



Meeting Agenda – Audit and Finance Committee
 Genesee County Economic Development Center
 Tuesday, March 1, 2022 – 8:30 a.m.
 Location: Electronically

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session 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.	M. Gray	
2-4	2. Chairman's Report & Activities 2a. Agenda Additions / Other Business 2b. Minutes: February 1, 2022	M. Gray	Vote
5	3. Discussions / Official Recommendations to the Board: 3a. Allowance for Doubtful Accounts	L. Farrell	Disc / Vote
6	3b. Investment Report	L. Farrell	Disc / Vote
7-36	3c. Procurement Report	L. Farrell	Disc / Vote
	3d. STAMP Cost Per Acre	L. Farrell	Discussion
37-38	3e. Park Strategies Contract	J. Krencik / F. Hiffa	Disc / Vote
39-48	3f. Purchase & Sale for Apple Tree Acres Property	M. Masse	Disc / Vote
	4. Adjournment	M. Gray	Vote



GCEDC Audit & Finance Committee Meeting
Tuesday, February 1, 2022
Location: Electronically

8:30 a.m.

MINUTES

ATTENDANCE

Committee Members: T. Bender, M. Gray, P. Zelif, P. Battaglia
Staff: L. Farrell, L. Casey, M. Masse, J. Krencik, S. Hyde, P. Kennett
Guests: D. Cunningham (GGLDC Board Member), T. Felton (GGLDC Board Member),
Susie Ott (Lawley), Reggie Dejean (Lawley) Caitlin Celis (Lawley)
Absent:

1. CALL TO ORDER / ENTER PUBLIC SESSION

P. Zelif called the meeting to order at 8:38 a.m. via conference call / video conference.

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

2. Chairman's Report & Activities

2a. Agenda Additions / Other Business – Nothing at this time.

2b. Minutes: January 11, 2022

P. Battaglia made a motion to approve the January 11, 2022 minutes; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia - Yes
M. Gray - Absent
T. Bender - Yes
P. Zelif - Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:

3a. 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

2b

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policy would be split between GCEDC and GGLDC (\$9,093/entity). Each entity has included \$5,850 in their 2022 budget for this expense.

Susie Ott, Reggie Dejean and Caitlin Celis left the meeting at 8:53 a.m.

T. Bender 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
M. Gray - Absent
T. Bender - Yes
P. Zeliff - Yes

The item was approved as presented.

3b. December 2021 Unaudited Financial Statements - L. Farrell reviewed with the Committee the significant items of the December 2021 unaudited long form financial statements and noted the following:

- There is not a lot of new activity since November financial statements were presented, except year-end journal entries and normal monthly activity.
- 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 working on an analysis for strategic investments for the GCEDC, just as we do for the GGLDC. Note: the land sale proceeds from Plug Power have already been committed/reserved to four contracts approved at the last meeting.
- Accounts payable is almost \$400,000. We are working on GURFs right now to use some of the imprest cash from ESD related to the \$33M and \$8M grants. There were many invoices included that covered work completed through December 2021.
- Accrued expenses decreased significantly related to the NYS retirement payment. This invoice was paid in December and came in higher than anticipated at 104% of budget.
- For expenditures we are at or under budget for most line items. There are only a couple line items that are over budget, including unemployment insurance and NYS retirement.
- On the STAMP fund, GURFs for the \$33M and \$8M were submitted and approved in December.
- Normal monthly activity on the income statements for all other funds.
- 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.

P. Battaglia made a motion to recommend to the full Board the approval of the December 2021 Unaudited Financial Statements as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia - Yes
M. Gray - Absent
T. Bender - Yes
P. Zeliff - Yes

The item was approved as presented.

M. Gray joined the meeting at 8:58 a.m.

3c. 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.

P. Battaglia made a motion to recommend to the full Board the approval of the Gas Feasibility Study to DDS Engineering and Surveying, LLC not to exceed \$6,500 as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia - Yes
M. Gray - Yes
T. Bender - Yes
P. Zeliff - Yes

The item was approved as presented.

4. ADJOURNMENT

As there was no further business, P. Zeliff made a motion to adjourn at 9:03 a.m., seconded by P. Battaglia and passed unanimously.

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
ANALYSIS OF ALLOWANCE FOR UNCOLLECTIBLE ACCOUNTS
FOR THE YEAR ENDED DECEMBER 31, 2021

Account	Name	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015	12/31/2016	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	Management's Collectability Percentage	Potential Amount Uncollectible
1740-03	Automotive Corp.	\$ 203,992.30	\$ 131,735.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	-
1747-02	Cue Stock	12,314.40	5,752.85	-	-	-	-	-	-	-	-	-	-	n/a	-
1748-02	Mary Obear	74,653.66	68,623.60	60,821.63	51,655.44	42,022.19	31,950.78	22,015.83	10,046.42	-	-	-	-	n/a	-
1749-02	GGLDC	187,133.33	187,133.33	187,133.33	187,133.33	121,913.33	121,913.33	-	-	-	-	-	-	n/a	-
1751-02	Rod & Staff	4,721.16	963.67	-	-	-	-	-	-	-	-	-	-	n/a	-
1754-02	Medex Billing	36,235.07	13,850.26	-	-	-	-	-	-	-	-	-	-	n/a	-
1755-02	Comfort Inn	49,651.91	29,050.25	7,437.65	-	-	-	-	-	-	-	-	-	n/a	-
1756-02	Vanderhoof Electric	82,625.27	64,831.92	44,931.72	24,507.91	3,546.69	-	-	-	-	-	-	-	n/a	-
1757-02	Jeffres Ag Service	100,000.00	81,013.31	61,532.97	41,546.14	21,039.65	-	-	-	-	-	-	-	n/a	-
1758-02	Yancey's Fancy 2009	87,404.93	66,467.06	46,609.88	26,230.23	5,314.33	-	-	-	-	-	-	-	n/a	-
1759-02	First Wave Tech	100,000.00	84,489.20	62,432.72	37,372.37	11,225.97	-	-	-	-	-	-	-	n/a	-
1760-02	Genesee Earth Movers	85,772.16	67,130.97	52,430.42	47,957.86	-	-	-	-	-	-	-	-	n/a	-
1762-02	M & M Meats	-	25,781.46	20,495.05	14,057.36	7,926.51	1,609.20	-	-	-	-	-	-	n/a	-
1763-03	Bruce Scofield	-	61,261.35	47,821.68	33,973.23	19,703.55	4,999.87	-	-	-	-	-	-	n/a	-
1764-03	George & Swede	-	87,516.22	69,938.74	48,533.23	28,147.99	7,142.73	-	-	-	-	-	-	n/a	-
1765-02	Liberti Valvo	-	46,765.82	40,149.99	33,333.24	26,902.85	19,683.15	12,243.88	4,578.32	-	-	-	-	n/a	-
1766-03	Batavia Hospitality	-	92,190.22	73,132.87	53,495.87	26,416.38	7,137.49	-	-	-	-	-	-	n/a	-
1767-03	Darienlake Hospitality	-	92,226.88	73,170.66	53,534.81	33,301.70	12,453.20	-	-	-	-	-	-	n/a	-
1768-03	Yancey's Fancy 2011	-	146,781.98	127,132.72	106,885.82	86,023.07	64,525.76	42,374.59	19,549.70	-	-	-	-	n/a	-
1769-02	Timothy M. Adams	-	25,000.00	20,692.49	15,856.48	10,873.40	5,738.73	447.89	-	-	-	-	-	n/a	-
1770-02	Batavia Enclosures	-	-	45,676.95	39,028.31	32,756.20	24,520.29	-	-	-	-	-	-	n/a	-
1771-02	Savage IO	-	-	100,000.00	79,586.28	66,690.64	45,177.96	37,027.80	34,019.01	-	-	-	-	n/a	-
1772-02	Alleghany Rd. Properties	-	-	100,000.00	81,180.20	61,787.98	43,494.03	-	-	-	-	-	-	n/a	-
1773-02	Pellegrino Auto Sales	-	-	-	73,925.24	67,362.72	-	-	-	-	-	-	-	n/a	-
1774-22	Cottonwood Farms	-	-	-	-	-	-	64,484.74	58,267.99	51,988.79	45,646.51	39,240.52	32,770.16	100.00%	-
1775-22	Sandvoss Farms	-	-	-	-	-	-	107,077.22	167,285.04	150,258.27	133,060.46	115,689.86	98,144.78	100.00%	-
1776-22	Junior's Maple	-	-	-	-	-	-	-	28,272.42	24,096.72	19,879.11	15,619.14	11,316.37	100.00%	-
1777-22	Sandvoss Farms	-	-	-	-	-	-	-	166,635.36	150,274.86	133,749.99	117,059.12	100,200.58	100.00%	-
1779-22	NY Craft Malt	-	-	-	-	-	-	-	-	76,331.24	65,864.64	53,370.74	-	100.00%	-
Remove Intercompany loan with GGLDC		(187,133.33)	(187,133.33)	(187,133.33)	(187,133.33)	(121,913.33)	(121,913.33)	-	-	-	-	-	-	\$	-
		<u>\$ 837,370.86</u>	<u>\$ 1,191,432.37</u>	<u>\$ 1,054,408.14</u>	<u>\$ 862,660.02</u>	<u>\$ 551,041.82</u>	<u>\$ 268,433.19</u>	<u>\$ 285,671.95</u>	<u>\$ 488,654.26</u>	<u>\$ 376,618.64</u>	<u>\$ 408,667.31</u>	<u>\$ 353,473.28</u>	<u>\$ 295,802.63</u>		<u>\$ -</u>
1810-02	Reserve for Bad Debts	\$ (55,942.30)	\$ (55,942.30)	\$ (55,942.30)	\$ (55,942.30)	\$ (46,447.80)	\$ (46,447.80)	\$ (56,447.80)	\$ (56,447.80)	\$ (47,428.79)	\$ (47,428.79)	\$ (47,428.79)	\$ (47,428.79)		
Percentage of loans receivable		6.68%	4.70%	5.31%	6.48%	8.43%	17.30%	19.76%	11.55%	12.59%	11.61%	13.42%	16.03%		

Note: Loans Receivable are recorded in GAIN! Loan Fund. Reserve for Bad Debts is recorded in GAIN! Loan Fund.

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.

3c



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	

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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

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



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	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: 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	United States
	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

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

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



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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

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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

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19.	Vendor Name	Harris Beach	Address Line1	99 Garmsey 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

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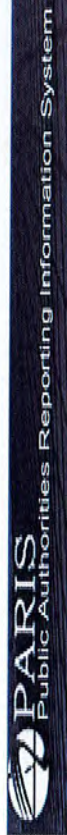
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21.	Vendor Name	Invest Buffalo Niagara	Address Line1	257 West Genesee Street
	Type of Procurement	Other	Address Line2	Suite 600
	Award Process	Non Contract Procurement/Purchase Order	City	BUFFALO
	Award Date		State	NY
	End Date		Postal Code	14202
	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

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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

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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	
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	
Amount Expended For Fiscal Year	\$326.87	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	VOIP

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27.	Vendor Name	Loewke Brill	Address Line1	491 Elm Grove 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	
	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 Elm Grove 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	
	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

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29.	Vendor Name	Loewke Brill	Address Line1	491 Elm Grove 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	United States
	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 Elm Grove 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	United States
	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

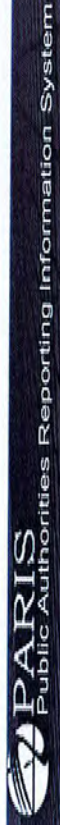
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31. Vendor Name	Morsch Pipeline Inc.	Address Line1	3929 South Avon Road
Type of Procurement	Design and Construction/Maintenance	Address Line2	
Award Process	Authority Contract - Competitive Bid	City	AVON
Award Date	3/26/2020	State	NY
End Date		Postal Code	14414
Fair Market Value		Plus 4	
Amount	\$2,220,743.00	Province/Region	
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	
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

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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

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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

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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)



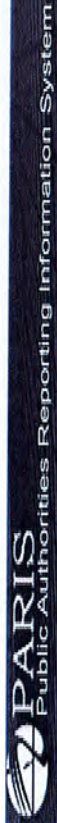
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39.	Vendor Name	Phillips Lytle LLP	Address Line1	101 Park Avenue
	Type of Procurement	Other	Address Line2	Suite 2506
	Award Process	Non Contract Procurement/Purchase Order	City	NEW YORK
	Award Date		State	NY
	End Date		Postal Code	10178
	Fair Market 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 Substiation; Includes 7/1/21 Contract Amendment



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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

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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 USFW Refuge

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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



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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



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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
	End Date		Postal Code	14125
	Fair Market Value	\$96,750.00	Plus 4	
	Amount	\$96,750.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$15,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		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

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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	
	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	
	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

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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	
	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	
	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

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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	United States
	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	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Public Relations / GCEDC Marketing - 2021

3c

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	United States
	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

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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

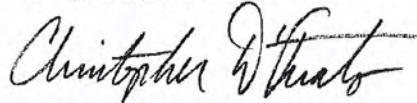
Dear Mr. Hyde:

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)

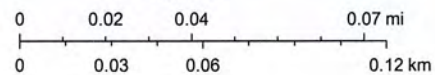
2021Tax Parcels

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

3f

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