



Genesee Gateway Local Development Corp.
Meeting Agenda
 Thursday, March 4, 2021
 Location: Electronically

PAGE#

- 1.0 Call to Order 5:15pm**
 Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, 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 5:15pm**
 - 2.1 Upcoming Meetings:
Next Scheduled Board Meeting: Thursday, March 25th at 4:00 p.m.
 Audit & Finance Committee Meeting; Thursday, March 25th at 3:00 p.m.
 CANCELLED; Annual Meeting; Friday, March 5th at 12:00 p.m.
 - 2.2 Agenda Additions/ Deletions / Other Business ****Vote**
 - 2.3 Minutes: February 4, 2021 ****Vote**
- 3.0 Report of Management 5:20pm**
 - 3.1 Nothing at this time.
- 4.0 Audit & Finance Committee – D. Cunningham 5:20pm**
 - 4.1 Investment Report ****Vote**
 - 4.2 Procurement Report ****Vote**
 - 4.3 PSA Fancher #3 Resolution ****Vote**
 - 4.4 Pyramid Brokerage Extension to Exclusive Listing Agreement – MedTech Park ****Vote**
- 5.0 Governance & Nominating Committee – S. Noble-Moag 5:35pm**
 - 5.1 Water Works Corp Board Appointments ****Vote**
 - 5.2 Sewer Works Corp Board Appointments ****Vote**
- 6.0 Other Business 5:40pm**
 - 6.1 Nothing at this time.
- 7.0 Adjournment 5:40pm**

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**GGLDC Board Meeting
Thursday, February 4, 2021
Location: Electronically
4:00 PM**

GGLDC MINUTES

Attendance

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

1.0 Call to Order

D. Cunningham called the meeting to order at 5:14 p.m. via conference call / video conference.

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, 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, March 4th at 4:00 p.m.
Audit & Finance Committee Meeting: Tuesday, March 2nd at 8:30 a.m.
Governance & Nominating Committee Meeting: Thursday, March 4th at 3:00 p.m.
CANCELLED: Annual Meeting: Friday, March 5th at 12:00 p.m.

2.2 Agenda Additions/ Deletions/ Other Business –

S. Noble-Moag made a motion to table agenda item 4.4 Cyber Insurance, as well as 5.3 and 5.4 Water and Sewer Works Board appointments; the motion was seconded by M. Wiater. Roll call resulted as follows:

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

The item was approved as presented.

2.3 Minutes: January 7, 2021

G. Torrey made a motion to approve the January 7, 2021 minutes as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:

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

The item was approved as presented.

3.0 Report of Management

3.1 Nothing at this time.

4.0 Audit & Finance Committee – D. Cunningham

4.1 December 2020 Unaudited Financial Statements - L. Farrell noted the following:

- On the balance sheet, accounts receivable of \$32,000 is made up of: 1) \$25,000 for the Knapp Solar project that closed in December. We did not receive the grant funds that support workforce development initiatives and/or the overall economic development program until January 2021. 2) \$6,000 for the recoverable depreciation amount related to the MTC insurance claim.
- We previously had \$29,000 in unearned revenue which was the insurance proceeds received to cover the roof repair. This revenue has been recognized as the expenditures for the roof repair were paid in December.
- On the P&L, grant revenue of \$75,000 is made up of the three solar projects that closed.
- Site Maintenance is over budget. These expenses are largely offset by revenue recorded in the Other Revenue line item, which is made up of insurance proceeds related to the water and wind damage claims.
- All other items are where we would anticipate them to be by year end.

This was recommended for approval by the Committee.

P. Battaglia made a motion to approve the December 2020 Unaudited Financial Statements as presented; the motion was seconded by M. Wiater. Roll call resulted as follows:

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

The item was approved as presented.

4.2 General Liability Insurance - The Board previously approved extending insurance coverage with Selective Insurance through the end of February 2021 while Tompkins worked on obtaining alternative

insurance proposals. Tompkins went out to bid for the Agency's 2021 insurance renewal. Other markets were explored as listed in the Board packet materials, but they were unable to find another carrier that was able to meet the GCEDC's needs at an affordable rate. The total premium proposed by Selective is within the amounts included in the EDC and LDC 2021 budgets.

This was recommended for approval by the Committee.

T. Bender made a motion to approve general liability insurance with Selective as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

4.3 D & O Insurance - Lawley Insurance has provided us with a proposal for renewal of our current Directors & Officers/Employment Practices Liability Insurance with Travelers. The renewal price reflects an overall price increase of only \$528 (\$264/entity) compared to the current policy. The current policy expires on 2/23/2021.

The cost of this policy would be split between GCEDC and GGLDC (\$5,496/entity) and is within each entity's budget for 2021.

Coverage for the new Water and Sewer Works Transportation Corporations has not been included in this proposal. These entities can be added when we have more information to provide.

This was recommended for approval by the Committee.

P. Battaglia made a motion to approve the renewal of D & O insurance with Travelers as presented; the motion was seconded by M. Wiater. Roll call resulted as follows:

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

The item was approved as presented.

4.4 Cyber Insurance – This agenda item was tabled until next month to obtain more information.

4.5 The GGLDC received three bids for painting and resurfacing of the three stairwells at the MedTech Centre building. The bids came in as follows:

- Relentless Construction, LLC - \$12,750
- S.J.F Construction, Inc. - \$16,825

- Whitney East, Inc. - \$19,023

Fund Commitment – The GGLDC 2021 budget includes \$15,000 under MedTech Centre site maintenance lline item for this expense.

This was recommended for approval by the Committee.

S. Noble-Moag made a motion to approve the contract with Relentless Construction, LLC for \$12,750; the motion was seconded by G. Torrey. Roll call resulted as follows:

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

The item was approved as presented.

4.6 Loan Agreement with HP Hood (OCR) – The Town of Batavia has completed, submitted and been approved to receive Federal grant assistance in the amount of \$750,000 (including \$16,000 for Admin and Delivery) from NYS Housing Trust Fund Corporation represented by the NYS Office of Community Renewal through the Community Development Block Grant (CDBG) Fund for the purpose of providing financing to assist HP Hood, LLC for the installation of a new filler line at its existing production facility located at 5140 W. Ag Park Drive in the Town of Batavia. The GGLDC has previously approved a grant agreement with the Town of Batavia that lays out the terms and conditions of that funding being received by the Town of Batavia and disbursed and administered by the GGLDC. The agreement before the committee today is the loan agreement for the \$734,000 between HP Hood, LLC and the GGLDC. The terms and conditions of this loan agreement are consistent with previous CDBG funding. It is 50% loan, 50% grant, five-year amortization and 0% interest rate.

Fund commitment: \$734,000 in CDBG funding that will be provided through the Town of Batavia.

This was recommended for approval by the Committee.

P. Battaglia made a motion to approve the loan agreement with HP Hood, LLC for the CDBG funding; the motion was seconded by T. Bender. Roll call resulted as follows:

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

The item was approved as presented.

4.7 Loan Agreement with Upstate Niagara (OCR) – The Town of Batavia has completed, submitted and been approved to receive Federal grant assistance in the amount of \$750,000 (including \$16,000 for Admin and Delivery) from NYS Housing Trust Fund Corporation represented by the NYS Office of Community Renewal through the Community Development Block Grant (CDBG) Fund for the purpose of providing financing to assist Upstate Cooperative, Inc. with the reactivation of a dormant yogurt production facility located at 5011 W. Ag Park Drive in the Town of Batavia. The GGLDC has previously approved a grant agreement with the Town of Batavia that lays out the terms and conditions of that

funding being received by the Town of Batavia and disbursed and administered by the GGLDC. The agreement before the committee today is the loan agreement for the \$734,000 between Upstate Cooperative, Inc. and the GGLDC. The terms and conditions of this loan agreement are consistent with previous CDBG funding. It is 50% loan, 50% grant, five-year amortization and 0% interest rate.

Fund commitment: \$734,000 in CDBG funding that will be provided through the Town of Batavia.

This was recommended for approval by the Committee.

T. Bender made a motion to approve the loan agreement with Upstate Niagara Cooperative, Inc. for the CDBG funding; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:

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

The item was approved as presented.

4.8 PSA option for BETP – Fancher – The GGLDC has received a Purchase and Sale Agreement from a potential retail project to acquire approximately 2.0 buildable acres out of tax parcel 19.-1-74 for \$100,000.

The Committee requested that the agreement include an amendment to the purchaser's due diligence period. If there is interest from another party to purchase the parcel after 12 months of the due diligence period has expired, the purchaser will have the right of first refusal.

Fund Commitment: Legal fees to Harris Beach not to exceed \$7,500.00 for the transaction.

This was recommended for approval by the Committee.

S. Noble-Moag made a motion to approve the purchase and sale agreement with the above-mentioned amendment and payment of legal fees not to exceed \$7,500 in connection with the closing; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

4.9 Change Order for Corfu WWTF Expansion – In December of 2019, the GGLDC accepted the bid received from STC Construction for a Base Bid amount of \$4,861,000 and authorizing Change Order No. 1 with a deduct amount of \$500,000.

The GGLDC also accepted the bid received from Concord Electric for a Base Bid amount of \$393,000.

The GGLDC committed the cash on hand in restricted BETP account as of 9/30/19 - \$556,001 (plus any interest earned it the account up to the date of disbursement) and future CBA payments (9 years at \$93,000 per year) unless the debt is paid off early).

The work on the WWTF is almost complete, and there are two additional change orders presented today. One change order from STC and one from Concord Electric.

The town of Pembroke has passed a bonding resolution that will cover the increase in cost as a result of the change orders and is not asking the GGLDC for any additional funds. No additional fund commitment.

This was recommended for approval by the Committee.

M. Wiater made a motion to approve the change orders for STC Construction, Inc and Concord Electric as presented with no additional commitment of funds; the motion was seconded by G. Torrey. Roll call resulted as follows:

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

The item was approved as presented.

5.0 Governance & Nominating Committee – S. Noble-Moag

5.1 Authority Self Evaluation of Prior Year Performance - Public Authorities are required to perform a self-evaluation of prior year's goals/measurements annually. This report shows the results against the goals and measurements that were set for 2020. This report will be submitted into PARIS.

This was recommended for approval by the Committee.

S. Noble-Moag made a motion to approve the Authority Self-Evaluation of Prior Year Performance as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

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

The item was approved as presented.

5.2 Mission Statement and Measurement Report – The Authority's Board must annually review the authority's mission statement and performance goals to ensure that its mission has not changed and that the authority's performance goals continue to support its mission. This report will be posted to the website and submitted into PARIS.

This was recommended for approval by the Committee.

M. Wiater made a motion to approve the Mission Statement and Measurement Report as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:

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

The item was approved as presented.

5.3 Water Works Corp Board Appointments- This agenda item was tabled.

5.4 Sewer Works Corp Board Appointments- This agenda item was tabled.

6.0 Other Business

6.1 Nothing at this time.

7.0 Adjournment

As there was no further business, S. Noble-Moag made a motion to adjourn at 5:27 p.m., which was seconded by P. Battaglia and passed unanimously.

Genesee Gateway Local Development Corporation (GGLDC)

Annual Investment Report
For the year ended December 31, 2020

Purpose of the Report:

Under Section 2925(6) of the Public Authorities Law, the GGLDC and its affiliates are required to prepare and approve an Annual Investment Report. The schedule below was approved by the Board on **March XX, 2021**.

Bank	Type	Account Description	12/31/20 G/L Balance	12/31/20 Bank Balance	Interest Rate
Bank of Castile	Checking	GGLDC Primary Checking	\$18,599.78	\$27,516.17	0.15%
Bank of Castile	Money Market	GGLDC - Ag Park	\$608.94	\$608.94	0.15%
Bank of Castile	Savings	GGLDC Primary Savings	\$1,758,538.89	\$1,758,538.89	0.15%
Five Star Bank	Checking	GGLDC Debt Serv. - USDA Auto With.	\$14,375.00	\$14,375.00	0.00%
Five Star Bank	Checking	GGLDC Reserve- Debt Sinking Fund	\$187,244.63	\$187,244.63	0.30%
Five Star Bank	Checking	GGLDC FWT Reserve	\$34,549.50	\$34,549.50	0.30%

As of December 31, 2020, cash balances were fully collateralized. The funds currently on deposit with The Bank of Castile are secured by investments held with Tompkins Financial Advisors. The GGLDC generated \$9,842 of interest income for the period January 1, 2020 through December 31, 2020.

*No fees or commissions were paid.

Genesee Agri-Business, LLC (GABLLC)

Annual Investment Report
For the year ended December 31, 2020

Purpose of the Report:

Under Section 2925(6) of the Public Authorities Law, the GABLLC and its affiliates are required to prepare and approve an Annual Investment Report. The schedule below was approved by the Board on **March XX, 2021**.

Bank	Type	Account Description	12/31/20 G/L Balance	12/31/20 Bank Balance	Interest Rate
Bank of Castile	Checking	GABLLC - Checking	\$628.88	\$628.88	0.00%
Bank of Castile	Savings	GABLLC, Savings	\$1,694,905.05	\$1,694,905.05	0.15%

As of December 31, 2020, cash balances of \$1,444,905 were not secured by FDIC insurance or a pledge of eligible securities. The GABLLC generated \$1,117 of interest income for the period January 1, 2020 through December 31, 2020.

*No fees or commissions were paid.

4.2

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
Status: UNSUBMITTED
Certified Date : N/A

Procurement Information:

Question	Response	URL (If Applicable)
1. Does the Authority have procurement guidelines?	Yes	http://www.gcfdc.com/index.php/news/local-development-corp-ggfdc/ggfdc-policies
2. Are the procurement guidelines reviewed annually, amended if needed, and approved by the Board?	Yes	
3. Does the Authority allow for exceptions to the procurement guidelines?	No	
4. Does the Authority assign credit cards to employees for travel and/or business purchases?	No	
5. Does the Authority require prospective bidders to sign a non-collusion agreement?	Yes	
6. Does the Authority incorporate a summary of its procurement policies and prohibitions in its solicitation of proposals, bid documents, or specifications for procurement contracts?	Yes	
7. Did the Authority designate a person or persons to serve as the authorized contact on a specific procurement, in accordance with Section 139-j(2)(a) of the State Finance Law, "The Procurement Lobbying Act"?	Yes	
8. Did the Authority determine that a vendor had impermissible contact during a procurement or attempted to influence the procurement during the reporting period, in accordance with Section 139-j(10) of the State Finance Law?	No	
8a. If Yes, was a record made of this impermissible contact?		
9. Does the Authority have a process to review and investigate allegations of impermissible contact during a procurement, and to impose sanctions in instances where violations have occurred, in accordance with Section 139-j(9) of the State Finance Law?	Yes	

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
Status: UNSUBMITTED
Certified Date: N/A

Procurement Transactions Listing:

1.	Vendor Name	CCS of Western New York	Address Line 1	116 Main Street
	Type of Procurement	Commodities/Supplies	Address Line 2	
	Award Process	Non Contract Procurement/Purchase Order	City	DEPEW
	Award Date		State	NY
	End Date		Postal Code	14043
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$1,043.07	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Cleaning Supplies - 2020

2.	Vendor Name	CCS of Western New York	Address Line 1	116 Main Street
	Type of Procurement	Other	Address Line 2	
	Award Process	Authority Contract - Competitive Bid	City	DEPEW
	Award Date	10/31/2019	State	NY
	End Date	12/31/2020	Postal Code	14043
	Fair Market Value		Plus 4	
	Amount	\$12,341.52	Province/Region	United States
	Amount Expended For Fiscal Year	\$12,341.52	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Cleaning Services -2020

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

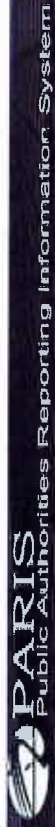
Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date : N/A

3. Vendor Name	Clark Patterson Lee	Address Line1	205 Saint Paul Street
Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
Award Date	12/5/2019	State	NY
End Date		Postal Code	14604
Fair Market Value	\$195,000.00	Plus 4	
Amount	\$195,000.00	Province/Region	
Amount Expended For Fiscal Year	\$68,140.10	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	BETP WWTF Expansion; Multi-party contract (GCEDC, GGLDC, Town of Pembroke).

4. Vendor Name	Concord Electric	Address Line1	705 Maple Street
Type of Procurement	Design and Construction/Maintenance	Address Line2	
Award Process	Authority Contract - Competitive Bid	City	ROCHESTER
Award Date	10/31/2019	State	NY
End Date		Postal Code	14611
Fair Market Value		Plus 4	
Amount	\$393,000.00	Province/Region	
Amount Expended For Fiscal Year	\$5,320.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	BETP WWTF Expansion; Multi-party contract (GCEDC, GGLDC, Town of Pembroke).

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date: N/A

5.	Vendor Name	Conservation Connects - BETP	Address Line1	PO Box 358
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ALEXANDER
	Award Date	11/1/2012	State	NY
	End Date		Postal Code	14005
	Fair Market Value	\$94,500.00	Plus 4	
	Amount	\$94,500.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$920.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	BETP - Wetland Mitigation

6.	Vendor Name	Conservation Connects - BETP	Address Line1	PO Box 358
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ALEXANDER
	Award Date	5/7/2020	State	NY
	End Date		Postal Code	14005
	Fair Market Value	\$6,000.00	Plus 4	
	Amount	\$6,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$6,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	BETP Wetland Mitigation; 2020 Monitoring and Contingency.

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date : N/A

7.	Vendor Name	Conservation Connects - BETP	Address Line1	PO Box 358
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ALEXANDER
	Award Date	4/17/2020	State	NY
	End Date		Postal Code	14005
	Fair Market Value		Plus 4	
	Amount	\$2,500.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$2,500.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	BETP - Deletion & Permitting

8.	Vendor Name	Expert Mitigation Services LLC	Address Line1	10855 Lake Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	PAVILION
	Award Date		State	NY
	End Date		Postal Code	14525
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$22,917.29	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Mitigation Services for water damage caused by roof repair negligence.

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date: N/A

9.	Vendor Name	Genesee County Economic Development Center	Address Line1	99 MedTech Drive
	Type of Procurement	Other	Address Line2	Suite 106
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	10/31/2019	State	NY
	End Date	12/31/2020	Postal Code	14020
	Fair Market Value	\$300,000.00	Plus 4	
	Amount	\$300,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$300,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Economic Development Program Support Grant

10.	Vendor Name	Genesee County Economic Development Center	Address Line1	99 MedTech Drive
	Type of Procurement	Other Professional Services	Address Line2	Suite 106
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	10/31/2019	State	NY
	End Date	12/31/2020	Postal Code	14020
	Fair Market Value	\$80,483.04	Plus 4	
	Amount	\$80,483.04	Province/Region	United States
	Amount Expended For Fiscal Year	\$80,483.04	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	MedTech Centre Property Management

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date: N/A

11. Vendor Name	Genesee County Highway Department	Address Line1	153 Cedar Street
Type of Procurement	Other	Address Line2	
Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
Award Date	10/31/2019	State	NY
End Date	12/31/2020	Postal Code	14020
Fair Market Value	\$11,050.00	Plus 4	
Amount	\$11,050.00	Province/Region	United States
Amount Expended For Fiscal Year	\$11,050.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Mowing - 2020

12. Vendor Name	Genesee Valley Educational Partnership	Address Line1	116 Gruner Road
Type of Procurement	Other	Address Line2	
Award Process	Non Contract Procurement/Purchase Order	City	BUFFALO
Award Date		State	NY
End Date		Postal Code	14227
Fair Market Value		Plus 4	
Amount		Province/Region	United States
Amount Expended For Fiscal Year	\$13,803.36	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	WFD - GVEP Equipment Purchase

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date: N/A

13.	Vendor Name	Great Lakes Building Systems Inc.	Address Line1	116 Gruner Road
	Type of Procurement	Other	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	BUFFALO
	Award Date		State	NY
	End Date		Postal Code	14227
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$3,047.50	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	MTC - Service calls and repairs related to water damage caused by roof repair negligence.

14.	Vendor Name	Great Lakes Building Systems Inc.	Address Line1	116 Gruner Road
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	5/7/2020	State	NY
	End Date	4/20/2021	Postal Code	14227
	Fair Market Value	\$5,685.00	Plus 4	
	Amount	\$5,685.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$5,685.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	MTC - Gold Service Agreement

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date: N/A

15.	Vendor Name	H. Sichernan & Co.	Address Line1	5852 Forest Creek Drive
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	EAST AMHERST
	Award Date	2/6/2020	State	NY
	End Date	12/31/2020	Postal Code	14051
	Fair Market Value		Plus 4	
	Amount	\$25,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$18,594.80	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Grant Assistance / Consulting (11/1/20 - 12/31/20)

16.	Vendor Name	H. Sichernan & Co.	Address Line1	5852 Forest Creek Drive
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	EAST AMHERST
	Award Date	1/10/2019	State	NY
	End Date	12/31/2019	Postal Code	14051
	Fair Market Value		Plus 4	
	Amount	\$25,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$8,264.96	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Grant Assistance / Consulting (11/1/19 - 12/31/19)

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

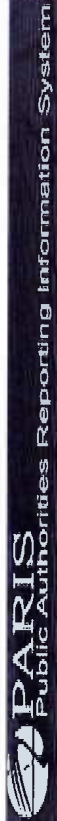
Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date: N/A

17. Vendor Name	Harris Beach	Address Line1	99 Garnsey Road
Type of Procurement	Legal Services	Address Line2	
Award Process	Non Contract Procurement/Purchase Order	City	PITTSFORD
Award Date		State	NY
End Date		Postal Code	14534
Fair Market Value		Plus 4	
Amount		Province/Region	United States
Amount Expended For Fiscal Year	\$11,370,11	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Misc Legal Services

18. Vendor Name	Humphrey Electric & Security	Address Line1	7700 Hewes Road
Type of Procurement	Design and Construction/Maintenance	Address Line2	
Award Process	Non Contract Procurement/Purchase Order	City	BERGEN
Award Date		State	NY
End Date		Postal Code	14416
Fair Market Value		Plus 4	
Amount		Province/Region	United States
Amount Expended For Fiscal Year	\$1,310.62	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Repairs to Hall & Lobby Lighting at MTC

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date : N/A

19.	Vendor Name	Humphrey Electric & Security	Address Line1	7700 Hewes Road
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	BERGEN
	Award Date	7/28/2020	State	NY
	End Date		Postal Code	14416
	Fair Market Value		Plus 4	
	Amount	\$15,250.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$15,250.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Repairs related to water damage caused by roof repair negligence.

20.	Vendor Name	John Jakubowski	Address Line1	22 Haverford Lane
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	WILLIAMSVILLE
	Award Date	8/1/2019	State	NY
	End Date	8/14/2020	Postal Code	14221
	Fair Market Value	\$29,800.00	Plus 4	
	Amount	\$29,800.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$10,173.35	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Workforce Development Consulting Services (8/15/19 - 8/14/20)

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date : N/A

21.	Vendor Name	John Jakubowski	Address Line1	22 Haverford Lane
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	WILLIAMSVILLE
	Award Date	8/6/2020	State	NY
	End Date	8/14/2021	Postal Code	14221
	Fair Market Value	\$29,800.00	Plus 4	
	Amount	\$29,800.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$1,436.80	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Workforce Development Consulting Services (8/15/20 - 8/14/21)

22.	Vendor Name	Mostert Manzanero & Scott LLP	Address Line1	4 Associate Drive
	Type of Procurement	Financial Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ONEONTA
	Award Date	10/31/2019	State	NY
	End Date	12/31/2020	Postal Code	13820
	Fair Market Value	\$10,000.00	Plus 4	
	Amount	\$10,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$10,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Audit of GGLDC 2019 Financial Statements

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
Status: UNSUBMITTED
Certified Date: N/A

23.	Vendor Name	National Grid	Address Line1	5100 E Main Street
	Type of Procurement	Other	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	BATAVIA
	Award Date		State	NY
	End Date		Postal Code	14020
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$11,328.83	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Electric Services

24.	Vendor Name	STC Construction Inc.	Address Line1	63 Zoar Valley Road
	Type of Procurement	Design and Construction/Maintenance	Address Line2	PO Box 459
	Award Process	Authority Contract - Competitive Bid	City	SPRINGVILLE
	Award Date	10/31/2019	State	NY
	End Date		Postal Code	14141
	Fair Market Value		Plus 4	
	Amount	\$4,861,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$452,180.50	Country	
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	BETP WWTF Expansion, Multi-party contract (GCEDC, GGLDC, Town of Pembroke).

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Procurement Report for Genesee Gateway Local Development Corporation
 Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date : N/A

25.	Vendor Name	Selective Insurance		Address Line1	PO Box 371468
	Type of Procurement	Other		Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid		City	PITTSBURGH
	Award Date	12/5/2019		State	PA
	End Date	12/31/2020		Postal Code	15250
	Fair Market Value			Plus 4	
	Amount	\$18,466.88		Province/Region	United States
	Amount Expended For Fiscal Year	\$18,466.88		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	Business Insurance

26.	Vendor Name	Thompson Builids		Address Line1	410 Sanford Road S.
	Type of Procurement	Design and Construction/Maintenance		Address Line2	
	Award Process	Authority Contract - Competitive Bid		City	CHURCHVILLE
	Award Date	7/28/2020		State	NY
	End Date			Postal Code	14428
	Fair Market Value			Plus 4	
	Amount	\$19,240.00		Province/Region	United States
	Amount Expended For Fiscal Year	\$19,240.00		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	Building Repairs related to water damage caused by roof repair negligence.

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

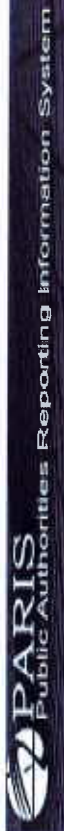
Run Date: 02/25/2021
 Status: UNSUBMITTED
 Certified Date : N/A

27.	Vendor Name	Travelers		Address Line1	P. O. Box 660317
	Type of Procurement	Other		Address Line2	
	Award Process	Authority Contract - Competitive Bid		City	DALLAS
	Award Date	2/6/2020		State	TX
	End Date	2/23/2021		Postal Code	75266
	Fair Market Value			Plus 4	
	Amount	\$5,232.00		Province/Region	United States
	Amount Expended For Fiscal Year	\$5,232.00		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	D&O Insurance

28.	Vendor Name	WNY Sealing & Paving Inc.		Address Line1	955 Buffalo Road
	Type of Procurement	Design and Construction/Maintenance		Address Line2	
	Award Process	Authority Contract - Competitive Bid		City	ROCHESTER
	Award Date	8/6/2020		State	NY
	End Date			Postal Code	14624
	Fair Market Value			Plus 4	
	Amount	\$9,400.00		Province/Region	United States
	Amount Expended For Fiscal Year	\$9,397.00		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	MTC Parking Lot Sealing

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2020

Run Date: 02/25/2021
Status: UNSUBMITTED
Certified Date : N/A

Additional Comments

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Review of Purchase and Sale Agreement for BETP Property

Discussion: The GGLDC has received a Purchase and Sale Agreement from a potential retail project to acquire approximately 2.59 buildable acres out of tax parcel 19.-1-74 for \$129,500.

Fund Commitment: Legal fees to Harris Beach not to exceed \$7,500.00 for the transaction.

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

**PURCHASE AND SALE CONTRACT
FOR VACANT LAND**

PURCHASER(S): J & R Fancher Property Holdings, LLC, a New York limited liability company with an address at 13661 Main Street, Akron, New York 14001

SELLER(S): Genesee Gateway Local Development Corp., a New York 501(c)(3) not-for-profit corporation with an address at 99 MedTech Drive, Batavia, NY 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 Gateway Local Development Corp., approximate size of 2.59 acres. The Property is depicted per attached Exhibit "A" and consists of a portion of tax parcel 19.-1-74 (to be subdivided at Purchaser's sole cost and expense) situated in the Town of Pembroke (the "Property"). The actual acreage to be purchased by the Purchaser from the Seller shall be determined based on an accurate survey of the Property to be paid for by the Purchaser pursuant to this Contract.

2. PRICE; AMOUNT AND HOW IT WILL BE PAID: The purchase price to be paid by the Purchaser to the Seller (the "Purchase Price") shall be \$50,000 per buildable acre with a maximum purchase price of \$129,500 and the maximum purchase price shall apply if the size of the Property exceeds 2.59 +/- buildable acres based on the updated survey to be provided by the Seller to the Purchaser provided said difference is less than .5 acres.

The Purchaser shall receive a credit at closing for any deposit made hereunder. The balance of the Purchase Price shall be paid as follows: (Check and complete applicable provisions.)

- (A) By official bank draft, wire or certified check at closing.
 (B) Other

3. CONTINGENCIES: Purchaser makes this offer subject to the following contingencies to be satisfied or waived by April 1, 2022:

- a. Financing for the purchase of the Property and development of a multi-use facility with retail and housing and related accessory uses reasonably acceptable to Purchaser.
- b. Due Diligence pursuant to paragraph 16, acceptable to Purchaser in its sole and absolute discretion.
- c. All of the Purchaser's required approvals for its intended use, including subdivisions, at Purchaser's sole cost and expense with Seller's cooperation.

4. CLOSING DATE, PLACE, AND POSSESSION: Transfer of title shall take place at the Genesee County Clerk's Office or at the offices of the Seller's attorney prior to August 30, 2022.

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 will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days from the Contract Date, at Purchaser's expense, fully guaranteed tax, title and United States Court Searches dated or re-dated after the date of this Contract with a local tax certificate for Town, Village or City and School District taxes, if any (collectively, the "Title Evidence"). Purchaser will pay for continuing such searches to and including the day of closing..
- C. **Instrument Survey Map.** The Seller shall furnish at Purchaser's cost an instrument survey of the Property being purchased and shall have markers placed on the angle points and pins on the corners ("the Instrument Survey Map"). The Instrument Survey Map shall be prepared by a licensed surveyor and dated or re-dated after the date of this Contract. The Instrument Survey Map shall show acreage inclusive of the rights of way, if any and shall be furnished to the parties and their attorneys within thirty (30) calendar days from the receipt of the Title Evidence. The Instrument Survey Map shall be certified to meet the standard requirements of the Genesee County Bar Association and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the Property is located.
- D. **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.
- E. **Tax Bills.** Seller shall furnish copies of receipted real estate tax bills for the Premises for the past twelve (12) months within twenty (20) calendar days from the Date of Acceptance.
- F. **Permits.** To the extent in Seller's possession, custody or control, Seller shall furnish copies of current Certificates of Occupancy, Sump Pump Certificates (if applicable), and an other municipal code compliance certificates, etc., and also all licenses, permits or similar documents affecting or relating to the Property within twenty (20) days from the Date of Acceptance.
- G. **Other Documents.** To the extent in Seller's possession, custody or control, Seller shall also furnish copies of all appraisals, plans, drawings, specifications, environmental impact statements and other written documentation affecting or relating to the Property, within twenty (20) days of the Date of Acceptance.

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) restrictive covenants of record common to the tract or subdivision of which the Property is a part, provided these restrictions have not been violated, or if they have been violated, that the statute of limitations

for any party to seek to enforce such violations has expired; (ii) the lien of current real estate taxes not due and payable; (iii) public utility easements along lot lines as long as the Purchaser has determined those easements do not interfere with any buildings now on the Property or with any improvements Purchaser may construct in compliance with all present restrictive covenants of record and zoning and building codes applicable to the Property; and (iv) the Award (defined below) (the "Permitted Exceptions"). Seller agrees to furnish any documents required by federal or state laws for transfer of title to real property.

B. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED BY SELLER IN "AS-IS" CONDITION, THAT PURCHASER IS FULLY FAMILIAR WITH THE CONDITION OF THE PROPERTY, AND THAT PURCHASER IS BUYING 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, AND PURCHASER ACKNOWLEDGES SUCH DISCLAIMER OF 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 REPRESENTATIONS AND DISCLAIMER CONTAINED IN THIS SECTION SHALL SURVIVE CLOSING.

7. **OBJECTION TO TITLE:** If Purchaser raises a valid written objection to Seller's title, other than Permitted Exceptions, within twenty (20) days of receipt of all Title Evidence, which indicates that the title to the Property is unmarketable, Seller may cancel this Contract by giving prompt written notice of cancellation to Purchaser and Purchaser's Deposit shall be returned. However, if Seller is able to cure the title objection on or before the closing date, or if the title objection is insurable, then this Contract shall continue in force until the closing date, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection or provide insurable title on or before the closing date, Purchaser may cancel this Contract by giving prompt written notice of cancellation to Seller, Purchaser's Deposit shall be returned and the parties shall have no further obligation to one another except for those obligations which explicitly survive termination of this contract.

8. **RECORDING COSTS, MORTGAGE TAX, TRANSFER TAXES AND CLOSING ADJUSTMENTS:** Seller will pay the real property transfer tax and real property gains tax, if applicable. Purchaser will pay for recording the deed and the mortgage, and for the entire mortgage tax subject to any terms contained in an incentive package, if any, from GCIDA. The parties agree to cooperate in the execution and timely filing of all necessary documentation to determine any real property transfer gains tax. The following, as applicable, will be prorated and adjusted between Seller and Purchaser as of the date of closing, 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 set forth in this Contract. 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 zoned for use as a Commercial and Industrial Park.

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 Contract without any further liability to Seller. 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 \$10,000.00 deposit ("Deposit") upon signing of the contract to be held in escrow by Seller's attorney Harris Beach PLLC, 99 Garnsey Road, Pittsford, NY 14534. Such Deposit shall be refundable until the expiration of the Contingency Period, as may be extended as set forth herein, at which time it shall become non-refundable and payable to the Seller but shall be credited against the Purchase Price at Closing. Should this Contract be terminated by Purchaser prior to the expiration of the Contingency Period, as may be extended as set forth herein, the Deposit shall be refunded to the Purchaser. In the event of Seller's default under this Purchase and Sale Contract, the Deposit shall be paid to the Purchaser as its sole and exclusive remedy.

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 Contract and agree to indemnify and hold each other harmless from the claims of any other brokers for commissions.

13. **RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT; ASSIGNABILITY:** If more than one person signs this Contract 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 Contract 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 Contract or any of its rights hereunder without prior written consent of Seller, which consent shall not be unreasonably conditioned, withheld or delayed; provided, however, Purchaser shall be permitted to assign this Contract to an affiliate, parent or subsidiary of Purchaser 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 Contract 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 Contract 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. Any notice issued by or on behalf of the Seller or Purchaser with respect to this Contract must also simultaneously be provided to the counsel for the receiving party to be effective as follows:

Seller:

Genesee Gateway Local Development Corp.

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

Counsel for Seller:

F.L. Gorman, Esq.
Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Tel: 585.419.8628
Fax: 585.419.8816
E-mail: flgorman@harrisbeach.com

Purchaser:

J&R Fancher Property Holdings, LLC
13661 Main Street
Akron, NY 14001

Counsel for Purchaser:

Alyssa M. Gross, Esq.
William C. Moran & Associates, PC
6500 Main Street, Suite 5
Williamsville, NY 14221

16. **ACCESS TO PROPERTY/DUE DILIGENCE.** At any time after the date upon which this Contract is executed by both Purchaser and Seller ("Date of Acceptance"), 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. 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 exercised in Seller's sole and absolute discretion and shall be 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) arising from: (a) any personal injury or property damage caused by Purchaser's negligence during the inspection of the Property; (b) any and all mechanics', laborers', materialmen's or other liens asserted against the Property resulting from Purchaser's foregoing inspections; and (c) Purchaser's presence (or that of Purchaser's representatives, agents, employees, lenders, contractors, appraisers, architects and engineers) on or at the Property

during the term of this Contract, 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.

17. **INTEREST IN PROPERTY.** Except for the 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 possessions, 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 Business Park) shall not exceed One Hundred Fifty Dollars (\$150.00) annually.

19. **APPLICABLE LAW.** This Contract 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 attorney fees.

20. **COUNTERPARTS.** This Contract 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. Any counterpart delivered by electronic mail or facsimile transmission shall have the same force and effect as an original thereof.

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

22. **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 ("Environmental Laws"). Seller further represents and warrants that it will provide any appraisals, plans, drawings, specifications, surveys, engineering reports, environmental studies, environmental impact statements related to the Property in its possession, custody or control within twenty (20) days of the Date of Acceptance.

Seller certifies to the Purchaser that the Seller owns the Property and that the individual signing this Contract 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.

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

GENESEE GATEWAY LOCAL DEVELOPMENT CORP.

By: _____

Name: _____

Title: _____

Date: _____, 2021

WITNESS: _____

Print Name: _____

Date: _____, 2021

PURCHASER:

By: _____

Name: _____

Title: _____

Date: _____, 2021

WITNESS: _____

Print Name: _____

Date: _____, 2021

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

AUTHORIZING RESOLUTION

(Sale of Land to J & R Fancher Property Holdings, LLC)

A regular meeting of the Genesee Gateway Local Development Corporation (the "Corporation") was convened on _____, _____, 2021, at 4:00 p.m.

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

Resolution No. # __/2021 - __

RESOLUTION OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION AUTHORIZING (I) THE SALE OF CERTAIN LANDS TO J & R FANCHER PROPERTY HOLDINGS, LLC COMPRISING APPROXIMATELY 2.59 +/- ACRES LOCATED IN THE TOWN OF PEMBROKE, GENESEE COUNTY, NEW YORK, AND KNOWN AS PART OF TAX PARCEL 19.-1-74 (THE "LAND"), AND (II) THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT FOR THE CONVEYANCE OF THE LAND AND THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY AND INCIDENTAL THERETO

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, among other property, the Corporation owns approximately 16.6+/- acres of vacant land located at Alleghany Road, Town of Pembroke, Genesee County, New York; and

WHEREAS, **J & R FANCHER PROPERTY HOLDINGS, LLC** and its permitted assigns (the "Company") has offered to purchase a portion of 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, the Corporation desires to transfer to the Company, for and in consideration of \$50,000.00 per buildable acre, an approximately 2.59+/- acre parcel of land located in the

Buffalo East Tech Park (the "Park") at Alleghany Road, in the Town of Pembroke, Genesee County, New York, known as part of tax parcel 19.-1-74 (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, and (iii) a deed and related documents in connection with the purchase and sale of the Land (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 (such metes and bounds description to be agreed upon by the Buyer and the Corporation), 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, 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 \$7,500.00 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	[]	[]	[]	[]
Mary Ann Wiater	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Gregg Torrey	[]	[]	[]	[]
Pete Zelif	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.



Pyramid Brokerage Company
 370 Woodcliff Drive, Suite 210
 Fairport, NY 14450
 Tel +1 585 248 9426
 Fax +1 585 248 3981
 pyramidbrokerage.com

EXTENSION TO EXCLUSIVE LISTING AGREEMENT

The following will serve as an extension of the Exclusive Right to Sell/Exchange Vacant Land Listing Agreement between Pyramid Brokerage Company of Rochester, Inc. ("Broker") and Genesee Gateway Local Development Corporation ("Owner") Sell/Exchange Vacant Land the following properties ("Property"):

- 0 Assemblyman R. Stephen Hawley Drive, Tax ID #9-1-213
- 0 Assemblyman R. Stephen Hawley Drive, Tax ID #9-1-214
- 0 Assemblyman R. Stephen Hawley Drive, Tax ID #9-1-215
- 0 Assemblyman R. Stephen Hawley Drive, Tax ID #9-1-216.21
- 0 Assemblyman R. Stephen Hawley Drive, Tax ID #9-1-216.22
- 0 Assemblyman R. Stephen Hawley Drive, Tax ID #9-1-217
- 0 Assemblyman R. Stephen Hawley Drive, Tax ID #9-1-218

This extension shall extend through midnight of December 31, 2021.
 All other terms and conditions shall remain the same.

This Agreement may be executable in counterpart, each of which shall be an original, but all of which shall constitute one and the same instrument.

AGREED & ACCEPTED:

BROKER

Pyramid Brokerage Company of Rochester, Inc.

BY: _____
 John J. Manilla
 President

DATE: _____

ADDRESS:

370 Woodcliff Drive
 Fairport, NY 14450

PHONE NUMBER:
 (585) 248-9426

OWNER

Genesee Gateway Local Development Corporation

BY: _____
 _____ (Name)
 _____ (Title)

DATE: _____

ADDRESS:

99 MedTech Drive, Suite 106
 Batavia, NY 14020

PHONE NUMBER:
 (585) 419-8907

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