

**Genesee County Economic Development Center
Meeting Agenda**
Thursday, March 3, 2022
Location: Electronically

PAGE #

- 1.0 Call to Order 4:00 pm**
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.
- 1.1 Enter Executive Session 4:00 pm**
Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:
1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.
- 1.2 Enter Public Session 4:15pm**
- 2.0 Chairperson's Report & Activities 4:15pm**
2.1 Upcoming Meetings:
Next Scheduled Board Meeting: Thursday, March 24th at 4 p.m.
Audit & Finance Committee Meeting: Thursday, March 24th at 3 p.m.
STAMP Committee Meeting: Wednesday, March 23rd at 8:00 a.m.
Cancelled - Annual Meeting: March 25th
2.2 Agenda Additions / Deletions / Other Business ****Vote**
2.3 Minutes: February 3, 2022 ****Vote**
- 3.0 Report of Management – 4:20pm**
3.1 J & R Fancher Properties Holding, LLC - Initial Resolution ****Vote** - C. Suozzi
3.2 Gateway GS, - Authorizing Resolution ****Vote** – M. Masse
3.3 NY Green Board Appointment ****Vote** – M. Masse
3.4 Park Strategies – Legislative Update – J. Krencik / F. Hiffa
- 4.0 Audit & Finance Committee – M. Gray 4:30pm**
4.1 Investment Report ****Vote**
4.2 Procurement Report ****Vote**
4.3 STAMP Cost Per Acre ****Vote**
4.4 Park Strategies Contract ****Vote**
4.5 Purchase & Sale Agreement for Apple Tree Acres Property ****Vote**
- 5.0 Governance & Nominating Committee – C. Yunker 4:45pm**
5.1 Nothing at this time.
- 6.0 STAMP Committee – P. Zeliff 4:45pm**
6.1 ROW Easement Payment Approval ****Vote**
6.2 Part 182 Take Permit Proposal ****Vote**
6.3 Visualization Services ****Vote**
6.4 KTA IA Preparation for Substation ****Vote**
6.5 Limited Water Sampling Program ****Vote**
- 7.0 Employment & Compensation Committee – T. Bender 5:00pm**
7.1 Nothing at this time.
- 8.0 Housing Committee – P. Battaglia 5:00pm**
8.1 Nothing at this time.
- 9.0 Other Business 5:00pm**
9.1 Nothing at this time.
- 10.0 Adjournment 5:00pm**

2-7

8-16

17-24

25-26

27

28-57

58-59

60-69

70-77

78-81

82-87

88-91

92-95



**GCEDC Board Meeting
Thursday, February 3, 2022
Location: Electronically
4:00 PM**

GCEDC MINUTES

Attendance

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

1.0 Call to Order

P. Zeliff called the meeting to order at 4:03 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.

1.1 Enter Executive Session

T. Bender made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:03 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

The motion was seconded by M. Gray and approved by all members present.

1.2 Enter Public Session

T. Bender made a motion to enter back into public session at 4:31 p.m., seconded by P. Battaglia and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

- Next Scheduled Board Meeting: Thursday, March 3rd at 4:00 p.m.**
- Audit & Finance Committee Meeting: Tuesday, March 1st at 8:30 a.m.
- STAMP Committee Meeting: Wednesday, March 2nd at 8:00 a.m.
- Governance & Nominating Committee Meeting: Thursday, March 3rd at 3:00 p.m.

2.2 Agenda Additions / Deletions / Other Business – Nothing at this time.

2.3 Minutes: January 13, 2022.

Amended language to agenda item 6.5 from the January 13, 2022 minutes is as follows:

Phillips Lytle 2022 Services Agreement- *Phillips Lytle has prepared a supplement to their original engagement letter extending services through December 31, 2022 as it relates to Tech Team support for the off-site sewer permitting and wetland permitting, the wastewater treatment facility permitting, and force main installation as well as the new water main from Niagara County.*

Fund Commitment: *Not to exceed \$238,000 to be included in the \$8 million.*

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the Phillips Lytle supplement to their original engagement letter extending services through December 31, 2022 as presented, not to exceed \$238,000; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Absent	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

T. Bender made a motion to accept the minutes from January 13, 2022 with the above outlined amendment; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 Franklin Real Estate & Development – Final Resolution- Franklin Real Estate & Development is planning on building two 8-unit market rate apartment buildings in the town of Pembroke. Each 2-story building consists of 7 two-bedroom units and 1 one-bedroom unit and 7,725 sq. ft. Both buildings will total 15,460 sq. ft.

Two recent studies by LaBella Associates - the Genesee County Housing Needs Assessment - and The Rockefeller Institute of Government (SUNY's Think Tank) - Generating Growth in Genesee County - identify housing availability as Genesee County's biggest challenge to fully realize the value of the economic development strategy that is in-place and being implemented. LaBella Associates reported that 4,800 units are needed in the next 20 years across multiple sectors, including rental units and single-family homes.

The project is investing \$1.74 million.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$147,838) (standard 60% abatement over 10 years), a sales tax abatement (\$81,608), and a mortgage tax exemption (\$13,956).

A public hearing was held on February 1, 2022. No written or oral comments were received.

See the Statement of Compliance of Project Criteria listed in the Uniform Tax Exemption Policy (UTEP), attached to the minutes for additional Project details and Board approvals.

Resolution No. 02/2022 – 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON FEBRUARY 1, 2022, WITH RESPECT TO THE FRANKLIN REAL ESTATE AND DEVELOPMENT LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, (B) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF THE STATE OF NEW YORK; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

P. Battaglia made a motion to accept the Final Resolution #02/2022-01 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Yes	P. Zelff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.0 Audit & Finance Committee

4.1 D & O Insurance Renewal – 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 \$7,194 (\$3,597/entity) compared to the current policy. The current policy expires on 2/23/2022. The increase in premium is due to the recent claim, claim activity in the marketplace, and addition of the Water and Sewer Works Transportation Corporations. The cost of this policy would be split between GCEDC and GGLDC (\$9,093/entity). Each entity has included \$5,850 in their 2022 budget for this expense.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the D & O Insurance Renewal with Travelers as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.2 December 2021 Unaudited Financial Statements- L. Farrell reviewed the unaudited December 2021 financial statements and noted the following:

- Accounts payable is almost \$400,000 mostly related to STAMP activity. There will most likely be additional payables recorded for work completed through December 2021.
- Accrued expenses decreased significantly related to the NYS retirement payment remitted in December.
- Unrestricted cash has increased by about \$5 million since last year due to fee revenue and the land sale to Plug Power. We will be looking at strategic investments analysis for the GCEDC, just as we do for the GGLDC.
- The P&L shows a very solid financial position. Fee revenue is about \$3.5 million year to date. The budgeted amount was \$375,000.
- Other potential anticipated adjustments to the financial statements include increased accounts payable, grant reconciling and the GASB 68 audit adjustment related to deferred pension inflows and outflows.

The financial statements were reviewed in detail by the Committee and recommended for approval.

M. Gray made a motion to accept the December 2021 Unaudited Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

4.3 Gas Feasibility study to support LeRoy Food & Technology Park- The GCEDC currently owns the LeRoy Food & Technology Park in LeRoy. The GCEDC has inquired to RG&E several times regarding their ability to provide gas service to the potential tenants at the park. Their time estimate to provide that gas is currently five years at a significant capital cost. The GCEDC has had discussions with Alliance Energy who stated that they would be interested in installing a

private line to help support the park. The first step would be to complete a feasibility study. Attached is the proposal that DDS Companies provided to Alliance Energy to perform this work.

Fund commitment: \$6,500 to perform the scope of work as listed in the attached proposal from GCEDC operating funds.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the Gas Feasibility Study to DDS Engineering and Surveying, LLC not to exceed \$6,500 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

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 2021. This report will be posted to the website.

M. Masse stated that the Agency set a goal of capital investment commitment of \$35M for 2021. The actual result from projects was \$58M for 2021. If projects that exceed \$50M in capital investment were included (Plug Power), the total for the year is \$343 million. The Agency also pledged to create 90 jobs from projects in 2021. These projects resulted in 103 jobs pledged in 2021. If projects that exceed \$50M in capital investment were included (Plug Power), the total jobs pledged for the year is 171. M. Masse reviewed, in detail, all agency performance results relative to 2021 goals.

This was recommended for approval by the Committee.

P. Zelif 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:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

5.2 Mission Statement & 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.

M. Masse stated that the capital investment and job creation goals are based on an average of the last four years of actual pledged capital investment and job creation. Mega projects are removed from this average. M. Masse recommends that the Agency set a goal of capital investment commitment of \$45M for 2022, which does not include any Mega projects (over \$50M capital investment commitment). M. Masse also recommends the Agency set a job creation goal of 90 jobs from projects in 2022, which doesn't include any mega projects. The other suggested goals are over-arching goals that the entire staff can work towards achieving and are still consistent with the Agency's mission.

This was recommended for approval by the Committee.

P. Zeliff made a motion to approve the Mission Statement & Measurement Report as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Absent
T. Bender -	Yes	P. Zeliff -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.0 STAMP Committee – P. Zeliff

6.1 Nothing at this time.

7.0 Employment & Compensation – T. Bender

7.1 Nothing at this time.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time.

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, T. Bender made a motion to adjourn at 4:46 p.m., which was seconded by M. Clattenburg and passed unanimously.

*ms
2/24/22*

Customer Information

Potential Customer:	J&R Fancher Properties Holding, LLC	Opportunity Type:	Attraction
Proj. St. Address:		Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	//Pembroke	Type of Project:	Attraction
Proj. Description:	2022 Fancher Warehouse	New Jobs:	4
Total Capital Investment:	\$3,250,000	Retained Jobs:	
Incentive Amount:	\$610,243	School District:	Pembroke
Benefited Amount:	\$3,250,000	PILOT Applicable:	

Project Information

Organization:	GCEDC		
Opportunity Source:	Direct/Personal Contact	Date of Public Hearing:	tbd
Initial Acceptance Date:	2/3/2022 12:00:00 AM	Inducement Date:	
Opportunity Summary:	<p>J&R Fancher Properties Holding is planning on building a facility at Buffalo East Technology in the town of Pembroke on 3 acres. The facility will total 52,332 sq. ft. of which 45,000 sq.ft. pre-engineered steel warehouse building with 7,332 sq. ft. office.</p> <p>The project is investing \$3.25 million and planning on creating 4 FTE's.</p> <p>The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$433,243), a sales tax abatement (\$152,000), and a mortgage tax exemption (\$25,000).</p>		
Economic Impact:	<p>The Fiscal impacts (discounted value) on Local Benefits totals approximately \$4.5 million (\$4.1 million direct and indirect payroll and over \$300k to the public in tax revenues). See attached MRB Cost Benefit Calculator.</p> <p>Project details: For every \$1 of public benefit the company is investing \$9 into the local economy</p>		

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$3,000,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$0	Equipment (Taxable) / Other Proj Investment:	\$100,000
Land Cost (Real Estate):	\$150,000		
Total Capital Investment:	\$3,250,000		✓

Estimated Benefits Provided

Sales Tax Exempt:	\$152,000	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$25,000	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$433,243		
Total Estimated Tax Incentives Provided:	\$610,243		
Total Amount Finance:	\$2,500,000		
Mortgage Amount:	\$2,500,000	ESD-JDA:	
GCEDC RLF:	\$0	Other Name:	
City of Batavia:	\$0	Other Amount:	\$0
Chamber of Commerce:			
Total Amount Finance:	\$2,500,000		✓

MM
2/22

Genesee County Industrial Development Agency

MRB Cost Benefit Calculator



Date: January 12, 2022
 Project Title: J&R Fancher Properties Holding, LLC - Warehouse Project
 Project Location: Pembroke, NY

Economic Impacts

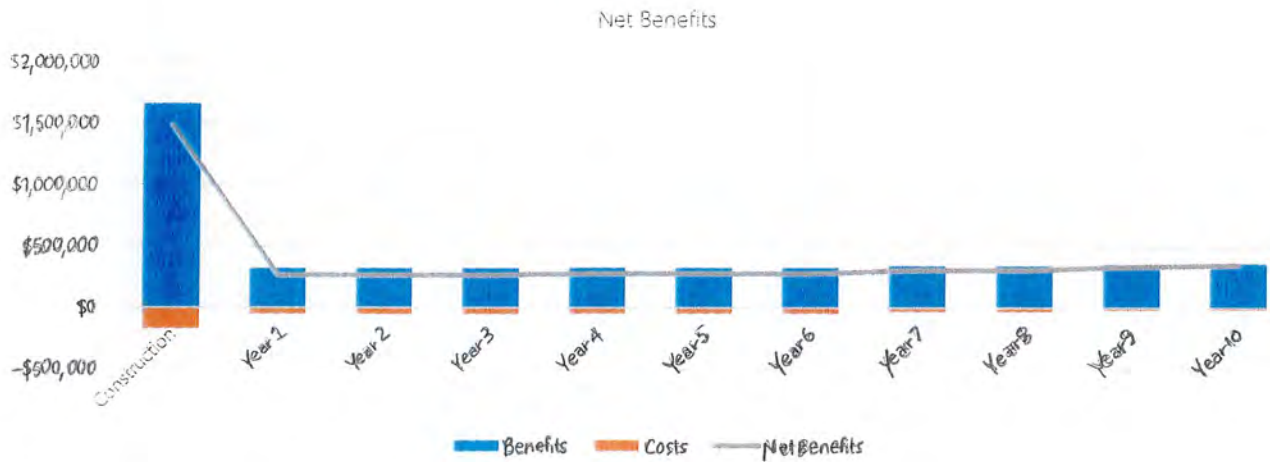
Summary of Economic Impacts over the Life of the PILOT

Project Total Investment
 \$3,250,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	16	5	21
Earnings	\$1,343,995	\$225,521	\$1,569,516
Local Spend	\$3,250,000	\$809,306	\$4,059,306

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	4	3	7
Earnings	\$2,000,000	\$865,821	\$2,865,821

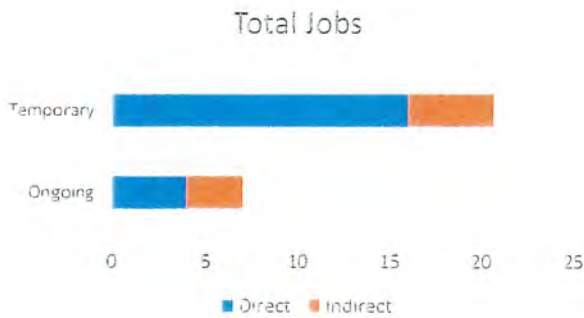
Figure 1



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

Figure 2

Figure 3



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$433,243 ✓	\$396,166
Sales Tax Exemption	\$152,000 ✓	\$152,000
Local Sales Tax Exemption	\$76,000	\$76,000
State Sales Tax Exemption	\$76,000	\$76,000
Mortgage Recording Tax Exemption	\$25,000 ✓	\$25,000
Local Mortgage Recording Tax Exemption	\$12,500	\$12,500
State Mortgage Recording Tax Exemption	\$12,500	\$12,500
Total Costs	\$610,243	\$573,166

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$4,791,073	\$4,457,423
To Private Individuals	\$4,435,337	\$4,143,764
Temporary Payroll	\$1,569,516	\$1,569,516
Ongoing Payroll	\$2,865,821	\$2,574,248
Other Payments to Private Individuals	\$0	\$0
To the Public	\$355,735	\$313,659
Increase in Property Tax Revenue	\$288,829	\$252,442
Temporary Jobs - Sales Tax Revenue	\$10,987	\$10,987
Ongoing Jobs - Sales Tax Revenue	\$20,061	\$18,020
Other Local Municipal Revenue	\$35,859	\$32,211
State Benefits	\$230,638	\$215,476
To the Public	\$230,638	\$215,476
Temporary Income Tax Revenue	\$70,628	\$70,628
Ongoing Income Tax Revenue	\$128,962	\$115,841
Temporary Jobs - Sales Tax Revenue	\$10,987	\$10,987
Ongoing Jobs - Sales Tax Revenue	\$20,061	\$18,020
Total Benefits to State & Region	\$5,021,710	\$4,672,899

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$4,457,423	\$484,666	9:1
State	\$215,476	\$88,500	2:1
Grand Total	\$4,672,899	\$573,166	8:1

*Discounted at 2%

Additional Comments from IDA

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

MM
2/24/22



Project Name: J&R Fancher Properties Holding, LLC (Warehouse)

Board Meeting Date: February 3, 2022

STATEMENT OF COMPLIANCE OF PROJECT CRITERIA LISTED IN UNIFORM TAX EXEMPTION POLICY (UTEP)

PROJECT DESCRIPTION:

J&R Fancher Properties Holding is planning on building a facility at Buffalo East Technology in the town of Pembroke on 3 acres. The facility will total 52,332 sq. ft. of which 45,000 sq.ft. pre-engineered steel warehouse building with 7,332 sq. ft. office.

The project is investing \$3.25 million and planning on creating 4 FTE's.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$433,243), a sales tax abatement (\$152,000), and a mortgage tax exemption (\$25,000).

Criteria #1 – The Project pledges to create and/or retain quality, good paying jobs in Genesee County.

Project details: The project will create 4 FTE's direct jobs.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #2- Completion of the Project will enhance the long -term tax base and/or make a significant capital investment.

Project details: The project will enhance long term tax base with an investment of \$3,250,000 and build a 52,332 sq. ft. facility.

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #3- The Project will contribute towards creating a "livable community" by providing a valuable product or service that is underserved in Genesee County.

Project details: N/A

Board Discussion:

Board Concurrence: YES NO If no, state justification:

Criteria #4: The Board will review the Agency's Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation will include the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.

The Fiscal impacts (discounted value) on Local Benefits totals approximately \$4.5 million (\$4.1 million direct and indirect payroll and over \$300k to the public in tax revenues). See attached MRB Cost Benefit Calculator.

Project details: For every \$1 of public benefit the company is investing \$9 into the local economy

Board Discussion

Board Concurrence: YES NO If no, state justification:

Criteria #5: The Project is included in one of the Agency's strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

Project details: N/A

Board Discussion:

Criteria #6: The Project will give a reasonable estimated timeline for the completion of the proposed project.

Project details: The project is planning to begin construction in Spring of 2022 and be operational by Winter 2022.

Board Discussion

Board Concurrence: YES NO If no, state justification:

MAN
2/22/22

INITIAL RESOLUTION
(J&R Fancher Property Holdings, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 3, 2022.

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

Resolution No. 03/2022 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION OF J&R FANCHER PROPERTY HOLDINGS, LLC WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED BELOW, THE "PROJECT"), (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **J&R FANCHER PROPERTY HOLDINGS, LLC**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at Allegheny Road, Town of Pembroke, Genesee County, New York (the "Land", being more particularly identified as a portion of tax parcel No. 19.-1-74); (ii) the planning, design, construction and operation of an approximately 52,332 square-foot building, consisting principally of approximately 45,000 square-feet of pre-engineered steel warehouse space and approximately 7,332 square-feet of attached office space, along with various infrastructure, curbing, roadways, parking, landscaping and other improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, pursuant to Article 18-A of the Act, the Agency desires to adopt a resolution describing the Project and the Financial Assistance (as defined below) that the Agency is contemplating with respect to the Project; and

WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (iii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents, (iv) take a leasehold interest in the Land, the Improvements, the Equipment and the personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (v) provide Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Facility, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance").

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. The Company has presented an Application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that:

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

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project; and

(C) The Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing employment opportunities in Genesee County, New York, and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a facility or a commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

Section 2. The Agency is hereby authorized to conduct a public hearing in compliance with the Act.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION
(J&R Fancher Property Holdings, LLC Project)

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

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on March 3, 2022, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2022.

Secretary

may 2/21/21

Customer Information

Potential Customer:	Gateway GS, LLC	Opportunity Type:	Tax Incentive Lease
Proj. St. Address:	8003 Call Parkway	Opportunity Product:	Property Sales & Mortgage Recording Taxes Only
City/Town/Village:	Town of Batavia//Batavia	Type of Project:	Attraction
Proj. Description:	2021 Phase III Buildout	New Jobs:	21
Total Capital Investment:	\$2,966,000	Retained Jobs:	
Incentive Amount:	\$479,818	School District:	Elba
Benefited Amount:	\$2,966,000	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

Project Information

Organization:	GCEDC
Opportunity Source:	3rd Party Professional Date of Public Hearing:
Initial Acceptance Date:	7/1/2021 Inducement Date:

Opportunity Summary: Gateway GS LLC (Gallina Development) is proposing to build out a third building at the GCEDC's Gateway II Corporate Park in the town of Batavia. Facility will be 27,000 SF and will be completed in 2022 for a single logistics-distribution tenant.

The project is investing \$2.97 million and is pledging to create 21 FTE's with an average salary of \$42,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement (\$311,178), a sales tax abatement (\$140,640), and a mortgage tax exemption (\$28,000).

Economic Impact: The project is investing \$28 into the local economy for every \$1 of public benefit requested.

Project Detail (Total Capital Investment)

Building Cost (Construction):	\$2,660,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$0	Equipment (Taxable) / Other Proj Investment:	\$162,000
Land Cost (Real Estate):	\$144,000		
Total Capital Investment:	\$2,966,000		

Estimated Benefits Provided

Sales Tax Exempt:	\$140,640	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$28,000	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$311,178		
Total Estimated Tax Incentives Provided:	\$479,818		

only 2/27/22



Project Name: Gateway GS, LLC (#3)

Board Meeting Date: March 3, 2022

STATEMENT OF COMPLIANCE OF PROJECT CRITERIA LISTED IN UNIFORM TAX EXEMPTION POLICY (UTEP)

PROJECT DESCRIPTION:

Gateway GS LLC (Gallina Development) is proposing to build out a third building at the GCEDC's Gateway II Corporate Park in the town of Batavia. Facility will be 33,600 SF and will be completed in 2022 for a single logistics-distribution tenant.

The project is investing \$ 2.97 million and is pledging to create 21 FTE's with an average salary of \$42,000 annually plus benefits.

The project is seeking assistance from the GCEDC in the form of a property tax abatement \$ 311,178, a sales tax abatement 140,640, and a mortgage tax exemption ~~\$26,600~~ \$28,000.

The project's mortgage tax has increased from \$2.66 million to \$2.8 million and the resulting mortgage tax exemption has changed.

The Uniform Tax Exemption Policy (UTEP) was voted on previously at the January 13, 2022 GCEDC Board Meeting. For the project scope expansion, there are no changes to the criteria. As such, the Board only voted on the supplemental resolution at this time.

Criteria #1 – The Project pledges to create and/or retain quality, good paying jobs in Genesee County.

Project details: The project will create 21 FTE's with an average salary of \$42,000 annually + benefits

Board Discussion: None.

P. Battaglia made a motion to concur with Criteria #1; the motion was seconded by T. Bender.

Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
A. Vanderhoof -	Absent		

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

Criteria #2- Completion of the Project will enhance the long -term tax base and/or make a significant capital investment.

Project details: The project will enhance long term tax base with an investment of \$ 2,966,000 and build a 33,600 SF facility.

Board Discussion: None.

P. Battaglia made a motion to concur with Criteria #2; the motion was seconded by C. Yunker.

Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Abstain
T. Bender -	Absent	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Yes
C. Kemp -	Absent		

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

Criteria #3- The Project will contribute towards creating a "livable community" by providing a valuable product or service that is underserved in Genesee County.

Project details: N/A

Board Discussion: None.

Criteria #4: The Board will review the Agency's Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation will include the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.

Board Discussion: None.

T. Bender made a motion to concur with Criteria #4; the motion was seconded by M. Clattenburg.

Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
M. Clattenburg -	Yes	M. Gray -	Absent
A. Vanderhoof -	Absent		

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

Criteria #5: The Project is included in one of the Agency's strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

Project details: N/A

Board Discussion: None.

Criteria #6: The Project will give a reasonable estimated timeline for the completion of the proposed project.

Project details: The project is planning to begin construction in Fall of 2021 and be operational by end of 2022.

Board Discussion: None.

C. Yunker made a motion to concur with Criteria #6; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Battaglia - Yes

T. Bender - Yes

M. Clattenburg - Yes

A. Vanderhoof - Absent

C. Yunker - Yes

P. Zelif - Yes

M. Gray - Absent

The item was approved as presented.

Board Concurrence: YES NO If no, state justification:

MSM
2/2/22

AUTHORIZING RESOLUTION

(Gateway GS, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, March 3, 2022.

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

Resolution No. 03/2022 - ____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) AUTHORIZING AN INCREASE IN THE FINANCIAL ASSISTANCE (AS DESCRIBED BELOW) TO BE PROVIDED BY THE AGENCY TO THE COMPANY, (ii) RATIFYING AND CONFIRMING THE FINDINGS OF THE AGENCY MADE IN THE RESOLUTIONS PREVIOUSLY ADOPTED BY THE AGENCY ON JULY 1, 2021, AUGUST 5, 2021 AND JANUARY 13, 2022, AND (iii) IF NECESSARY, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, pursuant to resolutions adopted on July 1, 2021 (the "Initial Resolution") and August 5, 2021 (the "Final Resolution"), the Agency authorized certain Financial Assistance (as defined in the Final Resolution) with respect to a certain project (the "Project") to be undertaken by **GATEWAY GS, LLC** (the "Company"), as agent of the Agency, consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain real property located at 8003 Call Parkway, Town of Batavia, Genesee County, New York (the "Land"); (ii) the planning, design, construction and equipping upon the Land of an approximately 27,000 square foot warehouse/distribution center for a single logistics-distribution tenant, together with related infrastructure improvements, curbing, roadways, parking, landscaping and other improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in connection with the Project, the Agency and the Company entered into certain documents consisting of: (i) a certain Project Agreement, dated as of September 29, 2021 (the "Project Agreement"), (ii) a certain Lease Agreement, dated as of September 1, 2021, a

memorandum of which was recorded with the Genesee County Clerk's Office on October 4, 2021 as Instrument Number DE2021-1549 (the "Lease Agreement"), (iii) a certain Leaseback Agreement, dated as of September 1, 2021, a memorandum of which was recorded with the Genesee County Clerk's Office on October 4, 2021 as Instrument Number DE2021-1550 (the "Leaseback Agreement"), (iv) a certain Tax Agreement, dated as of September 1, 2021 (the "Tax Agreement"), (v) a certain Environmental Compliance and Indemnification Agreement, dated as of September 1, 2021 (the "Environmental Compliance Agreement") and (vi) related documents (collectively, the "Agency Documents"); and

WHEREAS, pursuant to a certain resolution adopted on January 13, 2022 (the "Authorizing Resolution"), the Agency authorized the increase in certain Financial Assistance; and

WHEREAS, the Company informed the Agency that the maximum principal mortgage amount necessary to undertake the Project has increased to **\$2,800,000.00** (such amount being an increase of \$140,000.00 from the previous increase authorized by the Agency by resolution dated January 13, 2022), which will result in an exemption from mortgage recording taxes imposed on the financing related to the Project of **\$28,000.00** (such amount being an increase of \$1,400.00 from the previous increase authorized by the Agency by resolution dated January 13, 2022); and

WHEREAS, the Agency desires to adopt a resolution authorizing the Company to execute, deliver and record a mortgage and related documents in the maximum principal amount not to exceed **\$2,800,000.00**, which will result in an exemption from mortgage recording taxes of **\$28,000.00**, (ii) ratifying and confirming the findings made by the Agency in the Initial Resolution, the Final Resolution and the Authorizing Resolution adopted, and (iii) if necessary, authorizing the execution and delivery of related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record a mortgage, securing an aggregate principal amount of up to **\$2,800,000.00**, and any security agreement UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") to assist with the undertaking of the Project, the acquisition of the Facility and/or the finance or re-finance the Facility or equipment and other personal property and related transactional costs; and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 2. Unless amended by the terms hereof, Agency hereby ratifies, confirms and reaffirms the findings made in the Initial Resolution, the Final Resolution and the Authorizing Resolution and hereby re-approves the Project, as amended, and the Financial Assistance.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately upon adoption.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION

(Gateway GS, LLC Project)

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.:

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on March 3, 2022, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ___ day of _____, 2022.

Secretary

Mark Masse
GCEDC Board Meeting
March 3, 2022

NY Green Board appointment

Discussion: Discussion item: The GCEDC Board is required to pass a resolution that designates an individual from the GCEDC to serve as a standing member to the NY Green Board of Directors as stated in the NY Green By-Laws as follows:

- a. **Standing Members** – The Board shall include three (3) members representing local conservation, municipal, and development interests. The Standing Members shall consist of one individual representative from each of the following: the Genesee County Soil and Water Conservation District, Town of Batavia, and Genesee County Economic Development Center. The Chair/President/Director of the organizations with standing membership on the Board may appoint in writing a delegated representative. Each standing member shall annually certify their selected representative on the Board. Standing members shall have a permanent position on the Board, with representatives changing upon formal action by the respective agencies or organizations they represent.

The NY Green Board has requested that the GCEDC pass another resolution designating the representative from the GCEDC to serve on their Board of Directors in connection with a Resiliency Grant that was received from NYS DOS. See that attached resolution.

Fund commitment: None.

Committee action request: Recommend approval of the attached resolution appointing the GCEDC's Senior VP of Operations to the NY Green Board of Directors as the GCEDC's representative.

BOARD RESOLUTION IN SUPPORT OF NEW YORK GREEN

BOARD RESOLUTION

At the meeting of the Board of Directors of the Genesee County Economic Development Center on March 3, 2022, the following resolution was proposed and approved by the board:

Resolved:

WHEREAS the mission of the Genesee County Economic Development Center is mission is to be the driving force in fostering community economic success by providing comprehensive support, technical assistance and access to financial resources to businesses thereby enabling growth, expansion and retention of our existing business base and to market our community as "business friendly" facilitating new business attraction in order to build a sustainable long-term economy;

WHEREAS New York Green, Inc. (NYG), a nonprofit organization with a mission to facilitate informed and creative land use decisions to stimulate economic vitality and protect our natural environment, supports the mission of the Genesee County Economic Development Center;

That the Genesee County Economic Development Center Board is in full support of designating an individual representative to serve as a standing member to the NYG Board of Directors as stated in NYG Bylaws adopted by NYG Board of Directors July 16, 2012. The GCEDC Board appoints the Senior VP of Operations to the NY Green Board as its representative.

Signed:

(President) or (Chairman)

Genesee County Economic Development Center (GCEDC)

Annual Investment Report

For the year ended December 31, 2021

Purpose of the Report:

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

Bank	Type	Account Description	12/31/21 G/L Balance	12/31/21 Bank Balance	Interest Rate
Five Star Bank	Checking	GCEDC Primary Checking	\$59,934.70	\$94,865.26	0.15%
Five Star Bank	Checking	GCEDC - BP2	\$12,182.79	\$12,182.79	0.15%
Five Star Bank	Savings	GCEDC Primary Savings	\$7,898,004.42	\$7,898,004.42	0.15%
Five Star Bank	Checking	GCEDC - GAIN LOAN Fund	\$165,529.59	\$165,529.59	0.15%
Bank of Castile	Savings	GCEDC - RLF#2	\$0.00	\$0.00	0.02%
Bank of Castile	Savings	GCEDC Investment	\$331,085.91	\$331,085.91	0.07%
Bank of Castile	Checking	GCEDC STAMP - Imprest Account \$8M	\$987,415.55	\$987,415.55	0.07%
KeyBank	Checking	GCEDC STAMP - Imprest Account \$33M	\$10,351,245.09	\$10,353,220.09	0.01%
KeyBank	Checking	GCEDC STAMP	\$1,004.47	\$1,004.47	0.00%

As of December 31, 2021, cash balances were fully collateralized. The funds currently on deposit with The Bank of Castile and Five Star Bank are secured by investments held with Tompkins Financial Advisors and M&T Bank, respectively. The funds currently on deposit with KeyBank are secured by KeyBank's pledge pool held by Bank of New York. The GCEDC generated \$8,746 of interest income for the period January 1, 2021 through December 31, 2021.

* No fees or commissions were paid.

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

Procurement Information:

Question	Response	URL (if Applicable)
1. Does the Authority have procurement guidelines?	Yes	http://www.gcedc.com/news/about-and-mission/gcedc-reports
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?	Yes	
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	

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

Procurement Transactions Listing:

1.	Vendor Name	Batavia Development Corp	Address Line1	1 Batavia City Centre
	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	\$25,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Economic Development Partner Fee - Ellicott Station

2.	Vendor Name	Black & Veatch	Address Line1	11401 Lamar Ave
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	OVERLAND PARK
	Award Date	6/6/2019	State	KS
	End Date		Postal Code	66211
	Fair Market Value	\$1,430,636.00	Plus 4	
	Amount	\$1,430,363.00	Province/Region	
	Amount Expended For Fiscal Year	\$419,844.11	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Substation & Transmission Line Engineering

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

3.	Vendor Name	CC Environment & Planning	Address Line1	23 Jackson Street
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	3/8/2019	State	NY
	End Date		Postal Code	14020
	Fair Market Value	\$35,457.00	Plus 4	
	Amount	\$35,457.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$9,377.36	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Site Development Environmental Services & Support

4.	Vendor Name	CC Environment & Planning	Address Line1	23 Jackson Street
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	10/7/2021	State	NY
	End Date		Postal Code	14020
	Fair Market Value	\$22,600.00	Plus 4	
	Amount	\$22,600.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$3,390.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Land Management 5 Year Plan Update



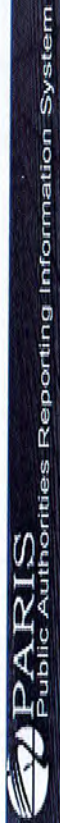
Procurement Report for Genesee County Industrial Development Agency
 Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

5.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	3/8/2019	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$1,350,000.00	Plus 4	
	Amount	\$1,350,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$416,261.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Onsite Wastewater Treatment Facility Design & Permitting.

6.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	9/5/2019	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$900,000.00	Plus 4	
	Amount	\$900,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$193,534.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Engineering Services for Design & Permitting of 6 MGD Big Water System

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

7. Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
Award Date	3/25/2021	State	NY
End Date		Postal Code	14604
Fair Market Value	\$560,000.00	Plus 4	
Amount	\$560,000.00	Province/Region	United States
Amount Expended For Fiscal Year	\$51,040.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Engineering Services Related to Construction of Force Main

8. Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
Award Date	10/6/2017	State	NY
End Date		Postal Code	14604
Fair Market Value	\$275,000.00	Plus 4	
Amount	\$275,000.00	Province/Region	United States
Amount Expended For Fiscal Year	\$48,850.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Offsite Water - Pembroke Line

32

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

9.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	3/25/2021	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$75,000.00	Plus 4	
	Amount	\$75,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$10,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Engineering Services Related to Crosby Road Reconstruction and Onsite Water

10.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	10/1/2020	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$23,700.00	Plus 4	
	Amount	\$23,700.00	Province/Region	
	Amount Expended For Fiscal Year	\$2,300.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Engineering Services Related to Relocation of Stormwater Pond at ATA

33

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

11. Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
Award Date	12/3/2020	State	NY
End Date		Postal Code	14604
Fair Market Value	\$22,000.00	Plus 4	
Amount	\$22,000.00	Province/Region	United States
Amount Expended For Fiscal Year	\$22,000.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Engineering Services Related to Bidding of Wastewater Force Main

12. Vendor Name	Erie County Industrial Development Agency	Address Line1	95 Perry Street
Type of Procurement	Technology - Consulting/Development or Support	Address Line2	Suite 103
Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
Award Date	2/6/2020	State	NY
End Date	12/31/2020	Postal Code	14203
Fair Market Value	\$8,500.00	Plus 4	
Amount	\$8,500.00	Province/Region	United States
Amount Expended For Fiscal Year	\$510.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Information Technology Support Services - 2020

34

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

13. Vendor Name	Erie County Industrial Development Agency	Address Line1	95 Perry Street
Type of Procurement	Technology - Consulting/Development or Support	Address Line2	Suite 103
Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
Award Date	1/7/2021	State	NY
End Date	12/31/2021	Postal Code	14203
Fair Market Value	\$8,500.00	Plus 4	
Amount	\$8,500.00	Province/Region	United States
Amount Expended For Fiscal Year	\$7,100.32	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Information Technology Support Services - 2021

14. Vendor Name	G. Devincintis & Son Construction	Address Line1	7 Belden Street
Type of Procurement	Design and Construction/Maintenance	Address Line2	
Award Process	Authority Contract - Competitive Bid	City	BINGHAMTON
Award Date	3/25/2021	State	NY
End Date		Postal Code	13903
Fair Market Value		Plus 4	
Amount	\$9,777,000.00	Province/Region	United States
Amount Expended For Fiscal Year	\$1,411,196.95	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Construction of Force Main Contract A

35

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

15.	Vendor Name	Genesee Gateway Local Development Corp.	Address Line1	99 MedTech Drive
	Type of Procurement	Other	Address Line2	Suite 106
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	1/1/2022	State	NY
	End Date		Postal Code	14020
	Fair Market Value	\$18,955.56	Plus 4	
	Amount	\$18,955.56	Province/Region	United States
	Amount Expended For Fiscal Year	\$1,579.63	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Rent 2022

16.	Vendor Name	Genesee Gateway Local Development Corp.	Address Line1	99 MedTech Drive
	Type of Procurement	Other	Address Line2	Suite 106
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	1/1/2021	State	NY
	End Date		Postal Code	14020
	Fair Market Value	\$18,577.92	Plus 4	
	Amount	\$18,577.92	Province/Region	United States
	Amount Expended For Fiscal Year	\$18,577.92	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Rent 2021

36



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

17.	Vendor Name	Global Asset Positioning	Address Line1	310 Mills Avenue
	Type of Procurement	Consulting Services	Address Line2	Suite 103
	Award Process	Authority Contract - Non-Competitive Bid	City	GREENVILLE
	Award Date	7/2/2020	State	SC
	End Date		Postal Code	29605
	Fair Market Value	\$55,000.00	Plus 4	
	Amount	\$55,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$7,500.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Site Benchmarking Study

18.	Vendor Name	Greater Rochester Enterprise	Address Line1	100 Chestnut Street
	Type of Procurement	Other	Address Line2	Suite 1910
	Award Process	Non Contract Procurement/Purchase Order	City	ROCHESTER
	Award Date		State	NY
	End Date		Postal Code	14604
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$50,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Sales & Marketing Services; Membership Dues

4.2

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

19.	Vendor Name	Harris Beach	Address Line1	99 Gamsey 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	
	Amount Expended For Fiscal Year	\$20,701.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Misc Legal Services

20.	Vendor Name	Highlander Construction	Address Line1	5774 Kester Road
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	MEMPHIS
	Award Date	5/6/2021	State	NY
	End Date		Postal Code	13112
	Fair Market Value		Plus 4	
	Amount	\$2,600,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$645,333.89	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Construction of Force Main Contract B

38

4.2

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
Status: UNSUBMITTED
Certified Date : N/A

21.	Vendor Name	Invest Buffalo Niagara	Address Line1	257 West Genesee Street
	Type of Procurement	Other	Address Line2	Suite 600
	Award Process	Non Contract Procurement/Purchase Order	City	BUFFALO
	Award Date		State	NY
	End Date		Postal Code	14202
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$25,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Membership Dues

22.	Vendor Name	Iroquois National Wildlife	Address Line1	1101 Casey Road
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BASOM
	Award Date	8/5/2021	State	NY
	End Date		Postal Code	14013
	Fair Market Value		Plus 4	
	Amount	\$15,730.00	Province/Region	
	Amount Expended For Fiscal Year	\$15,730.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Rent Payment for Force Main through Refuge

Procurement Report for Genesee County Industrial Development Agency

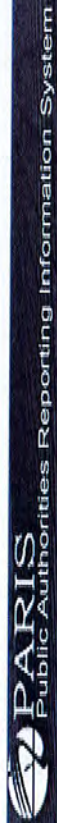
Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

23. Vendor Name	KTA Preservation Specialists	Address Line1	422 Parker Avenue
Type of Procurement	Consulting Services	Address Line2	
Award Process	Authority Contract - Competitive Bid	City	BUFFALO
Award Date	5/6/2021	State	NY
End Date		Postal Code	14216
Fair Market Value		Plus 4	
Amount	\$7,200.00	Province/Region	
Amount Expended For Fiscal Year	\$7,200.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Preparation of Two Cultural Resource Screening Reports

24. Vendor Name	Kelly Services	Address Line1	PO Box 820405
Type of Procurement	Staffing Services	Address Line2	
Award Process	Non Contract Procurement/Purchase Order	City	PHILADELPHIA
Award Date		State	PA
End Date		Postal Code	19182
Fair Market Value		Plus 4	
Amount		Province/Region	
Amount Expended For Fiscal Year	\$7,552.93	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Temporary Employment Services & Mileage Reimbursement

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

25. Vendor Name	Level 3 Communications		Address Line1	PO Box 910182
Type of Procurement	Telecommunication Equipment or Services		Address Line2	
Award Process	Authority Contract - Non-Competitive Bid		City	DENVER
Award Date	12/10/2020		State	CO
End Date	12/10/2022		Postal Code	80291
Fair Market Value			Plus 4	
Amount	\$10,785.36		Province/Region	United States
Amount Expended For Fiscal Year	\$4,813.62		Country	United States
Explain why the Fair Market Value is Less than the Amount			Procurement Description	Office Phones & Internet

26. Vendor Name	Level 3 Communications		Address Line1	PO Box 910182
Type of Procurement	Telecommunication Equipment or Services		Address Line2	
Award Process	Authority Contract - Non-Competitive Bid		City	DENVER
Award Date	9/23/2021		State	CO
End Date	9/23/2023		Postal Code	80291
Fair Market Value			Plus 4	
Amount	\$2,400.00		Province/Region	United States
Amount Expended For Fiscal Year	\$326.87		Country	United States
Explain why the Fair Market Value is Less than the Amount			Procurement Description	VOIP

41

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

27.	Vendor Name	Loewke Brill	Address Line1	491 Elmgrove Rd
	Type of Procurement	Consulting Services	Address Line2	Suite 2
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	7/1/2021	State	NY
	End Date		Postal Code	14606
	Fair Market Value	\$25,610.00	Plus 4	
	Amount	\$25,610.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$3,280.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Local Labor Reporting - Plug Power

28.	Vendor Name	Loewke Brill	Address Line1	491 Elmgrove Rd
	Type of Procurement	Consulting Services	Address Line2	Suite 2
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	7/1/2021	State	NY
	End Date		Postal Code	14606
	Fair Market Value	\$17,390.00	Plus 4	
	Amount	\$17,390.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$1,250.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Local Labor Reporting - Ellicott Station

42



Procurement Report for Genesee County Industrial Development Agency
 Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

29.	Vendor Name	Loewke Brill	Address Line1	491 Elmgrove Rd
	Type of Procurement	Consulting Services	Address Line2	Suite 2
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	9/9/2021	State	NY
	End Date		Postal Code	14606
	Fair Market Value	\$11,910.00	Plus 4	
	Amount	\$11,910.00	Province/Region	
	Amount Expended For Fiscal Year	\$2,320.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Local Labor Reporting - Land Pro

30.	Vendor Name	Loewke Brill	Address Line1	491 Elmgrove Rd
	Type of Procurement	Consulting Services	Address Line2	Suite 2
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	9/9/2021	State	NY
	End Date		Postal Code	14606
	Fair Market Value	\$7,775.00	Plus 4	
	Amount	\$7,775.00	Province/Region	
	Amount Expended For Fiscal Year	\$950.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Local Labor Reporting - Liberty Pumps

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

31. Vendor Name	Morsch Pipeline Inc.	Address Line1	3929 South Avon Road
Type of Procurement	Design and Construction/Maintenance	Address Line2	
Award Process	Authority Contract - Competitive Bid	City	AVON
Award Date	3/26/2020	State	NY
End Date		Postal Code	14414
Fair Market Value		Plus 4	
Amount	\$2,220,743.00	Province/Region	United States
Amount Expended For Fiscal Year	\$990,461.33	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Offsite Water Main Construction - Pembroke Line

32. 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	10/29/2020	State	NY
End Date	12/31/2021	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 the 2020 Financial Statements

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
Status: UNSUBMITTED
Certified Date : N/A

33.	Vendor Name	NYS & Local Employees Retirement	Address Line1	110 State Street
	Type of Procurement	Other	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	ALBANY
	Award Date		State	NY
	End Date		Postal Code	12244
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$114,226.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Retirement

34.	Vendor Name	National Grid	Address Line1	300 Erie Blvd West
	Type of Procurement	Other	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	SYRACUSE
	Award Date		State	NY
	End Date		Postal Code	13202
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$4,988.53	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Electric Services

4.2

45

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

35. Vendor Name	National Grid	Address Line1	P.O. BOX 29805
Type of Procurement	Design and Construction/Maintenance	Address Line2	
Award Process	Authority Contract - Non-Competitive Bid	City	NEW YORK
Award Date	10/29/2020	State	NY
End Date		Postal Code	10087
Fair Market Value	\$5,129,000.00	Plus 4	
Amount	\$5,129,000.00	Province/Region	United States
Amount Expended For Fiscal Year	\$3,100,000.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	CRA National Grid Power Line Re-Route

36. Vendor Name	Niagara County Water District	Address Line1	5450 Ernest Road
Type of Procurement	Consulting Services	Address Line2	PO Box 315
Award Process	Authority Contract - Non-Competitive Bid	City	LOCKPORT
Award Date	4/26/2019	State	NY
End Date		Postal Code	14095
Fair Market Value		Plus 4	
Amount	\$3,034,102.00	Province/Region	United States
Amount Expended For Fiscal Year	\$111,795.12	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Engineering & Legal Services; Includes 10/29/20 & 12/3/20 Contract Amendments

46

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

37.	Vendor Name	Park Strategies LLC	Address Line1	101 Park Avenue
	Type of Procurement	Other Professional Services	Address Line2	Suite 2506
	Award Process	Authority Contract - Non-Competitive Bid	City	NEW YORK
	Award Date	3/5/2020	State	NY
	End Date	3/31/2021	Postal Code	10178
	Fair Market Value	\$18,000.00	Plus 4	
	Amount	\$18,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$4,500.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Government Relations Services (4/1/20 - 3/31/21)

38.	Vendor Name	Park Strategies LLC	Address Line1	101 Park Avenue
	Type of Procurement	Other Professional Services	Address Line2	Suite 2506
	Award Process	Authority Contract - Non-Competitive Bid	City	NEW YORK
	Award Date	3/4/2021	State	NY
	End Date	3/31/2022	Postal Code	10178
	Fair Market Value	\$18,000.00	Plus 4	
	Amount	\$18,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$13,500.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Government Relations Services (4/1/21 - 3/31/22)

47



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

39.	Vendor Name	Phillips Lytle LLP	Address Line1	101 Park Avenue
	Type of Procurement	Other	Address Line2	Suite 2506
	Award Process	Non Contract Procurement/Purchase Order	City	NEW YORK
	Award Date		State	NY
	End Date		Postal Code	10178
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$66,472.60	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Property Acquisition - 805 Lewiston Road

40.	Vendor Name	Phillips Lytle LLP	Address Line1	125 Main Street
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	2/4/2021	State	NY
	End Date		Postal Code	14203
	Fair Market Value		Plus 4	
	Amount	\$185,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$176,234.50	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Main Substation; Includes 7/1/21 Contract Amendment

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
Status: UNSUBMITTED
Certified Date : N/A

41.	Vendor Name	Phillips Lytle LLP	Address Line1	125 Main Street
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	7/1/2021	State	NY
	End Date	12/31/2021	Postal Code	14203
	Fair Market Value	\$110,000.00	Plus 4	
	Amount	\$110,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$107,051.48	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Tech Team Support for Various Review & Approval Processes

42.	Vendor Name	Phillips Lytle LLP	Address Line1	125 Main Street
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	7/1/2021	State	NY
	End Date		Postal Code	14203
	Fair Market Value		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	STAMP: D&O Insurance Policy Deductible



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

43. Vendor Name	Selective Insurance	Address Line1	PO Box 371468
Type of Procurement	Other	Address Line2	
Award Process	Authority Contract - Competitive Bid	City	PITTSBURGH
Award Date	2/4/2021	State	PA
End Date	12/31/2021	Postal Code	15250
Fair Market Value		Plus 4	
Amount	\$19,973.99	Province/Region	United States
Amount Expended For Fiscal Year	\$19,973.99	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Business Insurance

44. Vendor Name	Thurston, Casale & Ryan	Address Line1	1080 State Fair Blvd
Type of Procurement	Consulting Services	Address Line2	
Award Process	Authority Contract - Competitive Bid	City	SYRACUSE
Award Date	6/3/2021	State	NY
End Date		Postal Code	13209
Fair Market Value		Plus 4	
Amount	\$35,000.00	Province/Region	United States
Amount Expended For Fiscal Year	\$35,000.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Appraisal Contract for ROW through USEFW Refuge

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

45.	Vendor Name	Town of Alabama	Address Line1	2218 Judge Road
	Type of Procurement	Other	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	OAKFIELD
	Award Date		State	NY
	End Date		Postal Code	14125
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$670.70	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Reimbursement of Public Hearing Fees

46.	Vendor Name	Town of Alabama	Address Line1	2218 Judge Road
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	OAKFIELD
	Award Date	12/8/2015	State	NY
	End Date		Postal Code	14125
	Fair Market Value	\$247,000.00	Plus 4	
	Amount	\$247,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$4,967.78	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Reimbursement for costs related to STAMP

51

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

47.	Vendor Name	Town of Alabama	Address Line1	2218 Judge Road
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	OAKFIELD
	Award Date	2/2/2017	State	NY
	End Date		Postal Code	14125
	Fair Market Value	\$148,000.00	Plus 4	
	Amount	\$148,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$5,269.72	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Reimbursement for Costs Related to STAMP

48.	Vendor Name	Town of Alabama	Address Line1	2218 Judge Road
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	OAKFIELD
	Award Date	9/8/2017	State	NY
	End Date		Postal Code	14125
	Fair Market Value		Plus 4	
	Amount	\$104,594.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$104,594.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Payment Pursuant to Incentive Zoning Agreement & First Amendment

52



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

49.	Vendor Name	Town of Alabama	Address Line1	2218 Judge Road
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	OAKFIELD
	Award Date	1/10/2019	State	NY
	Fair Market Value	\$96,750.00	Postal Code	14125
	Amount	\$96,750.00	Plus 4	
	Amount Expended For Fiscal Year	\$15,000.00	Province/Region	United States
	Explain why the Fair Market Value is Less than the Amount		Country	United States
			Procurement Description	Reimbursement for costs related to STAMP

50.	Vendor Name	Travelers	Address Line1	P.O. Box 660317
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	DALLAS
	Award Date	2/4/2021	State	TX
	End Date	2/23/2022	Postal Code	75266
	Fair Market Value	\$5,496.00	Plus 4	
	Amount	\$5,496.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$5,496.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	D&O Insurance

4.2



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

51.	Vendor Name	Travelers		Address Line1	P.O. Box 660317
	Type of Procurement	Other		Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid		City	DALLAS
	Award Date	5/21/2021		State	TX
	End Date	5/21/2022		Postal Code	75266
	Fair Market Value	\$657.00		Plus 4	
	Amount	\$657.00		Province/Region	United States
	Amount Expended For Fiscal Year	\$657.00		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	Crime Policy

52.	Vendor Name	Univera		Address Line1	P.O. Box 5266
	Type of Procurement	Other		Address Line2	
	Award Process	Authority Contract - Competitive Bid		City	BINGHAMTON
	Award Date	1/1/2022		State	NY
	End Date	12/31/2022		Postal Code	13902
	Fair Market Value			Plus 4	
	Amount	\$134,220.24		Province/Region	United States
	Amount Expended For Fiscal Year	\$11,185.02		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	Group Health Insurance - 2022

54

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
Status: UNSUBMITTED
Certified Date : N/A

53.	Vendor Name	Univera		Address Line1	P.O. Box 5266
	Type of Procurement	Other		Address Line2	
	Award Process	Authority Contract - Competitive Bid		City	BINGHAMTON
	Award Date	1/1/2021		State	NY
	End Date	12/31/2021		Postal Code	13902
	Fair Market Value			Plus 4	
	Amount	\$92,410.68		Province/Region	United States
	Amount Expended For Fiscal Year	\$92,410.68		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	Group Health Insurance - 2021

54.	Vendor Name	e3communications		Address Line1	551 Franklin Street
	Type of Procurement	Other Professional Services		Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid		City	BUFFALO
	Award Date	12/5/2019		State	NY
	End Date	12/31/2020		Postal Code	14202
	Fair Market Value	\$24,000.00		Plus 4	
	Amount	\$24,000.00		Province/Region	United States
	Amount Expended For Fiscal Year	\$2,000.00		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	Public Relations / STAMP Marketing - 2020

4.2

55

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
Status: UNSUBMITTED
Certified Date : N/A

55.	Vendor Name	e3communications	Address Line1	551 Franklin Street
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	12/3/2020	State	NY
	End Date	12/31/2021	Postal Code	14202
	Fair Market Value	\$24,000.00	Plus 4	
	Amount	\$24,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$22,000.00	Country	
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Public Relations / STAMP Marketing - 2021

56.	Vendor Name	e3communications	Address Line1	551 Franklin Street
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	12/3/2020	State	NY
	End Date	12/31/2021	Postal Code	14202
	Fair Market Value	\$20,100.00	Plus 4	
	Amount	\$20,100.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$18,425.00	Country	
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Public Relations / GCEDC Marketing - 2021

4.2

56

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2021

Run Date: 02/25/2022
 Status: UNSUBMITTED
 Certified Date : N/A

57.	Vendor Name	e3communications	Address Line1	551 Franklin Street
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	12/5/2019	State	NY
	End Date	12/31/2020	Postal Code	14202
	Fair Market Value	\$20,100.00	Plus 4	
	Amount	\$20,100.00	Province/Region	
	Amount Expended For Fiscal Year	\$1,675.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Public Relations / GCEDC Marketing - 2020

Additional Comments

GCEDC

Jim Krencik, Director of Marketing & Communications

Board Meeting Report

March 1, 2022

Park Strategies – GCEDC Government Relations

The GCEDC contracts for the professional services of Park Strategies for government relations and lobbying services to advance the mission of the GCEDC and the development of the WNY STAMP site and other critical economic development activities.

Park Strategies is effective in helping the GCEDC advance infrastructure funding, site development, and site readiness, as well as maintaining strong relationships with state and federal partners.

Other services provided by Park Strategies include monitoring of legislation and the New York State budget bills, research and reporting on bill status and activity, advocacy and weekly update calls with the GCEDC.

Board Request: A renewal of services for the April 1, 2022 to March 31, 2023 period at a cost of \$1,500 per month (\$18,000 annual). This proposed expense has been unchanged dating to 2018, and was anticipated and contained in the 2022 budget.

PARK STRATEGIES, LLC

February 14, 2022

VIA ELECTRONIC MAIL

Mr. Steve Hyde
President & CEO
Dr. Bruce Holm Upstate MedTech Center
Batavia, New York 14020

Extension of Government Relations Services Engagement

Dear Mr. Hyde:

By this Letter Agreement (hereinafter the "Agreement"), Genesee County Economic Development Center ("Client") and Park Strategies, LLC ("Consultant") hereby agree to extend the effective term of the original Lobbying Services Agreement between the parties, dated February 22, 2021 ("Original Agreement"), for an additional twelve (12) months, commencing April 1, 2022 and continuing through March 31, 2023. Client authorizes Consultant to engage in lobbying activity before the executive and legislative branches and the administrative agencies of the government of the State of New York and its political subdivisions during the effective term of this Agreement.

As compensation for the services provided hereunder, during the effective term Client shall pay Consultant \$1,500.00 per month, plus actual expenses. This Agreement shall extend each of the terms contained in the Original Agreement and nothing in this Agreement shall be deemed to modify or alter the terms of said Original Agreement except as otherwise expressly stated herein.

Please sign where indicated below to acknowledge your acceptance and understanding of the terms of this Agreement.

Very truly yours,



Christopher D'Amato
EVP & General Counsel

Agreed to and accepted by:

Genesee County Economic Development Center

By: _____

Mr. Steve Hyde
President & CEO

Mark Masse

Audit & Finance Committee

March 1, 2022

Review of Purchase and Sale Agreement for Apple Tree Acres Property

Discussion: The GCEDC has a PSA for approximately 1.5 acres known as "Roxbury Lane" from Apple Tree Acres, LLC. The company is looking to acquire this to utilize as a roadway for a project on their existing property.

Fund Commitment: Legal fees to Harris Beach not to exceed \$8,000 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 AGREEMENT

THIS AGREEMENT, made and executed this ____ day of March, 2022 ("Agreement"), by and between **Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center**, located at 99 MedTech Drive, Batavia, New York 14020 ("Seller") and **Bert Berardi**, on behalf of Apple Tree Acres, LLC a New York limited liability company, located at 5885 Transit Road, East Amherst, New York 14051 ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of the real property and improvements located at AppleTree Avenue, in the Town of Bergen, County of Genesee, State of New York; and

WHEREAS, Seller desires to sell approximately 1.5± acres in the Town of Bergen, County of Genesee, State of New York to Purchaser, and Purchaser desires to purchase the real property and improvements thereon upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Property.** The real property to be conveyed consists of unimproved property identified in red on the diagram attached hereto as **Exhibit A** consisting of approximately 1.5± acres ("Land") situated on AppleTree Avenue, Town of Bergen, County of Genesee, State of New York, together with all right, title, and interest of Seller in and to (a) any and all easements and rights-of-way appurtenant to the Land; (b) any and all lands lying in the bed of any streets, roads, highways, alleys or driveways in front of and adjoining the Land; and (c) any and all strips and gores adjacent to or abutting the Land, and also together with the existing parking areas and driveways on the Land ("Property").

2. **Condition of Property.** The Property shall be conveyed free of any and all liens, encumbrances, security agreements or other financing devices except as provided in Paragraph 8 of this Agreement (such exceptions in Paragraph 8 constituting "Permitted Encumbrances").

3. **Purchase Price and Deposit.** The purchase price for the Property (the "Purchase Price") shall be **SIXTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$67,500.00)** payable to Seller in cash or a bank check, or by wire, at Closing (as such term is hereinafter defined). Upon the execution of this Agreement by both parties, Purchaser shall deposit with Seller's attorney in the attorney's noninterest bearing IOLA trust account the sum of Five Thousand and No/100 Dollars (\$5,000.00) (the "Deposit") to be credited towards the Purchase Price at Closing. The Deposit shall be refundable until the expiration of the Initial Due Diligence Period or the 90 Day Extension Period (as such terms are hereinafter defined), as applicable, at which time the Deposit shall become nonrefundable, but applicable to the Purchase Price in the event the transaction closes.

4. **Purchaser's Contingencies.** This Agreement, and Purchaser's obligations hereunder, shall be expressly contingent upon the following:

(a) Purchaser shall have the right, to conduct at its sole cost and expense within the initial ninety (90) day period after the execution of this Agreement by both parties ("Initial Due Diligence and Contingency Period"), a Phase I environmental assessment, and with Seller's prior written consent, which consent may be granted or withheld in Seller's sole and absolute discretion, a Phase II environmental assessment, on the Property by an environmental engineer acceptable to Purchaser and Purchaser's lender,

which reports shall be certified to Purchaser, and the results of which shall be satisfactory to Purchaser in its sole discretion. The Purchaser shall also receive from Seller within five (5) business days after the execution of this Agreement, copies of all written reports for Phase I, Phase II, and Phase III environmental assessments for the Property in the possession of Seller, if any, which results shall be satisfactory to Purchaser in its sole discretion. Nothing herein shall require Purchaser to conduct a Phase I or Phase II environmental site assessment or assume responsibility for any existing environmental contamination which is found to be present on or under the Property. Notwithstanding the foregoing, Purchaser shall, upon completion of its environmental assessments, be responsible for restoring the Property to substantially the same condition as existed on the Property prior to the undertaking of such assessments.

(b) This offer is contingent upon: (i) Purchaser being able to obtain financing for the purchase of the Property on terms satisfactory to Purchaser in Purchaser's sole discretion on or before the expiration of the Initial Due Diligence and Contingency Period and (ii) upon Purchaser's receipt of such funds at Closing.

(c) On or before the expiration of the Initial Due Diligence and Contingency Period, Purchaser shall have received, at its sole cost and expense, all necessary governmental approvals, including zoning approvals, permits, consents, site plan approvals, subdivision or land separation approval, variances, and certificates of occupancy required from governmental authorities, if any are required, to construct a warehouse and office for its business on the Property on such terms and conditions as may be satisfactory to Purchaser. Seller agrees to timely execute any and all necessary applications and consents required by Purchaser, at no cost to Seller, to obtain the governmental approvals required pursuant to this Section 4(c). Seller also agrees to provide Purchaser with any preexisting permits, surveys, and other documents relating to the Property in Seller's possession which may be required by the Purchaser to obtain the governmental approvals required in this Section 4(c).

Notwithstanding the foregoing, provided Purchaser is utilizing commercially reasonable efforts to complete the due diligence and contingencies in this Paragraph 4(a) through (d), and if Purchaser is unable to complete such due diligence and/or obtain all necessary approvals and consents within the Initial Due Diligence and Contingency Period, then upon written notice to the Seller, the Purchaser shall have the option to extend the Initial Due Diligence and Contingency Period and also simultaneously extend the date of Closing under Paragraph 5 of this Agreement for one additional 90 day extension period ("90 Day Extension Period") without additional cost, provided such notice is given to Seller prior to the expiration of the Initial Due Diligence and Contingency Period.

If any of the contingencies and due diligence requirements in this Paragraph 4 have not been satisfied or are found to be unsatisfactory to Purchaser in Purchaser's sole discretion on or before the expiration of the Initial Due Diligence and Contingency Period or the 90 Day Extension Period, (i.e., 180 days after the execution date of this Agreement by the parties), as applicable, then this Agreement may be terminated by Purchaser upon the giving of written notice of such termination to Seller provided such notice is given on or before the expiration of the Initial Due Diligence and Contingency Period or the 90 day Extension Period. Upon receipt of such termination, Purchaser's Deposit shall be promptly refunded without set off or deduction.

It is understood that the contingencies set forth herein are for Purchaser's benefit and may be waived by Purchaser in writing at any time.

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: (i) any personal injury or property damage caused by Purchaser's negligence during the inspection of the Property; (ii) any and all mechanics', laborers', materialmen's or other liens asserted against the Property resulting from the Purchaser's foregoing inspections; and (iii) Purchaser's present (or that of Purchaser's

representatives, agents, employees, lenders, contractors, appraisers, architects and engineers) on or at the Property during the term of this Agreement, which indemnity shall survive Closing or the earlier termination of this Agreement.

5. **Closing and Possession.** The closing and transfer of title to the Property ("Closing") shall occur on or about May 31, 2022, unless Purchaser elects in writing to Seller to close on its purchase of the Property on a sooner date. The date of Closing shall also be extended for an additional 90 day period (i.e., until on or about August 30, 2022) if Purchaser elects to extend the Initial Due Diligence and Contingency Period in Paragraph 4 of this Agreement. Closing shall take place at Purchaser's attorneys' office or at a location selected by Purchaser's lender. Purchaser shall have possession and occupancy of the Property from and after the date of Closing, free and clear of any leases, tenancies or rights of occupancy.

6. **Deed/Title Search/Survey.** Seller will deliver to Purchaser at closing a properly signed and notarized Bargain and Sale Deed with lien covenant. At least thirty (30) days prior to Closing, Seller will furnish and pay for fully guaranteed tax, title and United States Court searches for the Property, dated or redated subsequent to the date of this Agreement (the "Searches"). Purchaser shall be responsible for and shall pay the cost of redating and continuation of the Searches to and including the Closing. Seller shall also prepare, at Purchaser's sole cost and expense, an instrument survey of the Property dated or redated after the date of this Agreement for use by the Purchaser in conjunction with its proposed site approvals and for obtaining good and insurable title to the Property. The instrument survey shall prepared or re-dated and certified to meet the standards and requirements of the Genesee County Bar Association, Purchaser's lender, and of the responsible agency for subdivision, if applicable.

7. **Closing Costs.** At Closing, Seller shall pay any required transfer tax as well as any recording charges necessary to render good and marketable title as provided herein. Purchaser shall pay for any fees incurred for recording the deed and the mortgage and shall pay any mortgage recording taxes except as otherwise provided in Paragraph 8 below. Except as otherwise provided herein, each party shall bear its own costs, legal fees and expenses incurred hereunder without any claim against the other.

8. **Seller's Title.**

(a) Within ten (10) business days after the Purchaser's receipt of all of the Searches and instrument survey, Purchaser's attorneys shall deliver to Seller's attorneys a written notice of any defects, encumbrances or other objections to title other than those to which this sale is subject. If it should appear that the Property is affected by any outstanding interest, or questions of title which render title unmarketable, or the intended use of the improvements illegal (being in violation of any effective law, ordinance, regulation or restriction), and as to which Purchaser is not obliged to take subject to in accordance with the terms of this Agreement, Seller shall have the option of either: (i) removing such outstanding interest or questions of title rendering title unmarketable or discharging such interest, for which purpose Seller shall have a reasonable time from the receipt of Purchaser's written notice, but in no event beyond the date of the Closing as set forth in Paragraph 5 above, or alternatively, (ii) promptly terminating this Agreement. Notwithstanding the foregoing, if the Property shall be affected by any lien or encumbrance which may be discharged by the payment of an ascertainable amount, then it shall be Seller's obligation to discharge such lien or encumbrance. If Seller shall be unable to convey a good and marketable title, subject to and in accordance with the provisions hereof, Purchaser shall have the right to cancel this Agreement by giving written notice of such cancellation to the Seller whereupon all liability by reason of this Agreement shall cease; provided, however, if either party secures a commitment for title insurance containing standard exceptions only and provided that Purchaser agrees to accept title insurance as the solution to Seller's title problems, then Seller shall pay the cost thereof and in such event this Agreement shall remain and continue in full force and effect. Purchaser may, nevertheless, at its option, accept such title as Seller may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without

any other liability on the part of the Seller.

(b) Purchaser agrees to accept title to the Property subject to: (i) restrictions and easements of record common to the tract or subdivision in which the Property is located, provided the same have not been violated and do not prohibit the Purchaser's intended use of the Property for its warehouse and office uses; (ii) the lien of current real estate taxes not due and payable; and (iii) public utility easements along lot lines, provided Purchaser has determined such easements do not interfere with Purchaser's intended use of the Property for its warehouse and office uses.

(c) WITH THE EXCEPTION OF THE REPRESENTATIONS CONTAINED IN PARAGRAPHS 2, 8 AND 9, 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, 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.

9. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser that:

(a) This Agreement constitutes the legal and binding obligation of Seller, enforceable in accordance with its terms.

(b) Seller represents that the Property is not currently subject to any leases. Seller will not enter into any leases, contracts, agreements, or other arrangements affecting the Property or its tenants without the prior written consent of Purchaser which consent shall not be unreasonably withheld, conditioned or delayed. Purchaser's ownership of the Property is not to be subject to any agreements, contracts, or leases.

(c) Seller represents and warrants that Seller has not received any notice from state or local authorities that the Property will be subject to any other eminent domain proceedings, appropriate, or other construction which would require the loss of any portion of the Property.

(d) Seller has no actual knowledge of: (i) the presence of any underground storage tanks on the Property or (ii) the presence of any actual or threatened environmental contamination or Hazardous Substances on or under the Property. Seller has not received any notices from federal, state, or local regulatory authorities of any violation of the Property of any federal, New York State, or local laws, rules, regulations or ordinances, including any Environmental Laws and regulations. For purposes of this paragraph 9(d), "Environmental Laws" shall mean all federal, state and local environmental, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance and the rules, regulations, and orders with respect thereto. "Hazardous Substance" means, without limitation, any flammable, explosive or radioactive material, asbestos, polychlorinated biphenyl, petroleum or petroleum product, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Appendix Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law, the New York Navigation Law, or any other Environmental Laws and the regulations promulgated thereunder whether now or hereafter adopted.

(e) To the best of Seller's actual knowledge without independent investigation, the Property meets all applicable federal, state, and local governmental laws and regulations. The Property is currently served at its boundary by electric, public water, sewers, and gas.

10. **Deliveries and Closing Condition**

(a) At Closing, Seller shall deliver to Purchaser the following:

(i) Duly executed and acknowledged Bargain and Sale Deed with full covenants conveying title to the Property free and clear of all liens and encumbrances;

(ii) Affidavits or other certificates or documents reasonably required by the Purchaser or the title insurance company, if any, in order to insure title in the condition required by this Agreement;

(iii) All other certificates, affidavits, warranty assignments, bills of sale, and other documents or instruments reasonably requested and as required by this Agreement to effectuate the terms and conditions hereof, if any.

(b) At Closing, Purchaser shall deliver to Seller the following:

(i) Payment of \$67,500.

(ii) such other certificates, documents and instruments reasonably requested and as required by this Agreement to effectuate the terms and conditions hereof.

11. **Condemnation.** If during the pendency of this Agreement Seller receives written notice pursuant to the Eminent Domain Procedure Law of the State of New York that any portion of the Property is to be taken by condemnation or purchased in lieu thereof, Seller shall give Purchaser written notice thereof and, if such portion to be condemned is material (i.e., remaining property cannot be used for the purposes contemplated under this Agreement), Purchaser shall have the right to terminate this Agreement or confirm that this Agreement shall continue in full force and effect within ten (10) days of Seller's notice of the condemnation. In the absence of such timely notice, Purchaser will not be deemed to have waived any such right of termination. If Purchaser does not exercise its right to terminate, Seller shall assign to Purchaser any claim for compensation to such condemned portion of the Property. If an immaterial portion of the Property is taken (i.e. the Property can still be used for Purchaser's intended use), Purchaser shall be required to proceed under this Agreement and accept an assignment of the compensation for such portion of the Property condemned.

12. **Adjustments.** Real property taxes shall be adjusted and prorated between the parties at Closing. Any past due real estate taxes, assessments, and related interest and penalties shall be paid by Seller.

13. **Notices.**

(a) Any notice, communication, approval, disapproval, request or reply (hereinafter called "Notice") provided for in this Agreement or permitted to be given, made or accepted by either party to the other, must be in writing, and shall be given or served by delivery in person, by Federal Express or similar overnight courier service or by postpaid certified or registered mail addressed to the party notified. For purposes of Notice, the addresses for the parties, unless changed as hereinafter provided, shall be:

Purchaser: Bert Berardi
c/o J. Rental, Inc.
5885 Transit Road
East Amherst, New York 14051

with a copy to: E. Adam Leyens, PLLC
1534 Monroe Avenue
Rochester, New York 14618

Seller: Genesee County Industrial Development Agency
d/b/a Genesee County Economic Development Center
c/o Mark A. Masse
99 MedTech Drive
Batavia, New York 14020

with a copy to: Harris Beach PLLC
FL Gorman
99 Garnsey Road
Pittsford, New York 14534
Tel: 585.419.8718
E-mail: flgorman@harrisbeach.com

(b) Each party hereto shall have the right from time to time to change its address, by giving Notice in writing of no less than five (5) business days to the other party as herein provided. Any Notice delivered hereunder shall be deemed delivered upon personal delivery or, if by mail, on the third day after mailing or, if by nationally recognized overnight courier service, on the next business day.

14. **Broker's Commission.** Seller and Purchaser agree that no broker brought about the sale of the Property. Any party making a misrepresentation or misstatement of fact hereunder shall indemnify and hold the other party harmless from any claim, liability and expense including attorney's fees, resulting from such misrepresentation or misstatement of fact.

15. **Miscellaneous.**

(a) This Agreement, and the terms, covenants and conditions herein contained, shall inure to the benefit of and be binding upon the respective heirs, beneficiaries, successors and assigns of the parties hereto. Neither party may assign its rights hereunder to any other person or entity without the prior written consent of the other party, provided, however, Purchaser shall be permitted to assign this Agreement to an affiliate, parent or subsidiary without obtaining Seller's consent so long as Purchaser remains fully responsible for Purchaser's obligations hereunder and Purchaser provides Seller with a notice of assignment, together with a copy of the applicable assignment and assumption agreement. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, PURCHASER**

MAY ASSIGN ITS RIGHTS HEREUNDER TO A NEW YORK LIMITED LIABILITY COMPANY OR OTHER ENTITY, PROVIDED THAT PURCHASER PROVIDES SELLER NOTICE OF SUCH ASSIGNMENT AT LEAST 5 DAYS PRIOR TO CLOSING.

(b) All personal pronouns used in this Agreement shall include the other genders, and the singular shall include the plural, whenever and as often as may be appropriate.

(c) This Agreement shall be governed by and construed and enforced under the laws of the State of New York without regard to principles of conflicts of laws. The parties hereto agree to the jurisdiction of the New York State Supreme Court and to venue in Genesee County.

(d) No variation, modification or alteration of this Agreement shall be binding on either party hereto unless set forth in a document executed by such party or a duly authorized agent, officer or representative thereof.

(e) The captions contained in this Agreement are for the convenience of the parties only and shall not be deemed a part of the context of this Agreement.

(f) The parties hereto agree to execute and deliver all other documents required, provide all necessary information, and take or forebear from all actions as may be necessary or appropriate to achieve the purposes of this Agreement.

(g) This Agreement contains the entire agreement between Seller and Purchaser, and except as otherwise set forth in the Agreement, no oral statements or prior written matter not specifically incorporated herein shall be of force or effect.

(h) The provisions of Paragraphs 9 and 14, and this Paragraph 15 of this Agreement shall survive the Closing and transfer of title to the Property.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement shall be binding on the parties as soon as each party whose signature is required to make it effective has signed at least one copy of it, even if no copy has been signed by all parties. Delivery by a party of a copy of this Agreement containing that party's signature which is conveyed by facsimile, photostatic, or similar method to the party or its counsel shall be sufficient for purposes of execution and delivery of this Agreement by that party.

16. **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 Purchaser's deposit will be returned. 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

PURCHASER:

Dated: March __, 2022

Bert Berardi on behalf of Apple Tree Acres, LLC a New York limited liability company

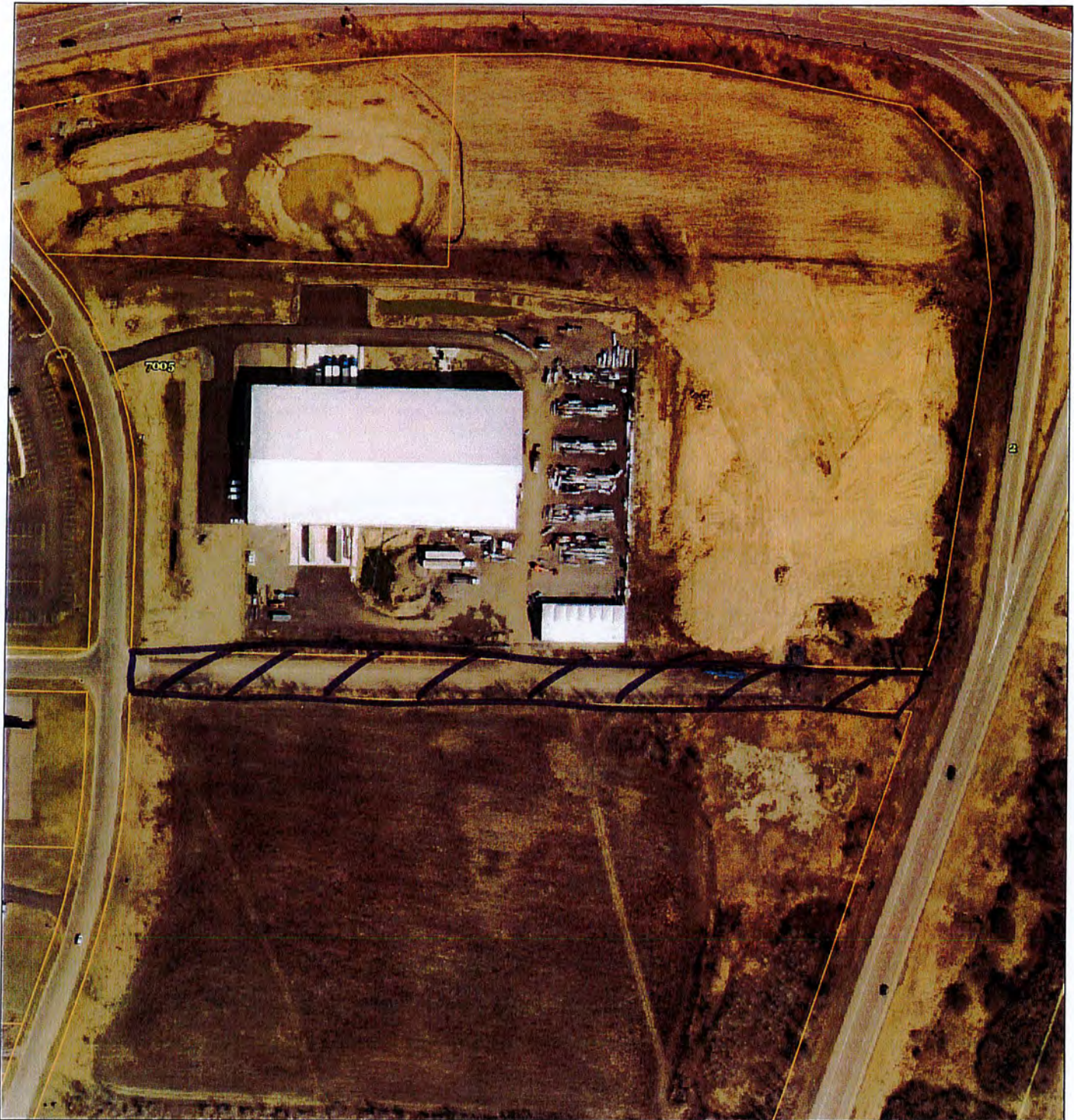
SELLER:

Dated: March __, 2022

**Genesee County Industrial Development Agency d/b/a
Genesee County Economic Development Center**

By: _____

ArcGIS Web Map



2/24/2022, 2:57:05 PM

Year 2021 Aerial Photos (Scale Dependent)9in

Red: Band_1

Green: Band_2

Blue: Band_3

Year 2021 Aerial Photos (Scale Dependent)3in

Red: Band_1

Green: Band_2

Blue: Band_3

City & Villages (Large Scale)

Towns

Water (Large Scale)

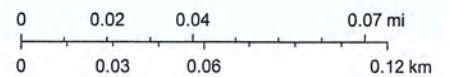
2021Tax Parcels

Streams (Large Scale)

Active Railroads (Large Scale)

Address Points

1:2,257



Province of Ontario, Ontario MNR, Esri Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA

4.5

69

STAMP Committee
March 2, 2022

STAMP Payment for easements

Discussion: In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are a number of easements needed. Based on a compensation model the following payments are needed for two easements:

1. Temporary Easement 1 - \$500
2. Temporary Easement 2 - \$500

The GCEDC has also been informed that 5 more easement holders have agreed to sign but we have not received the paperwork yet. The GCEDC is seeking approval of the following easements and amounts contingent upon receiving all necessary signed documentation from ROW Professionals, LLC:

1. Permanent Easement 4 - \$1,000
2. Temporary Easement 7 - \$500
3. Temporary Easement 8 - \$500
4. Temporary Easement 9 - \$500
5. Temporary Easement 10 - \$500

Fund Commitment: \$4,000 from the \$33 million.

Board Action Request: Approval of payment of \$4,000 to the holders of the easement numbers identified above.



2440 Sheridan Drive, Suite 100
Tonawanda, NY 14150
Ph. 716.685.0500
Fax: 716.558.2825

Email: rowp@rightofwaypros.com
Website: www.rightofwaypros.com

February 1, 2022

Mark A. Masse, CPA
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Genesee County Economic Development Center
Science, Technology and Advanced Manufacturing Park (STAMP) in the Town of Alabama
Force Main Project
Genesee and Orleans Counties
TE-1 and TE-2

Dear Mark,

Enclosed you will find the executed paperwork from Domoy Lands, LLC. The compensation (total) for the two (2) TE's is \$1,000.

Very Truly Yours,

RIGHT-OF-WAY PROFESSIONALS, LLC

A handwritten signature in black ink, appearing to read "Timothy J. Magyar", is written over the typed name and title.

Timothy J. Magyar, SR/WA, R/W-AC
President
Agent for Genesee County Economic Development Center

RECORD & RETURN TO:
Anthony J. Iacchetta, Esq.
Phillips Lytle LLP
1400 First Federal Plaza
Rochester, New York 14614

STAMP POST TREATED EFFLUENT FORCE MAIN
TEMPORARY EASEMENT AGREEMENT

(TEMPORARY EASEMENT NO. TE-2)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN TEMPORARY EASEMENT AGREEMENT (this "Agreement") is effective as of _____, 2022 (the "Effective Date") and is made by and between GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, a New York public benefit corporation having an office at 99 MedTech Drive, Batavia, New York 14020 ("Grantee") and DOMOY LANDS, LLC, a New York limited liability company having an address of 3291 Drake Street Road, Oakfield, New York 14125 ("Grantor"). Grantor and Grantee are sometimes individually referred to herein as a "Party" or collectively as, the "Parties".

RECITALS

A. Grantor is the owner of certain real property known as South Gravel Road, Town of Shelby, New York (SBL No. 112.-1-30) ("Grantor's Premises").

B. Grantee intends to construct, install and maintain a post treated effluent force main facility and related appurtenances (the "Facility") for the benefit of Grantee's project known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Project") on lands adjacent to Grantor's Premises.

C. Grantor intends to grant unto Grantee and its successors and/or assigns, a temporary non-exclusive easement for activities related to the construction and installation of the Facility on and through a portion of Grantor's Premises.

AGREEMENT

Therefore, Grantor and Grantee, for themselves, their successors and assigns, declare that Grantor's Premises is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements, hereinafter set forth:

1. Grantor hereby reserves unto Grantee, its agents, successors or assigns, a temporary right of way, easement and privilege (the "Temporary Easement") on, through, over and under those portions of Grantor's Premises as described on the legal description and map attached hereto as Exhibit "A" (the "Temporary Easement Area"), to be used for activities related to the construction and installation of the Facility. This Temporary Easement shall automatically expire and be of no further force and effect upon the earlier of the final completion of the construction and installation of the Facility or August 31, 2022 (each being a "Termination Event"). Upon the occurrence of a Termination Event, this Agreement shall automatically terminate and Grantee may, without the joinder or consent of Grantor or any other owner, record a termination of this Agreement in the Orleans County Clerk's Office.

2. It shall not be the duty of Grantee or Grantee's successors and assigns to perform routine property maintenance of the Temporary Easement Area or maintain said areas in a fashion that would typically be performed by Grantor in the normal course of the upkeep of Grantor's Premises.

3. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right, as applicable, to enter upon the Temporary Easement Area by vehicle and on foot, and to utilize the same, whenever necessary, for the exercise of the rights and privileges herein granted; provided such access does not materially interfere with the use and enjoyment of Grantor's Premises, except temporarily while work is in progress.

4. Grantee shall use commercially reasonable efforts in the exercise of the rights granted under this Agreement to avoid interference with Grantor's use of Grantor's Premises. Grantee shall, at Grantee's sole cost and expense and in each instance following the exercise of the rights herein granted, repair any damage to the Temporary Easement Area caused by or arising out of the exercise of the rights granted under this Agreement.

5. Both Grantor and Grantee hereby represent and covenant to each other that each Party has the right to grant the easement rights herein granted.

6. This Agreement and the Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, forever.

7. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement.

8. Except as set forth herein, this Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties or their successors and/or assigns and thereafter duly recorded in the Orleans County Clerk's Office.

9. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

10. This Agreement shall be construed in accordance with the laws of the State of New York. Each of the parties hereto hereby irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

11. 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.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement with the intent that it be effective as of the Effective Date.

GRANTOR:

DOMOY LANDS, LLC

By: DomoY Lands LLC
Name: Dianne L. DomoY, Member
Its: DLD

GRANTEE:

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A GENESEE
COUNTY ECONOMIC DEVELOPMENT
CENTER

By: _____
Name: _____
Its: _____

STATE OF NEW YORK)
Genesee) ss.:
COUNTY OF ORLEANS)

On the 18th day of January in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Dianne L. DomoY personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in ~~his~~ ^{her} capacity, and that by ~~his~~ ^{her} signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melissa M Haacke

NOTARY PUBLIC
NOTARY PUBLIC
STATE OF NEW YORK
MELISSA M. HAACKE
NO. 01HA5027321
MY COMMISSION EXPIRES 05/09/20 22
QUALIFIED IN GENESEE COUNTY

EXHIBIT "A"

**STAMP FORCE MAIN
TEMPORARY EASEMENT NO. TE-2**

ALL THAT TRACT or parcel of land situate in the Town of Shelby, County of Orleans, State of New York and more particularly described as follows:

Beginning at a point on the westerly right-of-way line of NYS Route 63 (South Gravel Road)(66 feet wide right-of-way), a distance of 18 feet southerly of the northerly line of tax account number 112.-1-30; thence,

- 1) Southerly, along the westerly right-of-way line of NYS Route 63, a distance of 20 feet, more or less, to a point; thence,
- 2) Westerly, through the lands of tax account number 112.-1-30, a distance of 10 feet, more or less, to a point 10 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63; thence,
- 3) Northerly, through the lands of tax account number 112.-1-30, along a line 10 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63, a distance of 20 feet, more or less, to a point; thence,
- 4) Easterly, through the lands of tax account number 112.-1-30, along a line measured perpendicular to the westerly right-of-way line of NYS Route 63, a distance of 10 feet, more or less, to the Point of Beginning.

Temporary Easement, as described above, contains approximately 0.005 acre of land.

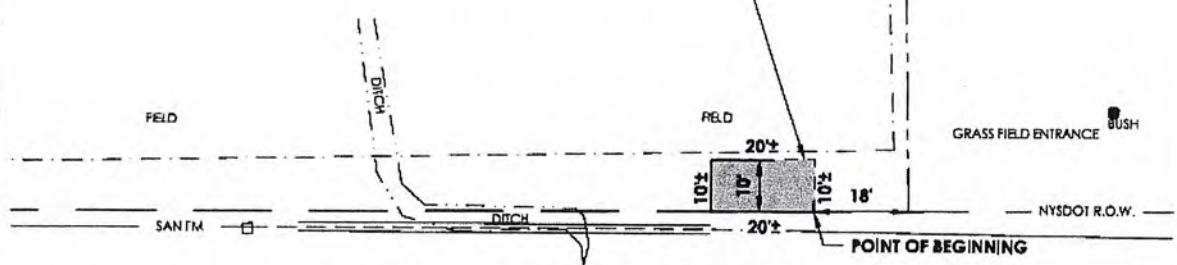
All as shown on a map prepared by CPL, entitled "Temporary Easement TE-2", dated February 23, 2021.

Domoy Lands LLC
 112.-1-30
 # 11348

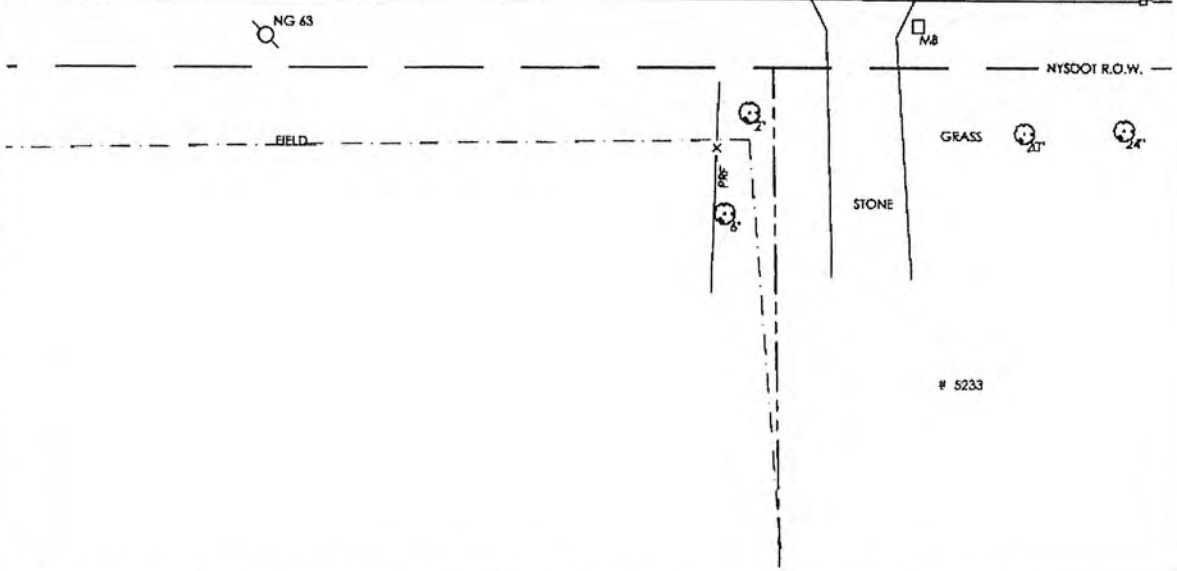


5220

TEMPORARY EASEMENT TE-2
 0.005± ACRE



SOUTH GRAVEL ROAD (NYS RTE. 63)
 (66' R.O.W)



5233

Drawing Name: J:\PROJECTS\CCEDDC\STAMP OFFLINE Sewer\LD Design\Job Info\Easements\2021\VES2.dwg
 Date last saved: 4/12/2021 3:25 PM
 Date last plotted: 4/13/2021 10:55 AM
 Plotted By: Nathan Henry



205 ST. PAUL STREET, SUITE 500
 ROCHESTER, NEW YORK 14604
 TEL (800) 274-9000
 FAX (585) 232-6836
 ARCHITECTURE ENGINEERING PLANNING

DATE: 2/23/2021
 DRAWN: NCH
 CHECKED: ZLA
 SCALE: 1" = 30'
 PROJ. #: 15981.00

TEMPORARY EASEMENT TE-2
STAMP FORCE MAIN OFFSITE SEWER
 TOWN OF SHELBY, ORLEANS COUNTY, NEW YORK

6.1

77

Part 182 Take Permit for Short-eared Owl and Northern Harrier

Discussion: In December and January the GCEDC updated its studies for the endangered and threatened species of winter raptors per the NYSDEC's request. The result of that study showed a few winter raptors at the site and the NYSDEC is determining if the STAMP site would be qualified habitat for those birds. If the NYSDEC takes Jurisdictional Determination over that habitat, the GCEDC would need to complete a Part 182 incidental take permit to impact that habitat for potential development. CC Environment & Planning has prepared a proposal to complete that process.

Fund Commitment: \$31,050 to be covered under the \$8 million.

Committee Action request: Recommend approval to the full Board the proposal for CC Environment and Planning to complete the Part 182 Incidental Take permit.



CC Environment & Planning

Sheila S. Hess
Principal Ecologist/CEO

February 24, 2022

Genesee County Economic Development Center
Attn: Mark Masse, VPO
99 MedTech Drive, Suite 106
Batavia, NY 14020
Via Email: mmasse@gcedc.com

Re: Short-eared Owl and Northern Harrier Part 182 Take Permit and Environmental Services Proposal

Dear Mark:

As discussed, I am submitting the following proposal for CC Environment & Planning to provide services for the development, submission, and review of an incidental take permit application for short-eared owl and northern harrier at the STAMP (Science & Technology Advanced Manufacturing Park) Site in the Town of Alabama, Genesee County, NY as per NYS Department of Environmental Conservation (NYSDEC) Endangered and Threatened Species Regulations ([6 NYCRR Part 182](#)). In addition, this proposal includes ongoing services for general environmental review and permitting.

This Letter Agreement (hereinafter referred to as "Agreement") is a proposal for consulting services by CC Environment & Planning (hereinafter named as "Contractor") for Genesee County Economic Development Center (hereinafter referred to as "Client"). This agreement shall commence upon signature. The following services and terms of the Agreement between the Client and Contractor are as follows:

Scope of Services

A. Incidental Take Permit

1. Incidental Take Permit Application, including:
 - a. Project description and need, species and habitat description at STAMP
 - b. Alternatives analysis, avoidance and minimization strategies
 - c. Assessment of the extent of unavoidable impacts to listed species or their habitats
 - d. Implementation agreement
2. Mitigation Plan, including
 - a. Measures to minimize and mitigate impacts to listed species by providing a net conservation benefit
 - b. Data and information to ensure taking does not impact species' survival or recovery in NY
 - c. Proposed method for monitoring the effectiveness of the plan
3. Review of regulations; meetings with NYSDEC and Tech Team.
4. Coordination of application review including response to requests for additional information and application/plan revisions; final permit review and submittal.

B. General Environmental Review and Permitting

Schedule and Fee

Project activities will commence immediately upon receipt of a signed contract. This contract is proposed as a time and materials with a not to exceed estimated budget for Task A (Incidental Permit) of \$21,050 and Task B (General Environmental Services) of \$10,000. Invoices will be submitted monthly based on the 2022 rate sheet in Attachment A.

Conditions

The Contractor guarantees the quality of this work. Once this offer is accepted payments are to be made at times specified upon presentation on an invoice by Contractor. However, the Client and the Contractor may mutually decide to reschedule, postpone, or delay this project as needed without penalty and without time limit, subject only to mutually agreeable time frames in the future.

Assumptions

The proposed schedule and fee for this project are based on the following assumptions:

1. The Client and the project team will provide appropriate, timely access to contacts and information and provide requested feedback necessary to complete the scope of services as scheduled.
2. All parties will make every effort to ensure timely answers to questions as related to the scope of services and progress.
3. All parties will inform each other immediately of any unforeseen changes, new developments, or other issues that affect and influence this project so necessary adjustments can be made.
4. Adjustments to the total fee based on unforeseen circumstances, an adjusted timeline, or additional services outside the stated scope will require negotiation and written consent of both parties. This includes any additional monitoring of listed species that may be required by NYSDEC during the application period.

ACCEPTANCE

If this proposal meets with your approval, please countersign below, and return one copy for our records. If you have any questions, please contact me.

Sincerely,



Sheila S. Hess, Principal Ecologist/CEO
CEO CC Environment & Planning

AUTHORIZATION

CC Environment & Planning is hereby authorized by Genesee County Economic Development Center to proceed with the services described and in accordance with the terms and conditions proposed herein.

Genesee County Economic Development Center

Date



CC Environment & Planning

CC ENVIRONMENT & PLANNING BILLING RATES CALENDAR YEAR 2022

Employee Type	Hourly Rate
Principal Ecologist	\$180.00
Senior Environmental Scientist/Planner	\$135.00
Environmental Scientist/Planner	\$115.00
Graphic Designer/GIS Analyst	\$105.00
Environmental Technician	\$80.00
Office/Administrative Assistant	\$72.00
Intern	\$55.00
Travel/Materials	At Cost
Outside Contracted Services	Cost plus 10%

STAMP Site visualization Services

Discussion: In conjunction with the March 2021 Letter of Resolution between NYSDEC, SHPO and the GCEDC, any project at STAMP that requires a discharge permit for stormwater from NYSDEC must complete an assessment of potential impacts to the Nation's Territory. This proposal will be to prepare a visual assessment for the construction of the substation. This will include photo simulations along with line-of-sight profiles. This will also include the visual assessment for the GCEDC to apply to the Town of Alabama to increase the height limit of TD-1 from 110 feet to 150 feet.

Fund Commitment: \$8,436 from the \$33 million.

Board Action Request: Approval of payment of \$8,436 to Saratoga Associates for the visual assessment and profiles.

SARATOGA ASSOCIATES

Landscape Architects, Architects,
Engineers, and Planners, P.C.

February 25, 2022

Matthew Fitzgerald
Associate
Phillips Lytle, LLP
One Canalside
125 Main Street
Buffalo, NY 14203-2887

Re: Proposal Submission – Additional Project Visualization Services – GCEDC STAMP Site

Dear Mr. Fitzgerald:

Saratoga Associates is pleased submit this proposal to provide additional project visualization services for the Genesee County Economic Development Council (GCEDC) Science & Technology Advanced Manufacturing Park (STAMP) site.

Visualization of Concept Plan Structures from Off-site Vantage Points

Saratoga Associates will provide conceptual photo simulations illustrating the likely degree of visibility and general visual character of proposed buildings from up to six off-site vantage points in the vicinity of the STAMP property.

Task A – Acquire Existing Condition Photographs - Saratoga Associates will visit the STAMP site to acquire existing condition photographs from a number of locations in the vicinity of the hamlet of Alabama, Routes 63 and 77, as well as Judge Road and Crosby Road. Saratoga Associates will discuss potential photos with the project sponsor prior to visiting the site.

Photographs will be taken with a high resolution (26 mega pixel) digital SLR camera. Photo locations will be documented using a hand-held GPS unit.

Task B - Photo Simulations - Photo simulations will be prepared by superimposing a rendering of a three-dimensional computer model of proposed building(s) into the base photograph. The 3D computer model of the project will be developed in AutoDesk Civil 3D® and 3D Studio Max® software. The 3D model will be built to a conceptual level of detail commensurate with the best design information currently available for this project.

Simulated perspectives will be aligned with the corresponding base photograph by matching the precise X, Y, and Z coordinates of the field camera position (as recorded by GPS) and the focal length of the camera lens used. The camera's target position will be established by aligning common elements visible in both the digital model and actual photograph (e.g., existing regional topography and/or structures within view). The 3D model will be rendered using sunlight settings approximating the date and time of day the base photograph was taken.

SARATOGA ASSOCIATES

Matthew Fitzgerald

February 25, 2022

Page 2 of 3

Simulations will be provided in PDF format. Page size will be 11"x17" format on a descriptive title block. One (1) draft will be submitted to the project sponsor for review prior to the final document.

For the purpose of this proposal, we assume up to six (6) simulated vantage points will be provided.

Task C3 – Summary Document - Saratoga Associates will provide a brief written report documenting the methodology used to develop project visualizations and summarizing potential project visibility from the adjacent property.

ESTIMATED FEE AND TERMS

Task A – Acquire existing condition photography (includes travel time & expense)	\$1,936
Task B – Photo Simulations (assume 6)	\$4,000
Task C – Summary Document	<u>\$500</u>
Total	\$6,436

Saratoga Associates will complete the above scope of service on a time and materials basis with a not-to-exceed budget as presented above. Any work requested exceeding the Scope of Work, or beyond the fee proposed above, must be approved in writing by an authorized representative of the project sponsor before such work is undertaken by Saratoga Associates. Reimbursable expenses will be invoiced at cost plus 10%.

This estimated fee is based on a general understanding of the STAMP site concept plan. Saratoga Associates reserves the right to modify the scope and fee once a revised concept plan is provided.

SARATOGA
ASSOCIATES

Matthew Fitzgerald

February 25, 2022

Page 3 of 3

PROJECT SCHEDULE

Saratoga Associates anticipates that the proposed Scope of Services shall be completed within a mutually agreeable time schedule.

If you have any questions or require clarification, please do not hesitate to call.

Very truly yours,



Matthew W. Allen, RLA

Principal

Saratoga Associates

SARATOGA ASSOCIATES

Landscape Architects, Architects, Engineers, and Planners, P.C.

SARATOGA ASSOCIATES

Landscape Architects, Architects,
Engineers, and Planners, P.C.

February 25, 2022

Matthew Fitzgerald
Associate
Phillips Lytle, LLP
One Canalside
125 Main Street
Buffalo, NY 14203-2887

Re: Proposal Submission – Additional Project Visualization Services – GCEDC STAMP Site

Dear Mr. Fitzgerald:

Saratoga Associates is pleased submit this proposal to provide additional project visualization services for the Genesee County Economic Development Council (GCEDC) Science & Technology Advanced Manufacturing Park (STAMP) site.

PRIMARY SCOPE OF SERVICES

Visualization of Substation from Nation's Territory

Saratoga Associates previously provided virtual visualizations of the proposed "112 Line" as viewed from the Nations Territory. To simulate the degree of visibility of the proposed substation from the Nation's Territory we would revise the previously prepared 3D model data and provided visualizations from the same vantage points. Visualizations would depict the proposed building from three vantage points at four incremental vegetative setback distances; no setback, 50-foot setback, 100-foot setback and 200-foot set-back from the STAMP/Nation's Territory property line.

Saratoga Associates will provide a brief written report documenting the methodology used to develop project visualizations and summarizing potential project visibility from the adjacent property.

Proposed Fee: \$2,000

Saratoga Associates will complete the above scope of service on a time and materials basis with a not-to-exceed budget as presented above. Any work requested exceeding the Scope of Work, or beyond the fee proposed above, must be approved in writing by an authorized representative of the project sponsor before such work is undertaken by Saratoga Associates. Reimbursable expenses will be invoiced at cost plus 10%.

SARATOGA ASSOCIATES

Matthew Fitzgerald

February 25, 2022

Page 2 of 2

PROJECT SCHEDULE

Saratoga Associates anticipates that the proposed Scope of Services shall be completed within a mutually agreeable time schedule.

If you have any questions or require clarification, please do not hesitate to call.

Very truly yours,

A handwritten signature in black ink, appearing to read 'M. Allen', with a long horizontal line extending to the right.

Matthew W. Allen, RLA

Principal

Saratoga Associates

SARATOGA ASSOCIATES

Landscape Architects, Architects, Engineers, and Planners, P.C.

Consultant for evaluation of Traditional Cultural Property (TCP) issues

Discussion: As part of the STAMP development and the neighboring Tonawanda Seneca Nation, in accordance with Section 106 for the wetland permits, the GCEDC is working with the Tonawanda Seneca Nation on an assessment of the TCP potentials as it relates to the criteria for eligibility of listing on the National Historic Register. KTA Preservation Specialists has prepared a proposal to prepare an assessment of any potential impacts to the Nation from the construction of the substation on the STAMP site.

Fund commitment: Not to exceed \$1,440 included in the \$33 million.

Committee action request: Recommend approval of consultant contract with KTA Preservation Specialists for evaluation of TCP issues.

kta preservation specialists

422 Parker Avenue
Buffalo, New York 14216
716.864.0628
Email: ktraynor@kta-preservation.com

February 24, 2022

Genesee County Economic Development Center Leadership Genesee Class of 2002
99 MedTech Drive
Suite 106
Batavia, NY 14020

Attn.: Senior Vice President of Operations, Mark A Masse CPA

RE: Consultation – Preparation of Cultural Resource Screening Reports (Historic Resources) for a “STAMP Substation” on the Northern Portion of the STAMP Site.

Dear Mr. Masse,

The Genesee County Economic Development Center (“GCEDC”) plans to develop the Western New York Science & Technology Manufacturing Park (STAMP) on approximately 1,261.7 acres of land (Project) in the town of Alabama, New York. The STAMP Site is within the Tonawanda Seneca Nation’s ancestral territory and adjacent to its treaty-protected, federally recognized Reservation (Nation’s Territory). The United States Army Corps of Engineers, Buffalo District (the Corps), in consultation with the New York State Office of Parks, Recreation and Historic Preservation State Historic Preservation Office (SHPO) has determined the proposed project’s Area of Potential Effects (APE) are parcels where the character or use of historic properties, if any exist, may be altered by the associated development. It has also been determined that additional development at the STAMP Site outside of the APE may have direct and/or indirect adverse effects on historic properties. A Traditional Cultural Property (TCP) investigation is being undertaken by others to evaluate the eligibility of the Nation’s Territory for listing on the National Register of Historic Places (National Register). Archaeological investigations have been conducted to evaluate and identify archaeological properties on the STAMP Site. A Letter of Resolution (LOR) between the New York State Department of Conservation (DEC), SHPO, and the GCEDC has been executed.

Kta preservation specialists proposes the following scope of work for the preparation of a Cultural Resource Screening Report (Report) to identify potential National/State Eligible historic resources (buildings, sites, objects, structures, districts) identified in the New York State Cultural Resource Information System (CRIS), outside the APE, within the Nation’s Territory, which is located adjacent to the western boundary of the

<https://www.kta-preservation.com/>

Project. In this way potential direct and/or indirect adverse effects on historic resources can be evaluated from the proposed Project, which involves the development of a STAMP Substation on the northern portion of the STAMP Site. The Report will also identify applicable National Register Criteria and how the proposed project impacts may affect those criteria.

Report Work Scope

The Reports will be conducted using a methodology in accordance with the New York State Education Department's *Work Scope Specifications for Cultural Resource Investigations* (NYSED 2004). The methodology and criteria used to evaluate properties are codified in the *Code of Federal Regulations, Title 36: Part 60* and reprinted in the National Park Service Publication *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. The guidelines followed for the evaluation and identification of National Register Eligible properties/districts are contained in the National Park Service Publications *Standards and Guidelines for Evaluation; Standards and Guidelines for Identification; and Guidelines for Local Surveys: A Basis for Preservation Planning*. The historic resources survey of the properties will be conducted through archival and literature searches, and historic map analysis. (Note: field investigation will not be conducted on the Tonawanda Creek Reservation.) The intent is to identify guidelines and criteria of specific relevance to the history and property types in the study area. By applying the strict rigor of the Department of the Interior (National Park Service), in addition to state and local criteria for evaluation, a comprehensive survey of the historic resources will be produced.

The Historic Context section of the Report will be a thorough study and analysis of the historic trends and themes that influenced social, cultural, economic, political, and industrial growth and development in the study area on a local, state, national, and international level. How these developments were manifest in the built environment will be studied using an historic map analysis of the project area to identify broad development patterns that can then be evaluated in conjunction with the historic trends and themes identified. Archival and literature research, and site file searches of local and state resources including, but not limited to, NYS-OPRHP, Local History Archives, and in the City Planning and Engineering Departments will facilitate study of the historic context.

The study and analysis of historic trends and themes, in conjunction with historic and contemporary map analysis will provide the information necessary to evaluate the properties applying all the National Register Eligibility Criteria to determine both individually potentially eligible properties, and the potential for a historic district.

Analysis of the information using maps and charts will be conducted to determine the number and distribution of resources. Having completed the Report, the investigator will note the existing condition of the property and potential direct and/or indirect impacts from the proposed project.

Project Tasks

- Mapping (2 hours)
- Draft Report (6 hours)
- Final Report (2 hours)
- Consultation/Meetings (2 hour)

Total Hours: 12

Deliverables

- Submission electronic copy of Report to GCEDC

The Report scope does not include any existing conditions documentation except as described above. The above hourly estimate represents a 'not to exceed' number. Any significant increase in the number of hours allotted for each task or additional scope must be approved by GCEDC.

The anticipated fee for the preparation of a Cultural Resource Screening Report as described above is One Thousand Four Hundred & Forty dollars (\$1,440.00).

Sincerely yours,



Kerry L. Traynor
Preservation Specialist

Cost and Work Scope Approved:

Signed _____

Title _____

Date _____

Limited Water Sampling Program

Discussion: In conjunction with the NYSDEC's review of the proposed WWTF to be constructed at STAMP, they have identified some items in the waste stream that may require additional treatment above and beyond what has been designed. In order to determine what level of treatment may, or may not, be required the GCEDC wants to complete some analysis from the three different potential water sources for STAMP.

Fund Commitment: \$4,200 (\$3,700 plus the \$400 five day turn around) to be covered under the \$33 million.

Committee Action request: Recommend approval to the full Board the proposal for C & S Companies to perform the water sampling procedures and testing as approved by the NYSDEC.

February 24, 2022

Adam S. Walters, Esq.
Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, NY 14203-2887

**Re: Proposal for Professional Services
Limited Water Sampling Program
Three Sites in Western New York**

Dear Adam;

In response to your request, C&S Engineers, Inc. (C&S) offers this scope of services and fee to provide professional services related to a Limited Water Sampling Program at three properties located in Western New York ("Sites").

BACKGROUND

It is our understanding that Phillips Lytle LLP (Phillips Lytle) is supporting a client with the development of a wastewater treatment plant. As part of the permitting process, Phillips Lytle requires tap water sampling results. Sampling sites have been identified in Alabama and Pembroke, New York, and a third site in Niagara County is to be determined.

SCOPE OF SERVICES

To characterize the mercury content of tap water at the three locations, C&S will complete a water sampling program that consists of the following:

- C&S incorporated comments received from the NYSDEC on February 17, 2022 into this scope of work.
- C&S will work with Phillips Lytle to schedule the tap water sampling program. Sampling is assumed to occur at the three locations on the same day.
- In accordance with the guidance for sampling low-level mercury, C&S will provide two staff members for the sampling program.
- C&S will assess the plumbing system each sampling location and attempt to identify the water tap closest to the entry point in the structure.
- C&S will remove any screens, aerators or other devices from the tap.
- C&S will turn on the tap of each location and allow the water to flow at a maximum rate for a minimum of five minutes, after which C&S will reduce the flow rate and collect the samples by dipping the pre-cleaned bottles supplied by the laboratory into the flow of the tap water.
- Two samples will be collected from each location. C&S will also collect a blind duplicate sample for quality assurance/quality control purposes at each location. One equipment blank will be collected.
- The tap water samples will be analyzed for low-level mercury using USEPA Method 1631E.
- The analytical results will be forwarded to Phillips Lytle immediately up receipt. C&S will provide a letter report that summarizes the sampling activities and results.

SCHEDULE

C&S understands that time is of the essence and anticipates completing the field program within three business days of receipt of notice to proceed. Sample results will be based on the turnaround time selected by Phillips Lytle, as detailed in the Proposed Fee section below.

PROPOSED FEE

C&S will perform the services described above on a lump sum basis. The fee is broken down to illustrate the sum of subconsultant / subcontractor fees.

▪ Laboratory Subconsultant	\$ 1,250
▪ C&S Labor and Expenses	\$ 1,200
▪ Letter Report	\$ 1,250
Total Fee	\$ 3,700

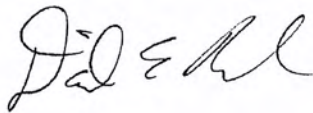
This fee is based on a sample turnaround of ten days. Should Phillips Lytle request expedited sampling the following additional costs for laboratory analysis would apply:

- Five-day: +\$400
- Three-day: +\$650
- Two-day: +\$1,000

Thank you for the opportunity to provide this proposal for services. Should you have any questions regarding this proposal or require additional information, please feel free to contact me at your earliest convenience.

Sincerely,

C&S ENGINEERS, INC.



Daniel E. Riker, P.G.
Department Manager – Environmental Services

The terms and conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters are set forth in Terms and Conditions (Environmental Investigation and Remediation Monitoring Services), attached hereto as Exhibit A. This proposal, together with attached Exhibit A, constitutes the entire agreement between us in respect to the project and may only be modified in writing and if executed by both parties. If this proposal, together with its governing terms and conditions, description of services to be rendered, and fee set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return one copy to the undersigned. A signature below will serve as notice to proceed and constitutes acceptance of this proposal which, together with attached Exhibit A, constitutes an Agreement between C&S Engineers, Inc. (ENGINEER) and Phillips Lytle LLP (CLIENT). This proposal will remain open for acceptance for 30 calendar days from the date of the proposal unless modified by us in writing.

ACCEPTED THIS DAY OF _____ 2022

By:

Authorized Representative's Signature

Title

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