



Meeting Agenda – Audit and Finance Committee
 Genesee Local Development Corp.
 Tuesday, December 1, 2020 -- 8:30 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.	D. Cunningham	
	1a. Executive Session: Nothing at this time.	D. Cunningham	
2-6	2. Chairman's Report & Activities 2a. Agenda Additions / Other Business 2b. Minutes: October 27, 2020	D. Cunningham	Vote
	3. Discussions / Official Recommendations to the Board:		
7-11	3a. October 2020 Financial Statements	L. Farrell	Disc / Vote
12-57	3b. Insurance Renewal / Extension	L. Farrell	Disc / Vote
	3c. Cyber Insurance Coverage	L. Farrell	Discussion
58-59	3d. 2021 Grant Consulting Services Contract	L. Farrell	Disc / Vote
60	3e. MedTech Centre Cleaning Services	L. Farrell	Disc / Vote
61-75	3f. By-laws for Water Works Corp	M. Masse	Disc / Vote
76-90	3g. By-laws for Sewer Works Corp	M. Masse	Disc / Vote
91-102	3h. Grant Agreement with Town of Batavia (OCR – HP Hood)	M. Masse	Disc / Vote
103-114	3i. Grant Agreement with Town of Batavia (OCR – Upstate Niagara)	M. Masse	Disc / Vote
115	3j. Increase in Harris Beach Legal Fees on Land Sale	M. Masse	Disc / Vote
	4. Adjournment	D. Cunningham	Vote



GGLDC Audit & Finance Committee Meeting

Tuesday, October 27, 2020

Location - Electronically

8:30 a.m.

MINUTES

ATTENDANCE

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

1. CALL TO ORDER / ENTER PUBLIC SESSION

T. Felton called the meeting to order at 9:15 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 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: September 29, 2020

T. Bender made a motion to recommend approval of the September 29, 2020 minutes; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS TO THE BOARD:

3a. September 2020 Financial Statements- L. Farrell reviewed with the Committee the significant items of the September 2020 long form financial statements and noted the following:

- On the balance sheet, there is a new line item with a balance of \$6,800 in Restricted Cash Grant Funds. We collected the final draw for the Freightliner OCR grant. A portion of these funds will be paid to Harry Sicherman for grant consulting services and the balance will be paid to Freightliner as the final payment of the deferred loan.

2b

2

- In the Batavia Micropolitan Area Revolving Loan Fund, Kego made a \$110,000 advance loan payment in September.
- Accounts payable increased by our monthly accrual for amounts that are due to the GCEDC quarterly for the Economic Development Program Support Grant and the MTC Property Management Fee.
- Regarding MedTech Centre debt re-pricing, the current portion of the bonds payable increased significantly. The Five Star Bank loans/bonds rates decreased automatically at 10 years in September. The taxable bond went from 6.64% to 3.16%. The tax-exempt bond went from 4.44% to 2.52%. These rates will be locked for the next 10 years. The USDA loan is at 4%, which did not change.
- Normal monthly activity on the income statements for all funds.

P. Battaglia made a motion to recommend to the full Board the approval of the September 2020 Financial Statements; the motion was seconded by T. Bender. Roll call resulted as follows:

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

The item was approved as presented.

3b. Strategic Investment Funds Analysis – L. Farrell made the following comments:

- 2020 Genesee County Chamber of Commerce actual loan collections were updated. No additional Chamber Loan collections were projected, but we do anticipate future collections on these loans.
- Regarding opportunities, we anticipate receiving \$25,000 per solar project into the LDC. As we look at the 2020 cash projection and the LDC 2021 budget, we anticipate receiving \$100,000 in 2020 and another \$75,000 in 2021. An initial discussion began with the consideration that these funds would be used for the initial capitalization of a Workforce Development Training Center

3c. GGLDC 2021 Budget – L. Farrell presented the 2021 budget to the Committee for final review and recommendation to the full Board for approval. L. Farrell noted that there were only a few changes made to the budget since the Committee reviewed it last:

- The financial outlook for the remainder of 2020 was provided with the Committee meeting materials. Bond payments (Debt service) now reflects updated payment due to the decrease in interest rates for the remainder of 2020. The adjustment was made on the 2021 budget as well.
- There was a reallocation of \$25,000 from YSG Solar that was previously under MedTech Park but was moved to Operations. These funds will be included in strategic investments.
- The cash budget is then converted into an accrual budget. The significant changes when converting from cash to accrual are:
 - o Only interest income is shown for loan repayments received from companies.
 - o Only interest expense is shown for debt service for MedTech Centre.
 - o Depreciation is included.
 - o Grant expense of \$224,500 related to the Freightliner loan is included. If the grant is successfully closed out, the Board could authorize the forgiveness of the deferred loan.

2b

3

T. Bender made a motion to recommend to the full Board the approval of the GGLDC 2021 Budget 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 - Absent

The item was approved as presented.

3d. MedTech Centre Debt Re-Pricing – This discussion was included as a part of the September 2020 Financial Statements agenda item. No further discussion took place.

3e. GGLDC 1+3 Budget - L. Farrell presented the 1+3 budget to the Committee for final review. It was noted that most line items show a 3% increase year over year unless there is an asterisk. These line items could be estimated more accurately based upon additional information that is available.

This is simply a forecast and not a formal approval of the budgets for years 2022-2024. This information will be entered into PARIS (Public Authorities Reporting Information System).

P. Battaglia made a motion to recommend to the full Board the approval of the GGLDC 1+3 Budget as presented; the motion was seconded by T. Felton. Roll call resulted as follows:

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

The item was approved as presented.

3f. GCEDC Economic Development Support Grant - L. Farrell stated that the Economic Development Program Support Grant of \$300,000 was included within the GCEDC's and GGLDC's 2021 budgets.

T. Bender made a motion to recommend to the full Board the approval of the 2021 Economic Development Program Support Grant to the GCEDC; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

3g. Auditor Selection – L. Farrell presented an engagement letter from Mostert, Manzanero & Scott, LLC for \$11,700, which includes a single audit if needed. This is the same rate as last year's services.

T. Bender made a motion to recommend to the full Board authorization to sign the engagement letter with Mostert, Manzanero & Scott, LLC for auditing services, not to exceed \$11,700, the motion was seconded by P. Battaglia. Roll call resulted as follows:

- T. Felton - Yes

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

The item was approved as presented.

3h. MedTech Centre Insurance Settlement – The total construction and remediation costs for the water damage totaled \$59,579.79. The final settlement from the insurance company increased from \$55,110.26 to \$57,000.00.

T. Bender made a motion to recommend to the full Board authorization to accept the increased settlement offer from the insurance company and sign the release form; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

3i. Rest & Revive Additional 2-month Loan Deferral Request – The Rest & Revive Float Center had previously received a six-month deferral on their current loan with the GGLDC due to Covid-19. They reopened on June 15th and received multiple bookings for float sessions, however, those appointments were to redeem gift certificates purchased in late 2019. They lost 80% of their regular clients due to Covid-19. They are diligently working to book those regulars as well as pick up new clients.

The Committee requested more information. No recommendation was made.

3j. Formation of Water & Sewer Works Corp – The STAMP onsite water system and on-site sanitary sewer system with off-site discharge will be owned, operated, and maintained by two entities that are to be formed under NYS Transportation Corporation Law. The GGLDC will be the sole shareholder of these corporations. The GGLDC has petitioned and received consent from the Genesee County Department of Health, Genesee County Highway Department, the Town of Alabama Highway Department, and the Town of Alabama regarding the formation of the water works corporation, and has petitioned and received consent from Genesee County Department of Health, Orleans County Department of Health, the Genesee County Highway Department, the Town of Shelby Highway Department, and the Town of Shelby regarding the formation of the sewer works corporation.

More information will follow regarding formation of these entities.

3k. Genesee County Mowing Contract – The GGLDC received a proposal for mowing of the stormwater ponds and vacant land at Gateway II, MedTech Centre, and Ag Park for 2021. Proposal amount is from the same vendor as last year and the price has been increased (2019 was \$11,050) to \$11,600 and is included in the 2021 GGLDC budget as presented to the Committee.

P. Battaglia made a motion to recommend to the full Board the approval of the mowing contract with the Genesee County Highway Department as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

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

The item was approved as presented.

3I. MedTech SDNA – The current mortgages with Five Star Bank and the USDA for the MedTech Centre lists the entire 34 acres of the MedTech Park as being included with the “Facility” description on the mortgage. A solar company currently has a ground lease on approximately 2 acres of land and are now moving forward with the final design and approval of a commercial solar farm. As part of their title search review their attorney noticed the description of the property as well as the “Assignment of Rents” section refers to all leases, including this ground lease. In order to make this project happen the company’s attorney is asking if we can sign a Sub-Ordination Non-Disturbance and Attornment Agreement (SDNA) for that parcel. Five Star Bank provided their standard SDNA form to use and USDA is checking on the applicability.

The Committee concluded that signing the SDNA form is normal course of business. Staff will have D. Cunningham sign the agreement pending review from legal counsel. Board approval is not required.

4. ADJOURNMENT

P. Battaglia made a motion to adjourn at approximately 10:16 a.m., seconded by T. Bender and passed unanimously.

**Genesee Gateway Local Development Corp.
October 2020 Dashboard
Balance Sheet - Accrual Basis**

	<u>10/31/20</u>	<u>9/30/20</u>	<u>[Per Audit]</u> <u>12/31/19</u>
ASSETS:			
Cash - Unrestricted	\$ 332,431	\$ 351,391	\$ 303,219
Cash - Restricted ^(A)	535,979	454,587	934,626
Cash - Reserved ^(B)	1,080,936	1,135,591	1,158,480
Cash - Subtotal	1,949,346	1,941,569	2,396,325
Grants Receivable	-	-	4,646
Accounts Receivable	53,167	-	69
Loans Receivable - Current Portion	336,039	343,529	358,874
Other Current Assets ⁽¹⁾	1,744	2,180	872
Total Current Assets	2,340,296	2,287,278	2,760,786
Land Held for Dev. & Resale	3,493,874	3,492,374	3,489,854
Buildings & Improvements	7,202,120	7,202,120	7,202,120
Furniture, Fixtures & Equipment	43,600	43,600	43,600
Total Property, Plant & Equip.	10,739,594	10,738,094	10,735,574
Less Accumulated Depreciation	(1,924,316)	(1,907,908)	(1,760,244)
Net Property, Plant & Equip.	8,815,278	8,830,186	8,975,330
Loans Receivable - Noncurrent Portion ^(Net of \$202,125 Allow for Bad Debt)	905,715	915,154	847,445
Equity Investment in Genesee Agri-Business, LLC ⁽²⁾	3,220,240	3,220,240	3,220,240
Other Assets	4,125,955	4,135,394	4,067,685
Total Assets	15,281,529	15,252,858	15,803,801
LIABILITIES:			
Accounts Payable ⁽³⁾	35,312	98,726	16,915
Unearned Revenue ⁽⁴⁾	68,471	68,769	44,457
Security Deposits	108,680	108,680	108,680
Loans Payable - Current Portion	79,346	79,082	76,749
Bonds Payable - Current Portion	144,999	144,458	115,205
Total Current Liabilities	436,808	499,715	362,006
Loans Payable - Noncurrent Portion	2,275,119	2,281,854	2,341,460
Bonds Payable - Noncurrent Portion	2,707,975	2,722,026	2,850,337
Total Noncurrent Liabilities	4,983,094	5,003,880	5,191,797
Total Liabilities	5,419,902	5,503,595	5,553,803
EQUITY	\$ 9,861,627	\$ 9,749,263	\$ 10,249,998

Significant Events:

1. Other Current Assets - prepaid D & O Insurance.
2. Equity Investment in Genesee Agri-Business, LLC - ties to corresponding GAB, LLC financial statements.
3. Accounts Payable - Grant consulting expenses, grant for continuing Economic Development Program Support and MedTech Centre Property Management.
4. Unearned Revenue - MedTech Centre rent received in advance; Interest received in advance; LeRoy/Bergen America's Best Community grant funds received, but not yet expended/earned; MedTech Centre insurance claim for roof repairs received in advance.

^(A) Restricted = Community Benefit Agreement (CBA) Funds, Security Deposits, USDA Debt Sinking Fund, Grant Funds.

^(B) Reserved = OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds,

Batavia Micropolitan Area Redevelopment Loan Funds, Grant Funds.

**Genesee Gateway Local Development Corp.
October 2020 Dashboard
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2020	2020
	10/31/20	10/31/19	2020	2019	Board Approved Budget	YTD % of Budget
Operating Revenues:						
Grants (1)	\$ 93,000	\$ 93,000	\$ 317,804	\$ 814,990	\$ 924,615	34%
Interest Income on Loans	1,843	3,008	19,194	24,631	24,986	77%
Rent	61,616	57,941	576,045	566,315	724,855	79%
Common Area Fees - Parks	-	-	500	-	500	100%
Fees	-	-	4,900	9,481	-	N/A
Other Revenue	53,167	20	55,711	2,048	-	N/A
Total Operating Revenues	209,626	153,969	974,154	1,417,465	1,674,956	
Operating Expenses:						
Operations & Maintenance (2)	26,770	15,815	164,265	104,119	161,169	102%
Professional Services	7,257	11,807	93,733	105,839	155,483	60%
Econ. Dev. Prog. Support Grant	25,000	25,000	250,000	250,000	300,000	83%
Site Development Expense	8,200	-	504,648	2,289	727,612	69%
Grant Expense	-	-	-	-	819,648	0%
Real Estate Dev. (Capitalized)	1,500	-	4,020	7,470	11,670	N/A
Buildings/Furniture/Equip. (Capitalized)	-	1,537	-	59,671	-	0%
Balance Sheet Absorption	(1,500)	(1,537)	(4,020)	(67,141)	(11,670)	N/A
Depreciation	16,408	17,215	164,072	164,789	196,788	83%
Total Operating Expenses	83,635	69,837	1,176,718	627,036	2,360,700	
Operating Revenue (Expense)	125,991	84,132	(202,564)	790,429	(685,744)	
Non-Operating Revenues (Expenses):						
Other Interest Income	276	2,285	9,290	18,332	9,250	100%
Interest Expense	(13,903)	(21,666)	(195,097)	(223,763)	(245,105)	80%
Total Non-Operating Exp.	(13,627)	(19,381)	(185,807)	(205,431)	(235,855)	
Change in Net Assets	112,364	64,751	(388,371)	584,998	(921,599)	
Net Assets - Beginning	9,749,263	10,193,200	10,249,998	9,672,953		
Net Assets - Ending	\$ 9,861,627	\$ 10,257,951	\$ 9,861,627	\$ 10,257,951		

Significant Events:

1. Grant Revenue - Darien Lake CBA payment received in October: YTD includes \$225K OCR grant that supports loan to Freightliner.

Genesee Gateway Local Development Corp.
October 2020 Dashboard
Statement of Cash Flows

	October 2020	YTD
CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Grant Income	\$ 93,000	\$ 322,450
Interest Income on Loans	1,545	18,682
Rental Income	61,616	571,167
Common Area Fees - Parks	-	500
Fees	-	4,900
Other Revenue	-	31,948
Operations & Maintenance	(26,334)	(165,790)
Professional Services	(20,671)	(99,614)
Economic Development Program Support Grant	(75,000)	(225,000)
Site Development Expense	(8,200)	(504,648)
Improvements of Land Held for Dev. & Resale	(1,500)	(4,020)
Issuance of Loans	-	(438,000)
Repayment of Loans	16,929	402,565
Net Cash Provided (Used) By Operating Activities	41,385	(84,860)
CASH FLOWS USED BY CAPITAL & RELATED FINANCING ACTIVITIES:		
Principal Payments on Bonds & Loans	(19,981)	(176,312)
Interest Paid on Bonds & Loans	(13,903)	(195,097)
Net Cash Used By Capital & Related Financing Activities	(33,884)	(371,409)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income	276	9,290
Net Cash Provided By Investing Activities	276	9,290
Net Change in Cash	7,777	(446,979)
Cash - Beginning of Period	1,941,569	2,396,325
Cash - End of Period	\$ 1,949,346	\$ 1,949,346
RECONCILIATION OF OPERATING REVENUE (EXPENSE) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Operating Revenue (Expense)	\$ 125,991	\$ (202,564)
Adjustments:		
Depreciation Expense	16,408	164,072
Increase in Land Held For Dev. & Resale	(1,500)	(4,020)
Increase in Grants/Accounts Receivable	(53,167)	(48,452)
Decrease (Increase) in Other Current Assets	436	(872)
Decrease (Increase) in Loans Receivable	16,929	(35,435)
Increase (Decrease) in Operating Accounts Payable	(63,414)	18,397
Increase (Decrease) in Unearned Revenue	(298)	24,014
Total Adjustments	(84,606)	117,704
Net Cash Provided (Used) By Operating Activities	\$ 41,385	\$ (84,860)

**Genesee Gateway Local Development Corp.
October 2020 Dashboard
Balance Sheet - Accrual Basis**

	GGLDC		GABLLC		COMBINED	
	10/31/20	10/31/20	Eliminations	10/31/20	Per Audit 12/31/2019	
ASSETS:						
Cash - Unrestricted	\$ 332,431	\$ -	\$ -	\$ 332,431	\$ 303,219	
Cash - Restricted (a)	535,979	-	-	535,979	934,626	
Cash - Reserved (b)	1,080,936	591,644	-	1,672,580	1,425,731	
Cash - Subtotal	<u>1,949,346</u>	<u>591,644</u>	<u>-</u>	<u>2,540,990</u>	<u>2,663,576</u>	
Grants Receivable	-	-	-	-	4,646	
Accts Receivable - Current	53,167	-	-	53,167	69	
Loans Receivable - Current	336,039	-	-	336,039	358,874	
Other Current Assets	1,744	-	-	1,744	872	
Total Current Assets	<u>2,340,296</u>	<u>591,644</u>	<u>-</u>	<u>2,931,940</u>	<u>3,028,037</u>	
Land & Improvements	3,493,874	3,117,305	-	6,611,179	6,611,365	
Buildings & Improvements	7,202,120	-	-	7,202,120	7,202,120	
Furniture, Fixtures & Equipment	43,600	-	-	43,600	43,600	
Total Property, Plant & Equip.	<u>10,739,594</u>	<u>3,117,305</u>	<u>-</u>	<u>13,856,899</u>	<u>13,857,085</u>	
Less Accumulated Depreciation	(1,924,316)	-	-	(1,924,316)	(1,760,244)	
Net Property, Plant & Equip.	<u>8,815,278</u>	<u>3,117,305</u>	<u>-</u>	<u>11,932,583</u>	<u>12,096,841</u>	
Loans Receivable - Noncurrent	905,715	-	-	905,715	847,445	
Equity Investment in GAB, LLC	3,220,240	-	(3,220,240)	-	-	
Other Assets	<u>4,125,955</u>	<u>-</u>	<u>(3,220,240)</u>	<u>905,715</u>	<u>847,445</u>	
TOTAL ASSETS	<u>15,281,529</u>	<u>3,708,949</u>	<u>(3,220,240)</u>	<u>15,770,238</u>	<u>15,972,323</u>	
LIABILITIES:						
Accounts Payable	35,312	-	-	35,312	20,135	
Unearned Revenue	68,471	-	-	68,471	45,657	
Security Deposits	108,680	-	-	108,680	108,680	
Loans Payable - Current Portion	79,346	-	-	79,346	76,749	
Bonds Payable - Noncurrent Portion	144,999	-	-	144,999	115,205	
Total Current Liabilities	<u>436,808</u>	<u>-</u>	<u>-</u>	<u>436,808</u>	<u>366,426</u>	
Loans Payable - Noncurrent Portion	2,275,119	-	-	2,275,119	2,341,460	
Bonds Payable - Noncurrent Portion	2,707,975	-	-	2,707,975	2,850,337	
Total Noncurrent Liabilities	<u>4,983,094</u>	<u>-</u>	<u>-</u>	<u>4,983,094</u>	<u>5,191,797</u>	
TOTAL LIABILITIES	<u>5,419,902</u>	<u>-</u>	<u>-</u>	<u>5,419,902</u>	<u>5,558,223</u>	
EQUITY	<u>\$ 9,861,627</u>	<u>\$ 3,708,949</u>	<u>\$ (3,220,240)</u>	<u>\$ 10,350,336</u>	<u>\$ 10,414,100</u>	

- (a) Restricted - Community Benefit Agreement (CBA) Funds, Security Deposits, USDA Debt Sinking Fund, Grant Funds
 (b) Reserved - OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds, Batavia Metropolitan Area Redevelopment Loan Funds, Grant Funds.

Genesee Gateway Local Development Corp.
October 2020 Dashboard
Profit & Loss - Accrual Basis

	GGLDC		GABLLC		COMBINED	
	<u>10/31/20</u>		<u>10/31/20</u>		<u>10/31/20</u>	<u>Combined YTD</u>
<u>Operating Revenues:</u>						
Grants	\$ 93,000	\$ -	\$ -	\$ -	\$ 93,000	\$ 317,804
Interest Income on Loans	1,843	-	-	-	1,843	19,194
Rent	61,616	1,200	-	-	62,816	587,445
Common Area Fees - Parks	-	-	-	-	-	5,500
Fees	-	-	-	-	-	4,900
Other Revenue	53,167	-	-	-	53,167	55,711
Land Sale Proceeds (1)	-	-	-	-	-	335,158
Total Operating Revenues	209,626	1,200	-	-	210,826	1,258,224
<u>Operating Expenses:</u>						
Operations & Maintenance	26,770	-	-	-	26,770	176,586
Professional Services	7,257	-	-	-	7,257	93,733
Econ. Dev. Program Support Grant	25,000	-	-	-	25,000	250,000
Site Development Expense	8,200	-	-	-	8,200	504,648
Real Estate Development (Capitalized)	1,500	-	-	-	1,500	4,020
Balance Sheet Absorption	(1,500)	-	-	-	(1,500)	(4,020)
Cost of Sales	-	-	-	-	-	15,443
Depreciation	16,408	-	-	-	16,408	164,072
Total Operating Expenses	83,635	-	-	-	83,635	1,204,482
Operating Revenue (Expense)	125,991	1,200	-	-	127,191	121,230
<u>Non-Operating Revenues (Expenses):</u>						
Other Interest Income	276	74	-	-	350	10,103
Interest Expense	(13,903)	-	-	-	(13,903)	(195,097)
Total Non-Operating Rev (Exp)	(13,627)	74	-	-	(13,553)	(184,994)
Change in Net Assets	112,364	1,274	-	-	113,638	(63,764)
Net Assets - Beginning	9,749,263	3,707,675	(3,220,240)	-	10,236,698	10,414,100
Net Assets - Ending	\$ 9,861,627	\$ 3,708,949	\$ (3,220,240)	\$ -	\$ 10,350,336	\$ 10,350,336

GGLDC

Lezlie Farrell – Finance & Operations
Audit & Finance Committee Report
December 1, 2020

Insurance Renewal / Extension

Included in the board meeting packets is renewal information from Selective Insurance. Tompkins has also provided us with a summary and comparison of 2021 versus 2020 costs.

We had discussed having Tompkins obtain alternative insurance proposals for 2021. It is recommended that 60-90 days are allowed for that process, giving insurance companies enough time to understand who we are and what we do so that they can give us the best prices possible.

We would like to discuss two options:

1. We could accept this proposal from Selective Insurance and keep them as our carrier for 2021.

OR

2. We could extend our coverage with Selective Insurance through February (or any other time) while Tompkins works on obtaining alternative insurance proposals. This would give insurance companies more time to provide us with thoughtful quotes.

Additional Note:

Joe Teresi will be attending the committee meeting to discuss our renewal/extension options. He will also go over the MedTech Centre water damage claim. We can discuss if there is additional coverage that we could have had in place that would have made that outcome different.



		<u>Renewal</u> <u>2021</u>	<u>Renewal</u> <u>2021</u>	<u>Annualized</u> <u>2020</u>
		100% Coinsurance	90% Coinsurance	
<u>SELECTIVE</u>				
Property		\$10,501.64	\$10,910.61	\$9,811.66
	Bldg Limit	7,362,669	7,362,669	7,048,428
	BI Limit	640,000	640,000	505,000
General Liability		\$15,492	\$15,492	\$13,459
Commercial Auto		\$222	\$222	\$184
Inland Marine		\$102	\$102	\$100
Crime		\$60	\$60	\$60
Umbrella		<u>\$9,714</u>	<u>\$9,714</u>	<u>\$8,804</u>
	Total Package	\$36,091.64	\$36,500.61	\$32,418.66
Worker's Compensation		\$4,165		\$4,109
		<u>2020-2021</u>		<u>2019-2020</u>
<u>TRAVELERS</u>				
Crime		\$657		\$657
<u>GUARDIAN</u>				
Disability Benefits		TBD		TBD

Selective General Liability Includes Data Compromise Coverage

Named Insureds

Genesee County Industrial Development Agency, Inc.
 dba Genesee County Economic Development Agency
 Genesee Gateway Local Development Corporation
 Genesee Valley Agri-Business, LLC

SELECTIVE

BE UNIQUELY INSUREDSM

Quotation of Commercial Insurance

Prepared for:

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, GE
ESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC
99 MED TECH DR
BATAVIA, NY 140209712



Presented By:

TOMPKINS INSURANCE AGENCIES, INC.
90 MAIN STREET
BATAVIA, NEW YORK 14020

Proposal Print Date:11/17/2020

3b

14

SELECTIVE

BE UNIQUELY INSUREDSM

Quotation of Commercial Insurance
Lessors Risk
Renewal

Prepared for:

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, GE
ESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC
99 MED TECH DR
BATAVIA, NY 140209712



Presented By:

TOMPKINS INSURANCE AGENCIES, INC.
90 MAIN STREET
BATAVIA, NEW YORK 14020

Proposal Print Date: 11/17/2020
Underwritten By:
Selective Ins Co of the Southeast

The following quotation of insurance has been developed for the above captioned risk.
IT IS AGREED AND UNDERSTOOD NO COVERAGE HAS BEEN BOUND.

This quotation will expire after (30) days Or the effective date of requested coverages unless otherwise notified.
Auto Quote is contingent upon receipt of complete driver information where all drivers meet our underwriting guidelines.

3b

16



Providing Insurance Solutions Clients Can Trust Since 1926

Since its founding, Selective has built a reputation of honesty, efficiency and quality service among agents and customers alike. As of 1930, that reputation has been backed by an "A" (Excellent) or better rating from A.M. Best – a premier financial rating organization.

Combining great products and service, coupled with an exemplary record of responsiveness is the Selective advantage that will keep you coming back for more. Whether you need an insurance expert in your field, the continual support of 24/7 claims service, the convenience of paying your bill online or customized coverage designed to fit your unique needs, Selective is the answer.

Selective Insurance Group, Inc. is primarily a holding company for ten customer-focused property and casualty (P&C) insurance companies and ranked as the 49th largest P&C insurance group in the United States by A.M. Best Co. These companies offer a broad range of insurance and alternative risk management services. Selective provides value-added products and services to businesses, public entities and individuals through approximately 990 independent agents in 22 primary eastern and Midwestern states. Our approximately 1,900 employees create the competitive advantages that make Selective one of the best regional insurance organizations in the marketplace.

3b

17

HERE'S WHAT YOU CAN EXPECT AS A BUSINESS CUSTOMER WITH SELECTIVE.

PRIOR TO POLICY ISSUED



Top Quality Agent



Safety Management Survey¹

- Comprehensive Risk Advice
- Help Identify Unknown Risks
- A local team from Selective working in partnership with your agent

AS A SELECTIVE CUSTOMER



Welcome Email



Digital Policy



Mobile App & Web Portal

- Sign up for **Online Access**
- View Policies, Bills, Auto ID Cards²
- Manage Account 24/7



Safety Management Evaluation



Safety Management Service Visit



License Verification with Atlas Certified

- Review Risk Mitigation Efforts
- **Online Tools & Videos**
- Validate Credentials and Increase Compliance



Electronic Billing Alerts



Automatic Payment Options

- Via Email, Text³, **Mobile App**³
- Checking/Savings Account, Credit/Debit Cards
- Various Flexible Payment Plans
- Pay as You Go⁴



Extended Hours Contact Center



Instant Customer Recognition

- Pay via Phone 24/7
- Communication via Phone, Email, Chat



Selective[®] Drive

- **Selective[®] Drive Mobile App**
- Reduce Distracted/Careless Driving
- Track Driver Locations
- Fleet Route Optimization



Customer Preferences



Proactive Messages



Recall Alerts

- Choice of Communication Channel
- Billing, Claims & Policy Notifications
- Customized Weather Alerts
- Product & Auto Recalls



Accident Claim



Upload Claim Photos with EZ Write



48-Hour Payment with SWIFTClaimSM

- Multiple Claim Reporting Options
- Unlimited Photo Upload
- Payment Within Two Days⁵



Proof of Insurance via Mobile App

- Instant Access to Proof of Insurance
- Locate Key Service Providers



Automatic Renewal Options

- Convenient Automatic Renewals
- Multi-Line Product Discount Opportunities

¹ Available for selected Commercial Lines Customers

² Where Allowable by State

³ Coming In 2019

⁴ With PaySync[®] Products

⁵ Only for SWIFTClaimSM

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Table Of Contents

	<u>Page #</u>
Premium Summary.....	7
Location Schedule.....	8
Property.....	9
Crime Fidelity.....	10
Inland Marine.....	11
General Liability.....	11
Automobile.....	16
Umbrella.....	17
Terrorism (Certified Acts) Information.....	19
Billing Information.....	20
IN0587 0116.....	Appendix I
SelectPac Property Extension Endorsement.....	Appendix II
Crime SelecPac Endorsement.....	Appendix III
ElitePac General Liability Extension Endorsement.....	Appendix IV
ElitePac Commercial Auto Extension Endorsement.....	Appendix V

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

3b

19

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Premium Summary

<u>Coverage</u>	<u>Premium</u>
Property	\$10,501.64
Crime Fidelity	\$60.00
Inland Marine	\$102.00
General Liability	\$15,492.00
Automobile	\$222.00
Umbrella	\$9,714.00
Total Premium	\$36,091.64

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Policy Location Schedule

<u>Loc#</u>	<u>Bldg#</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
001	001	7856 GRISWOLD ROAD	LE ROY	NY	14482
002	001	PEMBROKE PARK	CORFU	NY	14036
003	001	W/S ALLEGANY ROAD	CORFU	NY	14036
004	001	99 MED TECH DR	BATAVIA	NY	14020
Class Code		0702	Property Interest	Not Available	
Year Built		2010	Stories	2	
Total Area		40642	Protection Class	04	
Sprinklered		Y	Alarm	Not Available	
Construction Type		NON-COMBUSTIBLE			
005	001	EAST MAIN ST RD & ELLICOTT ST RD	BATAVIA	NY	14020
006	001	6608 CROSBY RD	BASOM	NY	14013
007	001	6680 CROSBY RD	BASOM	NY	14013
008	001	6590 CROSBY RD	BASOM	NY	14013
009	001	6561 CROSBY RD	ALABAMA TFPD	NY	14003
010	001	6620 CROSBY RD	BASOM	NY	14013
011	001	6576 CROSBY RD	BASOM	NY	14013
012	001	LAKE ROAD	LEROY	NY	14482
013	001	APPLE TREE ACRES	BERGEN	NY	14416
014	001	CROSBY ROAD WEST SIDE	BASOM	NY	14013
015	001	CROSBY ROAD EAST SIDE	BASOM	NY	14013
016	001	CROSBY ROAD	ALABAMA TS	NY	14013
017	001	gateway li	BATAVIA	NY	14020
018	001	lewiston rd	BASOM	NY	14013

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Property

Policy Level

Deductible: 2,500
Coinsurance: Bldg: 100 BPP: 100
Loss Free Years: 0

Optional Coverages/Extensions

SelectPac Property Extension Endorsement
Systems Power Pac Clas Rated Deductibles
Combined All Coverages Ded: Follows Property Deductible

Limit

Premium

\$212.00

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY

Coverage

Building 7,362,669
Agreed Value – Yes
Business Pers Prop - Business Personal Property 97,552
Business Income with Extra Expense 640,000
waiting period- 72 hours
Systems Power Pac

Limit

Premium

\$7,216.00

\$416.00

\$864.00

\$1,559.00

Location 004/001 - Total Premium

10055

Other

NY Fire Tax \$19.64
Terrorism Premium (Certified Acts) \$215.00

Total Property Premium

\$10,501.64

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

3b

22

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Crime Fidelity

Policy Level

Coverage Type	Commercial Crime Coverage		
<u>Coverages</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
Employee Theft Blanket	\$500.00	25,000	Included
Forgery & Alteration	\$500.00	25,000	Included
Computer Fraud	\$500.00	5,000	Included
Crime SelecPac Endorsement			\$60.00

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY

<u>Coverages</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
IP - Theft of Money and Securities	\$500.00	25,000	Included
IP - Robbery or Safe Burg of Other Prop	\$500.00	25,000	Included
Outside the Premises	\$500.00	25,000	Included

Total Crime Fidelity Premium \$60.00

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

3b

23

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Inland Marine

Policy Level Coverages

	<u>Limit</u>	<u>Premium</u>
Virus or Harmful Code	50,000	\$.00

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY

	<u>Limit</u>	<u>Premium</u>
Electronic Information Systems - Scheduled Equipment - Formula	25,000	\$102.00

Other

Total Inland Marine Premium		\$102.00
------------------------------------	--	-----------------

General Liability

Policy Level

	<u>Limit</u>	<u>Premium</u>
General Aggregate	2,000,000	
Products/Completed Ops	2,000,000	
Each Occurrence	1,000,000	
Personal & Advertising Injury	1,000,000	
Fire Damage	500,000	
Medical Expense	15,000	

<u>Additional Coverages</u>	<u>Quantity/Limit</u>	<u>Premium</u>
Designated Person/Org CG 2026	2	\$70.00

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Data Compromise		\$79.00
• Aggregate Limit	50,000	
ElitePac General Liability Extension Endorsement		\$590.00

Location Level

Location 001/001 - 7856 GRISWOLD ROAD, LE ROY, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 14.452)	28	\$405.00
Products/Completed Operations	28	Included

Location Level

Location 002/001 - PEMBROKE PARK, CORFU, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 14.452)	36	\$520.00
Products/Completed Operations	36	Included

Location Level

Location 003/001 - W/S ALLEGANY ROAD, CORFU, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 14.452)	20	\$289.00
Products/Completed Operations	20	Included

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY
Class 61212 - BUILDINGS PREM MERC MANF OTHER THA

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 151.827)	38,900	\$5,906.00
Products/Completed Operations	38,900	Included

Location Level

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

36

25

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Location 004/001 - 99 MED TECH DR, BATAVIA, NY
Class 61227 - BUILDINGS PREMISES NOT FOR PROFIT

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 506.850)	3,100	\$1,571.00
Products/Completed Operations	3,100	Included

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY
Class 91585 - CONTRACTORS SUB OF BUILDINGS

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.669)	50,000	\$133.00
Products/Completed Operations (Final Rate 1.526)	50,000	\$76.00

Location Level

Location 005/001 - EAST MAIN ST RD & ELLICOTT ST RD, BATAVIA, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 14.452)	139	\$2,009.00
Products/Completed Operations	139	Included

Location Level

Location 006/001 - 6608 CROSBY RD, BASOM, NY
Class 63010 - DWELLINGS ONE FAMILY(LESSOR'S RISK ONLY)

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 141.259)	1	\$141.00
Products/Completed Operations	1	Included

Location Level

Location 007/001 - 6680 CROSBY RD, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.430)	2	\$5.00
Products/Completed Operations	2	Included

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

36

26

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Location Level

Location 008/001 - 6590 CROSBY RD, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.430)	1	\$2.00
Products/Completed Operations	1	Included

Location Level

Location 009/001 - 6561 CROSBY RD, ALABAMA TFPD, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.430)	1	\$2.00
Products/Completed Operations	1	Included

Location Level

Location 010/001 - 6620 CROSBY RD, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.430)	1	\$2.00
Products/Completed Operations	1	Included

Location Level

Location 011/001 - 6576 CROSBY RD, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.430)	1	\$2.00
Products/Completed Operations	1	Included

Location Level

Location 012/001 - LAKE ROAD, LEROY, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.078)	77	\$160.00

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Products/Completed Operations 77 Included

Location Level

Location 013/001 - APPLE TREE ACRES, BERGEN, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.078)	88	\$183.00
Products/Completed Operations	88	Included

Location Level

Location 014/001 - CROSBY ROAD WEST SIDE, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.078)	674	\$1,401.00
Products/Completed Operations	674	Included

Location Level

Location 015/001 - CROSBY ROAD EAST SIDE, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.078)	372	\$773.00
Products/Completed Operations	372	Included

Location Level

Location 016/001 - CROSBY ROAD, ALABAMA TS, NY
Class 68703 - WAREHOUSES OCCUPIED BY SINGLE INTEREST

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 37.384)	4,950	\$185.00
Products/Completed Operations	4,950	Included

Location Level

Location 017/001 - gateway Ii, BATAVIA, NY
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

36

28

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 14.452)	40	\$578.00
Products/Completed Operations	40	Included

Location Level

Location 018/001 - lewiston rd, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.430)	18	\$44.00
Products/Completed Operations	18	Included

Other

	<u>Premium</u>
Products Min Prem Applies	\$366.00

Total General Liability Premium \$15,492.00

Automobile

Policy Level

	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Liability Limit Type CSL			
- Liability	8,9	1,000,000	
ElitePac Commercial Auto Extension Endorsement			\$25.00

State Level Coverages (NY)

<u>Coverage</u>	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Non-Owned		IF ANY	\$169.00
Excess Hired		IF ANY	\$28.00

Total Automobile Premium \$222.00

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Umbrella

<u>Policy Level</u>	<u>Limit/Premium Basis</u>
Excess Limit	\$10,000,000
Aggregate Limit	\$10,000,000
Self Insured Retention	\$10,000

<u>Underlying Liability</u>	<u>Limit/Premium Basis</u>	<u>Premium</u>
Automobile		\$33.00
Carrier: Selective Ins Co of the Southeast		
CSL	1,000,000	
Employers Liability		
Each Accident Limit	100,000	
Each Employee Limit	100,000	
Policy Limit	500,000	
General Liability		\$2,620.00
Carrier: Selective Ins Co of the Southeast		
General Aggregate	2,000,000	
Prod Comp Aggregate	2,000,000	
Pers/Adv Aggregate	1,000,000	
Each Occurrence	1,000,000	

Total 1st 1 MM	\$2,653.00
1 MM X/S 1MM	\$1,061.00
1 MM X/S 2MM	\$750.00
1 MM X/S 3MM	\$750.00
1 MM X/S 4MM	\$750.00
1 MM X/S 5MM	\$750.00
1 MM X/S 6MM	\$750.00
1 MM X/S 7MM	\$750.00
1 MM X/S 8MM	\$750.00
1 MM X/S 9MM	\$750.00

Other

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Total Umbrella Premium

\$9,714.00

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 08354300

Policy Period: 01/01/21 to 01/01/22

Terrorism (Certified Acts) Information

Refer to attached IN 0587 0116 Policyholder Disclosure Notice – Offer of Terrorism Insurance Coverage when Terrorism Insurance Coverage Was Previously Rejected

TERRORISM COVERAGE AS DESCRIBED ABOVE, HAS BEEN REJECTED. AS A RESULT, THIS POLICY WILL EXCLUDE CERTAIN TERRORISM LOSSES. THE PREMIUM FOR THE TERRORISM (FIRE ONLY) COVERAGE IS \$215.00.

TO INCLUDE TERRORISM, YOUR PREMIUM WOULD BE AS FOLLOWS:

TERRORISM - CERTIFIED ACTS: \$865.00

TERRORISM – AUTO \$0.00

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Selective Customer Self-Service and Billing Options



We understand that each customer has unique needs—that's why Selective offers a variety of installment plans. Your agent can assist you with selecting a plan that works best with and meets the eligibility requirements for your particular policy. Please note that policies on the same account may have different payment plans and installment fees may apply.

- 1-Pay: Due in full at policy inception
- 2-Pay: Two equal installments due at policy inception and in the 6th month of the policy term
- 4-Pay: Four equal installments due at policy inception and in the 3rd, 6th and 9th months of the policy term
- Quarterly: Four equal installments due quarterly starting at policy inception
- 10-Pay: 19% due at policy inception, the remaining balance billed in nine equal monthly installments

The SelectPay® Advantage (Electronic Funds Transfer)

With our free SelectPay® service, your insurance payments can be automatically deducted from your checking or savings account. Not only will this save you time, but you'll avoid late fees.

Signing up for SelectPay® is easy – just visit www.selective.com and sign in. Click the “Billing & Payments” tab and then choose the “Pay Bill” link. You will need your policy number and bank account information to complete the transaction.

PaySync® Flexible Payment Program

Get the cash flow flexibility you need with PaySync® for your Selective Workers Compensation (WC) and Commercial Package Policy (CPP). With PaySync® WC, pay your premium installments when you pay your payroll; with PaySync® CPP, premiums are broken down into 12, 24, 26, or 52 payments – your choice during policy issuance. Benefits include:

- No down payments
- PaySync® is simply another pay plan option, so no special underwriting guidelines apply

You'll need to provide Selective with your payroll information each pay cycle to be eligible to the PaySync® WC program. Payroll information can be submitted by you or a third party, such as an accountant or payroll processor, on your behalf. For more information about the program, please visit selective.com/paysync or contact your agent.

Your time is valuable. Selective lets you manage your policy on your own time through our online Customer Self-Service site. Here you can:

- Pay your bill
- Schedule future payments
- Build and print certificates of insurance
- Print automobile ID cards
- File a claim
- Review, download or print a copy of your policy

Registration is simple. Have your policy or bill handy when you visit www.selective.com and then click “Need a Customer User ID and Password”. Follow the onscreen instructions to answer the three security questions identifying your policy and begin managing your account 24/7.

**POLICYHOLDER DISCLOSURE NOTICE
OFFER OF TERRORISM INSURANCE COVERAGE
WHEN TERRORISM INSURANCE COVERAGE
WAS PREVIOUSLY REJECTED**

This policy provides no coverage for losses resulting from "acts of terrorism", as defined in Section 102(1) of the Terrorism Risk Insurance Act, except for fire losses resulting from an "act of terrorism" which we are prohibited by state law from excluding. This is because you have instructed us that you did not want to purchase coverage for such losses and further instructed us not to provide coverage for such losses on any renewal terms. We are providing this offer to you, however, because the Act requires us to annually offer you the opportunity to purchase insurance coverage for losses resulting from "acts of terrorism" certified under the Act.

Offer of Coverage:

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism", as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an "act of terrorism"; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU HAVE PREVIOUSLY REJECTED THIS COVERAGE AND INSTRUCTED US NOT TO PROVIDE IT ON ANY POLICY RENEWALS. THEREFORE, IN ACCORDANCE WITH THE ACT, WE HAVE ATTACHED EXCLUSION(S) ELIMINATING COVERAGE FOR CERTIFIED "ACT OF TERRORISM" LOSSES, EXCEPT FOR FIRE LOSSES RESULTING FROM AN "ACT OF TERRORISM".

Disclosure of Premium:

The portion of your annual premium for Terrorism (fire only) coverage _____ and is due regardless of whether you choose to purchase coverage for certified "acts of terrorism".

We can delete the exclusion(s) for a total annual Terrorism premium charge of _____, which includes the premium for Terrorism (fire only) coverage.

This additional premium charge does not include any charges for the portion of loss that may be covered by the federal government under the Act. Please be aware that even if you purchase coverage for losses resulting from certified "acts of terrorism", your policy will still contain other policy terms, conditions, limitations and exclusions that may impact whether coverage is available in the event of a loss resulting from a certified "act of terrorism".

3b

34

Federal Participation in Payment of Terrorism Losses:

You should know that where coverage is provided by this policy for losses resulting from certified "acts of terrorism", such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, under the formula, the United States Government generally reimburses the following percentages of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage:

- a. 85% through 2015;
- b. 84% beginning on January 1, 2016;
- c. 83% beginning on January 1, 2017;
- d. 82% beginning on January 1, 2018;
- e. 81% beginning on January 1, 2019;
- f. and 80% beginning on January 1, 2020.

Cap on Insurer Participation in Payment of Terrorism Losses:

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified "acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

3b

SelectPac Property Extension

The following forms are included:

- CP 7628 SelectPac Property Extension Endorsement
- CP 7629 SelectPac Schedule (lists the coverages & limits in the above endorsement)

Coverage	Limit
Additional Property Covered:	
The cost of excavations, grading, backfilling or filling	Included in Bldg Limit
Foundations of buildings, structures, machinery or boilers	Included in Bldg Limit
Personal property while airborne or waterborne	Included in BPP Limit
Underground pipes, flues or drains	Included in Bldg Limit
Arson, Theft and Vandalism Rewards (not applicable in New York)	\$5,000
Back Up Of Sewer, Drain Or Sump - Direct Damage	\$50,000
Brands and Labels	Included in BPP Limit
Business Income/Extra Expense Related Additional Coverages (applicable if BI written):	
Back Up Of Sewer, Drain Or Sump - Business Income	\$50,000
Dependent Properties	\$50,000
Extended Period of Indemnity	180 Days
Extra Expense (applies if no Business Income - ALS coverage)	\$25,000
Newly Acquired Locations - Business Income	\$50,000
Utility Services - Time Element	\$25,000
Business Personal Property Seasonal Increase	10%
Change of Temperature and Humidity	Included
Claim Expenses	\$10,000
Consequential Loss to Stock	Included in Valuation
Deductible (waiver of multiple property deductibles)	Included
Deferred Payments	\$5,000
Fire Department Service Charge	\$5,000
Fire Extinguishing Equipment	\$10,000
Inland Marine Related Coverages:	
Accounts Receivable	\$25,000
Electronic Information Systems (aka Computer Equipment and Electronic Data)	\$25,000

3b

36

SelectPac Property Extension

Coverage	Limit
Fine Arts	\$10,000
Installation Property	\$25,000
Mobile Equipment	\$10,000
Personal Effects - Within the Coverage Territory	\$5,000 Per Person / \$25,000 Occurrence
Property in Transit - Within the Coverage Territory	\$25,000
Salesperson's Samples - Within the Coverage Territory	\$10,000
Tools and Equipment	\$10,000
Valuable Papers and Records	\$25,000
Lock Replacement	\$1,000
Marring and Scratching	Included
Newly Acquired or Constructed Property - Building Per Location	\$500,000
Newly Acquired or Constructed Property - Business Personal Property Per Location	\$250,000
Non-Owned Detached Trailers	\$5,000
Ordinance or Law Coverage:	
Coverage A - Undamaged Parts of a Building	Included in Bldg Limit
Coverage B - Demolition Cost	\$50,000
Coverage C - Increased Cost of Construction	\$50,000
Coverage D - Tenants' Improvements and Betterments	\$10,000
Outdoor Property	\$50,000
Outdoor Trees, Shrubs and Plants (\$2,500 any one item)	\$10,000
Personal Property At Unnamed Premises - Within the Coverage Territory	\$25,000
Personal Property of Others	Included in BPP Limit
Pollutant Clean-up and Removal	\$25,000
Premises Boundary Increased Distance	1,000 Feet
Replacement Cost Valuation for Personal Property of Others	Included
Selling Price Valuation	Included
Spoilage (formerly Refrigerated Property)	\$5,000
Tenant's Building Glass Liability	Included in BPP Limit
Theft Damage to Building	Included in BPP Limit

SelectPac Property Extension

Coverage	Limit
Theft Limitation Amendments	
Patterns, Dies, Molds and Forms	Included in BPP Limit
Utility Service - Direct Damage	\$25,000
Voluntary Parting by Trick, Scheme or Device	Included

Confidential, unpublished property of Selective Insurance Company of America. Use and distribution limited solely to authorized personnel and appointed agents. Do not duplicate or distribute.

©2019 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at selective.com/about/affiliated-insurers.aspx.

3b

Crime SelectPac Endorsement

Coverage	Limit
Crime SelectPac Endorsement CR 7914 [1]	
Employee Theft	\$25,000
Forgery Or Alteration	\$25,000
Inside The Premises – Theft of Money and Securities	\$25,000
Inside The Premises – Robbery Or Safe Burglary of Other Property	\$25,000
Outside The Premises	\$25,000
Computer Fraud	\$5,000

[1] When the SelectPac Property Extension Endorsement is purchased, the Crime SelectPac Endorsement is available under the Crime Coverage Part. The Crime SelectPac is not available if the SelectPac Property Extension Endorsement is not purchased.

Confidential, unpublished property of Selective Insurance Company of America. Use and distribution limited solely to authorized personnel and appointed agents. Do not duplicate or distribute.

©2019 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at selective.com/about/affiliated-insurers.aspx.

ElitePac® General Liability Extension Endorsement

The following forms/coverages are included:

- CG 73 00 (or CG 73 00NY, CG 73 00FL) ElitePac® General Liability Extension Endorsement
- CG 79 35 (or CG 79 35NY, CG 79 35FL) Product Recall Expense Coverage Endorsement - \$25,000 Limit
- \$15,000 Increased Limit for Medical Payments (N/A for the following Market Segments: Auto Services, Emergency Services, Governmental, Hotels, Resorts and Restaurants)

Coverage	Limit
Additional Insured – Primary and Non-Contributory Provision	Included
Blanket Additional Insureds – As Required By Contract	Included
Broad Form Vendors Coverage	Included
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	\$500,000 (Limit to be shown on Dec Page)
Electronic Data Liability	\$100,000
Employee Definition Amended	Included
Employees As Insureds Modified	Included
Employer's Liability Exclusion Amended (N/A in NY)	Included
Incidental Malpractice Exclusion Modified (N/A for Social Service and Senior Living Market Segments)	Included
Knowledge of Occurrence, Claim, Suit or Loss	Included
Liberalization Clause	Included
Medical Payments Amendments	Included
Any Insured Amendment	Included
Products Amendment	Included
Mental Anguish Amendment (N/A in NY)	Included
Newly Formed or Acquired Organizations	Included
Non-Accumulation of Limits (N/A in NY or WI)	Included
Non-Owned Aircraft	Included
Non-Owned Watercraft (under 60 feet)	Included
Not-For-Profit Organization Members as Additional Insureds	Included
Personal and Advertising Injury – Discrimination Amendment (N/A in NY)	Included

3b

40

ElitePac® General Liability Extension Endorsement

Coverage	Limit
Supplementary Payments Amended	Included
Bail Bonds	\$5,000
Loss of Earnings	\$1,000
Unintentional Failure To Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery (subrogation)	Included

Confidential, unpublished property of Selective Insurance Company of America. Use and distribution limited solely to authorized personnel and appointed agents. Do not duplicate or distribute.

©2019 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at selective.com/about/affiliated-insurers.aspx.

ElitePac® Commercial Auto Extension Endorsement

The following forms are included:

- CA 7809NY ElitePac® Commercial Automobile Extension
- CA 7816NY Schedule ElitePac® Commercial Automobile Extension

Coverage	Limit
Amendments To Section II – Liability Coverage	
Newly Acquired Or Formed Organizations – qualify as named insured if majority owned with no similar insurance available	Included
Limited Liability Companies – members and managers are insureds while using an auto not owned or hired by named insured	Included
Employees As Insureds – while using an auto not owned or hired by named insured in named insured's business	Included
Blanket Additional Insureds	Included
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment – exclusion does not apply to volunteer workers not entitled to Workers Compensation coverage	Included
Fellow Employee Coverage – the exclusion is deleted	Included
Care, Custody Or Control Amendment – exclusion does not apply to property owned by anyone other than an insured	\$1,000 limit Per "Accident"; \$500 Deductible Per "Accident"
Amendments To Section III – Physical Damage Coverage	
Towing And Labor	
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible – waived when glass is repaired	Included
Additional Transportation Expenses	\$60 Per Day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 Per "Loss"
Hired Auto Loss of Use Coverage – for expenses named insured is legally responsible to pay for loss of use of covered auto	\$750 Per "Accident"

3b

42

ElitePac® Commercial Auto Extension Endorsement

Coverage	Limit
Amendments To Section III – Physical Damage Coverage, Continued	
Auto Loan/Lease Gap Coverage (N/A in New York)	Unpaid amount due on lease or loan, with exceptions
Personal Effects Coverage – for covered personal items in a covered auto at time of theft, no deductible applies	\$500 Per “Accident”
Airbag Coverage	Included
Expanded Audio, Visual and Data Electronic Equipment Coverage - \$50 deductible applies	Included
Comprehensive Deductible – Location Tracking Device – maximum \$50 applies if tracking device aided in recovery of the auto	Included
Physical Damage Limit Of Insurance – removes restriction related to betterment and sublimit of \$1,000 for electronic equipment	Included
Amendments To Section IV – Business Auto Conditions	
Duties In Event of Accident, Claim, Suit or Loss – this condition does not apply unless certain persons have knowledge of the accident, claim, suit or loss	Included
Waiver of Subrogation – blanket waiver when liability has been assumed under an insured contract	Included
Multiple Deductibles – if two or more covered autos involved in loss, only highest deductible applies	Included
Concealment, Misrepresentation or Fraud – coverage not denied if named insured unintentionally fails to disclose existing hazard	Included
Policy Period, Coverage Territory – covers any type of covered auto hired without a driver for 30 days or less anywhere in the world	Included
Two or More Coverage Forms or Policies Issued By Us – Deductibles - only the highest applicable deductible will apply subject to a minimum deductible of \$50, a minimum \$100 Collision deductible applies to private passenger autos.	Included
Amendments To Section V – Definitions	
Bodily Injury Including Mental Anguish (N/A in New York)	Definition

Confidential, unpublished property of Selective Insurance Company of America. Use and distribution limited solely to authorized personnel and appointed agents. Do not duplicate or distribute.

©2019 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at selective.com/about/affiliated-insurers.aspx.

SELECTIVE

BE UNIQUELY INSUREDSM

Quotation of Commercial Insurance

Prepared for:
GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC
99 MED TECH DR
BATAVIA, NY 140209712



Presented By:
TOMPKINS INSURANCE AGENCIES
JOSEPH TERESI, VICE PRESIDENT
90 MAIN STREET

Proposal Print Date: 11/23/2020

3b

44

SELECTIVE

BE UNIQUELY INSUREDSM

Quotation of Commercial Insurance
Lessors Risk
Renewal

Prepared for:
GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC
99 MED TECH DR
BATAVIA, NY 140209712



Presented By:
TOMPKINS INSURANCE AGENCIES
JOSEPH TERESI, VICE PRESIDENT
90 MAIN STREET

Proposal Print Date: 11/23/2020
Underwritten By:
Selective Ins Co of America

The following quotation of insurance has been developed for the above captioned risk.
IT IS AGREED AND UNDERSTOOD NO COVERAGE HAS BEEN BOUND.

This quotation will expire after (30) days Or the effective date of requested coverages unless otherwise notified.

36

46



Providing Insurance Solutions Clients Can Trust Since 1926

Since its founding, Selective has built a reputation of honesty, efficiency and quality service among agents and customers alike. As of 1930, that reputation has been backed by an "A" (Excellent) or better rating from A.M. Best – a premier financial rating organization.

Combining great products and service, coupled with an exemplary record of responsiveness is the Selective advantage that will keep you coming back for more. Whether you need an insurance expert in your field, the continual support of 24/7 claims service, the convenience of paying your bill online or customized coverage designed to fit your unique needs, Selective is the answer.

Selective Insurance Group, Inc. is primarily a holding company for ten customer-focused property and casualty (P&C) insurance companies and ranked as the 49th largest P&C insurance group in the United States by A.M. Best Co. These companies offer a broad range of insurance and alternative risk management services. Selective provides value-added products and services to businesses, public entities and individuals through approximately 990 independent agents in 22 primary eastern and Midwestern states. Our approximately 1,900 employees create the competitive advantages that make Selective one of the best regional insurance organizations in the marketplace.

HERE'S WHAT YOU CAN EXPECT AS A BUSINESS CUSTOMER WITH SELECTIVE.

PRIOR TO POLICY ISSUED



Top Quality Agent



Safety Management Survey¹

- Comprehensive Risk Advice
- Help Identify Unknown Risks
- A local team from Selective working in partnership with your agent

AS A SELECTIVE CUSTOMER



Welcome Email



Digital Policy



Mobile App & Web Portal

- Sign up for **Online Access**
- View Policies, Bills, Auto ID Cards²
- Manage Account 24/7



Safety Management Evaluation



Safety Management Service Visit



License Verification with Atlas Certified

- Review Risk Mitigation Efforts
- **Online Tools & Videos**
- Validate Credentials and Increase Compliance



Electronic Billing Alerts



Automatic Payment Options

- Via Email, Text³, **Mobile App**³
- Checking/Savings Account, Credit/Debit Cards
- Various Flexible Payment Plans
- Pay as You Go⁴



Extended Hours Contact Center



Instant Customer Recognition

- Pay via Phone 24/7
- Communication via Phone, Email, Chat



Selective[®] Drive

- **Selective[®] Drive Mobile App**
- Reduce Distracted/Careless Driving
- Track Driver Locations
- Fleet Route Optimization



Customer Preferences



Proactive Messages



Recall Alerts

- Choice of Communication Channel
- Billing, Claims & Policy Notifications
- Customized Weather Alerts
- Product & Auto Recalls



Accident Claim



Upload Claim Photos with EZ Write



48-Hour Payment with SWIFTClaimSM

- Multiple Claim Reporting Options
- Unlimited Photo Upload
- Payment Within Two Days⁵



Proof of Insurance via Mobile App

- Instant Access to Proof of Insurance
- Locate Key Service Providers



Automatic Renewal Options

- Convenient Automatic Renewals
- Multi-Line Product Discount Opportunities

¹ Available for selected Commercial Lines Customers.

² Where Allowable by State

³ Coming in 2019

⁴ With PaySync[®] Products

⁵ Only for SWIFTClaimSM

© 2019 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at selective.com/about/affiliated-insurers.aspx, SI-19-221

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365608

Policy Period: 01/01/21 to 01/01/22

Table Of Contents

	<u>Page #</u>
Premium Summary.....	7
Location Schedule.....	8
Worker's Compensation.....	9
Terrorism (Certified Acts) Information.....	10
Billing Information.....	11
WC000422B 0115.....	Appendix I
WC000421D 0115.....	Appendix II

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

3b

49

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365608

Policy Period: 01/01/21 to 01/01/22

Premium Summary

<u>Coverage</u>	<u>Premium</u>
Worker's Compensation	\$4,165.00
Total Premium	\$4,165.00

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

36

50

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365608

Policy Period: 01/01/21 to 01/01/22

Policy Location Schedule

<u>Loc#</u>	<u>Bldg#</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
001	001	99 MED TECH DR	BATAVIA	NY	14020

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365608

Policy Period: 01/01/21 to 01/01/22

Workers Comp

Employers Liability

Limit

BI by Accident 100,000 each accident
BI by Disease 100,000 each employee
BI by Disease 500,000 policy limit
Number of Employees: 10

NY - NEW YORK

Merit Rating

.92

Location - 001/001

Class Code - 8809 (Manual Rate = 0.26)

EXECUTIVE OFFICERS NOC (00)

Class Code - 8810 (Manual Rate = 0.17)

CLERICAL OFFICE EMPLOYEES NOC (01)

Class Code - 9026 (Manual Rate = 6.01)

BUILDING OPERATION - COMMERCIAL (00)

Class Code - 8742 (Manual Rate = 0.4)

SALESPERSONS, COLLECTORS OR MESSENGERS - OUTSIDE (01)

Premium Basis

Premium

295,000

53,000

30,000

150,000

Total Estimated Standard Premium

\$3,149.00

Expense Constant

\$200.00

NY Assessment

\$431.00

Terrorism

\$327.00

Catastrophe

\$58.00

Credit/ Debit Factors Applied (incl in total Est. Std. Prem)

Schedule Rating Modification

\$150.00

NY Workers Compensation Estimated Annual Premium

\$4,165.00

Total Workers Compensation Estimated Annual Premium

\$4,165.00

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365608

Policy Period: 01/01/21 to 01/01/22

Terrorism (Certified Acts) Information

Refer to attached

**YOUR POLICY INCLUDES TERRORISM COVERAGE FOR AN ADDITIONAL PREMIUM OF:
TERRORISM - CERTIFIED ACTS: \$327.00**

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Selective Customer Self-Service and Billing Options



We understand that each customer has unique needs—that's why Selective offers a variety of installment plans. Your agent can assist you with selecting a plan that works best with and meets the eligibility requirements for your particular policy. Please note that policies on the same account may have different payment plans and installment fees may apply.

- 1-Pay: Due in full at policy inception
- 2-Pay: Two equal installments due at policy inception and in the 6th month of the policy term
- 4-Pay: Four equal installments due at policy inception and in the 3rd, 6th and 9th months of the policy term
- Quarterly: Four equal installments due quarterly starting at policy inception
- 10-Pay: 19% due at policy inception, the remaining balance billed in nine equal monthly installments

The SelectPay® Advantage (Electronic Funds Transfer)

With our free SelectPay® service, your insurance payments can be automatically deducted from your checking or savings account. Not only will this save you time, but you'll avoid late fees.

Signing up for SelectPay® is easy – just visit www.selective.com and sign in. Click the “Billing & Payments” tab and then choose the “Pay Bill” link. You will need your policy number and bank account information to complete the transaction.

PaySync® Flexible Payment Program

Get the cash flow flexibility you need with PaySync® for your Selective Workers Compensation (WC) and Commercial Package Policy (CPP). With PaySync® WC, pay your premium installments when you pay your payroll; with PaySync® CPP, premiums are broken down into 12, 24, 26, or 52 payments – your choice during policy issuance. Benefits include:

- No down payments
- PaySync® is simply another pay plan option, so no special underwriting guidelines apply

You'll need to provide Selective with your payroll information each pay cycle to be eligible to the PaySync® WC program. Payroll information can be submitted by you or a third party, such as an accountant or payroll processor, on your behalf. For more information about the program, please visit selective.com/paysync or contact your agent.

Your time is valuable. Selective lets you manage your policy on your own time through our online Customer Self-Service site. Here you can:

- Pay your bill
- Schedule future payments
- Build and print certificates of insurance
- Print automobile ID cards
- File a claim
- Review, download or print a copy of your policy

Registration is simple. Have your policy or bill handy when you visit www.selective.com and then click “Need a Customer User ID and Password”. Follow the onscreen instructions to answer the three security questions identifying your policy and begin managing your account 24/7.

WC 00 04 22B
TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M., standard time, forms a part of

(DATE)

Policy No. _____ Endorsement No. _____ Premium (if any) \$ _____

of the

(NAME OF INSURANCE COMPANY)

issued to

Authorized Representative

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

3b

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding **Item 1** above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in **Item 4** of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
-------	------	---------

3b

56

WC 00 04 21D CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M., standard time, forms a part of

(DATE)

Policy No. _____ Endorsement No. _____ Premium (if any) \$ _____

of the

(NAME OF INSURANCE COMPANY)

issued to

Authorized Representative

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (**WC 00 04 22 B**), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in **Item 4** of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
-------	------	---------

3b

GGLDC
Audit & Finance Committee Report
December 1, 2020

H. Sicherman & Company, Inc. Contract Extension

The GGLDC issued a Request for Proposal on 11/8/18 for technical consulting services in the areas of community and economic development. One proposal was received from H. Sicherman & Company, Inc. The board approved a contract with H. Sicherman & Company, Inc. for 2019 services and later approved a one-year extension of that contract for 2020 services.

We are requesting approval of another one-year extension to this contract with H. Sicherman & Company, Inc. for 2021 grant consulting services. The Office of Community Renewal (OCR) requires bidding for these services every three years.

Harry Sicherman and his team provide technical services in the areas of economic development, community development, management and administrative services related to the Community Development Block Grant (CDBG) Program.

Total contract charges for 2021 under the proposed agreement shall not exceed \$25,000.

Total contract charges for 2021 that are not reimbursable to the GGLDC from third-party sources shall not exceed \$15,000.

H. Sicherman / the Harrison Studio

160 Washburn Street, Suite 200

P.O. Box 473

Lockport, New York 14095

Tel: (716) 462-6600

November 18, 2020


Donald Cunningham, Chairman
Genesee Gateway Local Development Corporation
99 MedTech Drive, Suite 106
Batavia, New York 14020

Dear Mr. Cunningham:

By this letter, H. Sicherman & Company, Inc. dba The Harrison Studio is expressing its agreement to extending the termination date of the contract dated January 1, 2019 between the Genesee Gateway Local Development Corporation and H. Sicherman & Company, Inc. for the provision of technical services to December 31, 2021 subject to the following conditions:

1. Contract charges incurred in 2021 shall not exceed the sum of twenty-five thousand dollars (\$25,000.00) without the written authorization of the GGLDC.
2. Contract charges incurred in 2021 that are not reimbursable to the GGLDC from third-party sources shall not exceed the sum of fifteen thousand dollars (\$15,000.00) without the written authorization of the GGLDC.
3. A staff rate of \$115.00 per hour is added for Molly Downey effective on January 1, 2021.
4. All other terms and conditions of the January 1, 2019 contract shall remain in full force and effect.

Please have both copies of this letter agreement executed below and return one fully executed copy to me for our files.

Sincerely,

Harry Sicherman
President

Agreed and accepted:

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

By:

Donald Cunningham, Chairman

Dated

3d

59

GGLDC

Lezlie Farrell – Finance & Operations
Audit & Finance Committee Report
December 1, 2020

Cleaning Services

Discussion: During 2019, staff reached out to four cleaning companies to obtain quotes for 2020 cleaning services. Commercial Cleaning, the company that was currently being used, continued to offer the most competitive price and we continue to be satisfied with the services. New quotes were not obtained for 2021 services.

Fund Commitment: Up to \$13,000, plus reimbursement for supplies; Med Tech Centre site maintenance; included in the 2021 GGLDC Budget.

Action Requested: Staff is requesting recommendation from the Committee to continue this contract for 2021 cleaning services at a cost not to exceed \$13,000 for the year, plus reimbursement for supplies.

Review of Formation of STAMP Water works and STAMP Sewer works corporations

Discussion: The STAMP onsite water system and on-site sanitary sewer system with off-site discharge will be owned, operated and maintained by two entities that are to be formed under NYS Transportation Corporation Law. The GGLDC will be the sole shareholder of these corporations. The GGLDC has petitioned and received consent from Genesee County Department of Health, Genesee County Highway Department, the Town of Alabama Highway Department, and the Town of Alabama regarding the formation of the water works corporation, and has petitioned and received consent from Genesee County Department of Health, Orleans County Department of Health, the Genesee County Highway Department, the Town of Shelby Highway Department, and the Town of Shelby.

At the previous meeting all of the consent forms were shared with the Committee. At this time the only item being included are the proposed By-Laws for the water and sewer transportation corporations.

Fund commitment: None.

Board action request: Review By-Laws, if no changes then recommend approval to full Board.

3P

61

BY-LAWS
OF
STAMP WATER WORKS, INC.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - THE CORPORATION	1
SECTION 1.1 - NAME.....	1
SECTION 1.2 - OFFICES	1
SECTION 1.3 - PURPOSES	1
ARTICLE II - SHAREHOLDERS.....	1
SECTION 2.1 - SHAREHOLDERS.....	1
SECTION 2.2 - RIGHTS AND POWERS OF THE SHAREHOLDERS.....	1
SECTION 2.3 - ANNUAL MEETING OF THE CORPORATION	1
SECTION 2.4 - ANNUAL REPORT TO THE SHAREHOLDERS.....	2
SECTION 2.5 - SPECIAL MEETINGS OF THE CORPORATION	2
SECTION 2.6 - PLACE OF MEETINGS; ORGANIZATION	2
SECTION 2.7 - NOTICE OF SHAREHOLDER MEETINGS; WAIVERS	2
SECTION 2.8 - QUORUM OF SHAREHOLDERS	3
SECTION 2.9 - ACTION BY THE SHAREHOLDERS	3
ARTICLE III - BOARD OF DIRECTORS	3
SECTION 3.1 - POWER OF BOARD OF DIRECTORS.....	3
SECTION 3.2 - NUMBER, ELECTION AND TERM OF DIRECTORS	3
SECTION 3.3 - RESIGNATIONS AND REMOVAL OF DIRECTORS	4
SECTION 3.4 - NEWLY CREATED DIRECTORSHIPS AND VACANCIES	4
SECTION 3.5 - ANNUAL MEETING	4
SECTION 3.6 - ANNUAL REPORT	4
SECTION 3.7 - SPECIAL MEETINGS AND NOTICE.....	5
SECTION 3.8 - WAIVERS OF NOTICE.....	5
SECTION 3.9 - PLACE OF MEETINGS.....	5
SECTION 3.10 - OPEN MEETINGS	5
SECTION 3.11 - FREEDOM OF INFORMATION	5
SECTION 3.12 - QUORUM AND ADJOURNED MEETINGS.....	5
SECTION 3.13 - ACTION BY THE BOARD OF DIRECTORS	6
SECTION 3.14 - ORGANIZATION.....	6
SECTION 3.15 - ATTENDANCE AT MEETINGS	6
SECTION 3.16 - COMPENSATION	6
SECTION 3.17 - PROPERTY RIGHTS.....	6
ARTICLE IV - COMMITTEES	6
SECTION 4.1 - STANDING COMMITTEES	6
SECTION 4.2 - SPECIAL COMMITTEES	7
SECTION 4.3 - MEETINGS.....	7
SECTION 4.4 - QUORUM.....	7

SECTION 4.5 - MANNER OF ACTING7

ARTICLE V - OFFICERS8

SECTION 5.1 - PRESIDENT; VICE PRESIDENT; OTHER OFFICERS8

SECTION 5.2 - TERMS OF OFFICERS8

SECTION 5.3 - ADDITIONAL OFFICERS8

SECTION 5.4 - REMOVAL OF OFFICERS8

SECTION 5.5 - RESIGNATION8

SECTION 5.6 - VACANCIES8

SECTION 5.7 - PRESIDENT9

SECTION 5.8 - VICE PRESIDENT9

SECTION 5.9 - SECRETARY9

SECTION 5.10 - TREASURER9

ARTICLE VI - CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS9

SECTION 6.1 - EXECUTION OF CONTRACTS9

SECTION 6.2 - LOANS10

SECTION 6.3 - CHECKS, DRAFTS, ETC10

SECTION 6.4 - DEPOSITS10

SECTION 6.5 - INVESTMENTS10

ARTICLE VII - GENERAL10

SECTION 7.1 - SEAL10

SECTION 7.2 - BOOKS AND RECORDS10

SECTION 7.3 - INDEMNIFICATION11

SECTION 7.4 - INTERESTED DIRECTORS AND OFFICERS11

ARTICLE VIII - FISCAL YEAR11

ARTICLE IX - RULES OF ORDER AND BY-LAW CHANGES11

SECTION 9.1 - RULES OF ORDER11

SECTION 9.2 - BY-LAW CHANGES11

3P

64

BY-LAWS

OF

STAMP WATER WORKS, INC.

ARTICLE I - THE CORPORATION

SECTION 1.1 - NAME

The Corporation shall be known as "STAMP Water Works, Inc."

SECTION 1.2 - OFFICES

The principal office of the Corporation shall be located in the County of Genesee, New York. The Corporation may also have offices at such other places within the State of New York as the Board of Directors may from time to time determine or the activities of the Corporation may require.

SECTION 1.3 - PURPOSES

The Corporation shall have such purposes as are now or hereafter set forth in its Certificate of Incorporation.

ARTICLE II - SHAREHOLDERS

SECTION 2.1 - SHAREHOLDERS

The shareholder of the Corporation is Genesee Gateway Local Development Corporation ("GGLDC").

SECTION 2.2 - RIGHTS AND POWERS OF THE SHAREHOLDERS

The shareholders shall have and exercise all the rights and powers of corporate shareholders created by the laws of the State of New York, the Certificate of Incorporation and the By-laws of the Corporation.

SECTION 2.3 - ANNUAL MEETING OF THE CORPORATION

The shareholders shall hold an annual meeting of the shareholders of the Corporation within six months after the end of each fiscal year at a convenient time and place designated by the shareholders. At the annual meeting, the shareholders shall elect Directors for positions where a new directorship is created or the term of a Director has expired, receive the annual report and transact such other business as may properly come before the meeting.

SECTION 2.4 - ANNUAL REPORT TO THE SHAREHOLDERS

At the annual meeting of the shareholders of the Corporation, the President and the Treasurer of the Corporation shall present an annual report showing in appropriate detail the following information:

(a) A complete verified or audited financial statement of the Corporation for the fiscal year immediately preceding the date of the report showing the assets and liabilities, principal changes in assets and liabilities, revenue, receipts, expenses and disbursements of the Corporation; and

(b) A summary of the activities of the Corporation during the preceding year. The annual report shall be filed with the minutes of the annual meeting.

SECTION 2.5 - SPECIAL MEETINGS OF THE CORPORATION

Special meetings of the shareholders of the Corporation, except as otherwise provided by law, may be called at any time by the President or the Board of Directors and shall be called by the Secretary within fourteen (14) days of receipt of a written request from ten percent (10%) or more of the shareholders. Such request shall state the purpose or purposes for the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of such meeting.

SECTION 2.6 - PLACE OF MEETINGS; ORGANIZATION

All shareholder meetings shall be held at the principal office of the Corporation or at such other convenient location as may be determined by the shareholders of the Corporation. At each shareholder meeting, the President, or, in his or her absence, a chairperson chosen by a majority of the shareholders present, shall preside. The Secretary, or, in his or her absence, a person chosen by a majority of the shareholders present, shall keep complete and accurate minutes of the meeting.

SECTION 2.7 - NOTICE OF SHAREHOLDER MEETINGS; WAIVERS

(a) Notice of each shareholder meeting shall state the purpose or purposes for which the meeting is called, the place, date and time of the meeting and, unless it is the annual meeting, shall indicate that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be given either personally or by mail to each shareholder not less than ten (10) nor more than fifty (50) days before the date of the meeting. If mailed, the notice is given when deposited in the United States mail, with postage thereon prepaid, directed to a shareholder at his or her address as it appears on the record of shareholders or, if he or she shall have filed with the Secretary a written request that notices be mailed to some other address, then directed to such other address.

(b) Formal notice of meeting need not be given to a shareholder if he or she executes a waiver of notice, either before or after the meeting. The attendance of a shareholder at a meeting, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice.

SECTION 2.8 - QUORUM OF SHAREHOLDERS

(a) The presence of at least a majority of the shareholders shall constitute a quorum for the transaction of business at any annual or special shareholder meeting.

(b) A majority of the shareholders present at a meeting, whether or not a quorum is present, may adjourn any shareholder meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent shareholders if the time and place is announced at the meeting adjourned.

SECTION 2.9 - ACTION BY THE SHAREHOLDERS

Each shareholder shall be entitled to one vote on each matter properly submitted to the shareholders for action at any meeting of the shareholders. Unless otherwise required by law or these By-laws, the vote of a majority of shareholders present at the time of a vote at a duly convened meeting, provided a quorum is then present, shall be the act of the shareholders.

ARTICLE III - BOARD OF DIRECTORS

SECTION 3.1 - POWER OF BOARD OF DIRECTORS

The Corporation shall be managed by its Board of Directors, which shall establish all general policies governing its operations.

SECTION 3.2 - NUMBER, ELECTION AND TERM OF DIRECTORS

(a) The number of voting Directors shall be no less than three but no more than ten, with the exact number of voting Directors to be established by a resolution adopted by the shareholders. The voting Directors shall exercise all rights of Directors as described herein and in the Certificate of Incorporation or any applicable resolution. Up to an additional 13 individuals can be elected as non-voting Directors of the Board who shall serve for one year terms and act in an advisory capacity only to the voting Directors. The non-voting Directors shall hold that title merely in an advisory capacity to the voting Directors. The designation of non-voting Directors does not create any rights for any individual so designated to notice or other participation except at the request of the voting Directors; provided however, said non-voting Directors shall enjoy the benefits of any indemnification of directors as determined herein or as determined from time to time. Any subsequent increase or decrease in the size of the Board of Directors will require the approval of the shareholders and the affirmative vote of the majority of the

voting Directors. As used in these By-laws, "the entire Board of voting Directors" means the total number of voting Directors that the Corporation would have if there were no vacancies on the Board.

(b) Each position of voting Director of the Corporation, except as otherwise provided by law or these By-laws, shall be held by persons who are duly elected by a plurality of the votes cast at the annual meeting of the shareholders or at any meeting of the shareholders held in lieu of such annual meeting and shall hold office until the next annual meeting of shareholders and until their successors are elected and have qualified.

SECTION 3.3 - RESIGNATIONS AND REMOVAL OF DIRECTORS

(a) Any Director of the Corporation may resign at any time by giving written notice to the President or the Secretary. Such resignation shall take effect at the time specified therein or, if no time is specified, then on delivery. Acceptance of the resignation shall not be necessary to make it effective.

(b) Any Director may be removed from the Board of Directors, with or without cause, by the affirmative vote of a majority of the shareholders.

SECTION 3.4 - NEWLY CREATED DIRECTORSHIPS AND VACANCIES

Newly created directorships resulting from an increase in the number of directors, and vacancies occurring for any reason, shall be filled by the shareholders as soon as practicable but in no event later than sixty (60) days after the increase or vacancy occurs. A Director elected to fill a vacancy caused by resignation, death, disability or removal shall hold office for the unexpired term of his or her predecessor in office and until a successor is elected and takes office.

SECTION 3.5 - ANNUAL MEETING

The annual meeting of the Board of Directors shall be held after the annual meeting of the shareholders of the Corporation described in Article II, Section 3 above at a convenient time and location designated by the Board of Directors. Written notice of the annual meeting shall be mailed or delivered to each voting Director of the Corporation prior to the meeting.

SECTION 3.6 - ANNUAL REPORT

The President and the Treasurer shall present at the annual meeting of the Board of Directors a copy of the annual report described in Article II, Section 4 above.

SECTION 3.7 - SPECIAL MEETINGS AND NOTICE

Special meetings of the Board of Directors may be called at any time by the President or any other officer of the Corporation. Written notice shall be mailed or delivered to each voting Director of the Corporation prior to the meeting. Said notice shall state the purposes, time and place of the special meeting and that no business other than that specified in the notice may be transacted.

SECTION 3.8 - WAIVERS OF NOTICE

Notice of a meeting need not be given to any voting Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

SECTION 3.9 - PLACE OF MEETINGS

The Board of Directors may hold its meetings at such place or places within or outside the State of New York as the voting Directors may from time to time by resolution determine.

SECTION 3.10 - OPEN MEETINGS

To the extent required by law, the Corporation shall comply with the Open Meetings Law of the State of New York, as set forth within Article 7 of the Public Officers Law.

SECTION 3.11 - FREEDOM OF INFORMATION

To the extent required by law, the Corporation shall comply with the Freedom of Information Law of the State of New York, as set forth within Article 6 of the Public Officers Law.

SECTION 3.12 - QUORUM AND ADJOURNED MEETINGS

(a) A majority of the entire Board of voting Directors shall constitute a quorum for the transaction of business at meetings of the Board. When a quorum is once present to organize a meeting, it shall not be broken by the subsequent withdrawal of any Director(s).

(b) A majority of the voting Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If a quorum is present at the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. Notice of the adjourned meeting shall be given to all voting Directors.

SECTION 3.13 - ACTION BY THE BOARD OF DIRECTORS

Any corporate action to be taken by the Board of Directors means action at a meeting of the Board of Directors. Each voting Director shall have one vote regarding any corporate action to be taken by the Board of Directors. Except as otherwise provided by law or these By-laws, the vote of a majority of the voting Directors present at the time of the vote at a duly convened meeting at which a quorum is present shall be the act of the Board of Directors. All references to actions of the Board of Directors herein and in the Certificate of Incorporation shall mean the affirmative vote of a majority of the voting Directors present at the time of the vote at a duly convened meeting at which a quorum is present.

SECTION 3.14 - ORGANIZATION

At each meeting of the Board of Directors, the President, or, in his or her absence, a chairman chosen by a majority of the voting Directors present, shall preside. The Secretary, or, in his or her absence, a person chosen by a majority of the voting Directors present, shall keep complete and accurate minutes of the meeting.

SECTION 3.15 - ATTENDANCE AT MEETINGS

Attendance at each meeting of the Board shall be recorded by the Secretary in the minutes thereof.

SECTION 3.16 - COMPENSATION

The Directors shall serve without compensation. All Directors may be reimbursed for reasonable expenses incurred in the performance of corporate duties.

SECTION 3.17 - PROPERTY RIGHTS

No Director of the corporation shall, by reason of that position, have any rights to or interest in the property or assets of the Corporation.

ARTICLE IV - COMMITTEES

SECTION 4.1 - STANDING COMMITTEES

(a) The Standing Committees of the Board of Directors shall be as described in subparagraph (b) below. Except as otherwise provided by these By-laws, each Standing Committee shall consist of at least three voting Directors. Committee members will be appointed by the chairman of the Board of Directors. No Standing Committee shall have authority as to the following matters:

- (i) The submission to the shareholders of any action requiring its approval;

- (ii) The filling of vacancies on the Board of Directors or any committee;
 - (iii) The amendment or repeal of these By-laws or the adoption of new By-laws; or
 - (iv) The amendment or repeal of any resolution of the Board of Directors which by its terms is not so amendable or repealable.
- (b) The Corporation shall have the following four Standing Committees:
- (i) Loan Committee;
 - (ii) Personnel Committee;
 - (iii) Audit/Finance Committee; and
 - (iv) Governance Committee.

SECTION 4.2 - SPECIAL COMMITTEES

The Board of Directors, by resolution adopted by a majority of the entire Board of voting Directors, may create Special Committees, which shall have only the powers specifically delegated to them and shall in no case have powers which are not authorized for Standing Committees. The members of Special Committees shall be appointed by the chairman of the Board of Directors from among the Directors.

SECTION 4.3 - MEETINGS

Meetings of committees shall be held at such times and places as shall be fixed by the respective committee chairmen, or by vote of a majority of all of the members of the committee. Written notice shall be mailed or delivered to all members of the committee prior to each meeting. Written minutes of the proceedings shall be kept at all committee meetings and shall be submitted at the next meeting of the Board of Directors. The President, or his or her designee, may attend all committee meetings.

SECTION 4.4 - QUORUM

Unless otherwise provided by resolution of the Board of Directors, a majority of all of the members of a committee shall constitute a quorum for the transaction of business.

SECTION 4.5 - MANNER OF ACTING

Any corporate action to be taken by a committee shall mean such action to be taken at a meeting of the committee. Action by a committee shall be taken by majority vote at a meeting.

ARTICLE V - OFFICERS

SECTION 5.1 - PRESIDENT; VICE PRESIDENT; OTHER OFFICERS

The Corporation shall have a President, a Treasurer, a Secretary, and a Vice President and other officers and assistant officers as the Board of Directors may determine. The offices of President and Secretary shall not be held by the same person. The officers shall have such duties as may be prescribed by these By-laws and the Board of Directors.

SECTION 5.2 - TERMS OF OFFICERS

The officers shall be elected by the voting Directors at its annual meeting. Unless a shorter term is provided in the resolution of the Board of Directors electing such officer, the term of office of each officer shall extend for one year after his or her election and until a successor is elected or appointed and qualified. Officers shall be eligible to serve an unlimited number of consecutive terms.

SECTION 5.3 - ADDITIONAL OFFICERS

Additional officers may be elected for such period, have such authority and perform such duties, either in an administrative or subordinate capacity, as the Board of Directors may from time to time determine. Such positions may include a Chief Executive Officer and Acting Secretary, and any other position established by the Board of Directors from time to time.

SECTION 5.4 - REMOVAL OF OFFICERS

Any officer may be removed by vote of the voting Directors, with or without cause, at any time, provided there is a quorum of not less than a majority of the entire Board of voting Directors present at the meeting at which such action is taken.

SECTION 5.5 - RESIGNATION

Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or, if no time is specified, then on delivery. Acceptance of the resignation shall not be necessary to make it effective.

SECTION 5.6 - VACANCIES

A vacancy in any office of the Corporation shall be filled by the majority vote of the entire Board of voting Directors.

SECTION 5.7 - PRESIDENT

The President shall be the chief executive officer of the Corporation and shall generally supervise all its affairs. The President shall perform such other duties as may be assigned to him or her from time to time by the Board of Directors. From time to time, the Board of Directors may employ or contract with an appointed Chief Executive Officer to whom the Board of Directors may designate certain duties of the President and other such duties as may be assigned to him or her.

SECTION 5.8 - VICE PRESIDENT

The Vice President shall perform the duties of the President in the absence of the President and such other duties as may be assigned to him or her from time to time by the Board or the President.

SECTION 5.9 - SECRETARY

It shall be the duty of the Secretary to supervise the preparation of minutes of all meetings of the shareholders and the Board of Directors and its committees, the giving of all notices required to be given by the Corporation, and the keeping of a current list of the Corporation's shareholders, Directors and officers and their residence addresses. The Secretary shall be responsible for supervising the preparation and maintenance of the books and records of the Corporation. The Secretary shall attend to such correspondence as may be assigned to him or her and perform all the duties customarily incidental to that office and such other duties as may be assigned to him or her by the Board of Directors or the President. From time to time, the Board of Directors may designate duties of the Secretary to an appointed Acting Secretary who will perform such duties as may be assigned to him or her.

SECTION 5.10 - TREASURER

It shall be the duty of the Treasurer to oversee the financial affairs of the Corporation, report at each regular meeting of the Board of Directors, and participate in preparing the annual report of the Corporation and the filing of all required tax returns and other regulatory reports. The Treasurer shall perform such other duties as may be assigned to him or her by the Board of Directors or the President.

ARTICLE VI - CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS

SECTION 6.1 - EXECUTION OF CONTRACTS

The Board of Directors, except as these By-laws otherwise provide, may authorize any officer or officers, agent or agents, employee or employees, in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; but,

unless so authorized by the Board of Directors, or expressly authorized by these By-laws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily in any amount for any purpose.

SECTION 6.2 - LOANS

No loans shall be contracted on behalf of the Corporation unless specifically authorized by the Board of Directors.

SECTION 6.3 - CHECKS, DRAFTS, ETC.

All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, must be signed on behalf of the Corporation by the President, Vice-President or Chief Executive Officer and the Secretary, Treasurer or Acting Secretary.

SECTION 6.4 - DEPOSITS

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Treasurer may recommend and the Board of Directors approves.

SECTION 6.5 - INVESTMENTS

The Board of Directors may authorize the Corporation to contract with an investment advisor and custodian to manage its investments in accordance with an investment policy established by the Board.

ARTICLE VII - GENERAL

SECTION 7.1 - SEAL

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal, New York." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 7.2 - BOOKS AND RECORDS

There shall be kept by the Corporation (1) correct and complete books and records of account, (2) minutes and statements of written action by the shareholders, (3) minutes of the proceedings of the Board of Directors and its committees, (4) a current list of the Shareholders, Directors and officers of the Corporation and their residence addresses, (5) a copy of the Certificate of Incorporation, and (6) a copy of these By-laws.

SECTION 7.3 - INDEMNIFICATION

The Corporation shall indemnify each shareholder, each Director, each officer, and, to the extent authorized by the Board of Directors, each other person authorized to act for the Corporation or on its behalf, to the full extent to which indemnification is permitted under applicable law, as amended from time to time.

SECTION 7.4 - INTERESTED DIRECTORS AND OFFICERS

The Board of Directors may adopt a policy regarding conflicts of interest which shall apply to all Directors and officers.

ARTICLE VIII - FISCAL YEAR

The fiscal year of the Corporation shall commence on the first day of January of each calendar year and end on the last day of December.

ARTICLE IX - RULES OF ORDER AND BY-LAW CHANGES

SECTION 9.1 - RULES OF ORDER

Meetings of the shareholders and the Board of Directors and its committees shall be governed by Robert's Rules of Order, except in cases otherwise provided for by these By-laws.

SECTION 9.2 - BY-LAW CHANGES

These By-laws may be amended, repealed or adopted only by the shareholders of the Corporation.

Review of Formation of STAMP Water works and STAMP Sewer works corporations

Discussion: The STAMP onsite water system and on-site sanitary sewer system with off-site discharge will be owned, operated and maintained by two entities that are to be formed under NYS Transportation Corporation Law. The GGLDC will be the sole shareholder of these corporations. The GGLDC has petitioned and received consent from Genesee County Department of Health, Genesee County Highway Department, the Town of Alabama Highway Department, and the Town of Alabama regarding the formation of the water works corporation, and has petitioned and received consent from Genesee County Department of Health, Orleans County Department of Health, the Genesee County Highway Department, the Town of Shelby Highway Department, and the Town of Shelby.

At the previous meeting all of the consent forms were shared with the Committee. At this time the only item being included are the proposed By-Laws for the water and sewer transportation corporations.

Fund commitment: None.

Board action request: Review By-Laws, if no changes then recommend approval to full Board.

BY-LAWS
OF
STAMP SEWER WORKS, INC.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - THE CORPORATION	1
SECTION 1.1 - NAME	1
SECTION 1.2 - OFFICES	1
SECTION 1.3 - PURPOSES	1
ARTICLE II - SHAREHOLDERS.....	1
SECTION 2.1 - SHAREHOLDERS.....	1
SECTION 2.2 - RIGHTS AND POWERS OF THE SHAREHOLDERS.....	1
SECTION 2.3 - ANNUAL MEETING OF THE CORPORATION	1
SECTION 2.4 - ANNUAL REPORT TO THE SHAREHOLDERS.....	2
SECTION 2.5 - SPECIAL MEETINGS OF THE CORPORATION	2
SECTION 2.6 - PLACE OF MEETINGS; ORGANIZATION	2
SECTION 2.7 - NOTICE OF SHAREHOLDER MEETINGS; WAIVERS	2
SECTION 2.8 - QUORUM OF SHAREHOLDERS	3
SECTION 2.9 - ACTION BY THE SHAREHOLDERS	3
ARTICLE III - BOARD OF DIRECTORS	3
SECTION 3.1 - POWER OF BOARD OF DIRECTORS	3
SECTION 3.2 - NUMBER, ELECTION AND TERM OF DIRECTORS	3
SECTION 3.3 - RESIGNATIONS AND REMOVAL OF DIRECTORS	4
SECTION 3.4 - NEWLY CREATED DIRECTORSHIPS AND VACANCIES	4
SECTION 3.5 - ANNUAL MEETING	4
SECTION 3.6 - ANNUAL REPORT	4
SECTION 3.7 - SPECIAL MEETINGS AND NOTICE	5
SECTION 3.8 - WAIVERS OF NOTICE	5
SECTION 3.9 - PLACE OF MEETINGS	5
SECTION 3.10 - OPEN MEETINGS	5
SECTION 3.11 - FREEDOM OF INFORMATION	5
SECTION 3.12 - QUORUM AND ADJOURNED MEETINGS	5
SECTION 3.13 - ACTION BY THE BOARD OF DIRECTORS	6
SECTION 3.14 - ORGANIZATION	6
SECTION 3.15 - ATTENDANCE AT MEETINGS	6
SECTION 3.16 - COMPENSATION	6
SECTION 3.17 - PROPERTY RIGHTS	6
ARTICLE IV - COMMITTEES	6
SECTION 4.1 - STANDING COMMITTEES	6
SECTION 4.2 - SPECIAL COMMITTEES	7
SECTION 4.3 - MEETINGS	7
SECTION 4.4 - QUORUM.....	7

SECTION 4.5 - MANNER OF ACTING7

ARTICLE V - OFFICERS8

SECTION 5.1 - PRESIDENT; VICE PRESIDENT; OTHER OFFICERS8

SECTION 5.2 - TERMS OF OFFICERS8

SECTION 5.3 - ADDITIONAL OFFICERS8

SECTION 5.4 - REMOVAL OF OFFICERS8

SECTION 5.5 - RESIGNATION8

SECTION 5.6 - VACANCIES8

SECTION 5.7 - PRESIDENT9

SECTION 5.8 - VICE PRESIDENT9

SECTION 5.9 - SECRETARY9

SECTION 5.10 - TREASURER9

ARTICLE VI - CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS.....9

SECTION 6.1 - EXECUTION OF CONTRACTS9

SECTION 6.2 - LOANS10

SECTION 6.3 - CHECKS, DRAFTS, ETC.....10

SECTION 6.4 - DEPOSITS10

SECTION 6.5 - INVESTMENTS10

ARTICLE VII - GENERAL10

SECTION 7.1 - SEAL10

SECTION 7.2 - BOOKS AND RECORDS10

SECTION 7.3 - INDEMNIFICATION11

SECTION 7.4 - INTERESTED DIRECTORS AND OFFICERS.....11

ARTICLE VIII - FISCAL YEAR.....11

ARTICLE IX - RULES OF ORDER AND BY-LAW CHANGES11

SECTION 9.1 - RULES OF ORDER11

SECTION 9.2 - BY-LAW CHANGES11

BY-LAWS

OF

STAMP SEWER WORKS, INC.

ARTICLE I - THE CORPORATION

SECTION 1.1 - NAME

The Corporation shall be known as "STAMP Sewer Works, Inc."

SECTION 1.2 - OFFICES

The principal office of the Corporation shall be located in the County of Genesee, New York. The Corporation may also have offices at such other places within the State of New York as the Board of Directors may from time to time determine or the activities of the Corporation may require.

SECTION 1.3 - PURPOSES

The Corporation shall have such purposes as are now or hereafter set forth in its Certificate of Incorporation.

ARTICLE II - SHAREHOLDERS

SECTION 2.1 - SHAREHOLDERS

The shareholder of the Corporation is Genesee Gateway Local Development Corporation ("GGLDC").

SECTION 2.2 - RIGHTS AND POWERS OF THE SHAREHOLDERS

The shareholders shall have and exercise all the rights and powers of corporate shareholders created by the laws of the State of New York, the Certificate of Incorporation and the By-laws of the Corporation.

SECTION 2.3 - ANNUAL MEETING OF THE CORPORATION

The shareholders shall hold an annual meeting of the shareholders of the Corporation within six months after the end of each fiscal year at a convenient time and place designated by the shareholders. At the annual meeting, the shareholders shall elect Directors for positions where a new directorship is created or the term of a Director has expired, receive the annual report and transact such other business as may properly come before the meeting.

SECTION 2.4 - ANNUAL REPORT TO THE SHAREHOLDERS

At the annual meeting of the shareholders of the Corporation, the President and the Treasurer of the Corporation shall present an annual report showing in appropriate detail the following information:

(a) A complete verified or audited financial statement of the Corporation for the fiscal year immediately preceding the date of the report showing the assets and liabilities, principal changes in assets and liabilities, revenue, receipts, expenses and disbursements of the Corporation; and

(b) A summary of the activities of the Corporation during the preceding year. The annual report shall be filed with the minutes of the annual meeting.

SECTION 2.5 - SPECIAL MEETINGS OF THE CORPORATION

Special meetings of the shareholders of the Corporation, except as otherwise provided by law, may be called at any time by the President or the Board of Directors and shall be called by the Secretary within fourteen (14) days of receipt of a written request from ten percent (10%) or more of the shareholders. Such request shall state the purpose or purposes for the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of such meeting.

SECTION 2.6 - PLACE OF MEETINGS; ORGANIZATION

All shareholder meetings shall be held at the principal office of the Corporation or at such other convenient location as may be determined by the shareholders of the Corporation. At each shareholder meeting, the President, or, in his or her absence, a chairperson chosen by a majority of the shareholders present, shall preside. The Secretary, or, in his or her absence, a person chosen by a majority of the shareholders present, shall keep complete and accurate minutes of the meeting.

SECTION 2.7 - NOTICE OF SHAREHOLDER MEETINGS; WAIVERS

(a) Notice of each shareholder meeting shall state the purpose or purposes for which the meeting is called, the place, date and time of the meeting and, unless it is the annual meeting, shall indicate that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be given either personally or by mail to each shareholder not less than ten (10) nor more than fifty (50) days before the date of the meeting. If mailed, the notice is given when deposited in the United States mail, with postage thereon prepaid, directed to a shareholder at his or her address as it appears on the record of shareholders or, if he or she shall have filed with the Secretary a written request that notices be mailed to some other address, then directed to such other address.

(b) Formal notice of meeting need not be given to a shareholder if he or she executes a waiver of notice, either before or after the meeting. The attendance of a shareholder at a meeting, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice.

SECTION 2.8 - QUORUM OF SHAREHOLDERS

(a) The presence of at least a majority of the shareholders shall constitute a quorum for the transaction of business at any annual or special shareholder meeting.

(b) A majority of the shareholders present at a meeting, whether or not a quorum is present, may adjourn any shareholder meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent shareholders if the time and place is announced at the meeting adjourned.

SECTION 2.9 - ACTION BY THE SHAREHOLDERS

Each shareholder shall be entitled to one vote on each matter properly submitted to the shareholders for action at any meeting of the shareholders. Unless otherwise required by law or these By-laws, the vote of a majority of shareholders present at the time of a vote at a duly convened meeting, provided a quorum is then present, shall be the act of the shareholders.

ARTICLE III - BOARD OF DIRECTORS

SECTION 3.1 - POWER OF BOARD OF DIRECTORS

The Corporation shall be managed by its Board of Directors, which shall establish all general policies governing its operations.

SECTION 3.2 - NUMBER, ELECTION AND TERM OF DIRECTORS

(a) The number of voting Directors shall be no less than three but no more than ten, with the exact number of voting Directors to be established by a resolution adopted by the shareholders. The voting Directors shall exercise all rights of Directors as described herein and in the Certificate of Incorporation or any applicable resolution. Up to an additional 13 individuals can be elected as non-voting Directors of the Board who shall serve for one year terms and act in an advisory capacity only to the voting Directors. The non-voting Directors shall hold that title merely in an advisory capacity to the voting Directors. The designation of non-voting Directors does not create any rights for any individual so designated to notice or other participation except at the request of the voting Directors; provided however, said non-voting Directors shall enjoy the benefits of any indemnification of directors as determined herein or as determined from time to time. Any subsequent increase or decrease in the size of the Board of Directors will require the approval of the shareholders and the affirmative vote of the majority of the

voting Directors. As used in these By-laws, "the entire Board of voting Directors" means the total number of voting Directors that the Corporation would have if there were no vacancies on the Board.

(b) Each position of voting Director of the Corporation, except as otherwise provided by law or these By-laws, shall be held by persons who are duly elected by a plurality of the votes cast at the annual meeting of the shareholders or at any meeting of the shareholders held in lieu of such annual meeting and shall hold office until the next annual meeting of shareholders and until their successors are elected and have qualified.

SECTION 3.3 - RESIGNATIONS AND REMOVAL OF DIRECTORS

(a) Any Director of the Corporation may resign at any time by giving written notice to the President or the Secretary. Such resignation shall take effect at the time specified therein or, if no time is specified, then on delivery. Acceptance of the resignation shall not be necessary to make it effective.

(b) Any Director may be removed from the Board of Directors, with or without cause, by the affirmative vote of a majority of the shareholders.

SECTION 3.4 - NEWLY CREATED DIRECTORSHIPS AND VACANCIES

Newly created directorships resulting from an increase in the number of directors, and vacancies occurring for any reason, shall be filled by the shareholders as soon as practicable but in no event later than sixty (60) days after the increase or vacancy occurs. A Director elected to fill a vacancy caused by resignation, death, disability or removal shall hold office for the unexpired term of his or her predecessor in office and until a successor is elected and takes office.

SECTION 3.5 - ANNUAL MEETING

The annual meeting of the Board of Directors shall be held after the annual meeting of the shareholders of the Corporation described in Article II, Section 3 above at a convenient time and location designated by the Board of Directors. Written notice of the annual meeting shall be mailed or delivered to each voting Director of the Corporation prior to the meeting.

SECTION 3.6 - ANNUAL REPORT

The President and the Treasurer shall present at the annual meeting of the Board of Directors a copy of the annual report described in Article II, Section 4 above.

SECTION 3.7 - SPECIAL MEETINGS AND NOTICE

Special meetings of the Board of Directors may be called at any time by the President or any other officer of the Corporation. Written notice shall be mailed or delivered to each voting Director of the Corporation prior to the meeting. Said notice shall state the purposes, time and place of the special meeting and that no business other than that specified in the notice may be transacted.

SECTION 3.8 - WAIVERS OF NOTICE

Notice of a meeting need not be given to any voting Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

SECTION 3.9 - PLACE OF MEETINGS

The Board of Directors may hold its meetings at such place or places within or outside the State of New York as the voting Directors may from time to time by resolution determine.

SECTION 3.10 - OPEN MEETINGS

To the extent required by law, the Corporation shall comply with the Open Meetings Law of the State of New York, as set forth within Article 7 of the Public Officers Law.

SECTION 3.11 - FREEDOM OF INFORMATION

To the extent required by law, the Corporation shall comply with the Freedom of Information Law of the State of New York, as set forth within Article 6 of the Public Officers Law.

SECTION 3.12 - QUORUM AND ADJOURNED MEETINGS

(a) A majority of the entire Board of voting Directors shall constitute a quorum for the transaction of business at meetings of the Board. When a quorum is once present to organize a meeting, it shall not be broken by the subsequent withdrawal of any Director(s).

(b) A majority of the voting Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If a quorum is present at the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. Notice of the adjourned meeting shall be given to all voting Directors.

SECTION 3.13 - ACTION BY THE BOARD OF DIRECTORS

Any corporate action to be taken by the Board of Directors means action at a meeting of the Board of Directors. Each voting Director shall have one vote regarding any corporate action to be taken by the Board of Directors. Except as otherwise provided by law or these By-laws, the vote of a majority of the voting Directors present at the time of the vote at a duly convened meeting at which a quorum is present shall be the act of the Board of Directors. All references to actions of the Board of Directors herein and in the Certificate of Incorporation shall mean the affirmative vote of a majority of the voting Directors present at the time of the vote at a duly convened meeting at which a quorum is present.

SECTION 3.14 - ORGANIZATION

At each meeting of the Board of Directors, the President, or, in his or her absence, a chairman chosen by a majority of the voting Directors present, shall preside. The Secretary, or, in his or her absence, a person chosen by a majority of the voting Directors present, shall keep complete and accurate minutes of the meeting.

SECTION 3.15 - ATTENDANCE AT MEETINGS

Attendance at each meeting of the Board shall be recorded by the Secretary in the minutes thereof.

SECTION 3.16 - COMPENSATION

The Directors shall serve without compensation. All Directors may be reimbursed for reasonable expenses incurred in the performance of corporate duties.

SECTION 3.17 - PROPERTY RIGHTS

No Director of the corporation shall, by reason of that position, have any rights to or interest in the property or assets of the Corporation.

ARTICLE IV - COMMITTEES

SECTION 4.1 - STANDING COMMITTEES

(a) The Standing Committees of the Board of Directors shall be as described in subparagraph (b) below. Except as otherwise provided by these By-laws, each Standing Committee shall consist of at least three voting Directors. Committee members will be appointed by the chairman of the Board of Directors. No Standing Committee shall have authority as to the following matters:

- (i) The submission to the shareholders of any action requiring its approval;

- (ii) The filling of vacancies on the Board of Directors or any committee;
 - (iii) The amendment or repeal of these By-laws or the adoption of new By-laws; or
 - (iv) The amendment or repeal of any resolution of the Board of Directors which by its terms is not so amendable or repealable.
- (b) The Corporation shall have the following four Standing Committees:
- (i) Loan Committee;
 - (ii) Personnel Committee;
 - (iii) Audit/ Finance Committee; and
 - (iv) Governance Committee.

SECTION 4.2 - SPECIAL COMMITTEES

The Board of Directors, by resolution adopted by a majority of the entire Board of voting Directors, may create Special Committees, which shall have only the powers specifically delegated to them and shall in no case have powers which are not authorized for Standing Committees. The members of Special Committees shall be appointed by the chairman of the Board of Directors from among the Directors.

SECTION 4.3 - MEETINGS

Meetings of committees shall be held at such times and places as shall be fixed by the respective committee chairmen, or by vote of a majority of all of the members of the committee. Written notice shall be mailed or delivered to all members of the committee prior to each meeting. Written minutes of the proceedings shall be kept at all committee meetings and shall be submitted at the next meeting of the Board of Directors. The President, or his or her designee, may attend all committee meetings.

SECTION 4.4 - QUORUM

Unless otherwise provided by resolution of the Board of Directors, a majority of all of the members of a committee shall constitute a quorum for the transaction of business.

SECTION 4.5 - MANNER OF ACTING

Any corporate action to be taken by a committee shall mean such action to be taken at a meeting of the committee. Action by a committee shall be taken by majority vote at a meeting.

ARTICLE V - OFFICERS

SECTION 5.1 - PRESIDENT; VICE PRESIDENT; OTHER OFFICERS

The Corporation shall have a President, a Treasurer, a Secretary, and a Vice President and other officers and assistant officers as the Board of Directors may determine. The offices of President and Secretary shall not be held by the same person. The officers shall have such duties as may be prescribed by these By-laws and the Board of Directors.

SECTION 5.2 - TERMS OF OFFICERS

The officers shall be elected by the voting Directors at its annual meeting. Unless a shorter term is provided in the resolution of the Board of Directors electing such officer, the term of office of each officer shall extend for one year after his or her election and until a successor is elected or appointed and qualified. Officers shall be eligible to serve an unlimited number of consecutive terms.

SECTION 5.3 - ADDITIONAL OFFICERS

Additional officers may be elected for such period, have such authority and perform such duties, either in an administrative or subordinate capacity, as the Board of Directors may from time to time determine. Such positions may include a Chief Executive Officer and Acting Secretary, and any other position established by the Board of Directors from time to time.

SECTION 5.4 - REMOVAL OF OFFICERS

Any officer may be removed by vote of the voting Directors, with or without cause, at any time, provided there is a quorum of not less than a majority of the entire Board of voting Directors present at the meeting at which such action is taken.

SECTION 5.5 - RESIGNATION

Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or, if no time is specified, then on delivery. Acceptance of the resignation shall not be necessary to make it effective.

SECTION 5.6 - VACANCIES

A vacancy in any office of the Corporation shall be filled by the majority vote of the entire Board of voting Directors.

SECTION 5.7 - PRESIDENT

The President shall be the chief executive officer of the Corporation and shall generally supervise all its affairs. The President shall perform such other duties as may be assigned to him or her from time to time by the Board of Directors. From time to time, the Board of Directors may employ or contract with an appointed Chief Executive Officer to whom the Board of Directors may designate certain duties of the President and other such duties as may be assigned to him or her.

SECTION 5.8 - VICE PRESIDENT

The Vice President shall perform the duties of the President in the absence of the President and such other duties as may be assigned to him or her from time to time by the Board or the President.

SECTION 5.9 - SECRETARY

It shall be the duty of the Secretary to supervise the preparation of minutes of all meetings of the shareholders and the Board of Directors and its committees, the giving of all notices required to be given by the Corporation, and the keeping of a current list of the Corporation's shareholders, Directors and officers and their residence addresses. The Secretary shall be responsible for supervising the preparation and maintenance of the books and records of the Corporation. The Secretary shall attend to such correspondence as may be assigned to him or her and perform all the duties customarily incidental to that office and such other duties as may be assigned to him or her by the Board of Directors or the President. From time to time, the Board of Directors may designate duties of the Secretary to an appointed Acting Secretary who will perform such duties as may be assigned to him or her.

SECTION 5.10 - TREASURER

It shall be the duty of the Treasurer to oversee the financial affairs of the Corporation, report at each regular meeting of the Board of Directors, and participate in preparing the annual report of the Corporation and the filing of all required tax returns and other regulatory reports. The Treasurer shall perform such other duties as may be assigned to him or her by the Board of Directors or the President.

ARTICLE VI - CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS

SECTION 6.1 - EXECUTION OF CONTRACTS

The Board of Directors, except as these By-laws otherwise provide, may authorize any officer or officers, agent or agents, employee or employees, in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; but,

unless so authorized by the Board of Directors, or expressly authorized by these By-laws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily in any amount for any purpose.

SECTION 6.2 - LOANS

No loans shall be contracted on behalf of the Corporation unless specifically authorized by the Board of Directors.

SECTION 6.3 - CHECKS, DRAFTS, ETC.

All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, must be signed on behalf of the Corporation by the President, Vice-President or Chief Executive Officer and the Secretary, Treasurer or Acting Secretary.

SECTION 6.4 - DEPOSITS

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Treasurer may recommend and the Board of Directors approves.

SECTION 6.5 - INVESTMENTS

The Board of Directors may authorize the Corporation to contract with an investment advisor and custodian to manage its investments in accordance with an investment policy established by the Board.

ARTICLE VII - GENERAL

SECTION 7.1 - SEAL

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal, New York." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 7.2 - BOOKS AND RECORDS

There shall be kept by the Corporation (1) correct and complete books and records of account, (2) minutes and statements of written action by the shareholders, (3) minutes of the proceedings of the Board of Directors and its committees, (4) a current list of the Shareholders, Directors and officers of the Corporation and their residence addresses, (5) a copy of the Certificate of Incorporation, and (6) a copy of these By-laws.

SECTION 7.3 - INDEMNIFICATION

The Corporation shall indemnify each shareholder, each Director, each officer, and, to the extent authorized by the Board of Directors, each other person authorized to act for the Corporation or on its behalf, to the full extent to which indemnification is permitted under applicable law, as amended from time to time.

SECTION 7.4 - INTERESTED DIRECTORS AND OFFICERS

The Board of Directors may adopt a policy regarding conflicts of interest which shall apply to all Directors and officers.

ARTICLE VIII - FISCAL YEAR

The fiscal year of the Corporation shall commence on the first day of January of each calendar year and end on the last day of December.

ARTICLE IX - RULES OF ORDER AND BY-LAW CHANGES

SECTION 9.1 - RULES OF ORDER

Meetings of the shareholders and the Board of Directors and its committees shall be governed by Robert's Rules of Order, except in cases otherwise provided for by these By-laws.

SECTION 9.2 - BY-LAW CHANGES

These By-laws may be amended, repealed or adopted only by the shareholders of the Corporation.

**Audit & Finance Committee
December 1, 2020**

3a. Approval of grant agreement with Town of Batavia

Discussion: The Town of Batavia has completed, submitted and been approved to receive Federal grant assistance in the amount of \$750,000 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 financing to assist HP Hood, LLC for the installation of an additional filler line at its existing production facility in the Genesee Valley Agri-Business Park. This agreement lays out the terms and conditions of that funding being received by the Town and then disbursed and administered by the GGLDC.

Fund commitment: None.

Committee action request: Recommend approval to the full Board of the grant agreement with the Town of Batavia for the CDBG funding in connection with the HP Hood, LLC project.

GRANT AGREEMENT

THIS AGREEMENT, entered into this day of , 2020 by and between the Town of Batavia, 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 3833 West Main Street Road, New York 14020, and hereinafter called "Town", and the 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 "Corporation",

WITNESSETH THAT:

WHEREAS, the Town has received Federal grant assistance in the amount of Seven Hundred Fifty Thousand dollars (\$750,000.00) the ("Grant") from the New York State Housing Trust Fund Corporation (hereinafter the "HTFC") represented by the New York State Office of Community Renewal (hereinafter the "OCR") through the Community Development Block Grant (hereinafter "CDBG") Program (OCR Grant #83ED957-20) for the purpose of providing financing to assist HP Hood LLC (the "Company") in the installation of an additional filler line at its existing production facility located in the Genesee Valley Agri-Business Park within the Town; and

WHEREAS, Corporation has the capacity to provide such financing to the Company and to administer such OCR grant in the best interests of the Town, and

WHEREAS, Corporation is a not-for-profit corporation eligible to receive grants of CDBG funds pursuant to Section 105(a)(15) of the Housing and Community Development of 1974, as amended (42 USC 5305).

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

Section 1. Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

"Application" means Town's grant application to OCR dated September 4, 2020 and accompanying submissions, and which is incorporated herein by reference and made a part hereof.

"CDBG" means Community Development Block Grant, a program of the United States Department of Housing and Urban Development.

"CDBG Funds" means Community Development Block Grant funds, including funds in the form of grants under 24 CFR Part 570, Subpart I, that are subject to Grant Agreement #83ED957-20 between the Town and HTFC.

"Company" means HP Hood LLC, a Delaware limited liability company.

"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 New York Homes and Community Renewal.

"OCR Grant" means the award of CDBG funds to the Town by HTFC as represented by OCR and as evidenced by Grant Agreement #83ED957-20 between the Town and HTFC dated October 15, 2020 such agreement being incorporated herein by reference and made a part hereof.

"Project" means the activities described in the Application that are to be undertaken by the Company in connection with the addition of a filler line to its existing production facility located at 5140 W. Ag Park Drive, Batavia, New York 14020.

Section 2. Statement of Work

2.1 Corporation shall make its best efforts to implement the Project by receiving from the Town and using OCR Grant funds in the amount of Seven Hundred Thirty-Four Thousand dollars (\$734,000.00) to fund a loan and deferred loan to the Company in a manner consistent with the Application and with the rules and regulations of OCR. Such efforts shall include the following as appropriate:

(a) Take all actions necessary to effect a loan and deferred loan closing with the Company including, but not limited to the preparation of loan agreements, security agreements, notes, and other legal documents as appropriate and in a form consistent with standard commercial financing practices and applicable rules, regulations, and policies of the CDBG program and the OCR;

(b) Assure that all requisite OCR approvals are received prior to funding Project activities;

(c) Disburse the loan and deferred loan proceeds to the Company in a manner consistent with the Application, the rules, regulations, and policies of the CDBG program and the OCR, and standard commercial lending practices, and obtain appropriate documentation to evidence and support such disbursement;

(d) Include in its agreements with the Company requirements that the Company effect the Project as approved by OCR in a manner consistent with the laws, regulations, and policies of the CDBG program and the OCR; and

(e) Take all other reasonable actions as may be necessary to effect those portions of the Project to be funded with the OCR Grant proceeds as approved by OCR in a manner consistent with the laws, regulations, and policies of the CDBG program, except where such actions are the responsibility of the Town pursuant to this Agreement.

2.2 Corporation shall perform, or cause to be performed, all administrative activities required pursuant to the OCR Grant including, but not limited to environmental review requirements, maintenance of books of account, procurement and maintenance of requisite statistical information, citizen participation, periodic reporting, and grant closeout activities. Such administrative activities shall be provided for all Project activities financed in whole or in

part with OCR Funds.

2.3 Corporation shall develop and use, or cause to be developed and used, appropriate forms and systems for the reporting and documentation of project costs, employment, and all other information required to be maintained pursuant to the rules, regulations, and policies of the CDBG program and the OCR.

2.4 Corporation shall procure appropriate documentation to evidence the Company's compliance with the loan conditions respecting employment, project expenditures, financing, and such other information as may be required pursuant to the rules, regulations, and policies of the CDBG program and the OCR, and shall at all times make such documentation and information available to the Town or its agent.

2.5 All activities undertaken by Corporation with CDBG funds pursuant to this Agreement shall be eligible activities pursuant to the regulations at 24 CFR 570.482.

2.6 All CDBG costs incurred by Corporation 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."

2.7 In accomplishing the Statement of Work as set forth in this Section 2, Corporation 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.

2.8 Corporation shall make its best efforts to accomplish the Statement of Work as described in this Section 2 in an expeditious manner.

Section 3. Disbursements of CDBG Funds

The Town shall provide a grant of CDBG Funds to Corporation in an amount not to exceed Seven Hundred Fifty Thousand dollars (\$750,000.00) in the performance of the terms of this Agreement, said amount to be disbursed in the following manner:

3.1 At any time, Corporation may requisition the Town to draw CDBG Funds from OCR for the purpose of disbursing loan funds to the Company. The Town shall be responsible for effecting any such draws of CDBG Funds in a timely manner upon requisition by Corporation. The Town shall disburse CDBG Funds so drawn to Corporation no more than three (3) business days after receiving such CDBG Funds from OCR. The cumulative amount of CDBG Funds provided by the Town to Corporation for the purpose of disbursing the loan to the Company shall not exceed the sum of Seven Hundred Thirty-Four Thousand dollars (\$734,000.00).

3.2 Corporation may, at any time, requisition the Town to draw and pay from CDBG Funds amounts due Corporation 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 cumulative amount of CDBG Funds provided by the Town to Corporation for the purpose of funding program delivery and administrative costs shall not exceed the sum of Sixteen Thousand dollars (\$16,000.00). Corporation acknowledges and agrees that any CDBG-eligible third-party program delivery and administrative costs related to the OCR Grant that are incurred directly by the Town including,

but not limited to the CDBG-eligible portion of costs associated with any audits required pursuant to the OCR Grant, may, at the Town's sole discretion, be paid from CDBG Funds and, if so paid, the cumulative amount of CDBG Funds available to Corporation pursuant to this Section 3.2 shall be reduced by the amount of CDBG Funds expended for such costs.

3.3 Where Corporation uses CDBG Funds to pay general administrative and program delivery costs, such costs must be necessary, reasonable, and directly related to the work performed in accordance with this Agreement. For the reimbursement of such costs, the following shall apply:

(i) Direct costs of Corporation 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 Corporation for work not provided pursuant to his Agreement, and actual costs of legal and other professional services, materials, equipment, bonding, and insurance incurred by Corporation; and

(ii) Indirect costs of Corporation 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.

Section 4. CDBG Grant

4.1 The Town and Corporation acknowledge and agree that the CDBG Funds provided to Corporation 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 Corporation resulting from Corporation's use of CDBG Funds pursuant to this Agreement is not CDBG Program Income and may be retained and used by Corporation without restriction.

Section 5. Federal Contract Requirements

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

5.1 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."

5.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c). All contracts and subgrants in excess of \$2000 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. 276c), 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”), prohibiting a contractor 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 HUD.

5.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). All construction contracts of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”), requiring contractors 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.

5.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330). 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. 327-330), 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.

5.5 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 the 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.

5.6 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 HUD and the Regional Office of the Environmental Protection Agency (EPA).

5.7 Section 312 U.S.C. 1701u of The Housing and Community Development Act of 1968, as amended. All contracts subject to Section 3 shall include the clause set forth at 24 CFR 135.38 as provided in the Section 3 Rider.

5.8 Anti-Job Pirating 24 CFR 570.482. CDBG Funds will not be used to assist directly 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 6. Financial Management

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

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

Section 7. Reports and Information

7.1 At such time and in such forms as OCR or the Town directs, Corporation shall submit to the Town any statements, records, reports, data and information required by OCR or the Town pertaining to matters and services covered by this Agreement.

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

Section 8. Inspection of Records/Monitoring

8.1 At any time during normal business hours and as often as the Town may deem necessary, Corporation shall make available to the Town or its agents all of its records with respect to matters covered by this Agreement, and Corporation shall permit the Town or its 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. In addition, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Corporation which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

8.2 The Corporation will be subject to monitoring by the Town to ensure compliance with all of the requirements outlined in this Agreement. Areas to be monitored shall include financial management, cost allowability, cost allocation, project review, and records review.

Section 9. Assignment by Corporation

9.1 Corporation represents 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 Town.

Section 10. Additional Provisions of Law to be Complied With

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

Section 11. Indemnification

11.1 Corporation shall defend, indemnify, and hold harmless HTFC and the Town 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 Town, to the fullest extent permitted by law, arising out of Corporation'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 Corporation to perform the Statement of Work due to a failure by the Town 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 Project.

Section 13. Amendments

13.1 This Agreement may be amended only by the mutual written consent of the Town and Corporation.

Section 14. Notices

14.1 Any action, notice, or request taken, given, or made by the Town of Batavia Supervisor (or such other person or persons as Town may, by written notice to Corporation, designate for such purpose) to Corporation hereunder shall be deemed to be duly and properly given or made if mailed, postage prepaid, to: President, Genesee Gateway Local Development Corporation, 99 MedTech Drive, Batavia, New York 14020, or delivered personally to Corporation. Any action, notice, or request taken, given, or made by the President of the Genesee Gateway Local Development Corporation (or such other person or persons as Corporation may, by written notice to Town, designate for such purpose) to Town hereunder shall be deemed to be duly and properly given or made if mailed, postage prepaid, to: Office of the Supervisor, Town of Batavia, 3833 West Main Street Road, Batavia, New York 14020, or delivered personally to Town.

Section 15. Term of Agreement

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

15.2 The Town shall be obligated to reimburse Corporation for the cost of services provided prior to the effective date of this Agreement if such services: (i) were provided on or after the date of the Agreement between the Town and the New York State Housing Trust Fund Corporation respecting the OCR Grant; (ii) represent eligible costs pursuant to the OCR Grant; and (iii) were provided in a manner consistent with all other provisions of this Agreement.

15.3 This Agreement may be terminated by the Town upon Corporation's failure to make a loan or deferred loan to the Company consistent with Section 2.1 of this Agreement by June 30, 2022. Such termination shall be effected by written notification to Corporation by the Town and shall state an effective date of the termination that is no earlier than fourteen (14) days after the date of such written notification.

Section 16. Reimbursement of Grant Funds

16.1 In the event that (i) OCR shall make a finding regarding the implementation of the Project that requires the Town to pay to OCR or to HTFC, or to reimburse to the Town'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 Corporation's and/or the Company's failure to meet its obligations pursuant to this Agreement in a manner acceptable to OCR; then the Town shall have the right to receive from Corporation, and Corporation shall have the obligation to pay to the Town, the lesser of (a) a sum equal to the amount the Town is required by the OCR finding to pay to OCR or reimburse to the Town's CDBG account, or (b) the amount of CDBG Funds disbursed to Corporation by the Town pursuant to this Agreement. The Town shall exercise such right of receipt by written notification to Corporation which includes an assertion of such right, the amount of Corporation's obligation, and written evidence of the applicable OCR finding. Corporation shall effect such payment to the Town within twenty-one (21) calendar days of its receipt of such notification.

16.2 In lieu of effecting its full payment obligation pursuant to Section 16.1 of this Agreement in cash funds, Corporation may elect to make an assignment to the Town of any and all obligations of the Company originating from Corporation's use of OCR Grant funds. In the event that funding was provided to the Company in the form of a loan and/or deferred loan, such assignment shall include promissory notes and any other loan instruments executed in connection therewith and the total amount of Corporation's obligation to the Town pursuant to Section 16.1 of this Agreement shall be reduced by the total principal amount owing on the note or notes so assigned; provided, however, for the purposes of this Section 16.2, principal amounts owing shall not include principal amounts that are subject to express conditional forgiveness provisions of any note, unless the conditions for forgiveness have not been satisfied and the obligation of the Company to repay such principal amounts has been or can be accelerated under the terms of the note or other loan instruments. In the event that funding was provided to the Company in the form of a grant, such assignment shall include the grant agreement between the Corporation and the Company, including any rights of the Corporation to require the Company to reimburse the grant funds in accordance with the terms thereof, and the total amount of Corporation's obligations to the Town pursuant to Section 16.1 of this

Agreement shall be reduced by the amount of grant proceeds which are reimbursable by the Company.

16.3 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 Corporation's and/or the Company's failure to meet their respective obligations in a manner acceptable to OCR, then Corporation's performance of the Statement of Work shall be deemed satisfactory and Corporation shall henceforth have no payment obligations to the Town 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.

TOWN OF BATAVIA, NEW YORK

By: _____
Gregory Post, Supervisor

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 2020 before me, the undersigned, a Notary Public in and for said state, personally appeared Gregory Post, 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 2020 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

3b. Approval of grant agreement with Town of Batavia

Discussion: The Town of Batavia has completed, submitted and been approved to receive Federal grant assistance in the amount of \$750,000 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 financing to assist Upstate Niagara Cooperative, Inc. for the reactivation of a dormant yogurt production facility in the Genesee Valley Agri-Business Park. This agreement lays out the terms and conditions of that funding being received by the Town of Batavia and then disbursed and administered by the GGLDC.

Fund commitment: None.

Committee action request: Recommend approval to the full Board of the grant agreement with the Town of Batavia for the CDBG funding in connection with the Upstate Niagara Cooperative project.

GRANT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020 by and between the Town of Batavia, 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 3833 West Main Street Road, New York 14020, and hereinafter called "Town", and the 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 "Corporation",

WITNESSETH THAT:

WHEREAS, the Town has received Federal grant assistance in the amount of Seven Hundred Fifty Thousand dollars (\$750,000.00) the ("Grant") from the New York State Housing Trust Fund Corporation (hereinafter the "HTFC") represented by the New York State Office of Community Renewal (hereinafter the "OCR") through the Community Development Block Grant (hereinafter "CDBG") Program (OCR Grant #83ED956-20) for the purpose of providing financing to assist Upstate Niagara Cooperative, Inc. (the "Company") in reactivating a dormant yogurt production facility located in the Genesee Valley Agri-Business Park within the Town; and

WHEREAS, Corporation has the capacity to provide such financing to the Company and to administer such OCR grant in the best interests of the Town, and

WHEREAS, Corporation is a not-for-profit corporation eligible to receive grants of CDBG funds pursuant to Section 105(a)(15) of the Housing and Community Development of 1974, as amended (42 USC 5305).

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

Section 1. Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

"Application" means Town's grant application to OCR dated September 4, 2020 and accompanying submissions, and which is incorporated herein by reference and made a part hereof.

"CDBG" means Community Development Block Grant, a program of the United States Department of Housing and Urban Development.

"CDBG Funds" means Community Development Block Grant funds, including funds in the form of grants under 24 CFR Part 570, Subpart I, that are subject to Grant Agreement #83ED956-20 between the Town and HTFC.

"Company" means Upstate Niagara Cooperative, Inc, a New York cooperative corporation.

"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 New York Homes and Community Renewal.

"OCR Grant" means the award of CDBG funds to the Town by HTFC as represented by OCR and as evidenced by Grant Agreement #83ED956-20 between the Town and HTFC dated October 15, 2020 such agreement being incorporated herein by reference and made a part hereof.

"Project" means the activities described in the Application that are to be undertaken by the Company in connection with the activation of a dormant yogurt production facility located at 5011 W. Ag Park Drive, Batavia, New York 14020.

Section 2. Statement of Work

2.1 Corporation shall make its best efforts to implement the Project by receiving from the Town and using OCR Grant funds in the amount of Seven Hundred Thirty-Four Thousand dollars (\$734,000.00) to fund a loan and deferred loan to the Company in a manner consistent with the Application and with the rules and regulations of OCR. Such efforts shall include the following as appropriate:

(a) Take all actions necessary to effect a loan and deferred loan closing with the Company including, but not limited to the preparation of loan agreements, security agreements, notes, and other legal documents as appropriate and in a form consistent with standard commercial financing practices and applicable rules, regulations, and policies of the CDBG program and the OCR;

(b) Assure that all requisite OCR approvals are received prior to funding Project activities;

(c) Disburse the loan and deferred loan proceeds to the Company in a manner consistent with the Application, the rules, regulations, and policies of the CDBG program and the OCR, and standard commercial lending practices, and obtain appropriate documentation to evidence and support such disbursement;

(d) Include in its agreements with the Company requirements that the Company effect the Project as approved by OCR in a manner consistent with the laws, regulations, and policies of the CDBG program and the OCR; and

(e) Take all other reasonable actions as may be necessary to effect those portions of the Project to be funded with the OCR Grant proceeds as approved by OCR in a manner consistent with the laws, regulations, and policies of the CDBG program, except where such actions are the responsibility of the Town pursuant to this Agreement.

2.2 Corporation shall perform, or cause to be performed, all administrative activities required pursuant to the OCR Grant including, but not limited to environmental review requirements, maintenance of books of account, procurement and maintenance of requisite statistical information, citizen participation, periodic reporting, and grant closeout activities.

Such administrative activities shall be provided for all Project activities financed in whole or in part with OCR Funds.

2.3 Corporation shall develop and use, or cause to be developed and used, appropriate forms and systems for the reporting and documentation of project costs, employment, and all other information required to be maintained pursuant to the rules, regulations, and policies of the CDBG program and the OCR.

2.4 Corporation shall procure appropriate documentation to evidence the Company's compliance with the loan conditions respecting employment, project expenditures, financing, and such other information as may be required pursuant to the rules, regulations, and policies of the CDBG program and the OCR, and shall at all times make such documentation and information available to the Town or its agent.

2.5 All activities undertaken by Corporation with CDBG funds pursuant to this Agreement shall be eligible activities pursuant to the regulations at 24 CFR 570.482.

2.6 All CDBG costs incurred by Corporation 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."

2.7 In accomplishing the Statement of Work as set forth in this Section 2, Corporation 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.

2.8 Corporation shall make its best efforts to accomplish the Statement of Work as described in this Section 2 in an expeditious manner.

Section 3. Disbursements of CDBG Funds

The Town shall provide a grant of CDBG Funds to Corporation in an amount not to exceed Seven Hundred Fifty Thousand dollars (\$750,000.00) in the performance of the terms of this Agreement, said amount to be disbursed in the following manner:

3.1 At any time, Corporation may requisition the Town to draw CDBG Funds from OCR for the purpose of disbursing loan funds to the Company. The Town shall be responsible for effecting any such draws of CDBG Funds in a timely manner upon requisition by Corporation. The Town shall disburse CDBG Funds so drawn to Corporation no more than three (3) business days after receiving such CDBG Funds from OCR. The cumulative amount of CDBG Funds provided by the Town to Corporation for the purpose of disbursing the loan to the Company shall not exceed the sum of Seven Hundred Thirty-Four Thousand dollars (\$734,000.00).

3.2 Corporation may, at any time, requisition the Town to draw and pay from CDBG Funds amounts due Corporation 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 cumulative amount of CDBG Funds provided by the Town to Corporation for the purpose of funding program delivery and administrative costs shall not exceed the sum of Sixteen Thousand dollars (\$16,000.00). Corporation acknowledges and agrees that any CDBG-eligible third-party program delivery and

administrative costs related to the OCR Grant that are incurred directly by the Town including, but not limited to the CDBG-eligible portion of costs associated with any audits required pursuant to the OCR Grant, may, at the Town's sole discretion, be paid from CDBG Funds and, if so paid, the cumulative amount of CDBG Funds available to Corporation pursuant to this Section 3.2 shall be reduced by the amount of CDBG Funds expended for such costs.

3.3 Where Corporation uses CDBG Funds to pay general administrative and program delivery costs, such costs must be necessary, reasonable, and directly related to the work performed in accordance with this Agreement. For the reimbursement of such costs, the following shall apply:

(i) Direct costs of Corporation 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 Corporation for work not provided pursuant to his Agreement, and actual costs of legal and other professional services, materials, equipment, bonding, and insurance incurred by Corporation; and

(ii) Indirect costs of Corporation 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.

Section 4. CDBG Grant

4.1 The Town and Corporation acknowledge and agree that the CDBG Funds provided to Corporation 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 Corporation resulting from Corporation's use of CDBG Funds pursuant to this Agreement is not CDBG Program Income and may be retained and used by Corporation without restriction.

Section 5. Federal Contract Requirements

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

5.1 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."

5.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c). All contracts and subgrants in excess of \$2000 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. 276c), 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"), prohibiting a contractor 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 HUD.

5.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). All construction contracts of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"), requiring contractors 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.

5.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330). 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. 327-330), 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.

5.5 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 the 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.

5.6 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 HUD and the Regional Office of the Environmental Protection Agency (EPA).

5.7 Section 312 U.S.C. 1701u of The Housing and Community Development Act of 1968, as amended. All contracts subject to Section 3 shall include the clause set forth at 24 CFR 135.38 as provided in the Section 3 Rider.

5.8 Anti-Job Pirating 24 CFR 570.482. CDBG Funds will not be used to assist directly 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 6. Financial Management

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

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

Section 7. Reports and Information

7.1 At such time and in such forms as OCR or the Town directs, Corporation shall submit to the Town any statements, records, reports, data and information required by OCR or the Town pertaining to matters and services covered by this Agreement.

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

Section 8. Inspection of Records/Monitoring

8.1 At any time during normal business hours and as often as the Town may deem necessary, Corporation shall make available to the Town or its agents all of its records with respect to matters covered by this Agreement, and Corporation shall permit the Town or its 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. In addition, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Corporation which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

8.2 The Corporation will be subject to monitoring by the Town to ensure compliance with all of the requirements outlined in this Agreement. Areas to be monitored shall include financial management, cost allowability, cost allocation, project review, and records review.

Section 9. Assignment by Corporation

9.1 Corporation represents 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 Town.

Section 10. Additional Provisions of Law to be Complied With

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

Section 11. Indemnification

11.1 Corporation shall defend, indemnify, and hold harmless HTFC and the Town 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 Town, to the fullest extent permitted by law, arising out of Corporation'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 Corporation to perform the Statement of Work due to a failure by the Town 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 Project.

Section 13. Amendments

13.1 This Agreement may be amended only by the mutual written consent of the Town and Corporation.

Section 14. Notices

14.1 Any action, notice, or request taken, given, or made by the Town of Batavia Supervisor (or such other person or persons as Town may, by written notice to Corporation, designate for such purpose) to Corporation hereunder shall be deemed to be duly and properly given or made if mailed, postage prepaid, to: President, Genesee Gateway Local Development Corporation, 99 MedTech Drive, Batavia, New York 14020, or delivered personally to Corporation. Any action, notice, or request taken, given, or made by the President of the Genesee Gateway Local Development Corporation (or such other person or persons as Corporation may, by written notice to Town, designate for such purpose) to Town hereunder shall be deemed to be duly and properly given or made if mailed, postage prepaid, to: Office of the Supervisor, Town of Batavia, 3833 West Main Street Road, Batavia, New York 14020, or delivered personally to Town.

Section 15. Term of Agreement

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

15.2 The Town shall be obligated to reimburse Corporation for the cost of services provided prior to the effective date of this Agreement if such services: (i) were provided on or after the date of the Agreement between the Town and the New York State Housing Trust Fund Corporation respecting the OCR Grant; (ii) represent eligible costs pursuant to the OCR Grant; and (iii) were provided in a manner consistent with all other provisions of this Agreement.

15.3 This Agreement may be terminated by the Town upon Corporation's failure to make a loan or deferred loan to the Company consistent with Section 2.1 of this Agreement by June 30, 2022. Such termination shall be effected by written notification to Corporation by the Town and shall state an effective date of the termination that is no earlier than fourteen (14) days after the date of such written notification.

Section 16. Reimbursement of Grant Funds

16.1 In the event that (i) OCR shall make a finding regarding the implementation of the Project that requires the Town to pay to OCR or to HTFC, or to reimburse to the Town'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 Corporation's and/or the Company's failure to meet its obligations pursuant to this Agreement in a manner acceptable to OCR; then the Town shall have the right to receive from Corporation, and Corporation shall have the obligation to pay to the Town, the lesser of (a) a sum equal to the amount the Town is required by the OCR finding to pay to OCR or reimburse to the Town's CDBG account, or (b) the amount of CDBG Funds disbursed to Corporation by the Town pursuant to this Agreement. The Town shall exercise such right of receipt by written notification to Corporation which includes an assertion of such right, the amount of Corporation's obligation, and written evidence of the applicable OCR finding. Corporation shall effect such payment to the Town within twenty-one (21) calendar days of its receipt of such notification.

16.2 In lieu of effecting its full payment obligation pursuant to Section 16.1 of this Agreement in cash funds, Corporation may elect to make an assignment to the Town of any and all obligations of the Company originating from Corporation's use of OCR Grant funds. In the event that funding was provided to the Company in the form of a loan and/or deferred loan, such assignment shall include promissory notes and any other loan instruments executed in connection therewith and the total amount of Corporation's obligation to the Town pursuant to Section 16.1 of this Agreement shall be reduced by the total principal amount owing on the note or notes so assigned; provided, however, for the purposes of this Section 16.2, principal amounts owing shall not include principal amounts that are subject to express conditional forgiveness provisions of any note, unless the conditions for forgiveness have not been satisfied and the obligation of the Company to repay such principal amounts has been or can be accelerated under the terms of the note or other loan instruments. In the event that funding was provided to the Company in the form of a grant, such assignment shall include the grant agreement between the Corporation and the Company, including any rights of the Corporation to require the Company to reimburse the grant funds in accordance with the terms thereof, and

the total amount of Corporation's obligations to the Town pursuant to Section 16.1 of this Agreement shall be reduced by the amount of grant proceeds which are reimbursable by the Company.

16.3 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 Corporation's and/or the Company's failure to meet their respective obligations in a manner acceptable to OCR, then Corporation's performance of the Statement of Work shall be deemed satisfactory and Corporation shall henceforth have no payment obligations to the Town 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.

TOWN OF BATAVIA, NEW YORK

By: _____
Gregory Post, Supervisor

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 2020 before me, the undersigned, a Notary Public in and for said state, personally appeared Gregory Post, 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 2020 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

Additional Legal Fees in connection with land sale at Ag Park

Discussion: The GGLDC had received a Purchase and Sale Agreement from a company to acquire tax parcels 13.-1-174 and 13.-1-158.12 (comprising approximately 22.57 acres) in their entirety. The authorizing resolution had approved legal fees not to exceed \$14,000. This was an estimate from our legal firm. The land sale closed on November 16 and the total legal fees amounted to \$17,827.

Fund Commitment: Legal fees to Harris Beach \$3,827 that were in excess of the previously approved amount for this transaction.

Committee Action Request: Recommend approval of payment of legal fees over the previous approved amount in connection with closing.