



Meeting Agenda – Audit and Finance Committee
 Genesee County Economic Development Center
 Tuesday, March 2, 2021 – 9:00 a.m.
 Location: Electronically

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.	M. Gray	
2-28	Presentation: Pyramid Brokerage	C. Suozzi	
	2. Chairman's Report & Activities 2a. Agenda Additions / Other Business 29-32 2b. Minutes: February 2, 2021	M. Gray	Vote
	3. Discussions / Official Recommendations to the Board:		
33-36	3a. Pyramid Brokerage Agreement for Apple Tree Acres	M. Masse	Disc / Vote
37	3b. Allowance for Doubtful Accounts	L. Farrell	Disc / Vote
38	3c. Investment Report	L. Farrell	Disc / Vote
39-63	3d. Procurement Report	L. Farrell	Disc / Vote
64-66	3e. Park Strategies Contract	J. Krencik	Disc / Vote
	4. Adjournment	M. Gray	Vote

Presentation for Representation Services

Prepared for:



CONTENTS

EXECUTIVE SUMMARY	01
ASSET OVERVIEW	02
MARKETING PROGRAM	03
ABOUT C&W PYRAMID BROKERAGE CO.	04
COMPENSATION	05

*Independently Owned and Operated / A Member of the
Cushman & Wakefield Alliance*

Cushman & Wakefield Copyright 2020. No warranty or representation, express or implied, is made to the accuracy or completeness of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions imposed by the property owner(s). As applicable, we make no representation as to the condition of the property (or properties) in question.



01

EXECUTIVE SUMMARY

01

EXECUTIVE SUMMARY

Value Proposition

CUSHMAN & WAKEFIELD/PYRAMID BROKERAGE COMPANY

Cushman & Wakefield/Pyramid Brokerage Company is pleased to present the following proposal to Genesee County Economic Development Center for the disposition of 3.7 acres on Buffalo Road in Bergen, NY.

Our goal is to understand our clients, become a fixture in their commercial real estate plan and assist them over the long term to meet the real estate component of their strategic business goals. To that end, Pyramid's expertise, information and resources are at your immediate disposal.

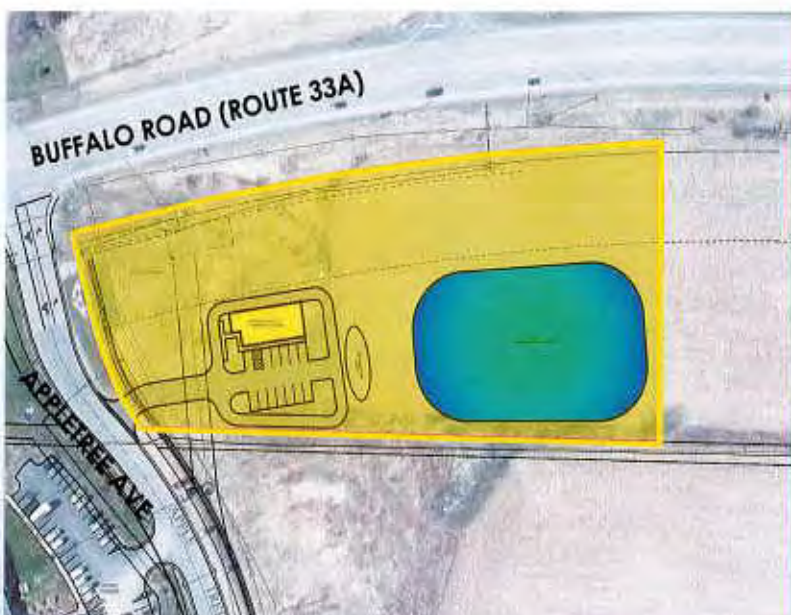
The Cushman & Wakefield/Pyramid Brokerage Company Team will manage the challenges, mitigate the risks, and maximize the opportunities to deliver the following benefits:

More Knowledge. More Experience,

Since 1971, Pyramid Brokerage has been helping tenants and buyers make the best choice for locating their businesses. From local family-owned companies, to Fortune 500 companies. As a result, we've developed a best-in-class process that not only saves you time, but ensures that all opportunities are found and that all expectations are met. We use our knowledge and experience to help you understand a complicated process, acting as a seamless extension of your company.

Differentiation in the Market.

As your exclusive representative, we'll comprehensively analyze your overall business goals and assess specific location needs. With access to high quality market data and upstate New York's largest property and listing database, we can uncover all the potential options and then work closely with you to make the best real estate decision. We look forward to your feedback, recommendations and collaboration to create the most successful outcome for Genesee County Economic Development Center.



02

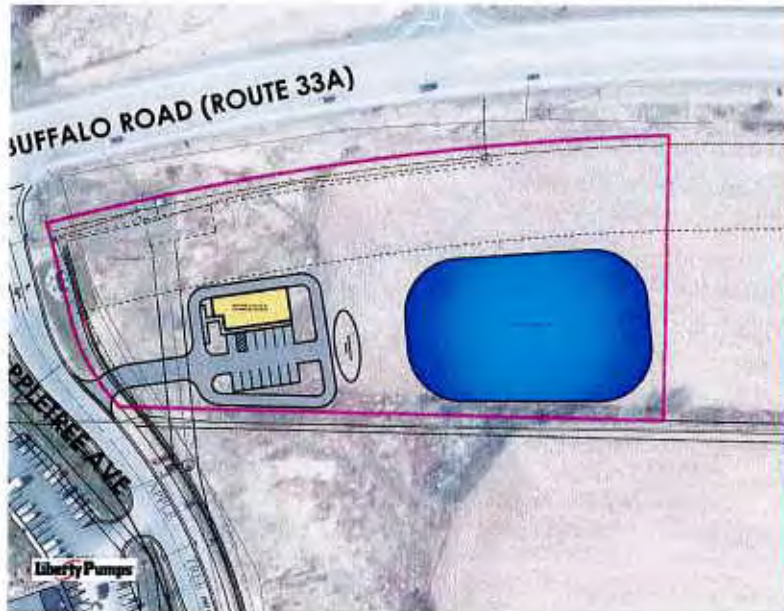
ASSET OVERVIEW

02

ASSET OVERVIEW

Apple Tree Acres Business Park

Buffalo Road, Bergen NY



ACREAGE:

3.7 ±

TAX ID:

13.-1-59.211

COMMENTS:

The purpose of this request is to market the GCEDC parcel of land in the Apple Tree Acres Business Park. The property is 3.7 acres of vacant land in Bergen.

With the expansion of Liberty Pumps and addition of Hank Parker's, the increased business development in this area over the past few years has resulted in the need for more services oriented businesses. This parcel of land is appealing to restaurants given the proximity to 490 & I-90 interchange.

STRENGTHS

- Great visibility
- Proximity to major highways
- Ideal for drive-thru restaurants (QSR)
- Potential to subdivide

CHALLENGES

- Challenging lot size
- Lot size larger than usually needed for QSR
- Limited 3 mile radius population – 3,315

02

ASSET OVERVIEW

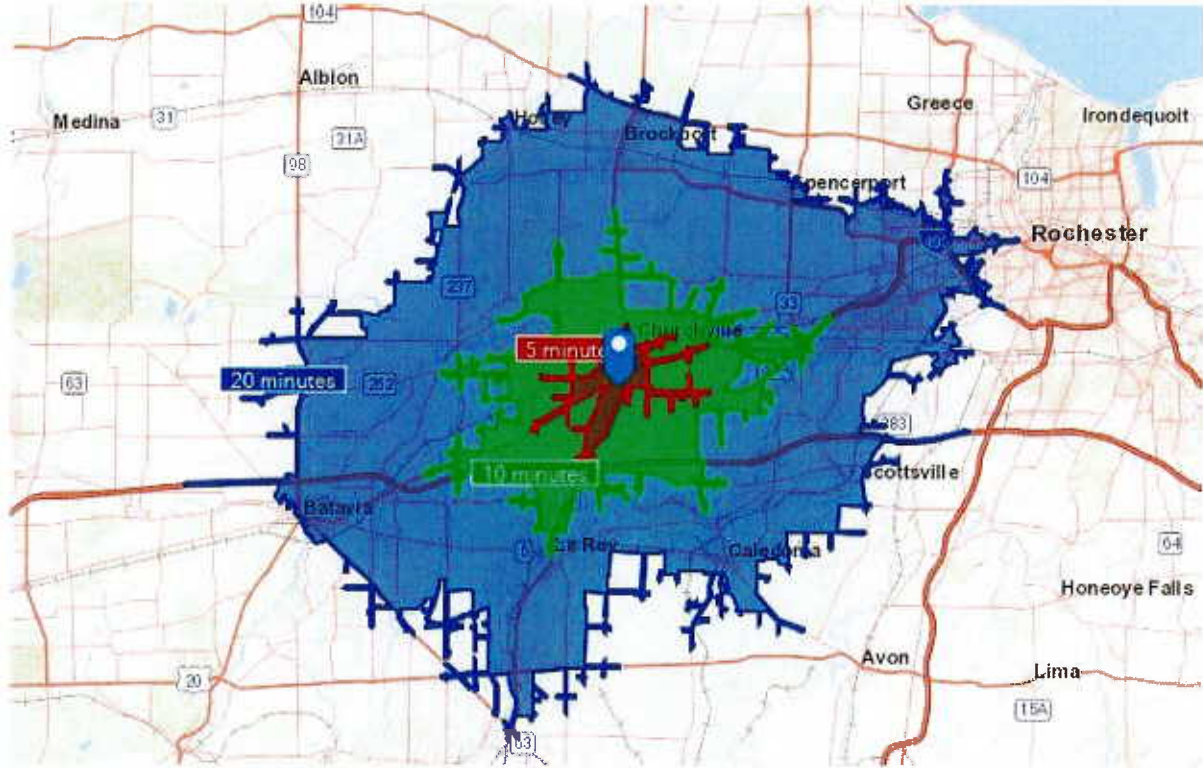
Property Aerial



02

ASSET OVERVIEW

Drive Times & Traffic Counts



Apple Tree Business Park is located on Buffalo Road, in the Town of Bergen, less than 5 miles from the New York State Thruway (I-90) and Interstate 490.

Area Traffic Counts:

NY 33 – Chili Avenue Traffic Volume 6,808 AADT – 2019

I-490 Traffic Volume 14,666 AADT - 2019

Travel Time to Local Destinations

- 20-minute travel time to Downtown Rochester
- 7-minute travel time to NYS Thruway I-90 (Exit 47)

02

LOCATION DETAILS

Demographic Summary



Population



Average Household Size



Median Age



Total Employees

Total Businesses



02

RECOMMEND PRICING

In summary, as we have reviewed comparable properties that have sold in the area of the subject property, as well as active listings for sale, and local market conditions, our recommended pricing is:

RECOMMENDED SALE PRICE RANGE

\$350,000

03

MARKETING PROGRAM

03

MARKETING PROGRAM

Objectives

OVERVIEW

We will ensure that the property's positioning and branding is consistent with GCEDC objective and the unique selling characteristics of the property.

We will reach our segmented target audience with sufficient frequency to ensure a lasting impression and immediate recall.

We will leverage the properties marketable assets to all buyers.

As part of the awareness campaign, we will explore the value and benefits of professional and social media, using venues such as Twitter, Linked-In and YouTube, and managing regularly scheduled communications to attract followers and disseminate compelling information.

AWARENESS

The first step in getting our message out will be an awareness campaign that ensures maximum exposure of the opportunity.

We believe that in order to underscore the idea that this is an opportunity that will appeal to buyers, our marketing materials should be produced and delivered using today's technology, such as virtual tours that can be pushed or accessed through iPads and smart phones.

VISUALS

The following deliverables should be produced or updated to assist both brokers and potential buyers in visualizing how the opportunity could meet their needs:

- Location maps/surveys/aerials
- Inventory of existing and nearby amenities, including parking, transportation, parks and restaurants



03

MARKETING PROGRAM

Marketing Plan Elements

Cushman & Wakefield/Pyramid Brokerage Company provides the most effective use of a variety of media available to promote properties, choosing and using technology that is most effective each assignment's target audience. Depicting the name and vision for the Property, marketing materials may include traditional hard copy materials and electronic collateral.

Our immediate steps will include implementation of the following:

- Property Signs
- Flyer and Offering Memorandum Created
- Email Blasts and Target Mailing
- Internet Marketing
- Canvassing Program
- Reporting

FLYER AND OFFERING MEMORANDUM

Informational full-color flyer created for each exclusive listing used for:

- Prospecting
- Available for download on website
- Broadcast/Targeted mailings

An *Offering Memorandum* package will be created that highlights the unique attributes, location and accessibility of the property and communicates the positioning and specifics of the property offering.



8,000+ Total Square Feet Available - Available

Property Highlights

- 100% new space built outside of the manufacturing district
- 4000 sq ft of office space
- 10-15' high ceilings
- 10' loading height
- 100' overhang
- 10' high bays in center area for easy loading



03

MARKETING PROGRAM

Marketing Plan Elements

EMAIL BLASTS AND TARGET MARKETING

A series of communications is a key component of a successful marketing campaign. An email campaign builds excitement about a property and provides reminders of the property to a targeted audience of brokers and potential purchasers. Each one of the series will feature various amenities and strengths of the building.

Using the most current commercially available and proprietary mailing lists, your listing is regularly broadcast via post or e-mail to various groups and individuals including:

- Industry targeted mailings
- Area commercial real estate firms
- Economic development officials
- All Cushman & Wakefield/Pyramid Brokerage Company offices
- Cushman & Wakefield and affiliates in offices worldwide

INTERNET MARKETING

Cushman & Wakefield/Pyramid Brokerage Company maintains a broad online presence with one goal – to promote your property listings. Starting with our website, pyramidbrokerage.com, we prominently display your property and provide ways to share your information with interested parties. With over 16,000 visitors a month that include developers, investors and other brokerage firms, it's the most heavily trafficked brokerage site in upstate New York.

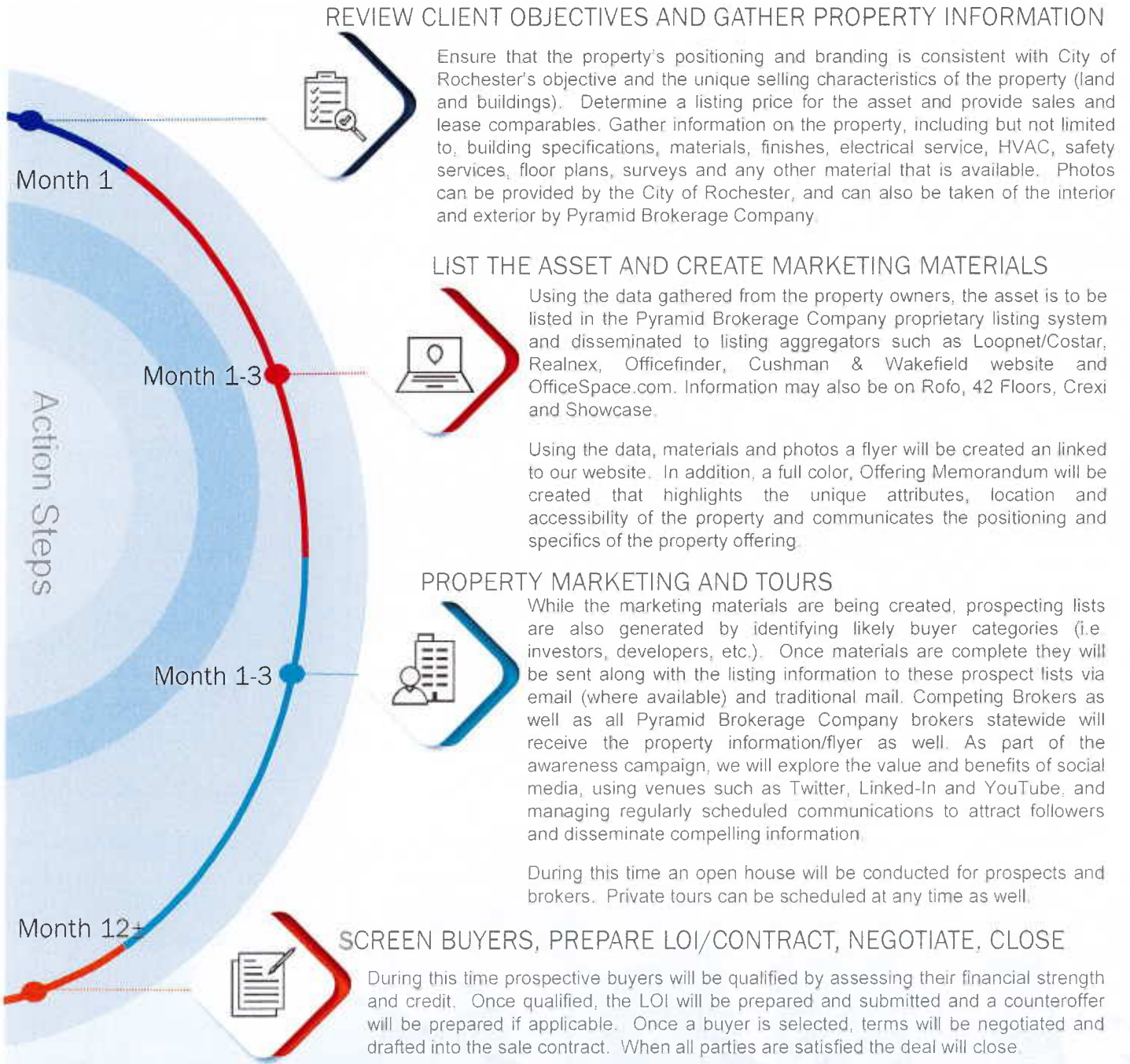
Based on your specific needs, your exclusive listing may appear on Loopnet, Costar, Realnex, Rofo or other venues that have proven to be most effective. Giving you even more exposure, your listings also appear on Cushman & Wakefield's global website. These highly trafficked sites are visited each day by commercial real estate professionals which include investors, developers, appraisers and mortgage brokers.



03

MARKETING PROGRAM

Marketing Timeline Overview



17



04

**ABOUT CUSHMAN & WAKEFIELD |
PYRAMID BROKERAGE COMPANY**

04

CUSHMAN & WAKEFIELD/PYRAMID BROKERAGE COMPANY

Company Profile



YEAR FOUNDED:

1971

OF PROFESSIONALS:

125

COVERAGE:

All of Upstate New York and
Northern Pennsylvania

OFFICES

10, in all major cities in
Upstate New York
including:

- Albany
- Binghamton
- Buffalo
- Corning
- Ithaca
- Hudson Valley
- Rochester
- Syracuse
- Utica
- Watertown

PROPERTY TYPE EXPERTISE:

- Office
- Industrial
- Retail
- Investment
- Multi-family
- Hotels
- Specialty

CORE SERVICES:

- Tenant Representation
- Acquisition/Disposition
Services
- Transaction Management
- Advisory Services
- Investment Strategies
- Capital and Financial Solutions
- Property Management and
Receivership Services
- Impaired Asset Services
- Marketing & Research
Services

AFFILIATIONS

Cushman & Wakefield/Pyramid
Brokerage Company is proud to be an
individual or corporate member of the
following professional organizations:

- Society of Industrial and Office
Realtors (SIOR)
- Certified Commercial Investment
Member (CCIM)
- National Association of Realtors
- National Association of Industrial and
Office Properties
- The Counselors of Real Estate (CRE)
- International Council of Shopping
Centers
- New York State Commercial
Association of Realtors

Representative Results 2015 to 2020:

4,530 transactions; 87 million SF; \$3 billion total value

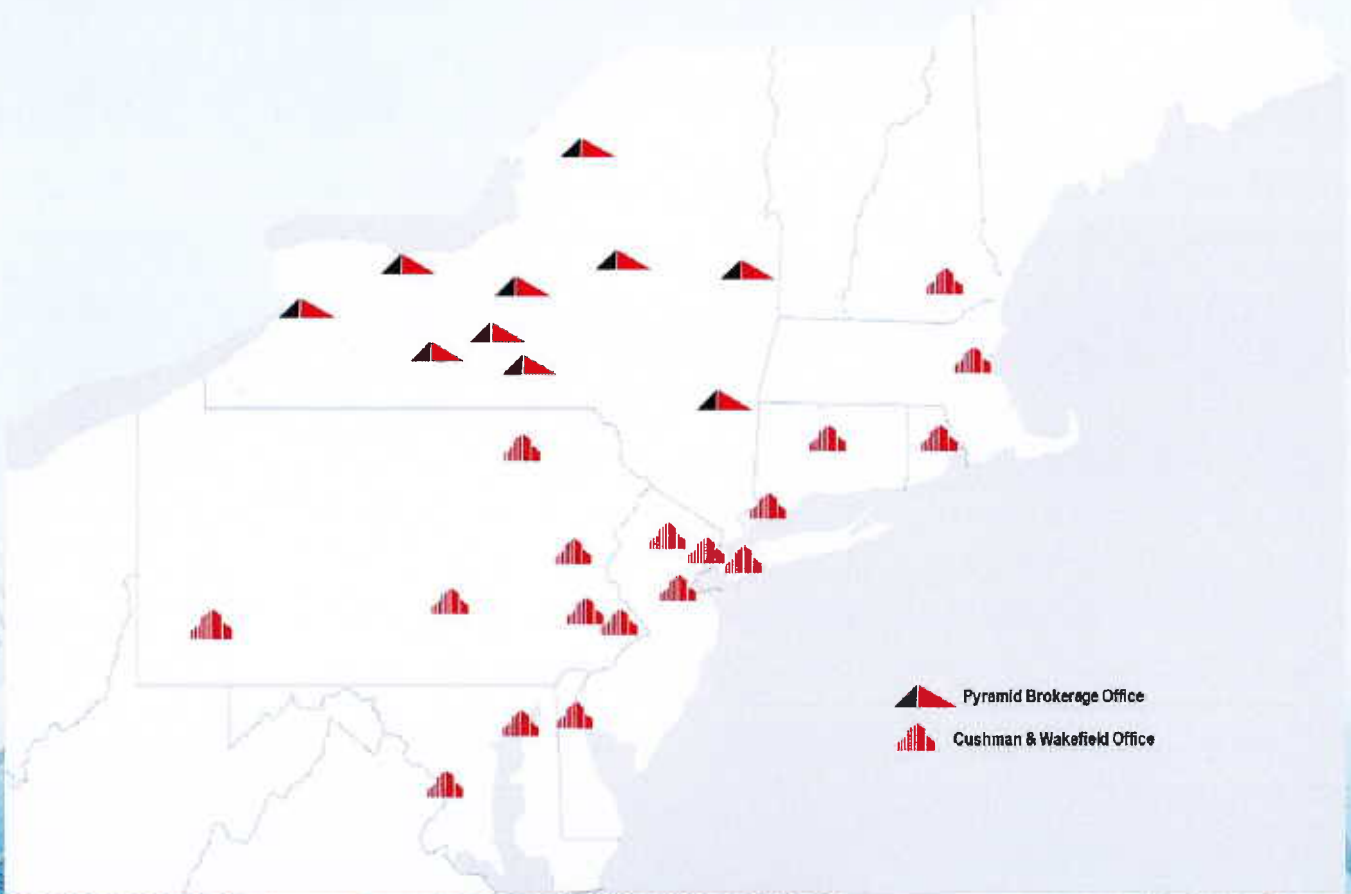
04

CUSHMAN & WAKEFIELD/PYRAMID BROKERAGE COMPANY

We are where you are...

Location is everything...Your business location isn't just a point on a map. It's a strategic choice. Not only does it affect your current clients, customers and employees but your future ones. You've heard it before – location is everything. And it's true.

No matter where you are or where you want to be, we can help you...



04

CUSHMAN & WAKEFIELD/PYRAMID BROKERAGE COMPANY

The Cushman & Wakefield Alliance

The Cushman & Wakefield Alliance is a fully integrated extension of the C&W global platform. It consists of specially-selected independent firms, who provide clients with extended geographic reach through elite commercial real estate professionals and high quality, comprehensive services.

Operating as a unified team, C&W and the Alliance firms integrate the strength of local talent, relationships, and market intelligence with the full capacity of C&W's resources and platform.

Alliance Value Add:

- Commits to their respective connectivity and markets, relationships and community.
- Utilizes an entrepreneurial approach in responding to client needs.
- Leverages C&W platform to advance and support local relationships, talent and market knowledge.

Cushman & Wakefield Value Add:

- Delivers an exceptional suite of specialized services and systems.
- Provides a deep brokerage bench and broad geographic reach.
- Enables multi-market clients to gain savings and efficiencies via single provider service structure.

Client Advantage:

- *Confidence* – that we'll deliver meaningful value by providing the most creative and innovative services
- *Consistency* – in our business approach by putting client's needs first and delivering what we promise
- *Culture* – mutual cultures that value integrity, respect, collaboration and trust



**400+ OFFICES
IN 70 COUNTRIES**

04

CUSHMAN & WAKEFIELD/PYRAMID BROKERAGE COMPANY

Pyramid Total Services Platform



Brokerage Services

- Seller/Landlord Representation
- Tenant/Buyer Representation
- Site Acquisition
- Consulting
- Lease Administration
- Project Management

Advisory Services

- Acquisition/Disposition
- Consulting
- Corporate and Property Studies
- Financial Analysis
- Lease vs. Own Analysis
- Operating Expense Audits
- Opinions of Value
- Sale Leasebacks
- Site/Facility Search

Capital Group

- Debt and Structured Payment Placement
- Lease Review and Evaluation
- Loan Workouts
- Portfolio Analysis
- Traditional Real Estate Finance

Investment Properties Group

Pyramid's Investment Group provides clients with detailed market intelligence in the following investment categories:

- Multi-Housing
- Student Housing
- Senior Housing
- Net-Leased Properties
- Sale-Lease Back Properties
- Portfolio Services
- Hotel/Hospitality
- 1031 Exchange Services
- Self Storage

Impaired Assets

- Disposition of remediated or environmentally impaired properties
- Redevelopment and leasing strategies for Brownfield properties
- Property acquisition to meet remedial requirements
- Market analysis and valuation
- Financing

Marketing & Research

- Annual Market Research
- Survey of Local Markets
- Comparable Sale and Lease Analysis
- GIS/Mapping Services
- Demographic Research
- Economic and Government Research and Regulations
- Financial Analysis and Presentation
- Labor, Taxation and Assessment Research
- Site Search/Market Analysis
- Utility and Expense Research

Property Management

- Asset Management
- Financial Budgeting and Reporting
- Service Contract Evaluation/Negotiation
- Complete Brokerage Services
- Financial Analysis
- Construction Management
- Tax Certiorari
- Receivership

Receivership Services

- Court Appointed Receivers in all major Upstate NY markets
- Familiarity with specific needs of lenders and special servicers
- Provide a single point of contact through the foreclosure and disposition process.

04

COMPARABLE PROPERTIES

Land that has been sold



Address: **White Springs Lane
Geneva, NY**

Acres.: 1.75

Sale Price: \$50,000

Price/Acre: \$29K/Acre

Sale Date 5/8/2017



Address: **362 Route 31
Macedon, NY**

Acres.: 2.93

Sale Price: \$400,000

Price/Acre: \$137K/Acre

Sale Date 3/10/2020



Address: **1106 Main Street
Pembroke, NY**

Acres.: 2.30

Sale Price: \$286,500

Price/Acre: \$125K/Acre

Sale Date 6/6/2017



Address: **1221 Lee Road
Greece, NY**

Acres.: 5.50

Sale Price: \$550,000

Price/Acre: \$100K/Acre

Sale Date 2/14/2018



Address: **212 State Route 318
Phelps, NY**

Acres.: 13.80

Sale Price: \$1,000,000

Price/Acre: \$72K/Acre

Sale Date 11/17/2020



Address: **Route 414
Tyre, NY**

Acres.: 15.21

Sale Price: \$1,845,000

Price/Acre: \$121K/Acre

Sale Date 11/17/2020

04

YOUR PROJECT TEAM

Multiple Disciplines. One Team.

Team/Resources:

Cushman & Wakefield / Pyramid Brokerage Company assembles the most appropriate experts for each assignment, including specialists from our full range of in-house and alliance resources. We “field the best team.”

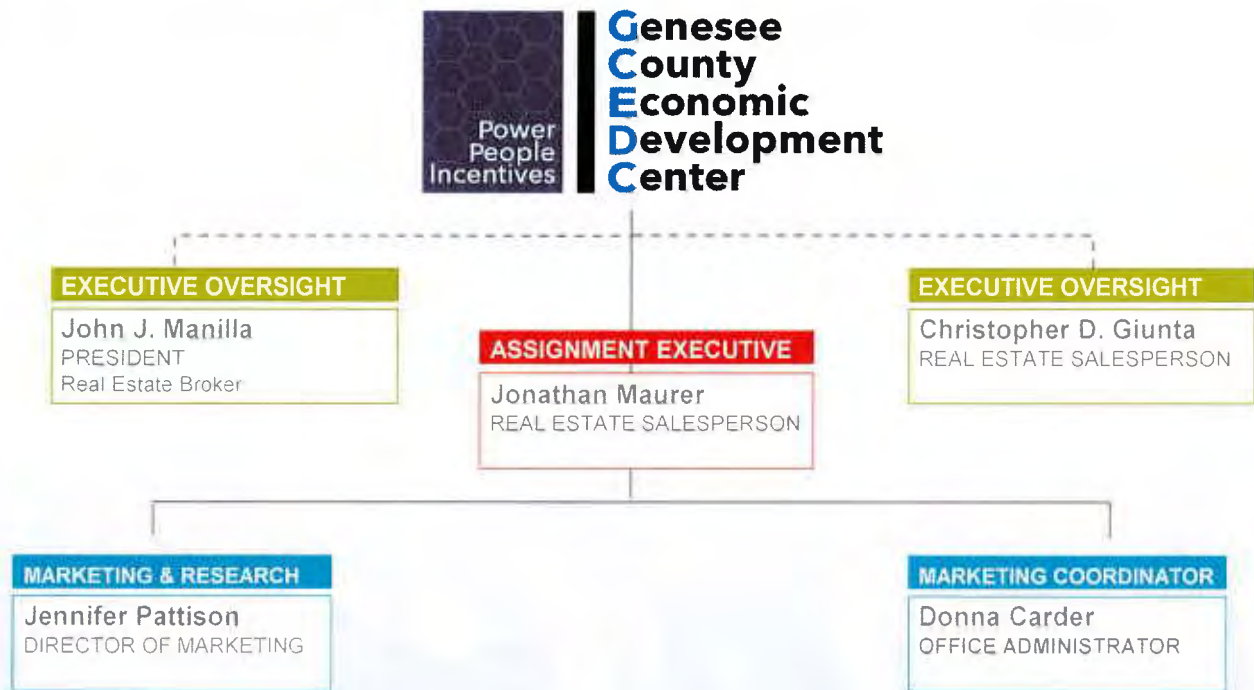
The ability to integrate any required service from our own resources is a substantial advantage that sets Cushman & Wakefield / Pyramid Brokerage Company apart from other real estate firms.

A major strength that distinguishes your project team is their focus on results. The

team will fully analyze all the conditions and considerations to determine the best acquisition strategy.

These considerations include maximizing value, time, cost and capital use. The team's analysis is the basis for the strategies that will drive the process. This ability to develop the best strategy for a specific client is the result of experience and expertise, as is the know-how to negotiate the best terms.

It is a clear advantage for GCEDC and enables you to make the best real estate decisions.



YOUR PROJECT TEAM

Multiple Disciplines. One Team.



John J. Manilla
President
Real Estate Broker

DD: 585 248 9426
Mob: 585 267 6097
E: jmanilla@pyramidbrokerage.com

John specializes in providing commercial real estate services to major corporations and institutions. He has a very strong background in the Tenant Representation of retail and office users on a local and regional basis. Over the course of John's 36-year brokerage career, he has been involved in over 5,350 transactions with an aggregate transaction value of over \$2.6 Billion Dollars

John has personally completed over 600 transactions to date totaling over 10,000,000 Square Feet at over \$527 Million in leasing and sales volume.



Christopher D. Giunta
Real Estate Salesperson

DD: 585 248 9426
Mob: 585 503 8553
E: cgiunta@pyramidbrokerage.com

Chris specializes in providing commercial real estate services for local, regional, and national investors. In addition to his brokerage activities, Chris is also part of the Expanded Management Team for Pyramid Brokerage Company and is directly responsible for oversight of new agents' training and mentorship. Chris is the Team Leader for the Pyramid Investment Council state-wide

To date Chris' transaction volume exceeds \$350 Million. Chris is a past member of the Chairperson's Club, an honorary distinction composed of the top 5 salespersons within the Pyramid organization for a given year. He has won the Deal of the Year award in 2009, 2011, 2015, 2017, and 2019, and Rainmaker Awards every year since 2014.



Jonathan Maurer
Real Estate Salesperson

DD: 585 248 9426
Mob: 585 899 9771
E: jmaurer@pyramidbrokerage.com

Jon is a commercial real estate salesperson with Pyramid Brokerage Company. Jon specializes in providing commercial real estate services for retail and restaurant clients across the state. He brings over 20 years of client relations and business development experience. Jon's restaurant background provides him with a network of relationships across the US and makes him a valuable resource for all your real estate needs. He has a passion for exceeding clients' expectations and strives to learn about clients' business goals and how to assist them in their success



05

COMPENSATION

05

COMPENSATION

Like any critical business decision, the decision you make in selecting a real estate services firm will have long-term effects on your organization.

Cushman & Wakefield / Pyramid Brokerage Company understands the difficulty in evaluating seemingly comparable firms, as well as the need for an economical choice.

In this proposal, we have demonstrated how we, Cushman & Wakefield / Pyramid Brokerage Company will achieve specific results through a superior strategic approach, accomplished and knowledgeable team, experience with similar assignments, and advanced market knowledge.

Our promise is to provide the greatest economic value to GCEDC.

As is customary in the local marketplace, the C&W/Pyramid Brokerage Company Team would look for compensation in the amount of ten percent (10%) of the aggregate value of the sale transaction.



www.pyramidbrokerage.com

Prepared by:

JONATHAN MAURER
Real Estate Salesperson
(585) 248 9426
370 Woodcliff Drive
Fairport, NY 14450
jmaurer@pyramidbrokerage.com



CUSHMAN &
WAKEFIELD



Pyramid Brokerage
Company

GCEDC Audit & Finance Committee Meeting

Tuesday, February 2, 2021

Locations: Electronically

8:30 a.m.



MINUTES

ATTENDANCE

Committee Members: M. Gray, P. Battaglia, P. Zeliff, T. Bender
Staff: L. Farrell, M. Masse, L. Casey, P. Kennett, J. Krencik, S. Hyde, C. Suozzi
Guests: D. Cunningham (GGLDC Board Member), C. Klotzbach (GCEDC Board Member), J. Teresi (Tompkins), T. Spezzano, (Tompkins), D. Boyce (Tompkins), R. Dejean (Lawley), S. Ott (Lawley), B. Fritts (Lawley)
Absent:

1. CALL TO ORDER / ENTER PUBLIC SESSION

M. Gray called the meeting to order at 8:33 a.m. via conference call / video conference.

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference / video conference call instead of a public meeting open for the public to attend in person.

2. Presentations / Discussions:

J. Teresi, T. Spezzano, and D. Boyce from Tompkins Insurance joined the meeting at 8:34 a.m. to discuss the results of going out to bid for 2021 general liability insurance. All three guests left the meeting at 8:44 a.m.

2a. General Liability Insurance – The Board previously approved extending insurance coverage with Selective Insurance through the end of February 2021 while Tompkins worked on obtaining alternative insurance proposals. Tompkins went out to bid for the Agency’s 2021 insurance renewal. Other markets were explored as listed in the Board packet materials, but they were unable to find another carrier that was able to meet the GCEDC’s needs at an affordable rate. The total premium proposed by Selective is within the amounts included in the EDC and LDC budgets.

T. Bender made a motion to recommend to the full Board the approval of general liability insurance with Selective as presented; the motion was seconded by P. Zeliff. Roll call resulted as follows:

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

The item was approved as presented.

R. Dejean, S. Ott and B. Fritts from Lawley Insurance joined the meeting at 8:45 a.m. to discuss the renewal of D & O Insurance as well as a proposal for a Cyber Liability policy. All three guests left the meeting at 9:11 a.m.

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

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

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

P. Battaglia made a motion to recommend to the full Board the renewal of D & O insurance with Travelers as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:

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

The item was approved as presented.

2c. Cyber Insurance – Lawley Insurance has provided us with a proposal for a Cyber Liability policy. The benefits of having this insurance in place specific to the Agency’s potential exposure was discussed in detail by reviewing each line-item of coverage for the proposed \$1M policy maximum. Coverage is outlined on page 19 of the Board packet materials.

This agenda item was tabled until next month to obtain more information.

3a. Enter Executive Session

P. Zelif made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 9:15 a.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 P. Battaglia and approved by all members present.

3b. Enter Public Session

T. Bender made a motion to enter back into public session at 9:37 a.m., seconded by P. Zelif and approved by all members present.

2b

30

4. Chairman's Report & Activities

4a. Agenda Additions / Deletions / Other Business – Nothing at this time.

4b. Minutes: January 5, 2021

T. Bender made a motion to approve the January 5, 2021 minutes; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

5. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:

5a. \$33M STAMP Grant Review YTD – The status of the \$33M ESD Grant has been provided in the packet for the Committee to review and track progress. There have been no changes since the last Board meeting. The next GURF is in process. The balance of the grant funds is \$19.6M at year-end.

5b. \$8M STAMP Grant Review YTD – The status of the \$8M ESD Grant has been provided in the packet for the Committee to review and track progress. There have been no changes since the last Board meeting. The next GURF is in process. The balance of the grant funds is \$4.2M at year-end. L. Farrell also noted that at the last Board meeting she had shared that she requested the balance of grant funds (\$4M) to be released. The Comptroller's office approved the release of \$2M on 1/4/2021 after an audit of previous GURF documentation had been completed. We are still waiting to receive these funds into the imprest account.

5c. December 2020 Unaudited Financial Statements - L. Farrell reviewed with the Committee the significant items of the December 2020 long form financial statements and noted the following:

- On Line 11, there is a cash balance of \$215,000 related to the \$8M grant. We are waiting to receive approximately \$2M into the imprest account.
- On Line 15, on Real Estate Development, \$50,000 is related to the LeRoy Park. We cannot draw down until a much larger amount of money is spent. On STAMP, we are working on draws to receive reimbursements of \$33,000 from National Grid.
- On Line 18, there is a balance of \$26,000 for pre-paid expenses. In December, the annual New York State Retirement invoice was paid. This payment covers through March 31, 2021.
- Accounts payable increased. There is \$98,000 in payables so far. This will likely increase as we have not received all invoices for December yet.
- On the operating fund, we closed on three solar projects, including Townline Batavia Solar and both Knapp Solar projects. We received \$169,000 in origination fee revenue into the EDC. On the LDC side, we received \$75,000 related to these projects. Each solar project paid \$25,000 to the LDC to support workforce development initiatives and/or the overall economic development program.
- Revenues are over budget, while most operating expenses are under budget. We anticipated receiving \$375,000 in origination fee revenue but received \$737,000 in 2020. We are in a

strong financial position going into 2021 as this increased revenue is coupled with decreased expenditures for payroll, travel and conferences and meetings.

- 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 2020 Unaudited Financial Statements; the motion was seconded by T. Bender. Roll call resulted as follows:

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

5d. Change Order for Corfu WWTF Expansion – In December of 2019, the GGLDC accepted the bid received from STC Construction for a Base Bid amount of \$4,861,000 and authorizing Change Order No. 1 with a deduct amount of \$500,000.

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

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

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

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

P. Zeliff made a motion to recommend to the full Board the approval of the change orders for STC Construction, Inc and Concord Electric as presented with no additional commitment of funds; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

4. ADJOURNMENT

As there was no further business, P. Battaglia made a motion to adjourn at 9:48 a.m., seconded by T. Bender and passed unanimously.

2b

32



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

EXCLUSIVE AUTHORIZATION TO LEASE OR SELL/EXCHANGE VACANT LAND

The undersigned, **GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, with an address 99 MedTech Drive, Suite 106, Batavia, NY 14020 ("Owner"), hereby grants the undersigned **Pyramid Brokerage Company of Rochester, Inc.** ("Broker") the EXCLUSIVE AUTHORIZATION AND RIGHT, for a period commencing this date and terminating at midnight of April 30, 2022 to sell or lease the real property ("Property") situate in the Town of Bergen, County of Genesee, State of New York:

known as: Apple Tree Acres
 consisting of: 3.77± Acres
 Tax ID#: 13-1-59.211

Together with the following personal property: none, at a sale price of: Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00) and/or at a rental rate of _____ per _____ for a period of _____ or at such other lease or sale price and terms as are acceptable to Owner.

Owner shall pay to Broker a fee or commission of six percent (6%) of the aggregate gross rents payable under such lease or ten percent (10%) of the purchase price, IF:

1. During the term hereof Broker procures a purchaser or tenant on the terms specified herein or on any other terms acceptable to Owner; or
2. During the term hereof the Property is rented, leased, sold, exchanged, or otherwise transferred by Owner regardless of whether the purchaser or tenant was found by Broker, owner or through any other person or source; or
3. A lease or an agreement of sale, exchange or other transfer of all or any part of the Property is made or entered into within one (1) year after the termination of this Agreement by a person(s) to whom Broker shall have presented the Property during the term hereof or whose name(s) Broker shall have submitted in writing to Owner within thirty (30) days after termination of this Agreement; or
4. The Property is withdrawn from the market or if this Agreement is terminated or revoked by Owner prior to the termination date set forth above or if Owner otherwise prevents the performance of this Agreement by the Broker.

Owner shall pay to Broker the fee or commission due with respect to a lease or rental agreement upon the signing of the lease or rental agreement involved. Owner shall pay the fee or commission due with respect to a sale, exchange or other transfer upon closing.

In connection with any lease or rental, Owner agrees that upon any renewal, whether by exercise of an option, renegotiation or otherwise and upon any expansion of the leased space or extension of the lease term, Owner shall pay to Broker a fee calculated in the same manner as provided above with respect to the original lease. Commission or fees payable under this paragraph shall be paid by Owner to Broker upon the effective date of such renewal, expansion of leased space or extension of lease term.

Owner agrees to include in each lease or rental agreement under which space in the Property is leased or rented, the following provisions:

"The Landlord or Lessor is obligated to pay Pyramid Brokerage Company a Commission with respect to this lease or rental agreement and with respect to any renewal whether by exercise of an option, renegotiation or otherwise and is also obligated to pay a Commission upon any expansion of the leased or rented space or

Independently Owned and Operated - A Member of the Cushman & Wakefield Alliance

No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawals without notice, and to any special listing conditions imposed by our principals.

3a

33

any extension of the lease term. Without any further agreement between the parties or their successors in interest or assigns, any purchase of the Property shall by purchasing the Property be deemed to have assumed all covenants and obligations of the Landlord or Lessor under this lease or rental agreement arising after the date of the closing of the purchase, including any obligation to pay commissions to Pyramid Brokerage Company."

If during the term of a lease referred to in paragraph numbered 1, 2 or 3 above the Property is sold, exchanged or otherwise transferred to the tenant or to a party related to or affiliated with the tenant, Owner at the closing of such sale, exchange or transfer shall pay to Broker the fee or commission provided for above.

Owner agrees that in the event Owner sells the Property at any time based upon an option or other agreement entered into by Owner with a person and within the time described in paragraph numbered 3 above, the fee or commission provided for herein shall be paid by Owner to Broker upon the closing of such sale.

Owner agrees to pay to Broker the fee or commission provided for herein if (a) with respect to sale, Owner enters into a contract to sell the Property and the contract fails to close due to no fault of the purchaser, or (b) with respect to a lease or rental, tenant fails to timely occupy in accordance with the lease or rental agreement through no fault of the tenant. Owner shall pay to Broker the fee or commission payable under this paragraph within ten (10) days of Owner's receipt of Broker's invoice or billing.

In the event (i) purchaser or tenant makes a deposit, earnest money deposit, good faith payment, down payment, option payment or such similar payment (hereinafter referred to as the "Deposit"), (ii) the contract does not close for any reason, or the lease is not finalized for any reason, and (iii) Owner becomes entitled to the Deposit or any portion thereof (the "Retained Deposit"), then Owner shall pay to Broker an amount equal to the Retained Deposit multiplied by the commission percentage rate to be paid to Broker as set forth above.

In the event of a sale, owner authorizes Owner's attorney and/or the purchaser or the purchaser's mortgage lender to pay at closing the balance of any fee or commission due to Broker hereunder.

In the event of a lease or rental, if payment of all or any part of the commission due hereunder is not received by Broker within ten (10) days after the due date, then in addition to the amount remaining unpaid, Owner shall pay as liquidated damages and not as a penalty, ten percent (10%) of the unpaid sum. In the event payment of the entire commission has not been received by Broker within thirty (30) days after the due date, Owner does hereby assign to Broker all of the fixed minimum rent due to Owner under the above-described lease solely for the purpose of paying the commission due from Owner and further hereby authorizes Broker to forward a copy of this Agreement to tenant along with notice of failure to make payments as required hereunder in order that tenant may commence forwarding payments directly to Broker until such commission is paid in full, including liquidated damages.

Broker may employ or engage the services and cooperation of other licensed real estate brokers (each, a "Co-Broker") who will be acting through or under Broker to assist it in effecting the sale or lease under such arrangements as Broker may deem advisable.

The term "sale" includes an exchange, whether tax free or otherwise.
If suit is brought to collect the compensation due to Broker hereunder or if Broker defends any action brought against Broker by Owner arising out of the execution of this Agreement or any lease or sale or other transfer relating to the herein described Property, Owner agrees to pay all costs incurred by Broker in connection with such actions, including a reasonable attorney's fee.

Any such action to collect amounts due to Broker hereunder may be commenced in the Supreme Court for Monroe County, State of New York and Owner consents to the jurisdiction and venue of such courts.

Independently Owned and Operated / A Member of the Cushman & Wakefield Alliance

No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

3a

ALBANY BINGHAMTON BUFFALO CORNING HUDSON VALLEY ITHACA ROCHESTER SYRACUSE UTICA WATERTOWN

34

Owner agrees to make available to Broker all data, records and documents pertaining to the Property, to allow Broker to show the Property at reasonable times and upon reasonable notice and to commit no act which might tend to obstruct Broker's performance hereunder.

In the event of a sale transaction, Owner will promptly, upon Broker's request, deposit in escrow all instruments necessary to complete the sale.

Owner agrees with and represents and warrants to Broker:

1. That, to the best of Owner's knowledge, there are no hazardous substances or wastes, oil, or any other contaminant or pollutant at or under the Property, and this warranty shall survive closing of any sale or lease transaction relating to the Property;
2. That he is the owner of record of the Property or has the authority to execute this Agreement and to sell and/or lease the Property listed above;
3. The accuracy of the information furnished herein or otherwise delivered to Broker by or on behalf of Owner with respect to the above-described Property;
4. To notify Broker within seven (7) days of any change in sale price, rentals and/or expenses of the Property; and
5. That Owner has not entered into any other agreement with respect to the listing, or the sale, lease or other transfer of the Property.

Owner authorizes Broker to place signs on the Property, to photograph the Property and use such photographs in connection with a sale or lease promotion and to otherwise advertise the Property. In the event Owner terminates this Agreement prior to the termination provided for above, in addition to Broker's other rights and remedies, Owner shall, on demand by Broker, pay to Broker all advertising, marketing, printing, signage and other expenses incurred by Broker in connection with this Agreement prior to such termination.

Owner shall refer to Broker all inquiries made of or to the Owner regarding the Property.

This Agreement constitutes the final and complete expression of the parties' understanding with respect to its subject matter and it supersedes all prior or contemporaneous discussions, understandings or agreements, all of which are merged into this Agreement. By executing this Agreement, Broker accepts the authorization provided for above.

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

RECEIPT OF A COPY HEREOF IS HEREBY ACKNOWLEDGE

AGREED:

BROKER

Pyramid Brokerage Company of Rochester, Inc.

OWNER

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

BY:

John J. Manilla
President

BY:

(NAME)
(TITLE)

DATE:

DATE:

Independently Owned and Operated. A Member of the Cushman & Wakefield Alliance

No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions imposed by our principals.

3a

35

ADDRESS

370 Woodcliff Drive
Fairport, NY 14450
PH: (585) 248-9426

ADDRESS

99 Medtech Drive, Suite 106
Batavia, NY 14020
PH: (585) 343-4866

Independently Owned and Operated / A Member of the Cushman & Wakefield Alliance

No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

ALBANY BINGHAMTON BUFFALO CORNING HUDSON VALLEY ITHACA ROCHESTER SYRACUSE UTICA WATERTOWN

3a

36

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
ANALYSIS OF ALLOWANCE FOR UNCOLLECTIBLE ACCOUNTS
FOR THE YEAR ENDED DECEMBER 31, 2020

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	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	GGIDC	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	Darlenlake 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	100.00%	-
1775-22	Sandvoss Farms	-	-	-	-	-	-	107,077.22	167,285.04	150,258.27	133,060.46	115,689.86	100.00%	-
1776-22	Junior's Maple	-	-	-	-	-	-	-	28,272.42	24,096.72	19,879.11	15,619.14	100.00%	-
1777-22	Sandvoss Farms	-	-	-	-	-	-	-	166,635.36	150,274.86	133,749.99	117,059.12	100.00%	-
1779-22	NY Craft Malt	-	-	-	-	-	-	-	-	-	76,331.24	65,864.64	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)	-	-	-	-	-	-	\$
		\$ 837,370.86	\$ 1,191,432.37	\$ 1,054,408.14	\$ 862,660.02	\$ 551,041.82	\$ 268,433.19	\$ 285,671.95	\$ 488,654.26	\$ 376,618.64	\$ 408,667.31	\$ 353,473.28		\$
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)		
	Percentage of accounts receivable	6.68%	4.70%	5.31%	6.48%	8.43%	17.30%	19.76%	11.55%	12.59%	11.61%	13.42%		

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, 2020

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 **March XX, 2021**.

Bank	Type	Account Description	12/31/20 G/L Balance	12/31/20 Bank Balance	Interest Rate	
233	Five Star Bank	Checking	GCEDC Primary Checking	\$ 191,951.49	\$ 220,990.06	0.25%
2240	Five Star Bank	Checking	GCEDC - BP2	\$ 3,015.65	\$ 3,015.65	0.25%
501	Five Star Bank	Savings	GCEDC Primary Savings	\$ 3,679,272.50	\$ 3,679,272.50	0.25%
6331	Five Star Bank	Checking	GCEDC - GAIN LOAN Fund	\$ 104,284.78	\$ 104,284.78	0.25%
	Five Star Bank	CD	GCEDC - STAMP	\$ 0.00	\$ 0.00	0.00%
7165	Bank of Castile	Savings	GCEDC - RLF#2	\$ 0.00	\$ 0.00	0.02%
5168	Bank of Castile	Savings	GCEDC Investment	\$ 330,765.78	\$ 330,765.78	0.15%
9975	Bank of Castile	Checking	GCEDC STAMP - Imprest Account \$8M	\$ 215,699.97	\$ 691,821.92	0.15%
3687	KeyBank	Checking	GCEDC STAMP - Imprest Account \$33M	\$ 6,611,053.83	\$ 6,622,951.83	0.01%
9809	KeyBank	Checking	GCEDC STAMP	\$ 1,004.47	\$ 1,004.47	0.00%

As of December 31, 2020, 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 \$20,823 of interest income for the period January 1, 2020 through December 31, 2020.

* No fees or commissions were paid.

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date: N/A

Procurement Information:

Question	Response	URL (if Applicable)
1. Does the Authority have procurement guidelines?	Yes	https://www.gcedc.com/index.php/news/gcedc-policys
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	

39

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 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	United States
	Amount Expended For Fiscal Year	\$6,250.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Economic Development Partner Fee - Ellicott Place

2.	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	United States
	Amount Expended For Fiscal Year	\$3,515.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Economic Development Partner Fee - Fraser-Branche, LLC

40

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date : N/A

3. 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	\$1,430,636.00	Province/Region	
Amount Expended For Fiscal Year	\$430,626.50	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Substation & Transmission Line Engineering

4. Vendor Name	CC Environment & Planning	Address Line1	P.O. Box 358
Type of Procurement	Consulting Services	Address Line2	
Award Process	Authority Contract - Non-Competitive Bid	City	ALEXANDER
Award Date	3/8/2019	State	NY
End Date		Postal Code	14005
Fair Market Value	\$35,457.00	Plus 4	
Amount	\$35,457.00	Province/Region	
Amount Expended For Fiscal Year	\$19,301.20	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP- Site Development Environmental Services & Support

41

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 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	\$535,811.00	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	\$192,286.33	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

42

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 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	1/14/2016	State	NY
End Date		Postal Code	14604
Fair Market Value	\$566,228.00	Plus 4	
Amount	\$566,228.00	Province/Region	United States
Amount Expended For Fiscal Year	\$29,250.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Onsite Infrastructure Design & General Engineering

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	\$62,050.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Offsite Water - Pembroke Line

43

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 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	1/20/2017	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$165,000.00	Plus 4	
	Amount	\$165,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$3,900.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Onsite Roadway Construction Services

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	\$11,500.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Engineering Services; Relocation of Stormwater Pond at ATA

44

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 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	12/5/2019	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$15,822.00	Plus 4	
	Amount	\$15,822.00	Province/Region	
	Amount Expended For Fiscal Year	\$10,852.40	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	BETP - WWTF Expansion; Multi-Party Contract (GCEDC, GGLDC, Town of Pembroke)[\$195K Total Contract].

12.	Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
	Type of Procurement	Other Professional Services	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	8/6/2020	State	NY
	End Date		Postal Code	14604
	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	Conceptual Planning & Marketing Services for STAMP

45

3d



Procurement Report for Genesee County Industrial Development Agency
 Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date: N/A

13. Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
Type of Procurement	Other Professional Services	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	\$5,000.00	Plus 4	
Amount	\$5,000.00	Province/Region	
Amount Expended For Fiscal Year	\$5,000.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Expansion of Conceptual Planning & Marketing Services for STAMP

14. Vendor Name	Clark Patterson Lee	Address Line1	205 St. Paul Street
Type of Procurement	Other Professional Services	Address Line2	Suite 500
Award Process	Authority Contract - Competitive Bid	City	ROCHESTER
Award Date	7/1/2019	State	NY
End Date		Postal Code	14604
Fair Market Value		Plus 4	
Amount	\$1,500.00	Province/Region	
Amount Expended For Fiscal Year	\$1,500.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Phase I Environmental Site Assessment

46

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date: N/A

15.	Vendor Name	Daniel M. Dimatteo	Address Line1	39 Ellicott Street
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	6/6/2019	State	NY
	End Date		Postal Code	14020
	Fair Market Value	\$173,803.04	Plus 4	
	Amount	\$173,803.04	Province/Region	United States
	Amount Expended For Fiscal Year	\$173,803.04	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Land Purchase: Parcel # 6.-1-72.111 (Escrow Agent).

16.	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	1/10/2019	State	NY
	End Date	12/31/2019	Postal Code	14203
	Fair Market Value	\$10,020.00	Plus 4	
	Amount	\$10,020.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$649.67	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Information Technology Support Services - 2019

47

3d

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
Status: UNSUBMITTED
Certified Date : N/A

17.	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	\$7,113.46	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Information Technology Support Services - 2020

18.	Vendor Name	Frandina Engineering & Land Surveying PC	Address Line1	1701 Hertel Avenue
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	BUFFALO
	Award Date	9/5/2019	State	NY
	End Date		Postal Code	14216
	Fair Market Value		Plus 4	
	Amount	\$10,250.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$10,250.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Survey Work Including Topographical Survey.

48

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date: N/A

19.	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	1/1/2020	State	NY
	End Date		Postal Code	14020
	Fair Market Value	\$18,238.08	Plus 4	
	Amount	\$18,238.08	Province/Region	
	Amount Expended For Fiscal Year	\$18,238.08	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Rent

20.	Vendor Name	Global Asset Positioning	Address Line1	100 Fluor Daniel Drive C107K
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	GREENVILLE
	Award Date	7/2/2020	State	SC
	End Date		Postal Code	29607
	Fair Market Value	\$55,000.00	Plus 4	
	Amount	\$55,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$46,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP Site Analysis

49

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date : N/A

21.	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	United States
	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

22.	Vendor Name	Harris Beach	Address Line1	99 Garnsey Road
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	PITTSFORD
	Award Date		State	NY
	End Date		Postal Code	14534
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$13,921.51	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Misc Legal Services

50

3d

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
Status: UNSUBMITTED
Certified Date: N/A

23.	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	United States
	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

24.	Vendor Name	LeChase Construction Services LLC	Address Line1	205 Indigo Creek Drive
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	ROCHESTER
	Award Date	6/1/2017	State	NY
	End Date		Postal Code	14626
	Fair Market Value		Plus 4	
	Amount	\$3,094,459.40	Province/Region	United States
	Amount Expended For Fiscal Year	\$77,032.85	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Offsite Water Main Construction - Phase I

51

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date : N/A

25.	Vendor Name	Monroe County Water Authority	Address Line1	475 Norris Drive
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	3/26/2020	State	NY
	End Date		Postal Code	14610
	Fair Market Value		Plus 4	
	Amount	\$6,911.20	Province/Region	United States
	Amount Expended For Fiscal Year	\$6,911.20	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Construction Inspection Agreement - STAMP Offsite Water Main Phase 4

26.	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	3/12/2018	State	NY
	End Date		Postal Code	14414
	Fair Market Value		Plus 4	
	Amount	\$3,141,242.80	Province/Region	United States
	Amount Expended For Fiscal Year	\$177,842.09	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP - Offsite Water Main Construction - Phase II

52

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date : N/A

27.	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	\$1,273,464.78	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Offsite Water Main Construction - Pembroke Line

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

53

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date: N/A

29.	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	\$100,989.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Retirement

30.	Vendor Name	New York Power Authority	Address Line1	Department 110648
	Type of Procurement	Consulting Services	Address Line2	PO Box 5211
	Award Process	Authority Contract - Non-Competitive Bid	City	BINGHAMTON
	Award Date	2/6/2020	State	NY
	End Date		Postal Code	13902
	Fair Market Value		Plus 4	
	Amount	\$100,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$100,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Deposit with NYPA for facilities study

Procurement Report for Genesee County Industrial Development Agency
 Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date: N/A

31.	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	\$1,974,709.30	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.

32.	Vendor Name	Park Strategies LLC	Address Line1	125 State Street
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ALBANY
	Award Date	3/7/2019	State	NY
	End Date	3/31/2020	Postal Code	12207
	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 (4/1/19 - 3/31/20)

3d

Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date: N/A

33.	Vendor Name	Park Strategies LLC	Address Line1	125 State Street
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ALBANY
	Award Date	3/5/2020	State	NY
	End Date	3/31/2021	Postal Code	12207
	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 (4/1/20 - 3/31/21)

34.	Vendor Name	Phillips Lytle LLP	Address Line1	125 Main Street
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	BUFFALO
	Award Date		State	NY
	End Date		Postal Code	14203
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$400.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	MedTech SDNA for YSG Solar - FSB Legal Fee to review and authorize SDNA

56



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date: N/A

35.	Vendor Name	Phillips Lytle LLP	Address Line1	125 Main Street
	Type of Procurement	Legal Services	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	BUFFALO
	Award Date		State	NY
	End Date		Postal Code	14203
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$7,250.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Attorney Fees for Del Mar Farms Closing

36.	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	3/8/2019	State	NY
	End Date		Postal Code	14203
	Fair Market Value	\$100,000.00	Plus 4	
	Amount	\$100,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$54,502.50	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	STAMP: Legal Services - Additional Scope of Work / Project Support

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date: N/A

37.	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	6/7/2019	State	NY
	End Date		Postal Code	14203
	Fair Market Value	\$20,000.00	Plus 4	
	Amount	\$20,000.00	Province/Region	
	Amount Expended For	\$7,848.96	Country	United States
	Fiscal Year		Procurement Description	STAMP: Legal Services - Substation / Energy Infrastructure Strategy
	Explain why the Fair Market Value is Less than the Amount			

38.	Vendor Name	Phillips Lytle, LLP	Address Line1	125 Main Street
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
	Award Date	2/6/2020	State	NY
	End Date		Postal Code	14203
	Fair Market Value	\$553,797.34	Plus 4	
	Amount	\$553,797.34	Province/Region	
	Amount Expended For	\$553,797.34	Country	United States
	Fiscal Year		Procurement Description	Land Purchase: Parcel #10.-1-39.11 & #10.-1-39.12 (Escrow Agent)
	Explain why the Fair Market Value is Less than the Amount			

58

3d



Procurement Report for Genesee County Industrial Development Agency
 Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date : N/A

39.	Vendor Name	Selective Insurance	Address Line1	PO Box 371468
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	PITTSBURGH
	Award Date	12/5/2019	State	PA
	End Date	12/31/2020	Postal Code	15250
	Fair Market Value		Plus 4	
	Amount	\$17,961.65	Province/Region	
	Amount Expended For Fiscal Year	\$17,961.65	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Business Insurance

40.	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	
	Amount Expended For Fiscal Year	\$450.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Reimbursement for costs related to STAMP

59

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date: N/A

41.	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	
	Amount Expended For Fiscal Year	\$14,376.67	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Reimbursement for costs related to STAMP

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

60

3d



Procurement Report for Genesee County Industrial Development Agency
 Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date : N/A

43.	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	5/2/2020	State	TX
	End Date	5/2/2021	Postal Code	75266
	Fair Market Value		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

44.	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	1/1/2020	State	NY
	End Date	12/31/2020	Postal Code	13902
	Fair Market Value		Plus 4	
	Amount	\$89,106.72	Province/Region	
	Amount Expended For Fiscal Year	\$81,160.06	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Group Health Insurance - 2020

61

3d



Procurement Report for Genesee County Industrial Development Agency

Run Date: 02/26/2021
 Status: UNSUBMITTED
 Certified Date : N/A

Fiscal Year Ending: 12/31/2020

45.	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	\$22,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Public Relations / STAMP Marketing - 2020

46.	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	\$18,425.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Public Relations / GCEDC Marketing - 2020

62

3d



Procurement Report for Genesee County Industrial Development Agency

Fiscal Year Ending: 12/31/2020

Run Date: 02/26/2021
Status: UNSUBMITTED
Certified Date : N/A

Additional Comments

63

GCEDC

Jim Krencik, Director of Marketing & Communications

Board Meeting Report

March 4, 2021

Park Strategies – GCEDC Government Relations

The GCEDC government relations contract with Fred Hiffa and Megan Osika from Park Strategies provides the GCEDC with lobbying services on a variety of issues critical to growing economic development in Genesee County. Park Strategies has been effective in helping to advance the mission of the WNY STAMP site with state level stakeholders, as well as assisting the agency access funding opportunities for site infrastructure. Park Strategies works directly with the GCEDC to formulate strategies that maximize our efforts to build-out WNY STAMP, and to attract major investment to the site. Park Strategies also ensures that the WNY STAMP project remains at the top of mind with New York State Legislators, as well as with our Federal representatives in the US Congress and the US Senate. 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, 2021 to March 31, 2022 period at the 2020 funding level of \$1,500 per month (\$18,000 annual). The contract's cost was anticipated and contained in the 2021 budget.

PARK STRATEGIES, LLC

February 22, 2021

VIA ELECTRONIC MAIL

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

Lobbying Services Agreement

Dear Mr. Hyde:

This Lobbying Agreement (hereinafter the "Agreement") is between Genesee County Economic Development Center ("Client") and Park Strategies, LLC ("Consultant") and relates to lobbying services rendered by Consultant on behalf of Client in New York State. Client hereby expressly authorizes Consultant to engage in lobbying activity on its behalf before the executive, and legislative branches and the administrative agencies of the governments of the city of New York and the State of New York, and its political subdivisions during the effective term of this Agreement.

The effective Term of this Agreement shall commence as of April 1, 2021 and shall continue through March 31, 2022. This term may be extended pursuant to the mutual written agreement of the parties. Consultant and Client shall each have the unilateral right to terminate this Agreement, for any reason whatsoever, upon (30) day notice to the other party.

In consideration of such aforementioned consulting and lobbying services to be rendered, Client shall pay to Consultant \$1,500.00 per month during the effective term of this Agreement. Said monthly fee shall be due and payable by the 1st day of each month following invoice by Consultant to Client, *with the exception of the first monthly fee, which is due upon the full execution of this Agreement.*

Client shall reimburse Consultant for any filing or registration fees that Client incurs in connection with registering as a lobbyist in connection with the services furnished under this Agreement. Such disbursements may be included on our regular invoice or submitted separately. Consultant reserves the right to terminate our representation of Client if any bill remains outstanding for more than thirty (30) days. Payment instructions will be provided along with this Agreement.

All information which the Consultant presently has or which may come into Consultant's possession during the engagement relative to the business activities of Client or its clients which is of a secret or confidential nature is and shall remain the property of Client. Consultant shall not, during the engagement or thereafter, disclose to others or use for the benefit of others or

itself any such information so long as such information is treated as secret or confidential by Client.

If Consultant shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Client, or by reason of any act occurring in connection with the provision of services hereunder, the Client shall indemnify and hold Consultant harmless against all judgments, settlements, penalties and expenses, including attorneys fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on Consultant in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and, at the election of Consultant, Client shall also defend Consultant.

In accordance with the New York State Lobbying Act, we are required to register this Agreement with the Joint Commission on Public Ethics. As a client retaining a lobbyist, you will be required to file Client Semi-Annual Reports with JCOPE during January and June of each year. Consultant will provide information and guidance to assist you in complying with your disclosure obligations at no additional cost. *We need to be in receipt of a fully executed Agreement before we are able to lobby on your behalf.*

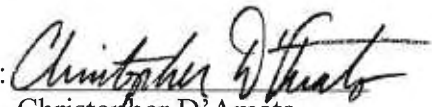
This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

If the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

Genesee County Economic Development Center
Dr. Bruce Holm Upstate MedTech Center
99 MedTech Dr., Suite 106
Batavia, NY 14020

Park Strategies, LLC
101 Park Avenue, Suite 2506
New York, NY 10178

By: _____
Steve Hyde
President & CEO

By: 
Christopher D'Amato
EVP & General Counsel

Date: _____

Date: 02/22/2021