



Genesee Gateway Local Development Corp.
Meeting Agenda
Thursday, May 7, 2020
Location: Electronically

PAGE#

1.0 Call to Order 5:15pm

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 instead of a public meeting open for the public to attend in person.

2.0 Chairman's Report and Activities 5:15pm

- 2.1 Upcoming Meetings:
Next Scheduled Board Meeting: Thursday, June 4th at 4:00 p.m.
Audit & Finance Committee Meeting: Tuesday, June 2nd at 8:30 a.m.
Governance & Nominating Committee Meeting: Thursday, June 4th at 3:00 p.m.
- 2.2 Agenda Additions/ Deletions / Other Business ****Vote**
- 2.3 Minutes: March 26, 2020 ****Vote**

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3.0 Report of Management 5:20pm

- 3.1 Nothing at this time.

4.0 Audit & Finance Committee – D. Cunningham 5:20pm

- 4.1 1st Quarter Financial Statements ****Vote**
- 4.2 Mowing Bids ****Vote**
- 4.3 Fancher Land Sale BETP ****Vote**
- 4.4 MedTech Roof Repair Contract ****Vote**
- 4.5 CC Environment Contract for BETP ****Vote**
- 4.6 Great Lakes Building Systems Service Agreement ****Vote**

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28-30

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5.0 Governance & Nominating Committee – S. Noble-Moag 5:30pm

- 5.1 Nothing at this time.

6.0 Other Business 5:30pm

- 6.1 Nothing at this time.

7.0 Adjournment 5:30pm



**GGLDC Board Meeting
Thursday, March 26, 2020
Upstate MedTech Centre – Innovation Zone
4:00 PM**

GGLDC MINUTES

Attendance

Board Members: D. Cunningham, P. Battaglia, S. Noble-Moag, C. Yunker, T. Bender, M. Wiater, T. Felton, P. Zeliff, G. Torrey
Staff: L. Casey, P. Kennett, C. Suozzi, J. Krencik, S. Hyde, L. Farrell, M. Masse
Guests: A. Vanderhoof (GCEDC Board Member), A. Young (GCEDC Board Member), R. Gaenzle (Harris Beach)
Absent:

1.0 Call to Order

D. Cunningham called the meeting to order at 4:54 p.m. via conference call.

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 instead of a public meeting open for the public to attend in person.

2.0 Chairman’s Report and Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, May 7th at 4:00 p.m.
Audit & Finance Committee Meeting: Tuesday, May 5th at 8:30 a.m.
Governance & Nominating Committee Meeting: Thursday, May 7th at 3:00 p.m.

2.2 Agenda Additions/ Deletions/ Other Business –

**P. Battaglia made a motion to remove agenda item 4.2; the motion was seconded by G. Torrey.
Roll call resulted as follows:**

| | | | |
|-----------------|-----|-----------------|-----|
| T. Felton - | Yes | S. Noble-Moag - | Yes |
| D. Cunningham - | Yes | P. Battaglia - | Yes |
| T. Bender - | Yes | C. Yunker - | Yes |
| G. Torrey - | Yes | M. Wiater - | Yes |
| P. Zeliff - | Yes | | |

The item was approved as presented.

3.0 Report of Management

3.1 Nothing at this time.

4.0 Audit & Finance Committee – D. Cunningham

4.1 12/31/2019 Audit - D. Cunningham shared that David Brownell of Mostert, Manzanero & Scott, LLP reviewed the audit with the committee and answered questions in regard to the audit. The management letter states that no material deficiencies in internal controls were identified during the audit. It is their opinion that the audited financial statements present fairly, in all material respects, the financial position of the GGLDC as of December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

This was recommended for approval by the Committee.

T. Felton made a motion to approve the 12/31/2019 Audit; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:

| | | | |
|-----------------|-----|-----------------|-----|
| T. Felton - | Yes | S. Noble-Moag - | Yes |
| D. Cunningham - | Yes | P. Battaglia - | Yes |
| T. Bender - | Yes | C. Yunker - | Yes |
| G. Torrey - | Yes | M. Wiater - | Yes |
| P. Zeliff - | Yes | | |

The item was approved as presented.

4.2 Greater Batavia / Genesee County C-19 Disaster Low Interest Loan Fund – Removed from the agenda.

4.3 MedTech Centre Building Lease – Adecco USA, Inc. is looking to lease the remaining 820 square feet in the Upstate MedTech Centre. This will fully lease out the building. The GGLDC prepared a lease agreement, as reviewed by Harris Beach, and sent over to Adecco. The redline version included in the Board packet (pages 5 – 31) is what Adecco sent back with their requested changes. Key terms are as follows:

1. Base rent of \$15.00 per sq. ft. plus CAM charges.
2. 3% commission to be paid to Cushman & Wakefield over the term of the lease.
3. The term is for 3 years, with renewable 3-year option.
4. Adecco is responsible for making any improvements to the space to fit their use, with Landlord approval.
5. They removed the security deposit requirement. All other tenants have made security deposits. Is the committee comfortable waiving this for them?

Additional modifications that the Board discussed are as follows:

1. The tenant is required to make a security deposit.
2. At the end of the 3-year lease, the base rent will increase to \$15.50 per sq. ft., which is roughly a 3% increase.
3. In Section 18, paragraph b, language was added that requires the tenant to notify the landlord (GGLDC) of non-monetary default within 10 business days of the default. The non-monetary default must be cured to the satisfaction of both parties.
4. In Section 13, paragraph c, "Landlord's policies shall contain express waivers of subrogation against Tenant." must be removed.

T. Felton made a motion to approve the lease agreement with Adecco with the understanding that all of the modifications discussed are included within the new lease; the motion was seconded by M. Wiater. Roll call resulted as follows:

| | | | |
|-----------------|-----|-----------------|-----|
| T. Felton - | Yes | S. Noble-Moag - | Yes |
| D. Cunningham - | Yes | P. Battaglia - | Yes |
| T. Bender - | Yes | C. Yunker - | Yes |
| G. Torrey - | Yes | M. Wiater - | Yes |
| P. Zelif - | Yes | | |

The item was approved as presented.

4.4 Deferral & Extension of Loans – D. Cunningham stated that this discussion was held simultaneously with the GCEDC Committee. However, due to time constraints, no motion for recommendation to the full Board was made. Given the current situation regarding COVID-19, it was recommended that the GGLDC should consider a deferment of principal and interest on all loans for a six-month period, at which time normal principal and interest payment will resume. The amortization of the loan will be extended by that six-month deferral period.

The Committee points of discussion were shared with the Board:

1. Any company with an existing loan with the GGLDC must request a loan deferment and quantify economic injury due to COVID-19.
2. GCEDC staff determines, as requests are received, if the company qualifies for a loan deferment not to exceed 6 months.
3. Not openly marketed in the community.

M. Wiater made a motion to approve 1) any company with an existing loan with the GGLDC must request a loan deferment and quantify economic injury due to COVID-19 and 2) staff is authorized to determine, as requests are received, if the company qualifies for a loan deferment not to exceed 6 months; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

| | | | |
|-----------------|-----|-----------------|-----|
| T. Felton - | Yes | S. Noble-Moag - | Yes |
| D. Cunningham - | Yes | P. Battaglia - | Yes |
| T. Bender - | Yes | C. Yunker - | Yes |
| G. Torrey - | Yes | M. Wiater - | Yes |
| P. Zelif - | Yes | | |

The item was approved as presented.

5.0 Governance & Nominating Committee – S. Noble-Moag

5.1 Nothing at this time.

6.0 Other Business

6.1 Nothing at this time.

7.0 Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 6:00 p.m., which was seconded by P. Battaglia and passed unanimously.

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Genesee Gateway Local Development Corp.
 Dashboard - For the Three Month Period Ended 3/31/20
 Balance Sheet - Accrual Basis

| | Three Month Period Ended <u>3/31/20</u> | [Per Audit] <u>12/31/19</u> |
|---|---|--------------------------------|
| ASSETS: | | |
| Cash - Unrestricted | \$ 323,960 | \$ 303,219 |
| Cash - Restricted (A) | 941,716 | 934,626 |
| Cash - Reserved (A)(B) | 1,324,142 | 1,158,480 |
| Cash - Subtotal | 2,589,818 | 2,396,325 |
| Grants Receivable (2) | 4,646 | 4,646 |
| Accounts Receivable | 69 | 69 |
| Loans Receivable - Current Portion | 349,651 | 358,874 |
| Other Current Assets | - | 872 |
| Total Current Assets | 2,944,184 | 2,760,786 |
| Land Held for Dev. & Resale | 3,489,954 | 3,489,854 |
| Buildings & Improvements | 7,202,120 | 7,202,120 |
| Furniture, Fixtures & Equipment | 43,600 | 43,600 |
| Total Property, Plant & Equip. | 10,735,674 | 10,735,574 |
| Less Accumulated Depreciation | (1,809,466) | (1,760,244) |
| Net Property, Plant & Equip. | 8,926,208 | 8,975,330 |
| Loans Receivable - Noncurrent Portion (Net of \$202,125 Allow for Bad Debt (2)) | 681,380 | 847,445 |
| Equity Investment in Genesee Agri-Business, LLC (3) | 3,220,240 | 3,220,240 |
| Other Assets | 3,901,620 | 4,067,685 |
| Total Assets | 15,772,012 | 15,803,801 |
| LIABILITIES: | | |
| Accounts Payable (4) | 101,720 | 16,915 |
| Unearned Revenue (5) | 31,369 | 44,457 |
| Security Deposits | 108,680 | 108,680 |
| Loans Payable - Current Portion | 77,519 | 76,749 |
| Bonds Payable - Current Portion | 118,929 | 115,205 |
| Total Current Liabilities | 438,217 | 362,006 |
| Loans Payable - Noncurrent Portion | 2,321,789 | 2,341,460 |
| Bonds Payable - Noncurrent Portion | 2,815,062 | 2,850,337 |
| Total Noncurrent Liabilities | 5,136,851 | 5,191,797 |
| Total Liabilities | 5,575,068 | 5,553,803 |
| EQUITY | \$ 10,196,944 | \$ 10,249,998 |

Significant Events:

1. Cash Reserved - Received \$100K annual loan principal payment from HP Hood.
2. Grants Receivable - OCR will reimburse for H. Sichertman grant consulting services.
3. Equity Investment in Genesee Agri-Business, LLC - ties to corresponding GAB,LLC financial statements.

4.1

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4. Accounts Payable - Grant for continuing Economic Development Program Support and MedTech Centre Property Management.
5. Unearned Revenue - 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.
- (B) Reserved = OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds, Batavia Micropolitan Area Redevelopment Loan Funds, Grant Funds.

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Genesee Gateway Local Development Corp.
 Dashboard - For the Three Month Period Ended 3/31/20
 Profit & Loss - Accrual Basis

| | Month to Date | | YTD | | 2020 Board Approved Budget | 2020 YTD % of Budget |
|---|----------------------|----------------------|----------------------|----------------------|----------------------------------|----------------------------|
| | 3 31 20 | 3 31 19 | 2020 | 2019 | | |
| <u>Operating Revenues:</u> | | | | | | |
| Grants | \$ - | \$ 442,089 | \$ - | \$ 442,089 | \$ 924,615 | 0% |
| Interest Income on Loans | 7,013 | 6,180 | 7,013 | 6,180 | 24,986 | 28% |
| Rent | 173,105 | 167,673 | 173,105 | 167,673 | 724,855 | 24% |
| Common Area Fees - Parks | 500 | - | 500 | - | 500 | 100% |
| Fees | 500 | 4,675 | 500 | 4,675 | - | N/A |
| Other Revenue | 2,544 | 500 | 2,544 | 500 | - | N/A |
| Total Operating Revenues | 183,662 | 621,117 | 183,662 | 621,117 | 1,674,956 | |
| <u>Operating Expenses:</u> | | | | | | |
| Operations & Maintenance | 31,729 | 30,024 | 31,729 | 30,024 | 161,169 | 20% |
| Professional Services | 25,103 | 24,587 | 25,103 | 24,587 | 155,483 | 16% |
| Econ. Dev. Prog. Support Grant | 75,000 | 75,000 | 75,000 | 75,000 | 300,000 | 25% |
| Site Development Expense | - | - | - | - | 727,612 | 0% |
| Grant Expense | - | - | - | - | 819,648 | 0% |
| Real Estate Dev. (Capitalized) | - | 60,634 | - | 60,634 | - | N/A |
| Balance Sheet Absorption | - | (60,634) | - | (60,634) | - | N/A |
| Depreciation | 49,222 | 49,192 | 49,222 | 49,192 | 196,788 | 25% |
| Total Operating Expenses | 181,054 | 178,803 | 181,054 | 178,803 | 2,360,700 | |
| Operating Revenue (Expense) | 2,608 | 442,314 | 2,608 | 442,314 | (685,744) | |
| <u>Non-Operating Revenues (Expenses):</u> | | | | | | |
| Other Interest Income | 6,395 | 3,436 | 6,395 | 3,436 | 9,250 | 69% |
| Interest Expense | (62,057) | (74,264) | (62,057) | (74,264) | (1245,105) | 25% |
| Total Non-Operating Exp. | (55,662) | (70,828) | (55,662) | (70,828) | (1235,855) | |
| Change in Net Assets | (53,054) | 371,486 | (53,054) | 371,486 | \$ (921,599) | |
| Net Assets - Beginning | 10,249,998 | 9,672,953 | 10,249,998 | 9,672,953 | | |
| Net Assets - Ending | \$ 10,196,944 | \$ 10,044,439 | \$ 10,196,944 | \$ 10,044,439 | | |

Significant Events:

Normal activity for the 1st quarter of 2020

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Genesee Gateway Local Development Corp.
 Dashboard - For the Three Month Period Ended 3/31/20
 Statement of Cash Flows

| | Three Month Period Ended <u>3/31/20</u> | <u>YTD</u> |
|--|---|--------------|
| CASH PROVIDED BY OPERATING ACTIVITIES: | | |
| Interest Income on Loans | \$ 6.183 | \$ 6.183 |
| Rental Income | 131.443 | 131.443 |
| Common Area Fees - Parks | 500 | 500 |
| Fees | 500 | 500 |
| Other Revenue | 31.948 | 31.948 |
| Operations & Maintenance | (31.142) | (31.142) |
| Professional Services | (15.013) | (15.013) |
| Improvements of Land Held for Dev. & Resale | (100) | (100) |
| Repayment of Loans | 175.288 | 175.288 |
| Net Cash Provided By Operating Activities | 299.607 | 299.607 |
| CASH FLOWS USED BY CAPITAL & RELATED FINANCING ACTIVITIES: | | |
| Principal Payments on Bonds & Loans | (50.452) | (50.452) |
| Interest Paid on Bonds & Loans | (62.057) | (62.057) |
| Net Cash Used By Capital & Related Financing Activities | (112.509) | (112.509) |
| CASH FLOWS PROVIDED BY INVESTING ACTIVITIES: | | |
| Interest Income | 6.395 | 6.395 |
| Net Cash Provided By Investing Activities | 6.395 | 6.395 |
| Net Change in Cash | 193.493 | 193.493 |
| Cash - Beginning of Period | 2,396,325 | 2,396,325 |
| Cash - End of Period | \$ 2,589,818 | \$ 2,589,818 |
| RECONCILIATION OF OPERATING REVENUE TO NET CASH PROVIDED BY OPERATING ACTIVITIES: | | |
| Operating Revenue | \$ 2.608 | \$ 2.608 |
| Adjustments: | | |
| Depreciation Expense | 49.222 | 49.222 |
| Increase in Land Held For Dev. & Resale | (100) | (100) |
| Decrease in Other Current Assets | 872 | 872 |
| Decrease in Loans Receivable | 175.288 | 175.288 |
| Increase in Operating Accounts Payable | 84.805 | 84.805 |
| Decrease in Unearned Revenue | (13.088) | (13.088) |
| Total Adjustments | 296.999 | 296.999 |
| Net Cash Provided By Operating Activities | \$ 299.607 | \$ 299.607 |

**Genesee Gateway Local Development Corp.
Dashboard - For the Three Month Period Ended 3/31/20
Balance Sheet - Accrual Basis**

| | GGLDC | | GABLLC | | COMBINED | |
|---|---|---|------------------------------|---|--------------------------------|--|
| | Three Month Period Ended <u>3/31/20</u> | Three Month Period Ended <u>3/31/20</u> | Eliminations | Three Month Period Ended <u>3/31/20</u> | Per Audit <u>12/31/2019</u> | |
| ASSETS: | | | | | | |
| Cash - Unrestricted | \$ 323,960 | \$ - | \$ - | \$ 323,960 | \$ 303,219 | |
| Cash - Restricted (A) | 941,716 | - | - | 941,716 | 934,626 | |
| Cash - Reserved (B) | 1,324,142 | 261,123 | - | 1,585,265 | 1,425,731 | |
| Cash - Subtotal | <u>2,589,818</u> | <u>261,123</u> | <u>-</u> | <u>2,850,941</u> | <u>2,663,576</u> | |
| Grants Receivable | 4,646 | - | - | 4,646 | 4,646 | |
| Accts Receivable - Current | 69 | - | - | 69 | 69 | |
| Loans Receivable - Current | 349,651 | - | - | 349,651 | 358,874 | |
| Other Current Assets | - | - | - | - | 872 | |
| Total Current Assets | <u>2,944,184</u> | <u>261,123</u> | <u>-</u> | <u>3,205,307</u> | <u>3,028,037</u> | |
| Land & Improvements | 3,489,954 | 3,121,511 | - | 6,611,465 | 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. | 10,735,674 | 3,121,511 | - | 13,857,185 | 13,857,085 | |
| Less Accumulated Depreciation | (1,809,466) | - | - | (1,809,466) | (1,760,244) | |
| Net Property, Plant & Equip. | <u>8,926,208</u> | <u>3,121,511</u> | <u>-</u> | <u>12,047,719</u> | <u>12,096,841</u> | |
| Loans Receivable - Noncurrent | 681,380 | - | - | 681,380 | 847,445 | |
| Equity Investment in GAB, LLC | 3,220,240 | - | (3,220,240) | - | - | |
| Other Assets | <u>3,901,620</u> | <u>-</u> | <u>(3,220,240)</u> | <u>681,380</u> | <u>847,445</u> | |
| TOTAL ASSETS | <u>15,772,012</u> | <u>3,382,634</u> | <u>(3,220,240)</u> | <u>15,934,406</u> | <u>15,972,323</u> | |
| LIABILITIES: | | | | | | |
| Accounts Payable | 101,720 | 3,220 | - | 104,940 | 20,135 | |
| Unearned Revenue | 31,369 | - | - | 31,369 | 45,657 | |
| Security Deposits | 108,680 | - | - | 108,680 | 108,680 | |
| Loans Payable - Current Portion | 77,519 | - | - | 77,519 | 76,749 | |
| Bonds Payable - Noncurrent Portion | 118,929 | - | - | 118,929 | 115,205 | |
| Total Current Liabilities | <u>438,217</u> | <u>3,220</u> | <u>-</u> | <u>441,437</u> | <u>366,426</u> | |
| Loans Payable - Noncurrent Portion | 2,321,789 | - | - | 2,321,789 | 2,341,460 | |
| Bonds Payable - Noncurrent Portion | 2,815,062 | - | - | 2,815,062 | 2,850,337 | |
| Total Noncurrent Liabilities | <u>5,136,851</u> | <u>-</u> | <u>-</u> | <u>5,136,851</u> | <u>5,191,797</u> | |
| TOTAL LIABILITIES | <u>5,575,068</u> | <u>3,220</u> | <u>-</u> | <u>5,578,288</u> | <u>5,558,223</u> | |
| EQUITY | <u>\$ 10,196,944</u> | <u>\$ 3,379,414</u> | <u>\$ (3,220,240)</u> | <u>\$ 10,356,118</u> | <u>\$ 10,414,100</u> | |

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

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**Genesee Gateway Local Development Corp.
Dashboard - For the Three Month Period Ended 3/31/20
Profit & Loss - Accrual Basis**

| | GGLDC | GABLLC | | COMBINED | |
|---|----------------------|---------------------|-----------------------|----------------------|----------------------|
| | Three Month | Three Month | | Three Month | Combined |
| | Period Ended | Period Ended | Eliminations | Period Ended | YTD |
| | 3/31/20 | 3/31/20 | | 3/31/20 | |
| <u>Operating Revenues:</u> | | | | | |
| Grants | \$ - | \$ - | \$ - | \$ - | \$ - |
| Interest Income on Loans | 7,013 | - | - | 7,013 | 7,013 |
| Rent | 173,105 | 1,200 | - | 174,305 | 174,305 |
| Common Area Fees - Parks | 500 | 5,000 | - | 5,500 | 5,500 |
| Fees | 500 | - | - | 500 | 500 |
| Other Revenue | 2,544 | - | - | 2,544 | 2,544 |
| Total Operating Revenues | 183,662 | 6,200 | - | 189,862 | 189,862 |
| <u>Operating Expenses:</u> | | | | | |
| Operations & Maintenance | 31,729 | 11,371 | - | 43,100 | 43,100 |
| Professional Services | 25,103 | - | - | 25,103 | 25,103 |
| Econ. Dev. Program Support Grant | 75,000 | - | - | 75,000 | 75,000 |
| Real Estate Development (Capitalized) | - | - | - | - | - |
| Balance Sheet Absorption | - | - | - | - | - |
| Depreciation | 49,222 | - | - | 49,222 | 49,222 |
| Total Operating Expenses | 181,054 | 11,371 | - | 192,425 | 192,425 |
| Operating Revenue (Expense) | 2,608 | (5,171) | - | (2,563) | (2,563) |
| <u>Non-Operating Revenues (Expenses):</u> | | | | | |
| Other Interest Income | 6,395 | 243 | - | 6,638 | 6,638 |
| Interest Expense | (62,057) | - | - | (62,057) | (62,057) |
| Total Non-Operating Rev (Exp) | (55,662) | 243 | - | (55,419) | (55,419) |
| Change in Net Assets | (53,054) | (4,928) | - | (57,982) | (57,982) |
| Net Assets - Beginning | 10,249,998 | 3,384,342 | (3,220,240) | 10,414,100 | 10,414,100 |
| Net Assets - Ending | \$ 10,196,944 | \$ 3,379,414 | \$ (3,220,240) | \$ 10,356,118 | \$ 10,356,118 |

Approval of mowing contract for Gateway II and Buffalo East Tech Park properties

Discussion: The GGLDC asked four companies for bids to mow the properties we have acquired at Gateway II and Buffalo East Tech Park. The results of the bids are as follows based on 14 mows in the season for BETP:

1. \$3,250 – S&S Trucking & Excavating
2. \$3,808 – Scalia Landscape
3. Declined to bid – McKenzie Landscaping
4. Declined to bid – Bubba's Landscaping

Fund Commitment: Not to exceed \$3,550 (includes six extra mows) for BETP and for Gateway II to S&S Trucking.

Board Action Request: Approval of mowing contract for Gateway II and Buffalo East Tech Park properties.

Review of Purchase and Sale Agreement for BETP Property

Discussion: The GGLDC has received a Purchase and Sale Agreement from a potential retail project to acquire approximately 7.9 acres (2.0 acres buildable) out of tax parcel 19.-1-74 for \$100,000.

Fund Commitment: Legal fees to Harris Beach for the transaction.

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

APR 30 2020

**PURCHASE AND SALE CONTRACT
FOR LOTS, VACANT LAND AND FARMS**

When signed, this document becomes a binding contract.
Purchaser or Seller may wish to consult their own attorney.

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

SELLER(S): **Genesee Gateway Local Development Corporation (GGLDC)**, a New York not-for-profit corporation with an address at 99 MedTech Drive, Batavia, New York 14020

OFFER TO PURCHASE

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

1. PROPERTY DESCRIPTION: Property known as part of land owned by the Genesee Gateway Local Development Corporation. The approximate size of the Property to be purchased by the Purchaser from the Seller is 7.9 acres (2.0 +/- acres buildable). The Property is depicted per attached Exhibit "A" and consists of tax parcel 19.-1-74 (to be subdivided at Purchaser's sole cost and expense), situated in the Town of Pembroke. The actual acreage to be purchased by the Purchaser from the Seller shall be determined based on an accurate survey of the Property to be paid for by the Purchaser pursuant to this Contract.

2. PRICE; AMOUNT AND HOW IT WILL BE PAID: The purchase price to be paid by the Purchaser to the Seller shall be \$50,000.00 per buildable acre with a maximum purchase price of \$100,000 and the maximum purchase price shall apply if the size of the Property exceeds 2.0 +/- buildable acres based on the updated survey to be provided by the Seller to the Purchaser provided said difference is less than .5 acres.

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

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

3. CONTINGENCIES: Purchaser makes this offer subject to the following contingencies to be satisfied or waived by September 30, 2020:

- a. Financing for the purchase of the Property and development of a food processing and associated support facilities with related accessory uses reasonably acceptable to Purchaser
- b. Due Diligence pursuant to paragraph 16, acceptable to Purchaser in its sole and absolute discretion.

- c. All of Purchaser's required approvals for its intended use, including subdivision, at Purchaser's sole cost and expense with Seller's cooperation.

4. **CLOSING DATE, PLACE, AND POSSESSION:** Transfer of title shall take place at the Genesee County Clerk's Office or at the offices of the Seller's attorney prior to December 31, 2020.

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

- A. **Deed.** Seller will deliver to Purchaser at closing a properly signed and notarized Bargain and Sale Deed with covenant against grantor's acts and subject to trust fund provisions of Section 13 of the Lien Law.
- B. **Abstract, Bankruptcy and Tax Searches.** Seller will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days from the Date of Acceptance, at Purchaser's expense, fully guaranteed tax, title and United States Court Searches dated or re-dated after the date of this Contract with a local tax certificate for Town, Village or City and School District taxes, if any (collectively, the "Title Evidence"). Purchaser will pay for continuing such searches to and including the day of closing.
- C. **Instrument Survey Map.** The Seller shall furnish and Purchaser shall pay for an instrument survey of the Property being purchased and shall have markers placed on the angle points and pins on the corners. The map shall be prepared by a licensed surveyor and dated or re-dated after the date of this Contract. The map shall show acreage inclusive of the rights of way, if any. The updated survey shall be furnished to the Purchaser and its attorneys within thirty (30) calendar days from Seller's delivery of the Title Evidence to Purchaser. The survey shall be certified to meet the standard requirements of the Genesee County Bar Association and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the Property is located.
- D. **Corporate Documents.** Seller will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days before the Closing Date, at Seller's expense, a current Certificate of Good Standing.
- E. **Tax Bills.** Seller shall furnish copies of receipted real estate tax bills for the Premises for the past twelve (12) months within twenty (20) calendar days from the Date of Acceptance.
- F. **Permits.** To the extent in Seller's possession, custody or control, Seller shall furnish copies of current Certificates of Occupancy, Sump Pump Certificates (if applicable), and any other municipal code compliance certificates, etc., and also all licenses, permits or similar documents affecting or relating to the Property within twenty (20) days from the Date of Acceptance.

- G. **Other Documents.** To the extent in Seller's possession, custody or control, Seller shall also furnish copies of all appraisals, plans, drawings, specifications, surveys, engineering reports, environmental studies, environmental impact statements and other written documentation affecting or relating to the Property, within twenty (20) days of the Date of Acceptance.

6. **MARKETABILITY OF TITLE:**

- A. The deed and other documents delivered by Seller shall be sufficient to convey good marketable title to the Property in fee simple, free and clear of all liens and encumbrances. However, Purchaser agrees to accept title to the Property subject to (i) restrictive covenants of record common to the tract or subdivision of which the Property is a part, provided these restrictions have not been violated, or if they have been violated, that the statute of limitations for any party to seek to enforce such violations has expired; (ii) the lien of current real estate taxes not due and payable; and (iii) public utility easements along lot lines as long as the Purchaser has determined those easements do not interfere with any buildings now on the Property or with any improvements Purchaser may construct in compliance with all present restrictive covenants of record and zoning and building codes applicable to the Property (the "Permitted Exceptions"). Seller agrees to furnish any documents required by federal or state laws for transfer of title to real property.
- B. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED BY SELLER IN "AS-IS" CONDITION, THAT PURCHASER IS FULLY FAMILIAR WITH THE CONDITION OF THE PROPERTY, AND THAT PURCHASER IS BUYING THE PROPERTY BASED SOLELY ON PURCHASER'S KNOWLEDGE OF THE PROPERTY AND NOT IN RELIANCE ON ANY REPRESENTATION MADE BY SELLER OR ANY EMPLOYEE OR AGENT OF SELLER. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL CONDITION OR ENVIRONMENTAL COMPLIANCE OF THE PROPERTY. THE WAIVER CONTAINED IN THIS SECTION SHALL SURVIVE CLOSING.

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

8. **RECORDING COSTS, MORTGAGE TAX, TRANSFER TAXES AND CLOSING ADJUSTMENTS:** Seller will pay the real property transfer tax. Purchaser will pay for recording the deed and the mortgage, and for the entire mortgage tax subject to any terms contained in an incentive package, if any, from GCEDC. The following, as applicable, will be prorated and adjusted between Seller and Purchaser as of the date of closing, excluding any delinquent items, interest and penalties: current taxes or special district fees computed on a fiscal year basis, rent payments, fuel oil on the Property, water charges, pure water charges, sewer charges, current common charges or assessments. If there is a water meter at the Property, Seller shall furnish an actual reading to a date not more than 30 days before the closing date set forth in this Contract. At closing, the water charges and any sewer rent shall be apportioned on the basis of such actual reading.
9. **ZONING:** Seller represents that the Property is zoned for use as a Commercial and Industrial Park.
10. **RISK OF LOSS:** Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Purchaser may cancel this Contract without any further liability to Seller. If Purchaser does not cancel but elects to close, then Seller shall transfer to Purchaser any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.
11. **DEPOSIT TO SELLER:** Purchaser shall make a Ten Thousand Dollars and no/100 U.S. Dollars (\$10,000.00) refundable deposit ("Deposit") upon signing of the contract to be held in escrow by Seller's attorney Harris Beach PLLC, 99 Garnsey Road, Pittsford, New York 14534. Such Deposit shall be paid to Seller at the time of Closing and shall be credited against the total Purchase Price at Closing. Should this contract be terminated for any reason, except for Purchaser's default hereunder, the Deposit shall be refunded to the Purchaser. In the event of Purchaser's default under this Purchase and Sale Contract, the Deposit shall be paid to the Seller as its sole and exclusive remedy. In the event of Seller's default hereunder, the return of the Deposit to the Purchaser shall be its sole and exclusive remedy.
12. **REAL ESTATE BROKER:** Seller and Purchaser acknowledge that no broker brought about this transaction. Seller and Purchaser warrant and represent that they have not dealt with any other brokers in connection with the sale embraced in this Contract and agree to indemnify and hold each other harmless from the claims of any other brokers for commissions
13. **RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT; ASSIGNABILITY:**
If more than one person signs this Contract as Purchaser, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Purchaser in this Contract. If more than one person signs this Contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. Purchaser shall not have the right to assign its rights, duties and obligations pursuant to this Contract or any of its rights hereunder without prior written consent of Seller, which consent shall not be unreasonably conditioned, withheld or delayed; provided, however, Purchaser shall be permitted to assign this Contract to any affiliate or subsidiary, or an entity created for the acquisition contemplated herein without obtaining Seller's consent so long as the Purchaser named herein remains fully responsible for the performance of all of Purchaser's

obligations under this Agreement. No assignment shall be effective unless and until Purchaser provides Seller with a notice of assignment together with a copy of the applicable assignment and assumption agreement.

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

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

Seller:

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

Counsel for Seller:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Francis L. Gorman, III, Esq.
E-mail: flgorman@harrisbeach.com
Phone: (585) 419-8628

Purchaser:

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

Counsel for Purchaser:

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

16. ACCESS TO PROPERTY/DUE DILIGENCE. At any time after the date upon which this Contract is executed by both Purchaser and Seller ("Date of Acceptance"), Purchaser may inspect, survey, examine and/or test the Property and conduct such tests thereon as it deems appropriate, including any such non-invasive inspection, surveying, examination, and/or testing required to conduct such activities in support of locating the planned economic development project at the site to and including any activities necessary for the SEQR process, by agent or otherwise. Purchaser acknowledges and agrees that it shall have no right to conduct drilling, soil

boring or other invasive testing on the Property without first obtaining Seller's prior written consent, which consent shall be exercised in Seller's sole and absolute discretion and shall be predicated upon Purchaser presenting Seller with a detailed map of the location of where such invasive testing shall be conducted, a description of the nature of such invasive testing and whatever environmental or engineering reports upon which Purchaser is basing its request for such drilling, soil boring or other invasive testing. Purchaser and/or its agents and employees shall have access to the Property at any reasonable time for purposes of making the foregoing inspections on prior reasonable notice to Seller. Unless otherwise agreed to in writing between the Purchaser and Seller, Purchaser shall bear all costs associated with the foregoing inspections and associated activities of the Property performed or conducted by Purchaser, or at the request of Purchaser, by its agent(s) or otherwise. Purchaser agrees to indemnify, defend and hold Seller harmless from all actual suits, causes of action, losses, payments and expenses (including, but not limited to, reasonable attorneys' fees) arising from: (a) any personal injury or property damage caused by Purchaser's negligence during the inspection of the Property; (b) any and all mechanics', laborers', materialmen's or other liens asserted against the Property resulting from Purchaser's foregoing inspections; and (c) Purchaser's presence (or that of Purchaser's representatives, agents, employees, lenders, contractors, appraisers, architects and engineers) on or at the Property during the term of this Contract, which indemnity shall survive closing or the earlier termination of this Contract. Purchaser agrees to return the Property in as near as possible its condition prior to Purchaser's entry thereon.

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

18. COMMON AREA CHARGES; COMMUNITY FEES. The common area charges, association fees or other community fees or assessments (including, but not limited to, any charges, dues or fees due in connection with the Genesee Valley Agri-Business Park) shall not exceed One Thousand Four Hundred and no/100 Dollars (\$1,400.00) annually for the first two (2) years following the Closing Date, and any future annual increases shall not exceed the lesser of (i) five percent (5%), or (ii) increases in the Consumer Price Index. Within thirty (30) calendar days of the expiration of the Contingency Period pursuant to Section 3 of this Contract, the Seller shall provide the Purchaser with documentation regarding the common area charges, association fees or other community fee or assessment including the methodology utilized to calculate these fees and the manner in which these fees are utilized. The deed of conveyance shall provide for payment of such fees, subject to the limited provided for herein.

20. APPLICABLE LAW. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York. The parties further agree that for the purposes of litigation arising between the parties, venue shall be laid in Genesee County Supreme Court. The prevailing party shall be entitled to attorney fees.

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

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

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

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

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

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____
Date: _____, 2020

WITNESS: _____
Print Name: _____
Date: _____, 2020

PURCHASER J & R FANCHER PROPERTY HOLDINGS, LLC

By: _____
Name: Randall D. Fancher
Title: President
Date: April 15, 2020

WITNESS: Sarah Z. Spoth
Print Name: Sarah Spoth
Date: April 15, 2020

Exhibit A



GIS Map of Property with Proposed Lot Line



GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

AUTHORIZING RESOLUTION

(Sale of Land to J & R Fancher Property Holdings, LLC)

A regular meeting of the Genesee Gateway Local Development Corporation (the "Corporation") was convened on _____, _____, 2020, at 4:00 p.m.

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

Resolution No. # ___/2020 - ___

RESOLUTION OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION AUTHORIZING (I) THE SALE OF CERTAIN LANDS TO J & R FANCHER PROPERTY HOLDINGS, LLC COMPRISING APPROXIMATELY 7.9 +/- ACRES LOCATED IN THE TOWN OF PEMBROKE, GENESEE COUNTY, NEW YORK, AND KNOWN AS PART OF TAX PARCEL 19.-1-74 (THE "LAND"), AND (II) THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT FOR THE CONVEYANCE OF THE LAND AND THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY AND INCIDENTAL THERETO

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

WHEREAS, among other property, the Corporation owns approximately 16.6+/- acres of vacant land located at Alleghany Road, Town of Pembroke, Genesee County, New York; and

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

WHEREAS, the Corporation desires to transfer to the Company, for and in consideration of \$50,000.00 per buildable acre, an approximately 7.9+/- acre parcel of land located in the Buffalo East Tech Park (the "Park") at Alleghany Road, in the Town of Pembroke, Genesee County, New York, known as part of tax parcel 19.-1-74 (the "Land"); and

WHEREAS, the Corporation desires to adopt a resolution authorizing (i) the sale of the Land to the Company, (ii) the execution of the Purchase and Sale Agreement, and (iii) a deed and related documents in connection with the purchase and sale of the Land (the "Closing Documents"); and

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

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

Section 1. The Corporation hereby finds and determines that:

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

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

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

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

Section 3. The Chairman, Vice Chairman, President/Chief Executive Officer and/or Senior Vice President of Operations of the Corporation are hereby authorized, on behalf of the Corporation, to do all acts and things required and to execute and deliver all such deeds, certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Corporation with all of the terms, covenants and provisions of the documents executed for and on behalf of the Corporation.

Section 4. Harris Beach PLLC shall be entitled to attorney fees, exclusive of third party costs (i.e. recording costs, survey, etc.) not to exceed \$8500.00 subject to no substantive title issues, municipal approval issues and/or environmental issues arising in connection with the purchase and sale of the Land, in which event, additional attorney fees are authorized as necessary to resolve such foregoing issues.

Section 5. These Resolutions shall take effect immediately upon adoption.

| | <i>Yea</i> | <i>Nay</i> | <i>Absent</i> | <i>Abstain</i> |
|-------------------|------------|------------|---------------|----------------|
| Donald Cunningham | [] | [] | [] | [] |
| Thomas H. Felton | [] | [] | [] | [] |
| Sarah Noble-Moag | [] | [] | [] | [] |
| Mary Ann Wiater | [] | [] | [] | [] |
| Paul Battaglia | [] | [] | [] | [] |
| Todd Bender | [] | [] | [] | [] |
| Craig Yunker | [] | [] | [] | [] |
| Gregg Torrey | [] | [] | [] | [] |
| Pete Zeliff | [] | [] | [] | [] |

The Resolutions were thereupon duly adopted.

Approval of roofing contract for MedTech Center

Discussion: The roof at the MedTech Centre suffered roof damage due to the high winds we had back in December/January. This damage was not covered under the warranty because the winds were in excess of 50 mph. The GGLDC is going to submit this as an insurance claim. The insurance company has approved the claim and the company to complete the work. The GGLDC has a contract with a company that is certified to complete the replacement that won't invalidate our current warranty. The damage resulted in about 25% of the roof needing to be replaced.

Fund Commitment: \$37,377 to be reimbursed by insurance subject to our deductible.

Board Action Request: Approval of payment of \$37,377 for the roof repairs.

FINGER LAKES SERVICE GROUP

COMMERCIAL ROOFING • STRUCTURAL SKYLIGHTS

Phone: (585) 377-7160 Fax: (585)377-7165
Email: flsg430@aol.com
www.fingerlakesservicegroup.com
1265 Fairport Rd • Fairport, NY 14450

Empire State WBE Certified

Proposal and Contract

Date: January 20, 2020

**Genesee County Economic Development Center
C/O Selective Insurance Co.
99 MedTech Drive
Batavia, New York 14020-3141**

Attn: Penny C Kennett

**Re: Wind Damage Roof Complete Repair
(Approximately 50' Wide X 75' Long)**

Work This Proposal Covers:

To furnish all necessary Insurance, Equipment, Materials, Labor and Supervision to perform the following:

- 1) Mobilization and set up of safety compliance.
- 2) Remove/ reuse 125' of metal edge
- 3) Remove damaged EPDM membrane; dispose of same
- 4) Remove damaged coverboard; dispose of same
- 5) Install new ½" coverboard over existing roof insulation-mechanically attached
- 6) Install .060 EPDM membrane; fully adhered
- 7) Tie new EPDM membrane into existing roofing
- 8) Re install existing metal edge (Replace if required)
- 9) Install new roofing per manufacturer specifications

**OUR PRICE TO COMPLETE THIS WORK: Thirty-Seven Thousand Three Hundred
Seventy Seven Dollars & .00/100-----\$37,377.00**

Unless Otherwise Mentioned, Our Bid Does Not Include:

- 1) Deck repair or replacement.
- 2) Carpentry, plumbing, electrical, Hvac or masonry work.
- 3) Gutter repair or replacement.
- 4) Steel fabrication and / or installation.
- 5) Removal, handling, transportation, or disposal of any asbestos containing roofing material.
- 6) Snow/Ice, or water removal.
- 7) Any work other than mentioned.

Insurance

This proposal covers our own Compensation Insurance, Property damage, Public Liability, as well as, Social Security or Old Age Pension and New York State and Federal Unemployment Insurance.

Any other form of insurance required by the contractor's or the contractor's principals will be furnished on request, at an additional cost.

Conditions

- 1) Contract work terms: 1/3rd on Mobilization, 1/3rd at Substantial Completion, 1/3rd net 30 days.
- 2) Estimates limited to ten (10) days acceptance.
- 3) All agreements and contracts contingent upon government delays, embargoes, fires, strikes, accidents, or any other condition beyond our control.
- 4) No back charges on any work of any kind to be done without written authorization from this office.

We thank you for the opportunity to submit this proposal and hope to be of service to you with this project.

Finger Lakes Service Group, Inc.

By: _____
Daisy Davis

CC Environment & Planning for BETP Property

Discussion: The GGLDC has received a proposal from CC Environment and Planning to provide services related to the wetland mitigation that was completed at the BETP as part of our rezoning and SEQR efforts. This will include the treatment of invasive species and approval from all state and federal regulatory agencies as well as supporting documentation. Complete the mitigation monitoring report as required. All of these items were mandated by state and federal regulatory agencies as part of the issuance of a permit for impacting wetlands at the BETP.

Fund Commitment: Not to exceed \$6,000 from strategic investments.

Committee Action Request: Recommend approval of CC Environment & Planning proposal.



CC Environment & Planning

Sheila S. Hess
Principal Ecologist/CEO

April 23, 2020

Genesee Gateway Local Development Corporation
Attn: Mark Masse
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: BETP Wetland Mitigation 2020 Monitoring and Contingency Contract

Dear Mark:

I am submitting the following proposal on behalf of CC Environment & Planning to provide management and monitoring services of the BETP Mitigation Site in the Town of Pembroke, Genesee County, NY. This Letter Agreement (hereinafter referred to as "Agreement") is a proposal for consulting services by CC Environment & Planning (hereinafter named as "Contractor") for Genesee County Economic Development Center (hereinafter referred to as "Client"). This Agreement shall commence upon signature. The services and terms of the Agreement between the Client and the Contractor are as follows:

Scope of Work/Deliverables

1. Treat invasive species as identified on the 2019 Monitoring Report including receipt of all necessary approvals from state and federal regulatory agencies. Deliverable: Documentation and summary of invasive species treatment and locations.
2. Complete mitigation monitoring as required by the current mitigation plan for 2020. Deliverable: Submittal of an annual monitoring report for 2020.

Fees/Schedule

The Contractor proposes to provide the scope of services and associated deliverables for a lump sum fee of \$ not to exceed cost of \$6,000. Project activities will commence immediately upon receipt of a signed contract. Invoices will be sent monthly based on project completeness.

Conditions

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

ASSUMPTIONS

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

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

ACCEPTANCE

If this proposal meets with your approval, please countersign below and return one copy for our records. If you have any questions, please contact me. We appreciate the opportunity to provide you with these services.

Sincerely,



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

AUTHORIZATION

CC Environment & Planning is hereby authorized to proceed with the services described herein in accordance with the terms and conditions proposed herein.

Genesee Local Development Corporation

Date

Approval of service agreement for fire alarm and sprinkler system

Discussion: The GGLDC has an agreement with Great Lakes Building Systems, Inc. to take care of servicing the fire alarm system and the sprinkler system in the MedTech Centre. In 2019, the GGLDC board approved the Gold Package for the alarm system and the Bronze package for the sprinkler system. This contract is up for renewal in 2020 with no increase in cost. This item was included in the 2020 budget.

Fund Commitment: \$5,685.

Board Action Request: Approval of payment of \$5,685 for the Gold package for the alarm system and the Bronze package for the sprinkler system.

MAIN OFFICE
 116 Gruner Road
 Buffalo, New York 14227
 Tel. (716)892-5253
 Fax (716)892-5855
 www.glbs-inc.com



ROCHESTER OFFICE
 333 Metro Park
 Suite S102
 Rochester, New York 14623
 Tel. (585)235-LAKE
 Toll Free (800)863-6732

Contract Billing to Cover the Dates 5/1/20-4/30/21

GCEDC/ Medtech
 99 Medtech Dr.
 Batavia, NY 14020

Subject: Life Protection Service Agreement for: GCEDC/ Medtech, 99 Medtech Dr Batavia NY

Life Protection Professional:

Life Protection systems are designed to provide early warning for your building occupants. Great Lakes Building Systems, Inc., (GLBS) inspection and maintenance procedures are designed to ensure that your life protection systems operate as they were originally designed while significantly minimizing false alarms and business interruptions.

Our factory trained, NICET certified and licensed technicians provide inspections and testing to help maintain your system at peak performance, and meet NFPA and State and Local codes.

Our life protection service agreements offer our customers with the level of protection they require, allowing you to pay for only the services you need. GLBS will use its vast distributor network and over 30 years of experience to not only inspect but to manage your life protection systems.

Services Provided

Fire Alarm and Detection System

- ▶ One 100% Annual inspection of the Fire Alarm System including: all accessible peripheral devices, control panel functionality and confirming of signal transmission to control panel
- ▶ Testing performed in compliance with current NFPA and NYS building codes and the AHJ
- ▶ Computer generated inspection reports with detailed listing of any discrepancies and applicable codes
- ▶ Preferred Customer Service Rate of \$110.00/hr straight time and \$165.00/hr Overtime
- ▶ Cleaning of all smoke detectors as required by NFPA 72 and manufacturers procedures
- ▶ Emergency Service labor trouble calls from 8am-5pm Monday thru Friday excluding holidays. Limited to three calls per year.
- ▶ Replacement of any failed Smoke Detector, Heat Detector, Manual Pull Station and Audio Visual Device due to normal wear. Limited to a maximum of 25 devices per year.
- ▶ No charge Premium Emergency Service Labor 24 hours a day 7 days a week
- ▶ No Charge Replacement Control Panel Components
- ▶ Automated Scheduling with electronic storage of inspection reports
- ▶ Minor Programming changes to include device descriptor updates*
- ▶ No charge software updates to any Notifier, Fike, Silent Knight, Bosch, Firelite or Honeywell Control Panel
- ▶ 24/7 Central Station Monitoring (compatible equipment may cost extra)

Replacement batteries are not included in any service. Silver service plan only include peripheral devices, control panels will cost extra. Silver and Gold parts replacement are based on availability and do not cover manufacturer discontinued items. *Programming of proprietary systems other than Notifier, Fike, Silent Knight, Bosch, Firelite and Honeywell are excluded.

| | Bronze (B) | Silver (S) | Gold (G) |
|--|------------|------------|----------|
| | X | X | X |
| | X | X | X |
| | X | X | X |
| | X | X | X |
| | | X | X |
| | | X | X |
| | | | X |
| | | | X |
| | X | X | X |
| | | | X |
| | | | X |

| | |
|--------|-------------------|
| Bronze | \$1,760.00 |
| Silver | \$2,825.00 |
| Gold | \$4,775.00 |

4.6



Fire/Security Systems Integrators



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 Page 1 of 2
 price as list
 \$5,685/1000

Choose the additional services that you require by checking the appropriate boxes.

24 Hour Central Station Monitoring

- 24 Hour Central Station Monitoring by our UL listed Central Station
- Web Access to Monitoring Signals via Computer or Smartphone
- Ability to Place on Test through Toll-Free Number or Directly via Computer or Smartphone

| | |
|------------------|-----------------|
| Cost Per Account | \$285.00 |
|------------------|-----------------|

SMU/ACCESS CONTROL SYSTEM- WIN-PAK XE

- Honeywell Win-Pak Software Maintenance Upgrade License (SMU)
- Preferred Service Rate per New York State OGS of \$120.00/hr straight time and \$185.00/hr Overtime
- Priority integrator technical support during regular business hours
- Upgrade Firmware

| | |
|------|-----------------|
| Cost | \$625.00 |
|------|-----------------|

To choose the level or service you require below by initialing the appropriate box:

Bronze Silver Gold

Initial Here

GLBS reserves the right to reissue or change the pricing on this agreement if after the first inspection we find that the system has not been properly maintained per manufacture's recommendations.

Initial Here

This Service Agreement shall be effective for a term of 12 months commencing on the date of acceptance.

Initial Here

Payment of this Agreement is due after acceptance. **Sales Tax is not included, an invoice will be mailed under a separate cover.**

Initial Here

This Agreement will not take effect until payment has been received in full.

Customer Responsibilities

- Provide free access to Great Lakes Building Systems technicians upon their arrival to equipment requiring testing. If access is not available and a second trip is required to test equipment, customer agrees to pay for an additional service call at the prevailing rate.
- Provide necessary equipment required to reach inaccessible devices. This equipment may include a ladder, lift, or staging material that is in good sound and safe condition.
- Maintain a safe electrical service.
- Provide GLBS with a minimum of 24-hour notice if facility is unable to keep scheduled service date.

During this contract period, it is understood that Great Lakes Building Systems, Inc. is **not** a personal injury or property insurer. Any insurance required or desired by the customer shall be obtained and paid for by the customer. Additionally, the customer agrees to not hold Great Lakes Building Systems, Inc. liable for any losses or damages, irrespective of origin, to person or property whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions by Great Lakes Building Systems, Inc. or its agents or employees. The customer further agrees to waive or release any rights of recovery against Great Lakes Building Systems, Inc. that it may have hereunder. In the event that Great Lakes Building Systems, Inc. becomes liable for any losses or damages attributed to the failure of the system or services to the system in any respect, it's total liability to the customer shall not exceed the total amount of this contract.

Exclusions:

Great Lakes Building Systems, Inc. shall not be held liable for services that are interrupted by labor strikes, loss of power or communications, vandalism, riots, wars, acts of nature, flooding or acts of God.

Great Lakes Building Systems shall not be responsible for repairs to equipment due to misuse or use for other than its design function, improper ventilation or cooling, improper wiring, acts of nature, acts of God, work or service to alarm system as provided by other than Great lakes Building Systems, Inc. authorized personnel.

Great Lakes Building Systems, Inc. shall not be held responsible for installing new or replacing existing wiring that is required for proper alarm system operation.

Agreement Acceptance:

The customer hereby accepts this Life Safety Agreement and Great Lakes Building Systems, Inc. agree to provide the services explained in this Agreement as indicated by the signatures below. Acceptance by both parties is based on the conditions and prices identified within this Agreement. No changes of terms or conditions shall be deemed enforceable or binding by Great Lakes Building Systems, Inc. unless delivered in writing and signed by an authorized representative of Great Lakes Building Systems, Inc

Approved and Accepted by:
Great Lakes Building Systems, Inc.

Approved and Accepted by:

By: Jennifer Glica

By: _____

Title: Service Sales

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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