

APPLICATION FOR TAX INCENTIVES

**Town of Clarence,
Erie County,
Industrial Development Agency**

ELIGIBILITY QUESTIONNAIRE

Section I: Applicant Background Information

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.

A) Applicant Information-entity receiving benefit:

Total Project Amount: \$6,947,495

Applicant Name: Dynabrade, Inc.

Applicant Address: 8989 Sheridan Dr., Clarence, NY 14031

Phone: 716-631-0100 Fax: 716-631-2073

Website: dynabrade.com E-mail: john.sacomanno@dynabrade.com

Federal ID#: 16-0950182

State and Year of Incorporation/Organization: Delaware, 1969

List of stockholder, members, or partners of Applicant: See ATTACHMENT 1

Will Real Estate Holding Company be utilized to own the Project property/facility? ☐ Yes or ☒ No

What is the name of the Real Estate Holding Company: N/A

Federal ID#: _____

State and Year of Incorporation/Organization: _____

List of stockholder, members, or partners of Applicant: _____

B) Individual Completing Application:

Name: John Saccomanno

Title: Chief Financial Officer - Dynabrade

Address: 8989 Sheridan Dr., Clarence, NY 14031

Phone: 716-631-0100 Fax: 716-631-2073

E-Mail: john.sacomanno@dynabrade.com

C) Company Contact (if different from individual completing application):

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

D) Company Counsel:

Name of Attorney: Amy Fitch

Firm Name: HodgsonRuss

Address: 140 Pearl St., Buffalo, NY 14202

Phone: 716-848-1384 Fax: _____

E-mail: afitch@hodgsonruss.com

E) Identify the assistance being requested of the Agency:

- | | |
|---|--|
| 1. Exemption from Sales Tax | <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No |
| 2. Exemption from Mortgage Tax | <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No |
| 3. Exemption from Real Property Tax | <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No |
| 4. Assignment/Assumption of existing PILOT benefits | <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No |
| 5. Tax Exempt Financing* | <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No |
- *(typically for not-for-profits & small qualified manufacturers)

F) Business Organization (check appropriate category):

Corporation ☒ Partnership ☐

Public Corporation ☐ Joint Venture ☐

Sole Proprietorship ☐ Limited Liability Company ☐

Other (please specify) _____

Year Established: 1969

State in which Organization is established: Corporate headquarters located in Clarence, NY –
(incorporated in Delaware)

G) List all Stockholders, members, or partners with % of ownership greater than 20%:

<u>Name</u>	<u>% of ownership</u>
<u>None – see ATTACHMENT 1</u>	_____
_____	_____
_____	_____

H) Applicant Business Description:

Describe in detail company background, products, customers, goods and services See ATTACHMENT 4

Estimated % of sales within Erie County: 0.4%

Estimated % of sales outside Erie County within New York State: 1.4%

Estimated % of sales outside New York State, but within the US: 52.9%

Estimated % of sales outside the U.S: 45.3%

(* Percentage to equal 100%)

D) What percentage of your total annual supplies, raw materials and vendor services are purchased from firms in Erie County. (You may be asked to provide supporting documentation of the estimated percentage of local purchases.)

Approximately 17%

ELIGIBILITY QUESTIONNAIRE

Section II: Project Description & Details

A) Location of proposed project facility:

Municipality or Municipalities of current operations: Lockport, NY (2), Alpharetta, GA [CLOSED MARCH 2025]

Will the Proposed Project be located within the Municipality, or within a Municipality identified above?

☐ Yes or ☒ No

If Yes, in which Municipality will the proposed project be located: _____

If No, in which Municipality will the proposed project be located: Clarence, NY

Address of the proposed Project: 8989 Sheridan Dr.

City Clarence State NY Zip Code 14031

SBL Number: 71.13-2-1.1 (A&B)

Town/City/Village: Clarence School District: Clarence Central

Present Project Site Owner: Dynabrade, Inc.

Will the completion of 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 OR in the abandonment of one or more plants or facilities of the project occupant located within the state?

☒ Yes or ☐ No

If the Proposed Project is located in a different Municipality than the Municipality in which current operations are being undertaken, is it expected that any of the facilities in any other Municipality will be closed or be subject to reduced activity?

☒ Yes or ☐ No

If Yes, you will need to complete Section II (S) and Section IV of this Application.

What are the current real estate taxes on the proposed Project Site?

School - 25/26 Year - \$23,249 + \$31,336 = \$54,585,

Town & County - 2025 Year - \$16,106 + \$17,515 = \$33,621

If amount of current taxes is not available, provide assessed value for each:

Land: _____ Buildings(s): \$ _____

** If available please include a copy of current tax bill. (See **ATTACHMENTS 2-a-i, 2-a-ii & 2-b-i, 2-b-ii**)

Are Real Property Taxes current? ☒ Yes or ☐ No If no, please explain _____

Does the Applicant or any related entity currently hold fee title to the Project site? ☒ Yes or ☐ No

If No, indicate name of present owner of the Project Site: _____

Does Applicant or related entity have an option/contract to purchase the Project site? ☐ Yes or ☐ No

N/A – Already own land for proposed site

Describe the present use of the proposed Project site: Employee parking and vacant land

B) Please provide narrative of project and the purpose of the project (new build, renovations, and/or equipment purchases). Identify specific uses occurring within the project. Describe any and all tenants and any/all end users: (This information is critical in determining project eligibility)

See ATTACHMENT 5

Describe the reasons why the Agency's Financial Assistance is necessary, and the effect the Project will have on the Applicant's business or operations. Focus on competitiveness issues, project shortfalls, etc. Your eligibility determination will be based in part on your answer (attach additional pages if necessary)

See ATTACHMENT 5

Please confirm by checking the box below, if there is likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency?

☒ Yes or ☐ No

If the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency:

If the Applicant is unable to obtain Financial Assistance for the Project, what will be the impact on the Applicant and County/City/Town/Village?

The project will either not take place, or the project will take place in a location or locations outside of Erie County, and potentially, outside of New York State.

C) Will Project include leasing any equipment ☐ Yes or ☒ No

If Yes, please describe: _____

D) Site Characteristics:

Will the Project meet zoning/land use requirements at the proposed location? ☒ Yes or ☐ No

Describe the present zoning/land use: Commercial Zone

Describe required zoning/land use, if different: Commercial Zone – no change required

If a change in zoning/land use is required, please provide details/status of any request for change of zoning/land use requirements:

N/A

Is the proposed project located on a site where the known or potential presence of contaminants is complicating the development/use of the property? If yes, please explain: No

E) Has a Phase I Environmental Assessment been prepared or will one be prepared with respect to the proposed project site? ☐ Yes or ☒ No If yes, please provide a copy.

NOTE: A Phase I Environmental Assessment will not be performed due to the scope of the project.

F) Have any studies or assessments been undertaken with respect to the proposed project site that indicate the known or suspected presence of contamination that would complicate the site's development?

☒ Yes or ☐ No. If yes, please provide copies of the study

G) Provide any additional information or details:

A Full Environmental Assessment was completed. See ATTACHMENT 7.

H) Select Project Type for all end users at project site (you may check more than one):

** Please check any and all end users as identified below.

** Will customers personally visit the Project site for either of the following economic activities? If yes with respect to either economic activity indicated below, complete the Retail Questionnaire contained in Section III of the Application.

Retail sales: ☐ Yes or ☒ No Services: ☐ Yes or ☒ No

For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

Industrial	<input checked="" type="checkbox"/>	Back Office	<input type="checkbox"/>
Multi-Tenant	<input type="checkbox"/>	Civic Facility (not for profit)	<input type="checkbox"/>
Mixed Use	<input type="checkbox"/>	Equipment Purchase	<input type="checkbox"/>
Commercial	<input type="checkbox"/>	Retail	<input type="checkbox"/>
Acquisition of Existing Facility	<input type="checkbox"/>	Facility for Aging	<input type="checkbox"/>
Housing	<input type="checkbox"/>		

Other, please explain _____

SIC Code: 3599-03 and 5085-23

NAICS Code: 332710 and 423840

I) Project Information:

Estimated costs in connection with project:

Land and/or Building Acquisition:	\$ _____ 0
_____ acres _____ square feet	
New Building Construction: _____ square feet	\$ _____ 0
New Building Addition(s): <u>40,000</u> square feet	\$ <u>6,164,127</u>
Infrastructure Work:	\$ _____
Reconstruction/Renovation: _____ square feet	\$ _____ 0
Manufacturing Equipment:	\$ _____ 0
Non-Manufacturing Equipment (furniture, fixtures, etc.):	\$ <u>612,000</u>
Soft Costs: (professional services, etc.):	\$ <u>131,428</u>
Other, Specify: <u>SECURITY, ACCESS CONTROL & FIRE ALARM</u>	\$ <u>39,940</u>
TOTAL Project Costs:	\$ <u>6,947,495</u>

Project refinancing; estimated amount:
(for refinancing of existing industrial revenue bond debt only) \$ _____

Sources of Funds for Project Costs:

Bank Financing \$ 0
Equity (excluding equity that is attributed to grants/tax credits) \$ Balance after grants
Tax Exempt Financing (if applicable) \$ 0
Taxable Bond Issuance (If applicable) \$ 0
Public Sources (include sum total of all state and federal Grants and tax credits) \$ T/B/D
Identify each state and federal grant/credit: \$ T/B/D – EMPIRE STATE DEVELOPMENT
T/B/D – NYPA, T/B/D - NYSEG
Total Sources of Funds for Project Costs: \$ 6,947,995

Have any of the above costs been paid or incurred as of the date of this Application: ☒ Yes or ☐ No
(CIDA benefits do not apply to expenses incurred prior to Board approval)

If Yes, describe particulars: Yes – see ATTACHMENT 3

Mortgage Recording Tax Exemption Benefit: Amount of mortgage that would be subject to mortgage recording tax: N/A – The project is expected to be self-financed.

Mortgage Amount (include sum total of construction/permanent bridge financing) \$

Estimated Mortgage Recording Tax Exemption Benefit (product of mortgage Amount as indicated above multiplied by 3/4 of 1% or .0075%): \$

Construction Cost Breakdown:

Total Cost of Construction \$ 6,164,127
(sum of 2, 3, 4, 5 and/or 7 in Question I above)

Cost for Materials \$ 2,153,620

% sourced in County/City/Town/Village 75%

% sourced in State (including County/City/Town/Village) 95%

Cost for Labor: \$ 4,010,507

Sales and Use Tax: Gross amount of Costs for goods and services that are subject to State and local Sales Tax and Use tax – said amount to benefit from the Agency's Sales and Use Tax exemption benefit:

\$ 2,805,560

Estimated State and local Sales and Use Tax Benefit (product of 8.75% multiplied by the figure, above)

\$ 247,487

**** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents may include a**

covenant by the Applicant to undertake the total amount of investment as proposed within this Application, and that the estimate, above, represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to this Application. The Agency may utilize the estimate, above, as well as the proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered.

Real Property Tax Benefit:

Identify and describe if the Project will utilize a real property tax exemption benefit OTHER THAN the Agency's PILOT benefit:

N/A

IDA PILOT Benefit: Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT as depicted in Section II(1) of the Application.

Percentage of Project Costs financed from Public Sector sources: Agency staff will calculate the percentage of Project Costs financed from Public Sector sources based upon Sources of Funds for Project Costs as depicted above in Section II(1) of the Application.

J) For proposed facility please indicate # of sq. ft for each of the uses outlined below:

*If company is paying for FFE for tenants, please include in cost breakdown

	Square Footage	Cost	% of Total Cost of Project
Manufacturing/Processing	20,000	\$3,223,748	50.0%
Warehouse	17,000	\$2,740,185	42.5%
Research & Development	N/A	N/A	
Commercial	N/A	N/A	
Retail (see section III)	N/A	N/A	
Office	2,000	\$322,375	5.0%
Specify Other - Maintenance	1,000	\$161,187	2.5%

K) Utilities and services presently serving site. Provide name of utility provider:

Gas: National Fuel -- line will tied into existing line at 8989 Sheridan Dr.

Electric: NYSEG -- addition will be connected to existing power line Power: 50,000 kWh / mo.

Water: Erie County Water Authority Size: T/B/D

Sewer: N/A Size: N/A

Other (Specify) N/A

L) If you are undertaking new construction or renovations, are you seeking LEED certification from the US Green Building Council? ☐ Yes or ☒ No.

M) If you answered yes to question above, what level of LEED certification do you anticipate receiving (Check applicable box) ☐ Standard ☐ Silver ☐ Gold ☐ Platinum

N) What is your project timetable (Provide dates):

1. Start date: acquisition or construction of facilities: March 2026
2. Completion of project facilities: December 2026
3. Project occupancy – estimated starting date of operations: January 2027
4. Have construction contracts been signed? ☒ Yes or ☐ No
5. Has Financing been finalized? ☐ Yes or ☐ No N/A – SELF FUNDED PROJECT

** If construction contracts have been signed, please provide copies of executed construction contracts and a complete project budget. The complete project budget should include all related construction costs totaling the amount of the new building construction, and/or new building addition(s), and/or renovation. See **ATTACHMENT 6**

O) Have site plans been submitted to the appropriate planning department for approval? ☐ Yes or ☒ No

If Yes, please provide the Agency with a copy of the related State Environmental Quality Review Act ("SEQR") Environmental Assessment Form that may have been required to be submitted along with the site plan application to the appropriate planning department. Please provide the Agency with the status with respect to any required planning department approval:

Has the Project received site plan approval from the planning department? ☐ Yes or ☒ No

If Yes, please provide the Agency with a copy of the planning department approval along with the related SEQR determination.

P) Is the project necessary to expand project employment? ☒ Yes or ☐ No

Is the project necessary to retain existing employment? ☒ Yes or ☐ No

Q) Employment Plan (specific to the proposed project location):

	Current # of Jobs at proposed location or to be relocated at 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 TWO 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 TWO years after project Completion**
Full time (FTE)	35	35	5	5
Part Time (PTE)	0	0	0	0
Total ***	35	35	5	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 the County/City/Town/Village as well as the following Areas: We anticipate 100% of the new jobs created will be filled by residents of the Labor Market (Clarence, NY, Erie County and Western New York State.

*** By statute, Agency staff must project the number of FTE jobs that would be retained and created if the request for Financial Assistance is granted. Agency staff will project such jobs over the Two Year time period following Project completion. Agency staff converts PTE jobs into FTE jobs by dividing the number of PTE jobs by two (2).

Salary and Fringe Benefits for Jobs to be Retained and Created:

Category of Jobs to be Retained and Created	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management	\$90,000 - \$120,000	\$22,000 - \$30,000
Professional	\$60,000 - \$100,000	\$15,000 - \$25,000
Administrative	\$30,000 - \$60,000	\$8,000 - \$15,000
Production	\$30,000 - \$80,000	\$8,000 - \$20,000
Other	\$30,000 - \$60,000	\$8,000 - \$15,000

Employment at other locations in County/City/Town/Village: (provide address and number of employees at each location):

	Global Abrasives, Inc. 62 Mill St. Lockport, NY 14094	Global Abrasives, Inc. 378 Niagara St. Lockport, NY 14094	TOTAL
Full time	12 (includes 2 remote workers)	23	35 (includes 2 remote workers)
Part Time	0	0	0
Total	12 (includes 2 remote workers)	23	35 (includes 2 remote workers)

R) Will any of the facilities described above be closed or subject to reduced activity? ☒ Yes or ☐ No

****** If any of the facilities described above are located within the State of New York, and you answered Yes to the question, above, you must complete Section IV of this Application.

****** Please note that the Agency may utilize the foregoing employment projections, among other items, to determine the Financial Assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to retain the number of jobs and create the number of jobs with respect to the Project as set forth in this Application.

S) Is the project reasonably necessary to prevent the project occupant from moving out of New York State?

☒ Yes or ☐ No

If yes, please explain and identify out-of-state locations investigated, type of assistance offered and provide supporting documentation if available:

Prior third-location in Alpharetta, GA (Forsyth County) has been investigated for expansion. Various incentives and/or tax credits are available including: Local Job Creation Credit, Tax Abatement, Investment Tax Credit, and Sales and Use Tax Exemption.

T) What competitive factors led you to inquire about sites outside of New York State?

We previously had an operation located in Alpharetta, GA (Forsyth County).

U) Have you contacted or been contacted by other Local, State and/or Federal Economic Development Agencies? ☒ Yes or ☐ No

If yes, please identify which agencies and what other Local, State and/or Federal assistance and the assistance sought and dollar amount that is anticipated to be received: Forsyth County, GA -

Tax Abatement, Sales & Use Tax Exemption, Local Job Creation Credit, Discounted Permit & Inspection Fees

Section III: Retail Questionnaire

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

Please answer the following:

- A. Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

☐ Yes or ☒ No. If the answer is yes, please continue. If no, proceed to section V.

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

- B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? _____%. If the answer is less than 33% do not complete the remainder of the retail determination and proceed to section V.

If the answer to A is Yes AND the answer to Question B is greater than 33.33% indicate which of the following questions below apply to the project:

1. Will the project be operated by a not-for-profit corporation? ☐ Yes or ☐ No
2. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region (list specific County or ED region) in which the project will be located? ☐ Yes or ☐ No

If yes, please provide a third party market analysis or other documentation supporting your response.

3. Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

☐ Yes or ☐ No If yes, please provide a third party market analysis or other documentation supporting your response.

4. Will the project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? ☐ Yes or ☐ No

If yes, explain _____

5. Is the project located in a Highly Distressed Area? ☐ Yes or ☐ No

Section IV: Inter-Municipal Move Determination

The Agency is required by state law to make a determination that, if completion of a Project benefiting from Agency Financial Assistance results 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, Agency Financial Assistance is required to prevent the project occupant from relocating out of the state, or is reasonably necessary to preserve the project occupant's competitive position in its respective industry.

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 or ☐ No

Will the Project result in the abandonment of one or more plants or facilities of the Project occupant located within the state?

☐ Yes or ☒ No

If Yes to either question, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry:

Does the Project involve relocation or consolidation of a project occupant from another municipality?

Within New York State ☒ Yes or ☐ No

Within County/City/Town/Village ☐ Yes or ☒ No

If Yes to either question, please, explain:

The project involves the relocation of two operations from Lockport, Niagara County, NY

Section V: Estimate of real property Tax Abatement Benefits and Percentage of Project Costs financed from Public Sector sources

**** Section V of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.**

PILOT Estimate Table Worksheet

Dollar Value of New Construction and Renovation Costs	Estimated New Assessed Value of Property Subject to IDA*	County Tax Rate/ 1000	Local Tax Rate (Town/City/Village)/1000	School Tax Rate/1000

*Apply equalization rate to value

PILOT Year	Payment	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
TOTAL							

*Estimates provided are based on current property tax rates and assessment values

Percentage of Project Costs financed from Public Sector Table Worksheet:

Total Project Cost	Estimated Value of PILOT	Estimated Value of Sales Tax Incentive	Estimated Value of Mortgage Tax Incentive	Total of Other Public Incentives (Tax Credits, Grants, ESD Incentives, etc.)

Calculate %

(Est. PILOT + Est. sales Tax+ Est. Mortgage Tax+ Other)/Total Project Costs: _____ %

Section VI: Environmental Questionnaire

General Background Information

Address of Premises: 8989 Sheridan Dr.

Name and Address of Owner of Premises: Dynabrade, Inc., 8989 Sheridan Dr., Clarence, NY 14031

Describe the general features of the Premises (include terrain, location of wetlands, coastlines, rivers, streams, lakes, etc.) parking lot, vacant land, wooded area, bordered by Dynabrade building on one side

Describe the Premises (including the age and date of construction of any improvements) and each of the operations or processes carried out on or intended to be carried on at the Premises: _____

A 40,000 square foot addition to the existing facility in Clarence, NY will be constructed for manufacturing, warehouse and administrative office use. Vacant land and employee parking currently exists on the proposed construction site. Approximately 50% (20,000 square ft.) of the total space will be dedicated to manufacturing, 43% (17,000 square ft.) warehousing, 5% (2,000 square ft.) office, and 2% (1,000 square ft.) maintenance.

Describe all known former uses of the Premises: Employee parking and vacant land

Does any person, firm or corporation other than the owner occupy the Premises or any part of it?

No

If yes, please identify them and describe their use of the property: _____

Have there been any spills, releases or unpermitted discharges of petroleum, hazardous substances, chemicals or hazardous wastes at or near the Premises? ☐ Yes or ☒ No

If yes, describe and attach any incident reports and the results of any investigations: _____

Has the Premises or any part of it ever been the subject of any enforcement action by any federal, state or local government entity, or does the preparer of this questionnaire have knowledge of:

a) any current federal, state or local enforcement actions ☐ Yes or ☒ No

b) any areas of non-compliance with any federal, state or local laws, ordinances, rules or regulations associated with operations over the past 12 months? ☐ Yes or ☒ No

If yes, please state the results of the enforcement action (consent order, penalties, no action, etc.) and describe the circumstances: _____

Has there been any filing of a notice of citizen suit, or a civil complaint or other administrative or criminal procedure involving the Premises? ☐ Yes or ☒ No

If yes, describe in detail: _____

Solid and Hazardous Wastes and Hazardous Substances

Does any activity conducted or contemplated to be conducted at the premises generate, treat or dispose of any petroleum, petroleum-related products, solid and hazardous wastes or hazardous substances? ☐ Yes or ☒ No

If yes, provide the Premises' applicable EPA (or State) identification number: _____

Have any federal, state or local permits been issued to the Premises for the use, generation and/or storage of solid and hazardous wastes? ☐ Yes or ☒ No

If yes, please provide copies of the permits.

Identify the transporter of any hazardous and/or solid wastes to or from the Premises: _____

Identify the solid and hazardous waste disposal or treatment facilities which have received wastes from the Premises for the past two (2) years: _____

Does or is it contemplated that there will occur at the Premises any accumulation or storage of any hazardous wastes on-site for disposal for longer than 90 days? ☐ Yes or ☒ No

If yes, please identify the substance, the quantity and describe how it is stored: _____

Discharge into Waterbodies

Briefly describe any current or contemplated industrial process discharges (including the approximate volume, source, type and number of discharge points). Please provide copies of all permits for such discharges: _____

N/A

Identify all sources of discharges of water, including discharges of waste water, process water, contact or noncontact cooling water, and stormwater. Attach all permits relating to the same. Also identify any septic tanks on site. Is any waste discharged into or near surface water or groundwaters?

Sources of discharges of water include wastewater and stormwater. An existing septic tank capable of handling the new facility and employees will be used.

If yes, please describe in detail the discharge including not only the receiving water's classification, but a description of the type and quantity of the waste: No water waste will be discharged from the manufacturing process. Public sanitary sewer does not currently exist in the vicinity of the project address. Sanitary sewage from the proposed building will discharge to an on-site wastewater treatment system (i.e. septic system).

Stormwater runoff from the existing buildings and parking lots is currently collected in an enclosed storm drainage system on site and discharges into an existing detention basin and/or ground wells located on the adjacent company-owned property. Stormwater runoff from the proposed improvements will also be collected in an enclosed drainage system and will either discharge into the existing detention basin and recharge wells or be directed into a new detention basin and new stormwater recharge well.

Air Pollution

Are there or is it contemplated that there will be any air emission sources that emit contaminants from the Premises? ☐ Yes or ☒ No

If yes, describe each such source, including whether it is a stationary combustion installation, process source, exhaust or ventilation system, incinerator or other source? _____

Are any of the air emission sources permitted? ☐ Yes or ☐ No

If yes, attach a copy of each permit.

Storage Tanks N/A – There are no storage tanks located on the proposed site.

List and describe all above and underground storage tanks at the Premises used to store petroleum or gasoline products, or other chemicals or wastes, including the contents and capacity of each tank. Please also provide copies of any registrations/permits for the tanks.

Have there been any leaks, spills, releases or other discharges (including loss of inventory) associated with any of these tanks? ☐ Yes or ☐ No

If yes, please provide all details regarding the event, including the response taken, all analytical results or reports developed through investigation (whether internal or external), and the agencies which were involved. _____

Polychlorinated Biphenyls ("PCB" or "PCB") And Asbestos

Provide any records in your possession or known to you to exist concerning any on-site PCBs or PCB equipment, whether used or stored, and whether produced as a byproduct of the manufacturing process or otherwise. Have there been any PCB spills, discharges or other accidents at the Premises?

☐ Yes or ☒ No

If yes, relate all the circumstances: _____

Do the Premises have any asbestos containing materials? ☐ Yes or ☒ No

If yes, please identify the materials: _____

Section VII: Adaptive Reuse Projects

Are you applying for tax incentives under the Adaptive Reuse Program? ☐ Yes or ☒ No

What is the age of the structure (in years)? _____

Has the structure been vacant or underutilized for a minimum of 3 years? (Underutilized is defined as a minimum of 50% of the rentable square footage of the structure being utilized for a use for which the structure was not designed or intended): _____

If vacant, number of years vacant: _____

If underutilized, number of years underutilized: _____

Describe the use of the building during the time it has been underutilized: _____

Is the structure currently generating insignificant income? (Insignificant income is defined as income that is 50% or less than the market rate income average for that property class) ☐ Yes or ☐ No

If yes, please provide dollar amount of income being generated, if any: _____

If apartments are planned in the facility, please indicate the following:

	Number of Units	Sq. Ft. Range Low to High	Rent Range Low to High
1 Bedroom	_____	_____	_____
2 Bedroom	_____	_____	_____
3 Bedroom	_____	_____	_____
Other	_____	_____	_____

Does the site have historical significance? ☐ Yes or ☐ No

Are you applying for either State/Federal Historical Tax Credit Programs? ☐ Yes or ☐ No

If yes, provide estimated value of tax credits

Briefly summarize the financial obstacles to development that this project faces without Clarence IDA or other public assistance, please provide the Clarence IDA with documentation to support the financial obstacles to development (you will be asked to provide cash flow projections documenting costs, expenses and revenues with and without IDA and other tax credits included indicating below average return on investment rates compared to regional industry averages).

Briefly summarize the demonstrated support that you intend to receive from local government entities. Please provide Clarence IDA with documentation of this support in the form of signed letters from these entities. Please indicate other factors that you would like Clarence IDA to consider such as: structure or site presents significant public safety hazard and or environmental remediation costs, site or structure is located in a distressed census tract, structure presents significant costs associated with building code compliance, site has historical significance, site or structure is presently delinquent in property tax payments

Section VIII: Senior Citizen Rental Housing Projects

Are you applying for tax incentives under the Senior Rental Housing policy? ☐ Yes or ☒ No

Has the project received written support from the city, town or village government in which it is located?

Describe the location of the project as it relates to the project's proximity to the town / village / city center or to a recognized hamlet _____

Is the project consistent with the applicable municipal master plan? ☐ Yes or ☐ No

If yes, please provide a narrative identifying the master plan (by name) and describing how the project aligns with the plan details: _____

Does the project advance efforts to create a walkable neighborhood and community in proximity to important local amenities and services? ☐ Yes or ☐ No

If yes, please provide a narrative describing the walkable nature of the project including access seniors would have to specific neighborhood amenities. _____

Has a market study shown that there is a significant unmet need in the local community or specific neighborhood where seniors are unable to find appropriate housing opportunities? ☐ Yes or ☐ No

Is the project located in an area (defined as a 1-5 mile radius of the project site) where there are significant local resident populations that are at or below the median income level? ☐ Yes or ☐ No

If yes, please describe how you made this determination based upon census tract and other relevant third party data: _____

Does the project provide amenities that are attractive to seniors and differentiates the project from standard market rate housing? ☐ Yes or ☐ No

If yes, please describe these amenities (examples may include: community rooms, social / recreational activity areas, senior oriented fixtures and safety amenities, security systems, call systems, on site medical services): _____

Are there impediments that hinder the ability to conventionally finance this project and /or negatively impact the project's return on investment? ☐ Yes or ☐ No

If yes, please briefly summarize the financial obstacles to development that this project faces without IDA or other public assistance. Please provide the IDA with documentation to support the financial obstacles to development (you will be asked to provide cash flow projections documenting costs, expenses and revenues with and without IDA and other tax credits included indicating below average return on investment rates compared to regional industry averages). _____

Will the project target (and maintain during the incentive period) a minimum 50% occupancy rate of senior citizens whose income is at or below 60-80% of the median income for Erie County?

☐ Yes or ☐ No

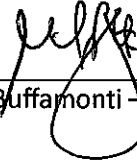
If yes, please describe provide a narrative citing key facts that substantiate this finding.

**TOWN OF CLARENCE INDUSTRIAL DEVELOPMENT AGENCY
INDUCEMENT RESOLUTION POLICY**

It shall be the policy of the Town of Clarence Industrial Development Agency that any inducement resolution adopted by the Board of Directors shall remain in full force and effect for a period of one (1) year from the date of its adoption. Thereafter, the Board of Directors may, in its discretion and upon good cause shown, adopt a further resolution extending the period of inducement for one (1) additional year from the date of the expiration of the original inducement. An Agency Extension Fee in the amount of \$500.00 shall be charged to the applicant for each such extension granted. Such Extension Fee shall be in addition to any other Administrative Fee or other fees incurred with respect to the project. Any request for an extension of the period of inducement beyond the one (1) additional year extension contemplated herein shall be addressed by the Board of Directors on a case-by-case basis.

Dynabrade, Inc.

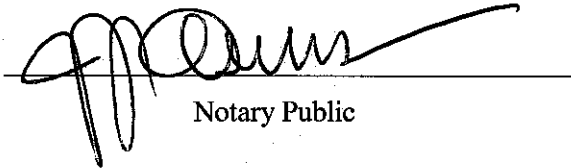
(Company Name)



Michael Buffamonti - President & CEO

Sworn to before me this 17th

day of December, 2025



Notary Public

N/A

(Sublessee Name)

(Owner/Partner/CEO)

Sworn to before me this 17th

day of December, 2025

Notary Public

JOHN SACCOMANNO NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01SA6367588 Qualified in Erie County Commission Expires November 20, 2029

Attachment 1: CIDA Fee Schedule

TOWN OF CLARENCE INDUSTRIAL DEVELOPMENT AGENCY FEE SCHEDULE

Application Fee: At the time of application for approval by the Agency of any transaction there shall be a non-refundable application fee of Five Hundred Dollars (\$500.00). If the request is for refinancing of an existing Project of the Agency where no public hearing is required, this Application Fee will be applied as an offset against all or a portion of the Agency Administrative Fee Due.

For an extension of an inducement, each extension of six months shall require payment of one quarter of the Agency Administrative Fee.

Agency Administrative Fees:

1. New Projects

The Agency Administrative Fee for new Projects shall be 1% of the dollar amount of the Project as determined by the Agency. One quarter of the Agency Administrative Fee or .25% must be received by the Agency prior to the issuance of a Sales Tax Letter by the Agency except for installment sale transactions when the entire Agency Administrative Fee of 1% is due at time of the issuance of the Sale Tax Letter. The balance of the Agency Administrative Fee or .75% shall be due on the closing of the transaction.

2. Refinancing's

The Agency Administrative Fee for refinancings shall be \$500 plus one percent (1%) of any new money being financed.

By way of illustration, if the Agency authorized a Project with a Project Cost of \$1,200,000, the initial Agency Administrative Fee payable would have been a total of \$12,000 with .25% or \$3,000 due at the time of the sales tax letter and \$9,000 payable at the closing. For purpose of illustration, we will assume that the Project was financed through bonds or a note and mortgage in the principal amount of \$1,000,000. At the end of five years, the Lessee comes to the Agency for assistance in refinancing the Project with a new borrowing of \$1,300,000. The Lessee will have to advise the Agency of the outstanding principal balance remaining on the bond or note. For purpose of illustration, we will assume that the principal balance has been reduced by \$100,000 leaving a remaining principal balance of \$900,000. The Lessee would have to pay an Agency Administrative Fee of 1% on the amount over the original \$1,200,000 authorized and for which the Agency Administrative Fee was paid or 1% of \$100,000 (\$1,000) plus an administrative fee of 1% on the difference between the \$1,000,000 originally borrowed and the remaining principal balance or 1% of \$100,000 (\$1,000) because that amount would also constitute new money. This would be in addition to the \$500 refinancing fee for a total Agency Administrative Fee of \$2,500.

3. Sublease Approvals

The Agency fee for approval of a new sublease for the entire Project shall be \$500.

4. Approval of Lease Assignment and Assumptions

The Agency Administrative Fee for approval of Lease Assignments and Assumptions shall be one quarter percent (.25%) of Agency Administrative Fee which would have been due if the Project was a new Project but reduced by the percentage of the benefit already received with respect to real property tax abatement.

By way of illustration, if it is assumed that the Agency provided a ten-year real property tax abatement as set forth below

Year	Tax Paid	Abatement
2013	10%	90%
2014	10%	90%
2015	10%	90%
2016	20%	80%
2017	20%	80%
2018	20%	80%
2019	30%	70%
2020	30%	70%
2021	30%	70%
2022	30%	70%

Total Abatement

7.9 years of abatement

If after year 2018, an application was received requesting that the Agency approve the assignment and assumption of the lease agreement, four years of abatement are remaining. If you add up the percentage of abatement for each year the total remaining abatement is 2.8 years of abatement. The fee would be 0.25% of the percentage remaining of the real property tax abatement (2.8 divided by 7.9 = 0.354430380 x 0.25% or 0.0025 times the original Project Cost). Assuming the original Project Cost was \$1,000,000, the fee at the time of the original Project would have been \$10,000. The fee for the assignment and assumption would be \$1,000,000 x 0.0025 x 0.354430380 = \$886.08.

Additional Fees

Additional costs associated with meeting the Agency's current environmental policy are the responsibility of the Applicant.

If the Project Application is withdrawn or does not close, the Applicant is responsible for any costs, including Agency Counsel Fees, incurred by the Agency on behalf of the Project.

Agency Counsel Fees

<u>Bond/Mortgage/Lease Project Cost</u>	<u>Legal Fee</u>
to \$750,000	\$5,000*
\$750,001 to \$1,500,000	\$7,500
\$1,500,001 to \$3,000,000	\$10,000
\$3,000,001 to \$5,000,000	\$12,500
\$5,000,001 to \$10,000,000	\$15,000

above \$10,000,000

\$20,000 minimum with additional legal fees payable based upon the circumstances and work involved

* With respect to legal fees for Projects up to \$750,000, this Legal Fee would include only two drafts of documents. In addition, if due to delays caused by the Lessee or the Lender, the closing is delayed beyond a sixty day period from the date of the first draft, additional time may also be billed by Agency Counsel in his or her discretion. If further drafts are required or the closing is unreasonably delayed, additional time shall be billed at the hourly rate then in effect for Agency Counsel for the additional time only.

Legal Fees for refinancings shall be based upon the dollar amount refinanced in accordance with the above schedule. In the case of minor amendments of the prior loan documents, Agency Counsel Fees shall be charged on a time basis at the hourly rate then in effect for Agency Counsel. Agency Counsel shall determine whether the amendment to the prior loan documents is a minor amendment in his or her sole reasonable discretion.

Installment Sale Transactions

Legal Fee

to \$750,000

\$3,000*

\$750,001 to \$1,500,000

\$5,000

\$1,500,001 to \$3,000,000

\$7,500

over \$3,000,000

\$10,000 minimum with additional legal fees payable based upon the circumstances and work involved

* With respect to legal fees for Projects up to \$750,000, this Legal Fee would include only two drafts of documents. In addition, if due to delays caused by the Lessee or the Lender, the closing is delayed beyond a sixty day period from the date of the first draft, additional time may also be billed by Agency Counsel in his or her discretion. If further drafts are required or the closing is unreasonably delayed, additional time shall be billed at the hourly rate then in effect for Agency Counsel for the additional time only.

Legal Fees for Assignment and Assumptions shall be on a time basis.

In addition to counsel fees, disbursement of up to \$1,000 will be added to each closing. If additional transcripts above the normal amount are required (5 for lease only and 7 for bond or mortgage transactions), they will be billed to reflect the additional copy cost and the additional binding costs and may exceed the \$1,000 total.

The above Fees Policies have been reviewed and accepted by the applicant

McB

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Attachment 2: Local Labor Workforce Certification

Project applicants (the "Company"), as a condition to receiving Financial Assistance (including a sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from the Town of Clarence, Erie County, Industrial Development Agency (the "Agency"), will be required to utilize Local Labor, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project").

Local Labor Defined

Local Labor is defined as individuals residing in Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, and Orleans County (collectively, the "Local Labor Area").

Local Labor Requirement

At least 90% of all Project employees of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively, the "Workers") working on the Project must reside within the Local Labor Area. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Labor Area to qualify under the 90% local labor criteria.

It is understood that at certain times, Workers residing within the Local Labor Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Labor Requirement (the "Local Labor Waiver Request") based on the following circumstances:

- (i) Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers;
- (ii) Specialized construction for which Local Labor Area Workers are not available;
- (iii) Documented lack of Workers meeting the Local Labor Area requirement. The Agency shall evaluate the Local Labor Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request; or
- (iv) Significant cost differentials in bids whereby use of Local Labor significantly increases the cost of the project. A cost differential of 25% is deemed significant.

Local Labor Reporting Requirement

Companies authorized to receive Financial Assistance from the Agency will be required to file or cause to be filed a Local Labor Utilization Report (the "Report") on such form as made available by the Agency, and as directed by the Agency, which will identify, for each Worker, the city, town, or village and associated zip code that each such Worker is domiciled in. The Report shall be submitted to the Agency as follows: (i) immediately prior to commencement of

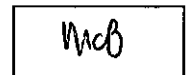
construction activities; and (ii) on or by the next following quarterly dates of January 1, April 1, July 1, and October 1 and each quarterly date thereafter through the construction completion date.

In addition, the Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy the applicable books and records of the Company and to perform spot checks of all Workers at the Project site to verify compliance with the Local Labor Requirement throughout the construction period.

Enforcement

If Agency staff determines that: (i) the Local Labor Requirement is not being met; or (ii) Agency staff, upon use of its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Labor Requirement, then written notice of said Local Labor Requirement violation (the "Notice of Violation") shall be provided to the Company. The Company shall have 10 business days thereafter to either: (i) provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement; (ii) submit the Local Labor Waiver Request as described above; or (iii) confirm in writing its inability to meet the Local Labor Requirement. If the Company does not respond to the Agency's Notice of Violation, or if the Company confirms its inability to meet the Local Labor Requirement then the Agency shall immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project. If a Local Labor Waiver Request is submitted and the Agency declines to issue the requested waiver, then the Company shall have 10 business days after receipt of the notice of the waiver request denial to provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement. If the Agency does not receive such confirmation, the Agency shall then immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project.

The above Certification has been reviewed and accepted by the applicant



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Attachment 3: CIDA Sublease Approval Form

**TOWN OF CLARENCE INDUSTRIAL DEVELOPMENT AGENCY
SUBLEASE APPROVAL FORM
SUB-TENANT QUESTIONNAIRE – TO BE COMPLETED BY PROPOSED TENANT**

1. COMPANY NAME: N/A – No tenant or sub-lessee
2. PRIMARY CONTACT: _____
3. TITLE: _____
4. COMPANY PRESIDENT / GENERAL MANAGER:
NAME: _____ TITLE: _____
5. COMPANY SIC (NACIS) CODE: _____
6. BUSINESS DESCRIPTION (*Describe in detail company background, products, customers, goods and services*): _____

7. HISTORY OF COMPANY: _____

8. DOES THIS OCCUPANCY CONSTITUTE A RELOCATION? Yes _____ No _____
9. IF YES, WHERE IS COMPANY PRESENTLY RELOCATING FROM? (*City, State or Province, Country*)
Address: _____
City: _____ State: _____ Zip: _____
 - a.) Is location to Clarence necessary to: (Check one or both if applicable)
 - Discourage your company from moving out of New York State? _____
 - To remain competitive within your industry? _____

(*If either or both are checked, please provide a specific, detailed explanation as attachment on company letterhead*)
 - b.) In regard to current location, does your company: Own: _____ Lease: _____
 - c.) If leased, when does the lease expire? _____
 - d.) If owned, what will become of the facility? _____

e.) Have local economic development officials in the municipality where the company is currently located been contacted about alternative sites within that municipality?

YES _____ NO _____

f.) If yes, what was the outcome? _____

g.) If no, why not? _____

10. WILL THIS CLARENCE LOCATION BE YOUR COMPANY'S HEADQUARTERS?

YES _____ NO _____

If no, where is the Company's Headquarters located (City, State or Province, Country)?

CITY _____ STATE / PROVINCE _____

11. CURRENT NUMBER OF EMPLOYEES:

FULL TIME: _____ PART TIME: _____

12. ESTIMATED NUMBER OF FUTURE EMPLOYEES (WITHIN TWO (2) YEARS):

FULL TIME: _____ PART TIME: _____

13. NUMBER OF EMPLOYEES THAT LIVE IN:

CLARENCE _____ BUFFALO _____

OTHER ERIE COUNTY _____ OUTSIDE ERIE COUNTY _____

14. APPROXIMATE PERCENTAGE OF PRODUCTS / SERVICES EXPORTED:

OUTSIDE ERIE COUNTY BUT WITHIN NEW YORK STATE _____

WITHIN THE REST OF THE U.S. _____

CANADA _____ INTERNATIONAL _____

Section IX: Representations, Certification and Indemnification

This Section of the Application can only be completed upon the Applicant receiving, and must be completed after the Applicant receives, IDA Staff confirmation that Section I through Section V of the Application are complete.

Michael Buffamonti (name of CEO or other authorized representative of Dynabrade, Inc.) confirms and says that he/she is the President and CEO (title) of (Dynabrade, Inc.) named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- A. Job Listings: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. First Consideration for Employment: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant. Copies of all filings shall be provided to the Agency.
- D. Employment Reports: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default

under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency Board members, said report being an agenda item subject to the Open Meetings Law.

- E. The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide with this Representation, Certification and Indemnification Form copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental Investigations. The Agency may require the Company and/or owner of the premises to prepare and submit an environmental assessment and audit report, including but not necessarily limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the owner and/or the Applicant. All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1 527-05, and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made within reports required herein.
- F. The Applicant and/or the owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or the owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations, and audits.
- G. Hold Harmless Provision: The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general counsel and/or the Agency's bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and 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: (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein; and (iii) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorney's 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 and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency, in

connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents 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 the New York State and local sales and use tax exemption benefit, the amount of the mortgage recording tax exemption benefit, and the amount of the real property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.

- H. This obligation includes an obligation to submit an Agency Fee Payment to the Agency in accordance with the Agency Fee policy effective as of the date of this Application
- I. By executing and submitting this Application, the Applicant covenants and agrees to pay the following fees to the Agency and the Agency's general counsel and/or the Agency's bond/transaction counsel, the same to be paid at the times indicated:

(i) a non-refundable \$_____ application and publication fee (the "Application Fee");

(ii) expense deposit for the Agency's Counsel Fee Deposit;

(iii) Unless otherwise agreed to by the Agency, an amount equal to _____ percent (____%) of the total project costs;

(iv) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel and/or the Agency's bond/transaction counsel, thus note that the Applicant is entitled to receive a written estimate of fees and costs of the Agency's general counsel and the Agency's bond/transaction counsel; and (2) other consultants retained by the Agency in connection with the proposed project, with all such charges to be paid by the Applicant at the closing.

- J. If the Applicant fails to conclude or consummate the necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable proper or requested action, or withdraws, abandons, cancels, or neglects the Application, or if the Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon the presentation of an invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs incurred by the Agency in furtherance of the Application, up to that date and time, including but not necessarily limited to, fees of the Agency's general counsel and/or the Agency's bond/transaction counsel.
- K. The Applicant acknowledges and agrees that all payment liabilities to the Agency and the Agency's general counsel and/or the Agency's bond and/or transaction counsel as expressed in Sections H and I are obligations that are not dependent on final documentation of the transaction contemplated by this Application.
- L. The cost incurred by the Agency and paid by the Applicant, the Agency's general counsel and/or bond/transaction counsel fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.

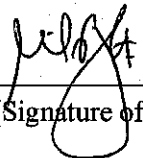
- M. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.
- N. The Applicant acknowledges that it has been provided with a copy of the Agency's Policy for Termination of Agency Benefits and Recapture of Agency Benefits Previously Granted (the "Termination and Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Termination and Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Termination and Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.
- O. The 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.
- P. 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.
- Q. 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.
- R. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
- S. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

Dynabrade, Inc.

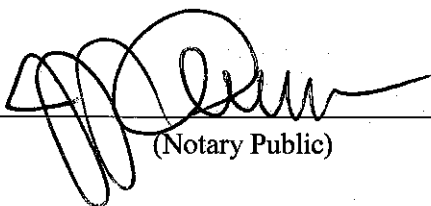
STATE OF NEW YORK
COUNTY OF ERIE) ss.:

Michael Buffamonti, being first duly sworn, deposes and says:

1. That I am President and CEO the (Corporate Officer) of Dynabrade, Inc. (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.


(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 17th day of December, 2025


(Notary Public)

JOHN SACCOMANNO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SA6367588
Qualified in Erie County
Commission Expires November 20, 2029

(Sublessee) – N/A – no sublessee

STATE OF NEW YORK

COUNTY OF ERIE) ss.:

_____, being first duly sworn, deposes and says:

1. That I am _____ the (Corporate Officer) of _____
(Sublessee) and that I am duly authorized on behalf of the Sublessee to bind the Sublessee.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

(Signature of Officer)

Subscribed and affirmed to me under penalties of
perjury this day of 2025

(Notary Public)

DYNABRADE, INC.
STOCK OWNERSHIP SCHEDULE
AS OF 11/20/25

ATTACHMENT 1

SHAREHOLDER	# OF SHARES	% OWNERSHIP
Walter N. Welsch 2006 Irrevocable Trust FBO Beverley Britzzalaro	108.3440	1.50%
Walter N. Welsch 2006 Irrevocable Trust FBO Kathleen Locke	108.3440	1.50%
Walter N. Welsch 2006 Irrevocable Trust FBO Louise MacVie	108.3440	1.50%
Walter N. Welsch 2006 Irrevocable Trust FBO Terrence Welsch	108.3440	1.50%
Walter N. Welsch 2006 Irrevocable Trust FBO Virginia Wiltberger	108.3440	1.50%
Virginia Wiltberger	426.8240	5.90%
Kathleen Patrick	151.4375	2.09%
Steven Wiltberger	151.4375	2.09%
Kenneth Wiltberger	151.4375	2.09%
Robert Wiltberger	151.4375	2.09%
Beverley Wiltberger - Payne	151.4375	2.09%
Valerie Wiltberger	151.4375	2.09%
Kathleen Locke	12.8240	0.18%
Timothy Allen	289.4375	4.00%
Gratchen Locke	289.4375	4.00%
Simon Locke	289.4375	4.00%
Terrence Welsch	426.8240	5.90%
Beverley Britzzalaro	426.8240	5.90%
Beverley and Daniel Britzzalaro	103.0000	1.42%
Joshua Britzzalaro	151.4375	2.09%
Amanda Britzzalaro	151.4375	2.09%
Emily Britzzalaro	151.4375	2.09%
Louise MacVie	426.8240	5.90%
Andrew MacVie V	151.4375	2.09%
Nicholas MacVie	151.4375	2.09%
Courtney MacVie	151.4375	2.09%
Employee Stock Ownership Plan - Allocated	2,186.1920	30.21%
Total	<u>7,236.5945</u>	<u>100.00%</u>

WRITE YOUR PHONE # ON
YOUR CHECK AND MAKE IT
PAYABLE TO:

AREN HAWES
CLERK
TOWN PLACE
CLARENCE, NY 14031

**CLARENCE CENTRAL
SCHOOL DISTRICT
TOWN OF CLARENCE**

JULY 1, 2025 THRU JUNE 30, 2026
OFFICE HOURS: MON - FRI 8:30AM - 4:30 PM
PAYMENT ONLINE: www4.erie.gov/clarence
FEES APPLY

** BILL NO. -- 9,057
SBL: 71.13-2-1.1/A
Dynabrade, Inc
8989 Sheridan Dr
Clarence, NY 14031

1003098
007829

PROPERTY LOCATION	
8989 Sheridan Dr	
ACRES OR DIMENSIONS	
AC-	15.74
SWIS CLASS SCHOOL	
143200	714 143201
RS BANK MORTGAGE	
1	R58-7
STATE AID SCHOOL	
28,467,417	
TAX SCHOOL CODE	UNIFORM % OF VALUE
114	100.00
ASSESSED VALUE	FULL MARKET VALUE
2,300,000	2,300,000

TAXES DUE BY 10/15/2025

LEVY DESCRIPTION	TOTAL LEVY	% OF CHANGE	TAXABLE	RATE	TAX AMOUNT
School Tax	59,102,900.00	2.5	2,300,000.00	10.108233	23,248.94

EXEMPTION	EQUALIZED VALUE	PURPOSE	FULL MARKET VALUE	TAX LEVIED - PAY THIS AMOUNT PAYABLE IN U.S. FUNDS ONLY.	\$23,248.94		
				2025 LATE PAYMENT SCHEDULE			
				Late Pay Dates	Penalty Amount	Base Tax	Total Due
				10/15/25-10/31/25	1,743.67	23,248.94	24,992.61
				11/01/25-12/01/25	2,092.40	23,248.94	25,341.34

B-L	143200 71.13-2-1.1/A		
BILL #		BANK #	SCHOOL
9,057		R58-7	143201

8989 Sheridan Dr
Dynabrade, Inc
8989 Sheridan Dr
Clarence, NY 14031

**TOWN OF CLARENCE
CLARENCE CENTRAL SCHOOL DISTRICT
2025-2026 SCHOOL TAXES DUE BY 10/15/2025**

**TAX LEVIED - PAY THIS AMOUNT
PAYABLE IN U.S. FUNDS ONLY.** **23,248.94**

3117038143200143201009057101525000023248946



☐ CHECK ☐ CASH ☐ PARTIAL

THIS SECTION FOR TAX OFFICE USE ONLY

IF REQUESTING RECEIPT, RETURN ENTIRE FORM AND CHECK HERE ☐
IF RECEIPT IS NOT REQUIRED, DETACH STUB AT PERFORATION
AND RETURN IT WITH PAYMENT

A/C# 1403 (RT) 9/22/25

WRITE YOUR PHONE # ON
YOUR CHECK AND MAKE IT
PAYABLE TO:

AREN HAWES
CLERK
TOWN PLACE
CLARENCE, NY 14031

**CLARENCE CENTRAL
SCHOOL DISTRICT
TOWN OF CLARENCE**

JULY 1, 2025 THRU JUNE 30, 2026
OFFICE HOURS: MON - FRI 8:30AM - 4:30 PM
PAYMENT ONLINE: www4.erie.gov/clarence
FEES APPLY

BILL NO. -- 9,058
SBL: 71.13-2-1.1/B
Dynabrade, Inc
8989 Sheridan Dr
Clarence, NY 14031

1005098
007830

PROPERTY LOCATION		
8989 Sheridan Dr		
ACRES OR DIMENSIONS		
SWIS CLASS SCHOOL		
143200	714	143201
RS BANK MORTGAGE		
1	RSB-7	
STATE AID SCHOOL		
28,487,417		
TAX SCHDCL CODE	UNIFORM % OF VALUE	
114	100.00	
ASSESSED VALUE	FULL MARKET VALUE	
3,100,000	3,100,000	

TAXES DUE BY 10/15/2025

LEVY DESCRIPTION	TOTAL LEVY	% OF CHANGE	TAXABLE	RATE	TAX AMOUNT
chopl Tax	59,102,900.00	2.5	3,100,000.00	10.108283	31,335.52

EXEMPTION	EQUALIZED VALUE	PURPOSE	FULL MARKET VALUE	TAX LEVIED - PAY THIS AMOUNT PAYABLE IN U.S. FUNDS ONLY	\$31,335.52		
				2025 LATE PAYMENT SCHEDULE			
				Late Pay Dates	Penalty Amount	Base Tax	Total Due
				10/16/25-10/31/25	2,350.16	31,335.52	33,685.68
				11/01/25-12/01/25	2,820.20	31,335.52	34,155.72

B-L	143200 71-13-2-1.1/B		
BILL #		BANK #	SCHOOL
9,058		RSB-7	143201

8989 Sheridan Dr
Dynabrade, Inc
8989 Sheridan Dr
Clarence, NY 14031

**TOWN OF CLARENCE
CLARENCE CENTRAL SCHOOL DISTRICT
2025-2026 SCHOOL TAXES DUE BY 10/15/2025**

**TAX LEVIED - PAY THIS AMOUNT
PAYABLE IN U.S. FUNDS ONLY** **31,335.52**

811703A143200143201009058101525000031335521



☐ CHECK ☐ CASH ☐ PARTIAL

THIS SECTION FOR TAX OFFICE USE ONLY

IF REQUESTING RECEIPT, RETURN ENTIRE FORM AND CHECK HERE ☐
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AND RETURN IT WITH PAYMENT.

AIC#1403 KT 9/22/25

WRITE YOUR PHONE # ON
YOUR CHECK AND MAKE IT
PAYABLE TO:
CLARENCE TOWN CLERK
KAREN HAWES
ONE TOWN PLACE
CLARENCE, NY 14031

**TOWN OF CLARENCE
COUNTY OF ERIE**

COUNTY AND TOWN TAX 2025
JANUARY 1, 2025 THRU DECEMBER 31, 2025

OFFICE HOURS: 8:30 AM - 4:30 PM
PAYMENT ONLINE: www4.erie.gov/clarence
FEES APPLY

** BILL NO. -- 11,369
SBL 71.13-2-1.11
Dynabrade, Inc
8989 Sheridan Dr
Clarence, NY 14031

007309		
PROPERTY LOCATION		
8989 Sheridan Dr		
ACRES OR DIMENSIONS		
FR- 273.08		
SWIS CLASS SCHOOL		
143200	714	143201
RS BANK MORTGAGE		
1	B	
COUNTY	STATE AID	TOWN
243,870,687		89,544
TAX SCHOOL CODE UNIFORM % OF VALUE		
100.00		
ASSESSED VALUE FULL MARKET VALUE		
2,850,000		2,850,000

TAXES DUE BY 02/18/2025

LEVY DESCRIPTION	TOTAL LEVY	% OF CHANGE	TAXABLE	RATE	TAX AMOUNT
Library Tax	30,947,322.00	4.3	2,850,000.00	.294956	840.82
County Service Tax	311,851,581.00	4.3	2,850,000.00	3.068997	8,746.84
General Town Tax	3,842,337.00	7.4	2,850,000.00	.592305	1,688.07
Highway Tax	5,068,988.00	2.9	2,850,000.00	.781084	2,226.09
32023 Harris Hill Fire Pro	1,118,851.00	-4.5	2,850,000.00	.733597	2,090.75
32098 Town Wide Drainage	524,697.00	2.0	2,850,000.00	.076118	218.94
32098 Town Wide Drainage	524,697.00	2.0	50.00	.010000	.50
32350 Town Wide Water	436,028.00	-1.1	223.00	.005000	1.12
32350 Town Wide Water	436,028.00	-1.1	2,850,000.00	.060265	171.76
32350 Town Wide Water	436,028.00	-1.1	50.00	.050000	2.50
32440 General Alarm	282,146.00	3.8	2,850,000.00	.042593	121.39

*ok
9/24/25*

EXEMPTION	EQUALIZED VALUE	PURPOSE	FULL MARKET VALUE	TAX LEVIED - PAY THIS AMOUNT PAYABLE IN U.S. FUNDS ONLY	\$16,106.38
				2025 LATE PAYMENT SCHEDULE ON TOTAL TAX DUE	
				Late Pay Dates:	Penalty Amount
				Base Tax	Total Due
				02/18/25-02/28/25	241.60
				03/01/25-03/17/25	483.19
				03/18/25-03/31/25	724.79
				04/01/25-04/15/25	966.38
				16,106.38	17,072.76

S-B-L	143200 71.13-2-1.11
BILL #	BANK #
11,369	B
	143201

8989 Sheridan Dr
Dynabrade, Inc
8989 Sheridan Dr
Clarence, NY 14031

TOWN OF CLARENCE

2025 COUNTY & TOWN TAX DUE BY 02/18/2025

TAX LEVIED - PAY THIS AMOUNT PAYABLE IN U.S. FUNDS ONLY	16,106.38
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2117038143200143201011367021625000016106388



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IF REQUESTING RECEIPT, RETURN ENTIRE FORM AND CHECK HERE ☐
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AND RETURN IT WITH PAYMENT.

007309

WRITE YOUR PHONE # ON
YOUR CHECK AND MAKE IT
PAYABLE TO:
CLARENCE TOWN CLERK
KAREN HAWES
ONE TOWN PLACE
CLARENCE, NY 14031

TOWN OF CLARENCE
COUNTY OF ERIE
COUNTY AND TOWN TAX 2025
JANUARY 1, 2025 THRU DECEMBER 31, 2025

OFFICE HOURS: 8:30 AM - 4:30 PM
PAYMENT ONLINE: www4.erie.gov/clarence
FEES APPLY

** BILL NO. -- 11,368
SBL. 71.13-2-1.1/B
Dynabrade, Inc
8989 Sheridan Dr
Clarence, NY 14031

009621		
PROPERTY LOCATION		
8989 Sheridan Dr		
ACRES OR DIMENSIONS		
SWIS CLASS SCHOOL		
143200	714	143201
RS BANK MORTGAGE		
1 R88-7		
COUNTY	STATE AID	TOWN
243,870,687		89,544
TAX SCHOOL CODE		UNIFORM % OF VALUE
		100.00
ASSESSED VALUE		FULL MARKET VALUE
3,100,000		3,100,000

TAXES DUE BY 02/18/2025

LEVY DESCRIPTION	TOTAL LEVY	% OF CHANGE	TAXABLE	RATE	TAX AMOUNT
Library Tax	30,947,322.00	4.3	3,100,000.00	.284956	814.36
County Service Tax	311,851,581.00	4.3	3,100,000.00	3.068997	9,513.89
General Town Tax	3,842,337.00	7.4	3,100,000.00	.592805	1,836.15
Highway Tax	5,066,983.00	2.9	3,100,000.00	.781084	2,421.36
32023 Harris Hill Fire Pro	1,118,851.00	-4.5	3,100,000.00	.793597	2,274.15
32098 Town Wide Drainage	524,687.00	-2.0	3,100,000.00	.078118	235.97
32350 Town Wide Water	436,028.00	-1.7	3,100,000.00	.060265	186.82
32440 General Alarm	282,145.00	3.8	3,100,000.00	.042593	132.04

[Handwritten signature]

EXEMPTION	EQUALIZED VALUE	PURPOSE	FULL MARKET VALUE	TAX LEVIED - PAY THIS AMOUNT PAYABLE IN U.S. FUNDS ONLY	\$17,514.74
				2025 LATE PAYMENT SCHEDULE ON TOTAL TAX DUE	
				Late Pay Dates:	Penalty Amount
				Base Tax	Total Due
				02/18/25-02/28/25	262.72
				17,514.74	17,777.46
				03/01/25-03/17/25	525.44
				17,514.74	18,040.18
				03/18/25-03/31/25	788.16
				17,514.74	18,302.90
				04/01/25-04/15/25	1,050.88
				17,514.74	18,565.62

S-B-L	143200 71.13-2-1.1/B
BILL #	BANK #
11,368	R88-7
	143201

8989 Sheridan Dr
Dynabrade, Inc
8989 Sheridan Dr
Clarence, NY 14031

TOWN OF CLARENCE
2025 COUNTY & TOWN TAX DUE BY 02/18/2025

TAX LEVIED - PAY THIS AMOUNT PAYABLE IN U.S. FUNDS ONLY	17,514.74
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2117038143200143201011368021825000017514749



THIS SECTION FOR TAX OFFICE USE ONLY

IF REQUESTING RECEIPT, RETURN ENTIRE FORM AND CHECK HERE ☐
IF RECEIPT IS NOT REQUIRED, DETACH STUB AT PERFORATION
AND RETURN IT WITH PAYMENT.

DYNABRADE, INC.
40,000 SQUARE FOOT ADDITION PROJECT
AS OF 11/20/25

ATTACHMENT 3

DATE	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
7/21/05	SILVESTRI ARCHITECTS	20250721	RETAINER	10,000
8/20/25	SJL WETLANDS	25-065 (1)	WETLAND DELINIATION	1,250
8/27/25	SILVESTRI ARCHITECTS	22075	SCHEMATIC DESIGN	2,588
8/31/25	MCINTOSH & MCINTOSH	15930	LOCATION OF WETLAND FLAGS	700
8/31/25	SJL WETLANDS	25-065 (2)	WETLAND DELINIATION	1,200
9/4/25	SILVESTRI ARCHITECTS	22095	SCHEMATIC DESIGN	1,273
9/18/25	SILVESTRI ARCHITECTS	22137	SCHEMATIC DESIGN	1,250
9/30/25	SILVESTRI ARCHITECTS	22193	SITE PLAN REVIEW	5,862
6/19/25	C&S COMPANIES	1134832	WETLAND DELINIATION	2,478
10/30/25	SILVESTRI ARCHITECTS	22210	ACHITECTURAL CONSTRUCTION DOC	4,600
TOTAL				31,201

History and Description of Dynabrade, Inc.

Dynabrade was founded in 1969 by Walter Welsch. Mr. Welsch started working at *3M Company* in 1951 selling coated abrasives in Western New York. During his time at 3M, he saw a need for a tool while visiting one of his customers. The device that Mr. Welsch eventually designed and developed was, what we know today as, the "Dynafile" which is a versatile abrasive belt tool that has multiple uses in manufacturing and assembly. This tool eventually led to the start of Dynabrade.

Dynabrade has earned a reputation and position of leadership in the innovative design and manufacturing of unique portable abrasive power tools for grinding, deburring, filing, sanding and polishing to meet the needs of many industries. The Company has provided high quality tools to customers through a worldwide network of professional distributors, developed and managed by the Company for use with metals, wood, plastics, glass, rubber, stone, fiberglass and composites. Dynabrade is also *ISO 9001:2015* certified. As general demand for custom designed, portable power-driven hand tools and related products in the industrial setting has grown over the years, engineers and designers at Dynabrade pioneered many technological advancements and expansion of its industrial focused product line to include:

- Abrasive belt tools
- Abrasive finishing tools
- Random orbital sanders
- Gear-driven and finishing sanders
- Polishers and buffers
- Disc sanders, die grinders
- Wheel grinders
- Clean air solutions
- Robotic automation solutions
- Reciprocating filers, saws
- Assortment of accessories

Dynabrade products and accessories are shipped to over 90 different countries. Major international markets include Europe, India, South America, Southeast Asia, Canada, and Mexico.

The Company is vertically integrated, which generates most of its revenues through the design, assembly, and sales of industrial power tools, accessories, and abrasives. The parent company, Dynabrade, Inc. is organized as the design, assembly, and marketing arm of the business. The international divisions of the parent company are responsible for the distribution and sales of Dynabrade products within Canada, Mexico, Central and South America, Europe, Africa, India and Pacific Rim countries.

Dynabrade prides itself on providing the highest quality equipment to the markets it serves. Its products are continually updated and redesigned to meet or exceed the Company's own quality and ergonomic standards.

Current global locations are as follows:

- **Dynabrade, Inc. (Corporate Headquarters)**

Location: 8989 Sheridan Dr.
Clarence, NY 14031

Originally located in Tonawanda, NY, Dynabrade's manufacturing operations and offices were moved to the Town of Clarence, New York in 1990. The original 28,000 square foot office building in Clarence has been expanded several times to approximately 150,000 square feet today. The Clarence facility has 150 employees. Dynabrade, Inc. is the parent company of the following wholly owned subsidiaries:

- **Dynabrade Europe S.ar.l.**

Locations: Zone Artisanale Op Tomm 6
L-5485 Wormeldange-Haut
Luxembourg

This subsidiary is a wholly owned sales, warehousing, and distributor of Dynabrade products primarily within the European market, Middle East, and Africa.

- **Dynabrade India Abrasive Power Tools Private Limited**

Location: EL-54, TTC Industrial Area, M.I.D.C. Mahape
Electronic Zone Navi Mumbai – 400705
Maharashtra, India

The wholly owned subsidiary was established in 2007 to act as a warehouse and distribution facility for sales in the Indian and Southeast Asia markets.

- **Manth Manufacturing, Inc.**

Location: 131 Fillmore Ave.
Tonawanda, NY 15150

In 2021, the Company acquired Manth Manufacturing (Manth), a Buffalo area privately owned business providing high precision machined components. Manth is the Company's largest supplier of machined parts and occupies 30,500 square feet in their Tonawanda location, employing 34 employees.

- **Global Abrasive Products, Inc.**

Locations: 62 Mill St.
Lockport, NY 14094

378 Niagara St.
Lockport, NY 14094

1035 Nine N. Dr.
Alpharetta, GA 30004 [CLOSED MARCH 2025]

In 2023, the Company acquired Global Abrasive Products, Inc. (GAP), an abrasive converting business which expanded the existing Dynabrade product offerings. GAP has two

manufacturing and warehousing locations occupying 50,000 square feet in total and has 35 employees.

Dynabrade, Inc. Expansion Plan Project Narrative

The purpose of this project is to ensure the future viability of our company (*Dynabrade*) which currently employs over 320 employees worldwide and has approximately 150 employees in Erie County, NY.

Reasoning:

Company's USA subsidiary, *Global Abrasive Products* is currently located at two locations in Lockport, NY and employs approximately 35 employees.

The Company's two facilities in Lockport, NY are in need of major repairs and capital improvements. The safety and wellbeing of our employees as well as the inefficient layouts and lack of space for future expansion are of concern. Combining the two existing locations of *Global Abrasive Products* into one facility would significantly improve the management of our operations and create efficiencies by eliminating unnecessary redundancy in warehousing and administration. Inter-division shipping would also be eliminated, saving time and money.

Proposed Plan:

The Plan is to construct a 40,000 square-foot addition to the Company's existing corporate headquarters and manufacturing facility in Clarence at 8989 Sheridan Dr. The land required is currently owned by the Company and is used partially for parking and partially vacant.

The new addition will have an energy efficient design that will allow for more efficient workflows due to improved machinery and equipment layout and greatly reduced building and equipment maintenance. The facility will also greatly enhance the daily work experience and comfort of our employees by improving lighting, air quality and temperature, and safety. We believe this new facility will also enhance the ability to offer high quality products at competitive prices to our customers as well as significantly boost our ability to attract new customers, which would result in not only stability of our operation and employees, but augmenting our need to expand our workforce in Erie County, NY.

Options outside of Clarence, NY include, but are not limited to the following:

- Expansion of facility in Alpharetta, GA facility which would include relocation of the Company's two operations in Lockport, NY. (NOTE: This facility was closed in March 2025.)
- Purchase an existing building in Niagara County, NY near the existing locations in Lockport, NY.
- Purchase land in Niagara County, NY near the existing locations in Lockport, NY and construct a new building.
- Make significant capital improvements to the two properties and buildings currently owned by the Company in Lockport, NY.
- Purchase or lease an existing facility at a centralized location for our customers and suppliers outside of Western New York.

Need for Financial Assistance:

The proposed project would be the largest capital project in the 56-year history of *Dynabrade*. The construction of a new state-of-the-art facility would not only safeguard the stability and well-being of our current local employees for years to come but would also relocate jobs from Niagara County to Erie County, New York. Additionally, new construction jobs and new business activity for Western New York companies would be created. Financial assistance and support from local agencies, utility companies and state agencies is absolutely necessary for this project to take place.

While the Company's preference is for this project to take place locally, an economic feasibility study is currently being conducted at locations outside of Western New York, namely Alpharetta, GA where a viable manufacturing and distribution center had been in operation for several decades. Programs such as tax abatement, sales & use tax exemptions, local job creation tax credits and discounted permit & inspection fees are currently available for qualifying expansion projects in Forsyth County, GA. An existing labor force and customer base at this location make it an enticing alternative for the expansion and relocation of our abrasive conversion business.

The support of the Clarence I.D.A. will help ensure that this project takes place locally, which will in turn nourish the prosperity of *Dynabrade* and *Dynabrade's* current company headquarters, manufacturing plant, and distribution center in Clarence, NY. Financial assistance will help preserve and secure Western New York jobs provided by *Dynabrade* as well as local jobs at *Dynabrade's* regional suppliers and service providers. Opportunities for continued expansion in the future will also be enhanced.



AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 5th day of September in the year 2025

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Dynabrade Inc.
8989 Sheridan Drive
Clarence, NY 14031

and the Contractor:

(Name, legal status, address and other information)

Montante Construction
2760 Kenmore Avenue
Tonawanda, NY 14150

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

for the following Project:

(Name, location and detailed description)

Dynabrade Facility Expansion
8989 Sheridan Drive
Clarence, NY 14031

Dynabrade Project No. 239

The Architect:

(Name, legal status, address and other information)

Silvestri Architects, PC
1321 Millersport Highway, Suite 101
Buffalo, NY 14221

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 INSURANCE**
- 6 GENERAL PROVISIONS**
- 7 OWNER**
- 8 CONTRACTOR**
- 9 ARCHITECT**
- 10 CHANGES IN THE WORK**
- 11 TIME**
- 12 PAYMENTS AND COMPLETION**
- 13 PROTECTION OF PERSONS AND PROPERTY**
- 14 CORRECTION OF WORK**
- 15 MISCELLANEOUS PROVISIONS**
- 16 TERMINATION OF THE CONTRACT**
- 17 OTHER TERMS AND CONDITIONS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1** this Agreement signed by the Owner and Contractor;
- .2** the drawings and specifications prepared by the Architect, and enumerated as follows:

Drawings:		
Number	Title	Date
None		
Specifications:		
Section	Title	Pages
None		
.3 addenda prepared by the Architect as follows:		
Number	Date	Pages
None		

- .4** written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified and attached as follows:

- a) Montante Construction Conceptual Budget REV03 letter dated 08/27/2025 – 4 pages
- b) Montante Construction Concept Budget Scope of Work excel spreadsheet dated 08/27/2025 – 2pages

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

The date of receipt of the approved building permit from the Town of Clarence

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

☒ [X] Not later than two hundred sixty-seven (267) calendar days from the date of commencement.

☐ [] By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Six million one hundred sixty-four thousand one hundred twenty-seven dollars and zero cents (\$ 6,164,127.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
To be provided with Invoice #1	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
Landscape	\$15,405
Grinder Pump	\$4,500
Building Permit	\$25,000

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

5% retention, reduced to 2.5% once the project is 50% completed. Net payment due from Owner to Contractor within 25 days of receipt of Contractor invoice.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

12 % (twelve percent) per annum simple interest

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million (\$ 1,000,000) each occurrence, two million (\$ 2,000,000) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Umbrella	\$5,000,000

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email.

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of

such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and reasonably compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) reasonably compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants from one (1) year from Substantial Completion to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Owner shall provide the Contractor a Capital Improvement or IDA Exemption certificate.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide

matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

10.4 New tariffs that become effective after the execution of this Contract that substantially (more than 10%) increase or decrease the cost of material, equipment, or labor shall be considered a change in the Work that will allow the Contract Sum and Contract Time to be adjusted accordingly. Documentation will be provided to show any impacts that new tariffs have,

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application

for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons

who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.


§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.


§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)


OWNER (Signature)
Colin F. Brogan, Vice President -
(Printed name and title) Operations


CONTRACTOR (Signature)
Douglas Elia, President
(Printed name and title)

Additions and Deletions Report for AIA® Document A105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:58:14 EDT on 09/09/2025.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the 5th day of September in the year 2025

PAGE 2

- .2 the drawings and specifications prepared by the Architect, dated ~~and~~ and enumerated as follows:

PAGE 3

- .5 other documents, if any, identified and attached as follows:

- a) Montante Construction Concept Budget Scope of Work excel spreadsheet dated 08/27/2025 – 2 pages

The date of receipt of the approved building permit from the Town of Clarence

[☒] Not later than two hundred sixty-seven (267) calendar days from the date of commencement.

PAGE 4

Item	Price
<u>Landscape</u>	<u>\$15,405</u>
<u>Grinder Pump</u>	<u>\$4,500</u>
<u>Building Permit</u>	<u>\$25,000</u>

~~§ 5.4.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 5.4.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.~~

PAGE 5

Coverage	Limits
<u>Umbrella</u>	<u>\$5,000,000</u>

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Written notice under this Agreement may be given by one party to the other by email as set forth below.
~~(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)~~

PAGE 6

§ 8.1.2 The Contractor shall carefully study and reasonably compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) ~~carefully~~ reasonably compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

The Contractor warrants from one (1) year from Substantial Completion to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

PAGE 7

The Contractor ~~Owner~~ shall ~~pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.~~ provide the Contractor a Capital Improvement or IDA Exemption certificate.

PAGE 8

10.4 New tariffs that become effective after the execution of this Contract that substantially (more than 10%) increase or decrease the cost of material, equipment, or labor shall be considered a change in the Work that will allow the Contract Sum and Contract Time to be adjusted accordingly. Documentation will be provided to show any impacts that new tariffs have.

PAGE 10

§ 15.2.1 ~~At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.~~

~~§ 45.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.~~

~~§ 45.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.~~

PAGE 11

ARTICLE 17 OTHER TERMS AND CONDITIONS

~~(Insert any other terms or conditions below.)~~

Variable Information

PAGE 1

AGREEMENT made as of the 5th day of September in the year 2025

Dynabrade Inc.

8989 Sheridan Drive

Clarence, NY 14031

Montante Construction

2760 Kenmore Avenue

Tonawanda, NY 14150

Dynabrade Facility Expansion

8989 Sheridan Drive

Clarence, NY 14031

Silvestri Architects, PC

1321 Millersport Highway, Suite 101

Buffalo, NY 14221

PAGE 2

Number	Title	Date
<u>None</u>		
Section	Title	Pages
<u>None</u>		

PAGE 3

Number	Date	Pages
<u>None</u>		

- a) Montante Construction Conceptual Budget REV03 letter dated 08/27/2025 – 4 pages
- b) Montante Construction Concept Budget Scope of Work excel spreadsheet dated 08/27/2025 – 2pages

[☒] Not later than two hundred sixty-seven (267) calendar days from the date of commencement.

Six million one hundred sixty-four thousand one hundred twenty-seven dollars and zero cents (\$ 6,164,127.00)

Portion of the Work	Value
<u>To be provided with Invoice #1</u>	

None

PAGE 4

Item	Price
<u>Landscape</u>	<u>\$15,405</u>
<u>Grinder Pump</u>	<u>\$4,500</u>
<u>Building Permit</u>	<u>\$25,000</u>

Item	Units and Limitations	Price per Unit (\$0.00)
<u>None</u>		

5% retention, reduced to 2.5% once the project is 50% completed. Net payment due from Owner to Contractor within 25 days of receipt of Contractor invoice.

12 % (twelve percent) per annum simple interest


§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million (\$ 1,000,000) each occurrence, two million (\$ 2,000,000) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

Coverage	Limits
<u>Umbrella</u>	<u>\$5,000,000</u>

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:56:14 EDT on 09/09/2025 under Order No. 20250131897 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ - 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed) _____

Douglas Elia, President
(Title) _____

09/05/2025
(Dated) _____



2760 Kenmore Avenue
Tonawanda, NY 14150

August 12, 2025 revised August 13, 2025 revised August 27, 2025

Dynabrade
8989 Sheridan Drive
Clarence, NY 14031

Attn: Colin Brogan

Re: 40,000 SF Addition

Subj: Conceptual Budget - REV03

Dear Colin:

Montante Construction is pleased to submit our Conceptual budget for the Dynabrade 40,000 SF Addition project. Pricing is based on the attached "Building addition Comp_6-5-25" aerial layout, "New Addition Mock-Up_v2" rendering, "40K Layout" hand-drawn floor plan, and our walkthrough of the site conducted on June 11th, 2025. Our pricing includes the following:

Building Structure:

- New 200' x 200' warehouse addition totaling 40,000 SF
- Structural steel framing system including columns, beams, joists, and roof deck
- Shallow CIP concrete foundation system to bear at 4'-0" below grade or on native rock, whichever is higher.
- CMU exterior perimeter walls – 12" scored block included.
- Roof elevation set approximately 20'-8" above finished floor. EPDM Roof utilized.
- Roof blocking and miscellaneous wood blocking at perimeter as required
- Install (8) Acrylic dome skylights on insulated curbs – 24" x 48" or similar
- (10) 30"x48" windows in masonry opening per elevation (30 in total)
- Cut hole in exterior wall of existing building for access into new addition. Install new Raynor Firecoil door in the opening.

Building Interiors:

- Interior buildout based on hand-drawn "40K layout"
 - New offices/bathrooms as shown,
 - All walls will be painted
 - Includes 3'x5' hollow metal framed windows with 1/4" tempered glass at each office/conference room front.
 - Exposed roof framing and decking will be painted white to match your existing building.
 - Rev-02 budget includes relocating (1) of the above referenced offices to be a "remote" office in the center of the warehouse. This office will have be constructed out of metal studs and drywall, will have 3'x5' windows on all 4 sides, and will have an ACT ceiling with lighting at 10' AFF. This





2760 Kenmore Avenue
Tonawanda, NY 14150

office will have venting in the doors only. No separate A/C or heating provided to this remote office.

- All Mechanical, Electrical, Plumbing, and Fire Protection numbers are design/build
 - We have carried MJ Mechanical's pricing, dated 8/11/25, in our budget.

Loading Docks & Access:

- Installation of (2) recessed deep loading docks with Overhead doors and loading dock equipment.
- Installation of (1) grade-level overhead door
- Site grading and concrete work associated with dock areas

Site Improvements:

- Reconfiguration and expansion of approximately 27,500 SF of asphalt parking area
- Site demolition including removal of existing asphalt, concrete pads, and sidewalks, in the affected work zone
- Modifications to site utilities, including:
 - Relocation of existing fire hydrant
 - New storm drainage piping for roof drain connections
 - Installation of new catch basin and tie-in to existing drainage system
 - Installation of cast-iron trench drains as needed at loading dock areas
 - Electrical infrastructure adjustments, including relocation of existing EV charging station and relocation of existing site lighting
 - Decommissioning (3) existing drainage wells. Wells will be removed as required to install new building foundations, and the remaining infrastructure will be abandoned in place. Drainage for new building will be piped directly into existing storm system
- Budget includes a landscaping allowance of \$15,405. Of this \$15,405 allowance, \$5,000 is allocated to plantings and other minor landscaping improvements.

The pricing for above-referenced scope of work would be ~~Six Million One Hundred Eighty Four Thousand Five Hundred Twenty Eight and 00/100 Dollars (\$6,184,528.00) (\$654.63/SF)~~

Reference "DYNABRADE 40K SF ADDITION - CONCEPT
BUDGET - UPDATE #4 - 8/27/2025 SCOPE OF WORK" for
final budget total.

Our pricing is good for 30 days.

The following items are excluded from this proposal:

- Fire Alarm, Tele/Data, Building Controls, building security
- Architectural, Structural, or Civil design.
- Geotechnical testing & reporting
- MWBE Contracting or hiring requirements.
- Hazardous materials abatement.
- Contaminated Soils disposal.
- Prevailing Wages
- Bonding





Montante
CONSTRUCTION

2760 Kenmore Avenue
Tonawanda, NY 14150

- Off hours work. We have figured all work to be performed during regular working hours.

Montante Construction

Ian Abram

Ian Abram
Chief Estimator

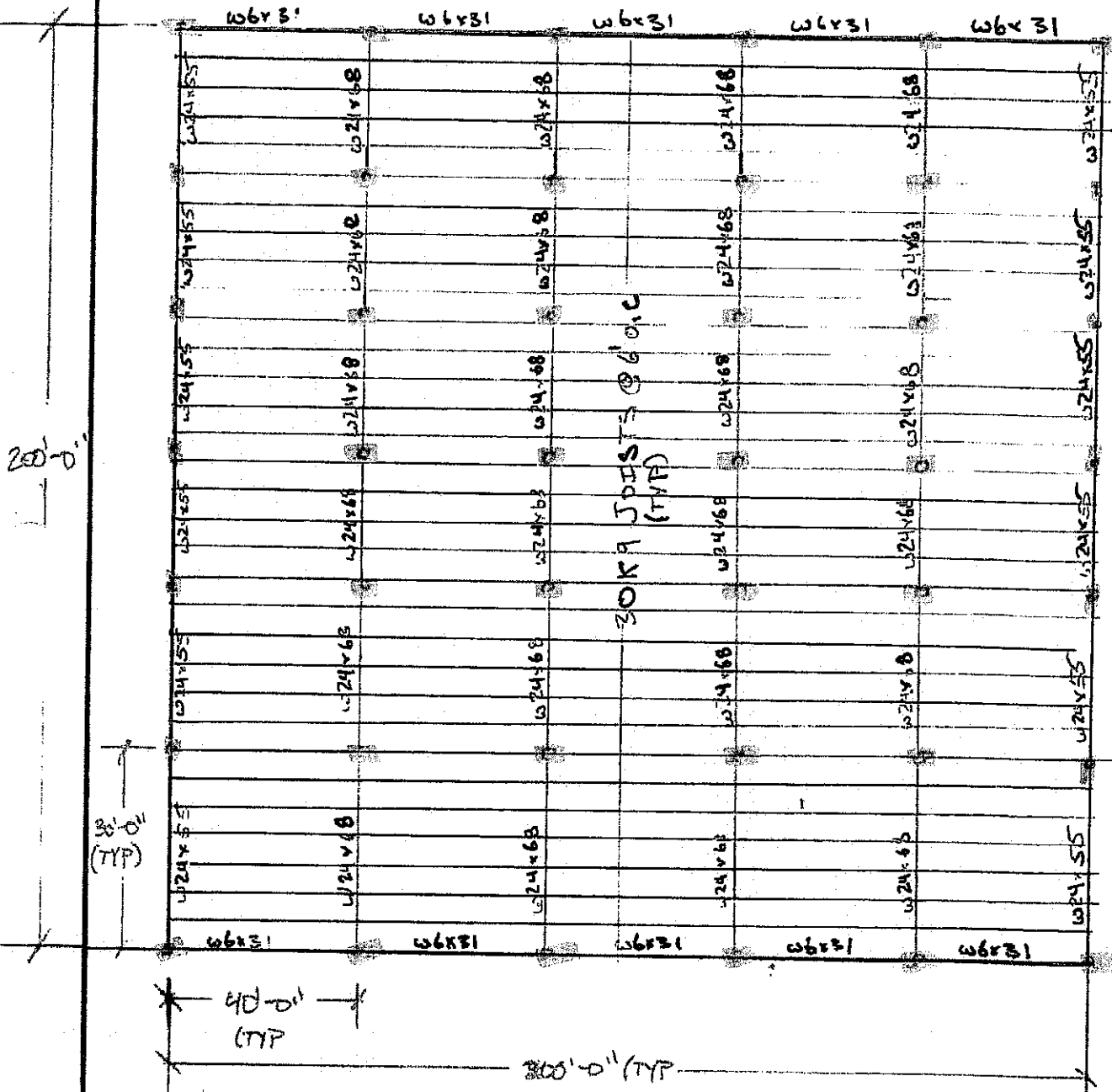




DYNABRADE PROPOSED ADDITION

ROOF FRAMING PLAN

No. _____
Page _____ of _____
Date _____
Prepared by _____
Reviewed by _____



W6x31 @ 2'-0" HIGH (42) EA

EXISTING BUILDING

DYNABRADE 40K SF ADDITION - CONCEPT BUDGET - 6/26/25 - Update #4 - 8/27/25 - SCOPE OF WORK

Item No.	Item Description	Quantity	U/M
1	Overview:		
2	Construction of a 40,000 square foot warehouse addition to their existing building		
3	Structural Steel Framing with CMU Exterior Walls		
4	Conceptual Level Budget rev01		
5			
6	Basic Programs:		
7	Total square foot of building	40,000 SF	
8	Number of Deep Docks	2 EA	
9	Number of Grade Docks	1 EA	
10	Footprint	200' x 200'	
11	Parking Lot Rework/Addition	27,500 SF	
12			
13	Building Heights		
14	Bottom of deck Elevation above Finished Floor	10'-1"	
15			
16	Major Assumptions:		
17	Interior buildout based on Hand drawn "40K Layout" sketch received by Montante Construction 5/23/25		
18	Excludes Tele/Data		
19	Excludes Building Controls		
20			
21	Schedule:		
22	Use detailed construction schedule		
23	Construction: 8 months +/-		
24			
25	Waters:		
26	No prevailing water, no Davis Bacon; all work is open shop in unit prices		
27			
28	Taxes & Special Use Permits:		
29	No special use permitting included		
30	Capital Improvement Sales Tax Status Assumed		
31			
32			
33	Site Utility Items		
34	Fire water loop - relocate existing hydrant up to 30 LF from existing location in back parking lot	50	LF
35			
36	Storm System - New storm piping for roof drains - assume pick up new catch basin new existing parking lot	250	LF
37	Storm System - Add (2) catch basin to new parking lot area	2	EA
38	Storm System - Tie into existing catch basin in existing parking lot +/- 150 LF away	150	LF
39	Storm System - Install Cast-iron Trench drain at bottom of deep dock & tie into new storm line	25	LF
40	Storm System - Allow to remove existing drainage wells as needed to install new foundations. Fill void with flowable fill. Abandon UG piping	3	EA
41			
42	Sanitary System - NO WORK - existing septic system has sufficient capacity. Interstar connection	0	LS
43			
44	Site Electrical - Relocate (1) EV charger up to 150 LF from existing location	1	LS
45	Site Electrical - Install (1) new light-pole base and install salvaged pole	1	LS
46	Site Electrical - EXCAVATE LINE FOR ABOVE	1	LS
47			
48			
49	Site Work - DEMOLITION		
50	Site Demolition - Remove and dispose of existing sheds & associated concrete pads	2	EA
51	Site Demolition - Remove and dispose of existing light pole base, salvage pole for reuse	1	EA
52	Site Demolition - Demo existing asphalt pavement at footprint of new building and deep docks	21600	SF
53			
54			
55	Site Work:		
56	General site survey & layout	1	LS
57			
58	Erosion control work - site fence	2756	LF
59	Erosion control work - Stabilized Construction Entrance	1	LS
60	Erosion control work - clearing wash	1500	SF
61	Erosion control work - maintenance - inspections required - Disabling over 1 acre	1	LS
62			
63	Site Fill - bring up grade at rear of building to 5'-0" below proposed building slab for new parking lot and grading - 13,600 sf	2500	CY
64	Site - Finish Grading to balance site	1	LS
65			
66	Foundation Excavation & Backfill - building - MINOR WORK - no rock excavation - assumes rock at 5' BEG @ exist bldg	40000	SF
67	Foundation Excavation & Backfill - Deep Dock - 30' wide x 50' long x 6' deep slopes to grade - no rock excavation - assumes rock at 5' BEG @ exist bldg	339	CY
68			
69	Building Pad - Fabric	40000	SF
70	Building Pad - Bring grades up to edge of 8' thorough foundation - floor @ +4', grade slopes 5' from existing bldg to new bldg edge	8180	CY
71	Building Pad - misc. grading	40000	SF
72			
73	Paving - Standard Duty Asphalt Pavement - Fabric	17500	SF
74	Paving - Standard Duty Asphalt Pavement - 2" Crusher Run - 10"	17500	SF
75	Paving - Standard Duty Asphalt Pavement - 2" Binder 1.5" top	17500	SF
76	Paving - Pavement Markings	1	LS
77	Paving - Patch pavement at existing parking lot for install of new storm	1	LS
78	Paving does not include any work to existing parking lot other than what is listed above		
79			
80	Concrete Pavement - Stone subbase for Concrete pavement - 10' x 1' BOC	2896	SF
81	Concrete Pavement - Deep Dock slab - 8" thick with 6# WWF Reinforcement	2056	SF
82	Concrete Pavement - Grade dock slab - 6" thick with 6# WWF Reinforcement	600	SF
83			
84	Landscaping - Topsoil for lawn area - assume import 30% - 250 CY @ 75% = 143 CY	143	CY
85	Landscaping - Fine Grade at above	7341	SF
86	Landscaping - Seeding at above	7341	SF
87	Landscaping - Allow for minor landscape improvements	1	LS
88			
89			
90	Building Demolition		
91	Demolition in existing building for new building @ 2 location - up to 30' wide x 10' high	1	LS
92			
93			
94	Building Core & Shell:		
95	Concrete Foundations - Building Foundations - Piers/footings @ 40"x40" grid, 12" wall @ 4' piers/footings, 8" @ deep dock	311	CY
96	Concrete Foundations - Deep Dock - 24" wide x 18" deep footing under 10' wall = 5'-0" high x 101 LF total	34	CY
97	Concrete Foundations - CIP Concrete Slab @ Rear Employee Entrance - includes Walls, esp. stairs	7	CY
98	Concrete Foundations - Rock dowels for up to 400 LF of wall	1	LS
99			
100	Concrete Flatwork - Building Slab - 6 mil VR, 6" thick, 1.5CV fiber mesh, 4,000 PSI regular wt. concrete; saw cut control joints	40000	SF
101	Concrete Flatwork - Building Slab - Hardener/Sealer	40000	SF
102	Concrete Flatwork - Building Slab - Joint Sealants for above	40000	SF
103			
104	Masonry - Plain Face CMU Wall - 12" - with injected foam insulation - 5# of Wall - 600 LF x 22' high	13200	SF
105	Masonry - ADD to go to stored block 1/2 smooth face	13200	SF
106			
107	Steel - Structural Steel Framing & Decking per sketch - 40"x40" column bay spacing	40000	SF
108	Steel - Lintels for proposed overhead door openings (3 exterior, 1 interior)	4	EA
109	Steel - Railings at top of retaining walls	104	LF
110	Steel - Railings at rear entry stair	20	LF
111	Steel - Misc metals general	1	LS
112			

DYNABRADE 40K SF ADDITION - CONCEPT BUDGET - 6/26/25 - Update #4 - 8/27/25 - SCOPE OF WORK

113	Wood - Roof Blocking	600	LF
114			
115	Metal Stud Framing - Interior Partitions @ Office block - 3-5/8" metal studs to 12'-0" high	2168	SF
116	Metal Stud Framing - Interior Partitions @ Office block - 8'-fting at CMU wall to 12'-0" high	1212	SF
117	Metal Stud Framing - 10'x10' office to stand-alone @ middle - deduct 20 LF add to LF @ 12'-0" high	120	SF
118			
119	Roofing - EPDM - 60mil - mechanically attached		
120	Roofing - 3/2" coverings	40000	SF
121	Roofing - Roof insulation 6"	0	SF
122	Roofing - Roof Membrane	40000	SF
123	Roofing - Metal Flashing/Parapet Cap	0	EA
124	Roofing - Expansion Joint between new building and existing	600	LF
125	Roofing - Skylights - Acrylic double dome, factory insulated curb - 24 x 48" or similar size - installed	200	LF
126		1	EA
127	Aluminum Framed Windows - 30" x 48" - 10 windows in masonry openings per elevation on 3 sides = 30 windows @ 10 SF/EA	300	SF
128			
129	Entry Doors - HM Frame with HM Leaf	2	EA
130			
131	Overhead Doors - 10x10 Raymore Fire-rated Door w/ fusible link at opening between new build and existing	1	EA
132	Overhead Doors - 14x10, 100,000 cycle springs, weather seals, operator @ grade dock	1	EA
133	Overhead Doors - 30x30, CH - 100k cycle springs, weather seals, operator @ Deep dock	2	EA
134			
135	Loading Dock Equipment - Dock Seals - 10'x10' @ deep docks	2	EA
136	Loading Dock Equipment - Pit Leveler @ deep docks	2	EA
137	Loading Dock Equipment - Trailer hook restraints @ deep docks	2	EA
138			
139			
140	Building Interiors		
141	Architectural Millwork & Countertops - 26" wide plastic laminate base cabinets @ Conference Room Counter	4	EA
142	Architectural Millwork & Countertops - Install of the above	4	EA
143	Architectural Millwork & Countertops - Solid Surface countertop, 20m, 24" deep @ Conference Room	24	SF
144	Architectural Millwork & Countertops - Joint Sealants	1	LS
145			
146	Interior Doors - HM Frame with Hollow Metal Door Leaf (single) @ offices	7	EA
147	Interior Doors - HM Frame with Hollow Metal Leaf (Single) @ Conf Room - Allow for more glass	1	EA
148	Interior Doors - Install of the above	8	EA
149			
150	Door Hardware - Office Doors	3	EA
151	Door Hardware - Install of the above	3	EA
152			
153	Aluminum-Framed Entrances - 2 Glass Panels - Structural Framing & Glass to 31' high @ conference room	140	EA
154	Aluminum-Framed Entrances - 2 Glass Panels - Single glass door @ conference room	1	EA
155			
156	Hollow Metal Framed Windows - 5/1 8'w x 8'h HM framed windows with 3/4" glazing @ Office fronts & at remote office	3	EA
157			
158	Insulation - Sound batt insulation to 12' high @ all interior partitions	2508	SF
159			
160	Drywall - 5/8" drywall to 12' high @ all interior partitions	6228	SF
161	Drywall - add 7 drywall required to construct remote office - Add 10 LF of wall @ 12' high x 2 sides	240	SF
162			
163	Ceilings - ACT - 204 ultra high NRC @ office block	876	SF
164	Ceilings - Suspended Drywall ceiling at Mens/Women's bathrooms	316	SF
165			
166	Painting - All gypsum board partitions - 3 coats primer 1 coat finish to 12' high - SF of surface to be painted	6228	SF
167	Painting - Paint underside of joists and deck	40000	SF
168	Painting - HM Door Frames	9	EA
169	Painting - Exterior of CMU walls - block filler, 2 coats finish to 21' high - SF of surface to be painted	12600	SF
170	Painting - Exterior of CMU walls - block filler, 2 coats finish to 21' high - SF of surface to be painted	12600	SF
171	Painting - Add 7 paint required at remote office - Add 240 SF	240	SF
172			
173	Flooring - LVT - Shaw Patcraft @ office block	876	SF
174	Flooring - Rubber Base - 4" Roppe @ office block interior	290	LF
175	Flooring - Metal Base - 4" metal base @ office block exterior facing warehouse	125	LF
176			
177	Ceramic Tile - 12"x12" floor tile at bathrooms	388	SF
178	Ceramic Tile - 12"x12" wall tile at bathrooms to 5'-0" AFF	520	SF
179			
180	Toilet Accessories - Horizontal Grab-Bar - 42" - (1) ADA stall per bathroom	2	EA
181	Toilet Accessories - Horizontal Grab-Bar - 36" - (1) ADA stall per bathroom	2	EA
182	Toilet Accessories - Vertical Grab-Bar - 18" - (1) ADA stall per bathroom	2	EA
183	Toilet Accessories - Mirror - 12" x 34" - 2 per bathroom	4	EA
184	Toilet Accessories - Toilet Paper Holder - 2 per bathroom	4	EA
185	Toilet Accessories - Soap Dispenser - 2 per bathroom	4	EA
186	Toilet Accessories - Towel Holder - 2 per bathroom	4	EA
187	Install all of the above	2	EA
188	Toilet Partitions - Solid Phenolic - Stalls - (1) standard, (1) ADA per bathroom	20	EA
189	Toilet Partitions - Solid Phenolic - Urinal Screens - (1) @ mens room	4	EA
190		1	EA
191	Misc Hardware - Signage - Room Labels for office block only	8	EA
192			
193			
194	MEP Systems		
195	HVAC - Design/Build HVAC Through MJ Mechanical - includes air line scope and gas piping scope	40000	SF
196			
197	Electrical - Full Electrical Scope of work per CVM	40000	SF
198	Electrical - CVM Add for site lighting	1	LS
199	Electrical - Fire Alarm (by others) (not included)	40000	SF
200			
201			
202	Plumbing - Roof Drains - Allow for E		
203	Plumbing - H2O Supply to new bathrooms - assume line available within 200 LF	6	EA
204	Plumbing - Waste and vent to new bathrooms - Assume plumbed into closest line - available within 200 LF	200	LF
205	Plumbing - Fixtures (2) toilets, (2) wall mounted sinks per bathroom	200	LF
206	Plumbing - Floor drain at each bathroom	4	EA
207	Plumbing - Grease trap allowance	2	EA
208	Plumbing - Gas piping allowance - distribution to ATUs - assume line available within 200 LF - WITH MECHANICAL SCOPE	3	LS
209		0	LS
210	Fire Protection - Distribution of existing wet-sprinkler system into new spaces - New Riser, new Fend - DAVIS ULMER	40000	SF
211			
212			
213	Design & Building Permit		
214	Building Permit Fee ALLOWANCE		
215	Geotechnical Testing & Reporting - NOTHING INCLUDED	1	LS
216	Civil Design - NOTHING INCLUDED	0	LS
217	Arch/Structural Design - NOTHING INCLUDED	0	LS
218		0	LS

Final budget for above listed scope of work = \$6,164,127.00 8/27/2025

Full Environmental Assessment Form
Part 1 - Project and Setting

ATTACHMENT 7

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Dynabrade - New 40,000 sq. ft. Addition		
Project Location (describe, and attach a general location map): 8989 Sheridan Drive, Clarence, NY 14031		
Brief Description of Proposed Action (include purpose or need): The applicant is proposing to construct a 40,000 square foot, single-story addition for manufacturing and office space, along the back of their existing building. Associated site improvements will include an asphalt paved parking lot expansion for XX vehicles, including 3 new ADA accessible spaces, two (2) deep docks, one (1) at-grade loading dock and site utilities. Site utilities include a new stormwater dry-detention basin, three (3) new stormwater recharge wells and an Ecostream biofilter unit.		
Name of Applicant/Sponsor: Dynabrade, Inc. (contact: Colin Brogan)		Telephone: 716-631-0100 ext. 109 E-Mail: colin.brogan@dynabrade.com
Address: 8989 Sheridan Drive		
City/PO: Clarence	State: NY	Zip Code: 14031
Project Contact (if not same as sponsor; give name and title/role): C&S Engineers, Inc. (contact: Jason Utzig, P.E.)		Telephone: 716-955-3013 E-Mail: jutzig@cscos.com
Address: 141 Elm Street, Suite 100		
City/PO: Buffalo	State: NY	Zip Code: 14203
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Site Plan Approval	October 2025
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Site Plan Approval	October 2025
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Erie County Health Dept. - Septic System Review	November 2025
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC - SPDES Construction General Permit	November 2025
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify the plan(s): NYS Heritage Areas: West Erie Canal Corridor	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? Commercial	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes,	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
i. What is the proposed new zoning for the site? _____	
C.4. Existing community services.	
a. In what school district is the project site located?	Clarence Central School District
b. What police or other public protection forces serve the project site?	New York State Police and Erie County Sheriff
c. Which fire protection and emergency medical services serve the project site?	Harris Hill Fire Company
d. What parks serve the project site?	Thompson Road Park, Town Place Park, Harris Hill Park

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commerical, Warehouse, Office	
b. a. Total acreage of the site of the proposed action?	15.75 acres
b. Total acreage to be physically disturbed?	2.23 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	21.83 acres
c. Is the proposed action an expansion of an existing project or use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 30 Units: square feet	
d. Is the proposed action a subdivision, or does it include a subdivision? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes,	
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)	
ii. Is a cluster/conservation layout proposed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
i. If No, anticipated period of construction: 12 months	
ii. If Yes:	
• Total number of phases anticipated _____	
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year	
• Anticipated completion date of final phase _____ month _____ year	
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes,	
i. Total number of structures _____ 1	
ii. Dimensions (in feet) of largest proposed structure: _____ 21'-4" height; _____ 200' width; and _____ 200' length	
iii. Approximate extent of building space to be heated or cooled: _____ 40,000 square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ 	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ 675 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No
If Yes:

- Name of district or service area: Erie County Water Authority (ECWA)
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No
- Do existing lines serve the project site? ☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☒ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 675 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
sanitary wastewater _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☒ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

- Do existing sewer lines serve the project site? ☐ Yes ☐ No
 - Will a line extension within an existing district be necessary to serve the project? ☐ Yes ☐ No
- If Yes:
- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☒ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

The existing facility is current served by a private onsite wastewater treatment system. The existing septic system has capacity for the proposed sewer flows.

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____
N/A

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☒ Yes ☐ No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 0.939 acres (impervious surface)

_____ Square feet or 15.75 acres (parcel size)

ii. Describe types of new point sources. stormwater runoff

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
stormwater runoff will be captured in a proposed stormwater dry-detention basin and will be discharged through three (3) new stormwater injection wells.

- If to surface waters, identify receiving water bodies or wetlands: _____
Stormwater will be discharged through three (3) new stormwater injection wells.

- Will stormwater runoff flow to adjacent properties? ☐ Yes ☒ No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐ Yes ☒ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐ Yes ☒ No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☒ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☐ No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____ Unknown</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): NYSEG</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am - 5pm • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am - 11pm • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am - 5pm • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am - 11pm • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am - 5pm • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am - 11pm • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A 		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:
The use of construction equipment and construction activities during the construction of this project will result in unavoidable noise impacts during daytime hours.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No
Describe: _____

n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
New exterior lighting (including dark-sky friendly fixtures) to comply with the Town of Clarence Town Code.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No
Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No

If Yes:

i. Describe proposed treatment(s): _____

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☒ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ to be determined tons per _____ (unit of time)
- Operation : _____ to be determined tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: Recycling of salvageable construction items.
- Operation: Recycling programs by use.

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Via agreement with waste disposal company.
- Operation: Via agreement with waste disposal company.

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☒ Other (specify): Institutional (Sheridan Hill Elementary), Sheridan Driving Range

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	5.97	6.91	+0.94
• Forested	4.32	3.54	-0.78
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	0.28	0.28	0
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>lawn & landscaping</u>	5.18	5.02	-0.16

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☒ Yes ☐ No
If Yes,
i. Identify Facilities:
Sheridan Hill Elementary School

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☒ No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 2 feet

b. Are there bedrock outcroppings on the project site? ☒ Yes ☐ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Newstead loam	26.6 %
Wassaic silt loam	73.4 %
	%

d. What is the average depth to the water table on the project site? Average: _____ 2 feet (perched seasonal water table)

e. Drainage status of project site soils: ☒ Well Drained: _____ 73.4 % of site
☐ Moderately Well Drained: _____ % of site
☒ Poorly Drained: _____ 26.6 % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: _____ 100 % of site
☐ 10-15%: _____ % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☒ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name _____	Classification _____
• Lakes or Ponds:	Name _____	Classification _____
• Wetlands:	Name Federal Waters, Federal Waters	Approximate Size _____
• Wetland No. (if regulated by DEC)	_____	

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☒ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No
If Yes:
i. Name of aquifer: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">White tailed deer</td> <td style="width: 33%; border-bottom: 1px solid black;">raccoon</td> <td style="width: 33%; border-bottom: 1px solid black;">squirrel</td> </tr> <tr> <td style="border-bottom: 1px solid black;">eastern chipmunk</td> <td style="border-bottom: 1px solid black;">skunk</td> <td style="border-bottom: 1px solid black;">woodchuck</td> </tr> <tr> <td style="border-bottom: 1px solid black;">field mice</td> <td style="border-bottom: 1px solid black;">common garter snake</td> <td style="border-bottom: 1px solid black;">red fox</td> </tr> </table>			White tailed deer	raccoon	squirrel	eastern chipmunk	skunk	woodchuck	field mice	common garter snake	red fox
White tailed deer	raccoon	squirrel									
eastern chipmunk	skunk	woodchuck									
field mice	common garter snake	red fox									
<p>n. Does the project site contain a designated significant natural community? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): <u>Oak Openings</u></p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ 70.0 acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 											
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>											
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing: _____</p> <p>_____</p> <p>_____</p>											
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>											
<p>E.3. Designated Public Resources On or Near Project Site</p>											
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>											
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>											
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>											
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>											

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Nature of historic/archaeological resource: <input checked="" type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: Phase 1 Archeological Investigation Report, 18PR07070, Multi-Use Building Construction Project (located south of the project site) iii. Brief description of attributes on which listing is based: _____ 	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Describe possible resource(s): _____ ii. Basis for identification: _____ 	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles. 	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No 	

F. Additional Information

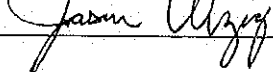
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

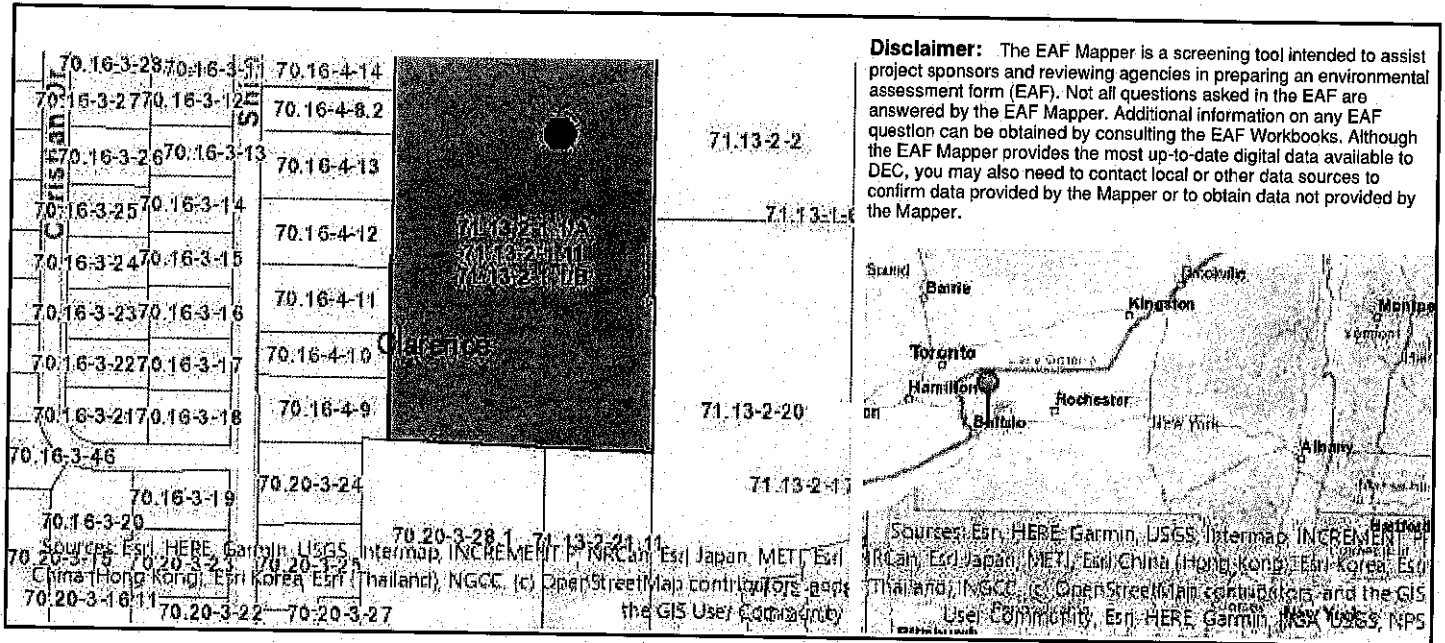
Applicant/Sponsor Name Jason P. Utzig, P.E. (on behalf of owner) Date September 29, 2025

Signature  Title Senior Project Engineer

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EAF Mapper Summary Report

Monday, September 29, 2025 10:34 AM



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.ii [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No

E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Oak Openings
E.2.n.i [Natural Communities - Acres]	70.0
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No