



# Genesee Gateway Local Development Corp.

## Meeting Agenda

Thursday, June 2, 2022

Location: Electronically

**PAGE#**

**1.0 Call to Order 5:55pm**

Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS's Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.

**2.0 Chairman's Report and Activities 5:55pm**

2.1 Upcoming Meetings:

**Next Scheduled Board Meeting: Thursday, July 7<sup>th</sup> at 4 p.m.**

Audit & Finance Committee Meeting: Tuesday, July 5<sup>th</sup> at 8:30 a.m.

2.2 Agenda Additions/ Deletions / Other Business **\*\*Vote**

2.3 Minutes: May 5, 2022 **\*\*Vote**

**2-5**

**3.0 Report of Management 6:00pm**

3.1 Nothing at this time.

**4.0 Audit & Finance Committee – D. Cunningham 6:00pm**

4.1 1<sup>st</sup> Quarter Financial Statements **\*\*Vote**

4.2 April 2022 Financial Statements **\*\*Vote**

4.3 Cyber Insurance **\*\*Vote**

4.4 Purchase & Sale Agreement for Ag Park Property **\*\*Vote**

**6-10**

**11-15**

**16-24**

**25-46**

**5.0 Governance & Nominating Committee – S. Noble-Moag 6:15pm**

5.1 Officer Appointments **\*\*Vote**

5.2 Authorized to Request Information Regarding Bank Accounts **\*\*Vote**

5.3 Authorized Signers of Agreements, Contracts, etc. **\*\*Vote**

5.4 Authorized Bank Signers **\*\*Vote**

5.5 Procurement Policies & Procedures **\*\*Vote**

5.6 Investment Policy **\*\*Vote**

5.7 Disposition of Property Guidelines **\*\*Vote**

5.8 Governance & Nominating Committee Charter **\*\*Vote**

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**48-59**

**60-65**

**66-69**

**70-73**

**6.0 Other Business 6:25pm**

6.1 Nothing at this time.

**7.0 Adjournment 6:25pm**

**DRAFT**



**GGLDC Board Meeting  
Thursday, May 5, 2022  
Location: Electronically  
4:00 PM**

**GGLDC MINUTES**

**Attendance**

Board Members: T. Felton, P. Battaglia, C. Yunker, S. Noble-Moag, G. Torrey  
Staff: C. Suozzi, S. Hyde, L. Farrell, M. Masse, P. Kennett, J. Krencik, L. Casey  
Guests: R. Gaenzle (Harris Beach), M. Clattenburg (GCEDC Board Member), C. Kemp (GCEDC Board Member), M. Gray (GCEDC Board Member)  
Absent: D. Cunningham, J. Tretter, T. Bender, P. Zelif

**1.0 Call to Order**

T. Felton called the meeting to order at 5:07 p.m. via conference call / video conference.

Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS’s Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.

**2.0 Chairman’s Report and Activities**

**2.1 Upcoming Meetings:**

**Next Scheduled Board Meeting: Thursday, June 2<sup>nd</sup> at 4:00 p.m.**  
Audit & Finance Committee Meeting: Tuesday, May 31<sup>st</sup> at 8:30 a.m.  
Governance & Nominating Committee Meeting: Thursday, June 2<sup>nd</sup> at 3:00 p.m.

**2.2 Agenda Additions/ Deletions/ Other Business –**

**P. Battaglia made a motion to remove agenda item 4.3 – Loewke Brill Agreement for Ag Park Project and the Governance committee agenda items, 5.1 through 5.4; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:**

T. Felton -	Yes	J. Tretter -	Absent
D. Cunningham -	Absent	P. Battaglia -	Yes
C. Yunker -	Yes	T. Bender -	Absent
G. Torrey -	Yes	P. Zelif -	Absent
S. Noble-Moag -	Yes		

**The items were removed from the agenda.**

**2.3 Minutes: March 29, 2022**

**C. Yunker made a motion to approve the March 29, 2022 minutes; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:**

T. Felton -	Yes	J. Tretter -	Absent
D. Cunningham -	Absent	P. Battaglia -	Yes
C. Yunker -	Yes	T. Bender -	Absent
G. Torrey -	Yes	P. Zeliff -	Absent
S. Noble-Moag -	Yes		

**The item was approved as presented.**

**3.0 Report of Management**

**3.1 State Policy – Authorization to Submit Comment on CLCPA** – New York State is currently in a 120-day public comment period for the Climate Leadership and Community Protection Act's (CLCPA) *Draft Scoping Plan*. The public comment period closes on Wednesday, June 10, 2022.

Given the experience and role of the GCEDC and the GGLDC in growing our local and state economy, it is our request that the GCEDC and GGLDC Board of Directors authorize the submission of public comments on the CLCPA's Draft Scoping Plan.

A draft letter was provided with Board materials.

**C. Yunker made a motion to authorize the submission of public comment on the CLCPA Draft Scoping Plan as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

T. Felton -	Yes	J. Tretter -	Absent
D. Cunningham -	Absent	P. Battaglia -	Yes
C. Yunker -	Yes	T. Bender -	Absent
G. Torrey -	Yes	P. Zeliff -	Absent
S. Noble-Moag -	Yes		

**The item was approved as presented.**

**4.0 Audit & Finance Committee – D. Cunningham**

**4.1 Mowing Bids** – The GGLDC asked five companies for bids to mow the properties we have acquired at BETP. The results of the bids are as follows based on 2 mows in the season:

1. Declined to bid – S&S Excavating & Blacktop, Inc.
2. Declined to bid – Scalia's Landscaping
3. \$3,420 – Versa Scape
4. \$2,500 – Fava Brothers Lawn Care
5. Declined to bid – Bubba's Landscaping

**Fund Commitment:** \$2,500.

**DRAFT**

The Audit and Finance Committee met for discussion on May 3, 2022, but there was not a formal Committee recommendation because there was no quorum.

**S. Noble-Moag made a motion to approve the mowing bid to Fava Brothers not to exceed \$2,500 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

T. Felton -	Yes	J. Tretter -	Absent
D. Cunningham -	Absent	P. Battaglia -	Yes
C. Yunker -	Yes	T. Bender -	Absent
G. Torrey -	Yes	P. Zeliff -	Absent
S. Noble-Moag -	Yes		

**The item was approved as presented.**

**4.2 MedTech Great Lakes Building Systems Security Contract** - The GGLDC has an agreement with Great Lakes Building Systems, Inc. to take care of servicing the fire alarm system in the MedTech Centre. In 2021, the GGLDC board approved the Gold Package for the fire alarm system. This contract is up for renewal in 2022 with no increase in cost. This item was included in the 2022 budget.

**Fund Commitment:** \$5,925.

The Audit and Finance Committee met for discussion on May 3, 2022, but there was not a formal Committee recommendation because there was no quorum.

**P. Battaglia made a motion to accept the MedTech Great Lakes Building Systems Security Contract not to exceed \$5,925 as presented; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:**

T. Felton -	Yes	J. Tretter -	Absent
D. Cunningham -	Absent	P. Battaglia -	Yes
C. Yunker -	Yes	T. Bender -	Absent
G. Torrey -	Yes	P. Zeliff -	Absent
S. Noble-Moag -	Yes		

**The item was approved as presented.**

**4.3 Loewke Brill Agreement for Ag Park Project** - Removed from the agenda.

**5.0 Governance & Nominating Committee – S. Noble-Moag**

**5.1 Officer Appointments**- Removed from the agenda.

**5.2 Authorized to Request Information Regarding Bank Accounts**- Removed from the agenda.

**5.3 Authorized Signers of Agreements, Contracts, etc.** – Removed from the agenda.

**5.4 Authorized Bank Signers** – Removed from the agenda.

**6.0 Other Business**

**6.1 Nothing at this time.**

**7.0 Adjournment**

As there was no further business, P. Battaglia made a motion to adjourn at 5:13 p.m., which was seconded by C. Yunker and passed unanimously.

**Genesee Gateway Local Development Corp.**  
**Dashboard - For the Three Month Period Ended 3/31/22**  
**Balance Sheet - Accrual Basis**

	<u>3/31/22</u>	<u>[Per Audit]</u> <u>12/31/21</u>
<b>ASSETS:</b>		
Cash - Unrestricted	\$ 522,593	\$ 503,196
Cash - Restricted (A)	588,332	588,161
Cash - Reserved (B)	1,407,402	1,447,826
Cash - Subtotal	2,518,327	2,539,183
Grants Receivable (1)	31,237	34,980
Accounts Receivable	5,859	8,059
Loans Receivable - Current Portion	275,855	281,792
Other Current Assets (2)	23,489	10,439
<b>Total Current Assets</b>	<b>2,854,767</b>	<b>2,874,453</b>
Land Held for Dev. & Resale	2,556,367	2,556,367
Buildings & Improvements	7,202,120	7,202,120
Furniture, Fixtures & Equipment	46,599	46,599
Total Property, Plant & Equip.	9,805,086	9,805,086
Less Accumulated Depreciation	(2,202,359)	(2,153,059)
<b>Net Property, Plant &amp; Equip.</b>	<b>7,602,727</b>	<b>7,652,027</b>
Loans Receivable - Noncurrent Portion (Net of \$176,545 Allow for Bad Debt at 3/31/22 and \$201,229 at 12/31/21)	1,063,163	764,495
Equity Investment in Genesee Agri-Business, LLC (3)	2,562,240	2,562,240
<b>Other Assets</b>	<b>3,625,403</b>	<b>3,326,735</b>
<b>Total Assets</b>	<b>14,082,897</b>	<b>13,853,215</b>
<b>LIABILITIES:</b>		
Accounts Payable (4)	956	46,279
Unearned Revenue (5)	40,746	56,571
Security Deposits	109,944	109,944
Loans Payable - Current Portion	83,964	76,328
Bonds Payable - Current Portion	150,686	148,743
<b>Total Current Liabilities</b>	<b>386,296</b>	<b>437,865</b>
Loans Payable - Noncurrent Portion	2,157,148	2,178,456
Bonds Payable - Noncurrent Portion	2,477,432	2,519,445
<b>Total Noncurrent Liabilities</b>	<b>4,634,580</b>	<b>4,697,901</b>
<b>Total Liabilities</b>	<b>5,020,876</b>	<b>5,135,766</b>
<b>EQUITY</b>	<b>\$ 9,062,021</b>	<b>\$ 8,717,449</b>

**Significant Events:**

1. Grants Receivable - Includes \$10K related to a "Cornell in High School" program that will be partially reimbursed by a WDI grant; OCR Grants will reimburse for qualifying grant consulting services.
2. Other Current Assets - Prepaid D&O, Cyber and General Liability insurance.
3. Equity Investment in Genesee Agri-Business, LLC - ties to corresponding GAB, LLC financial statements.
4. Accounts Payable - Decreased due to 2021 expenses that were paid in 2022.
5. Unearned Revenue - MedTech Centre rent received in advance.

(A) Restricted = Community Benefit Agreement (CBA) Funds, Security Deposits, USDA Debt Sinking Fund.

(B) Reserved = OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds, Batavia Micropolitan Area Redevelopment Loan Funds, Grant Funds.



**Genesee Gateway Local Development Corp.**  
**Dashboard - For the Three Month Period Ended 3/31/22**  
**Profit & Loss - Accrual Basis**

	Three Month Period Ended		YTD		2022	2022
	3/31/22	3/31/21	2022	2021	Board Approved Budget	YTD % of Budget
<b><u>Operating Revenues:</u></b>						
Grants (1)	\$ 734,000	\$ 50,000	\$ 734,000	\$ 50,000	\$ 932,648	79%
Interest Income on Loans	5,149	4,385	5,149	4,385	19,940	26%
Rent	185,359	180,092	185,359	180,092	738,695	25%
Common Area Fees - Parks	500	500	500	500	500	100%
Fees (2)	9,980	-	9,980	-	-	N/A
Other Revenue	1,023	-	1,023	-	-	N/A
<b>Total Operating Revenues</b>	<b>936,011</b>	<b>234,977</b>	<b>936,011</b>	<b>234,977</b>	<b>1,691,783</b>	
<b><u>Operating Expenses:</u></b>						
Operations & Maintenance	36,259	29,632	36,259	29,632	209,801	17%
Professional Services	23,360	22,312	23,360	22,312	162,192	14%
Econ. Dev. Prog. Support Grant	75,000	75,000	75,000	75,000	300,000	25%
Site Development Expense	-	9,250	-	9,250	93,000	0%
Grant Expense (3)	367,000	-	367,000	-	819,648	45%
Real Estate Dev. (Capitalized)	-	100	-	100	15,000	0%
Buildings/Furniture/Equip. (Capitalized)	-	-	-	-	5,000	0%
Balance Sheet Absorption	-	(100)	-	(100)	(20,000)	0%
Depreciation	49,300	48,981	49,300	48,981	197,203	25%
<b>Total Operating Expenses</b>	<b>550,919</b>	<b>185,175</b>	<b>550,919</b>	<b>185,175</b>	<b>1,781,844</b>	
<b>Operating Revenue (Expense)</b>	<b>385,092</b>	<b>49,802</b>	<b>385,092</b>	<b>49,802</b>	<b>(90,061)</b>	
<b><u>Non-Operating Revenues (Expenses):</u></b>						
Other Interest Income	593	904	593	904	1,600	37%
Interest Expense	(41,113)	(42,110)	(41,113)	(42,110)	(160,518)	26%
<b>Total Non-Operating Exp.</b>	<b>(40,520)</b>	<b>(41,206)</b>	<b>(40,520)</b>	<b>(41,206)</b>	<b>(158,918)</b>	
<b>Change in Net Assets</b>	<b>344,572</b>	<b>8,596</b>	<b>344,572</b>	<b>8,596</b>	<b>\$ (248,979)</b>	
<b>Net Assets - Beginning</b>	<b>8,717,449</b>	<b>9,898,288</b>	<b>8,717,449</b>	<b>9,898,288</b>		
<b>Net Assets - Ending</b>	<b>\$ 9,062,021</b>	<b>\$ 9,906,884</b>	<b>\$ 9,062,021</b>	<b>\$ 9,906,884</b>		

**Significant Events:**

- Grant Revenue - OCR grant supports grant/loan to HP Hood.
- Fees - Loan origination fees from LNK Holdings and HP Hood.
- Grant Expense Ops - 50% of OCR grant funds were disbursed to HP Hood as a grant.

**Genesee Gateway Local Development Corp.**  
**Dashboard - For the Three Month Period Ended 3/31/22**  
**Statement of Cash Flows**

	<u>Three Month Period Ended 3/31/22</u>	<u>YTD</u>
<b>CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Grant Income	\$ 737,743	\$ 737,743
Interest Income on Loans	11,512	11,512
Rental Income	165,335	165,335
Common Area Fees - Parks	500	500
Fees	9,980	9,980
Other Revenue	1,023	1,023
Operations & Maintenance	(60,289)	(60,289)
Professional Services	(46,263)	(46,263)
Economic Development Program Support Grant	(75,000)	(75,000)
Site Development Expense	(18,943)	(18,943)
Grant Expense	(367,000)	(367,000)
Issuance of Loans	(367,000)	(367,000)
Repayment of Loans	74,269	74,269
Net Cash Provided By Operating Activities	65,867	65,867
<b>CASH FLOWS USED BY CAPITAL &amp; RELATED FINANCING ACTIVITIES:</b>		
Principal Payments on Bonds & Loans	(53,742)	(53,742)
Interest Paid on Bonds & Loans	(33,574)	(33,574)
Net Cash Used By Capital & Related Financing Activities	(87,316)	(87,316)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income	593	593
Net Cash Provided By Investing Activities	593	593
Net Change in Cash	(20,856)	(20,856)
Cash - Beginning of Period	2,539,183	2,539,183
Cash - End of Period	\$ 2,518,327	\$ 2,518,327
<b>RECONCILIATION OF OPERATING REVENUE TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 385,092	\$ 385,092
Adjustments:		
Depreciation Expense	49,300	49,300
Decrease in Grants/Accounts Receivable	5,943	5,943
Increase in Other Current Assets	(13,050)	(13,050)
Increase in Loans Receivable	(292,731)	(292,731)
Decrease Operating Accounts Payable	(52,862)	(52,862)
Decrease in Unearned Revenue	(15,825)	(15,825)
Total Adjustments	(319,225)	(319,225)
Net Cash Provided By Operating Activities	\$ 65,867	\$ 65,867



**Genesee Gateway Local Development Corp.**  
**Dashboard - For the Three Month Period Ended 3/31/22**  
**Balance Sheet - Accrual Basis**

	GGLDC 3/31/22	GABLLC 3/31/22	Eliminations	COMBINED	
				3/31/22	Per Audit 12/31/2021
<b>ASSETS:</b>					
Cash - Unrestricted	\$ 522,593	\$ -	\$ -	\$ 522,593	\$ 503,196
Cash - Restricted (A)	588,332	-	-	588,332	588,161
Cash - Reserved (B)	1,407,402	2,547,029	-	3,954,431	3,988,986
Cash - Subtotal	<u>2,518,327</u>	<u>2,547,029</u>	<u>-</u>	<u>5,065,356</u>	<u>5,080,343</u>
Grants Receivable	31,237	-	-	31,237	34,980
Accts Receivable - Current	5,859	-	-	5,859	8,059
Loans Receivable - Current	275,855	-	-	275,855	281,792
Other Current Assets	23,489	-	-	23,489	10,439
<b>Total Current Assets</b>	<u>2,854,767</u>	<u>2,547,029</u>	<u>-</u>	<u>5,401,796</u>	<u>5,415,613</u>
Land & Improvements	2,556,367	1,339,730	-	3,896,097	3,896,097
Buildings & Improvements	7,202,120	-	-	7,202,120	7,202,120
Furniture, Fixtures & Equipment	46,599	-	-	46,599	46,599
Total Property, Plant & Equip.	<u>9,805,086</u>	<u>1,339,730</u>	<u>-</u>	<u>11,144,816</u>	<u>11,144,816</u>
Less Accumulated Depreciation	<u>(2,202,359)</u>	<u>-</u>	<u>-</u>	<u>(2,202,359)</u>	<u>(2,153,059)</u>
<b>Net Property, Plant &amp; Equip.</b>	<u>7,602,727</u>	<u>1,339,730</u>	<u>-</u>	<u>8,942,457</u>	<u>8,991,757</u>
Loans Receivable - Noncurrent	1,063,163	-	-	1,063,163	764,495
Equity Investment in GAB, LLC	2,562,240	-	(2,562,240)	-	-
<b>Other Assets</b>	<u>3,625,403</u>	<u>-</u>	<u>(2,562,240)</u>	<u>1,063,163</u>	<u>764,495</u>
<b>TOTAL ASSETS</b>	<u>14,082,897</u>	<u>3,886,759</u>	<u>(2,562,240)</u>	<u>15,407,416</u>	<u>15,171,865</u>
<b>LIABILITIES:</b>					
Accounts Payable	956	-	-	956	46,279
Unearned Revenue	40,746	-	-	40,746	56,571
Security Deposits	109,944	-	-	109,944	109,944
Loans Payable - Current Portion	83,964	-	-	83,964	76,328
Bonds Payable - Noncurrent Portion	150,686	-	-	150,686	148,743
<b>Total Current Liabilities</b>	<u>386,296</u>	<u>-</u>	<u>-</u>	<u>386,296</u>	<u>437,865</u>
Loans Payable - Noncurrent Portion	2,157,148	-	-	2,157,148	2,178,456
Bonds Payable - Noncurrent Portion	2,477,432	-	-	2,477,432	2,519,445
<b>Total Noncurrent Liabilities</b>	<u>4,634,580</u>	<u>-</u>	<u>-</u>	<u>4,634,580</u>	<u>4,697,901</u>
<b>TOTAL LIABILITIES</b>	<u>5,020,876</u>	<u>-</u>	<u>-</u>	<u>5,020,876</u>	<u>5,135,766</u>
<b>EQUITY</b>	<u>\$ 9,062,021</u>	<u>\$ 3,886,759</u>	<u>\$ (2,562,240)</u>	<u>\$ 10,386,540</u>	<u>\$ 10,036,099</u>

(A) Restricted = Community Benefit Agreement (CBA) Funds, Security Deposits, USDA Debt Sinking Fund, Grant Funds.

(B) Reserved = OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds, Batavia Micropolitan Area Redevelopment Loan Funds, Grant Funds.

**Genesee Gateway Local Development Corp.**  
**Dashboard - For the Three Month Period Ended 3/31/22**  
**Profit & Loss - Accrual Basis**

	<b>GGLDC</b>	<b>GABLLC</b>	<b>Eliminations</b>	<b>COMBINED</b>	
	Three Month Period Ended 3/31/22	Three Month Period Ended 3/31/22		Three Month Period Ended 3/31/22	Combined YTD
<b><u>Operating Revenues:</u></b>					
Grants	\$ 734,000	\$ -	\$ -	\$ 734,000	\$ 734,000
Interest Income on Loans	5,149	-	-	5,149	5,149
Rent	185,359	3,721	-	189,080	189,080
Common Area Fees - Parks	500	6,194	-	6,694	6,694
<b>Total Operating Revenues</b>	<b>936,011</b>	<b>9,915</b>	<b>-</b>	<b>945,926</b>	<b>945,926</b>
<b><u>Operating Expenses:</u></b>					
Operations & Maintenance	36,259	4,547	-	40,806	40,806
Professional Services	23,360	-	-	23,360	23,360
Econ. Dev. Program Support Grant	75,000	-	-	75,000	75,000
Site Development Expense	-	-	-	-	-
Bad Debt Expense	-	-	-	-	-
Grant Expense	367,000	-	-	367,000	367,000
Real Estate Development (Capitalized)	-	-	-	-	-
Buildings/Furniture/Equipment (Capitalized)	-	-	-	-	-
Balance Sheet Absorption	-	-	-	-	-
Cost of Sales	-	-	-	-	-
Depreciation	49,300	-	-	49,300	49,300
<b>Total Operating Expenses</b>	<b>550,919</b>	<b>4,547</b>	<b>-</b>	<b>555,466</b>	<b>555,466</b>
<b>Operating Revenue</b>	<b>385,092</b>	<b>5,368</b>	<b>-</b>	<b>390,460</b>	<b>390,460</b>
<b><u>Non-Operating Revenues (Expenses):</u></b>					
Other Interest Income	593	501	-	1,094	1,094
Interest Expense	(41,113)	-	-	(41,113)	(41,113)
<b>Total Non-Operating Rev (Exp)</b>	<b>(40,520)</b>	<b>501</b>	<b>-</b>	<b>(40,019)</b>	<b>(40,019)</b>
<b>Change in Net Assets</b>	<b>344,572</b>	<b>5,869</b>	<b>-</b>	<b>350,441</b>	<b>350,441</b>
<b>Net Assets - Beginning</b>	<b>8,717,449</b>	<b>3,880,890</b>	<b>(2,562,240)</b>	<b>10,036,099</b>	<b>10,036,099</b>
<b>Net Assets - Ending</b>	<b>\$ 9,062,021</b>	<b>\$ 3,886,759</b>	<b>\$ (2,562,240)</b>	<b>\$ 10,386,540</b>	<b>\$ 10,386,540</b>

**Genesee Gateway Local Development Corp.**  
**April 2022 Dashboard**  
**Balance Sheet - Accrual Basis**

	<u>4/30/22</u>	<u>3/31/22</u>	<u>[Per Audit]</u> <u>12/31/21</u>
<b>ASSETS:</b>			
Cash - Unrestricted	547,950 \$	522,593 \$	503,196
Cash - Restricted (A)	588,390	588,332	588,161
Cash - Reserved (B)	1,451,998	1,407,402	1,447,826
Cash - Subtotal	2,588,338	2,518,327	2,539,183
Grants Receivable	31,237	31,237	34,980
Accounts Receivable	3,013	5,859	8,059
Loans Receivable - Current Portion	281,282	275,855	281,792
Other Current Assets (1)	20,826	23,489	10,439
<b>Total Current Assets</b>	<b>2,924,696</b>	<b>2,854,767</b>	<b>2,874,453</b>
Land Held for Dev. & Resale	2,556,367	2,556,367	2,556,367
Buildings & Improvements	7,202,120	7,202,120	7,202,120
Furniture, Fixtures & Equipment	46,599	46,599	46,599
Total Property, Plant & Equip.	9,805,086	9,805,086	9,805,086
Less Accumulated Depreciation	(2,218,793)	(2,202,359)	(2,153,059)
<b>Net Property, Plant &amp; Equip.</b>	<b>7,586,293</b>	<b>7,602,727</b>	<b>7,652,027</b>
Loans Receivable - Noncurrent Portion (Net of \$176,545 Allow for Bad Debt at 4/30/22 & 3/31/22 and \$201,229 at 12/31/21)	1,048,671	1,063,163	764,495
Equity Investment in Genesee Agri-Business, LLC (2)	2,562,240	2,562,240	2,562,240
<b>Other Assets</b>	<b>3,610,911</b>	<b>3,625,403</b>	<b>3,326,735</b>
<b>Total Assets</b>	<b>14,121,900</b>	<b>14,082,897</b>	<b>13,853,215</b>
<b>LIABILITIES:</b>			
Accounts Payable (3)	32,816	956	46,279
Unearned Revenue (4)	40,187	40,746	56,571
Security Deposits	109,944	109,944	109,944
Loans Payable - Current Portion	84,244	83,964	76,328
Bonds Payable - Current Portion	150,839	150,686	148,743
<b>Total Current Liabilities</b>	<b>418,030</b>	<b>386,296</b>	<b>437,865</b>
Loans Payable - Noncurrent Portion	2,149,999	2,157,148	2,178,456
Bonds Payable - Noncurrent Portion	2,463,464	2,477,432	2,519,445
<b>Total Noncurrent Liabilities</b>	<b>4,613,463</b>	<b>4,634,580</b>	<b>4,697,901</b>
<b>Total Liabilities</b>	<b>5,031,493</b>	<b>5,020,876</b>	<b>5,135,766</b>
<b>EQUITY</b>	<b>9,090,407 \$</b>	<b>9,062,021 \$</b>	<b>8,717,449</b>

**Significant Events:**

1. Other Current Assets - Prepaid D&O, Cyber and General Liability insurance.
2. Equity Investment in Genesee Agri-Business, LLC - ties to corresponding GAB, LLC financial statements.
3. Accounts Payable - Grant for continuing Economic Development Program Support and MedTech Centre Property Management.
4. Unearned Revenue - MedTech Centre rent received in advance.

(A) Restricted = Community Benefit Agreement (CBA) Funds, Security Deposits, USDA Debt Sinking Fund.

(B) Reserved = OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds, Batavia Micropolitan Area Redevelopment Loan Funds, Grant Funds.

**Genesee Gateway Local Development Corp.  
April 2022 Dashboard  
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2022	2022
	4/30/22	4/30/21	2022	2021	Board Approved Budget	YTD % of Budget
<b><u>Operating Revenues:</u></b>						
Grants (1)	\$ 50,000	\$ -	\$ 784,000	\$ 50,000	\$ 932,648	84%
Interest Income on Loans	1,805	2,458	6,954	6,843	19,940	35%
Rent	61,518	59,334	246,877	239,426	738,695	33%
Common Area Fees - Parks	-	-	500	500	500	100%
Fees	-	-	9,980	-	-	N/A
Other Revenue	37	-	1,060	-	-	N/A
<b>Total Operating Revenues</b>	<b>113,360</b>	<b>61,792</b>	<b>1,049,371</b>	<b>296,769</b>	<b>1,691,783</b>	
<b><u>Operating Expenses:</u></b>						
Operations & Maintenance	11,617	6,223	47,876	35,855	209,801	23%
Professional Services	18,907	17,849	42,267	40,161	162,192	26%
Econ. Dev. Prog. Support Grant	25,000	25,000	100,000	100,000	300,000	33%
Site Development Expense	-	2,200	-	11,450	93,000	0%
Grant Expense (2)	-	-	367,000	-	819,648	45%
Real Estate Dev. (Capitalized)	-	-	-	100	15,000	0%
Buildings/Furniture/Equip. (Capitalized)	-	-	-	-	5,000	N/A
Balance Sheet Absorption	-	-	-	(100)	(20,000)	0%
Depreciation	16,434	16,327	65,734	65,308	197,203	33%
<b>Total Operating Expenses</b>	<b>71,958</b>	<b>67,599</b>	<b>622,877</b>	<b>252,774</b>	<b>1,781,844</b>	
<b>Operating Revenue (Expense)</b>	<b>41,402</b>	<b>(5,807)</b>	<b>426,494</b>	<b>43,995</b>	<b>(90,061)</b>	
<b><u>Non-Operating Revenues (Expenses):</u></b>						
Other Interest Income	183	249	776	1,153	1,600	49%
Interest Expense	(13,199)	(14,093)	(54,312)	(56,203)	(160,518)	34%
<b>Total Non-Operating Exp.</b>	<b>(13,016)</b>	<b>(13,844)</b>	<b>(53,536)</b>	<b>(55,050)</b>	<b>(158,918)</b>	
<b>Change in Net Assets</b>	<b>28,386</b>	<b>(19,651)</b>	<b>372,958</b>	<b>(11,055)</b>	<b>\$ (248,979)</b>	
<b>Net Assets - Beginning</b>	<b>9,062,021</b>	<b>9,906,884</b>	<b>8,717,449</b>	<b>9,898,288</b>		
<b>Net Assets - Ending</b>	<b>\$ 9,090,407</b>	<b>\$ 9,887,233</b>	<b>\$ 9,090,407</b>	<b>\$ 9,887,233</b>		

**Significant Events:**

1. Grant Revenue - Two solar projects closed (Trousdale Solar I & II). YTD includes OCR grant/loan to HP Hood (\$734K).

**Genesee Gateway Local Development Corp.**  
**April 2022 Dashboard**  
**Statement of Cash Flows**

	<u>April 2022</u>	<u>YTD</u>
<b>CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Grant Income	\$ 50,000	\$ 787,743
Interest Income on Loans	1,246	12,758
Rental Income	64,381	229,716
Common Area Fees - Parks	-	500
Fees	-	9,980
Other Revenue	37	1,060
Operations & Maintenance	(9,210)	(69,499)
Professional Services	(11,808)	(58,071)
Economic Development Program Support Grant	-	(75,000)
Site Development Expense	-	(18,943)
Grant Expense	-	(367,000)
Issuance of Loans	-	(367,000)
Repayment of Loans	9,065	83,334
Net Cash Provided By Operating Activities	<u>103,711</u>	<u>169,578</u>
<b>CASH FLOWS USED BY CAPITAL &amp; RELATED FINANCING ACTIVITIES:</b>		
Principal Payments on Bonds & Loans	(20,684)	(74,426)
Interest Paid on Bonds & Loans	(13,199)	(46,773)
Net Cash Used By Capital & Related Financing Activities	<u>(33,883)</u>	<u>(121,199)</u>
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income	183	776
Net Cash Provided By Investing Activities	<u>183</u>	<u>776</u>
Net Change in Cash	70,011	49,155
Cash - Beginning of Period	2,518,327	2,539,183
Cash - End of Period	<u>\$ 2,588,338</u>	<u>\$ 2,588,338</u>
<b>RECONCILIATION OF OPERATING REVENUE TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 41,402	\$ 426,494
Adjustments:		
Depreciation Expense	16,434	65,734
Decrease in Grants/Accounts Receivable	2,846	8,789
Decrease (Increase) in Other Current Assets	2,663	(10,387)
Decrease (Increase) in Loans Receivable	9,065	(283,666)
Increase (Decrease) Operating Accounts Payable	31,860	(21,002)
Decrease in Unearned Revenue	(559)	(16,384)
Total Adjustments	<u>62,309</u>	<u>(256,916)</u>
Net Cash Provided By Operating Activities	<u>\$ 103,711</u>	<u>\$ 169,578</u>



**Genesee Gateway Local Development Corp.**  
**April 2022 Dashboard**  
**Balance Sheet - Accrual Basis**

	GGLDC		Eliminations	COMBINED	
	4/30/22	GABLLC 4/30/22		4/30/22	Per Audit 12/31/2021
<b>ASSETS:</b>					
Cash - Unrestricted	\$ 547,950	\$ -	\$ -	\$ 547,950	\$ 503,196
Cash - Restricted (A)	588,390	-	-	588,390	588,161
Cash - Reserved (B)	1,451,998	2,547,297	-	3,999,295	3,988,986
Cash - Subtotal	<u>2,588,338</u>	<u>2,547,297</u>	<u>-</u>	<u>5,135,635</u>	<u>5,080,343</u>
Grants Receivable	31,237	-	-	31,237	34,980
Accts Receivable - Current	3,013	-	-	3,013	8,059
Loans Receivable - Current	281,282	-	-	281,282	281,792
Other Current Assets	20,826	-	-	20,826	10,439
<b>Total Current Assets</b>	<u>2,924,696</u>	<u>2,547,297</u>	<u>-</u>	<u>5,471,993</u>	<u>5,415,613</u>
Land & Improvements	2,556,367	1,339,730	-	3,896,097	3,896,097
Buildings & Improvements	7,202,120	-	-	7,202,120	7,202,120
Furniture, Fixtures & Equipment	46,599	-	-	46,599	46,599
Total Property, Plant & Equip.	<u>9,805,086</u>	<u>1,339,730</u>	<u>-</u>	<u>11,144,816</u>	<u>11,144,816</u>
Less Accumulated Depreciation	<u>(2,218,793)</u>	<u>-</u>	<u>-</u>	<u>(2,218,793)</u>	<u>(2,153,059)</u>
<b>Net Property, Plant &amp; Equip.</b>	<u>7,586,293</u>	<u>1,339,730</u>	<u>-</u>	<u>8,926,023</u>	<u>8,991,757</u>
Loans Receivable - Noncurrent	1,048,671	-	-	1,048,671	764,495
Equity Investment in GAB, LLC	2,562,240	-	(2,562,240)	-	-
<b>Other Assets</b>	<u>3,610,911</u>	<u>-</u>	<u>(2,562,240)</u>	<u>1,048,671</u>	<u>764,495</u>
<b>TOTAL ASSETS</b>	<u>14,121,900</u>	<u>3,887,027</u>	<u>(2,562,240)</u>	<u>15,446,687</u>	<u>15,171,865</u>
<b>LIABILITIES:</b>					
Accounts Payable	32,816	-	-	32,816	46,279
Unearned Revenue	40,187	-	-	40,187	56,571
Security Deposits	109,944	-	-	109,944	109,944
Loans Payable - Current Portion	84,244	-	-	84,244	76,328
Bonds Payable - Noncurrent Portion	150,839	-	-	150,839	148,743
<b>Total Current Liabilities</b>	<u>418,030</u>	<u>-</u>	<u>-</u>	<u>418,030</u>	<u>437,865</u>
Loans Payable - Noncurrent Portion	2,149,999	-	-	2,149,999	2,178,456
Bonds Payable - Noncurrent Portion	2,463,464	-	-	2,463,464	2,519,445
<b>Total Noncurrent Liabilities</b>	<u>4,613,463</u>	<u>-</u>	<u>-</u>	<u>4,613,463</u>	<u>4,697,901</u>
<b>TOTAL LIABILITIES</b>	<u>5,031,493</u>	<u>-</u>	<u>-</u>	<u>5,031,493</u>	<u>5,135,766</u>
<b>EQUITY</b>	<u>\$ 9,090,407</u>	<u>\$ 3,887,027</u>	<u>\$ (2,562,240)</u>	<u>\$ 10,415,194</u>	<u>\$ 10,036,099</u>

(A) Restricted = Community Benefit Agreement (CBA) Funds, Security Deposits, USDA Debt Sinking Fund, Grant Funds.

(B) Reserved = OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds, Batavia Micropolitan Area Redevelopment Loan Funds, Grant Funds

**Genesee Gateway Local Development Corp.**  
**April 2022 Dashboard**  
**Profit & Loss - Accrual Basis**

	GGLDC 4/30/22	GABLLC 4/30/22	Eliminations	COMBINED	
				4/30/22	Combined YTD
<u>Operating Revenues:</u>					
Grants	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ 784,000
Interest Income on Loans	1,805	-	-	1,805	6,954
Rent	61,518	-	-	61,518	250,598
Common Area Fees - Parks	-	100	-	100	6,794
Fees	-	-	-	-	9,980
Other Revenue	37	-	-	37	1,060
<b>Total Operating Revenues</b>	<b>113,360</b>	<b>100</b>	<b>-</b>	<b>113,460</b>	<b>1,059,386</b>
<u>Operating Expenses:</u>					
Operations & Maintenance	11,617	-	-	11,617	52,423
Professional Services	18,907	-	-	18,907	42,267
Econ. Dev. Program Support Grant	25,000	-	-	25,000	100,000
Site Development Expense	-	-	-	-	-
Grant Expense	-	-	-	-	367,000
Real Estate Development (Capitalized)	-	-	-	-	-
Balance Sheet Absorption	-	-	-	-	-
Depreciation	16,434	-	-	16,434	65,734
<b>Total Operating Expenses</b>	<b>71,958</b>	<b>-</b>	<b>-</b>	<b>71,958</b>	<b>627,424</b>
<b>Operating Revenue</b>	<b>41,402</b>	<b>100</b>	<b>-</b>	<b>41,502</b>	<b>431,962</b>
<u>Non-Operating Revenues (Expenses):</u>					
Other Interest Income	183	168	-	351	1,445
Interest Expense	(13,199)	-	-	(13,199)	(54,312)
<b>Total Non-Operating Rev (Exp)</b>	<b>(13,016)</b>	<b>168</b>	<b>-</b>	<b>(12,848)</b>	<b>(52,867)</b>
<b>Change in Net Assets</b>	<b>28,386</b>	<b>268</b>	<b>-</b>	<b>28,654</b>	<b>379,095</b>
<b>Net Assets - Beginning</b>	<b>9,062,021</b>	<b>3,886,759</b>	<b>(2,562,240)</b>	<b>10,386,540</b>	<b>10,036,099</b>
<b>Net Assets - Ending</b>	<b>\$ 9,090,407</b>	<b>\$ 3,887,027</b>	<b>\$ (2,562,240)</b>	<b>\$ 10,415,194</b>	<b>\$ 10,415,194</b>

**GGLDC**  
**Audit & Finance Committee Report**  
**May 31, 2022**

**Cyber Liability**

Information received from Lawley:

Please see the attached proposal for your 22-23 Cyber renewal. Coverage is through Atbay written with Trisura, Atbay's new supporting writing company. The change to Trisura is a result of the everchanging Cyber market. It's a common practice to use additional writing companies in order to provide competitive products.

Atbay/Trisura offered a renewal quote of \$10,289.17 for the 22-23 term. Limits and retention are per expiring; however, the carrier did add a Biometric Information Violation Exclusion. This has been a common exclusion that carriers have added to Cyber policies going forward. As long as you do not collect or house biometric data and that this is not part of your services, this should not affect coverage.

Please be advised that terms may change depending on if the STAMP entities are included. I've passed the STAMP information to the carrier and am waiting for their thoughts as to whether the entities should be included now, or, when they become active. I'll be sure to provide an update as soon as one is received from the carrier.

In order to bind, the carrier has requested a signed & dated Total Cost form. I will send this to you DocuSign should you want to bind coverage. I do want to note that your information was sent to market, but we have not yet received additional quote options for the renewal. Should an alternate option become available, I'll be sure to provide a revised proposal and from there we can discuss coverage comparison and updated binding requirements.

**Fund Commitment:** \$10,289.17 (\$5,144.59 EDC / \$5,144.58 LDC)

# INSURANCE PROPOSAL



**Genesee County Industrial  
Development Agency**  
July 1, 2022

**Lawley**

lawleyinsurance.com | 1.844.4LAWLEY

### Business Insurance

[lawleyinsurance.com/business](http://lawleyinsurance.com/business)

#### Property & Casualty

- General Liability
- Property
- Workers' Compensation Coverage
- Automobile/Commercial Vehicle Fleet Insurance
- Umbrella/Excess Liability Insurance
- Inland Marine/Equipment Coverage
- Business Income/Extra Expense
- Employee Dishonesty
- International Coverages
- Boiler & Machinery/Equipment Breakdown
- Transportation/Ocean Marine
- Owner's and Contractor's Protective Liability
- Builder's Risk
- Surety/Bonding
- Captive Programs
- Alternative Risk Financing
- Flood
- Earthquake

#### Specialty Products

- Pollution Liability/Environmental
- Professional Liability/Errors & Omissions
- Crime (Fidelity) Insurance
- Cyber Liability
- Director's and Officer's/Management Liability (D&O)
- Employment Practices Liability
- Fiduciary Liability
- Business Travel Accident/Kidnap & Ransom Insurance
- Identity Theft

### Employee Benefits

[lawleyinsurance.com/benefits](http://lawleyinsurance.com/benefits)

- Medical Insurance
- Prescription Drug Plans
- Private Benefits Exchange - Lawley Marketplace
- Medical Captive Programs
- Consortiums/Trusts
- Dental & Vision Benefits
- Group Life Insurance
- NYS Disability (DBL)
- Short-Term Disability Insurance
- Long-Term Disability Insurance
- Voluntary Insurance
- Executive Benefits
- Retirement Planning and 401k Administration
- Underwriting & Reporting
- Compliance
- Wellness Programs & Health Management Programs
- Lawley Simplifi

### Industry Specialties/Practice Groups

[lawleyinsurance.com/specialties](http://lawleyinsurance.com/specialties)

- Affordable Housing
- Construction
- Car Dealers
- Healthcare Facilities
- Manufacturing
- Not-for-Profits
- Farms
- Municipalities and Schools

*Products/services are subject to state eligibility*



## Risk Management

[lawleyinsurance.com/riskmanagement](http://lawleyinsurance.com/riskmanagement)

### Loss Control & Safety Services

- Safety Training & Safety Program Evaluations
- General Liability Loss Control
- Loss Source and Trending Analysis
- Code Rule 59 Consultation
- OSHA Assistance
- Defensive Driving Courses & Vehicle Fleet Loss Control
- Ergonomics Evaluation, Training, & Development
- Captive Loss Control
- Life Safety & Evacuation Plans
- Fire & Protection Systems Assistance
- Site Hazard Analysis
- Return to Work Programs
- Industrial Hygiene - Air, Noise Sampling
- Business Interruption - Contingency & Continuity Planning
- Contractual Liability & Risk Transfer
- Grant Submission & Training
- Accident Investigation

### Claims Management

- Claim Trend Analysis
- Claims Reviews (Workers' Compensation and General Liability)
- Claims Consulting Services
- Coverage Analysis Consulting and Monitoring
- Experience Modification Review and Recalculation
- First Aid Claim Program (Workers' Compensation)
- Litigation Management
- Reserve Analysis (Loss Forecaster Software)

## Personal Insurance

[lawleyinsurance.com/personal](http://lawleyinsurance.com/personal)

- Automobile Insurance
- Homeowners Insurance
- Vacation or Secondary Home Insurance
- Jewelry, Fine Arts, and Collectibles Insurance
- Renters Insurance
- Condominium Insurance
- Landlord (Rental Properties) Insurance
- Excess/Personal Umbrella Liability
- Flood Coverage, Primary & Excess
- Life Insurance
- Motorcycle Insurance
- Recreational Vehicle Insurance
- Watercraft Insurance
- Co-Ops Insurance
- Identity Theft Insurance
- Trip/Travel/International Medical & Evacuation Coverage
- Workers' Compensation (Domestic Help)
- Earthquake

## MyWave

[lawleyinsurance.com/mywave](http://lawleyinsurance.com/mywave)

**MyWave** – A customized portal for your HR needs: thousands of valuable resources, OSHA forms and peer-based forums to keep you informed and in-the-know

## Lawley Benefits University

[lawleyinsurance.com/lbu](http://lawleyinsurance.com/lbu)

**Lawley Benefits University** – Resources and events to help keep you informed about changes to healthcare legislation, healthcare reform, compliance issues and more. These tools help you successfully control insurance costs while staying educated on changes to the insurance environment

*Products/services are subject to state eligibility*

At Lawley we are committed to providing our clients with the best possible service. We have assembled an experienced team dedicated to your account.

The Insurance Advisor evaluates your exposures and designs a cost-effective program.

<b>Insurance Advisor</b>	William Fritts, Jr.	Phone:	(585) 344-9500
		Fax:	(716) 849-8291
		Email:	<a href="mailto:bfritts@lawleyinsurance.com">bfritts@lawleyinsurance.com</a>

The Account Executive supports your Producer and commercial lines team in the servicing of your account.

<b>Account Executive</b>	Susie E. Ott	Phone:	(585) 344-9501
		Fax:	(716) 849-8291
		Email:	<a href="mailto:sott@lawleyinsurance.com">sott@lawleyinsurance.com</a>

The Specialty Account Manager supports your Producer and commercial lines team in the servicing of your specialty policy needs.

<b>Specialty Account Manager</b>	Caitlin Celis	Phone:	(716) 849-4375
		Fax:	(716) 849-8291
		Email:	<a href="mailto:ccelis@lawleyinsurance.com">ccelis@lawleyinsurance.com</a>

The Account Technician quality controls policy documents and manages all invoicing.

<b>Account Technician</b>	Cheryl Pena	Phone:	(716) 849-8687
		Fax:	(716) 849-8291
		Email:	<a href="mailto:cpena@lawleyinsurance.com">cpena@lawleyinsurance.com</a>

The Assistant Account Manager supports your Account Manager in fulfillment of service requests.

<b>Assistant Account Manager</b>	Diane Evans	Phone:	(716) 849-1524
		Fax:	(716) 849-8291
		Email:	<a href="mailto:devans@lawleyinsurance.com">devans@lawleyinsurance.com</a>

The Claim Consultant is responsible for reporting all loss information to the insurance company and then following up to make certain the claim is resolved.

<b>Claim Consultant</b>	Krista Voigt	Phone:	(716) 849-8651
		Fax:	(716) 849-8291
		Email:	<a href="mailto:kvoigt@lawleyinsurance.com">kvoigt@lawleyinsurance.com</a>

Please review the contact information we have on file. Over the course of a year, we may need to reach out to you for updates, notices or important information. If there is a specific person we should contact directly for billing, claims, inspections, service requests, please note that next to their name and the preferred method of contact.

Changes or Corrections

Contact Name	Penny Kennett
Contact Address	Genesee County Industrial Development Agency 99 MedTech Dr STE 106 Batavia NY 14020
Contact Phone #	(585) 343-4866
Contact Email	pkennett@gcedc.com
Description	

**Named Insured**

Genesee County Industrial Development Agency dba  
DBA Genesee County Economic Development Center

<b>Policy Term:</b>	7/1/2022 - 7/1/2023
<b>Retroactive Date:</b>	Full Prior Acts
<b>Policy Type:</b>	Cyber Liability – Claims Made
<b>Policy Number:</b>	661099501
<b>Carrier:</b>	Trisura Specialty Insurance Company (Non-admitted, "A-" A.M. Best Rating)

Coverage	Limit	Retention
Information & Privacy Liability	\$1,000,000	\$10,000
Regulatory Liability	\$1,000,000	\$10,000
PCI-DSS Liability	\$1,000,000	\$10,000
Network Security Liability	\$1,000,000	\$10,000
Event Response & Recovery	\$1,000,000	\$10,000
Direct Business Interruption & System Failure	\$1,000,000	10 Hours - \$10,000
Contingent Business Interruption & System Failure	\$1,000,000	10 Hours - \$10,000
Cyber Extortion	\$1,000,000	\$10,000
Media Liability	\$1,000,000	\$10,000
Reputation Harm	\$1,000,000	\$10,000
<b>Policy Aggregate</b>	<b>\$1,000,000</b>	<b>N/A</b>

**Additional Coverage Information**

- Continuity Date – 7/1/2021
- Defense within the Limits
- Scheduled Insured Organization Endorsement
  - Genesee Gateway Local Development Corp
  - Genesee Agri-Business LLC
  - Genesee County Funding Corporation
- \$100,000 Cyber Crime Sublimit including Computer Fraud, Social Engineering, and Invoice Manipulation
- Biometric Information Violation Exclusion

**Extended Reporting Period**

- 1 Year at 75% Annual Premium

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.

Coverage	7/1/2021-7/1/2023	7/1/2022-7/1/2023
Cyber Liability	\$7,553.00	\$10,289.17
<b>Total Premium</b>	<b>\$7,553.00</b>	<b>\$10,289.17</b>

Notes: Coverage is now through Trisura Specialty Insurance Company/Atbay vs. HSB/Atbay from the 21-22 term.

**Binding Requirements**

- Signed Total Cost Form
- Request to Bind



**Genesee County Industrial Development Agency**

Genesee County Industrial Development Agency  
99 MedTech Dr STE 106  
Batavia, NY 14020

Is the mailing address listed above correct? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If you have answered No to the question shown above, please make corrections below:

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

Please respond in Section 1 **and** Section 2, then sign where indicated:

**Section 1 - Select one of the following by placing an (X) in the appropriate box**

By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. bind coverage as shown in this proposal. All changes from the original proposal are noted and initialed.

By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. bind coverage as shown in this proposal, with no changes from the original proposal

**Section 2 - Select one of the following by placing an (X) in the appropriate box**

By my signature below, I certify that I have declined quotes for additional coverages

By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. obtain Quotes for the following coverage: *(please list below)*

\_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Genesee County Industrial Development Agency

Term: 7/1/2022-7/1/2023

**We ask that you do not accept our brief description of the insurance coverages as a complete explanation of the policy terms. The actual policy language will govern the scope and limits of coverage involved.**

**Review of Purchase and Sale Agreement for Ag Park Property**

**Discussion:** The GGLDC has received a Purchase and Sale Agreement from a potential project to acquire approximately 20 acres out of tax parcel 13.-1-170.11 for \$1,000,000.

**Fund Commitment:** Legal fees to Harris Beach for the transaction as listed in the resolution.

**Committee Action Request:** Recommend approval of Purchase and Sale Agreement and payment of legal fees in connection with closing.

**GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION**

**AUTHORIZING RESOLUTION**

(Sale of Land to La Fermiere Inc.)

A regular meeting of the Genesee Gateway Local Development Corporation (the "Corporation") was convened on \_\_\_\_\_, 2022, at 4:00 p.m.

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

Resolution No. # \_\_/2022 - \_\_

RESOLUTION OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, AS THE MANAGING MEMBER OF GENESEE AGRI-BUSINESS LLC AUTHORIZING (I) THE SALE OF CERTAIN LANDS OWNED BY GENESEE AGRI-BUSINESS LLC TO LA FERMIERE INC. (THE "COMPANY") COMPRISING APPROXIMATELY 20 +/- ACRES LOCATED IN THE TOWN OF BATAVIA, GENESEE COUNTY, NEW YORK, AND KNOWN AS TAX PARCEL 13.-1-170.11 (THE "LAND"), (II) THE PROVISION OF CERTAIN FINANCIAL INCENTIVES TO THE COMPANY, (III) THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT FOR THE CONVEYANCE OF THE LAND AND (IV) THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY AND INCIDENTAL TO THE FOREGOING.

WHEREAS, pursuant to the purposes and powers contained within Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the "State"), as amended (hereinafter collectively called the "Act"), and pursuant to its certificate of incorporation filed on September 20, 2004 (the "Certificate"), the **GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION** (the "Corporation") was established as a not-for-profit local development corporation of the State with the authority and power to own, lease and sell personal and real property for the purposes of, among other things, acquiring, constructing and equipping certain projects exclusively in furtherance of the charitable or public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, the Corporation is the managing and majority member of **GENESEE AGRI-BUSINESS LLC** ("GAB"); and

WHEREAS, among other property, GAB owns approximately 20+/- acres of vacant land located at North Ag Park Drive, Town of Batavia, Genesee County, New York (the "Land"); and

WHEREAS, **LA FERMIERE INC.** and its permitted assigns (the "Company") has offered to purchase the Land in connection with a certain project to be undertaken by the Company thereon pursuant to the terms and conditions of that certain Purchase and Sale Agreement, the form of which is attached hereto as Exhibit A (the "Purchase and Sale Agreement").

WHEREAS, GAB desires to transfer to the Company, for and in consideration of \$50,000.00 per acre, an approximately 20 +/- acre parcel of land located in the Genesee Valley Agri-Business Park (the "Park") at North Ag Park Drive, in the Town of Batavia, Genesee County, New York, known as tax parcel 13.-1-170.11 (the "Land"); and

WHEREAS, the Corporation desires to adopt a resolution authorizing (i) the sale of the Land to the Company, (ii) the execution of the Purchase and Sale Agreement for the Land, (iii) the provision of certain financial incentives to the Company exclusive of what may be provided to the Company by the Genesee County Industrial Development Agency, and (iv) the execution and delivery of a deed and related documents in connection with the purchase and sale of the Land and the provision of said financial incentives (the "Closing Documents"); and

WHEREAS, the Purchase and Sale Agreement in connection therewith has been negotiated and is presented to this meeting for approval and execution.

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The Corporation hereby finds and determines that:

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

(B) The Corporation has the authority to take the actions contemplated herein pursuant to the Act and the Certificate; and

(C) The Corporation finds that the proposed transfer of the Land constitutes a "Type II action" pursuant to New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), and therefore is exempt from review under SEQRA.

Section 2. The Corporation hereby authorizes the transfer of the Land to the Company (such metes and bounds description to be agreed upon by the Buyer and GAB) and the provision of the aforementioned financial incentives, subject to compliance with all applicable law, including, without limitation, the New York State Public Authorities Accountability Act and the execution and delivery of all documents necessary and incidental thereto.

Section 3. The Chairman, Vice Chairman, President/Chief Executive Officer and/or Senior Vice President of Operations of the Corporation are hereby authorized, on behalf of the Corporation and GAB, to do all acts and things required and to execute and deliver all such deeds, certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Corporation with all of the terms, covenants and provisions of the documents executed for and on behalf of the Corporation.

Section 4. Harris Beach PLLC shall be entitled to attorney fees, exclusive of third party costs (i.e. recording costs, survey, etc.) not to exceed \$20,000.00 subject to no substantive title issues, municipal approval issues and/or environmental issues arising in connection with the purchase and sale of the Land, in which event, additional attorney fees are authorized as necessary to resolve such foregoing issues.

Section 5. These Resolutions shall take effect immediately upon adoption.

	<i>Yea</i>		<i>Nay</i>		<i>Absent</i>		<i>Abstain</i>	
Donald Cunningham	[	]	[	]	[	]	[	]
Thomas H. Felton	[	]	[	]	[	]	[	]
Sarah Noble-Moag	[	]	[	]	[	]	[	]
Gregg Torrey	[	]	[	]	[	]	[	]
Todd Bender	[	]	[	]	[	]	[	]
Paul Battaglia	[	]	[	]	[	]	[	]
Jonathan Tretter	[	]	[	]	[	]	[	]
Craig Yunker	[	]	[	]	[	]	[	]
Pete Zeliff	[	]	[	]	[	]	[	]

The Resolutions were thereupon duly adopted.



**PURCHASE AND SALE CONTRACT  
FOR LOTS, VACANT LAND AND FARMS  
("Agreement")**

When signed, this document becomes a binding contract.  
Purchaser or Seller may wish to consult their own attorney.

**PURCHASER(S):** LA FERMIERE INC., a Delaware corporation with an address of 190 Christopher Columbus Drive, Suite 4A, Jersey City, New Jersey, 07302

**SELLER(S):** GENESEE AGRI-BUSINESS, LLC, a New York limited liability company with an address at 99 MedTech Drive, Suite 106, Batavia, New York 14020

**OFFER TO PURCHASE**

Purchaser offers to purchase the property described below from Seller on the following terms:

**1. PROPERTY DESCRIPTION:** Property known as part of land owned by the Genesee Agri Business, LLC. The approximate size of the Property to be purchased by the Purchaser from the Seller is approximately 20.00 acres ("Land"). The Land is depicted per attached Exhibit "A" and consists of part of tax parcel 13.-1-170.11, and situated in the Town of Batavia. The actual acreage of the Land to be purchased by the Purchaser from the Seller shall be determined based on the Updated Survey Map (as defined in paragraph 5.B below). In addition to the Land, the property to be purchased also includes all rights and appurtenances pertaining to the Land, including, without limitation: (i) any and all access and other easements, covenants, privileges and hereditaments benefitting the Land, whether or not of record; (ii) any and all access, air, water, riparian, development and utility rights; (iii) all improvements located on the Land, if any (iv) all strips and gores of land adjoining or abutting the Land, if any (collectively, the "Property").

**2. PRICE; AMOUNT AND HOW IT WILL BE PAID:** The purchase price to be paid by the Purchaser to the Seller shall be \$50,000.00 per acre or fraction thereof with a maximum purchase price of \$1,000,000.00 and the maximum purchase price shall apply notwithstanding if the size of the Property exceeds 20.00 acres based on the Updated Survey Map to be provided by the Seller but paid for by the Purchaser, provided said difference is less than .5 acres. Should the difference be more than .5 acres than Purchaser shall pay \$50,000 per acre or portion thereof.

The Purchaser shall receive a credit at Closing (as defined in paragraph 4) for the Deposit (as defined in paragraph 11) made hereunder. The balance of the purchase price, as adjusted pursuant to paragraph 8, shall be paid as follows: (Check and complete applicable provisions.)

(A) \$500,000 by official bank draft, wire or certified check at Closing.

(B) \$500,000 loan payable to Genesee Agri Business, LLC (per separate agreement) and as set forth in section 25 hereof.

**3. DUE DILIGENCE AND CONTINGENCIES:**

**A. Due Diligence Review Period.** Purchaser shall have one hundred and twenty (120) days from the Date of Acceptance (defined below; the "Due Diligence Review Period") to determine the feasibility of Purchaser's planned development of the Property, and, at Purchaser's sole expense, Purchaser, or its authorized agents, may, upon reasonable notice to Seller, enter upon the Property for the purpose of making Inspections (as defined below) that Purchaser deems reasonably necessary. At any time and for any reason or no reason prior to the end of the Due Diligence Review Period in Purchaser's sole and absolute discretion, Purchaser may notify Seller in writing that it wishes to terminate this Agreement. Upon such termination, (i) Purchaser shall be entitled to the return of the Deposit, and (ii) this Agreement and all the rights and obligations of the respective parties hereunder shall be null and void.

**B. Developmental Approvals.** Purchaser's obligation to purchase the Property pursuant to this Agreement shall be conditioned on Purchaser obtaining all approvals, including, but not limited to, approvals, permits, rezoning, special use permits, variances, special exemptions, National Environmental Policy Act ("NEPA") approval, subdivision and other permits and approvals necessary or appropriate in Purchaser's sole discretion for Purchaser's intended use of the Property as a food manufacturing facility (the "Approvals"). Seller shall, in all ways, fully cooperate with Purchaser in the pursuit of the Approvals including, without limitation, executing any plats, permits and any other applications necessary to obtain each and every Approval. Seller shall be responsible, at its sole cost and expense, to secure a rezoning of the Property for use as an Industrial Park and said rezoning shall be included in the definition of Approvals. "Final Approval" of the Approvals shall be the date when: (i) all of the Approvals have been reviewed and finally approved by all appropriate agencies, (ii) any ordinances with respect to the Approvals have taken effect, (iii) the time has passed for appeal of all Approvals, (iv) no notice of referendum or initiative with respect to any Approval has been published or publicized and (v) any appeals or litigation with respect to any of the above have been prosecuted and resolved in a manner which is satisfactory to Buyer and are not subject to remand to lower courts or governmental agencies. If Final Approval has not occurred on or before 180 days after the Date of Acceptance (the "Approval Deadline"), Purchaser may, at its option, either (a) prior to the expiration of the Approval Deadline request an additional thirty (30) days to obtain Approvals which request Seller shall grant so long as Purchaser is diligently pursuing its Approvals, (b) terminate this Agreement and receive a refund of the Deposit, or (c) waive this contingency, at Purchaser's sole and absolute discretion, and proceed with the Closing and the Deposit shall become nonrefundable.

**C. Financial Incentives.** Purchaser's obligation to purchase the Property pursuant to this Agreement shall be conditioned on Purchaser securing an commitment from each respective New York State agency for the following financial incentives on or before the Approval Deadline: (i) property tax abatement from real property taxes from Genesee County Industrial Development Agency ("GCEDC"); (ii) sales taxes abatement from GCEDC; (iii) mortgage tax abatement form GCEDC; (iv) Excelsior Award in the amount of \$1,350,000.00 from Empire State Development; (v) Federal Community Development Block Grant from New York State Office of Community Renewal in the amount of \$734,000.00.



4. **CLOSING DATE, PLACE, AND POSSESSION:** Closing shall take place via escrow with the Title Company (as hereinafter defined) within thirty (30) days after the expiration or earlier waiver of the Approvals Deadline, or on such earlier date or place as Seller and Purchaser may mutually agree. Notwithstanding the foregoing, Purchaser shall have the right to accelerate the Closing by providing written notice thereof, in which event the Closing shall occur on the 10<sup>th</sup> day after the date of such notice.

5. **TITLE AND RELATED DOCUMENTS:** Seller shall provide the following documents in connection with the sale:

A. **Deed.** Seller will deliver to Purchaser at Closing a properly signed and notarized Bargain and Sale Deed with covenant against grantor's acts and subject to trust fund provisions of Section 13 of the Lien Law.

B. **Abstract, Bankruptcy and Tax Searches.** Seller, at Purchaser's expenses, shall obtain an instrument survey map within thirty (30) days after the Date of Acceptance based upon the dimensions of the Property as set forth at Exhibit A. Within thirty (30) calendar days from Seller's receipt of the instrument survey map (as defined in paragraph 16) Seller shall, at Seller's expense, order and provide to Purchaser an updated abstract of title for the Property, obtain copies of all tax receipts for the Property, fully guaranteed tax, title and United States District Court searches (minimum 60 year searches), including, without limitation, bankruptcy, judgment and tax lien searches and searches under the Uniform Commercial Code of records in the appropriate offices, dated or redated subsequent to the Date of Acceptance and local tax certificates where such taxes are not covered by such searches (collectively, the "Abstract of Title"). Seller, at Purchaser's expense, shall have the instrument survey map updated upon receipt of the Abstract of Title which instrument survey map shall reference the Abstract of Title (the "Updated Survey Map"). Purchaser shall thereafter have the right to obtain a title commitment (the "Title Commitment"), at Purchaser's expense, from a title company of Purchaser's choice (the "Title Company"). The Updated Survey Map shall reference the Abstract of Title and show the Property and all improvements, curb cuts, joint or common driveways, independent driveways along the boundary line, rights of way, building lines, easements and other structures affecting the same. Said Updated Survey Map shall be prepared by a land surveyor licensed in the State of New York and meet standard requirements of the Title Company and the Genesee County Bar Association, at Purchaser's expense, dated or redated after the Date of Acceptance and certified to such parties as Purchaser may request. If the Updated Survey Map shows any encroachment, setback violation, boundary line discrepancy or any other conditions that renders the Property unmarketable or interferes with the intended use of the Property as a food manufacturing facility (the "Intended Use"), the same shall, provided it is not a Permitted Encumbrance (as defined herein), be deemed and treated in the same manner as a Title Objection (as defined herein). Purchasers shall have the right, at any time on or before the twentieth (20th) day after Purchaser has received the Abstract of Title and Updated Survey Map, to examine the Abstract of Title and Survey, and to identify to Seller in writing those item(s), if any, which Purchaser finds objectionable (each, a "Title Objection"). If Purchaser fails to identify any Title Objections during such twenty (20) day period, then all matters shown on Schedule "B" of the Title Commitment, real estate

taxes which are a lien against the Property, but which are not yet due and payable, shall be deemed "Permitted Encumbrances." If Purchaser makes any Title Objection during such twenty (20) day period, then, prior to Closing (the "Title Cure Period"), Seller shall either (i) notify Purchaser in writing that the Title Objection(s) will not be cured (subject to the remaining terms of this Section 7), or (ii) cure such Title Objection(s) (which shall include payment of any monetary liens from the Closing proceeds).

**C.** If Seller fails or elects not to cure a Title Objection during the Title Cure Period (Seller hereby agreeing to use its good faith efforts to cure any Title Objection as long as such cure can readily and promptly be affected), then Purchaser shall have the right to either:

(i) waive such Title Objection and purchase the Property, without reduction or abatement in the Purchase Price, in which event the waived Title Objection shall be deemed to be a Permitted Encumbrance; or

(ii) terminate this Agreement by notifying Seller thereof in writing prior to Closing, and in the event of such termination by Purchaser all rights and duties under this Agreement shall cease except for those matters which, by their terms, survive the termination of this Agreement, the Deposit shall be returned to Purchaser, Purchaser shall return the Updated Survey Map and Abstract of Title to Seller, and the parties shall remain responsible for their own respective costs associated with this Agreement.

**D.** Notwithstanding anything contained hereinabove to the contrary, Seller and Purchaser hereby acknowledge and agree that Purchaser automatically (i.e., without the need for further notice to Seller) objects to all mortgage liens, mechanic's liens, judgments and other monetary encumbrances and Seller hereby agrees to have any and all such mortgage liens, mechanic's liens, and judgments (including, without limitation, any delinquent taxes or assessments) satisfied and removed from the Property at (to the extent the same may be paid from the Closing proceeds) or before the Closing. If either party secures a commitment for title insurance at standard rates in face amount equal to the Purchase Price to insure marketability of title against any objection raised for the benefit of Purchaser, and Purchaser in its sole discretion agrees to accept insurable title, Seller shall pay the difference between the cost thereof and the cost of a fee policy had such title objections not existed, and in such event this Agreement shall remain and continue in full force and effect.

**E. Corporate Documents.** Seller will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days before the Closing Date, at Seller's expense, a current Certificate of Good Standing.

**F. Title Company Affidavits and Other Documents.** Seller will deliver to Purchaser at Closing such affidavits and other agreements as may be reasonably required by Purchaser's title insurance company to issue a fee title insurance policy to purchaser for the Property, including a commercially reasonable title affidavit and gap indemnity.



- G. Wetland Assessment and Delineation.** Purchaser, at Purchaser's expense shall have the option to secure a wetland assessment and delineation of the Property, upon prior notice to Seller, during the Due Diligence Review Period.

**6. MARKETABILITY OF TITLE:**

- A.** The deed and other documents delivered by Seller shall be sufficient to convey good marketable title to the Property in fee simple, free, and clear of all liens and encumbrances. However, Purchaser agrees to accept title to the Property subject to (i) the lien of current real estate taxes not due and payable and (ii) public utility easements along lot lines as long as the Purchaser has determined those easements do not interfere with any improvements Purchaser may construct in compliance with all present zoning and building codes applicable to the Property (the "Permitted Exceptions"). Seller and Purchaser agree to furnish any documents required by federal or state laws for transfer of title to real property.
- B.** THE PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (1) THE PROPERTY IS BEING CONVEYED BY SELLER IN "AS-IS" CONDITION, (2) THAT, FOLLOWING DUE DILIGENCE, PURCHASER SHALL BE FULLY FAMILIAR WITH THE CONDITION OF THE PROPERTY, AND (3) THAT PURCHASER SHALL BUY THE PROPERTY BASED SOLELY ON PURCHASER'S KNOWLEDGE OF THE PROPERTY AND NOT IN RELIANCE ON ANY REPRESENTATION MADE BY SELLER OR ANY EMPLOYEE OR AGENT OF SELLER. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL CONDITION OR ENVIRONMENTAL COMPLIANCE OF THE PROPERTY. THE WAIVER CONTAINED IN THIS SECTION SHALL SURVIVE CLOSING.

**7. REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller represents and warranties to Purchaser as follows:

- a.** Seller has full right and authority to enter into this Agreement and to perform all of the obligations of Seller contained herein. Seller owns fee simple title to the Property.
- b.** No action, suit, or other proceeding (including, but not limited to, condemnation actions) is pending or has been threatened in writing, that concerns or involves the Property or Seller's interest in the Property.
- c.** Seller has no actual knowledge, without independent investigation, of the violation of any laws, ordinances, orders, regulations, or requirements of any federal, state, county or municipal authority or any insurance carrier ("Laws") affecting the Property or any portion thereof. If Seller receives any notices of any outstanding violations prior to Closing, Seller will notify Purchaser within five (5) business days thereof and will advise Purchaser that, prior to Closing, Seller shall either (i) not cure said violation or (ii) cure such violation. If Seller fails or elects not to cure such violation then Purchaser shall have the right to either waive such violation and proceed to Closing or terminate



this Agreement in the event the violation materially impairs the Purchaser's Intended Use of the Property.

- d. Except for this Agreement, Seller has not entered into any Agreement to sell, or lease the Property or any part thereof and Seller will not do so during the term of this Agreement.
- e. All representations and warranties of Seller contained in this Agreement shall survive for a period of six (6) months after the Closing.

**8. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAXES AND CLOSING**

**ADJUSTMENTS:** Purchaser shall pay the real property transfer tax. Purchaser will pay for recording the deed and any mortgage, and for the entire mortgage tax subject to any terms contained in an incentive package, if any, from GCEDC. The following, as applicable, will be prorated and adjusted between Seller and Purchaser as of the Closing Date, excluding any delinquent items, interest, and penalties: current taxes or special district fees computed on a fiscal year basis, rent payments, fuel oil on the Property, water charges, pure water charges, sewer charges, current common charges, or assessments. If there is a water meter at the Property, Seller shall furnish an actual reading to a date not more than 30 days before the Closing Date. At Closing, the water charges and any sewer rent shall be apportioned on the basis of such actual reading.

**9. ZONING:** Seller represents that the Property is currently zoned for use as a Commercial and Industrial Park and that Seller and will represent at Closing that the Property is zoned for use as an Industrial Park and may be used for a food manufacturing facility.

**10. RISK OF LOSS:** Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Purchaser may cancel this Agreement without any further liability to Seller and the Deposit shall be returned to Purchaser. If Purchaser does not cancel but elects to close, then Seller shall transfer to Purchaser any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

**11. DEPOSIT TO SELLER:** Purchaser shall make a Twenty Thousand and no/100 U.S. Dollars (\$20,000.00) refundable deposit ("Deposit") within three (3) business days following the Date of Acceptance to be held in escrow by Seller's attorney Harris Beach PLLC, 99 Gamsey Road, Pittsford, NY 14534 pursuant to the Escrow Agreement attached hereto as Exhibit "B". Such Deposit shall be paid to Seller at the time of Closing and shall be credited against the total purchase price at Closing. Should this Agreement be terminated for any reason, except for Purchaser's default hereunder, the Deposit shall be refunded to the Purchaser.

**11. DEFAULT; LIQUIDATED DAMAGES:**

- (a) Seller's Default. In the event that the sale of the Property fails to close as a result of a default under this Agreement by the Seller, Purchaser may (i) sue Seller for specific performance and reasonable attorney's fees or (ii) terminate this Agreement, in which event the Escrow Agent shall deliver the Deposit to Purchaser and Seller shall pay to Purchaser Purchaser's reasonable out-of-pocket costs in connection with the Purchaser's due diligence costs and expenses in the amount of Twenty Thousand and

00/100 Dollars (\$20,000.00) as liquidated damages resulting from Seller's breach hereof and thereafter neither party shall have any further rights hereunder. Notwithstanding anything to the contrary contained herein, if there is any default by Seller hereunder, such default shall not be effective until expiration of fifteen (15) business days after Purchaser shall give to Seller written notice of such default which notice shall afford to Seller the option within such fifteen (15) business day period to cure the default in accordance with the notice given by Purchaser.

- (b) Purchaser's Default. In the event that the sale of the Property fails to close as a result of a default under this Agreement by Purchaser, Seller may (i) sue Purchaser for specific performance, and reasonable attorney's fees or (ii) terminate this Agreement in which event the Escrow Agent shall release to Seller Twenty Thousand and 00/100 Dollars (\$20,000.00) of the Deposit as liquidated damages resulting from Purchaser's breach hereof, with Escrow Agent directed to return the balance of the Deposit to Purchaser and thereafter neither party shall have any further rights hereunder. Notwithstanding anything to the contrary contained herein, if there is any default by Purchaser hereunder, such default shall not be effective until expiration of fifteen (15) business days after Seller shall give to Purchaser written notice of such default, which notice shall afford to Purchaser the option within such fifteen (15) business day period to cure the default in accordance with the notice given by Seller.

**12. REAL ESTATE BROKER:** Seller and Purchaser acknowledge that no broker brought about this transaction. Seller and Purchaser warrant and represent that they have not dealt with any other brokers in connection with the sale embraced in this Agreement and agree to indemnify and hold each other harmless from the claims of any other brokers for commissions. The provisions of this paragraph 12 shall survive Closing.

**13. RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT; ASSIGNABILITY:**

If more than one person signs this Agreement as Purchaser, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Purchaser in this Contract. If more than one person signs this Agreement as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. Purchaser shall not have the right to assign its rights, duties and obligations pursuant to this Agreement or any of its rights hereunder without the prior written consent of Seller, which consent shall not be unreasonably conditioned, withheld or delayed; provided, however, Purchaser shall be permitted to assign this Agreement to any affiliate or subsidiary, or an entity created for the acquisition contemplated herein without obtaining Seller's consent so long as the Purchaser named herein remains fully responsible for the performance of all of Purchaser's obligations under this Agreement. No assignment shall be effective unless and until Purchaser provides Seller with a notice of assignment together with a copy of the applicable assignment and assumption agreement.

**14. ENTIRE CONTRACT:** This Agreement when signed by both Purchaser and Seller will be the record of the complete agreement between the Purchaser and Seller concerning the purchase of the Property. No verbal agreements or promises made by either the Seller or the Purchaser shall be binding.

**15. NOTICES.** All notices under this Agreement shall be in writing and shall be deemed validly given if sent by certified mail or by overnight delivery via a commercial courier to the addresses specified below by either party or its counsel. Counsel to the parties may provide any required notice. Any notice issued by or on behalf of the Seller or Purchaser with respect to this Agreement must also simultaneously be provided to the counsel for the receiving party to be effective as follows:

Seller:

Genesee Agri Business, LLC  
Attn: Mark A. Masse  
99 MedTech Drive  
Suite 106  
Batavia, New York 14020

Counsel for Seller:

Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attention: Francis L. Gorman, III, Esq.  
E-mail: [flgorman@harrisbeach.com](mailto:flgorman@harrisbeach.com)  
Phone: (585) 419-8628

Purchaser:

La Fermiere, Inc.  
205 North 9<sup>th</sup> Street  
Brooklyn, NY 11211  
ATTN: Lucas Praticci, VP

Outside Counsel for Purchaser:

Harter Secrest & Emery LLP  
1600 Bausch & Lomb Place  
Rochester, NY 14604  
ATTN: Kelly A. Pronti, Esq.  
Email: [Kpronti@hselaw.com](mailto:Kpronti@hselaw.com)  
Phone: (585) 905-1802

**16. ACCESS TO PROPERTY/DUE DILIGENCE.** At any time after the date upon which this Agreement is executed by both Purchaser and Seller ("Date of Acceptance") thru the expiration of the Due Diligence Review Period, Purchaser may inspect, survey, examine and/or test the Property and conduct such tests thereon as it deems appropriate, including any such non-invasive inspection, surveying, examination, and/or testing required to conduct such activities in support of locating the planned economic development project at the site to and including any activities necessary for the SEQR process, by agent or otherwise ("Inspections"). Purchaser acknowledges and agrees that it shall have no right to conduct drilling, soil boring or other invasive testing on the Property without first obtaining Seller's prior written consent, which consent shall be in Seller's sole and absolute discretion and predicated upon Purchaser presenting Seller with a detailed map of the location of where such invasive testing shall be conducted, a description of the nature of such invasive testing and whatever environmental or engineering reports upon which



Purchaser is basing its request for such drilling, soil boring or other invasive testing. Purchaser and/or its agents and employees shall have access to the Property at any reasonable time for purposes of making the foregoing inspections on prior reasonable notice to Seller. Unless otherwise agreed to in writing between the Purchaser and Seller, Purchaser shall bear all costs associated with the foregoing inspections and associated activities of the Property performed or conducted by Purchaser, or at the request of Purchaser, by its agent(s) or otherwise. Purchaser agrees to indemnify, defend and hold Seller harmless from all actual suits, causes of action, losses, payments and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "Loss and Expense") arising from: (a) any personal injury or property damage caused by the Purchaser, or Purchaser's representatives, agents or employees during the inspection of the Property; and (b) any and all mechanics', laborers', materialmen's or other liens asserted against the Property resulting from Purchaser's foregoing inspections;, which indemnity shall survive Closing or the earlier termination of this Contract. Purchaser agrees to return the Property in as near as possible its condition prior to Purchaser's entry thereon. Notwithstanding the foregoing, Purchaser's indemnification obligation pursuant to this paragraph 16 shall not apply to the extent any Loss and Expense results from the gross negligence or intentional misconduct of Seller.

**17. INTEREST IN PROPERTY.** Seller represents that, except for Seller there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof. Any possession, occupancy and/or possessory rights of any persons other than Seller, shall be terminated by Seller on or prior to the closing date.

**18. COMMON AREA CHARGES; COMMUNITY FEES.** The common area charges, association fees or other community fees or assessments (including, but not limited to, any charges, dues or fees due in connection with the Genesee Valley Agri-Business Park) shall not exceed One Thousand Nine Hundred and no/100 Dollars (\$1,900.00) annually for the first two (2) years following the Closing Date with annual 5% increases thereafter. The deed of conveyance shall provide for payment of such fees.

**20. APPLICABLE LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The parties further agree that for the purposes of litigation arising between the parties, venue shall be laid in Genesee County Supreme Court. The prevailing party shall be entitled to reasonable attorney fees and costs.

**21. COUNTERPARTS.** This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Contract.

**22. AUTHORITY.** Purchaser certifies to Seller that the execution, delivery and performance by Purchaser of this Agreement and the performance of the Purchaser of the transactions contemplated hereunder have been duly authorized by Purchaser and that the individual signing this Agreement on behalf of Purchaser has the full authority of Purchaser to enter into this Contract.

Seller certifies to the Purchaser that the Seller owns the Property and that the individual signing this Agreement on behalf of the Seller has the full authority of the Seller to enter into this Contract. Seller accepts the offer and agrees to sell on the terms and conditions set forth above.

**23. ENVIRONMENTAL.** Seller represents and warrants to the best of its actual knowledge without independent investigation or inquiry that it has not received written notice that the Property is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material. The term "Hazardous Material" means any material, substance or waste that is listed, regulated, or otherwise defined as "hazardous," "toxic," "radioactive," or a "pollutant," or "contaminant" (or words of similar intent or meaning) under any applicable law, including but not limited to petroleum, petroleum by-products, asbestos or asbestos-containing material, toxic mold, poly chlorinated biphenyls, flammable or explosive substances, or pesticides.

**24. EDA GRANT ASSISTANCE FOR PARK.** The Seller and Purchaser acknowledge that the premises were improved, in part, with funding from the United States Economic Development (EDA), United States Department of Commerce, EDA Project Number 01-01-14201. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

a. The deed shall include a covenant that will restrict the use of the Property to industrial/business purposes and require the Property to be used in compliance with all federal and state laws. The covenant will be effective until September 28, 2032.

b. Upon written request, Purchaser agrees to provide Seller and/or EDA with available documents, evidence or reports generated in the normal course of business demonstrating that the Property is being used in compliance with federal and state law, including but limited to, applicable federal and state environmental laws.

**25. PROMISSORY NOTE.** Within thirty (30) days of the Date of Acceptance, Seller shall provide to Purchaser a proposed promissory note and other applicable security documents. The promissory note will be structured as a forgivable loan in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to be held by Seller with a five (5) year term and to be forgiven by Seller after five (5) years upon Purchaser achieving the following performance benchmarks: a capital investment of at least \$25.8M and creation of one hundred thirty-five (135) jobs within five (5) years of the closing date pro-rated over the five (5) year period to correspond with the loan forgiveness.

***[REMAINDER OF PAGE HAS BEEN LEFT INTENTIONALLY BLANK  
SIGNATURES ON FOLLOWING PAGE]***



**GENESEE AGRI BUSINESS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

**PURCHASER: LA FERMIERE INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

Exhibit A



**Exhibit B**

**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT, effective as of February \_\_, 2020 (this "Agreement"), is by and among **LA FERMIERE INC.**, a Delaware corporation ("Buyer"), **GENESEE AGRICULTURE BUSINESS, LLC**, a New York limited liability company ("Seller"), and **HARRIS BEACH PLLC**, a New York professional service limited liability company, as escrow agent ("Escrow Agent").

WHEREAS, as of the date set forth above, Buyer and Seller have entered into a purchase agreement (the "PSA") whereby Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, certain property located in the Town of Batavia, Genesee County, New York consisting of part of tax parcel 13.-1-170.11 (the "Land"); and

WHEREAS, pursuant to the PSA, Buyer has agreed to pay to Seller an amount equal to Fifty Thousand Dollars (\$50,000.00) per acre, for approximately 20.00 acres, as consideration for the Land, subject to the provisions of Section 2 of the PSA (the "Purchase Price"); and

WHEREAS, pursuant to the PSA, Buyer shall deliver to the Escrow Agent within three (3) business days from the date set forth above, funds in the amount of Twenty Thousand Dollars (\$20,000.00) (the "Escrow Funds") as a good faith deposit with respect to the Land, to be released from escrow and delivered to Buyer and/or Seller in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein and in the PSA, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Escrow Agent agrees to hold the Escrow Funds in escrow upon the terms and conditions set forth in this Agreement. Escrow Agent shall hold the funds in its attorney IOLA Trust Account. The Escrow Funds shall not be subject to lien or attachment by any creditor of any party hereto and shall be used solely for the purposes set forth in this Agreement.

2. Escrow Agent shall retain the Escrow Funds until Escrow Agent shall have received (a) a joint written instruction executed by Seller and Buyer directing delivery of the Escrow Funds, or (b) a final, non-appealable order (a "Decree") directing delivery of the Escrow Funds from a court with jurisdiction over the parties or from an arbitrator(s) selected by mutual agreement of Buyer and Seller, in which event Escrow Agent shall disperse the Escrow Funds in accordance with such written instructions or Decree. Any Decree shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to Escrow Agent to the effect that the Decree is final and non-appealable. Escrow Agent may act on such Decree and legal opinion without further questions. Upon receipt of the joint written instructions, Escrow Agent shall release, by delivery of a check from Escrow Agent's trust account or by wire transfer to an account or accounts designated by Seller or Buyer, as the case may be, the amount specified in the joint written instructions.



3. Escrow Agent shall have the power, authority and discretion expressly conferred upon it by this Agreement, and shall not be required to perform any act or do anything not within such power, authority and discretion. All parties understand and agree that Escrow Agent is not a principal, participant or beneficiary of the underlying transaction which necessitates this Agreement. Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth herein and may rely upon, and shall be protected in acting or refraining from acting upon, any written notice, instruction or request furnished to Escrow Agent hereunder and believed in good faith by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent may conclusively presume that each of the undersigned has full power and authority to instruct Escrow Agent on behalf of the respective party for which each of the undersigned has signed. Escrow Agent shall not be liable for any action taken by it in good faith without gross negligence and believed by it to be authorized or within the power, authority or discretion conferred upon it by this Agreement, and shall be protected in acting or refraining from acting in reliance upon an opinion of counsel or upon any certificate, request, instruction or other document believed by it to be genuine and to have been signed and presented by the proper party or parties. Escrow Agent shall be entitled to consult with its counsel and shall not be liable for any action taken or omitted by Escrow Agent in good faith in accordance with the opinion and advice of such counsel whether such counsel be a member or associate of Escrow Agent or independent counsel.

4. For and in consideration of its services hereunder, Escrow Agent shall be jointly and severally indemnified by Buyer and Seller against any loss, liability or reasonable expense incurred by Escrow Agent without gross negligence or bad faith on the part of Escrow Agent arising out of or in connection with any litigation involving its services as Escrow Agent hereunder, including the reasonable costs and expenses of defending itself against any claim of liability arising out of or in connection with its services as Escrow Agent hereunder. The provisions of Section 3 above and this Section 4 shall survive the termination of this Agreement and the resignation or removal of Escrow Agent.

5. Escrow Agent may resign at any time upon written notice to Seller and Buyer. Upon such resignation, Seller and Buyer shall use their reasonable efforts to select a successor escrow agent within ten (10) days after receiving such notice. If Seller and Buyer fail to appoint a successor escrow agent within such time, Escrow Agent shall have the right to petition any court contemplated by Section 10 for the appointment of a successor. Seller and Buyer, acting jointly, may terminate Escrow Agent at any time upon appointment of a successor Escrow Agent and written notice thereof to Escrow Agent. Any successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Upon delivery of such instrument, Escrow Agent shall be discharged from any further duties and liability under this Agreement. Escrow Agent shall be paid any outstanding amounts owed to Escrow Agent pursuant to Section 4 above prior to transferring the Escrow Funds to a successor escrow agent.

6. This Agreement shall terminate on the date upon which the Escrow Funds shall have been completely distributed pursuant to the terms and conditions contained herein, and Escrow Agent shall be relieved of all responsibilities in connection with this Agreement.

7. All notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and shall be deemed to have been received (i) at the time of personal delivery, (ii) if sent by email, when receipt thereof is acknowledged by a confirmation email sent by the recipient; provided that the sender follows up with delivery in accordance with clause (i), (iii) or (iv) herein, (iii) the next business day following the date on which the same has been delivered prepaid to a nationally recognized overnight courier service, or (iv) three (3) business days following deposit in the mail as registered or certified, postage prepaid. All such notices shall be addressed to the parties at their respective addresses set forth below:

Seller:

Genesee Agri Business, LLC  
Attn: Mark A. Masse  
99 MedTech Drive  
Suite 106  
Batavia, New York 14020

Counsel for Seller:

Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attention: Francis L. Gorman, III, Esq.  
E-mail: [flgorman@harrisbeach.com](mailto:flgorman@harrisbeach.com)  
Phone: (585) 419-8628

Purchaser:

Lucas Praticci, Vice President  
La Fermiere Inc.  
205 North 9<sup>th</sup> Street  
Brooklyn, New York 11211

Outside Counsel for Purchaser:

Harter Secrest & Emery LLP  
1600 Bausch & Lomb Place  
Rochester, NY 14604  
ATTN: Kelly A. Pronti, Esq.  
Email: [Kpronti@hselaw.com](mailto:Kpronti@hselaw.com)  
Phone: (585) 905-1802

8. This Agreement may not be amended, modified, supplemented or otherwise altered, except by a writing signed by each of the parties hereto.

9. This Agreement constitutes the entire agreement among the parties hereto with respect to the escrow of the Escrow Funds, and supersedes all prior and contemporaneous understandings and agreements with respect thereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement expressly sets forth all of the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against Escrow



Agent. Escrow Agent shall not be bound by the provisions of any agreement among the other parties hereto except this Agreement.

10. This Agreement and all matters relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any provision thereof requiring application of the law of any other jurisdiction. The parties hereby agree that any dispute between or among them arising out of or in connection with this Agreement shall be adjudicated only before the New York State Supreme Court located in Genesee County New York, and they hereby submit to the exclusive jurisdiction of the New York State Supreme Court located in Genesee County New York with respect to any action or legal proceeding related hereto commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the respective addresses set forth in this Agreement for each party.

11. Seller acknowledges that Harris Beach PLLC is currently representing Seller as legal counsel in connection with the transactions contemplated by this Agreement, the PSA and related documents. Neither the agreement by the parties hereto that Harris Beach PLLC shall act as Escrow Agent, nor any other term of this Agreement, nor any other agreement or understanding between or among the parties hereto shall prevent or inhibit, or be construed or interpreted so as to prevent or inhibit, Harris Beach PLLC from serving at any time as legal counsel to Seller or any agent or affiliate of Seller, whether in connection with this Agreement or otherwise. Escrow Agent shall be responsible for holding, and disbursing the Escrow Funds pursuant to this Agreement, but in no event shall it be liable for any exemplary or consequential damages hereunder when its acts, taken or omitted, are in good faith. The duties and responsibilities of Escrow Agent hereunder shall be determined solely by the express provisions of this Agreement and no other or further duties or responsibilities shall be implied. Escrow Agent shall not have any liability under, nor duty to inquire into the terms and provisions of any agreement or instructions, other than outlined in this Agreement.

12. Should any controversy arise between or among the undersigned with respect to this Agreement or with respect to the Escrow Funds, Escrow Agent shall have the right to consult counsel of its choice (which may be a member or associate of Escrow Agent or independent counsel) and/or to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties. Should such actions be necessary, or should Escrow Agent become involved in litigation in any manner whatsoever on account of this Agreement or the Escrow Funds, each of Buyer and Seller, jointly and severally, hereby binds and obligates itself to pay any and all reasonable attorney's fees (including internal reasonable legal fees of Escrow Agent) incurred by Escrow Agent, and any other reasonable disbursements, reasonable expenses, losses, costs and damages incurred by Escrow Agent, in connection with or resulting from such actions.

13. Except to the extent caused by the gross negligence or bad faith of Escrow Agent, Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, the following:

(i) the act, failure or neglect of any agent or correspondent selected by Escrow Agent or the parties hereto;

(ii) any delay, error, omission or default connected with the remittance of funds;

(iii) any delay, error, omission or default of any mail, telephone, electronic mail or wireless agency or operator; or

(iv) the acts or edicts of any government or governmental agency or other group or entity exercising governmental powers.

14. The provisions of this Agreement may not be waived, altered, amended or supplemented, in whole or in part, except by a writing signed by all of the parties hereto.

15. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any party without the prior consent of the other parties.

16. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[No further text on this page; Signature page follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Escrow Agreement as of the date first above written.

SELLER:

**GENESEE AGRI BUSINESS LLC**, a New York limited liability company

By: \_\_\_\_\_  
Name:  
Title:

BUYER:

**LA FERMIERE INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

ESCROW AGENT:

**HARRIS BEACH PLLC**

By: \_\_\_\_\_  
Francis L. Gorman, III, Member

# Genesee Gateway Local Development Corp.

## Current Officers

Don Cunningham, Chairman / President & CEO  
T. Felton, Vice Chairman  
S. Noble-Moag, Secretary  
G. Torrey, Treasurer

## Authorized to request information regarding all bank accounts for the GGLDC and GABLLC

L. Farrell  
P. Kennett

## The following are authorized signers of agreements, contracts, deeds and any other instruments as approved by the board or operational items within the approved budget limits.

Chairman (per by-laws)  
Vice Chairman (per by-laws)

## Bank Account Authorized Signers

Audit & Finance Committee members are authorized bank signers.

All GCEDC checks and / or Line of Credit withdrawals must be signed by two authorized signers.

GGLDC is the sole member of the GAB, LLC. The above approvals apply to the GAB, LLC as well.



# Genesee Gateway Local Development Corporation

## Procurement Policies and Procedures



Adopted: June 5, 2014  
Readopted: October 1, 2015  
Readopted: September 1, 2016  
Readopted: September 7, 2017  
Readopted: June 7, 2018  
Readopted: July 11, 2019  
Readopted: June 4, 2020  
Readopted: June 3, 2021  
Readopted: **XXXXXXXXXX**



GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION  
PROCUREMENT POLICIES AND PROCEDURES

1. INTRODUCTION
2. DECLARATION OF POLICY
3. DEFINITIONS
4. DETERMINATION OF PROCUREMENT
5. NO COMPETITIVE BIDDING
6. COMPETITIVE QUOTATIONS
  - 6.1. Written Descriptions Required
  - 6.2. Soliciting Competitive Quotations
  - 6.3. Exceptions
  - 6.4. Authorization
  - 6.5. Award of Contract
  - 6.6. Purchases (\$5,000 or less)
  - 6.7. Policies for Corporation's Benefit
7. MISCELLANEOUS
8. PROCUREMENT POLICY SUMMARY CHART

NOTE: THESE POLICIES AND PROCEDURES APPLY ONLY TO GOODS AND SERVICES PAID FOR BY THE CORPORATION FOR ITS OWN USE AND ACCOUNT. THEY DO NOT APPLY TO GOODS OR SERVICES (SUCH AS, BUT NOT LIMITED TO, BOND COUNSEL OR CORPORATE COUNSEL) PROCURED IN CONNECTION WITH SALE LEASEBACK OR A BOND ISSUANCE, FOR WHICH GOODS AND SERVICES A COMPANY PAYS.

**1. INTRODUCTION**

The policies and procedures set forth herein have been developed by the Genesee Gateway Local Development Corporation (the "Corporation") pursuant to New York State General Municipal Law Section 104-b regarding the procurement of Goods and Services not required by law to be procured pursuant to competitive bidding.

These policies and procedures apply only to Goods and Services paid for by the Corporation for its own use and account. They do not apply to Goods or Services (such as, but not limited to, Bond Counsel or construction services) for a project for which the Corporation will not be the project operator or occupant.

**2. DECLARATION OF POLICY**

Goods and Services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of Corporation moneys in the best interest of the Corporation, to facilitate the acquisition of Goods and Services of maximum quality at the lowest possible cost under the circumstances and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Members of the Genesee Gateway Local Development Corporation have adopted the policies and procedures set forth herein governing all procurement of Goods and Services which are not required to be procured pursuant to competitive bidding.

**3. DEFINITIONS**

The following terms shall have the following meanings:

1. "Corporation" shall mean the Genesee Gateway Local Development Corporation.
2. "Competitive Quotations" means the procurement of Goods and/or Services, in accordance with the provisions of Section "6" herein.
3. "Contract" shall mean a public work Contract, a purchase Contract, or, generally a Contract for Goods or Services in accordance with the provisions herein.
4. "County" shall mean the County of Genesee, New York.
5. "Goods" shall mean products, materials, supplies, equipment, apparatus and other like items, and the necessary Services related to these items.

6. "Members" shall mean the Board of Directors of the Corporation.
7. "Procurement" or "procure" shall mean the obtaining, through Contract or agreement of Goods and/or Services in accordance with these policies and procedures.
8. "Procurement Officer" shall mean the Treasurer of the Corporation or such other officer, or employee, or individual designated by the Members to carry out the general and specific provisions of the policies and procedures set forth herein.
9. "Professional Services" means for those Services requiring special or technical skills, training, expertise, or licensing, or such Services which involve the use of professional judgment and/or a high degree of creativity, or which involve a relationship of personal trust or professional confidence including, but not limited to, engineering, architectural, medical, financial and legal services.
10. "Services" shall mean, generally, labor and/or construction to be performed.
11. "Sole Source Goods or Services" shall mean Goods or Services for which the Procurement Officer has determined that there is only one possible source from which to procure the desired Goods or Services, including, but not limited to, certain patented Goods or Services, or public utilities; provided, however, the Procurement Officer must certify that such Goods or Services are available from only one source so that no possibility of competition exists, including a showing that, at least (a) the unique benefits of the desired Goods or Services as compared to other such Goods or Services available in the marketplace, (b) no other Goods or Services provide substantially equivalent or similar benefits, and (c) considering the benefits received, the cost of the Goods or Services is reasonable, when compared to conventional methods;
12. "State" shall mean the State of New York.
13. "Vendor" shall mean a supplier or prospective supplier of Goods or Services.

**4. DETERMINATION OF PROCUREMENT**

The Procurement Officer is hereby designated to be responsible for determining whether a procurement of Goods or Services is subject to Competitive Quotations or is exempt from such procurement, and the Procurement Officer is authorized to determine that the nature of a particular project or class of projects is exempt from the procurement policies described herein. The Corporation hereby finds and determines that Professional Services are, in all cases, exempt from these procurement policies and procedures, as solicitation of alternate proposals and quotations is not in the best interest of the Corporation in situations in which special skills and expertise are required.

**5. NO COMPETITIVE BIDDING**

As of the date of adoption of these policies and procedures, the Corporation is not subject to the competitive bidding requirements of Section 103 of the General Municipal Law.

**6. COMPETITIVE QUOTATIONS**

**6.1. Written Descriptions Required**

Upon a determination by the Procurement Officer that Goods or Services are to be procured through competitive or verbal quotations, the Procurement Officer shall cause to be made a written description for each such Goods or Services to be procured. Such description need not necessarily include detailed specifications but may be generic or in outline form or describe the result sought by the Corporation. Such written description shall contain that information deemed necessary for the procurement of the desired Goods or Services in accordance with the policies of the Corporation, including a statement that the requested bid or quotation price shall include a statement whether cost of delivery is included, a statement that the Corporation reserves the right to reject all bids or quotations, waive minor deviations, consider alternative bids or quotations, negotiate price and terms with those making a bid or quotation (provided that negotiations with all those making a bid or quotation will be on substantially the same basis and regarding substantially the same matters), subject to the same terms and conditions of the written descriptions being sought by the Corporation and a statement regarding security and/or insurance, if required.



## 6.2. Soliciting Written Competitive Quotations

1. If the cost of the Goods or Services to be procured, based upon the written description prepared for the desired Goods or Services, will require an expenditure of more than \$5,000, but less than \$10,000, the desired Goods or Services shall be procured through Competitive Quotations solicited from not less than two Vendors.
2. If the cost of the Goods or Services to be procured, based upon the written description prepared for the desired Goods or Services, will involve an expenditure of more than \$10,000, the desired Goods or Services shall be procured through Competitive Quotations solicited from not less than three Vendors.
3. If, following reasonable efforts, insufficient numbers of Vendors exist for the solicitation of the requisite number of Competitive Quotations, then the Procurement Officer shall cause to be solicited Competitive Quotations from less than the requisite number of Vendors; provided, however, that the basis and other facts and circumstances or such efforts and/or findings relating to this provision shall be placed in writing.
4. The Procurement Officer shall cause to be made a record of the written description, the solicitation of the Competitive Quotations, the Competitive Quotations received and any other documents or materials prepared or received in connection with the procurement of Goods and Services of the Corporation.
5. Competitive Quotations need not be sealed and need not be opened and read at a stated time.
6. The Procurement Officer need not recommend the procurement of goods and services from the Vendor offering the lowest dollar quotation, but may recommend to the Members determinations of which quotations will fulfill or meet the best interests or needs of the Corporation, and each recommended determinations may be based on such factors as, without limitation, quality, features or options, reliability or reputation of the Vendor, availability of service, delivery time and location of the Vendor (local vis-a-vis non-local, in-state vis-a-vis out-of-state or country); and the Procurement Officer may negotiate terms and price with all Vendors submitting quotations (provided that all such negotiations will be on substantially the same basis and regarding substantially the same matters), and the determination of the Members pursuant to the Procurement Officer's recommendations made in good faith shall be final.

### 6.3. Exceptions

1. General Exceptions. The following Goods and Services may be procured by the Corporation without soliciting competitive quotations:

a. Services performed by inmates, or Goods manufactured, in correctional facilities operated by the New York State Department of Correctional Services or in local correctional facilities of this State; provided, however, that the procurement of such Goods and Services shall be in accordance with Section 186 of the Correction Law;

b. Goods and Services produced or assembled by the blind or other severely handicapped; provided, however, that the procurement of such Goods and Services shall be in accordance with Section 175-B of the State Finance Law;

c. Goods procured by the County in accordance with subdivision (2) of Section 408-a of the County Law; provided, however that no such procurement shall be made from the County when Competitive Quotations have already been received, unless such procurement may be made upon the same terms, conditions and specifications of a lower price through the County;

d. Goods in excess of \$500.00 procured by the State through the New York State Office of General Services, subject to rules established by such Office, in accordance with Section 163 of the State Finance Law; provided, however, that no such procurement shall be made from such Office when Competitive Quotations have already been received, unless such procurement may be made upon the same terms, conditions and specifications at a lower price through such Office;

e. Surplus and/or second hand Goods which are being offered for purchase from the Federal or State governments or any other political subdivision or public benefit corporation within the State of New York.

2. Special Exceptions. Upon a determination that Goods or Services are (i) Professional Services, (ii) Sole Source Goods or Services or (iii) Goods or Services deemed by the Procurement Officer, in his or her sole discretion, not in the best interest of the Corporation to be procured in accordance with the Competitive Quotation requirements set forth herein, the Procurement Officer may procure such Goods or Services in such manner as the Procurement Officer determines to be in the best interest of the Corporation and which otherwise is in accordance with the policies of the Corporation, as set forth in Section "2" herein.

#### **6.4. Authorization**

The procurement of goods and services which will involve an expenditure of less than \$5,000 may be approved by the Procurement Officer. Authorization for individual expenditures of \$5,000 and over shall require the formal review and approval of the Corporation's Members.

#### **6.5. Entering Into the Contract**

1. Except as provided in Section "6.5.2" herein, upon receipt of the requisite number of Competitive Quotations, the Procurement Officer shall recommend to the Members that the Corporation enter into a Contract, or enter into an agreement, for such Goods or Services to the Vendor that submitted the Competitive Quotation with the lowest dollar offer for such Goods or Services, but subject to the provisions of Section "6.2.6" hereof.
2. If the Procurement Officer shall recommend to the Members that the Corporation enter into a Contract for Goods or Services to a Vendor that did not submit the Competitive Quotation with the lowest dollar offer, the Procurement Officer shall state the reasons such an award furthers the policy set forth in Section "2" herein and in accordance with Section "6.2.6" hereof.
3. Upon the procurement of Goods or Services in accordance with the provisions of Section "6.3" herein, the Procurement Officer shall recommend to the Members that the Corporation award a Contract, or enter into an agreement, for such Goods or Services to the Vendor identified by the Procurement Officer.
4. Upon receipt of the recommendation by the Procurement Officer regarding the entering into a Contract, the Members shall authorize the Procurement Officer to cause to be procured such Goods or Services with the recommended Vendor; provided, however, that the Members reserve the right to reject all bids or quotations, waive minor deviations, consider alternative bids or quotations, subject to the same terms and conditions of the written descriptions being sought by the Corporation.

#### **6.6. Purchases (\$5,000 or less)**

1. Notwithstanding the provisions set forth herein, the procurement of Goods or Services involving an expenditure of up to five thousand dollars (\$5,000.00) may be made without seeking Competitive Quotations; provided, however, that any agent of the corporation authorized to make such a procurement shall use his or her best efforts to obtain the lowest cost for such Goods or Services, but taking into consideration the terms of Section "6.2.6" hereof.

## **6.7. Policy for Corporation's Benefit**

These policies and procedures are intended solely for the benefit of the Corporation and are not intended for the economic or other benefit of any particular Vendor making a quotation; and accordingly, no Vendor shall have the right to challenge the determination of the Corporation to enter into Contracts for Goods and Services in accordance with the policies and procedures herein set forth.

## **7. MISCELLANEOUS**

1. Procurement of Insurance – Procurement of Insurance Brokerage/Agent is subject to this Policy as a professional service. Notwithstanding the foregoing actual insurance policies procured are not subject to requirements of this Policy. Insurance Policies shall be reviewed by the Members annually.
2. Genesee County Business Enterprises – It is the preference of the Corporation to provide opportunities for the purchase of good and services from business enterprises located in Genesee County.
3. Minority & Women Owned Business Enterprises (M/WBE) – The Corporation shall comply with all applicable legal requirements relating to the hiring of such businesses. It is understood that granting agencies may enforce requirements regarding M/WBE participation and the Corporation may not be able to choose lowest responsible bidders in order to comply in these situations.
4. Effect of Other Procurement Requirements – Where the procurement of a specific good or service is to be accomplished using funds other than the funds of the Corporation and such funding sources specify different or more restrictive procurement requirements than are provided for in this Policy, the procurement requirements of the funding source will supersede the requirements of this Policy.
5. The Members shall review the policies and procedures herein not later than March 31, 1995, and each year thereafter. Amendments to these policies and procedures may be made at any time during the year.
6. The unintentional failure to fully comply with the provisions of the policies and procedures set forth herein shall not be grounds to void action taken or give rise to a cause of action against the Corporation, the Members, the Procurement Officer, or any officer or employee of the Corporation.



GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION  
99 MedTech Drive, Batavia, NY 14020-3118  
Phone: 585/343-4866 Fax: 585/343-0848

**COMPETITIVE QUOTATION FORM**

Date: \_\_\_\_\_

1. **VENDOR:** \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

2. **REQUEST FOR QUOTATION** (to be completed by Corporation):  
**GOODS/SERVICES NEEDED**

Delivery Needed By: \_\_\_\_\_

Insurance  is  is not required

- > The quotation should include charges, if any, for delivery.
- > The Corporation encourages changes or suggestions offering cost savings.
- > The Corporation reserves the right to reject all quotations, waive minor deviations or consider alternative quotations, subject to the same terms and conditions or negotiate with Vendors as to price, specifications or terms.
- > If your Goods or Services deviate from the description herein, please note such deviation.
- > Please submit any additional information that is pertinent to your quotation.

3. **QUOTATION:** The Corporation is requesting your competitive quotation of the Goods or Services described above. Please complete this quotation, sign and return not later than 5:00 p.m. on \_\_\_\_\_. Unsigned quotations will not be considered.

I, \_\_\_\_\_, am an employee of Genesee Gateway Local Development Corporation, and am duly authorized to submit this quotation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Corporation Employee Name]  
[Title]

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION  
99 MedTech Drive, Batavia, NY 14020-3118  
Phone: 585/343-4866 Fax: 585/343-0848

**VERBAL QUOTATION FORM**

Date: \_\_\_\_\_

Procurement Officer/Corporation Employee: \_\_\_\_\_

**REQUEST FOR QUOTATION**

GOODS/SERVICES NEEDED

Delivery Needed By: \_\_\_\_\_

**QUOTATIONS**

VENDOR	TELEPHONE #	VENDOR REPRESENTATIVE	QUOTATION
1.			
2.			
3.			
4.			

Genesee Gateway Local Development Corporation  
Procurement Policy Summary

AUTHORIZATION						
	None	2 Written	3 Written	Other*	CEO	Board
<b>Purchase Contracts:</b>						
\$1,000-\$5,000	X				X	
\$5,000-\$10,000		X				X
\$10,000 or greater			X			X
<b>Public Works Contracts:</b>						
\$1,000-\$5,000	X				X	
\$5,000-\$20,000		X				X
\$20,000 or greater			X			X
<b>Professional Services</b>				6.3.2		
<b>Sole Source Goods or Services</b>				6.3.2		
<b>Other Exceptions</b>				6.3.1		

\* Refer to Section indicated

## Investment Policy

### I. Scope

This Investment Policy ("Policy") applies to all moneys and other financial resources available for deposit and investment by the Genesee Gateway Local Development Corporation ("Corporation") for its own use and account. The Corporation adopted this Policy at a meeting held on XXXXXXXX.

### II. Investment Objectives

The primary objectives of the Corporation's investment program shall be, in order of priority, to: (1) comply with all applicable provisions of law; (2) safeguard the principal of all deposits and investments; (3) provide sufficient liquidity to ensure that monies invested are available to meet expenditures as they come due; and (4) obtain the maximum rate of return that is consistent with the preceding objectives.

### III. Delegation Of Authority

The members of the Corporation hereby delegate their responsibility for the implementation and administration of the Corporation's deposit and investment programs, including the authority to execute any security and custody agreements required by this Policy, to the Treasurer or his designee who shall establish written procedures for the operation of the programs consistent with this Policy. Such procedures shall regulate subordinate employees and include an adequate internal control structure to provide a satisfactory level of accountability based on a database or record incorporating descriptions and amounts of deposits and investments, transaction dates, interest rates, market prices and other information necessary to manage the portfolio and to identify the sources of all funds being invested.

### IV. Internal Controls

The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized loss or disposition, that such transactions are executed in accordance with proper authorization and recorded properly and, that such transactions are managed in compliance with applicable laws and regulations.

### V. Prudence

The Treasurer, his or her subordinates and any other Corporation employee having responsibility for the deposit or investment of Corporation moneys shall at all times act responsibly as custodian of the public trust. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their affairs not for speculation, but for investment, considering the safety of principal as well as the income to be derived. All Corporation officers and employees involved in the execution of the investment program shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

### VI. Authorized Investments

Except as otherwise may be provided in this Policy, monies not required for immediate expenditure may be otherwise invested in any of the following:



- (1) Special time deposits or certificates of deposits in a bank or trust company located and authorized to do business in the State of New York ("bank");
- (2) Obligations of the United States of America;
- (3) Obligations guaranteed by agencies of the United States of America where the payment of principal and interest is guaranteed by the United States of America;
- (4) Obligations of the State of New York;
- (5) With the approval of the State Comptroller, obligations issued pursuant to Section 24.00 and Section 25.00 of the Local Finance Law by any municipality or district corporation;
- (6) Obligations of a public corporation which are made lawful investments by the Corporation pursuant to another provision of law; and
- (7) Certificates of participation issued pursuant to General Municipal Law ("GML"), section 109-b.

Investments shall be payable or redeemable at the option of the Corporation within such time as the proceeds shall be needed to meet expenditures for the purpose for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Corporation within two years of the date of purchase.

## **VII. Deposits**

All monies collected by any officer or employee of the Corporation shall be deposited in such banks as have been authorized by a resolution of the governing board for that purpose in an amount not to exceed the amount specified in such authorizing resolution. It is the policy of the Corporation that all moneys collected by any officer or employee of the Corporation shall be deposited within two days of receipt and under no circumstance shall deposits occur later than the end of the month in which payment was received.

## **VIII. Diversification**

Although it is the policy of the Corporation to diversify its investment portfolio, the opportunity to diversify among types of investments is very limited because of legal constraints. Subject to these constraints, however, investments and deposits shall be diversified by financial institution, maturity and type of investment, a specific bank or trading partner or a specific maturity.

## **IX. Authorized Banks and Trading Partners**

The Treasurer shall maintain a list of banks and other trading partners approved for investment purposes and if appropriate, establish limits on the amount of investments that may be outstanding with any bank or trading partner at any time. All banks and trading partners with which the Corporation conducts business must be creditworthy as determined by criteria established by the treasurer. All banks with which the Corporation does business shall provide their most recent Consolidated Report of Condition (Call Report) to the treasurer at his or her request. Trading partners not affiliated with a bank shall be recognized primary security dealers as designated by the Federal Reserve Bank of New York. The Treasurer is responsible for periodically evaluating the financial position of banks and trading partners with which the Corporation does business and, based on such evaluations, for revising the list of eligible banks and trading partners as he or she deems appropriate.

## **X. Procedures for Securing Deposits, Special Time Deposits and Certificate Of Deposit**

### **(A). Written Security Agreements**

Monies of the Corporation shall only be deposited, including certificates of deposit and special time deposits, in a bank with which the Corporation has entered into a written security agreement. Such security agreement shall require the bank to secure all Corporation deposits, in excess of the amount insured by the Federal Deposit Insurance Corporation, in the manner required by the New York State General Municipal Law ("GML"), section 10 and shall: (1) specify which types of eligible securities and other collateral authorized by Appendix "A" of this Policy and GML, section 10 are to be provided by the bank; (2) prescribe the maximum amount of collateral to be provided by the bank at any time; (3) prescribe the manner in which the market value of the collateral shall be determined and require any adjustments to market value as required by GML, section 10; (4)

require the bank to provide additional collateral if the market value falls below the required amount; (5) provide that the collateral is being provided by the bank to secure all Corporation deposits in the bank, together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default; (6) grant a security interest to the Corporation in any securities pledged by the bank to secure deposits; (7) set forth the conditions under which the collateral may be sold, presented for payment, substituted or released; (8) define the events of default that will enable the Corporation to exercise its rights against the pledged securities; (9) require that securities pledged to secure deposits and not registered in the name of the Corporation be delivered in a form suitable for transfer or with an assignment in blank to a custodial bank with which the Corporation has entered into a written custodial agreement; (10) provide for the frequency of valuation of collateral, which shall be no less frequently than monthly; (11) require that the agreement be properly authorized by the Board of Directors of the bank and that the bank maintain such agreement as an official record of the bank; and, (12) contain all such other provisions deemed necessary to enable the Corporation to enforce its interest in the collateral in the event of default by the bank.

**(B). Custody Agreement**

All securities pledged by a bank pursuant to a written security agreement shall be delivered to a bank with which the Corporation has entered into a written custody agreement ("Custodian"). The custody agreement shall: (1) specify the manner in which the custodian shall hold securities; (2) require the custodian to hold the securities as agent of, and custodian for, the Corporation and to keep such securities separate and apart from the general assets of the custodian and not permit them to become backing for any other deposits or liabilities of the custodian; (3) require the custodian to confirm in writing the receipt, substitution or release of any securities from the Corporation's custody account; (4) provide for the methodology and frequency of valuation of securities held by the custodian; (5) require the custodian to make appropriate entries o//n its books at all times showing the Corporation's interest in the securities; (6) require physical securities be kept in the custodian's vault and physically segregated from the custodian's property and other property held by the custodian; (7) require the custodian to subordinate any claims it may have against the pledged securities to the Corporation's interest therein; (8) permit the Corporation access to books and records maintained by the custodian with respect to the Corporation's account; and, (9) contain any other provisions deemed necessary and appropriate. A bank shall [not] be permitted to act as custodian of any securities pledged by such bank to secure Corporation deposits.

**XI. Purchase and Safekeeping of Investments**

The Treasurer shall establish operation procedures for making investments with approved banks and trading partners. In the case of investments in certificates of deposit and special time deposits, the procedures shall require the solicitation of quotations from more than one approved bank and whenever practicable, from banks located within Genesee County. In the case of investments in obligations, the procedures shall; (1) require the solicitation of quotes from more than one approved trading partner, except in the purchase of governmental securities at their initial auction; (2) require all purchased obligations, unless registered or inscribed in the name of the Corporation, to be purchased through, delivered to, and held in the custody of a bank with which the Corporation has entered into a written custodial agreement which complies with the requirements contained in paragraph (b) of section X of this Policy; (3) ensure that obligations are purchased, sold or presented for redemption or payment by a custodian only accordance with prior written authorization from the officer or employee authorized to make the investment; and, (4) provide that payment of the Corporation's funds shall only be made upon delivery of the purchased obligations to the custodian. The Treasurer is further authorized to purchase obligations; (1) subject to a repurchase agreement in accordance with the procedures enumerated in paragraph XII of this Policy; or (2) pursuant to an ongoing investment program which has been authorized by the members of the Corporation and which provides investment advisory and custodial services to the Corporation.

**XII. Procedures for Repurchase Agreements**

The Treasurer is authorized to purchase and sell obligations pursuant to repurchase agreements subject to the following restrictions:

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- (1) No repurchase transaction shall be entered into with any trading partner until the Corporation has entered into a written master repurchase agreement with the trading partner;
- (2) Repurchase agreements shall be entered into only with trading partners approved by the Treasurer pursuant to Section IX of this Policy and shall be subject to any trading limits established for each trading partner;
- (3) Only obligations of the United States of America and obligations guaranteed by agencies of the United States of America where the payment of principal and interest is guaranteed by the United States of America shall be purchased pursuant to a repurchase agreement;
- (4) Obligations purchased pursuant to a repurchase agreement shall be held by a custodian, other than the trading partner, pursuant to a written custodial agreement;
- (5) The price paid for the securities shall not be in excess of the market value of the securities being purchased plus any accrued interest not reflected in the market price.

Master repurchase agreements between the Corporation and its trading partners shall: (1) contain procedures which ensure that the Corporation obtains a perfected security interest in the purchased securities; (2) defined events of default; (3) prohibit the trading partner from substituting securities for the purchased securities during the term of the repurchase agreement; (4) limit the term of a specific repurchase transaction to a period of not more than thirty days; (5) contain appropriate margin requirements and procedures for timely correction of margin deficiencies or excesses; (6) provide that the Corporation shall not make payment for purchased securities until received by the custodian; (7) require that the terms of all specific repurchase transactions, including rate, price and a description of the specific securities being purchased, be confirmed in writing; (8) provide that all specific repurchase transactions shall be subject to the terms of the master repurchase agreement; and, (9) contain such other provisions as are deemed necessary and appropriate. The written custody agreement shall comply with the requirements of paragraph (b) of section X of the Policy.

### **XIII. Legal Review**

All security agreements, custodial agreements, letters of credit, surety bonds and repurchase agreements shall be reviewed by the Corporation Counsel or other attorney retained for this purpose to determine their compliance with the requirements of sections 10 and 11 of the GML and this Policy.

### **XIV. Reports**

The Treasurer shall provide quarterly written investment reports to the governing board of the Corporation. Such reports shall describe investments in the portfolio and contain any other information deemed necessary for management purposes.

### **XV. Annual Review**

The governing board shall review this Policy at least annually and make any amendments thereto as are deemed necessary.



**APPENDIX A**  
**SCHEDULE OF ELIGIBLE COLLATERAL**  
**Eligible Securities**

Authorized  
(Yes or No)

- |     |        |  |
|-----|--------|--|
| Yes | (i)    | Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, a Corporation thereof or a United States government sponsored corporation.  |
| No  | (ii)   | Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.  |
| Yes | (iii)  | Obligations partially insured or guaranteed by any Corporation of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.   |
| Yes | (iv)   | Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of this State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.                     |
| Yes | (v)    | Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.  |
| No  | (vi)   | Obligations of Puerto Rico rated in one of the three highest rating categories by at least one of the three highest rating categories by at least one nationally recognized statistical rating organization.   |
| Yes | (vii)  | Obligations of counties, cities and other governmental entities of a state, other than the State of New York, having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization. |
| No  | (viii) | Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.  |
| Yes | (ix)   | Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by Federal banks under the limitations established by federal bank regulatory agencies.   |
| No  | (x)    | Commercial paper and bankers' acceptances issued by a bank, other than the bank with which the money is being deposited or invested, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.                 |
| Yes | (xi)   | Zero coupon obligations of the United States government marketed as "Treasury STRIPS".   |



**Other Eligible Collateral**

- No (i) A surety bond executed by an insurance company authorized to do business in the State of New York, the claims-paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
- No (ii) An irrevocable letter of credit issued in favor of the local government for a term not to exceed ninety days by a bank (other than the bank with which the money is being deposited or invested) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or hold company) by at least one nationally recognized statistical rating organization or by a bank (other than the bank with which the money is being deposited or invested) that is in compliance with applicable federal minimum risk-based capital requirements.

**GENESEE GATEWAY LOCAL DEVELOPMENT CORP.  
DISPOSITION OF PROPERTY GUIDELINES  
ADOPTED PURSUANT TO SECTION 2896 OF THE PUBLIC AUTHORITIES LAW**

**SECTION 1. DEFINITIONS**

- A. "Contracting officer" shall mean the officer or employee of the Genesee Gateway Local Development Corp. (hereinafter, the "Agency") who shall be appointed by resolution to be responsible for the disposition of property.
- B. "Dispose" or "disposal" shall mean transfer of title or any other beneficial interest in personal or real property in accordance with section 2897 of the Public Authorities Law.
- C. "Property" shall mean personal property in excess of five thousand dollars (\$5,000) in value, and real property, and any inchoate or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

**SECTION 2. DUTIES**

- A. The Agency shall:
  - (i) maintain adequate inventory controls and accountability systems for all property owned by the Agency and under its control;
  - (ii) periodically inventory such property to determine which property shall be disposed of;
  - (iii) produce a written report of such property in accordance with subsection B herewith; and
  - (iv) transfer or dispose of such property as promptly and practicably as possible in accordance with Section 3 below.
- B. The Agency shall
  - (i) publish, not less frequently than annually, a report listing all real property owned in fee by the Agency. Such report shall consist of a list and full description of all real and personal property disposed of during such period. The report shall contain the price received by the Agency and the name of the purchaser for all such property sold by the Agency during such period; and
  - (ii) shall deliver copies of such report to the Comptroller of the State of New York, the Director of the Budget of State of New York, the Commissioner of the New York State Office of General Services, and the New York State Legislature (via distribution to the majority leader of the senate and the speaker of the assembly).

### SECTION 3. TRANSFER OR DISPOSITION OF PROPERTY

- A. Supervision and Direction. Except as otherwise provided herein, the duly appointed contracting officer (the "Contracting Officer") shall have supervision and direction over the disposition and sale of property of the Agency. The Agency shall have the right to dispose of its property for any valid corporate purpose.
- B. Custody and Control. The custody and control of Agency property, pending its disposition, and the disposal of such property, shall be performed by the Agency or by the Commissioner of General Services when so authorized under this section.
- C. Method of Disposition. Unless otherwise permitted, the Agency shall dispose of property for not less than its fair market value by sale, exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such other terms and conditions as the Agency and/or contracting officer deems proper. The Agency may execute such documents for the transfer of title or other interest in property and take such other action as it deems necessary or proper to dispose of such property under the provisions of this section. Provided, however, , no disposition of real property, any interest in real property, shall be made unless as appraisal of the value of such property has been made by an independent appraiser and included in the record of the transaction provided further that no disposition of any other property which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar property, shall be made without a similar appraisal.
- D. Sales by the Commissioner of General Services (the "Commissioner"). When the Agency shall have deemed that transfer of property by the Commissioner will be advantageous to the State of New York, the Agency may enter into an agreement with the Commissioner of pursuant to which Commissioner may dispose of property of the Agency under terms and conditions agreed to by the Agency and the Commissioner. In disposing of any such property, the Commissioner shall be bound by the terms hereof and references to the contracting officer shall be deemed to refer to such Commissioner.
- E. Validity of Deed, Bill of Sale, Lease, or Other Instrument. A deed, bill of sale, lease, or other instrument executed by or on behalf of the Agency, purporting to transfer title or any other interest in property of the Agency in accordance herewith shall be conclusive evidence of compliance with the provisions of these guidelines and all applicable law insofar as concerns title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to the closing.
- F. Bids for Disposal; Advertising; Procedure; Disposal by Negotiation; Explanatory Statement.
- (i) Except as permitted by all applicable law, all disposals or contracts for disposal of property made or authorized by the Agency shall be made after publicly advertising for bids except as provided in subsection (iii) of this Section F.
  - (ii) Whenever public advertising for bids is required under subsection (i) of this Section F:
    - (A) the advertisement for bids shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the property proposed for disposition;

- (B) all bids shall be publicly disclosed at the time and place stated in the advertisement; and
  - (C) the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Agency, price and other factors considered; provided, that all bids may be rejected at the Agency's discretion.
- (iii) Disposals and contracts for disposal of property may be negotiated or made by public auction without regard to subsections (i) and (ii) of this Section F but subject to obtaining such competition as is feasible under the circumstances, if:
- (A) the personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to increase its value, or if the personal property is to be sold in such quantity that, if it were disposed of under subsections (i) and (ii) of this Section F, would adversely affect the state or local market for such property, and the estimated fair market value of such property and other satisfactory terms of disposal can be obtained by negotiation;
  - (B) the fair market value of the property does not exceed fifteen thousand dollars;
  - (C) bid prices after advertising therefore are not reasonable, either as to all or some part of the property, or have not been independently arrived at in open competition;
  - (D) the disposal will be to the state or any political subdivision or public benefit corporation, and the estimated fair market value of the property and other satisfactory terms of disposal are obtained by negotiation;
  - (E) under those circumstances permitted by subsection (v) below; or
  - (F) such action is otherwise authorized by law.
- (iv) (A) An explanatory statement shall be prepared of the circumstances of each disposal by negotiation of:
- (1) any personal property which has an estimated fair market value in excess of fifteen thousand dollars;
  - (2) any real property that has an estimated fair market value in excess of one hundred thousand dollars, except that any real property disposed of by lease or exchange shall only be subject to clauses (3) and (4) of this subparagraph;
  - (3) any real property disposed of by lease, if the estimated annual rent over the term of the lease is in excess of \$15,000; or
  - (4) any real property or real and related personal property disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.



- (B) Each such statement shall be transmitted to the persons entitled to receive copies of the report required under all applicable law not less than ninety (90) days in advance of such disposal, and a copy thereof shall be preserved in the files of the Agency making such disposal.
- (v) Disposal of Property for less than Fair Market Value ("FMV").
- (a) No assets owned, leased or otherwise in the control of the Agency may be sold, leased, or otherwise alienated for less than its FMV except if:
- (1) Transferee is a government or public entity and terms of transfer require ownership and use to remain with the government or public entity; or
  - (2) Purpose of transfer is within purpose, mission or statute of the Agency; or
  - (3) Written notification to Governor, Speaker, and Temporary President. Such notification is subject to denial. Denial by Governor is in the form of a certification. Denial by legislature is in the form of a resolution. Denial must be made within 60 days of receiving notification during January through June. Provided no denial then Agency may effectuate transfer. If legislature receives the notification in July through December, then legislature may take 60 days from January 1 of the following year. However, the Agency may obtain local approval from the chief executive and legislature of the political subdivision in lieu of the notification to the Governor, Speaker and Temporary President provided the Agency's enabling legislation provides for such approval and the property was obtained by the Agency from the political subdivision.
- (b) If below FMV transfer is proposed, the following information is required to be provided to the authority's board and the public:
- (1) Description of Asset;
  - (2) Appraisal of the FMV of the asset;
  - (3) Description of purpose of transfer, the kind and amount of the benefit to the public resulting from the transfer such as jobs and wages created or preserved;
  - (4) Value received compared to FMV;
  - (5) Names of private parties to the transaction and value received;
  - (6) Names of private parties that have made an offer, the value of offer, and purpose for which the asset would have been used.
- (c) Board must make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

The Guidelines are subject to modification and amendment at the discretion of the Agency board and shall be filed annually with all local and state agencies as required under all applicable law.

The designated Contracting Officer for the Agency is the **GGLDC Board Chair**.

This policy is hereby adopted and shall be effective immediately as approved and adopted  
~~XXXXXXXXXX~~.

## GOVERNANCE & NOMINATING COMMITTEE CHARTER

This Governance Committee Charter was adopted by the Board of Directors of the Genesee Gateway Local Development Corporation (GGLDC) a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law of the State of New York and, as provided in Section 1411 of the Not-For-Profit Corporation Law, a Type C Corporation as defined in Section 201 of the Not-For-Profit Corporation Law established under the laws of the State of New York on **XXXXXXX**.

### **Purpose**

Pursuant to Article I, Section 3 of the GGLDC's bylaws, the purpose of the governance & nominating committee is to assist the Board by:

- Keeping the Board informed of current best practices in corporate governance;
- Reviewing corporate governance trends for their applicability to the GGLDC;
- Updating the GGLDC's corporate governance principles and governance practices; and
- Advising those responsible for appointing directors to the Board on the skills, qualities and professional or educational experiences necessary to be effective Board members.
- Nominating candidates for various offices including, but not limited to Chair, Vice-Chair, Secretary and Treasurer.

### **Powers of the Governance & Nominating Committee**

The Board of Directors has delegated to the governance & nominating committee the power and authority necessary to discharge its duties, including the right to:

- Obtain advice and assistance from in-house or outside counsel, accounting and other advisors as the committee deems necessary;
- Solicit, at the GGLDC's expense, persons having special competencies, including legal, accounting or other consultants as the committee deems necessary to fulfill its responsibilities. The governance & nominating committee shall have the authority to negotiate the terms and conditions of any contractual relationship to the Board's adopted

procurement guidelines as per Public Authorities Law Section 2879, and to present such contracts to the Board for its approval.

### **Composition and Selection**

The membership of the committee shall be as set forth in accordance with and pursuant to Article IV, Section 1 of the GGLDC's bylaws. The governance & nominating committee shall be comprised of the Board Chair and at least three additional "independent members", within the meaning of, and to the extent required by, Section 2825 of New York Public Authorities Law, as amended from time to time. The governance & nominating committee members shall be appointed by, the Board Chair. The Board Chair may designate one member of the governance & nominating committee as its Chair. The members shall serve until their resignation, retirement, removal by the Board or until their successors shall be appointed and qualified. When feasible, the immediate past governance & nominating committee Chair will continue serving as a member of the Committee for at least one year to ensure an orderly transition.

The governance & nominating committee members should be knowledgeable or become knowledgeable in matters pertaining to governance.

### **Committee Structure and Meetings**

The governance & nominating committee will meet a minimum of twice a year, with the expectation that additional meetings may be required to adequately fulfill all the obligations and duties outlined in the charter. All committee members are expected to attend each meeting, in person or via videoconference.

A meeting agenda will be prepared for every meeting and provided to the governance & nominating committee at least two days in advance of the scheduled meeting, along with the appropriate materials needed to make informed decisions. The governance & nominating committee shall act only on the affirmative vote of a majority of the members. Minutes of these meetings are to be recorded.

### **Reports**

The governance & nominating committee shall:

- Report its actions and recommendations to the Board at the next regular meeting of the Board;
- Report to the Board, at least annually, regarding any proposed changes to the governance charter of the governance guidelines;
- Provide a self-evaluation of the governance & nominating committee's functions on an annual basis.

## **Responsibilities**

To accomplish the objectives of good governance and accountability, the governance & nominating committee has responsibilities related to: (a) the GGLDC's Board; (b) evaluation of the GGLDC's policies; and (c) other miscellaneous issues.

## **Relationship to the GGLDC's Board**

The Board of Directors has delegated to the governance committee the responsibility to review, develop, draft, revise or oversee policies and practices for which the governance committee has specific expertise, as follows:

- Develop the GGLDC's governance practices. These practices should address transparency, independence, accountability, fiduciary responsibilities, and management oversight;
- Develop the competencies and personal attributes required of Directors.

In addition, the governance & nominating committee shall:

- Develop and recommend to the Board the number and structure of committees to be created by the Board;
- Develop and provide recommendations to the Board regarding Board member education, including new member orientation and regularly scheduled board member training to be obtained from state-approved trainers;
- Develop and provide recommendations to the Board of performance evaluations, including coordination and oversight of such evaluations of the board, its committees and senior management in the GGLDC's governance process.

## **Evaluation of the GGLDC's Policies**

The governance & nominating committee shall:

- Develop, review on a regular basis, and update as necessary the GGLDC's code of ethics and written policies regarding conflicts of interest. Such code of ethics and policies shall be at least as stringent as the laws, rules, regulations and policies applicable to state officers and employees;
- Develop and recommend to the Board any required revisions to the GGLDC's written policies regarding the protection of whistleblowers from retaliation;
- Develop and recommend to the Board any required revisions to the GGLDC's equal opportunity and affirmative action policies;



- Develop and recommend to the board any required updates on the GGLDC's written policies regarding procurement of goods and services, including policies relating to the disclosure of persons who attempt to influence the GGLDC's procurement process;
- Develop and recommend to the Board any required updates on the GGLDC's written policies regarding the disposition of real and personal property;
- Develop and recommend to the Board any other policies or documents relating to the governance of the GGLDC, including rules and procedures for conducting the business of the GGLDC's Board, such as the GGLDC's by-laws. The governance & nominating committee will oversee the implementation and effectiveness of the by-laws and other governance documents and recommend modifications as needed.

### **Other Responsibilities**

The governance committee shall:

- Annually review, assess and make necessary changes to the governance & nominating committee charter and provide a self-evaluation of the governance committee.
- Annual review of general performance of the GGLDC relative to budget, capital investment and jobs created.