As a result, the Board of Directors has approved a North American expansion to manufacture products that are currently being manufactured in Europe including medium and high voltage connectors and high voltage jumper cables for the growing offshore wind generation market along the eastern seaboard of the United States. We recently offered our products for the Empire Wind project that is located in New York State.

This expansion will also include a new state of the art training center for our customers, including Southwire, Consolidated Edison of New York, Ameren, Westar, National Grid, 3M, Hitachi ABB, Eaton Corp, Siemens, and others, who are installing our products. We plan to renovate the factory space and offices of a 50,000 ft<sup>2</sup> building in the Rochester Technology Park to prepare for the installation of state-of-the-art CNC milling equipment, the latest in high voltage testing equipment for the offshore wind market alongside the aforementioned training center. The project will allow for job retention and growth in Western New York.

PFISTERER has an existing manufacturing operation in LeRoy, NY (a spin-off from Lapp insulators) that employs some 15 people and the plan is to keep this operation running in parallel.

### 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.

☐ **Local Tax Jurisdiction Sponsored PILOT**

☒ **NO PROPERTY TAX ABATEMENT IS SOUGHT FOR THIS PROJECT**

#### IV. APPLICANT PROJECT COSTS

- A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement and/or equipment of the project by the APPLICANT.

##### Building Construction or Renovation

- a. Materials a. \$ 305,892  
b. Labor b. \$ 366,140

##### Site Work

- c. Materials c. \$ \_\_\_\_\_  
d. Labor d. \$ \_\_\_\_\_  
e. Non-Manufacturing Equipment e. \$ 160,000  
f. Manufacturing Equipment f. \$ 3,200,000  
g. Equipment Furniture and Fixtures g. \$ 140,000  
h. Land and/or Building Purchase h. \$ 0  
i. Soft Costs (Legal, Architect, Engineering) i. \$ \_\_\_\_\_  
Other (specify) j. Legal j. \$ 15,000  
k. \_\_\_\_\_ k. \$ \_\_\_\_\_  
l. \_\_\_\_\_ l. \$ \_\_\_\_\_  
m. \_\_\_\_\_ m. \$ \_\_\_\_\_

**Total Project Costs** \$ 4,187,032  
(must equal Total Sources)

- B. Sources of Funds for Project Costs:

- a. Tax-Exempt Industrial Revenue Bond a. \$ \_\_\_\_\_  
b. Taxable Industrial Revenue Bond b. \$ \_\_\_\_\_  
c. Bank Financing c. \$ \_\_\_\_\_  
d. Public Sources d. \$ \_\_\_\_\_

Identify each state and federal grant/credit

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_

- e. Equity \$ 4,187,032

**TOTAL SOURCES** \$ 4,187,032  
(must equal Total Project Costs)

- C. Has the applicant made any arrangements for the financing of this project

☒ Yes ☐ No

If yes, please specify bank, underwriter, etc.

Parent Company Financing

#### V. COMPLETE FOR EACH USER/TENANT THAT IS SEEKING SALES TAX EXEMPTIONS USER(S)/TENANT(S) PROJECT COSTS

Use additional sheets as necessary

Company Name \_\_\_\_\_

- A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement, and/or equipping of the project by the user(s)/tenant(s) for which a sales tax exemption is requested.

Estimated Costs Eligible for Sales Tax Exemption Benefit

- a. Materials a. \$ \_\_\_\_\_  
b. Labor b. \$ \_\_\_\_\_  
c. Non-Manufacturing Equipment c. \$ \_\_\_\_\_  
d. Manufacturing Equipment d. \$ \_\_\_\_\_  
e. Furniture and Fixtures e. \$ \_\_\_\_\_  
Other (specify): f. \_\_\_\_\_ f. \$ \_\_\_\_\_

g. \_\_\_\_\_ g. \$ \_\_\_\_\_

h. \_\_\_\_\_ h. \$ \_\_\_\_\_

i. \_\_\_\_\_ i. \$ \_\_\_\_\_

**Total Project Costs** \$ \_\_\_\_\_

**Value of Incentives**  
**PFISTERER North America, Inc.**

**A. IDA PILOT Benefits:**

Current Assessment	
Value of New Construction & Renovation Costs	
Estimated New Assessed Value Subject to IDA	\$0
Current Taxes	\$0
Current Taxes Escalator	2%
PILOT Terms - Years	10
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:	\$304,471
Estimated duration of ST exemption:	12/31/2024

**C. Mortgage Recording Tax Exemption (MRTE) Benefit:**

Estimated Value of MRTE:	\$0
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**D. Industrial Revenue Bond Benefit**

IRB inducement amount:	\$0
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**E. Percentage of Project Costs financed from Public Sector sources:**

Total Value of Incentives:	\$304,471
Project Construction Costs:	\$4,187,032
	7.27%

**PILOT Schedule**

PILOT Year	% Abatement	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT Amount	Full Tax Payment w/o PILOT***	Net Exemption**
	<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
1	90%	\$0	\$0	\$0	\$0	\$0	\$0
2	80%	\$0	\$0	\$0	\$0	\$0	\$0
3	70%	\$0	\$0	\$0	\$0	\$0	\$0
4	60%	\$0	\$0	\$0	\$0	\$0	\$0
5	50%	\$0	\$0	\$0	\$0	\$0	\$0
6	40%	\$0	\$0	\$0	\$0	\$0	\$0
7	30%	\$0	\$0	\$0	\$0	\$0	\$0
8	20%	\$0	\$0	\$0	\$0	\$0	\$0
9	10%	\$0	\$0	\$0	\$0	\$0	\$0
10	0%	\$0	\$0	\$0	\$0	\$0	\$0

## VII. PROJECTED EMPLOYMENT

Complete for each Applicant or User/Tenant

Company Name: PFISTERER North America, Inc.

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 <b>RETAINED</b>	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be <b>CREATED</b> upon THREE Years after Project completion	Estimate number of residents of the Labor Market Area in which the Project is located that will fill the FTE and PTE jobs to be created upon THREE Years after Project Completion **
Full time (FTE)	0	0	27	27
Part Time (PTE)	0	0	0	0
Total	0	0	27	27

\*\* 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:**

PFISTERER North America, Inc.

**Company Name** \_\_\_\_\_

**Applicant:** ☒ **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.

MG

### **100% Local Labor**

Initial

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.**

MG

### **Local Labor Market**

Initial

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.

MG

### **Bid Processing**

Initial

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.

MG

### **Monitoring**

Initial

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:

1. 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.

MG

**Signage**

Initial

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.

MG

**Exemption Process**

Initial

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

- 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.

PFISTERER North America, Inc

(APPLICANT COMPANY)

michael.

graham@pfisterer.com

rer.com

Digitally signed by: michael.  
graham@pfisterer.com  
DN: CN = michael,  
graham@pfisterer.com  
Date: 2023.08.23 15:57:55 -  
04'00'

VP of Finance

8/23/2023

Signature

, Title

Date

(TENANT COMPANY)

Signature

, Title

Date




## IX. FEES

Transaction Type	Fees
Lease/Leaseback including any/all of the following: 1. PILOT Agreement 2. Sales and Tax Exemption* 3. Mortgage Tax Exemption	Application Fee: Non-refundable \$350.00 IDA Fee: 0.75% of the total project cost Legal Fee: 0.33% of the IDA fee. Minimum fee of \$4,000.
Sales Tax Exemption* and/or Mortgage Recording Tax Exemption	Application Fee: Non-refundable \$350.00 IDA Fee: 0.50% of the total project cost Legal Fee: 0.33% 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 with Lease/Leaseback Including any/all of the following: 1. PILOT Agreement 2. Sales Tax Exemption* 3. Mortgage Tax Exemption	Application fee: Non-refundable \$350 IDA Fee: 1.25% of the total project cost Legal Fee: 0.33% of 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 IDA Fee: 1.00% of the total project cost Legal fee: 0.33% 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.

PFISTERER North America, Inc.

 (APPLICANT COMPANY)  
 Digitally signed by: michael.  
 graham@pfisterer.com  
 DN: CN = michael.  
 graham@pfisterer.com  
 Date: 2023.08.23 15:58:50 -  
 04'00'

VP of Finance

8/23/2023

Signature

, Title

Date

(TENANT COMPANY)

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.
- C. 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. Compliance with Applicable Laws: 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. False and Misleading Information: 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. Pay Equity: 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

PFISTERER North America, Inc.

Digitally signed by michael.  
 michael.graham@pfisterer.com  
 DN: CN = michael.  
 michael.graham@pfisterer.com  
 Date: 2023.08.23 16:01:50 -0400

VP of Finance +

8/23/23

+

Signature

, Title

Date

### TENANT COMPANY

Signature

, Title

Date



## APPLICATION SUMMARY

**DATE:** September 26, 2023

**APPLICANT:**

Horseshoe Solar Energy LLC  
123 S. Cayuga St., Suite 201  
Ithaca, NY 14850

**PROJECT LOCATION:**

Various  
Rochester, NY 14605

**PROJECT SUMMARY:**

Horseshoe Solar Energy LLC is proposing the development of a 180 megawatt solar photovoltaic electric generation facility throughout Monroe and Livingston counties. Approximately 8.4 MW of the facility will be in Monroe County. Horseshoe Solar Energy's parent company, Invenergy LLC is North America's largest, independent, privately held renewable energy provider. This project will be subject to prevailing wage due to 224-d of the New York State Labor Law. The Town of Rush, the Rush-Henrietta School District and Monroe County have asked the IDA to provide the PILOT agreement. The applicant is seeking approval of a real property tax abatement, sales and mortgage recording tax exemptions on the \$33,417,283 Monroe County portion of the project. The entire project cost is \$422,526,066. The cost benefit ratio is 10:1.

**PROJECT AMOUNT:**

\$33,417,283  
\$1,517,585 Sales Tax Exemption  
\$125,315 Mortgage Recording Tax Exemption

**JOBS: EXISTING:**

**NEW:**

**REQUIREMENT:**

0	FTEs
3.5	FTEs (Total Project)
1	FTEs

**PUBLIC HEARING DATE:**

September 21, 2023

**BENEFIT TO INCENTIVE RATIO:**

10:1

**SEQR:**

REVIEWED AND PROCESS IS COMPLETE.

**ELIGIBILITY:**

RENEWABLE ENERGY

**APPROVED PURPOSE:**

COMMUNITY DEVELOPMENT

# Monroe County Industrial Development Agency

## MRB Cost Benefit Calculator

Date September 26, 2023  
 Project Title Horseshoe Solar Energy LLC  
 Project Location Various, Rush NY



## Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

### Project Total Investment

\$33,417,283

### Temporary (Construction)

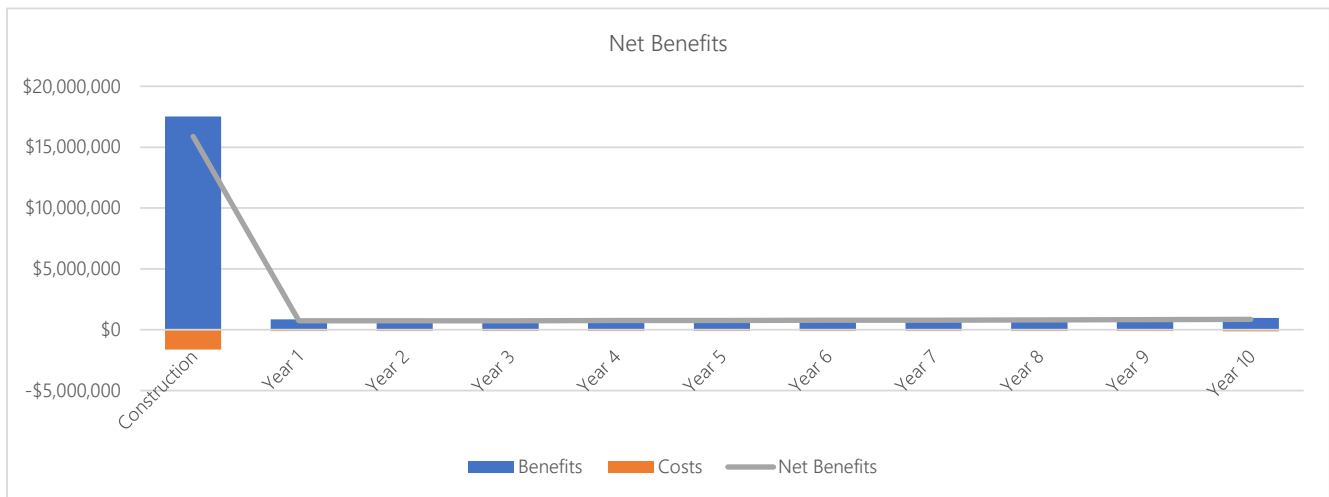
	Direct	Indirect	Total
Jobs	111	92	204
Earnings	\$11,191,276	\$5,354,956	\$16,546,232
Local Spend	\$26,733,826	\$15,910,965	\$42,644,791

### Ongoing (Operations)

Aggregate over life of the PILOT

	Direct	Indirect	Total
Jobs	4	14	18
Earnings	\$9,870,388	\$15,811,221	\$25,681,609

Figure 1



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

Figure 2

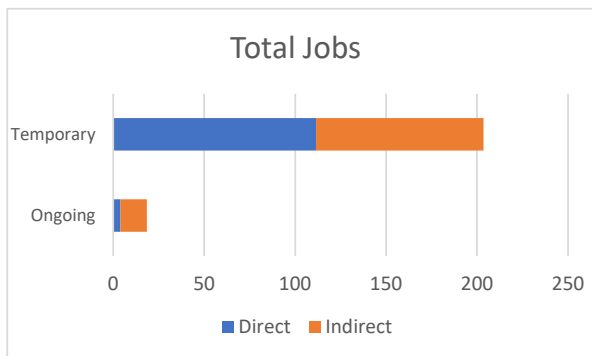
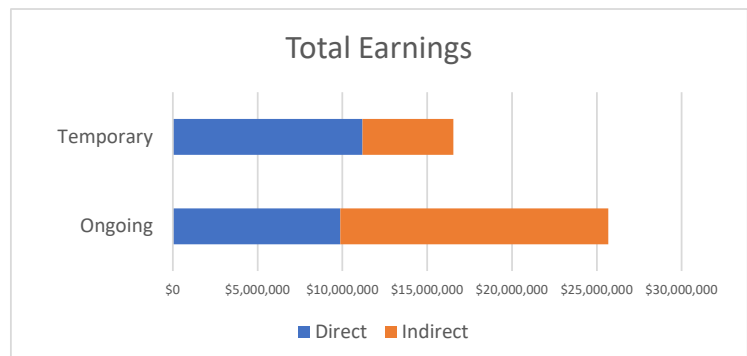


Figure 3



## Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

### Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$3,293,409	\$2,437,479
Sales Tax Exemption	\$1,517,585	\$1,517,585
Local Sales Tax Exemption	\$758,793	\$758,793
State Sales Tax Exemption	\$758,793	\$758,793
Mortgage Recording Tax Exemption	\$125,315	\$125,315
Local Mortgage Recording Tax Exemption	\$41,772	\$41,772
State Mortgage Recording Tax Exemption	\$83,543	\$83,543
<b>Total Costs</b>	<b>\$4,936,309</b>	<b>\$4,080,379</b>

### State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$41,145,277</b>	<b>\$35,407,011</b>
To Private Individuals	\$42,227,841	\$36,208,131
Temporary Payroll	\$16,546,232	\$16,546,232
Ongoing Payroll	\$25,681,609	\$19,661,899
Other Payments to Private Individuals	\$0	\$0
To the Public	(\$1,082,564)	(\$801,120)
Increase in Property Tax Revenue	(\$1,378,159)	(\$1,054,576)
Temporary Jobs - Sales Tax Revenue	\$115,824	\$115,824
Ongoing Jobs - Sales Tax Revenue	\$179,771	\$137,633
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$2,195,848</b>	<b>\$1,882,823</b>
To the Public	\$2,195,848	\$1,882,823
Temporary Income Tax Revenue	\$744,580	\$744,580
Ongoing Income Tax Revenue	\$1,155,672	\$884,785
Temporary Jobs - Sales Tax Revenue	\$115,824	\$115,824
Ongoing Jobs - Sales Tax Revenue	\$179,771	\$137,633
<b>Total Benefits to State &amp; Region</b>	<b>\$43,341,125</b>	<b>\$37,289,834</b>

### Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$35,407,011	\$3,238,043	11:1
State	\$1,882,823	\$842,336	2:1
<b>Grand Total</b>	<b>\$37,289,834</b>	<b>\$4,080,379</b>	<b>9:1</b>

\*Discounted at 2%

### Additional Comments from IDA

0

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

Yes

**Motion By:** \_\_\_\_\_  
**Seconded By:** \_\_\_\_\_

**RESOLUTION**  
 (Horseshoe Solar Energy LLC Project)  
 OSC Code 2602-23-018A

A regular meeting of the County of Monroe Industrial Development Agency (the "Agency"), was held at the Agency's Offices, 50 West Main Street, Rochester, New York 14614, on September 26, 2023 at 12:00 p.m.

After the meeting had been duly called to order, the Chair announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain Project more particularly described below.

RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON SEPTEMBER 21, 2023, WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW) BEING UNDERTAKEN BY HORSESHOE SOLAR ENERGY LLC, OR A RELATED ENTITY FORMED OR TO BE FORMED (COLLECTIVELY, THE "COMPANY"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT; (B) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION FOR FINANCING RELATED TO THE PROJECT, AND (C) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A PAYMENT-IN-LIEU-OF-TAX AGREEMENT ("PILOT AGREEMENT"); AND (V) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, PILOT AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 55 of the Laws of 1972 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, **HORSESHOE SOLAR ENERGY LLC**, a Delaware limited liability company for itself or a related entity formed or to be formed (collectively, the "Company") has requested that the Agency assist with a certain Project (the "Project"), consisting of: (A) the acquisition of a leasehold interest in a portion of an aggregate approximately 553-acre parcel of land located on Golah Road, East River Road and Stull Road, all in the Town of Rush, New York 14543 and all other lands in the Town of Rush where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land"); (B)(i) planning, design, construction and operation of a 8.4MW 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 (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (collectively, the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to Section 859-a of the Act, on Thursday, September 21, 2023, at 10:00 a.m., local time, in the Meeting Room at the Rush Town Hall, 5977 East Henrietta Road, Rish, New York 14543, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance (as defined below) being contemplated by the Agency, whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views; and

WHEREAS, it is contemplated that the Agency will (i) negotiate a project agreement (the "Project Agreement"), pursuant to which the Agency will appoint the as its agent for the purpose of undertaking the Project, (ii) negotiate and enter into a lease agreement (the "Lease Agreement"), leaseback agreement (the "Leaseback Agreement") and payment-in-lieu-of-tax agreement (the "PILOT Agreement") with the Company and (iii) provide financial assistance (the "Financial Assistance") to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Facility, (b) a partial mortgage recording tax exemption for financing related to the Project and (c) a partial real property tax abatement structured through the PILOT Agreement; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the transactions contemplated by the lease of the Facility; and

WHEREAS, pursuant to Section 94-c of the New York State Executive Law and its implementing regulations (the "Code"), the Office of Renewable Energy Siting ("ORES") issued a certain siting permit on December 9, 2022 (the "Permit") to and for the benefit of the Company; and

WHEREAS, pursuant to Section 94-c(6)(a) of the Code, the Agency is not required to satisfy the applicable requirements set forth in the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"); and

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development Agency 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

and other correspondence submitted by the Company to the Agency, 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) The Facility constitutes a "project", as such term is defined in the Act; and

(c) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of undertaking the Project; and

(d) The action to be taken by the Agency will induce the Company to undertake the Project, thereby increasing employment opportunities in Monroe County 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 civic, 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 Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

(f) ORES has conducted a review of the Project pursuant to the Code and has issued the Permit to and for the benefit of the Company. The Agency, having reviewed the Permit and related materials, hereby acknowledges the Permit issued by ORES.

Section 2. The Agency hereby approves the cost/benefit report submitted by the Company listing the proposed cost/benefits of the Project.

Section 3. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency to acquire, construct and equip the Facility, and such appointment includes the following activities as they relate to the construction, erection, completion, use, repair and maintenance of the Improvements and the purchase, use, lease, placement, installation, repair, maintenance and replacement of the Equipment, whether or not any materials or supplies described below are incorporated into or become an integral part of the Improvements or the Equipment: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquiring, constructing, equipping, repairing and maintaining the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description in connection with acquiring, constructing, equipping,



repairing and maintaining the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Improvements, Land or the Equipment, including all repairs, maintenance and replacement of all such property. Said agents are authorized to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agents for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf. As agent of the Agency, the Company is authorized to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses; provided, however, the Project Agreement shall expire on **December 31, 2025** (unless extended for good cause by the Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency) if the Lease Agreement, Leaseback Agreement and PILOT Agreement contemplated have not been executed and delivered. The Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency are authorized and directed to execute and deliver to said agent an appropriate letter on Agency letterhead describing the authority granted under this resolution.

Section 4. Based upon the representation and warranties made by the Company in its application for financial assistance, the Agency hereby authorizes and approves (i) the Company as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount up to **\$18,969,814** which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$1,517,585**. The Agency agrees to consider any requests by the Company for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services; (ii) a mortgage (or mortgages), in connection with the financing of the Facility or portions thereof and including any refinancing thereof, securing an aggregate principal amount not to exceed **\$16,708,642**, resulting in a mortgage tax exemption not to exceed **\$125,315**; and (iii) a partial real property tax abatement.

Section 5. Pursuant to Section 875(3) of the New York General Municipal Law, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving sales and use tax exemption benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project,

shall (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 6. The form and substance of the Lease Agreement, the Leaseback Agreement and the PILOT Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 7. The Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to negotiate and execute (A) the Lease Agreement whereby the Company leases the Project to the Agency, (B) the related Leaseback Agreement conveying the Project back to the Company, and (C) the PILOT Agreement; provided, that, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project; and (ii) the terms of the PILOT Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 8. The Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance equipment and other personal property and related transactional costs (hereinafter, with the Lease Agreement, Leaseback Agreement and PILOT Agreement are collectively referred to as, the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency (if any) to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency shall approve, the execution thereof by the Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. The Executive Director, Deputy Director, Chairman or Vice Chairman 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 such Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 10. This resolution shall take effect immediately.

*[Remainder of Page Intentionally Left Blank]*

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

	<u><i>Yea</i></u>	<u><i>Nay</i></u>	<u><i>Absent</i></u>	<u><i>Abstain</i></u>
Jay Popli				
Troy Milne				
Lisa Bolzner				
Joseph Alloco				
Rhett King				
Norman Jones				
Ann L. Burr				

The Resolutions were thereupon duly adopted.

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

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on September 26, 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 resolutions 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 public notice of the time and place of said meeting was duly given to the public and the news media in accordance with Sections 103 and 104 of the New York Public Officers Law (Open Meetings Law) that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 26<sup>th</sup> day of September, 2023.

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Ana J. Liss, Executive Director



## 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](http://www.monroecountybusiness.org/application).

Please send completed application via email to [EconomicDevelopment@monroecounty.gov](mailto: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 Information

Name: Horseshoe Solar Energy LLC  
Address: 123 S. Cayuga St., Suite 201  
City/State/Zip: Ithaca, NY 14850  
Tax Id No.: 83-3585205  
Contact Name: Todd Knobbe  
Title: Senior Associate  
Telephone: 607-303-1057  
E-Mail: tknobbe@invenergy.com

#### B. Applicant's Legal Counsel

Name: Daniel Spitzer, Esq  
Firm: Hodgson Russ LLP  
Address: 140 Pearl Street, Suite 100  
City/State/Zip: Buffalo, NY 14202  
Telephone: 716-848-1420  
Email: DSpitzer@hodgsonruss.com

#### C. Owners of Applicant Company (must total 100%). If an LLC, LP or similar, all members/partners must be listed

Name	%	Corporate Title
Invenergy Solar Development North America LLC	100 %	Manager
	%	
	%	
	%	
	%	
	%	
	%	
	%	
	%	
	%	
	%	

## II. PROJECT

### A. Address of proposed project facility

Address: Various - see attached - Exhibit A

Tax Map Parcel Number: see attached - Exhibit A

City/Town/Village: Town of Rush

School District: Rush-Henrietta

Zip: see attached - Exhibit A

Current Legal Owner of Property:

see attached - Exhibit A

### B. Benefits Requested (Check all that apply)

- ☒ Sales Tax Exemption
- ☒ Mortgage Recording Tax Exemption
- ☒ Real Property Tax Abatement
- ☐ Industrial Revenue Bond Financing

### C. Description of project (check all that apply)

- ☒ New Construction
- ☐ Existing Facility
- ☐ Acquisition
- ☐ Expansion
- ☒ Renovation/Modernization Our current plans are to renovate an existing pole barn in connection with the project
- ☒ Acquisition of machinery/equipment
- ☐ Other (specify) \_\_\_\_\_

### D. Proposed User(s)/Tenant(s) of the Facility

If there are multiple Users/Tenants, please attach additional pages.

Are the user and owner related entities? ☐ Yes ☒ No See Exhibit A

Company Name: same as applicant

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Tax ID No: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

% of facility to be occupied by user/tenant \_\_\_\_\_

### E. Owners of User/Tenant Company (must total 100%)

If an LLC, LP or similar, all members/partners must be listed

Name	%	Corporate Title
<u>Same as Applicant</u>	<u>100 %</u>	<u>Manager</u>
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

### F. Project Timeline

Proposed Date of Acquisition: Completed

Proposed Commencement Date of Construction: 01/2024

Anticipated Completion Date: 12/2025

### G. Contractor(s)

To be determined

\_\_\_\_\_

## II. PROJECT (cont'd)

- H. Would the project be undertaken without financial assistance from the Agency? ☐ Yes ☒ No

Please explain why financial assistance is necessary.

Renewable projects like Horseshoe Solar routinely receive financial assistance from IDAs because a firmly established revenue model is paramount to obtaining the investment and financing required for construction. Large scale renewable energy systems are not financially viable absent financial assistance from Industrial Development Agencies. While there are some tax exemptions that already apply, such as the sales tax exemption on production equipment, absent significant assistance on the remaining sales tax cost, real property taxes, and mortgage recording tax, this project is not financially viable. Assistance has become more important due to significant recent cost increases in solar panels and project materials.

- I. Are other facilities or related companies located within New York State?

☒ Yes ☐ No

Location:

Marsh Hill Wind, Number 3 Wind, Orangeville Storage, Orangeville Wind, Sheldon Wind Farm, and numerous projects in development

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:

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- J. 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

This project is undergoing the 94-C permitting process, which exempts it from SEQR. A siting permit was issued by the Office of Renewable Energy Siting on 12/09/2022.



## **II.PROJECT (cont'd)**

### **K. DESCRIPTION OF THE PROJECT AND BACKGROUND ON USER(S) OF THE FACILITY**

NAICS Code: \_\_\_\_\_

The proposed Facility is a 180 megawatt (MW) solar photovoltaic electric generation facility comprised of approximately 600,000 panels mounted on tracking racks installed on land leased from private property owners. Approximately 8.4MW of the Facility will be in Monroe County. Facility components will include: the solar panels and panel racks; access roads; fencing and gates; an electrical-cable collection system connecting the panels' direct current to alternating current inverters, communication cables, and supporting electronics; a collection substation; an operation and maintenance (O&M) storage yard; and necessary electric interconnection facilities. During construction, the project will require one or more laydown yards. Power from the Facility will be delivered from the Facility's collection substation to a point of interconnection (POI) switchyard for delivery into the electric transmission system operated by Niagara Mohawk Power Corporation (d/b/a National Grid). The POI is planned to be at National Grid's 115-kV Golah Substation. Invenergy LLC is North America's largest independent, privately held renewable energy provider. Invenergy develops, owns and operates clean energy facilities in the United States, Canada, Latin America, Japan, and Europe including wind, solar, natural gas, and advanced energy storage facilities. Invenergy will own and service the project.

### 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.

☒ **Local Tax Jurisdiction Sponsored PILOT**

☐ **NO PROPERTY TAX ABATEMENT IS SOUGHT FOR THIS PROJECT**

#### IV. APPLICANT PROJECT COSTS

- A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement and/or equipment of the project by the APPLICANT.

##### Building Construction or Renovation

- a. Materials a. \$ 9,128,000  
b. Labor b. \$ 3,912,000

##### Site Work

- c. Materials c. \$ \_\_\_\_\_  
d. Labor d. \$ \_\_\_\_\_  
e. Non-Manufacturing Equipment e. \$ 3,861,840  
f. Manufacturing Equipment f. \$ 11,799,948  
g. Equipment Furniture and Fixtures g. \$ 80,000  
h. Land and/or Building Purchase h. \$ 1,250,000  
i. Soft Costs (Legal, Architect, Engineering) i. \$ 3,385,495  
Other (specify) j. \_\_\_\_\_ j. \$ \_\_\_\_\_  
k. \_\_\_\_\_ k. \$ \_\_\_\_\_  
l. \_\_\_\_\_ l. \$ \_\_\_\_\_  
m. \_\_\_\_\_ m. \$ \_\_\_\_\_

**Total Project Costs** \$ 33,417,283  
(must equal Total Sources)

- B. Sources of Funds for Project Costs:

- a. Tax-Exempt Industrial Revenue Bond a. \$ \_\_\_\_\_  
b. Taxable Industrial Revenue Bond b. \$ \_\_\_\_\_  
c. Bank Financing c. \$ 16,708,642  
d. Public Sources d. \$ \_\_\_\_\_

Identify each state and federal grant/credit

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_

- e. Equity \$ 16,708,642

**TOTAL SOURCES** \$ 33,417,283  
(must equal Total Project Costs)

- C. Has the applicant made any arrangements for the financing of this project

☐ Yes ☒ No

If yes, please specify bank, underwriter, etc.

The project plans to obtain financing.

#### V. COMPLETE FOR EACH USER/TENANT THAT IS SEEKING SALES TAX EXEMPTIONS USER(S)/TENANT(S) PROJECT COSTS

Use additional sheets as necessary

Company Name Horseshoe Solar Energy LLC

- A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement, and/or equipping of the project by the user(s)/tenant(s) for which a sales tax exemption is requested.

Estimated Costs Eligible for Sales Tax Exemption Benefit

- a. Materials a. \$ \_\_\_\_\_  
b. Labor b. \$ \_\_\_\_\_  
c. Non-Manufacturing Equipment c. \$ \_\_\_\_\_  
d. Manufacturing Equipment d. \$ \_\_\_\_\_  
e. Furniture and Fixtures e. \$ \_\_\_\_\_  
Other (specify): f. \_\_\_\_\_ f. \$ \_\_\_\_\_

g. \_\_\_\_\_ g. \$ \_\_\_\_\_

h. \_\_\_\_\_ h. \$ \_\_\_\_\_

i. \_\_\_\_\_ i. \$ \_\_\_\_\_

**Total Project Costs**

Please see Exhibit B.

\$ \_\_\_\_\_

**Value of Incentives**  
**Horseshoe Solar Energy LLC**

**A. IDA PILOT Benefits:**

Current Assessment	\$2,004,400
Value of New Construction & Renovation Costs	\$2,076,214
Estimated New Assessed Value Subject to IDA	\$4,080,614
Current Taxes	\$57,727
Current Taxes Escalator	2%
PILOT Terms - Years	25
County Tax rate/\$1,000	7.02000
Local Tax Rate* Tax Rate/\$1,000	3.11000
School Tax Rate /\$1,000	18.67000
Total Tax Rate	28.80000

**B. Sales Tax Exemption Benefit:**

Estimated value of Sales Tax exemption:	\$16,708,642
Estimated duration of ST exemption:	12/31/2025

**C. Mortgage Recording Tax Exemption (MRTE) Benefit:**

Estimated Value of MRTE:	\$125,315
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**D. Industrial Revenue Bond Benefit**

IRB inducement amount:	\$0
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**E. Percentage of Project Costs financed from Public Sector sources:**

Total Value of Incentives:	\$19,354,096
Project Construction Costs:	\$33,417,283
	57.92%

Year	Property Tax WITHOUT Project	Estimated PILOT	Property Tax on Full Assessment	Difference in Current vs. PILOT	Difference PILOT vs Full Taxes
1	\$57,727	\$14,700	\$117,522	-\$43,027	-\$102,822
2	\$58,881	\$14,994	\$119,872	-\$43,887	-\$104,878
3	\$60,059	\$15,294	\$122,270	-\$44,765	-\$106,976
4	\$61,260	\$15,600	\$124,715	-\$45,660	-\$109,115
5	\$62,485	\$15,912	\$127,209	-\$46,574	-\$111,297
6	\$63,735	\$16,230	\$129,753	-\$47,505	-\$113,523
7	\$65,010	\$16,555	\$132,349	-\$48,455	-\$115,794
8	\$66,310	\$16,886	\$134,995	-\$49,424	-\$118,110
9	\$67,636	\$17,223	\$137,695	-\$50,413	-\$120,472
10	\$68,989	\$17,568	\$140,449	-\$51,421	-\$122,881
11	\$70,368.55	\$17,919	\$143,258.28	-\$52,449	-\$125,339
12	\$71,775.92	\$18,278	\$146,123.44	-\$53,498	-\$127,846
13	\$73,211.44	\$18,643	\$149,045.91	-\$54,568	-\$130,403
14	\$74,675.67	\$19,016	\$152,026.83	-\$55,660	-\$133,011
15	\$76,169.18	\$19,396	\$155,067.37	-\$56,773	-\$135,671
16	\$77,692.56	\$19,784	\$158,168.71	-\$57,908	-\$138,384
17	\$79,246.42	\$20,180	\$161,332.09	-\$59,066	-\$141,152
18	\$80,831.34	\$20,584	\$164,558.73	-\$60,248	-\$143,975
19	\$82,447.97	\$20,995	\$167,849.90	-\$61,453	-\$146,855
20	\$84,096.93	\$21,415	\$171,206.90	-\$62,682	-\$149,792
21	\$85,778.87	\$21,843	\$174,631.04	-\$63,935	-\$152,788
22	\$87,494.45	\$22,280	\$178,123.66	-\$65,214	-\$155,843
23	\$89,244.34	\$22,726	\$181,686.13	-\$66,518	-\$158,960
24	\$91,029.22	\$23,180	\$185,319.86	-\$67,849	-\$162,139
25	\$92,849.81	\$23,644	\$189,026.25	-\$69,206	-\$165,382
Total	\$1,849,004	\$470,845	\$3,764,255	-\$1,378,159	-\$3,293,409
			Discounted->	-\$1,054,576	-\$2,520,139

## VII. PROJECTED EMPLOYMENT

Complete for each Applicant or User/Tenant

**Company Name:** Horseshoe Solar Energy 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 <b>RETAINED</b>	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be <b>CREATED</b> upon THREE Years after Project completion	Estimate number of residents of the Labor Market Area in which the Project is located that will fill the FTE and PTE jobs to be created upon THREE Years after Project Completion **
Full time (FTE)			3	3
Part Time (PTE)			0.5	0.5
Total	0	0	3.5	3.5

\*\* 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.

[Remainder of this Page Intentionally Left Blank]

## 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** Horseshoe Solar Energy LLC

**Applicant:** ☒ **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:

1. 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:

- 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.

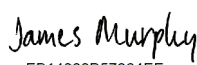
The foregoing terms have been read, reviewed and understood by the Applicant or User/Tenant and all appropriate personnel. Furthermore, the undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers 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.

Horseshoe Solar Energy LLC

(APPLICANT COMPANY)

(TENANT COMPANY)

DocuSigned by:  
  
 EB1488B57964EE...  
 Signature, Title, Date

Signature, Title, Date



## IX. FEES

Transaction Type	Fees
Lease/Leaseback including any/all of the following: 1. PILOT Agreement 2. Sales and Tax Exemption* 3. Mortgage Tax Exemption	Application Fee: Non-refundable \$350.00 IDA Fee: 0.75% of the total project cost Legal Fee: 0.33% of the IDA fee. Minimum fee of \$4,000.
Sales Tax Exemption* and/or Mortgage Recording Tax Exemption	Application Fee: Non-refundable \$350.00 IDA Fee: 0.50% of the total project cost Legal Fee: 0.33% 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 with Lease/Leaseback Including any/all of the following: 1. PILOT Agreement 2. Sales Tax Exemption* 3. Mortgage Tax Exemption	Application fee: Non-refundable \$350 IDA Fee: 1.25% of the total project cost Legal Fee: 0.33% of 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 IDA Fee: 1.00% of the total project cost Legal fee: 0.33% 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.

Horseshoe Solar Energy LLC

(APPLICANT COMPANY)

DocuSigned by:

*James Murphy*

Director 7/21/2023

EB14888B57964EE...

Signature

, Title

Date

(TENANT COMPANY)

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.
- C. 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. Compliance with Applicable Laws: 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. False and Misleading Information: 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. Pay Equity: 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

Horseshoe Solar Energy LLC

DocuSigned by:

James Murphy Director 7/21/2023  
 EB1488B57964EE...

Signature

, Title

Date

### TENANT COMPANY

Signature

, Title

Date

Landowner	Tax Map #	County	Recorded Acres	FMV	Agricultural Exemption	Solar Panels?
STOKOE 1812 INC	218.04-1-2	Monroe		27 \$ 68,600.00	Yes	No
STOKOE 1812 INC	218.04-1-3	Monroe		158.9 \$ 368,700.00	Yes	No
LEE P HETRICK	219.03-1-2	Monroe		2.35 \$ 143,500.00	No	No
LEE P HETRICK	219.03-1-3.111	Monroe		75.95 \$ 132,100.00	Yes	No
MOORE FAMILY FARM LLC	212.03-1-14.1	Monroe		191.2 \$ 345,600.00	Yes	Yes
RICHLAND RESOURCES LLC	225.02-1-3.1	Monroe		121.81 \$ 293,300.00	Yes	Yes
RICHLAND RESOURCES LLC	225.02-1-2	Monroe		23.1 \$ 77,100.00	Yes	No
THEODORE J KRENZER	219.01-1-1.1	Monroe		131 \$ 529,700.00	Yes	No

**Horseshoe Solar Energy LLC Project Costs**

<b>County Details</b>	<b>Total</b>	<b>Livingston County</b>	<b>Monroe County</b>
Mwac	180	171.6	8.4
% of project		95%	5%
O&M Building		0%	100%
Invenergy Switchyard Including Transformers		0%	100%

<b>Building Construction/Renovation</b>	<b>Total Cost</b>	<b>Livingston County</b>	<b>Monroe County</b>
Invenergy Switchyard Including Transformers	\$ 11,640,000.00	\$	11,640,000
O&M Building	1,400,000	\$	1,400,000
<b>Total Construction Costs</b>	<b>13,040,000</b>	<b>\$ -</b>	<b>\$ 13,040,000</b>

<b>Building Construction/Renovation Breakout</b>	<b>Livingston County</b>	<b>Monroe County</b>
Materials	9,128,000	\$ 9,128,000
Labor	3,912,000	\$ 3,912,000
<b>Total Building Costs</b>	<b>13,040,000</b>	<b>\$ 13,040,000</b>

<b>Site Work</b>	<b>Total</b>	<b>Livingston County</b>	<b>Monroe County</b>
Materials			\$ -
Labor			\$ -
Non-manufacturing Equipment	82,753,710	\$ 78,891,870	\$ 3,861,840
Manufacturing Equipment	252,856,029	\$ 241,056,081	\$ 11,799,948
Furniture & Fixtures	80,000		\$ 80,000
Land and/or Building Purchase	1,250,000		\$ 1,250,000
Soft Costs	72,546,327	\$ 69,160,832	\$ 3,385,495
<b>Total Site Work Costs</b>	<b>409,486,066</b>	<b>\$ 389,108,783</b>	<b>\$ 20,377,283</b>

<b>Project Total</b>	<b>Livingston</b>	<b>Monroe</b>
\$422,526,066	\$389,108,783	\$33,417,283

**From:** Cottrell, Brandon R. <bcottrel@hodgsonruss.com>  
**Sent:** Thursday, August 17, 2023 3:09 PM  
**To:** Rachel C. Baranello; Finnerty, Robin  
**Subject:** RE: Submission of COMIDA Application - Horseshoe Solar Energy LLC

CAUTION: This email originated from outside Monroe County systems. Exercise caution when opening attachments or clicking links, especially from unknown senders.

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\$1,750 per MW AC PILOT, increased 2% annually, to be split among the three taxing jurisdictions based on their respective tax rates. The Town, County, and School District have all signaled their support for this.

Thanks,  
Brandon

**Brandon R. Cottrell**  
Senior Associate  
Hodgson Russ LLP  
90 Linden Oaks, Suite 110  
Rochester, NY 14625  
Tel: 585.613.3938



[Twitter](#) | [LinkedIn](#) | [website](#) | [e-mail](#)

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**From:** Rachel C. Baranello <rbaranello@HarrisBeach.com>  
**Sent:** Thursday, August 17, 2023 12:31 PM  
**To:** Cottrell, Brandon R. <bcottrel@hodgsonruss.com>; Finnerty, Robin <RFinnerty@monroecounty.gov>  
**Subject:** RE: Submission of COMIDA Application - Horseshoe Solar Energy LLC

**External Email - Use Caution**

Brandon – we are reviewing the application. As a preliminary matter, we do not see anything in the application that describes the proposed PILOT Agreement. Namely, the per MW charge and how that will be distributed among the ATJs. That's the main issue with the application from my perspective at this point. We may have additional comments as well.

Thanks

**Rachel C. Baranello**  
Partner

99 Garnsey Road  
Pittsford, NY 14534  
585.419.8769 Direct  
607.423.6097 Mobile  
585.419.8801 Fax  
585.419.8800 Main



RUSH TOWN BOARD  
 UNAPPROVED DRAFT MINUTES  
 SPECIAL MEETING via ZOOM  
 July 19, 2023

# **RESOLUTION #161-2023**

## **A RESOLUTION AUTHORIZING THE EXECUTION OF A HOST COMMUNITY BENEFIT AGREEMENT AND ROAD USE AGREEMENT WITH HORSESHOE SOLAR ENERGY, LLC.**

Councilperson Corbin moved,

**WHEREAS**, Horseshoe Solar Energy, LLC (the "Company") has received from the New York State Office of Renewable Energy Siting ("ORES") a permit ("Siting Permit") to construct and operate a ground-mounted solar photovoltaic electric generating facility the Company is developing on various parcels of land located in the Town and in a neighboring town ("Project"); and.

**WHEREAS**, the Town has commenced a legal proceeding challenging the issuance of the Siting Permit and seeking an order annulling the Siting Permit and remanding the matter to the Siting Board for a full adjudicatory hearing on the issue of whether local laws might be properly waived, and whether the Siting Permit mitigates or avoids impacts on cultural and archaeological resources within the Town (the "Appeal"); and

**WHEREAS**, the Town and the Company have been engaged in good faith negotiations to determine whether they may be able to resolve issues concerning the Project and therefore discontinue the Appeal; and

**WHEREAS**, the Town and the Company have negotiated a proposed Host Community Benefit Agreement (the "HCA") and a proposed Road Use Agreement ("RUA") which the Town Board believes will address and/or mitigate as much as possible its concerns regarding the adverse impacts of the Project on the Town; and

**WHEREAS**, the Town Board public hearing on July 19, 2023 at 7:00 p.m. at the Rush Town Hall and all interested persons were permitted to speak on whether the Town should enter into the HCA and the RUA; and

**WHEREAS**, the Town Board believes that entering into the HCA and the RUA would be in the best interests of the Town, taking into account all of the considerations and the benefits from the HCA and the RUA and weighing them against the cost and potential outcomes of further litigation.

RUSH TOWN BOARD  
UNAPPROVED DRAFT MINUTES  
SPECIAL MEETING via ZOOM  
July 19, 2023

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Rush that:

1. The Town Supervisor is hereby authorized to execute the proposed HCA, subject to receipt of further positive assurances from the County, School District, and the IDA concerning the Company's proposed PILOT agreement, in a form to be approved by the Town's attorneys;
2. The Town Supervisor is hereby authorized to execute the proposed RUA, subject to receipt of further positive assurances from the County, School District, and the IDA concerning the Company's proposed PILOT agreement, in a form to be approved by the Town's attorneys;
3. The Town Supervisor is here authorized to execute any other document which may be reasonably necessary in order to effectuate the HCA or RUA;
4. In consideration for the Town's entering into the HCA and RUA, the Town's attorney on the Appeal, Benjamin E. Wisniewski, is authorized to dismiss and withdraw the Appeal, with prejudice, as may be provided in the HCA.

Councilperson Woolaver seconded the motion.

Roll Vote: Chase – aye; Corbin –aye; Morelli –aye; Woolaver –aye, Kusse -aye. Carried.

STATE OF NEW YORK )

MONROE COUNTY )ss.:

TOWN OF RUSH )

**TOWN CLERK CERTIFICATE**

This is to certify that I, Pamela J. Bucci, Town Clerk of the Town of Rush in the said County of Monroe, have compared the above copy of Resolution #161-2023 of Rush Town Board Special Meeting Minutes with the original now on file in this office, and that the same is a correct and true transcript of such original and the whole thereof.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Town this 2nd day of August, 2023.

Pamela J. Bucci

Pamela J. Bucci

Town Clerk of the Town of Rush

Monroe County, New York







## MODIFICATION SUMMARY

**DATE:** September 26, 2023

**APPLICANT:**

120 Marina Drive, LLC  
5138 W Ridge Road  
Spencerport, NY 14559

**PROJECT LOCATION:**

120 Marina Drive  
Rochester, NY 14626

**MODIFICATION REQUEST:**

120 Marina Drive, LLC, a real estate holding company, is constructing a new 22,000 sq. ft. building for DiPasquale Construction, Inc and other related entities in the Town of Greece. The project was approved by the board in June 2022 for mortgage recording tax exemption, sales tax exemption as well as a real property tax abatement. The applicant is requesting an increase in project costs of \$1,200,000 due to the increases in material and labor costs. The new sales tax exemption is not to exceed \$268,000. The total project cost is now \$6,100,000.

**PROJECT AMOUNT**

| <u>CURRENT</u> | <u>REQUESTED</u>   | <u>NEW TOTAL</u>   |
|----------------|--------------------|--------------------|
| \$4,900,000    | <b>\$1,200,000</b> | <b>\$6,100,000</b> |



**Motion By:** \_\_\_\_\_  
**Seconded By:** \_\_\_\_\_

RESOLUTION  
 (120 Marina Drive LLC Project)  
 OSC Code: 2602-22-020B

A regular meeting of the County of Monroe Industrial Development Agency (the "Agency"), was held at the Agency's Offices located at 50 West Main Street, Rochester, New York 14614, on September 26, 2023, at 12:00 p.m.

After the meeting had been duly called to order, the Chair announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain Project more particularly described below.

RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL  
 DEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING  
 ADDITIONAL FINANCIAL ASSISTANCE TO 120 MARINA DRIVE LLC  
 (THE "COMPANY") IN AMOUNTS EXCEEDING THE AMOUNTS  
 PREVIOUSLY APPROVED BY THE AGENCY; AND THE EXECUTION OF  
 RELATED DOCUMENTS.

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 55 of the Laws of 1972 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, by Resolution duly adopted on June 21, 2022 (the "Authorizing Resolution"), the Agency appointed **120 MARINA DRIVE LLC**, a New York limited liability company, for itself or an entity formed or to be formed (collectively, the "Company"), the true and lawful agent of the Agency to undertake a certain project (the "Project") consisting of: (A) the acquisition of a leasehold interest in an approximately 1.38-acre parcel of vacant land located at 120 Marina Drive in the Town of Greece, New York 14626 (the "Land"); (B) the construction on the Land of an approximately 22,000 square-foot two-story building, the first floor of which will be leased to commercial tenants and the second floor is to be occupied by DiPasquale Construction, Inc. and its related company, Garden Grove Construction Corp. (collectively, the "Improvements"); and (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, the Agency previously appointed the Company as its true and lawful agent to make purchases of goods and services relating to the Project that would otherwise be subject to New York State and local sales and use tax (the "Sales and Use Tax Exemption Benefits") in an amount up to \$2,693,200, which would result in New York State and local sales and use tax exemption benefits not to exceed \$215,456; and

WHEREAS, the Company, by the Project Modification Request, dated July 24, 2023, has requested the Agency approve the increase in purchases of goods and services relating to the Project that would otherwise be subject to New York State and local sales and use tax in an

amount up to \$3,350,000, which would result in New York State and local Sales and Use Tax Exemption Benefits not to exceed \$268,000 (as increased, the "Sales and Use Tax Exemption Benefits"); and

WHEREAS, the Agency desires to adopt a resolution authorizing (i) the increase in Sales and Use Tax Exemption Benefits; and (ii) the execution and delivery of any documents necessary and incidental thereto.

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development Agency as follows:

Section 1. Based upon the representation and warranties made by the Company in its request, the Agency hereby authorizes and approves the Company, as its agent, to continue to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use in an amount up to **\$3,350,000**, which result in New York State and local Sales and Use Tax Exemption Benefits not to exceed **\$268,000**. The Agency agrees to consider any requests by the Company for another extension or an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 2. The Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any agreements, documents or certificates necessary and incidental to providing the Company with the Sales and Use Tax Exemption Benefits and necessary to effectuate the above-described changes with respect to the Facility.

Section 3. The Executive Director, Deputy Director, Chairman or Vice Chairman 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 such Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency 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. This resolution shall take effect immediately.

*[Remainder of Page Intentionally Left Blank]*

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

|               | <u><i>Yea</i></u> | <u><i>Nay</i></u> | <u><i>Absent</i></u> | <u><i>Abstain</i></u> |
|---------------|-------------------|-------------------|----------------------|-----------------------|
|               |                   |                   |                      |                       |
| Jay Popli     |                   |                   |                      |                       |
| Troy Milne    |                   |                   |                      |                       |
| Lisa Bolzner  |                   |                   |                      |                       |
| Joseph Alloco |                   |                   |                      |                       |
| Rhett King    |                   |                   |                      |                       |
| Norman Jones  |                   |                   |                      |                       |
| Ann L. Burr   |                   |                   |                      |                       |

The Resolutions were thereupon duly adopted.

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

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on September 26, 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 resolutions 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 public notice of the time and place of said meeting was duly given to the public and the news media in accordance with Sections 103 and 104 of the New York Public Officers Law (Open Meetings Law) that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 26<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Ana J. Liss, Executive Director



|                  |                                                 |                |                     |
|------------------|-------------------------------------------------|----------------|---------------------|
| Applicant:       | <u>120 Marina Drive, LLC</u>                    |                |                     |
| Project Address: | <u>120 Marina Drive, Rochester, NY 14626</u>    |                |                     |
| Contact Name:    | <u>Jason Colline</u>                            |                |                     |
| Contact Company: | <u>120 Marina Drive, LLC</u>                    |                |                     |
| Contact Address: | <u>5138 W Ridge Road, Spencerport, NY 14559</u> |                |                     |
| Contact Email:   | <u>jcolline@dc-team.com</u>                     | Contact Phone: | <u>585-352-4418</u> |

|                              |           |           |                  |
|------------------------------|-----------|-----------|------------------|
| Employment in Monroe County: | <u>56</u> | <u>0</u>  | <u>7/14/2023</u> |
|                              | Full Time | Part Time | As of Date       |

**Modification Requested:** Check all that apply. (Attach additional page if necessary). Legal fees apply.  
 \*\*\*A substantial change in project costs or scope may require a new application.\*\*\*

☒ **Increase in Project Costs:** Must complete page 2. (If there is a significant change in Project Scope, an application will be required.)

**Assistance Requested:** Check all that apply.

☐ Property Tax Abatement
 ☐ Mortgage Tax Exemption
 ☒ Sales Tax Exemption

**Project Cost Information:** \$ 4,900,000      \$ 1,200,000      \$ 6,100,000  
 Original Project Cost      Increase in Project Costs      New Project Costs

---

☐ **Extend or Renew Sales Tax Exemption:** (If exemption date has expired, a \$350 fee applies.)

\_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_  
 Current Expiration Date      Requested Expiration Date      Amount of Exemptions Taken to Date

**Reason for Extension:**

---

☐ **New Tenant:** Include name, business description , and square feet to be occupied.

Applicant hereby represents that (i) it is not in default under any documents executed in connection with the Project being modified; (ii) Applicant will pay all applicable fees of the Agency and its counsel in connection with the modification of the Project.

Signed: Jason Colline      Digitally signed by Jason Colline      Date: 07/24/2023  
 Date: 2023.07.24 13:50:28 -04'00'

Print Name and Title: Jason E. Colline, Vice President

Staff Use Only:      2/20  
 Date Received: 7/24/23      Date of Original Approval: 6/24/22      New Code 2602 22 0208



## Project Modification Request - Page 2

Required when requesting an Increase in Project Costs

| <b>A. Applicant Project Costs</b>            | <b>Original/Current<br/>Approval</b> | <b>Requested Increase<br/>Modification</b> | <b>Revised<br/>Approval Requested</b> |
|----------------------------------------------|--------------------------------------|--------------------------------------------|---------------------------------------|
| <b>Building Construction or Renovation</b>   |                                      |                                            |                                       |
| a. Materials                                 | \$ 2,266,835                         | \$ 683,165                                 | \$ 2,950,000                          |
| b. Labor                                     | \$ 1,605,165                         | \$ 451,235                                 | \$ 2,056,400                          |
| <b>Site Work</b>                             |                                      |                                            |                                       |
| c. Materials                                 | \$ 326,365                           | \$ -76,365                                 | \$ 250,000                            |
| d. Labor                                     | \$ 123,635                           | \$ 76,365                                  | \$ 200,000                            |
| e. Non-Manufacturing Equipment               | \$ 0                                 | \$ 0                                       | \$ 0                                  |
| f. Furniture & Fixtures                      | \$ 100,000                           | \$ 50,000                                  | \$ 150,000                            |
| g. Land and/or Building Purchase             | \$ 400,000                           | \$ 0                                       | \$ 400,000                            |
| h. Manufacturing Equipment                   | \$ 0                                 | \$ 0                                       | \$ 0                                  |
| i. Soft Costs (Legal, Architect, Engineer)   | \$ 0                                 | \$ 0                                       | \$ 0                                  |
| <b>Other Costs (specify)</b>                 |                                      |                                            |                                       |
| j. Legal                                     | \$ 8,000                             | \$ 9,800                                   | \$ 17,800                             |
| k. Architectural                             | \$ 45,000                            | \$ 0                                       | \$ 45,000                             |
| l. M.E.P.                                    | \$ 15,000                            | \$ 0                                       | \$ 15,000                             |
| m. Civil                                     | \$ 10,000                            | \$ 5,800                                   | \$ 15,800                             |
| <b>Total Project Costs</b>                   | <b>\$ 4,900,000</b>                  | <b>\$ 1,200,000</b>                        | <b>\$ 6,100,000</b>                   |
| <b>Sources of Funds for Project Costs</b>    |                                      |                                            |                                       |
| a. Tax Exempt Industrial Revenue Bond        | \$ 0                                 | \$ 0                                       | \$ 0                                  |
| b. Taxable Industrial Revenue Bond           | \$ 0                                 | \$ 0                                       | \$ 0                                  |
| c. Tax Exempt Civic Facility Bond            | \$ 0                                 | \$ 0                                       | \$ 0                                  |
| d. Bank Financing (subject to recording tax) | \$ 4,500,000                         | \$ -356,250                                | \$ 4,143,750                          |
| e. Public Sources                            | \$ 0                                 | \$ 0                                       | \$ 0                                  |
| f. Equity                                    | \$ 400,000                           | \$ 1,556,250                               | \$ 1,956,250                          |
| <b>Total Sources</b>                         | <b>\$ 4,900,000</b>                  | <b>\$ 1,200,000</b>                        | <b>\$ 6,100,000</b>                   |

**B. Reason for Increase:**

When we first completed the application, we did not have pricing from Subcontractors for the interior build-out of the 2nd and 3rd floors. We only had building shell estimates at that time. We used a 60/40 split to determine the "material" pricing on our initial application. We also did not have quotes for FFE at the time of the application. Now, the FFE has been quoted, and all contracts/PO have been written; we have an accurate "material" cost. We also increased the scope of work, which has increased the overall budget.

**C. Amount of Sale Tax Exemptions Taken to Date: \$ 2,575,616.00**

(\$206,049 exemptions)



## MODIFICATION SUMMARY

**DATE:** September 26, 2023

**APPLICANT:**

36 West Main St LLC  
36 West Main Street, Suite 109  
Rochester, NY 14614

**PROJECT LOCATION:**

36 West Main Street, Suite 109  
Rochester, NY 14614

**MODIFICATION REQUEST:**

36 West Main St, LLC is renovating the Executive Building (formerly known as the Power Hotel) in the City of Rochester. The \$41.9 million project is projected to retain 187 FTEs and create 24 new FTEs. In July 2021, the applicant was approved for sales tax exemption and mortgage recording tax exemption. The applicant is requesting an extension of the sales tax exemption through December 31, 2026 due to construction delays.

**PROJECT AMOUNT**

CURRENT  
\$41,950,000

*Motion By:* \_\_\_\_\_  
*Seconded By:* \_\_\_\_\_

**RESOLUTION**  
 (36 West Main St., LLC Project)  
 OSC Code 2602-21-043B

A regular meeting of the County of Monroe Industrial Development Agency (the "Agency"), was held at the Agency's Offices located at 50 West Main Street, Rochester, New York 14614, on September 26, 2023, at 12:00 p.m.

After the meeting had been duly called to order, the Chair announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain Project more particularly described below.

RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING THE EXTENSION OF THE SALES AND USE TAX EXEMPTION BENEFITS (AS HEREINAFTER DEFINED) GRANTED TO 36 WEST MAIN ST., LLC (THE "COMPANY") THROUGH DECEMBER 31, 2026, AND THE EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 55 of the Laws of 1972 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, by Resolution duly adopted on June 21, 2021 (the "Authorizing Resolution"), the Agency appointed **36 West Main St., LLC**, a New York limited liability company, for itself or an entity formed or to be formed (collectively, the "Company"), the true and lawful agent of the Agency to undertake a certain project (the "Project") consisting of: (A) the acquisition of a leasehold interest in an approximately 0.70-acre parcel of land located at 28-42 West Main Street in the City of Rochester, New York 14614 (the "Land") together with the approximately 192,000 square-foot office building thereon (formerly the Powers Hotel) (the "Existing Improvements"); (B) the renovation of the long vacant commercial spaces within the Existing Improvements into mixed-use consisting of 132 apartments (30% of which will be affordable to households whose income is at or below 80% of the Monroe County median household income), 60,000 square-feet of commercial space plus additional amenities including, but not limited to, bulk storage space, bicycle garage, fitness center and tenant activity lounge (collectively, the "Improvements"); and (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with the Land, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, the Agency previously appointed the Company as its true and lawful agent to make purchases of goods and services relating to the Project that would otherwise be subject to New York State and local sales and use tax (the "Sales and Use Tax Exemption Benefits") through June 30, 2023; and



WHEREAS, the Company, pursuant to a certain Project Modification Request, dated August 25, 2023, has requested the Agency grant an extension to the Sales and Use Tax Exemption Benefits through December 31, 2026 due to construction delays; and

WHEREAS, the Agency desires to adopt a resolution authorizing the extension of Sales and Use Tax Exemption Benefits to the Company and the execution and delivery of any documents necessary and incidental thereto.

NOW, THEREFORE, BE IT RESOLVED by the County of Monroe Industrial Development Agency as follows:

Section 1. Based upon the representation and warranties made by the Company in its request, the Agency hereby authorizes and approves the Company, as its agent, to continue to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax through **December 31, 2026**. The Agency agrees to consider any requests by the Company for another extension or an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 2. The Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any agreements, documents or certificates necessary and incidental to providing the Company with the Sales and Use Tax Exemption Benefits.

Section 3. The Executive Director, Deputy Director, Chairman or Vice Chairman 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 such Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency 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. This resolution shall take effect immediately.

*[Remainder of Page Intentionally Left Blank]*

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

|               | <u><i>Yea</i></u> | <u><i>Nay</i></u> | <u><i>Absent</i></u> | <u><i>Abstain</i></u> |
|---------------|-------------------|-------------------|----------------------|-----------------------|
|               |                   |                   |                      |                       |
| Jay Popli     |                   |                   |                      |                       |
| Troy Milne    |                   |                   |                      |                       |
| Lisa Bolzner  |                   |                   |                      |                       |
| Joseph Alloco |                   |                   |                      |                       |
| Rhett King    |                   |                   |                      |                       |
| Norman Jones  |                   |                   |                      |                       |
| Ann L. Burr   |                   |                   |                      |                       |

The Resolutions were thereupon duly adopted.

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

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on September 26, 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 resolutions 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 public notice of the time and place of said meeting was duly given to the public and the news media in accordance with Sections 103 and 104 of the New York Public Officers Law (Open Meetings Law) that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 26<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Ana J. Liss, Executive Director





## MODIFICATION SUMMARY – PILOT Modification

**DATE:** September 26, 2023

**APPLICANT:**

The Marketplace  
1265 Scottsville Road  
Rochester, NY 14625

**PROJECT LOCATION:**

West Henrietta Road and Miracle Mile Drive  
Rochester, NY 14623

**ORIGINAL APPROVAL DATE:**

December 17, 2013

**MODIFICATION REQUEST:**

The Marketplace has requested that the Agency amend the PILOT Agreement payment schedule with respect to 2024 Town of Henrietta and Monroe County tax year and the 2023-2024 Rush-Henrietta Central School District tax year for the remaining parcels that comprise the Mall. The Town and School District have each granted their respective support for the Agency and the Marketplace to amend and modify the terms of the PILOT Agreement.

**Motion By:** \_\_\_\_\_  
**Seconded By:** \_\_\_\_\_

**RESOLUTION**  
 (The Marketplace Project)

A regular meeting of the County of Monroe Industrial Development Agency (the "Agency"), was held at the Agency's Offices located at 50 West Main Street, Rochester, New York 14614, on September 26, 2023, at 12:00 p.m.

After the meeting had been duly called to order, the Chair announced that among the purposes of the meeting was to consider and take action on certain matters more particularly described below.

RESOLUTION OF THE COUNTY OF MONROE INDUSTRIAL  
 DEVELOPMENT AGENCY AUTHORIZING THE MODIFICATION OF THE  
 EXISTING PAYMENT-IN-LIEU-OF-TAX AGREEMENT, DATED AS OF  
 FEBRUARY 1, 2014, BY AND BETWEEN THE AGENCY AND THE  
 MARKETPLACE WITH RESPECT TO THE PAYMENT SCHEDULE  
 THEREUNDER AND THE EXECUTION AND DELIVERY OF CERTAIN  
 DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 55 of the Laws of 1972 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, **THE MARKETPLACE** is the developer of an approximately 125.46 acres parcel of land (the "Land"), located in the Town of Henrietta (the "Town") leased to the Company by Hylan Enterprises, Inc., pursuant to a ground lease as described in a Memorandum of Lease recorded in the Monroe County Clerk's Office in Liber 4130 of Deeds, page 225; as amended by Memorandum of Lease recorded in Liber 4733 of Deeds, page 181, and a Memorandum of Lease recorded in Liber 4733 of Deeds, page 174, and has subleases on the Land with certain operating retail tenants;

WHEREAS, the Company and the Agency executed and delivered a Lease Agreement, a Leaseback Agreement (the "Original Lease and Leaseback") and Payment in Lieu of Tax Agreement ("Original PILOT Agreement"), each dated as of February 1, 2014, by and between the Agency and the Company;

WHEREAS, the Original Lease and Leaseback and the Original PILOT Agreement were each amended by that certain Amendment to Agreements, by and between the Agency and the Company, dated as of February 26, 2020 and recorded in the Monroe County Clerk's Office on February 28, 2020 in Liber 12316 of Deeds, at page 210, to remove from the Original PILOT Agreement the newly formed University of Rochester Parcel;

WHEREAS, the PILOT Agreement was further modified and amended by (i) that certain Modification of PILOT Benefits for 2018, dated as of February 1, 2018, which amended the PILOT Agreement payment schedule with respect to 2018 Town and Monroe County (the "County") tax year and the 2018-2019 School Main Mall and Macy's PILOT payments only, (ii)

that certain Modification of PILOT Benefits for 2019, dated as of January 1, 2019, which amended the PILOT Agreement payment schedule with respect to 2019 and 2020 Town and County tax years and the 2019-2020 School Main Mall and Macy's PILOT payments only, (iii) that certain Modification of PILOT Benefits to Remove Subdivided UR Parcel, dated as of February 26, 2020, (iv) that certain that certain Modification of PILOT Benefits for 2020, dated as of July 1, 2020, which amended the PILOT Agreement payment schedule with respect to the 2021 Town and County tax year and the 2020-2021 School tax year for the Main Mall and Macy's PILOT payments only, (v) that certain that certain Modification of PILOT Benefits for 2021, dated as of August 1, 2021, which amended the PILOT Agreement payment schedule with respect to the 2022 Town and County tax year and the 2021-2022 School tax year for the Main Mall and Macy's PILOT payments only, (vi) that certain Modification of PILOT Benefits for 2022-2023, dated as of August 1, 2022, which amended the PILOT Agreement payment schedule with respect to the 2022 Town and County tax year and the 2022-2023 School tax year, and (vii) that certain Modification of PILOT Benefits to Remove the Cornerstone Parcel, dated as of November 18, 2022 (as so amended and modified, the "PILOT Agreement"); and

WHEREAS, the Town and the Rush-Henrietta Central School District (the "School District") have each granted their respective support for the Agency and the Company to further amend and modify the terms of the PILOT Agreement to establish payment schedules for all remaining tax parcels through the balance of the term of the Original PILOT Agreement; and

WHEREAS, the Agency desires to amend the PILOT Agreement payment schedule with respect to 2024 Town and County tax year and the 2023-2024 School tax year and all future tax years through the balance of the term of the Original PILOT Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency to negotiate, execute and deliver any and all documents necessary to modify and amend the PILOT Agreement with respect to 2024 Town and County tax year and the 2023-2024 School tax year and all future tax years through the balance of the term of the Original PILOT Agreement.

Section 2. The Executive Director, Deputy Director, Chairman or Vice Chairman 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 such Executive Director, Deputy Director, Chairman or Vice Chairman of the Agency 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 3. These Resolutions shall take effect immediately.

*[Remainder of Page Intentionally Left Blank]*

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

|               | <u><i>Yea</i></u> | <u><i>Nay</i></u> | <u><i>Absent</i></u> | <u><i>Abstain</i></u> |
|---------------|-------------------|-------------------|----------------------|-----------------------|
|               |                   |                   |                      |                       |
| Jay Popli     |                   |                   |                      |                       |
| Troy Milne    |                   |                   |                      |                       |
| Lisa Bolzner  |                   |                   |                      |                       |
| Joseph Alloco |                   |                   |                      |                       |
| Rhett King    |                   |                   |                      |                       |
| Norman Jones  |                   |                   |                      |                       |
| Ann L. Burr   |                   |                   |                      |                       |

The Resolutions were thereupon duly adopted.



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

I, the undersigned Executive Director of the County of Monroe Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County of Monroe Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on September 26, 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 resolutions 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 public notice of the time and place of said meeting was duly given to the public and the news media in accordance with Sections 103 and 104 of the New York Public Officers Law (Open Meetings Law) that all members of the Agency had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 26<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Ana J. Liss, Executive Director

**THE MARKETPLACE  
1265 Scottsville Rd.  
Rochester, New York 14625  
(585) 464-9400**

August 24, 2023

County of Monroe Industrial Development Agency  
City Place Suite 1150  
50 W. Main Street  
Rochester, NY 14614

Attn: Ana J. Liss, Executive Director  
AnaLiss@monroecounty.gov

(Via Email)

Dear Ms. Liss:

As counsel to The Marketplace, I am requesting the County of Monroe Industrial Development Agency ("COMIDA") amend the existing Application, to modify the current Original PILOT and related lease and leaseback for the 2023/2024 school and tax years for the Marketplace Mall parcels per the below Pilot analysis.

|                                 |                | <b>PILOT</b>  |               |             |              |
|---------------------------------|----------------|---------------|---------------|-------------|--------------|
|                                 |                | 2023/2024     | 2024          | 2024        |              |
| <b>2023/2024 TAXES PROPOSED</b> | <b>Parcel</b>  | <b>School</b> | <b>County</b> | <b>Town</b> | <b>Total</b> |
| Main Mall                       | 161.12-1-1.111 | 216,860.00    | 89,880.00     | 13,720.00   | 320,460.00   |
| JCP                             | 161.12-1-1.1/A | 86,279.30     | 35,759.40     | 5,458.60    | 127,497.30   |
| MMPO                            | 161.12-1-1.1/B | 40,847.13     | 16,929.54     | 2,584.26    | 60,360.93    |
| BTMPM (D&B, Raceway)            | 161.12-1-1.1/D | 77,450.00     | 32,100.00     | 4,900.00    | 114,450.00   |
| BTMPM (F&S)                     | 161.12-1-1.1/E | 79,773.50     | 33,063.00     | 5,047.00    | 117,883.50   |
| Dick's                          | 161.12-1-1.1/G | 86,744.00     | 35,952.00     | 5,488.00    | 128,184.00   |
|                                 |                | 587,953.93    | 243,683.94    | 37,197.86   | 868,835.73   |

We are requesting that this modification be put on the September 19, 2023, COMIDA meeting agenda.

Thank you for your consideration and attention to this matter.

Sincerely,



Cecilia Bonaccio, Esq.

Senior Counsel

Cc Andrew Whitmore [AWhitmore@rhnet.org](mailto:AWhitmore@rhnet.org)

Steve Schultz, [sschultz@henrietta.org](mailto:sschultz@henrietta.org)

Rachel Baranello [rbaranello@harrisbeach.com](mailto:rbaranello@harrisbeach.com)

## REQUEST FOR SUPPORT APPLICATION

We are pleased to be able to collaborate with many innovative and impactful organizations throughout Monroe County to further community prosperity. Please fill in all information below to be considered for program support. For questions and applications submissions please email Allison Clark at [allisonclark@monroecounty.gov](mailto:allisonclark@monroecounty.gov) or call (585) 753-2006.

Organization/Program Name: Greater Rochester Enterprise - Economic Gardening  
 Contact Name: Matt Hurlbutt Contact Phone: 585-530-6208  
 Contact Email: Matt@Rochesterbiz.com Year program started: 2012  
 Address: 100 Chestnut Street, Suite 1910 City: Rochester State: NY Zip: 14604

### Please describe your program's mission and target audience. Use additional pages if necessary.

Greater Rochester Enterprise (GRE) is a not for profit corporation established to support business attraction and expansion, as well as entrepreneurship and innovation in Monroe County and the surrounding Greater Rochester, NY region.

GRE has worked with the National Center for Economic Gardening and local partners since 2012 to provide an Economic Gardening Program to accelerate the growth of second stage businesses.

Second stage companies are proven job creators. These privately held companies with \$1 million to \$50 million in revenue and 10 to 99 employees account for 15% of companies but 40% of the jobs in the Rochester, New York metropolitan statistical area. They have survived the start-up phase and generally have a small executive staff. The program helps CEOs accelerate their growth by providing them with technical assistance and the information necessary to make strategic decisions regarding new markets, new products, and services to increase revenue.

### What makes your program unique and how will it have an impact on the community in Monroe County?

The GRE Economic Gardening program fosters business growth by providing technical assistance to companies poised for growth and future expansion. These services include advanced, high-speed software and technical assistance to help small businesses identify qualified sales leads; facilitate targeted marketing using mapping technology; review innovation strategies to identify new markets; maximize the impact of social media; guide search engine optimization; and analyze employee temperament to strengthen management teams and leverage talent.

Since the COVID-19 pandemic, the GRE Economic Gardening program is even more critical to small businesses in Monroe County. The unique program can help companies breakout from the current economic crisis to identify new markets to grow revenue and increase profits, as outlined in the attached Economic Gardening Principles document.

### How do you plan to measure the success of your program? If this program has been active longer than one program year, please also attach past performance metrics.

Since 2012, the GRE Economic Gardening program has served 258 businesses, of which 177 have been in Monroe County.

Participating businesses have collectively realized more than \$775 million of increased revenue and 1,640 new jobs, according to executives who have completed the program. More importantly, 98% of CEOs would recommend the program.

In addition, seventeen GRE Economic Gardening companies were recognized among the 2022 Rochester Top 100 privately held companies, another indicator of the program's impact. Companies include: #11 Waste Harmonics, #14 Greenspark Solar, #32 Optimax, #37 Brite Computers, #39 Han-Tek, #51 EEP Quality, #54 Tiny Fish Printing, #56 OrCon Industries, #63 JN White, #67 Bristol ID Technologies, #72 Empire Precision Plastics, #73 Xenios/2Touch POS, #76 Indotronix Avani, #79 SWBR, #83 eHealth Technologies, #86 CETech, and #95 BioWorks.

### How is your program directly linked to job creation in Monroe County?

Many of the companies that participated in the GRE Economic Gardening program since 2012 have announced major expansions in Monroe County after program completion. Some examples of companies that have announced significant expansion projects are:

Aurora Machine: 30 new jobs, 40 jobs retained, \$10M investment  
 Bio-Optronics, Inc.: 2 new jobs, 67 jobs retained, \$200K investment  
 ComTec Solutions: 24 new jobs, 33 jobs retained, \$2.2M investment  
 Envative: 14 new jobs, 23 jobs retained, \$1.5M investment  
 Han-Tek, Inc.: 50 new jobs, 45 jobs retained, \$1M investment  
 INNEX Innovative Industries: 5 new jobs, 18 jobs retained, \$1.6M investment  
 RCare, Inc.: 10 new jobs, 10 retained jobs, \$1M investment  
 Sydor Optics: 10 new jobs, 84 retained jobs, \$7.5M investment  
 Vigneri Chocolate: 30 new jobs, 8 retained jobs, \$4M investment  
 VisualDX: 21 new jobs, 39 retained jobs, \$500K investment  
 Zweigle'2: 33 new jobs, 57 retained jobs, \$18.8M investment

### How does your program advance the job opportunities, health, general prosperity, and/or economic welfare of the people of Monroe County?

Past GRE Economic Gardening participants have experienced average revenue growth of 30%, thereby enabling these companies to add new jobs in Monroe County.

According to Melissa James-Geska, president of US Ceiling Corp: "The GRE Economic Gardening program brought Fortune 500 knowledge to my business. We learned perspectives on approaches to recruitment and new methods of marketing to clients."

Through the GRE Economic Gardening program, business leaders gain access to new markets, qualified sales leads, and marketing advice to spur business growth and job creation.

**Funding is limited, so applicants are encouraged to provide evidence of matching contributions from other sources.**

**Amount of funding requested:** \$50,000.00

### Please indicate how these dollars would be used as well as a copy of the operating budget.

GRE requests \$50,000 of support for the GRE Economic Gardening program.

Approximately \$34,000 of funding would provide strategic research information to help small businesses identify qualified sales leads; facilitate targeted marketing using mapping technology; review innovation strategies to identify new markets; maximize the impact of social media; guide search engine optimization; and analyze employee temperament to strengthen management teams and leverage talent on an hourly basis for 8 Monroe County companies. The average cost is \$4,284 per company.

Approximately \$16,000 of funding supports GRE professional business development staff support for program recruitment, enrollment, management, and ongoing follow up to support business growth and connection to local resources.



## WHY ECONOMIC GARDENING WORKS

Over the years we have had two reactions to Economic Gardening. First, professionals comment that it has more depth, richness, complexity and unexpected elements than one might have guessed on the front end. Many people come into the program thinking it will be a simple business assistance operation (business plans, financial ratios, etc.) to grow local businesses, and they have no idea they will be introduced to complex adaptive systems, commodity traps, Stage 2 companies, temperament, mechanical v. biological systems, public signals of volatility, sales windows, unconsolidated markets and the sophisticated tools like database research, GIS mapping, digital marketing competitor charts, listening posts and network mapping.

The second reaction is the appreciation of how consistently the program produces good outcomes at a very low cost. This is no accident. The high success rate of the program comes from a deep understanding of the economic forces at three scales in our economy: the nation, the community and the company. We based the program on these beliefs:

### THE NATIONAL ECONOMY

---

#### Free enterprise is a complex adaptive system

- Free enterprise was not designed; it is an emergent complex adaptive (biological) system with characteristic signatures.
- Among these are increasing returns and lock in (winners continue to win) and power laws (80/20 rules where a few account for much and many account for a little bit).
- The practical outcome of these signatures is that wealth tends to concentrate. It is a system characteristic, independent of people.
- Capital moves easily from one opportunity to another, and thus gets first call on value created.

#### Commoditization is the cause of poverty

- If products or services are identical (commoditized), then the only differentiator is price.
- If lowest price wins, then management focus is on reducing costs.
- Labor is a major cost item in most companies. Managers look for ways to lower labor cost by finding cheaper labor (non-union, abroad, rural areas) or robots.
- People are poor because they are a commoditized expense in commoditized industries.

### **Innovation is the source of wealth.**

- Creating a new value with few or no competitors creates a temporary monopoly.
- Profit margins are temporarily higher because there are no other options.
- New products require the creation of new labor skills which command higher salaries and wages.
- Competitors will try to commoditize the new innovation by replicating it and then making it cheaper.
- To maintain a high income over the long run requires constant innovation.
- The national economy has bursts of innovation, followed by consolidating commoditization.

### **THE COMMUNITY**

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#### **In any community, the faucet has to run faster than the drain**

- A bathtub is an analogy for a local economy, where the water is like the money.
- People in a community buy things from each other, moving water between various compartments (businesses) in the tub.
- The amount of water, however, is constant in the tub (the local market).
- A local market business is always limited by the size of the tub.
- However, some things are sold outside the community, bringing new money in (faucet)
- And some things are purchased from the outside world (e.g. autos), sending money out of the community (drain)
- If the wealth of a community is to grow, the faucet has to run faster than the drain.

#### **Growing a community's jobs and wealth requires selling innovation to external markets**

- Selling to external markets, brings in new money to the community.
- Selling innovation to external markets brings in more money than selling commodities.
- Trying to compete by being the lowest cost place to do business drives down the standard of living.
- If other communities have even lower costs, then the cost of labor, land, power, taxes, etc. must be reduced, meaning salaries and wages are driven down. The tax base for essential public services like police, fire and streets is reduced.
- The community gets caught in a race to the bottom and a downward spiral of decreasing returns.

### **Stage 2 companies play an outsized role**

- Stage 2 companies have proof of market (\$1 million in sales) and proof of management (10 employees).
- Stage 2 companies are beyond survival; they are focused on scaling.
- Stage 2 companies are about 15% of the total and yet account for about 40% of the jobs.
- Stage 2 companies need sophisticated information to make strategic decisions.

## **THE COMPANY**

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### **Increased sales are at the heart of job and income growth.**

- Economic development is about creating good jobs and new wealth, which in turn depends on local companies increasing sales.
- Increasing sales requires finding ripe markets and customers that are in volatile environments where change is going on.

### **Marketing and selling have changed from “creating motivation” to “finding motivation.”**

- Old economy selling was based on cold calling a targeted company profile. The salesperson tried to create a motivation and then convince the prospect his solution was best.
- New economy selling works on the assumption that sales are difficult in stable environments and higher probability in volatile environments. In stable environments, people are happy with their product and their vendor. Proposing change introduces uncertainty that could go wrong and maybe even damage your career.
- In volatile environments, something has changed to create a motivation to make a purchase. It might be that the company was acquired by another, or a new CEO was hired, or a lawsuit was filed, or a new product was introduced by the competitors, or the existing product/service was getting too expensive to operate or maintain. Some change has motivated the prospective company to start the information search for a better product.
- New economy sales, then, are based on finding those who already have motivation (created by some change). The sales window has opened, and the clock is running.
- Economic Gardening looks for the public signals of volatility, which indicate the potential for higher probability sales calls.



## IN A NUTSHELL

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Economic Gardening gets consistent results because it understands and works within all three economic scales that affect economic development: the nation, the community and the company. The program can be summed up in a single sentence: Provide strategic information and frameworks to help local, Stage 2 companies export innovation to customers in volatile environments. That sentence does the following:

- Focuses on wealth creating innovation, not poverty creating commoditization
- Focuses on the community faucet running faster than the drain
- Focuses on Stage 2 companies which are outsized producers of jobs
- Targets ripe markets (growth, disruption, unconsolidated)
- Identifies customers that are in the market, by looking for public signals of volatility
- Uses five strategic frameworks to identify and resolve root problems that prohibit growth

This is why Economic Gardening works.



## Economic Gardening Principles

The great public policy debate of our time has been about creating an economy that works for everyone. Economic Gardening contends that effective public policy is based on understanding how the system works. The three systems in which economic development is embedded are the national economy, the local community and the growth company. Following are the principles and beliefs of Economic Gardening.

### THE NATIONAL ECONOMY

---

#### Free enterprise is a complex adaptive system

- Free enterprise was not designed; it is an emergent complex adaptive (biological) system with characteristic signatures.
- Among these are increasing returns and lock in (winners continue to win) and power laws (80/20 rules where a few account for much and many account for a little bit).
- The practical outcome of these signatures is that wealth tends to concentrate. It is a system characteristic, independent of people.
- Capital moves easily from one opportunity to another, and thus gets first call on value created.

#### Commoditization is the cause of poverty

- If products or services are identical (commoditized), then the only differentiator is price.
- If lowest price wins, then management focus is on reducing costs.
- Labor is a major cost item in most companies. Managers look for ways to lower labor cost by finding cheaper labor (non-union, abroad, rural areas) or robots.
- People are poor because they are a commoditized expense in commoditized industries.

#### Innovation is the source of wealth.

- Creating a new value with few or no competitors creates a temporary monopoly.
- Profit margins are temporarily higher because there are no other options.
- New products require the creation of new labor skills which command higher salaries and wages.
- Competitors will try to commoditize the new innovation by replicating it and making it cheaper.
- To maintain a high income over the long run requires constant innovation.
- The national economy has bursts of innovation, followed by consolidating commoditization.

## THE COMMUNITY

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### In any community, the faucet has to run faster than the drain

- A bathtub is an analogy for a local economy, where the water is like the money.
- People in a community buy things from each other, moving water between various compartments (businesses) in the tub.
- The amount of water, however, is constant in the tub (the local market).
- A local market business is always limited by the size of the tub.
- However, some things are sold outside the community, bringing new money in (faucet)
- And some things are purchased from the outside world (e.g. autos), sending money out of the community (drain)
- If the wealth of a community is to grow, the faucet has to run faster than the drain.

### Growing a community's jobs and wealth requires selling innovation to external markets

- Selling to external markets, brings in new money to the community.
- Selling innovation to external markets brings in more money than selling commodities
- Trying to compete by being the lowest cost place to do business drives down the standard of living.
- If other communities have even lower costs, then the cost of labor, land, power, taxes, etc. must be reduced, meaning salaries and wages are driven down. The tax base for essential public services like police, fire and streets is reduced.
- The community gets caught in a race to the bottom and a downward spiral of decreasing returns.

### Stage 2 companies play an outsized role

- Stage 2 companies have proof of market (\$1 million in sales) and proof of management (10 employees).
- Stage 2 companies are beyond survival; they are focused on scaling.
- Stage 2 companies are about 10% of the total and yet account for about 40% of the jobs.
- Stage 2 companies need sophisticated information to make decisions.

## THE COMPANY

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### Increased sales are at the heart of job and income growth.

- Economic development is about creating good jobs and new wealth, which in turn depends on local companies increasing sales.
- Increasing sales requires finding ripe markets and customers that are in volatile environments where change is going on.

### Marketing and selling have changed from “creating motivation” to “finding motivation.”

- Old economy selling was based on cold calling a targeted company profile. The salesperson tried to create a motivation and then convince the prospect his solution was best.
- New economy selling works on the assumption that sales are difficult in stable environments and easier in volatile environments. In stable environments, people are happy with their product and their vendor. Proposing change introduces uncertainty that could go wrong and maybe even damage your career.
- In volatile environments, something has changed to create a motivation to make a purchase. It might be that the company was acquired by another, or a new CEO was hired, or a lawsuit was filed, or a new product was introduced by the competitors, or the existing product/service was getting too expensive to operate or maintain. Some change has motivated the prospective company to start the information search for a better product.
- New economy sales, then, are based on finding those who already have motivation (created by some change). The sales window has opened, and the clock is running.
- Economic Gardening looks for the public signals of volatility, which indicate the potential for higher probability sales calls.

## IN A NUTSHELL

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Economic Gardening gets consistent results because it understands and works within systems across all scales that affect economic development: the economy, the community and the company. The program can be summed up in a single sentence: Help local, stage 2 companies export innovation to customers in volatile environments. That sentence does the following:

- Focuses on innovation wealth creation, not commodity poverty creation
- Keeps the community faucet running faster than the drain
- Focuses on stage 2 companies, the big producer of jobs
- Focuses on high probability sales calls (ripe markets, volatile environments)

## REQUEST FOR SUPPORT APPLICATION

We are pleased to be able to collaborate with many innovative and impactful organizations throughout Monroe County to further community prosperity. Please fill in all information below to be considered for program support. For questions and applications submissions please email Allison [Clark@monroecounty.gov](mailto:Clark@monroecounty.gov) or call (585) 753-2006

Program Name: Courage Bowl

Contact Name: James R. McCauley Jr.

Contact Phone: 585-624-5555

Contact Email: [jmccauley@campgooddays.org](mailto:jmccauley@campgooddays.org)

Year program started: 2005

Address: 1332 Pittsford-Mendon Rd.

City: Mendon

State: NY

Zip: 14506

**Please describe your program's mission and target audience. Use additional pages if necessary.**

To provide an opportunity for children dealing with cancer, the experience of attending and participating in, a college football game while at the same time providing the students at two of our major institutions, insight into the debilitating disease of cancer. This is a fundraiser where all proceeds go toward programs for children, women, and men dealing with cancer and therefore all those attending the game, know they are helping in the fight against cancer. Those in attendance come from all demographics, all over Monroe County and beyond. It is a unique opportunity to provide exposure for the two wonderful institutions and tell the story of our wonderful community.

**What makes your program unique and how will it have an impact on the community in Monroe County?**

It is specifically geared toward kids dealing with cancer and provides a rallying point for our entire community. How else could a child dealing with this debilitating disease have an opportunity to get up close and personal with a college football experience!?

**How do you plan to measure the success of your program? If this program has been active longer than one program year, please also attach past performance metrics.**

The last Courage Bowl was held at Brockport State College, where we had more than 10,000 people in attendance. This year's Courage Bowl will be held at St. John Fisher College where the capacity is somewhere in the neighborhood of 5,000 and we fully expect it to be a sellout. The success will be determined by attendance, funds collected, media exposure, and most importantly, the number of children we are able to provide this experience for. Further, the business, networking, and collaboration experience this provides for the college students is priceless.

**How is your program directly linked to job creation in Monroe County?**

The logistics of putting together something of this nature involves a tremendous amount of dedicated volunteers and interns at both schools as well as Camp Good days and Special Times. The experience of planning, managing, and executing something of this nature can be utilized in so many areas of career development.

**How does your program advance the job opportunities, health, general prosperity, and/or economic welfare of the people of Monroe County?**

The networking involved among all those necessary to make this work, has far reaching effects throughout Monroe County.

It provides an experience for kids dealing with cancer, an experience that they may never have.

It opens the eyes of so many young people to their civic responsibility.

This has become a highlight in this community, crowd size alone will create more employment.

During the game we will be handing out information regarding all of our programs.

**Requests for program support to COMIDA and MCIDC typically range from \$500-\$10,000, but all amounts will be considered and are at the discretion of the Board of Directors. Funding is limited, so applicants are encouraged to provide evidence of matching contributions from other sources.**

**Amount of funding requested: \$10,000.00**

**Please indicate how these dollars would be used as well as a copy of the operating budget.**

These funds will be used for refreshments, transportation, promotional materials and advertisement.

Further, we will provide St. John Fisher College and Brockport State College, depending upon the number of students, with money to be used as a stipend for those interns who become involved with this project. The purpose of this is to inspire creativity and develop business acumen.



## REQUEST FOR SUPPORT APPLICATION

We are pleased to be able to collaborate with many innovative and impactful organizations throughout Monroe County to further community prosperity. Please fill in all information below to be considered for program support. For questions and applications submissions please email Allison Clark at [allisonclark@monroecounty.gov](mailto:allisonclark@monroecounty.gov) or call (585) 753-2006.

Organization/Program Name: Genesee Country Village & Museum's 2023 Agricultural Fair

Contact Name: Christine DiMuro Contact Phone: (585) 294-8267

Contact Email: cdimuro@gcv.org Year program started: 1980

Address: 1410 Flint Hill Rd., PO Box 310 City: Mumford State: NY Zip: 14511

**Please describe your program's mission and target audience. Use additional pages if necessary.**

**Mission:** Through immersive indoor and outdoor experiences, Genesee Country Village & Museum (GCV&M) enriches life today by connecting people with history, art, and nature.

**Overview:** GCV&M is the largest living history museum in New York State and third in the nation. We are one of Western New York's top cultural attractions with more than 98,000 visitors per year. Our Historic Village features close to 70 historic structures spread across 600 acres, and is where knowledgeable, costumed interpreters demonstrate what life was like in the Genesee Valley during the 19<sup>th</sup>-century. We offer live demonstrations in our historic buildings including pottery, tinsmith, blacksmith and cooper shops and many hands-on opportunities for visitors of all ages. Common 19<sup>th</sup>-century farming techniques are shown throughout the open season such as plowing with oxen, sickle harvesting wheat, and the cultivation of hops.

Our Nature Center, open year-round, is strongly focused on outdoor adventure and discovery. It offers miles of hiking trails, youth camps, educational programs along with a vigorous Maple sap and syrup program which includes a fully functional Sugar House used to boil and bottle our very own maple syrup. GCV&M's John L. Wehle Gallery hosts one of the foremost collections of wildlife and sporting art in the country, in addition to one of the most prized 19<sup>th</sup>-century costume collections consisting of over 3,500 artifacts.

Our annual Agricultural Fair will be on Saturday, September 30 and Sunday, October 1, 2023. This event features a variety of opportunities to explore the history of agriculture in the Western New York region as well as discover the incredible products from local businesses and farmers. We believe it is important to show how investing in food production supports our economy locally – that money spent in support of regional producers and growers stays close to home and is reinvested with businesses and services in our area. This event attracts several thousand visitors of all ages who are eager to learn and participate in agriculturally related activities. Vendors from the local area are plentiful, highlighting regionally grown, seasonal foods and products. Craft, cooking, and livestock demonstrations take place each day. The two-day event provides an opportunity for recreation, entertainment, and educational experiences for all.

### **What makes your program unique and how will it have an impact on the community in Monroe County?**

Our Agricultural Fair has long been an important program for GCV&M. Not only is it one of our most popular programs, but it also provides a unique opportunity for us to highlight New York State Agricultural history while simultaneously partnering with our community to showcase the incredible products our farmers and other local businesses have to offer. The fair benefits nearby economies by offering local small businesses a venue to market their wares and appreciate their neighbors' work. The Agricultural Fair is an excellent opportunity for farmers, producers, and other food-related organizations to display their creativity and entrepreneurial spirit and to demonstrate their crucial contributions to both our physical and fiscal landscape.

Agritourism events in New York attract a wide variety of visitors from across the county and other parts of the state and past attendance numbers have shown this to be the case for the Agricultural Fair. By collaborating with Monroe County to promote our local farms and our ever-expanding food and beverage producers in this region, we can help strengthen the Agritourism market and grow its impact to our region.

### **How do you plan to measure the success of your program? If this program has been active longer than one program year, please also attach past performance metrics.**

We measure our results on both a quantitative and qualitative level.

- Quantitatively we typically measure our success by:
  - Number of guests that come through our admissions gate. We expect to attract between 3,500 and 4,000 visitors over the course of the two days. This number is based on attendance data gathered over the past 5 years.
  - Revenue generated from food sales and retail sales. We base our results on the projected revenue for the event, along with past results.
- Qualitatively we collect feedback from the vendors and GCV&M staff who interact with visitors while they are on-site. Our vendors return year after year because this program provides them with economic opportunity, exposure to a new audience and customers, as well as networking opportunities.

### **How is your program directly linked to job creation in Monroe County?**

In addition to stimulating the local tourism market, this program creates opportunities for new and emerging food, beverage, and other producers in our region to market themselves. They have an opportunity to introduce themselves and sell their products to the community in a unique setting. As we have seen when we collaborated with COMIDA to promote local producers over the past four years, their participation in our festival creates awareness about their companies and the products they produce. Participating in our Agricultural Fair gives them exposure to new audiences and new opportunities for collaboration and future growth which in turn creates more jobs.

The Agricultural Fair contributes vital revenue to GCV&M; allowing us to continue to employ more than 45 year-round staff and 150+ seasonal staff as one of the largest employers in the Town of Wheatland.



**How does your program advance the job opportunities, health, general prosperity, and/or economic welfare of the people of Monroe County?**

As the host of a well-established, respected agritourism event, we are always excited for the many positive returns as well as entrepreneurial opportunities to provide financial, educational, and social benefits to our community. Participation and support of the GCV&M Agricultural Fair gives producers an avenue for direct marketing to consumers and helps to educate local residents about the many agricultural businesses that are part of Monroe County. At the same time, it enhances the tourism industry by increasing the volume of visitors to our area. Ultimately, it will provide our community with the potential to increase our tax base and provide new employment opportunities. It also creates opportunity to provide educational opportunities to the public, to help preserve agricultural lands, and allows our region to continue to develop new business enterprises which will help our entire region to grow and prosper.

Our visitors to this event visit the displays to learn and ask questions, go on to purchase directly from vendors, spread the word about the products they tasted, loved, and bought as well as return to GCV&M for other programs. We believe that this event, and indeed all that we do, draws visitors to the area and stimulates investment in Monroe County.

**Requests for program support to COMIDA typically range from \$500-\$10,000, but all amounts will be considered and are at the discretion of the Board of Directors. Funding is limited, so applicants are encouraged to provide evidence of matching contributions from other sources.**

**Amount of funding requested:**     \$5,000    

Additional sponsors for the event secured to date include Tompkins Community Bank and Palmer Food Service

**Please indicate how these dollars would be used as well as a copy of the operating budget.**

Monies granted by COMIDA will be applied to the Agricultural Fair's focal point, the Farmers' Market Tent which resides in a high traffic area of the Museum. The tent features local specialty vendors offering seasonal produce, baked goods, wines, spices, maple products and more which are all grown and made locally. COMIDA will be provided six booths in the main tent at the Agricultural Fair. The booths will be in one section of the tent and identified as COMIDA. There will not be a vendor fee for COMIDA participants whereas all other vendors pay a fee. While COMIDA will communicate the opportunity to Monroe County businesses, GCV&M will follow up on the requests, register the participants, and provide communications concerning the event. The COMIDA vendors will be listed and promoted on the GCV&M website and social media pages.



## Dashboard

September 2023

| Incentives Summary   |                |                                  |                |              |                |                          |                |
|----------------------|----------------|----------------------------------|----------------|--------------|----------------|--------------------------|----------------|
| Sales Tax Exemptions |                | Mortgage Recording Tax Exemption |                | PILOTS       |                | Total Company Investment |                |
| Year To Date         | Prior Year End | Year To Date                     | Prior Year End | Year To Date | Prior Year End | Year To Date             | Prior Year End |
| 18                   | 30             | 9                                | 17             | 10           | 17             | \$494,036,590            | \$738,190,997  |

| Jobs Summary             |                |                                        |                |                                 |                |                    |                |
|--------------------------|----------------|----------------------------------------|----------------|---------------------------------|----------------|--------------------|----------------|
| Number of Total Projects |                | Existing Jobs Retained per Application |                | New Jobs Projected by Applicant |                | New Jobs Required* |                |
| Year To Date             | Prior Year End | Year To Date                           | Prior Year End | Year To Date                    | Prior Year End | Year To Date       | Prior Year End |
| 19                       | 29             | 203                                    | 1948           | 168                             | 737            | 17                 | 245            |

| Fees for Approved Projects (includes all app and agency fees) |                  |                   |                  |                   |                  |
|---------------------------------------------------------------|------------------|-------------------|------------------|-------------------|------------------|
| Total                                                         |                  | Paid to Date      |                  | Outstanding       |                  |
| 2023 Projects YTD                                             | 2022 Projects YE | 2023 Projects YTD | 2022 Projects YE | 2023 Projects YTD | 2022 Projects YE |
| \$5,420,142                                                   | \$5,361,074      | \$143,219         | \$5,090,980      | \$5,276,923       | \$291,714        |

| Workforce Development Fund    |             |                 |             |              |             |
|-------------------------------|-------------|-----------------|-------------|--------------|-------------|
| Beginning Balance \$2,500,000 |             |                 |             |              |             |
| Allocated Revenue             |             | Committed Funds |             | Fund Balance |             |
| 2023 YTD                      | 2022 YE     | 2023 YTD        | 2022 YE     | 2023 YTD     | 2022 YE     |
| \$51,351                      | \$2,656,317 | \$1,520,000     | \$2,400,000 | \$486,317    | \$2,756,317 |

| Solar WD Fund         |                   |          |
|-----------------------|-------------------|----------|
| Fee Collected to Date | Committed to Date | Balance  |
| \$75,000              | \$0               | \$75,000 |

\*Required jobs are calculated as 10% of the existing jobs, with a minimum of 1 job. Enhanced JobsPlus is 100 jobs with a minimum of \$15,000,000 investment. There is no job creation requirement for projects that only receive sales tax exemptions.