



**Meeting Agenda – Audit and Finance Committee**  
 Genesee Gateway Local Development Corp  
 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.	D. Cunningham	
2-4	<b>2. Chairman's Report &amp; Activities</b> 2a. Agenda Additions / Other Business 2b. Minutes: February 1, 2022	D. Cunningham	Vote
5	<b>3. Discussions / Official Recommendations to the Board:</b> 3a. Allowance for Doubtful Accounts	L. Farrell	Disc / Vote
6-7	3b. Investment Report	L. Farrell	Disc. / Vote
8-21	3c. Procurement Report	L. Farrell	Disc / Vote
22-35	3d. Revised PSA for BETP Including Deed Restriction	M. Masse	Disc / Vote
	3e. Genesee CARES Update	J.Krencik / M. Zimmerman	Discussion
36-48	3f. Genesee CARES Subrecipient Agreement	J. Krencik / L. Farrell	Disc / Vote
	<b>4. Adjournment</b>	D. Cunningham	Vote

**GGLDC Audit & Finance Committee Meeting**

**Tuesday, February 1, 2022**

**Location – Electronically**

**8:30 a.m.**

**MINUTES**

**ATTENDANCE**

Committee Members: D. Cunningham, T. Felton, P. Battaglia, T. Bender  
Staff: L. Farrell, M. Masse, L. Casey, J. Krencik, S. Hyde, P. Kennett  
Guests: M. Gray (GCEDC Board Member), P. Zelif (GCEDC/GGLDC Board Member),  
Absent:

**1. CALL TO ORDER / ENTER PUBLIC SESSION**

D. Cunningham called the meeting to order at 9:03 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**

**T. Felton made a motion to recommend approval of the January 11, 2022 minutes; the motion was seconded by T. Bender. Roll call resulted as follows:**

T. Felton - Yes  
P. Battaglia - Yes  
T. Bender - Yes  
D. Cunningham – Yes

**The item was approved as presented.**

**3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS TO THE BOARD:**

**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

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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.

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

T. Felton - Yes  
P. Battaglia - Yes  
T. Bender - Yes  
D. Cunningham - 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 normal monthly activity for all funds.
- On the Ag Park fund, substantial payments to Victor Excavating and CPL were made for the Ag Park drainage re-route.
- For expenditures, we are at budget or lower for most line items.
- There may be some, but not many, journal entries made between the presentation of unaudited and audited financial statements.

**T. Bender 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 P. Battaglia. Roll call resulted as follows:**

T. Felton - Yes  
P. Battaglia - Yes  
T. Bender - Yes  
D. Cunningham - Yes

**The item was approved as presented.**

**3c. Strategic Investments Update -** L. Farrell reviewed the Strategic Investments Analysis with the Committee. It is only an analysis of the cash on hand as well as the cash that is anticipated with certainty within a reasonable period. She noted the following:

- The report has been updated for 2021 actual cash activity and shows that there is still positive cash at the end of 2026.
- The second line item, "NYS Homes & Community Loan Repayments" does not include the most recently approved loans to HP Hood or Upstate Niagara as they have not closed. These will be added once closed. The Town of Batavia received the money from OCR related to the HP Hood loan and we are working towards closing. HP Hood will decide if they will pay off their existing loan prior to closing on their new loan. Upstate Niagara has more cost documentation to do as their project was slated to close in the next few weeks. The money has not been requested from OCR yet.

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- To be conservative, the Genesee County Chamber Loan repayments have been updated for actual cash received only.
- For internal borrowings and repayments, we show \$111,000 coming in for 2022, which is the net cash available from the Fancher land sale. Years ago, we borrowed from strategic investment funds to pay back a loan to the EDC. The Fancher land sale at Buffalo East Tech Park will be used to pay back strategic investments.
- The Batavia Micropolitan Area Community Redevelopment Fund reserved amount of \$134,000 has been pushed out to 2022. This reserved amount is the balance of the original \$500,000 commitment for the Revolving Loan Fund. This amount could be released if needed.
- The MedTech Reserve of \$500,000 has been pushed out to 2026 and the actual risk/liability will continue to be evaluated.
- For Ag Park Improvements, \$114,000 has been committed for the drainage solution at Ag Park.
- For the Water Works and Sewer Works, \$50,000 per entity has been reserved for start-up costs. These costs have not been approved by the Board yet.
- At the end of 2021, strategic investment cash is almost \$3.4 million between the GGLDC and the GAB, LLC and is still positive at the end of six years.
- Opportunities are listed at the end of the report.

**3d. Genesee CARES Funding & Program Plan** – As an update, there are no applications to review currently. Applications are not in the hands of the businesses. There may be applications for review at the next Audit and Finance meeting.

#### **4. ADJOURNMENT**

P. Battaglia made a motion to adjourn at 9:19 a.m., seconded by T. Felton and passed unanimously.

DEVELOPMENT CORP.  
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	Potential Grant/ Forgiveness
1700-02	Yancey's Fancy	\$ 176,809.54	\$ 152,817.48	\$ 128,095.68	\$ 102,621.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	-	
1700-00.2C	First Wave	-	412,005.00	412,005.00	412,005.00	412,005.00	371,781.41	325,641.14	267,840.48	192,415.67	98,479.66	37,966.55	-	100.00%	-	
1701-00	Wellsville	251,071.16	162,856.80	88,213.88	-	-	-	-	-	-	-	-	-	n/a	-	
1701-00.2A	Yancey's Fancy	128,444.24	99,196.06	69,357.54	38,916.76	7,861.53	-	-	-	-	-	-	-	n/a	-	
1703-00	PW Minor	-	-	-	-	-	-	367,000.00	307,852.29	-	-	-	-	n/a	-	
1703-00.1	PW Minor - Deferred Loan	-	-	-	-	-	-	367,000.00	367,000.00	-	-	-	-	n/a	-	
1703-03	GAB LLC	-	78,347.31	-	-	-	-	-	-	-	-	-	-	n/a	-	
1704-00	Oatka	190,633.23	148,094.60	104,697.36	60,424.18	15,257.37	-	-	-	-	-	-	-	n/a	-	
1705-00	GCEDC	-	-	494,919.50	-	212,813.52	55,790.45	-	-	-	-	-	-	n/a	-	
1705-00.1	GCEDC	-	-	-	-	125,000.00	125,000.00	-	-	-	-	-	-	n/a	-	
1706-22	Yancey's Fancy	-	-	-	133,748.00	113,702.30	93,046.89	71,763.22	49,832.18	27,234.11	-	-	-	n/a	-	
1707-00	Alpina	-	-	-	214,500.00	163,800.00	120,900.00	70,200.00	27,300.00	-	-	-	-	n/a	-	
1708-22	Yancey's Fancy	-	-	-	200,000.00	176,133.90	149,339.56	121,730.27	93,281.20	63,966.81	-	-	-	n/a	-	
1709-24	13 Jackson Square	-	-	-	-	100,000.00	95,123.47	75,022.84	64,436.47	43,249.63	32,672.84	-	-	n/a	-	
1710-22	PW Minor	-	-	-	-	-	123,066.41	99,482.81	75,181.89	-	-	-	-	n/a	-	
1711-22	Liberti, Valvo & Associates	-	-	-	-	-	-	-	47,344.74	40,816.70	34,063.22	28,845.51	19,848.55	100.00%	-	
1712-24	Batavia Brewing Company	-	-	-	-	-	-	-	150,000.00	147,618.31	133,041.65	121,779.74	106,310.74	100.00%	-	
1713-22	R&R Float Center	-	-	-	-	-	-	-	-	100,000.00	91,790.94	89,681.38	89,602.13	72.45%	24,683.40	
1714-22	Yancey's Fancy	-	-	-	-	-	-	-	-	-	270,418.88	208,563.24	144,826.22	100.00%	-	
1715-00	HP Hood	-	-	-	-	-	-	-	-	-	500,000.00	400,000.00	300,000.00	100.00%	-	
1715-22	Liberti, Valvo & Associates	-	-	-	-	-	-	-	-	-	-	98,585.37	87,728.20	100.00%	-	
1716-00	Freightliner	-	-	-	-	-	-	-	-	-	203,045.90	159,489.23	115,053.39	100.00%	-	
1716-00.1	Freightliner - Deferred Loan	-	-	-	-	-	-	-	-	-	3,301.40	224,500.00	224,500.00	0.00%	-	224,500.00
1717-24	Kego / Keister	-	-	-	-	-	-	-	-	-	-	5,462.55	-	100.00%	-	
1700-22	Fraser Branche	-	-	-	-	-	-	-	-	-	-	-	142,586.15	100.00%	-	
<b>Genesee County Chamber Loans</b>																
1706-00A	Philly's Barber Shop	-	-	-	-	-	-	-	-	-	6,660.76	2,904.62	-	100.00%	-	
1706-00B	Northwood's Alpacas	-	-	-	-	-	-	-	-	-	5,822.26	3,973.92	-	100.00%	-	
1706-00C	Frank the Brush	-	-	-	-	-	-	-	-	-	5,396.29	1,470.54	-	100.00%	-	
1706-00D	7-S Cycle Supply	-	-	-	-	-	-	-	-	-	527.68	-	-	n/a	-	
1706-00E	Barone Welding	-	-	-	-	-	-	-	-	-	3,664.55	-	-	n/a	-	
1706-00H	Caccamise Auto Transport	-	-	-	-	-	-	-	-	-	10,296.66	10,296.66	7,801.21	0.00%	7,801.21	
1706-00I	Kanaley Painting	-	-	-	-	-	-	-	-	-	9,260.04	9,260.04	9,260.04	0.00%	9,260.04	
Remove intercompany loans with the GCEDC																
		\$ 746,958.17	\$ 1,053,317.25	\$ 1,297,288.96	\$ 1,162,215.90	\$ 988,760.10	\$ 953,257.74	\$ 1,497,840.28	\$ 1,450,069.25	\$ 615,301.23	\$ 1,408,442.73	\$ 1,402,779.35	\$ 1,247,516.63	n/a	-	
1810-00	Reserve for Bad Debts	\$ -	\$ -	\$ -	\$ -	\$ (49,438.00)	\$ (49,438.00)	\$ (149,438.00)	\$ (149,438.00)	\$ (149,438.00)	\$ (202,124.76)	\$ (202,124.76)	\$ (202,124.76)		\$ 41,744.65	\$ 224,500.00
Percentage of accounts receivable		0.00%	0.00%	0.00%	0.00%	5.00%	5.19%	9.98%	10.31%	24.29%	14.35%	14.41%	16.20%			

\* Deferred Loan will be forgiven when OCR grant requirements are met.

Notes: Loans Receivable are recorded in the Operating Fund, Economic Development Loan Fund and Batavia Micropolitan Area Loan Fund. Reserve for Bad Debts is recorded in the Operating Fund.

2019 Adjustments to Allowance:

Chamber Loan Acquisition	\$ 66,575.20
Write-off of 4 Chamber Loans	\$ (13,888.44)
Net Change	\$ 52,686.76

February 2022 Adjustment to Allowance - Rest & Revive:

Amount Received	\$ 71,680.00
Applied to Interest Rec.	\$ (4,643.39)
Applied to Late Fees Rec.	\$ (2,117.88)
Applied to O/S Principal	\$ 64,918.73
Total O/S Principal	89,602.13
Write-off	(24,683.40)

# Genesee Gateway Local Development Corporation (GGLDC)

Annual Investment Report  
For the year ended December 31, 2021

## Purpose of the Report:

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

Bank	Type	Account Description	12/31/21 G/L Balance	12/31/21 Bank Balance	Interest Rate
Bank of Castile	Checking	GGLDC Primary Checking	\$38,474.17	\$43,289.60	0.07%
Bank of Castile	Money Market	GGLDC - Ag Park	\$609.53	\$609.53	0.07%
Bank of Castile	Savings	GGLDC Primary Savings	\$2,205,699.42	\$2,205,699.42	0.08%
Five Star Bank	Checking	GGLDC Debt Serv. - USDA Auto With.	\$71,735.00	\$71,735.00	0.00%
Five Star Bank	Checking	GGLDC Reserve- Debt Sinking Fund	\$187,725.88	\$187,725.88	0.20%
Five Star Bank	Checking	GGLDC FWT Reserve	\$34,638.29	\$34,638.29	0.20%

As of December 31, 2021, cash balances of \$44,099 were not secured by FDIC insurance or a pledge of eligible securities. Cash balances were fully collateralized as of January 25, 2022. The funds currently on deposit with The Bank of Castile are secured by investments held with Tompkins Financial Advisors. The GGLDC generated \$2,909 of interest income for the period January 1, 2021 through December 31, 2021.

\*No fees or commissions were paid.

# Genesee Agri-Business, LLC (GABLLC)

Annual Investment Report  
For the year ended December 31, 2021

## Purpose of the Report:

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

Bank	Type	Account Description	12/31/21 G/L Balance	12/31/21 Bank Balance	Interest Rate
Bank of Castile	Checking	GABLLC - Checking	\$7,057.34	\$7,057.34	0.00%
Bank of Castile	Savings	GABLLC, Savings	\$2,534,088.42	\$2,534,088.42	0.08%

As of December 31, 2021, cash balances of \$2,284,088 were not secured by FDIC insurance or a pledge of eligible securities. The GABLLC generated \$1,401 of interest income for the period January 1, 2021 through December 31, 2021.

\*No fees or commissions were paid.

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date : N/A

**Procurement Information:**

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



Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date : N/A

Procurement Transactions Listing:

1.	Vendor Name	CCS of Western New York	Address Line1	116 Main Street
	Type of Procurement	Commodities/Supplies	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	DEPEW
	Award Date		State	NY
	End Date		Postal Code	14043
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$719.03	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Cleaning Supplies - 2021

2.	Vendor Name	CCS of Western New York	Address Line1	116 Main Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	DEPEW
	Award Date		State	NY
	End Date		Postal Code	14043
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$1,674.64	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Floor Waxing - Common Areas and Bathrooms at MedTech Centre

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date : N/A

<b>3. Vendor Name</b>	CCS of Western New York	<b>Address Line1</b>	116 Main Street
<b>Type of Procurement</b>	Other	<b>Address Line2</b>	
<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	DEPEW
<b>Award Date</b>	12/3/2020	<b>State</b>	NY
<b>End Date</b>	12/31/2021	<b>Postal Code</b>	14043
<b>Fair Market Value</b>		<b>Plus 4</b>	
<b>Amount</b>	\$11,878.68	<b>Province/Region</b>	United States
<b>Amount Expended For Fiscal Year</b>	\$11,878.68	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Cleaning Services -2021

<b>4. Vendor Name</b>	Clark Patterson Lee	<b>Address Line1</b>	205 Saint Paul Street
<b>Type of Procurement</b>	Design and Construction/Maintenance	<b>Address Line2</b>	Suite 500
<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	ROCHESTER
<b>Award Date</b>	12/3/2019	<b>State</b>	NY
<b>End Date</b>		<b>Postal Code</b>	14604
<b>Fair Market Value</b>	\$195,000.00	<b>Plus 4</b>	
<b>Amount</b>	\$195,000.00	<b>Province/Region</b>	United States
<b>Amount Expended For Fiscal Year</b>	\$18,507.50	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	BETP WWTF Expansion; Multi-party Contract (GGLDC, GCEDC, Town of Pembroke).

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date : N/A

5.	Vendor Name	Clark Patterson Lee	Address Line1	205 Saint Paul Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	Suite 500
	Award Process	Authority Contract - Non-Competitive Bid	City	ROCHESTER
	Award Date	8/5/2021	State	NY
	End Date		Postal Code	14604
	Fair Market Value	\$17,800.00	Plus 4	
	Amount	\$17,800.00	Province/Region	
	Amount Expended For Fiscal Year	\$14,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Ag Park Pond Relocation

6.	Vendor Name	Cornell University	Address Line1	411 Tower Rd
	Type of Procurement	Other Professional Services	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	ITHACA
	Award Date		State	NY
	End Date		Postal Code	14853
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$20,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Workforce Development Initiative / Cornell in High School Program.

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
Status: UNSUBMITTED  
Certified Date : N/A

<b>7.</b>	<b>Vendor Name</b>	Finger Lakes Service Group	<b>Address Line1</b>	1265 Fairport Rd
	<b>Type of Procurement</b>	Design and Construction/Maintenance	<b>Address Line2</b>	
	<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	FAIRPORT
	<b>Award Date</b>	5/7/2020	<b>State</b>	NY
	<b>End Date</b>		<b>Postal Code</b>	14450
	<b>Fair Market Value</b>	\$37,377.00	<b>Plus 4</b>	
	<b>Amount</b>	\$37,377.00	<b>Province/Region</b>	
	<b>Amount Expended For Fiscal Year</b>	\$34,897.21	<b>Country</b>	United States
	<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	MTC Roof Repair [The company was certified to complete the repairs and would not invalidate the current warranty]

<b>8.</b>	<b>Vendor Name</b>	Genesee County Economic Development Center	<b>Address Line1</b>	99 MedTech Drive
	<b>Type of Procurement</b>	Other	<b>Address Line2</b>	Suite 106
	<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	BATAVIA
	<b>Award Date</b>	10/29/2020	<b>State</b>	NY
	<b>End Date</b>	12/31/2021	<b>Postal Code</b>	14020
	<b>Fair Market Value</b>	\$300,000.00	<b>Plus 4</b>	
	<b>Amount</b>	\$300,000.00	<b>Province/Region</b>	
	<b>Amount Expended For Fiscal Year</b>	\$300,000.00	<b>Country</b>	United States
	<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Economic Development Program Support Grant

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date: N/A

9.	Vendor Name	Genesee County Economic Development Center	Address Line1	99 MedTech Drive
	Type of Procurement	Other Professional Services	Address Line2	Suite 106
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	10/29/2020	State	NY
	End Date	12/31/2021	Postal Code	14020
	Fair Market Value	\$83,387.37	Plus 4	
	Amount	\$83,387.37	Province/Region	
	Amount Expended For Fiscal Year	\$83,387.37	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	MedTech Centre Property Management

10.	Vendor Name	Genesee County Highway Department	Address Line1	153 Cedar Street
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	10/29/2020	State	NY
	End Date	12/31/2021	Postal Code	14020
	Fair Market Value	\$11,600.00	Plus 4	
	Amount	\$11,600.00	Province/Region	
	Amount Expended For Fiscal Year	\$8,050.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Mowing - 2021

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date : N/A

<b>11. Vendor Name</b>	Genesee Valley Boces	<b>Address Line1</b>	80 Munson Street
<b>Type of Procurement</b>	Other	<b>Address Line2</b>	
<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	LE ROY
<b>Award Date</b>	3/25/2021	<b>State</b>	NY
<b>End Date</b>		<b>Postal Code</b>	14482
<b>Fair Market Value</b>		<b>Plus 4</b>	
<b>Amount</b>	\$684,000.00	<b>Province/Region</b>	United States
<b>Amount Expended For Fiscal Year</b>	\$658,144.56	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Workforce Development Agreement; Equipment Acquisition and Program Implementation

<b>12. Vendor Name</b>	Great Lakes Building Systems Inc.	<b>Address Line1</b>	116 Gruner Road
<b>Type of Procurement</b>	Other	<b>Address Line2</b>	
<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	BUFFALO
<b>Award Date</b>	5/6/2021	<b>State</b>	NY
<b>End Date</b>	4/20/2022	<b>Postal Code</b>	14227
<b>Fair Market Value</b>	\$5,925.00	<b>Plus 4</b>	
<b>Amount</b>	\$5,925.00	<b>Province/Region</b>	United States
<b>Amount Expended For Fiscal Year</b>	\$5,925.00	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	MTC - Gold Service Agreement

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date : N/A

<b>13. Vendor Name</b>	H. Sicherman & Co.	<b>Address Line1</b>	5852 Forest Creek Drive
<b>Type of Procurement</b>	Consulting Services	<b>Address Line2</b>	
<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	EAST AMHERST
<b>Award Date</b>	2/6/2020	<b>State</b>	NY
<b>End Date</b>	12/31/2020	<b>Postal Code</b>	14051
<b>Fair Market Value</b>		<b>Plus 4</b>	
<b>Amount</b>	\$25,000.00	<b>Province/Region</b>	United States
<b>Amount Expended For Fiscal Year</b>	\$5,405.80	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Grant Assistance / Consulting (1/1/20 - 12/31/20)

<b>14. Vendor Name</b>	H. Sicherman & Co.	<b>Address Line1</b>	5852 Forest Creek Drive
<b>Type of Procurement</b>	Consulting Services	<b>Address Line2</b>	
<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	EAST AMHERST
<b>Award Date</b>	12/3/2020	<b>State</b>	NY
<b>End Date</b>	12/31/2021	<b>Postal Code</b>	14051
<b>Fair Market Value</b>		<b>Plus 4</b>	
<b>Amount</b>	\$25,000.00	<b>Province/Region</b>	United States
<b>Amount Expended For Fiscal Year</b>	\$3,086.00	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Grant Assistance / Consulting (1/1/21 - 12/31/21)

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
Status: UNSUBMITTED  
Certified Date : N/A

<b>15.</b>	<b>Vendor Name</b>	John Jakubowski	<b>Address Line1</b>	22 Haverford Lane
	<b>Type of Procurement</b>	Consulting Services	<b>Address Line2</b>	
	<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	WILLIAMSVILLE
	<b>Award Date</b>	8/5/2021	<b>State</b>	NY
	<b>End Date</b>	8/14/2022	<b>Postal Code</b>	14221
	<b>Fair Market Value</b>	\$29,800.00	<b>Plus 4</b>	
	<b>Amount</b>	\$29,800.00	<b>Province/Region</b>	United States
	<b>Amount Expended For Fiscal Year</b>	\$4,711.58	<b>Country</b>	United States
	<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Workforce Development Consulting Services (8/15/21 - 8/14/22)

<b>16.</b>	<b>Vendor Name</b>	John Jakubowski	<b>Address Line1</b>	22 Haverford Lane
	<b>Type of Procurement</b>	Consulting Services	<b>Address Line2</b>	
	<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	WILLIAMSVILLE
	<b>Award Date</b>	8/6/2020	<b>State</b>	NY
	<b>End Date</b>	8/14/2021	<b>Postal Code</b>	14221
	<b>Fair Market Value</b>	\$29,800.00	<b>Plus 4</b>	
	<b>Amount</b>	\$29,800.00	<b>Province/Region</b>	United States
	<b>Amount Expended For Fiscal Year</b>	\$7,381.12	<b>Country</b>	United States
	<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Workforce Development Consulting Services (8/15/20 - 8/14/21)

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date: N/A

17.	Vendor Name	Mostert Manzanero & Scott LLP	Address Line1	4 Associate Drive
	Type of Procurement	Financial Services	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	ONEONTA
	Award Date	10/29/2020	State	NY
	End Date	12/31/2021	Postal Code	13820
	Fair Market Value	\$10,000.00	Plus 4	
	Amount	\$10,000.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$10,000.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Audit of GGLDC 2020 Financial Statements

18.	Vendor Name	National Grid	Address Line1	5100 E Main Street
	Type of Procurement	Other	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	BATAVIA
	Award Date		State	NY
	End Date		Postal Code	14020
	Fair Market Value		Plus 4	
	Amount		Province/Region	United States
	Amount Expended For Fiscal Year	\$13,898.78	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Electric Services

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date : N/A

19.	Vendor Name	Relentless Construction	Address Line1	13860 Gillette Rd
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	ALBION
	Award Date	2/4/2021	State	NY
	End Date		Postal Code	14411
	Fair Market Value		Plus 4	
	Amount	\$12,750.00	Province/Region	
	Amount Expended For Fiscal Year	\$12,750.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Painting & Resurfacing 3 stairwells at MedTech Centre

20.	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	\$19,647.65	Province/Region	
	Amount Expended For Fiscal Year	\$19,647.65	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Business Insurance

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Procurement Report for Genesee Gateway Local Development Corporation  
 Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date: N/A

21.	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	
	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

22.	Vendor Name	Turnbull		Address Line1	50 Franklin Street
	Type of Procurement	Design and Construction/Maintenance		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	\$3,738.04		Country	United States
	Explain why the Fair Market Value is Less than the Amount			Procurement Description	2021 HVAC Service calls/repairs

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
 Status: UNSUBMITTED  
 Certified Date: N/A

23.	Vendor Name	Turnbull	Address Line1	50 Franklin Street
	Type of Procurement	Design and Construction/Maintenance	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	\$2,110.86	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	2020 HVAC Service calls/repairs

24.	Vendor Name	Turnbull	Address Line1	50 Franklin Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
	Award Date	3/17/2021	State	NY
	End Date	4/1/2022	Postal Code	14020
	Fair Market Value		Plus 4	
	Amount	\$1,940.36	Province/Region	United States
	Amount Expended For Fiscal Year	\$1,940.36	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	2021 HVAC Scheduled Maintenance Contract

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Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2021

Run Date: 02/24/2022  
Status: UNSUBMITTED  
Certified Date : N/A

25.	Vendor Name	Victor Excavating Inc.	Address Line1	784 Old Dutch Road
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	VICTOR
	Award Date	9/9/2021	State	NY
	End Date		Postal Code	14564
	Fair Market Value		Plus 4	
	Amount	\$96,715.00	Province/Region	United States
	Amount Expended For Fiscal Year	\$76,736.25	Country	
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Re-route of drainage at Ag Park

Additional Comments

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Mark Masse

**Audit & Finance Committee**

**March 1, 2022**

**Review of Purchase and Sale Agreement for BETP Property**

**Discussion:** The GGLDC had previously approved Purchase and Sale Agreements from Fancher to acquire lots 2 and 3 of tax parcel 19.-1-74. Fancher would like to terminate those existing PSA's and replace it with a PSA for the entirety of parcel 19.-1-74 for \$304,000. This resolution will also include establishing a deed restriction on the parcel known as Lot 1 to ensure that the development that occurs there is a mixed use of commercial and residential rental.

**Fund Commitment:** Legal fees to Harris Beach not to exceed \$11,000 for the transaction.

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

**GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION**

**AUTHORIZING RESOLUTION**

(J & R Fancher Property Holdings, LLC: Revised Purchase and Sale Agreement to Sell Entire Tax Parcel, Termination of Old Purchase and Sale Agreements and Deed Restriction for Land)

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

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

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

**RESOLUTION OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, AUTHORIZING:**

- I. THE SALE OF CERTAIN LANDS OWNED BY GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION TO J & R FANCHER PROPERTY HOLDINGS, LLC, COMPRISING APPROXIMATELY 17.02 +/- ACRES LOCATED IN THE TOWN OF PEMBROKE, GENESEE COUNTY, NEW YORK, AND KNOWN AS TAX PARCEL 19.-1-74 (THE "LAND"),
- II. THE CANCELLATION OF PREVIOUSLY EXECUTED PURCHASE AND SALE AGREEMENTS FOR PROPOSED SUBDIVIDED LOTS 2 AND 3 UPON THE LAND,
- III. THE ADOPTION OF A DEED RESTRICTION FOR THE LAND RESTRICTING DEVELOPMENT ON THE SOUTHERN PORTION OF THE LAND TO MIXED USE WHICH WOULD APPLY TO THE AREA PREVIOUSLY DESCRIBED AS LOT 1 AND,
- IV. THE EXECUTION AND DELIVERY OF A NEW PURCHASE AND SALE AGREEMENT FOR THE CONVEYANCE OF THE LAND AND THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY AND INCIDENTAL THERETO.

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

WHEREAS, among other property, the Corporation owns approximately 17.02 +/- acres of vacant land located at Allegheny Road, Town of Pembroke, Genesee County, New York (the "Land"); and

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

WHEREAS, the Corporation desires to transfer to the Company, for and in consideration of \$304,000.00, the property located at Allegheny Road, in the Town of Pembroke, Genesee County, New York, known as tax parcel 19.-1-74 (the "Land"); and

WHEREAS, the Corporation desires to adopt a resolution authorizing (i) the sale of the Land to the Company, (ii) the cancellation of previously executed Purchase and Sale Agreements for Lots 2 and 3 on the Land, (iii) the approval of a deed restriction on the Land to restrict development on the southern portion of the Land to mixed-use (residential and commercial) and (iv) the execution of the Purchase and Sale Agreement, and a deed and related documents in connection with the purchase and sale of the Land (collectively, the "Closing Documents"); and

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

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

Section 1. The Corporation hereby finds and determines that:

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

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

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

Section 2. The Corporation hereby authorizes the transfer of the Land (such metes and bounds description to be agreed upon by the Buyer and GAB), subject to compliance with all applicable law, including, without limitation, the New York State Public Authorities



Accountability Act and the execution and delivery of all documents necessary and incidental thereto.

Section 3. The Corporation hereby authorizes the cancellation of the previously executed Purchase and Sale Agreements for Lots 2 and 3 and declares them to be null and void.

Section 4. The Corporation hereby authorizes the inclusion of the deed restriction (the form of which is in Exhibit B) in the deed transferring the Land to the Company, which would apply to the area previously described as Lot 1.

Section 5. The Chairman, Vice Chairman, President/Chief Executive Officer and/or Senior Vice President of Operations of the Corporation are hereby authorized, on behalf of the Corporation and GAB, to do all acts and things required and to execute and deliver all such deeds, certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Corporation with all of the terms, covenants and provisions of the documents executed for and on behalf of the Corporation.

Section 6. Harris Beach PLLC shall be entitled to attorney fees, exclusive of third party costs (i.e. recording costs, survey, etc.) not to exceed \$11,000.00 subject to no substantive title issues, municipal approval issues and/or environmental issues arising in connection with the purchase and sale of the Land, in which event, additional attorney fees are authorized as necessary to resolve such foregoing issues.

Section 7. These Resolutions shall take effect immediately upon adoption.

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

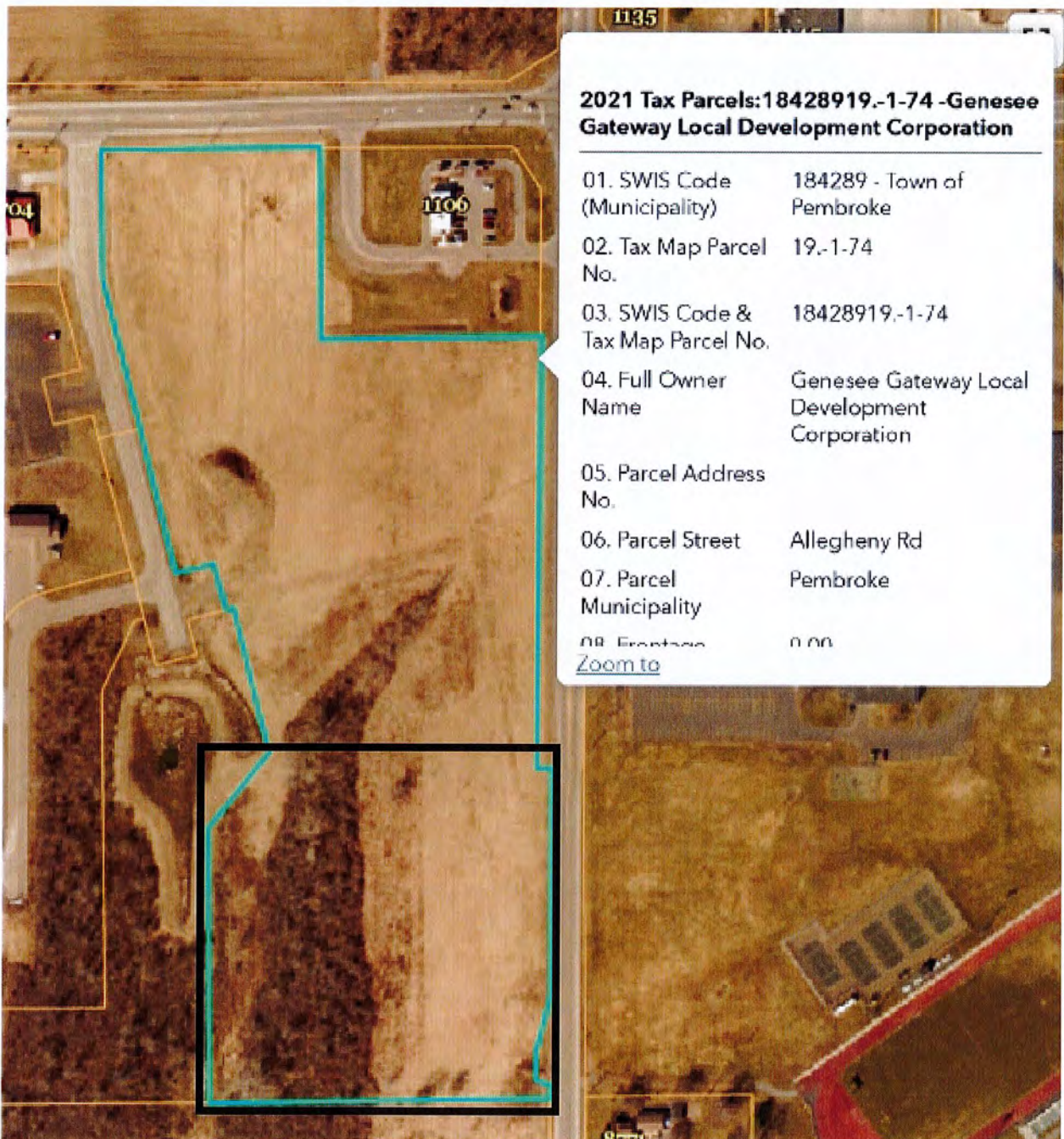
The Resolutions were thereupon duly adopted.

**EXHIBIT A**  
**Purchase and Sale Agreement – Entire Tax Parcel**

**EXHIBIT B**  
**Form of Deed Restriction**

This Deed shall serve to restrict the development on the southernmost one-third ( $\frac{1}{3}$ ) of the Property as depicted on Exhibit A (attached hereto and made a part hereof) to mixed-use (residential and commercial) development. This covenant shall run with the Property until such time as terminated, and shall be binding upon the parties hereto and inure to the benefit of their respective successors and assigns.

**EXHIBIT A**  
**Land Subject to Covenant for Mixed-Use Development**



**PURCHASE AND SALE CONTRACT  
FOR VACANT LAND**

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

**SELLER(S):** Genesee Gateway Local Development Corp., a New York 501(c)(3) not-for-profit corporation with an address at 99 MedTech Drive, Batavia, NY 14020

**OFFER TO PURCHASE**

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

1. **PROPERTY DESCRIPTION:** Property known as part of tax account number 19.-1-74 and is land owned by the Genesee Gateway Local Development Corp., approximate size of 17.02 acres. The Property is depicted per attached Exhibit "A" situated in the Town of Pembroke (the "Property").

2. **PRICE; AMOUNT AND HOW IT WILL BE PAID:** The purchase price to be paid by the Purchaser to the Seller (the "Purchase Price") shall be \$304,000.00.

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

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

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

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

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

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

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

B. **Abstract, Bankruptcy and Tax Searches.** Seller will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days from the Contract Date, at Purchaser's

expense, fully guaranteed tax, title and United States Court Searches dated or re-dated after the date of this Contract with a local tax certificate for Town, Village or City and School District taxes, if any (collectively, the "Title Evidence"). Purchaser will pay for continuing such searches to and including the day of closing..

- C. **Instrument Survey Map.** Purchaser shall furnish at Purchaser's sole cost and expense an instrument survey of the Property being purchased ("the Instrument Survey Map"). The Instrument Survey Map shall be prepared by a licensed surveyor and dated or re-dated after the date of this Contract. The Instrument Survey Map shall show acreage inclusive of the rights of way, if any and shall be furnished to the parties and their attorneys within thirty (30) calendar days from the receipt of the Title Evidence. The Instrument Survey Map shall be certified to meet the standard requirements of the Genesee County Bar Association and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the Property is located.
- D. **Corporate Documents.** Seller will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days before the Closing Date, at Seller's expense, a current Certificate of Good Standing.
- E. **Tax Bills.** Seller shall furnish copies of receipted real estate tax bills for the Premises for the past twelve (12) months within twenty (20) calendar days from the Date of Acceptance.
- F. **Permits.** To the extent in Seller's possession, custody or control, Seller shall furnish copies of current Certificates of Occupancy, Sump Pump Certificates (if applicable), and an other municipal code compliance certificates, etc., and also all licenses, permits or similar documents affecting or relating to the Property within twenty (20) days from the Date of Acceptance.
- G. **Other Documents.** To the extent in Seller's possession, custody or control, Seller shall also furnish copies of all appraisals, plans, drawings, specifications, environmental impact statements and other written documentation affecting or relating to the Property, within twenty (20) days of the Date of Acceptance.

6. **MARKETABILITY OF TITLE:**

- A. The deed and other documents delivered by Seller shall be sufficient to convey good marketable title to the Property in fee simple, free and clear of all liens and encumbrances. However, Purchaser agrees to accept title to the Property subject to: (i) restrictive covenants of record common to the tract or subdivision of which the Property is a part, provided these restrictions have not been violated, or if they have been violated, that the statute of limitations for any party to seek to enforce such violations has expired; (ii) the lien of current real estate taxes not due and payable; (iii) public utility easements along lot lines as long as the Purchaser has determined those easements do not interfere with any buildings now on the Property or with any improvements Purchaser may construct in compliance with all present restrictive covenants of record and zoning and building codes applicable to the Property; and (iv) the Award (defined below) (the "Permitted Exceptions"). Seller agrees to furnish any documents required by federal or state laws for transfer of title to real property.
- B. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED BY SELLER IN "AS-IS" CONDITION, THAT PURCHASER IS FULLY FAMILIAR WITH THE CONDITION OF THE PROPERTY, AND THAT PURCHASER IS BUYING THE PROPERTY BASED SOLELY ON PURCHASER'S

KNOWLEDGE OF THE PROPERTY AND NOT IN RELIANCE ON ANY REPRESENTATION MADE BY SELLER OR ANY EMPLOYEE OR AGENT OF SELLER. SELLER EXPRESSLY DISCLAIMS, AND PURCHASER ACKNOWLEDGES SUCH DISCLAIMER OF ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL CONDITION OR ENVIRONMENTAL COMPLIANCE OF THE PROPERTY. THE REPRESENTATIONS AND DISCLAIMER CONTAINED IN THIS SECTION SHALL SURVIVE CLOSING.

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

8. **RECORDING COSTS, MORTGAGE TAX, TRANSFER TAXES AND CLOSING ADJUSTMENTS:** Seller will pay the real property transfer tax and real property gains tax, if applicable. Purchaser will pay for recording the deed and the mortgage, and for the entire mortgage tax subject to any terms contained in an incentive package, if any, from GCIDA. The parties agree to cooperate in the execution and timely filing of all necessary documentation to determine any real property transfer gains tax. The following, as applicable, will be prorated and adjusted between Seller and Purchaser as of the date of closing, excluding any delinquent items, interest and penalties: current taxes or special district fees computed on a fiscal year basis, rent payments, fuel oil on the Property, water charges, pure water charges, sewer charges, current common charges or assessments. If there is a water meter at the Property, Seller shall furnish an actual reading to a date not more than 30 days before the closing date set forth in this Contract. At closing, the water charges and any sewer rent shall be apportioned on the basis of such actual reading.

9. **ZONING:** Seller represents that the Property is zoned as Interchange.

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

11. **DEPOSIT TO SELLER:** Purchaser has made a \$10,000.00 deposit ("Deposit") which is being held in escrow by Seller's attorney Harris Beach PLLC, 99 Garnsey Road, Pittsford, NY 14534. Such Deposit shall be refundable until the expiration of the Contingency Period, as may be extended as set forth herein, at which time it shall become non-refundable and payable to the Seller but shall be credited against the Purchase Price at Closing. Should this Contract be terminated by Purchaser prior to the expiration of the Contingency Period, as may be extended as set forth herein, the Deposit shall

be refunded to the Purchaser. In the event of Seller's default under this Purchase and Sale Contract, the Deposit shall be paid to the Purchaser as its sole and exclusive remedy.

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

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

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

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

Seller:

Genesee Gateway Local Development Corp.  
Attn: Mark A. Masse  
99 MedTech Drive  
Suite 106  
Batavia, New York 14020

Counsel for Seller:

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

Purchaser:

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

Counsel for Purchaser:

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

16. ACCESS TO PROPERTY/DUE DILIGENCE. At any time after the date upon which this Contract is executed by both Purchaser and Seller ("Date of Acceptance"), Purchaser may inspect, survey, examine and/or test the Property and conduct such tests thereon as it deems appropriate, including any such non-invasive inspection, surveying, examination, and/or testing required to conduct such activities in support of locating the planned economic development project at the site to and including any activities necessary for the SEQR process, by agent or otherwise. Purchaser acknowledges and agrees that it shall have no right to conduct drilling, soil boring or other invasive testing on the Property without first obtaining Seller's prior written consent, which consent shall be exercised in Seller's sole and absolute discretion and shall be predicated upon Purchaser presenting Seller with a detailed map of the location of where such invasive testing shall be conducted, a description of the nature of such invasive testing and whatever environmental or engineering reports upon which Purchaser is basing its request for such drilling, soil boring or other invasive testing. Purchaser and/or its agents and employees shall have access to the Property at any reasonable time for purposes of making the foregoing inspections on prior reasonable notice to Seller. Unless otherwise agreed to in writing between the Purchaser and Seller, Purchaser shall bear all costs associated with the foregoing inspections and associated activities of the Property performed or conducted by Purchaser, or at the request of Purchaser, by its agent(s) or otherwise. Purchaser agrees to indemnify, defend and hold Seller harmless from all actual suits, causes of action, losses, payments and expenses (including, but not limited to, reasonable attorneys' fees) arising from: (a) any personal injury or property damage caused by Purchaser's negligence during the inspection of the Property; (b) any and all mechanics', laborers', materialmen's or other liens asserted against the Property resulting from Purchaser's foregoing inspections; and (c) Purchaser's presence (or that of Purchaser's representatives, agents, employees, lenders, contractors, appraisers, architects and engineers) on or at the Property during the term of this Contract, which indemnity shall survive closing or the earlier termination of this Contract. Purchaser agrees to return the Property in as near as possible its condition prior to Purchaser's entry thereon.

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

18. COMMON AREA CHARGES; COMMUNITY FEES. The common area charges, association fees or other community fees or assessments (including, but not limited to, any charges, dues or fees due in connection with the Business Park) shall not exceed One Thousand Two Hundred Sixty-Five Dollars (\$1,265.00) annually.

19. APPLICABLE LAW. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York. The parties further agree that for the purposes of litigation arising



between the parties, venue shall be laid in Genesee County Supreme Court. The prevailing party shall be entitled to attorney fees.

20. **COUNTERPARTS.** This Contract may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Contract. Any counterpart delivered by electronic mail or facsimile transmission shall have the same force and effect as an original thereof.

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

22. **ENVIRONMENTAL.** Seller represents and warrants to the best of its actual knowledge without independent investigation or inquiry that it has not received written notice that the Property is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Seller further represents and warrants that it will provide any appraisals, plans, drawings, specifications, surveys, engineering reports, environmental studies, environmental impact statements related to the Property in its possession, custody or control within twenty (20) days of the Date of Acceptance.

23. **PRIOR CONTRACTS.** Purchaser acknowledges that the contract last dated as of February 2, 2021 for Lot 2 and the contract last dated as of August 9, 2021 for Lot 3 are hereby terminated and the Deposit is now applicable to the Property.

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

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

GENESEE GATEWAY LOCAL DEVELOPMENT CORP.

By: \_\_\_\_\_

Name: Donald S. Cunningham

Title: President

Date: \_\_\_\_\_, 2022

WITNESS: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

PURCHASER: J&R FANCHER PROPERTY HOLDINGS

By: \_\_\_\_\_

Name: Randall D. Fancher

Title: President

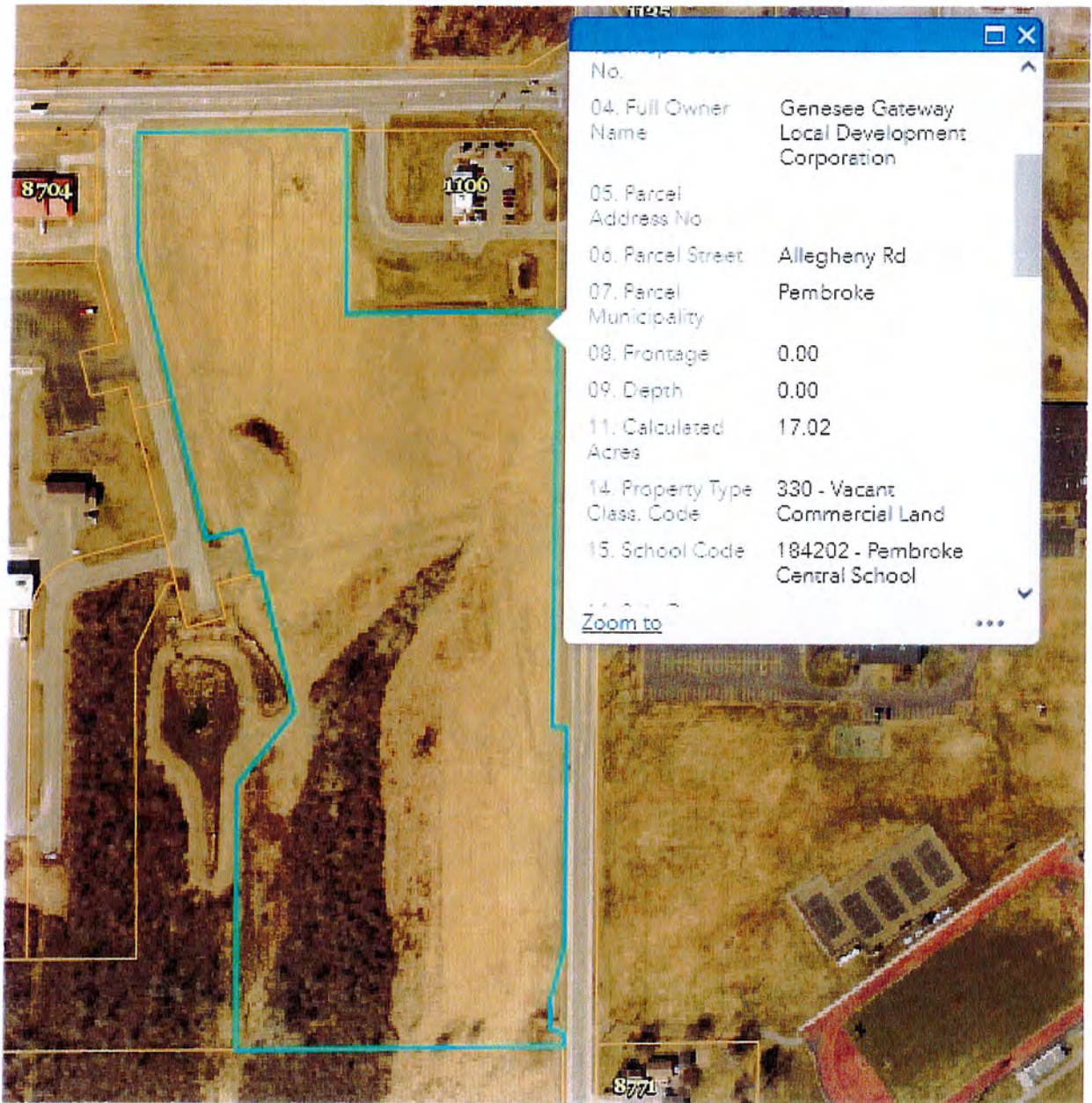
Date: \_\_\_\_\_, 2022

WITNESS: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

**EXHIBIT A**  
**Tax Map of the Property**



GCEDC

Jim Krencik, Director of Marketing & Communications

Board Meeting Report

March 1, 2022

**Approval of Subrecipient Grant Agreement with Genesee County**

Discussion: Genesee County has completed, submitted and been approved to receive Federal grant assistance in the amount of \$1,000,000 from NYS Housing Trust Fund Corporation represented by the NYS Office of Community Renewal through the Community Development Block Grant (CDBG) Fund for the purpose of providing financial grants to eligible businesses to support customer and staff safety, support efforts to bring employees back to the workforce, improve and expand business operations, facilitate outdoor dining, and improve business resiliency for businesses throughout Genesee County.

This agreement lays out the terms and conditions of that funding being received by the County and then disbursed and administered by the GGLDC.

Fund commitment: None.

Committee action request: Recommend approval to the full Board of the subrecipient grant agreement with Genesee County for the CDBG funding in connection with the CARES Act and implementation of the Genesee County Business Recovery COVID Relief Fund.

## GRANT AGREEMENT

THIS AGREEMENT, entered into this 14<sup>th</sup> day of October, 2021 by and between the County of Genesee, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal offices at 7 Main Street, Batavia, New York 14020, and hereinafter called "County", and Genesee Gateway Local Development Corporation, a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York and having its principal offices at 99 MedTech Drive, Batavia, New York 14020, and hereinafter called "GGLDC".

### WITNESSETH THAT:

WHEREAS, County has received Federal grant assistance in the amount of One Million Dollars (\$1,000,000.00) from the New York State Housing Trust Fund Corporation (hereinafter the "HTFC") represented by the Office of Community Renewal (hereinafter the "OCR") through the supplemental Community Development Block Grant (hereinafter "CDBG" or "CDBG-CV") Program under the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") (OCR Grant #444CVSB28-21) for the purpose of providing grants to eligible businesses to support customer and staff safety, support efforts to bring employees back to the workforce, improve and expand business operations, facilitate outdoor dining, and improve business resiliency for businesses throughout Genesee County, and otherwise implementing the "Genesee County Business Recovery COVID Relief Fund" (hereinafter the "Program"), and

WHEREAS, GGLDC has the capacity to implement the Program in the best interests of the County, and

WHEREAS, the County, by a resolution of the Legislature dated August 25, 2021, has authorized the provision of the Grant proceeds to the GGLDC under the terms and conditions as herein provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do mutually agree as follows:

#### Section 1. Definitions

The recitals to this Agreement are incorporated herein by reference. Unless otherwise defined herein, terms used in this Agreement which are defined in the recitals to this Agreement shall have the meanings given them in such recitals. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

"Application" means the County's CDBG-CV application to OCR certified on August 25, 2021 and accompanying submissions, and which is incorporated herein by reference and made a part hereof.

"CDBG" or "CDBG-CV" means Community Development Block Grant, a program of the United States Department of Housing and Urban Development, and includes supplemental funding provided under the CARES Act.

"CDBG Funds" means Community Development Block Grant funds, including funds in the form of grants under 24 CFR Part 570, Subpart I and grants funded with supplemental

funding under the CARES Act, that are subject to Grant Agreement #658CVSB5-21 between the County and HTFC.

"Grant Agreement" means the agreement dated October 14, 2021 between the County and HTFC that awards the CDBG Funds to the County, such agreement being incorporated herein and made a part hereof.

"HTFC" means the New York State Housing Trust Fund Corporation.

"HUD" means the United States Department of Housing and Urban Development.

"OCR" means the Office of Community Renewal, an office of the New York State Division of Homes and Community Renewal.

"OCR Grant" means the award of CDBG funds to the County by HTFC as represented by OCR and as evidenced by Grant Agreement #444CVSB28-21 between the County and HTFC dated October 14, 2021.

"Program" means the activities described in the Application that are to be undertaken by the County or GGLDC in implementing the "Genesee County Business Recovery COVID Relief Fund", such activities to generally include the provision of grants to eligible businesses to support customer and staff safety, support efforts to bring employees back to the workforce, improve and expand business operations, facilitate outdoor dining, and improve business resiliency for businesses throughout Genesee County, with eligibility determined in accordance with the Grant Agreement and the requirements for CDBG-CV funding.

"Program Guidelines" means the Genesee County "Business Recovery COVID Relief Fund" Program Guidelines adopted by GGLDC with respect to the Program, as amended from time to time, which guidelines are incorporated herein.

## Section 2. Statement of Work

2.1 GGLDC shall make its best efforts to implement the Program by using CDBG Funds in the amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00) to fund grants in a manner consistent with the Program Guidelines. In implementing the Program, GGLDC, either itself, or through the contracted services of a qualified third-party, shall be responsible for the following activities as appropriate:

- (a) Marketing of the Program to prospective applicants;
- (b) Development of appropriate forms and systems for grant application processing;
- (c) Preliminary review of applications (including determination of eligibility) and procurement of appropriate application information;
- (d) Consideration of applications, including written analyses and financial underwriting (including documentation of the CDBG underwriting process consistent with the regulations at 24 CFR 570.209 and Appendix A to 24 CFR Part 570 "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements"), and determination of eligibility pursuant to the Program Guidelines and CDBG-CV program requirements; approval and

declination of grant applications; and appropriate notifications to applicants;

- (e) Establishment of terms and conditions of grants;
- (f) Maintenance of all relevant information regarding the application review process;
- (g) All actions necessary to effect Program grant closings including, but not limited to the preparation of grant agreements, security agreements (if applicable), and other legal documents as appropriate and in a form consistent with applicable rules, regulations, and policies of the CDBG-CV program;
- (h) Assurance that all requisite HUD and OCR approvals are received prior to funding CDBG-CV activities;
- (i) Procurement of appropriate documentation to evidence and support disbursement of Grant proceeds; submittal of draw requests and supporting cost documentation to OCR; and coordination of disbursement of grant proceeds with the County in a manner consistent with the rules, regulations, and policies of the CDBG-CV program;
- (j) For each grant made by GGLDC with CDBG Funds pursuant to this Agreement, procurement of appropriate documentation to evidence the grantee's compliance with the grant conditions respecting employment, the grantee's project expenditures and financing, and such other information as may be required pursuant to the rules, regulations, and policies of the CDBG-CV program;
- (k) Periodic monitoring of compliance by grantees with the conditions and covenants of the grant;
- (l) Prepare for and attend the OCR Grant monitoring; and
- (m) All other reasonable actions as may be necessary to implement the Program in a manner consistent with the laws, regulations, and policies of the CDBG-CV program.

2.2 In addition to the activities described in Section 2.1 above, GGLDC shall itself, or through the contracted services of a qualified third-party, be responsible for the following with respect to the administration of the CDBG Funds and implementation of the Program:

- (a) Performance of all administrative activities required pursuant to the use of CDBG Funds including, but not limited to environmental review requirements, maintenance of books of account, procurement and maintenance of requisite statistical information, periodic reporting, preparation for and attendance at any OCR monitoring of the Grant, and the preparation of all submissions required to facilitate a closeout of the Grant. With respect to CDBG environmental review requirements, the parties hereto acknowledge that the County shall retain the ultimate responsibility for compliance, but that GGLDC shall cooperate with the County in procuring requisite information and performing requisite reviews; and
- (b) Development of appropriate forms and systems for the reporting and documentation of costs, employment, client eligibility, and all other information required to be maintained pursuant to the rules, regulations, and policies of the CDBG-CV program.

2.3 In accomplishing the Statement of Work as described in this Section 2, GGLDC may use staff and/or contracted services. To the extent that contracted services are used, such use shall be in accordance with the provisions of 2 CFR Part 200. Subject to the restrictions contained in Section 3.2 herein, GGLDC may be reimbursed for costs incurred in accomplishing the Statement of Work where such costs represent eligible CDBG program costs pursuant to 24 CFR Part 570 and are necessary, reasonable, and directly related to the work performed in accordance with this Agreement. For the reimbursement of such costs, the following shall apply:

(a) Direct costs of GGLDC must be documented by timesheets, invoices, or other appropriate information to evidence the nature of the cost. Such costs may include, but are not limited to employee salaries, benefits, and other compensation at rates not to exceed those paid by GGLDC for work not provided pursuant to this Agreement; and actual costs of materials, equipment, bonding, insurance, and services incurred by GGLDC; and

(b) Indirect costs of GGLDC may be reimbursed only where a written plan for the charging of such costs has been approved by OCR. Such costs are those which are charged as a percentage of direct costs and may include occupancy and equipment costs (including depreciation), maintenance, repair, and similar costs which are to be charged on a prorated basis.

(c) All eligible costs incurred by GGLDC pursuant to this Agreement shall be charged in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

2.4 GGLDC's procurement and use of third-party services in accomplishing the Statement of Work shall be consistent with the provisions 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

2.5 GGLDC shall make its best efforts to accomplish the Statement of Work as described in this Section 2 in a manner consistent with the requirements of the Grant Agreement.

2.6 GGLDC shall complete the Statement of Work set forth at this Section 2 as relates to the implementation of the Program by October 14, 2022 or by such later date as the OCR shall have approved as an extension of the termination date of the Grant Agreement.

2.7 Notwithstanding the obligation of GGLDC pursuant to Section 2.6 herein, unless this Agreement is terminated by the County pursuant to Section 14.2 herein, GGLDC shall continue to provide Grant administration services until such time as the OCR issues a closeout of the Grant.

### Section 3. Disbursements and Management of CDBG Funds

CDBG Funds shall be disbursed and managed by GGLDC in the following manner:

3.1 GGLDC may use CDBG Funds in a cumulative amount not to exceed \$875,000 to make grants to eligible businesses consistent with the goals and objectives of the Program as



set forth in the Program Policy and Operating Guidelines.

3.2 GGLDC may, at any time, requisition the County to draw and pay from CDBG Funds amounts due GGLDC for program delivery and administrative services provided pursuant to Section 2 of this Agreement. Such requisitions shall include an appropriate accounting of all charges to be paid from CDBG Funds. The amount of CDBG Funds provided by the County to GGLDC for the purpose of funding program delivery costs shall not exceed the sum of \$75,000 and the amount of CDBG Funds provided by the County to GGLDC for the purpose of funding administrative services shall not exceed the sum of \$50,000. The County shall be responsible for effecting any such draws of CDBG Funds in a timely manner upon requisition by GGLDC and shall disburse CDBG Funds so drawn to GGLDC no more than three (3) business days after receiving such CDBG Funds from OCR.

3.3 At any time, GGLDC may requisition the County to draw CDBG Funds from OCR for the purpose of disbursing grants to eligible small businesses. The County shall be responsible for effecting any such draws of CDBG Funds in a timely manner upon requisition by GGLDC and shall disburse CDBG Funds so drawn to GGLDC no more than three (3) business days after receiving such CDBG Funds from OCR. The cumulative amount of CDBG Funds provided by the County to GGLDC for the purpose of disbursing grants to eligible businesses shall not exceed the sum of Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00).

3.4 GGLDC shall maintain CDBG Funds it receives for the purpose of making small business grants in a non-interest-bearing bank checking account and shall disburse all such CDBG Funds no later than three (3) business days after their receipt.

3.5 Notwithstanding any other provision of this Agreement, the County shall not be obligated to disburse to GGLDC any funds that are not made available to the County pursuant to the Grant Agreement.

3.6 The County shall be obligated to reimburse GGLDC for the cost of services provided prior to the effective date of this Agreement if such services; (a) were provided on or after the date of the Agreement between the County and the New York State Housing Trust Fund respecting the OCR Grant; (b) represent eligible costs pursuant to the OCR Grant; (c) were provided in a manner consistent with all provisions of this Agreement.

3.7 Notwithstanding any other provision of this Agreement, the County shall not be obligated to reimburse GGLDC for any costs incurred pursuant to this Agreement that are in excess of, or inconsistent with, CDBG amounts approved under the OCR Grant.

#### Section 4. CDBG Grant

4.1 The County and GGLDC acknowledge and agree that the CDBG Funds provided to GGLDC pursuant to this Agreement shall be in the form of a grant pursuant to Section 105(a)(15) of the Housing and Community Development of 1974, as amended (42 USC 5305), and that, consistent with the provisions of 24 CFR 570.489(e)(2)(ii), any income received by GGLDC resulting from GGLDC's use of CDBG Funds pursuant to this Agreement is not CDBG Program Income and may be retained and used by GGLDC without restriction.

Section 5. Financial Management

5.1 GGLDC shall comply with the "Standards for Financial Management Systems" set forth at 2 CFR Part 200, Subpart D.

5.2 GGLDC shall comply with the audit requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

Section 6. Reports and Information

6.1 At such time and in such forms as OCR or the County directs, GGLDC shall cooperate in submitting to the County any statements, records, reports, data and information required by OCR or County pertaining to matters and services covered by this Agreement.

6.2 GGLDC shall retain all records that are directly pertinent to this Agreement for four years after the OCR Grant and all other pending matters have closed.

Section 7. Inspection of Records

7.1 At any time during normal business hours and as often as the County may deem necessary, GGLDC shall make available to the County, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives or agents, all of its records with respect to matters covered by this Agreement, and GGLDC shall permit the County, OCR, the Comptroller General of the United States, or their respective agents, to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, reports of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Section 8. Assignment by GGLDC

8.1 GGLDC acknowledges that its rights, obligations, and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of the County.

Section 9. Federal Contract Requirements

To the extent applicable to the services provided by GGLDC under this Agreement, GGLDC shall comply with the following requirements. In addition, GGLDC shall include such provisions in any contracts it executes in accomplishing the Statement of Work as described in this Section 2.

9.1 Equal Employment Opportunity - All construction contracts awarded in excess of \$10,000 shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

9.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) - All contracts and subgrants in excess of \$2,000 for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.

9.3 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) -, All construction contracts of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor shall be placed in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to HUD.

9.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) - All construction contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR part 5), requiring each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours and allowing work in excess of the standard work week provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous on federal and federally financed and assisted construction projects. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9.5 Patent Rights to Inventions Made Under a Contract or Agreement – In the event services include the performance of experimental, developmental, or research work, the Federal Government and recipient of the OCR Grant shall have patent rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9.6 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental

Protection Agency (EPA).

9.7 Section 3 of The Housing and Community Development Act of 1968 (12 U.S.C. 1701u), as amended - All contracts subject to Section 3 shall include such provisions as are required under 24 C.F.R. Part 75.

9.8 Anti-Job Pirating Act 24CFR 570.482(h) – CDBG Funds will not be used to assist directly in the relocation of any industrial or commercial plant, facility, or operation, from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area (LMA) from which the relocation occurs.

Section 10. Additional Provisions of Law to be Complied With

10.1 The parties hereto agree to comply with applicable State and local laws, rules and regulations, and any future revisions thereto, including but not limited to, 2 CFR Part 200 and 24 CFR Parts 570, in the performance of this Agreement.

Section 11. Indemnification

11.1 GGLDC shall defend, indemnify, and hold harmless HTFC and the County and their respective agents and employees from and against any and all claims, actions, damages, losses, expenses, and costs of every nature and kind, including reasonable attorney's fees, incurred by or asserted or imposed against HTFC or the County arising out of GGLDC's performance of the Statement of Work as set forth at Section 2 of this Agreement, except to the extent that such claims, actions, damages, losses, expenses, and costs arise from an inability of GGLDC to perform the Statement of Work due to a failure by the County to perform its obligations under this Agreement.

Section 12. Supersedure of Prior Agreements

12.1 This Agreement shall supersede all prior agreements, both written and oral, between the parties respecting the use of CDBG Funds awarded by OCR for implementation of the Program.

Section 13. Amendments

13.1 This Agreement may be amended only by the mutual written consent of the County and GGLDC.

Section 14. Notices

14.1 All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mail, postage prepaid, in the case of telegraphic notice, when delivered to the telegraph company, or in the case of tested telex, upon confirmation of the receipt, addressed as set forth below or to such other address as may be hereafter designated in writing by the respective parties hereto:

County: Chair, Genesee County Legislature  
7 Main Street  
Batavia, New York 14020

GGLDC: Chairman, Genesee Gateway Local Development Corporation  
99 MedTech Drive  
Batavia, New York 14020

Section 15. Term of Agreement

15.1 This Agreement shall become effective as of the date first above written.

15.2 This Agreement may be terminated by the County upon the failure of GGLDC to accomplish the Statement of Work in a timely manner (as determined by OCR) or otherwise fail to administer the Grant in a manner consistent with the rules, regulations, and policies of OCR. Such termination shall be effected by written notification to GGLDC by the County and shall state the reason(s) for the termination and an effective date of the termination that is no earlier than fourteen (14) days after the date of such written notification.

15.3 Upon a termination of this Agreement for cause pursuant to Section 15.2 of this Agreement, the County shall have the right to take the following actions:

(a) Whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any obligations, agreements, or covenants of GGLDC arising under this Agreement prior to such termination; and

(b) Where a finding is made by HUD or OCR respecting GGLDC's use of CDBG Funds that results in a monetary obligation of the County to any program or agency, the County shall have the right to demand from GGLDC, and GGLDC shall have the obligation to immediately provide to the County, a cash payment in an amount not to exceed the amount of such monetary obligation.

15.4 This Agreement shall terminate immediately upon the occurrence of either of the following:

(a) Suspension or termination of the award of CDBG Funds to the County by OCR occurs due to GGLDC's material failure to comply with any of the terms and conditions of said award or this Agreement.

(b) The OCR shall have issued to the County a closeout of the Grant that is unconditional and requires no actions that are the responsibility of GGLDC pursuant to this Agreement.

15.5 Upon a termination of this Agreement, GGLDC shall not henceforth obligate or expend CDBG Funds.

15.6 Upon a termination of this Agreement, the County shall be obligated to pay from CDBG Funds costs resulting from any obligations of CDBG Funds made by GGLDC pursuant to this Agreement where such obligations were made prior to the date of termination and in a

manner consistent with the terms and conditions of this Agreement.

Section 16. Reimbursement of Grant Funds

16.1 In the event that (i) OCR shall make a finding regarding the implementation of the Program that requires the County to pay to OCR, or to reimburse to the County's CDBG account from non-CDBG Funds, any amount of the OCR Grant funds, and (ii) It is expressly stated by OCR that such OCR finding resulted in whole or in part from GGLDC's failure to meet its obligations pursuant to this Agreement in a manner acceptable to OCR; then the County shall have the right to receive from GGLDC, and GGLDC shall have the obligation to pay to the County, the lesser of (i) a sum equal to the amount the County is required by the OCR finding to pay to OCR or reimburse to the County's CDBG account, or (ii) the amount of CDBG Funds disbursed to GGLDC by the County pursuant to this Agreement. The County shall exercise such right of receipt by written notification to GGLDC which includes an assertion of such right, the amount of GGLDC's obligation, and written evidence of the applicable OCR finding. GGLDC shall effect such payment to the County within twenty-one (21) calendar days of its receipt of such notification.

16.2 Notwithstanding any other provision of this Section 16, in the event that (i) OCR effects a closeout of the OCR Grant, and (ii) at the time of such closeout, there are no pending monetary findings by OCR that resulted in whole or in part from GGLDC's failure to meet its obligations pursuant to this Agreement in a manner acceptable to OCR, then GGLDC's performance of the Statement of Work shall be deemed satisfactory and GGLDC shall henceforth have no payment obligations to the County pursuant to this Agreement.

[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized offices as of the day and year first above written.

COUNTY OF GENESEE, NEW YORK

By: \_\_\_\_\_  
Rochelle Stein, Chair

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Don Cunningham, Chairman

ACKNOWLEDGMENT OF SIGNATORY(IES)

State of New York    )  
  )ss  
County of Genesee    )

On the            day of                                    in the year 2022 before me, the undersigned, a Notary Public in and for said state, personally appeared Rochelle Stein, to me known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature of Notary Public

ACKNOWLEDGMENT OF SIGNATORY(IES)

State of New York    )  
  )ss  
County of Genesee    )

On the            day of                                    in the year 2022 before me, the undersigned, a Notary Public in and for said state, personally appeared Don Cunningham, to me known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature of Notary Public