



6122 South Park Avenue
Hamburg, New York 14075
716.648.4145
www.HamburgIDA.com

**Hamburg Industrial Development Agency
Board of Directors Meeting
MEETING AGENDA
Wednesday, April 19, 2023, 7:30 AM
Blasdell Village Hall, Court Room, 121 Miriam Avenue, Blasdell, New York**

Join Zoom Meeting

<https://us02web.zoom.us/j/85621954900?pwd=bVRuNDdwVTcySEZFNHczU2pxV2VrZz09>

Meeting ID: 856 2195 4900

Passcode: 14075

1. Roll Call
2. Reading and Approval of March 2023 Minutes
3. Report of the Treasurer – March Treasurer Report
4. Executive Director Update

New Business

- Extension Request KCE NY 6, LLC
- Extension Request K & H INDUSTRIES, INC.
- Extension Request STAUB THREE, LLC
- 2022 PARIS Reports submitted and available on website
- 2022 Audit Report
- Employment Contracts; Doyle & Doran
- Agency policies:
 - Reimbursement & Attendance Policy
 - Real Property Acquisition Policy
 - Combined Code of Ethics & Conflict of Interest Policies
 - Defense & Indemnification of Officers & Employees Policy
 - Complaint Form – Sexual Harassment Policy
 - Financial Disclosure Policy

Unfinished Business

- 2023 Sexual Harassment Training

5. Privilege of the Floor
6. Executive Session
7. Adjournment

Next meeting: May 17, 2023, 7:30 AM Blasdell Village Hall



Unapproved/draft
(BOD motion for approval at 4/19/23 meeting)

6122 South Park Avenue
Hamburg, New York 14075
716.648.4145
www.HamburgIDA.com

**Hamburg Industrial Development Agency
Board of Directors Meeting
March 15, 2023, 7:30am
Blasdell Village Hall**

Present

Janet Plarr
Cam Hall
Davis Podkulski
Bob Hutchison
Andy Palmer

Excused

Tom Moses
Wence Valentin
Bob Reynolds
Jamel Perkins

Guests

Jennifer Strong, Neill & Strong
Mary Doran, HIDA
Francesca Bond, Hamburg Sun
Robert Murray, Amazon

Executive Director

Sean Doyle

- Pledge of Allegiance

-Roll Call

-Motion to open the board meeting at 7:36am

Moved: Janet Plarr **Seconded:** Andy Palmer
Ayes: Plarr, Palmer, Hall, Hutchison, Podkulski
Nays: none
Carried

-Motion to approve the February 2023 board meeting minutes

Moved: Janet Plarr **Seconded:** Cam Hall
Ayes: Plarr, Palmer, Hall, Hutchison, Podkulski
Nays: none
Carried

In Treasurer Bob Reynolds absence, Director Doyle gave an update on the financials. January numbers included; interest income of \$1,597.77 and expenses of \$11,744.97 including payroll. Total liabilities and equity as of February 28th \$1,022,865.56.

-Motion to approve the February 2023 Treasurer Report

Moved: Janet Plarr **Seconded:** Bob Hutchison
Ayes: Plarr, Palmer, Hall, Hutchison, Podkulski
Nays: none
Carried

Executive Director Update:

-There has been an uptick in project activity lately, Doyle stated he is meeting later this morning with developers regarding the convent site on South Park additionally he had 2 companies looking for potential sites in Hamburg.

-K&H/Staub projects are still moving along as well as the next phase of Mission Hills which is to break ground this spring.

-WNY NASCAR, Doyle is on the board and will be participating in an economic development panel presentation at their meeting tomorrow discussing IDA benefits/incentives and how they work.

-Doyle, Hutchison and Plarr met with the Town Supervisor last week to update him on the Amazon Project.

New Business

-2nd extension request Iskalo, Doyle stated the project is 70- 80% complete it is moving along nicely and it is expected to be completely finished by May/June. Doyle read the following resolution:

***RESOLUTION OF THE TOWN OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY")
EXTENDING THE SALES TAX PERIOD FOR ISKALO 17 LONG, LLC (THE "LESSEE") UNTIL SEPTEMBER
22, 2023***

WHEREAS, ISKALO 17 LONG LLC (the "Lessee") has entered into negotiations with the officials of the Town of Hamburg Industrial Development Agency (the "Agency") with respect to the adaptive reuse and renovation of a 28,890 square foot former grocery store for ambulatory health care services at 17 Long Avenue in the Village of Hamburg for lease to the Agency and subsequent Leaseback to the Lessee (the "Project"); and

WHEREAS, there has been delay in constructing and equipping of the Project due to the Co-Vid 19 Pandemic; and

AND WHEREAS, the first six-month approved extension period ends March 22, 2023

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY AS FOLLOWS:

- 1. The Agency does hereby extend the sales tax period for the Lessee from March 22, 2023 to September 22, 2023.*
- 2. This resolution shall take effect immediately.*

-Motion to approve the extension request to Iskalso, 17 Long

Moved: Janet Plarr **Seconded:** Bob Hutchison

Ayes: Plarr, Hutchison, Hall, Podkulski, Palmer

Nays: none

Carried

Note – September 22nd is the scheduled board meeting date in 2023 which is why the 6 month extension was written to expire on September 22, 2023.

-1st Extension request Amazon.com Services LLC, Doyle read the following resolution:

RESOLUTION OF THE TOWN OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") FURTHER EXTENDING THE SALES TAX PERIOD UNTIL DECEMBER 31, 2023 FOR AMAZON.COM SERVICES LLC (THE "SUBLESSEE") WHO WILL BE THE SOLE OCCUPANT OF THE FACILITY ALL FOR A WAREHOUSING AND DISTRIBUTION FACILITY, AND TO TAKE OTHER PRELIMINARY ACTION.

WHEREAS, the Town of Hamburg Industrial Development Agency by resolution adopted on February 16, 2021 as amended on June 16, 2021 induced the Lessee and the Sublessee to receive Agency assistance with respect to the construction and equipping by the Agency through a lease with mortgage or lease only transaction of a commercial warehouse and distribution facility on a 57.914 acre parcel of land located the corner of Lakeshore and Bayview Roads already owned by the Lessee, in Hamburg, New York and the construction of an approximately 181,500 square foot building therein, by the Lessee, as Agent for the Agency, for lease by the Lessee to the Agency for leaseback by the Agency to the Lessee for sub-sublease to Amazon.com Services LLC, (the "Sublessee") who will be the sole occupant of the facility, all for the provision of a warehousing and distribution Facility (the "Project"); and

WHEREAS, due to various macroeconomic issues such as industry-wide supply chain challenges and inflationary pressures that have impacted not only this site but Amazon's entire network of facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY AS FOLLOWS:

1. The Agency does hereby extend the inducement period and the sales tax period for the Sublessee from March 15, 2023 to December 31, 2023 with no extension fee.
2. This resolution shall take effect immediately.

-Motion to approve the extension request to Amazon.com Services, LLC.

Moved: Janet Plarr

Seconded: Davis Podkulski

Palmer stated he appreciated the 13 million already spent in labor on the project however he hesitated at an extension longer than 6 months as that would be inconsistent with extensions granted on other projects. The board has consistently granted 6 month extensions with the understanding the project operator can come back to the board if an additional extension is needed.

Hall agreed with Palmer.

Board discussed and agreed that within the 6 months they like to see demonstrated progress on the project. The board is also aware and takes into consideration the supply chain disruptions that have been occurring over the past several years.

Hutchison agreed with the 6 month extension.

-Motion to amend the above resolution as follows: *The Agency does hereby extend the inducement period and the sales tax period for the Sublessee from March 15, 2023 to September 22, 2023 with no extension fee.*

Moved: Janet Plarr

Seconded: Cam Hall

Ayes: Plarr, Hall, Hutchison, Podkulski, Palmer

Nays: none

Carried

-**Motion** to approve the sales tax extension to Amazon.com Services LLC as amended.

Moved: Andy Palmer **Seconded:** Janet Plarr
Ayes: Plarr, Hall, Hutchison, Podkulski, Palmer
Nays: none
Carried

Newspaper designation

- **Resolved**, that the Hamburg Industrial Development Agency Board designate the *Hamburg Sun* and *The Buffalo News* as official newspapers for the Hamburg Industrial Development Agency for the year 2023.

Moved: Andy Palmer **Seconded:** Bob Hutchison
Ayes: Plarr, Hall, Hutchison, Podkulski, Plamer
Nays: none
Carried

Hamburg IDA Policies

- **Motion** to re-adopt the following Hamburg Industrial Development Agency Policies as written March 15, 2023; Travel Policy, Sexual Harassment Policy, Whistleblower Policy, Procurement Policy, Property Disposal Guidelines.

Moved: Bob Hutchison **Seconded:** Janet Palmer
Ayes: Plarr, Hall, Hutchison, Podkulski, Palmer
Nays: none
Carried

* **Reminder** to the board annual sexual harassment training is required by law for all board members. Training thru current employer is acceptable please forward the HIDA proof of completion.

-**Privilege of the Floor** – no comments

Executive Session

-**Motion** to move into executive session at 7:56am regarding employment contract.

Moved: Andy Palmer **Seconded:** Janet Plarr
Ayes: Plarr, Hall, Hutchison, Podkulski, Palmer
Nays: none
Carried

-**Motion** to move out of executive session at 7:59am with no action taken.

Moved: Hall **Seconded:** Palmer
Ayes: Plarr, Hall, Hutchison, Podkulski, Palmer
Nays: none
Carried

-Motion to adjourn at 7:59am

Moved: Cam Hall **Seconded:** Janet Plarr
Ayes: Hall, Palmer, Plarr, Hutchsion Podkulski
Nays: none
Carried

Sincerely,

Sean Doyle, Executive Director

Next meeting: April 19, 2023 7:30AM Blasdel Village Hall

**Town of Hamburg Industrial Development Agency
Treasurer's Report
As of March 31, 2023**

	Mar 31, 23	Dec 31, 22
ASSETS		
Current Assets		
Checking/Savings		
Cash		
Cash-Checking	9,400.88	6,521.18
Cash-Savings	746,685.08	816,472.57
CD Mature 4/2023	250,000.00	250,000.00
Total Cash	1,006,085.96	1,072,993.75
Total Checking/Savin...	1,006,085.96	1,072,993.75
Total Current Assets	1,006,085.96	1,072,993.75
TOTAL ASSETS	1,006,085.96	1,072,993.75
LIABILITIES & EQUITY		
Equity		
Opening Balance Eq...	499,980.27	499,980.27
Retained Earnings	573,013.48	565,034.84
Net Income	-66,907.79	7,978.64
Total Equity	1,006,085.96	1,072,993.75
TOTAL LIABILITIES & EQ...	1,006,085.96	1,072,993.75

Town of Hamburg Industrial Development Agency

04/03/23

Treasurer's Report

Accrual Basis

March 2023

	Mar 23	Jan - Mar 23
Ordinary Income/Expense		
Income		
Interest Earnings	1,741.43	5,217.09
Interest Earnings CD	347.65	530.32
Refund	198.83	198.83
Total Income	<u>2,287.91</u>	<u>5,946.24</u>
Gross Profit	2,287.91	5,946.24
Expense		
Business Expenses		
Meetings/luncheons	0.00	485.58
Mileage	76.09	241.09
Total Business Expenses	76.09	726.67
Cell Phone	83.33	249.99
Complete Payroll		
Employer Payroll Taxes	1,376.03	3,462.44
Payroll and Benefits	16,377.70	36,139.73
Processing Payroll	183.31	521.24
Total Complete Payroll	17,937.04	40,123.41
Grants	0.00	25,000.00
Membership Dues	0.00	5,000.00
Office Expenses		
Postage	0.00	172.73
Subscriptions	109.06	139.04
Supplies	81.99	214.64
Office Expenses - Oth...	0.00	-2.45
Total Office Expenses	191.05	523.96
Sponsorship	0.00	450.00
Training	780.00	780.00
Total Expense	<u>19,067.51</u>	<u>72,854.03</u>
Net Ordinary Income	<u>-16,779.60</u>	<u>-66,907.79</u>
Net Income	<u><u>-16,779.60</u></u>	<u><u>-66,907.79</u></u>



RE: KCE NY6, LLC Project with HIDA - Sales Tax extension

Taylor Quarles <taylor.quarles@keycaptureenergy.com>

Wed 3/29/2023 12:58 PM

To: Sean Doyle <sdoyle@townofhamburgny.gov>

Hi Sean -- thanks for the opportunity to discuss this extension on the phone this morning. As promised, following up with a more formal request.

Key Capture would appreciate the Hamburg IDA extend our deadline to receive benefits under the agreement for an additional six months beyond the current deadline of 3/10/2023. While the project has made significant progress in moving towards construction completion and operations, there have been several delays which have impacted our ability to complete activities covered under the agreement prior to 3/10/23. Examples of these delays include 1) a delay to battery delivery as a result of international port closure due to COVID, 2) a delay to Verizon installing communications equipment necessary to connect the energy storage project to nearby National Grid equipment.

Currently we anticipate the project being operational by early Q2 2023. The requested extension would allow KCE time to complete the construction to operations transition and ensure all accounting matters are closed out. Thanks for your support and consideration.

Taylor Quarles

VP, Development

Key Capture Energy

+1 (434) 806-4845

From: Taylor Quarles

Sent: Tuesday, March 28, 2023 5:20 PM

To: Sean Doyle <sdoyle@townofhamburgny.gov>

Subject: FW: KCE NY6, LLC Project with HIDA - Sales Tax extension

Hi Sean --

Heads up that in addition to discussing the annual report which I just emailed you about, I wanted to chat about the potential to extend the sales tax benefit beyond 3/10. I'll try you tomorrow, but happy to set up call for specific time if you prefer.

Thanks,

Taylor Quarles

+1 (434) 806-4845

From: Taylor Quarles

Sent: Tuesday, October 25, 2022 8:33 AM

To: Jennifer L Strong Esq <jstrong@neillstrong.com>

Cc: Sean Doyle (sdoyle@townofhamburgny.com) <sdoyle@townofhamburgny.com>; Zeigler, Nadene <NZeigler@hodgsonruss.com>

Subject: RE: KCE NY6, LLC Project with HIDA - Sales Tax extension

Hi Jennifer -- please find the attached signed version. Thanks for supporting this extension.

Taylor Quarles

+1 (434) 806-4845

From: Jennifer L Strong Esq <jstrong@neillstrong.com>

Sent: Wednesday, October 19, 2022 10:03 AM

To: Taylor Quarles <taylor.quarles@keycaptureenergy.com>

Cc: Sean Doyle (sdoyle@townofhamburgny.com) <sdoyle@townofhamburgny.com>; Zeigler, Nadene <NZeigler@hodgsonruss.com>; Jennifer L Strong Esq <jstrong@neillstrong.com>

Subject: KCE NY6, LLC Project with HIDA - Sales Tax extension

RESOLUTION OF THE TOWN OF HAMBURG INDUSTRIAL
DEVELOPMENT AGENCY EXTENDING THE SALES TAX PERIOD FOR
THE KCE NY 6, LLC, UNTIL OCTOBER 18, 2023

WHEREAS, the Town of Hamburg Industrial Development Agency (the “Agency”) by resolution adopted on September 10, 2021 induced KCE NY 6, LLC, (the “Lessee”) with respect to the construction and installation of a 20 mw utility servicing battery energy storage facility for wholesale electric markets at 2026 Electric Avenue in the Village of Blasdell (the “Project”).

WHEREAS, due to COVID - 19 pandemic and the mandated construction shutdown and the supply-chain delays as a result of border closings and supply demands, the Lessee has been unable to complete the Project within the time frame originally anticipated and has requested that the time period for completion be extended for six months; and

WHEREAS, The Town of Hamburg Industrial Development Agency approved a temporary policy to waive extension fees for project extensions for COVID-19 Pandemic related delays on May 26, 2020 to lessen the economic burden of induced project delays related to the COVID-19 Pandemic.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY AS FOLLOWS:

1. The Agency does hereby extend the sales tax period for the Lessee from September 10, 2022 until October 18, 2023 **and waives the extension fee;** and
2. This resolution shall take effect immediately.

ADOPTED: April 19, 2023

ACCEPTED: KCE NY 6, LLC,
as Lessee

By _____

Fwd: Staub Three IDA Extension Request 4_2023

Sean Doyle <sdoyle@townofhamburgny.gov>

Fri 4/14/2023 9:07 AM

To: Mary Doran <mdoran@townofhamburgny.gov>

Get [Outlook for iOS](#)

From: Jonathan Halas <JHalas@staubinc.com>

Sent: Wednesday, April 12, 2023 3:40:37 PM

To: Sean Doyle <sdoyle@townofhamburgny.gov>

Subject: Staub Three IDA Extension Request 4_2023

Sean,

Due to factors out of our control, Staub Three, LLC will require an extension to our current IDA agreement. We will not be able to have our project completed by the April 20, 2023 date listed in our agreement. Contractor availability and material lead times are pushing the project well into 2024. At this time we are planning on breaking ground in Q2 of 2023. Our current projected completion date will now fall into Q3/4 of 2024.

Please contact me if you need any additional information for this request.

Best regards,

Jonathan Halas | Chief Innovation Officer
C 716.710.2267 | JHalas@staubinc.com



RESOLUTION OF THE TOWN OF HAMBURG INDUSTRIAL
DEVELOPMENT AGENCY EXTENDING THE INDUCEMENT PERIOD
AND THE SALES TAX PERIOD FOR STAUB THREE, LLC PROJECT,
UNTIL OCTOBER 18, 2023.

WHEREAS, STAUB THREE, LLC (the "Lessee") has entered into negotiations with the officials of the Town of Hamburg Industrial Development Agency (the "Agency") with respect to the acquisition, construction, installation and equipping of an approximately 50,000 square foot advanced manufacturing facility at 0 Grimsby Drive in the Village of Hamburg for lease to the Agency and subsequent Leaseback to the Lessee and further sublease to STAUB PRECISION MACHINE, INC. (the "Sublessee") who will be the sole tenant (the "Project"); and

WHEREAS, the Town of Hamburg Industrial Development Agency (the "Agency") by resolution adopted on October 20, 2021 approved assistance for the Project; and

WHEREAS, there has been delay in finishing the Project due to supply chain issues outside of the control of the Lessee; and

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY AS FOLLOWS:

- 1. The Agency does hereby extend the inducement period and the sales tax period for the Lessee from October 20, 2022 through October 18, 2023 and waives the extension fee.**
- 2. This resolution shall take effect immediately.**

ADOPTED: April 19, 2023

ACCEPTED: _____, 2022

STAUB THREE, LLC
as Lessee

By _____
Joseph Pinker Jr., Member

STAUB PRECISION MACHINE, INC.
as Sublessee

By: _____
Joseph Pinker, Jr., President

RESOLUTION OF THE TOWN OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY EXTENDING THE INDUCEMENT PERIOD AND THE SALES TAX PERIOD FOR GRIMSVIEW PROPERTIES, LLC PROJECT, UNTIL OCTOBER 18, 2023.

WHEREAS, GRIMSVIEW PROPERTIES, LLC (the "Lessee") has entered into negotiations with the officials of the Town of Hamburg Industrial Development Agency (the "Agency") with respect to the construction, installation and equipping of an approximately 18,000 square foot addition to an existing advanced manufacturing facility at 160 Grimsby Drive in the Village of Hamburg for lease to the Agency and subsequent Leaseback to the Lessee and further sublease to K & H INDUSTRIES, INC. (the "Sublessee") who will be the sole tenant (the "Project"); and

WHEREAS, the Town of Hamburg Industrial Development Agency (the "Agency") by resolution adopted on October 20, 2021 approved assistance for the Project; and

WHEREAS, there has been delay in finishing the Project due to supply chain issues outside of the control of the Lessee; and

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY AS FOLLOWS:

- 1. The Agency does hereby extend the inducement period and the sales tax period for the Lessee from October 20, 2022 through October 18, 2023 and waives the extension fee.**
- 2.**
- 3. This resolution shall take effect immediately.**

ADOPTED: April 19, 2023

ACCEPTED: _____, 2023

GRIMSVIEW PROPERTIES, LLC

as Lessee

By _____
Joseph Pinker Jr., Member

K & H INDUSTRIES, INC.

as Sublessee

By: _____
Joseph Pinker, Jr., President

**Hamburg Industrial Development Agency
EMPLOYMENT AGREEMENT
EXTENSION FOR EXECUTIVE
DIRECTOR**

THIS AGREEMENT is made this 19th day of April, 2023, by and between the Board of Directors of the Hamburg Industrial Development Agency (hereinafter, the "Board") and Sean Doyle residing at 118 Chauncey Lane, Orchard Park, New York 14127 (hereinafter, the "Executive Director").

WITNESSETH THAT:

WHEREAS, the Board is empowered to enter into a contract of employment for the position of Executive Director; and

WHEREAS, the Executive Director has been employed by the Hamburg IDA since June of 2018 and the Board wishes to extend and update his current contract; and

WHEREAS, the Board will offer to employ the Executive Director as the Chief Executive Officer of the Hamburg Industrial Development Agency (hereinafter, the "HIDA") upon the terms and conditions set forth herein; and

WHEREAS, the Executive Director has acknowledged his desire to remain in the IDA employment; and

WHEREAS, the Board and the Executive Director have mutually agreed that such terms and conditions should be reduced to writing in order to avoid any misunderstanding as to the nature of the employment relationship created hereby; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to The Executive Director's employment by the Board; and

NOW THEREFORE RESOLVED, that in consideration of the agreements hereinafter set forth and other good and valuable consideration, the parties agree as follows:

1. OFFER OF EMPLOYMENT.

The Board, in accordance with a resolution duly moved, seconded and adopted at a meeting held on April 19, 2023, hereby confirms its offer further employment to the Executive Director of the Hamburg Industrial Development Agency upon the terms and conditions set forth in this Agreement.

2. ACCEPTANCE BY EXECUTIVE DIRECTOR.

The Executive Director hereby confirms his acceptance of the said offer of employment and agrees to perform, on a full-time basis and to the best of his ability, the duties of such position.

3. TERM OF EMPLOYMENT.

a) The Executive Directors term of employment shall commence on July 1, 2023 and terminate on June 30, 2026, unless further extended or sooner terminated as hereinafter provided.

b) The Board may, on or before March 31, 2026 consider renewing the term of this Agreement for an additional year or more.

c) Any renewal of the term of this Agreement and the Executive Director's employment shall be in the form of a written amendment to this Agreement and, shall be upon the same terms and conditions as herein set forth unless otherwise agreed to in writing by the parties; and it shall not be considered that the Board and the Executive Director have entered into a new Agreement, unless expressly stated in a writing signed by both parties hereto.

d) Any amendment, agreement, new contract or anything mutually agreed to in writing referred to in this paragraph 3 or elsewhere in this Agreement must, in order to be effective, be dated and signed by the Executive Director and by the Chairman of the Board pursuant to a resolution of the Board approving the amendment, agreement or new contract.

4. EXECUTIVE DIRECTOR'S DUTIES AND RESPONSIBILITIES.

a) The Executive Director shall be the Chief Executive Officer of the Hamburg Development Companies and shall perform all the duties without limiting the foregoing, the Executive Director shall possess, subject to the ultimate approval of the Board, the specific authority, rights and responsibilities contained in the original Job Description will remain in effect for this Agreement. The Board may, from time to time, prescribe additional duties and responsibilities for the Executive Director which are not inconsistent with the position.

5. REFERRAL OF COMPLAINTS.

a) The Board will promptly refer to the Executive Director in writing any criticism, complaint or suggestion which in its collective judgment is deserving of such referral for his study and recommendation regarding the administration Hamburg Industrial Development Agency or the Executive Director's performance of his duties.

6. COMPENSATION.

a) The Executive Director's base salary for the period from July 1, 2023 to June 30, 2023 shall be at the rate of \$95,587.00 with annual increases (effective on each July 1 anniversary) of 5%. These amounts will be paid in 26 equal installments in accordance with the procedures of the Hamburg Industrial Development Agency and policies of the Board governing salary payment to employees. Yearly Bonus may be awarded if agency meets or exceeds Strategic objects per the discretion of the Board.

7. OTHER BENEFITS OF EMPLOYMENT.

In addition to the annual gross salary specified in paragraph "7" of this Agreement, the Executive Director shall be entitled to receive the following benefits:

(i) **HEALTH INSURANCE.** The Board shall contribute a maximum of Seventeen Thousand (\$17,000) toward single or family coverage for Health, Dental and Vision, as the circumstances of the Executive Director warrant, provided under the Hamburg Chamber of Commerce's Insurance Program governed in every respect by the regulations of the carrier and the provisions of the subscriber's contract.

(ii) REFUSAL OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY PROVIDED HEALTH INSURANCE COVERAGE. If the Executive Director chooses not to receive health insurance coverage from the HIDA, he shall receive a Five Thousand Dollar (\$5,000) annual stipend that will be paid out in quarterly installments.

(iii) 401K CONTRIBUTION. The Executive Director will receive an annual amount equal to 4% of his annual salary to be deposited into his 401K. The contribution will be made annually the last pay period in December.

(iv) PAID TIME OFF ("PTO"). The work year encompasses twelve (12) months, from January 1 through December 31 during which the Executive Director shall be entitled to:

A. PAID HOLIDAYS - consisting of the following thirteen (13) holidays: Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday and Memorial Day.

B. PTO DAYS - the Executive Director will also be provided with twenty -five (25) days of PTO annually for personal leave (to conduct necessary business which can only be completed during the work day), vacation, an illness of himself, or bereavement for the death of a member of his immediate family. Immediate family means spouse, children, current stepchildren, brother, sister, mother, father, current mother-in-law, and current father-in-law. These days are non-cumulative. If the Executive Director's employment with the HIDA terminates on a date other than December 31, his PTO days will be prorated for that year.

Such leave is subject to approval by the Chairman of the Board upon written notice to the Chairman of the Board at least three (3) days prior to the date on which the leave is to commence. In the event of an emergency, the leave will be granted on the day of the emergency upon oral request to the Chairman of the Board.

The Executive Director shall be entitled to carry over up to 5 PTO days each year but not to exceed a balance of 25 PTO (with carryover) days per year. The director shall not be paid out for any unused accumulated PTO days at the time his employment with the HIDA terminates.

C. ADDITIONAL DAYS NEEDED BEYOND GRANTED PTO DAYS. If, by reason of sickness or other medical condition or other cause beyond his control, the Executive Director becomes incapacitated from rendering the services required of him hereunder for a period of time extending beyond the Executive Director's PTO entitlement, the Board shall extend the Executive Director's leave of absence for an additional twenty (20) days, on a paid or unpaid basis, at the discretion of the Board.

D. JURY DUTY. Jury Duty full wages will be paid to Executive Director during any period of service by Executive Director for jury duty. If Executive Director does serve on jury duty she / he will remit all Jury Pay to the HIDA.

8. PROFESSIONAL EXPENSES/EQUIPMENT.

i. ORGANIZATIONS. The Executive Director shall be entitled to reimbursement for annual dues to professional associations approved by the Board in an aggregate amount not to exceed One Thousand Dollars (\$1,000.00).

ii. CONFERENCES. Upon Board approval the Executive Director may be authorized to incur necessary and reasonable expenses in the discharge of his duties, including expenses for travel, meals and lodging related to attendance at professional conferences and meetings on state and local levels in an aggregate amount not to exceed Two Thousand Dollars (\$2,000.00).

iii) TECHNOLOGY. The HIDA will reimburse the Executive Director, upon his presentation of proper invoices, up to One Thousand Dollars (\$1,000.00) for a cellular/data plan for use in the performance of his duties hereunder, as well as for his incidental personal use, subject to its policies and procedures with which the Executive Director will comply.

iv) TRANSPORTATION EXPENSE. The Executive Director shall be reimbursed at the current IRS mileage rate as may be necessary to perform his official duties during his employment pursuant to this Agreement (but will not include his mileage from and/or to his home).

v) COMPENSATION AND BENEFITS PRO-RATED. Should the employment of the Executive Director terminate on a date other than December 31, all compensation and benefits, direct or indirect, provided under this Agreement on an annual basis shall be pro-rated for that year based upon the number of complete months worked by the Executive Director as compared to 12 months. This provision is applicable to all compensation and benefits provided under this Agreement, without regard to whether or not the provision governing each of them specifically addresses the subject of pro-rating.

vi) OTHER WORK. The Executive Director shall devote his full-time skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that the Executive Director, subject to written approval by the Board, may undertake other work so as long as such activities do not interfere with the full and faithful discharge of the Executive Director's duties and responsibilities as specified herein and where such other work does not occur during the normally recognized workday for the Executive Director.

vii) DISABILITY. If, by reason of disability, the Executive Director is incapacitated from rendering the services required of him hereunder for a period of time extending beyond the Executive Director's PTO leave entitlement and beyond the period of any PTO leave extension the Board may have granted pursuant to sub-division 8(f)(iii), the Board may extend the Executive Director's leave of absence for up to an additional sixty (60) days on an unpaid basis. If such disability continues beyond the period of any extension the Board has granted pursuant to this paragraph 13, or if said disability is permanent, irreparable or of the nature that the Executive Director is unable to perform his/her duties, as determined by the Board, the Board may, at its option (and in accordance with state and federal disability laws), terminate this Agreement, whereupon the respective duties, rights and obligations hereof shall terminate as set forth in paragraph 16(c).

9. TERMINATION.

This Agreement may be terminated in accordance with any of the following sections:

(i) The Executive Director may, at his option, resign from his employment by the Board effective on December 31 of any year during the term of this Agreement; provided the Executive Director gives written notice of such resignation to the Chairman of the Board at least thirty (30) days in advance of

December 31, that is, no later than December 1. Any effective date of the Executive Director's resignation, other than December 31, must first be approved by the Board. Upon receipt of such notice, the Board, may, at its option, advance the effective date of such resignation to any date up to the date of receipt thereof, and the Executive Director's employment and this Agreement shall terminate and become null and void as of that date. The Executive Director shall be obligated, in any event, to fully perform his duties up to the effective date of such resignation (as advanced by the Board if it chooses to do so).

(ii) Consistent with paragraph 13 hereof, the Board may elect to terminate this Agreement at which time all obligations of the Board to the Executive Director shall cease.

(iii) Either party may propose to terminate this Agreement upon mutually acceptable terms. In the event of such occurrence and the execution of a written Termination Agreement, the terms and conditions thereof shall supersede any and all terms of this Agreement, which shall become null and void upon the termination date specified in said Termination Agreement.

(iv) For neglect of duty, breach of contract, insubordination, immoral conduct, misconduct, or other just cause as determined by the Board in pursuant to the following procedures:

1. Charges against the Executive Director asserting that there is just cause for his dismissal may be brought only by the Board, and all such charges shall be in writing and served upon the Executive Director.
2. The Executive Director shall have a period of five (5) calendar days in which to submit a written answer to the charges and/or to submit a written request for a hearing with the Board.
3. If the Executive Director does not timely request a hearing, the Board will notify the Executive Director in writing of its decision to discharge or not to discharge the Executive Director.

10. WRITTEN AGREEMENT.

This Agreement is the sole agreement between the parties concerning the terms and conditions of the Executive Director's employment and, it shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the above specified provisions, or by another agreement in writing between the parties.

11. GOVERNING LAWS AND SEVERABILITY.

This Agreement shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provision.

12. COMPLETE AGREEMENT.

This Agreement constitutes the entire and complete agreement of the parties with respect to the matters it addresses. It may not be changed except by a subsequent writing signed by the parties as set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year first above written.

Hamburg Industrial Development Agency

Executive Director

By: _____

Robert Hutchison, Chairman

Sean Doyle

Sworn to before me this

_____ day of April, 2023.

Sworn to before me this

_____ day of April, 2023.

Notary Public

Notary Public

**EMPLOYMENT AGREEMENT EXTENSION
FOR
Regular Part-time Executive Assistant
Hamburg Development Companies**

THIS AGREEMENT is made this 19th day of April, 2023, by and between the Board of Directors of the Hamburg Industrial Development Agency (hereinafter, the “Board”) and Mary Ellen Doran residing at 6767 Powers Road, Orchard Park, NY 14127 (hereinafter, the “Executive Assistant”).

WITNESSETH THAT:

WHEREAS, the Board is empowered to enter into a contract of employment for the position of Executive Assistant; and

WHEREAS, the Executive Assistant has been employed by the Board since June 1, 2018 ; and

WHEREAS, the Board has offered to extend the employment of the Executive Assistant to assist the Executive Director and Board of the Hamburg Industrial Development Agency (hereinafter, the “HIDA”) upon the terms and conditions set forth herein; and

WHEREAS, the Executive Assistant has accepted said continued offer of employment; and

WHEREAS, the Board and the Executive Assistant have mutually agreed that such terms and conditions should be reduced to writing in order to avoid any misunderstanding as to the nature of the employment relationship created hereby; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Administrative Assistant’s employment by the Board;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, the parties agree as follows:

Offer of Employment.

The Board, in accordance with a resolution duly moved, seconded and adopted at a meeting held on April 19, 2023, hereby confirms its offer of continued employment the Executive Assistant of the Hamburg Industrial Development Agency upon the terms and conditions set forth in this Agreement.

Term of Employment.

The Administrative Assistant’s term of employment shall be extended on June 21, 2023 and terminate on June 30, 2026, unless further extended or sooner terminated as hereinafter provided.

- (a) The Board will on or before May 31, 2026 may consider renewing the

- (a) The Board will on or before May 31, 2026 may consider renewing the term of this Agreement for an additional year or more.
- (b) Any renewal of the term of this Agreement and the Executive Assistant's employment shall be in the form of a written amendment to this Agreement and, shall be upon the same terms and conditions as herein set forth unless otherwise agreed to in writing by the parties.

Executive Assistant's Duties and Responsibilities.

The Executive Assistant shall assist the Executive Director and Board of Directors of the Hamburg Industrial Development Agency in the daily business of the Agency. The Board may, from time to time, prescribe additional duties and responsibilities for the Executive Assistant which are not inconsistent with the position.

Compensation.

From July 1, 2023 through June 30, 2024 the Executive Assistant shall be at the rate of \$24.49 per hour. From July 1, 2024 through June 30, 2025 the Executive Assistant shall be at the rate of \$25.71 per hour. From July 1, 2025 through June 30, 2026 the Executive Assistant shall be at the rate of \$27.00 per hour.

Hours of Work

Monday through Friday 8:00 am -3:00 pm unless otherwise agreed upon by both parties.

Other Benefits of Employment.

In addition to the hourly rate specified this Agreement, the Executive Assistant shall be entitled to receive the following benefits:

401K Contribution.

The Executive Assistant will receive an annual amount equal to 4% of their annual pay to be deposited into their 401K. The contribution will be made annually the last pay in December.

Paid Time Off ("PTO").

The work year encompasses twelve (12) months, from January 1 through December 31 during which the Executive Assistant shall be entitled to:

- a) **Paid Holidays** – consisting of the following fourteen (14) holidays: Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday and Memorial Day.
- b) **Personal Time Off (PTO) Days** - the Executive Assistant will also be provided with fifteen (15) days of PTO annually for personal leave (to conduct necessary business which can only be completed during the work day), vacation, an illness of himself/herself, In addition bereavement leave can be requested for an additional three (3) days for the death of a member of his/her immediate family. Immediate family means spouse, children, current step-children, brother, sister, mother, father, current mother-in-law and current father-in-law. Any PTO or leave days

days will be prorated for that year.

- c) Such leave is subject to approval by Executive Director at least three (3) days prior to the date on which the leave is to commence. In the event of an emergency, the leave will be granted on the day of the emergency upon oral request to the Executive Director.
- d) The Executive Assistant shall not be entitled to carry over any PTO days or be paid out for any unused accumulated PTO days at the time her employment with the HIDA terminates.
- e) Jury Duty full wages will be paid to Executive Assistant during any period of service by Executive Assistant for jury duty. If Executive Assistant does serve on jury duty she / he will remit all Jury Pay to the HIDA.

Family Medical Leave

The HIDA will grant family leaves of absence without pay to appointed employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child and/or to care for a child, spouse, or parent with serious health condition. Employees shall request such family leave in writing to the Board. Employees may request up to twelve (12) weeks of unpaid family leave within one calendar year. If the employee fails to report to work promptly at the end of the approved unpaid family leave, it shall be assumed by the Board that the employee has resigned. The Board may at its pleasure extend health insurance to the employee if he/she is currently covered by insurance.

Military Family Leave will be granted to employees who qualify under the updated FMLA regulations to implement leave entitlements enacted under the National Defense Authorization Act.

Other Leave (Screening for Cancer of any kind)

Employees will be given up to four (4) hours annually for cancer screening of any kind. This shall be excused leave and not be charged against any other leave. You must schedule this time off through your direct Supervisor and will be recorded on your time sheet as such. Verification may be required.

Leave for Blood Donation

A fulltime employee will be granted three (3) hours annually for the purpose of donating blood. This shall be excused leave and not charged against any other leave. You must schedule this time off through your direct Supervisor and will be recorded on your time sheet as such. Verification may be required.

Termination.

Without prejudicing any other rights that the HIDA terminate this Agreement immediately upon delivery of written notice to the Executive Assistant if:

- a) the Executive Assistant breaches any other material term of this Agreement and such breach is not cured to the reasonable satisfaction of the HIDA within thirty (30) days after written notice describing the breach in reasonable detail is delivered to the Executive Assistant;

- b) the HIDA acting reasonably determines that the Executive Assistant has acted, is acting or is likely to act in a manner detrimental to the HIDA or has violated the confidentiality of any information as provided for in this Agreement;
- c) the Executive Assistant is unable or unwilling to perform the Services under this Agreement, or
- d) the Executive Assistant commits fraud, serious neglect or misconduct in the discharge of the Services.

Duties upon Termination.

Upon termination of this Agreement by the HIDA for any of the reasons set forth above, the Executive Assistant shall upon receipt of all sums due and owing, promptly deliver the following in accordance with the directions of the HIDA:

- a) a final accounting, reflecting the balance of expenses incurred on behalf of the HIDA as of the date of termination; and
- b) all documents pertaining to the HIDA or this Agreement, including but not limited to, all books of account, correspondence and contracts, provided that the Executive Assistant shall be entitled thereafter to inspect, examine and copy all of the documents which it delivers in accordance with this provision at all reasonable times upon three (3) days' notice to the HIDA.

Written Agreement.

This Agreement is the sole agreement between the parties concerning the terms and conditions of the Executive Assistant's employment and, it shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the above specified provisions, or by another agreement in writing between the parties.

Governing Laws and Severability.

This Agreement shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provision.

Complete Agreement.

This Agreement constitutes the entire and complete agreement of the parties with respect to the matters it addresses. It may not be changed except by a subsequent writing signed by the parties as set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year first above written.

Hamburg Industrial Development Agency

Executive Assistant

By: _____
Robert Hutchison, Chairman

Mary Ellen Doran

Sworn to before me this
_____ day of April, 2023.

Notary Public

Sworn to before me this
_____ day of April, 2023.

Notary Public

THE FOLLOWING RESOLUTION WAS OFFERED BY _____, WHO MOVED ITS ADOPTION, SECONDED BY _____.

WHEREAS, HIDA Executive Director Sean Doyle is a hard working and valued employee of the HIDA;

WHEREAS, the HIDA Board recognizes the talents, hard work and dedication of Mr. Doyle and wishes to continue his employment with the HIDA.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS, THAT:

1. That the HIDA Chairmen is hereby authorized and directed to enter into an Employment Agreement Extension with Sean Doyle for a term of three years (July 1, 2023 through June 30, 2026).
2. This resolution shall take effect immediately.

The foregoing Resolution was duly put to a roll call vote at a regular meeting on April 19, 2023.

THE FOLLOWING RESOLUTION WAS OFFERED BY _____, WHO MOVED ITS ADOPTION, SECONDED BY _____.

WHEREAS, HIDA Executive Assistant Mary Ellen Doran is a hard working and valued employee of the HIDA;

WHEREAS, the HIDA Board recognizes the talents, hard work and dedication of Ms. Doran and wishes to continue her employment with the HIDA.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS, THAT:

1. That the HIDA Chairmen is hereby authorized and directed to enter into an Employment Agreement Extension with Mary Ellen Doran for a term of three years (June 21, 2023 through June 30, 2026).
2. This resolution shall take effect immediately.

The foregoing Resolution was duly put to a roll call vote at a regular meeting on April 19, 2023.