

Orleans Land Restoration Corporation

121 North Main Street
Albion, NY 14411

(585) 589-7060

OLRC Board Meeting Agenda

Friday August 11, 2023 at 9:00 AM

Updated: 08/07/23

This meeting will be held at the offices of 121 North Main St, FL 2, Albion, NY 14411.

- **Roll Call** – Calling of Board members, announcement as to whether a quorum is present
- **Approval of the previous Board Meeting Minutes**
 - **July 14, 2023 Meeting Minutes-(Electronic) – Motion**
- **Financials**
 - *Consider the OLRC Monthly Financials – Motion*
- **Legal**
- **Operations Report**
 - Facilities/Sites
- **Old Business**
- **New Business**
 - *Consideration for the approval of the Grant Agreement with the Village of Medina on project with Takeform – Motion*
 - *Consider resolution authorizing the OLRC to enter into a grant agreement with the County of Orleans to fund a loan to Freeze-Dry Foods LLC, to execute and deliver loan documents and take such other actions as necessary to facilitate the grant, the loan and the expansion of Freeze Dry Foods LLC - Motion*
- **Executive Session – If Required – Motion (Including invitees)**
 - *Action on any matters from executive session – Motion*
- **Motion to adjourn**



KeyBank
 P.O. Box 93885
 Cleveland, OH 44101-5885

Corporate Banking Statement
July 31, 2023
 page 1 of 3

852359047

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 ORLEANS LAND RESTORATION CORPORATION
 121 N MAIN ST FL 2
 ALBION NY 14411-1237

Questions or comments?
 Call 1-800-821-2829

OLRC

Commercial Transaction 852359047
 ORLEANS LAND RESTORATION CORPORATION

Beginning balance 6-30-23	\$26,910.35
7 Additions	+29,117.65
10 Subtractions	-14,807.00
Net fees and charges	-20.25
Ending balance 7-31-23	\$41,200.75

Additions

Deposits	Date	Serial #	Source	
	7-3		Deposit Branch 0290 New York	\$5,258.33
	7-3		Deposit Branch 0290 New York	2,674.66
	7-3		Deposit Branch 0290 New York	2,176.57
	7-5		Deposit Branch 0290 New York	8,898.53
	7-31		Deposit Branch 0290 New York	5,258.33
	7-31		Deposit Branch 0290 New York	2,674.66
	7-31		Deposit Branch 0290 New York	2,176.57
			Total additions	\$29,117.65

Subtractions

Paper Checks * check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
1039	7-3	\$616.40	1043	7-7	480.00	1046	7-20	25.00
1040	7-10	4,000.00	1044	7-20	61.80	1047	7-24	5,000.00
1041	7-3	4,000.00	1045	7-20	25.00	1048	7-31	463.80
1042	7-7	135.00						

Paper Checks Paid \$14,807.00

Reconciled
 8/2/23
 Matt Holland



KeyBank
 P.O. Box 93885
 Cleveland, OH 44101-5885

Business Banking Statement
July 31, 2023
 page 1 of 3

329681253194

13 T 908 00000 R EM AO
 ORLEANS LAND RESTORATION CORP
 GAIN - ACCOUNT
 121 N. MAIN STREET - FLOOR 2
 ALBION NY 14411-1237

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KeyBank Business Interest Checking 329681253194
 ORLEANS LAND RESTORATION CORP
 GAIN - ACCOUNT

Beginning balance 6-30-23	\$172,342.10
1 Addition	+1,752.08
Interest paid	+1.47
Ending balance 7-31-23	\$174,095.65

Additions

<i>Deposits</i>	<i>Date</i>	<i>Serial #</i>	<i>Source</i>	
	7-17		Deposit Branch 0290 New York	\$1,752.08
Total additions				\$1,752.08

Interest earned

Annual percentage yield (APY) earned	0.01%
Number of days this statement period	31
Interest paid 7-31-23	\$1.47
Interest earned this statement period	\$1.47
Interest paid year-to-date	\$9.79

*Reconciled
 8/2/23
 Matt Holland*

Orleans Land Restoration Corporation

Balance Sheet Prev Year Comparison

As of July 31, 2023

	Jul 31, 23	Jul 31, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
200 - Cash Account				
200.001 - OLCR Checking Acc Non Interest	43,875.41	53,977.74	-10,102.33	-18.7%
200.004 - OLCR GAIN Interest Bearing	175,847.73	152,131.70	23,716.03	15.6%
200.006 - OCR Holding Acct	0.00	275,000.00	-275,000.00	-100.0%
Total 200 - Cash Account	219,723.14	481,109.44	-261,386.30	-54.3%
Total Checking/Savings	219,723.14	481,109.44	-261,386.30	-54.3%
Accounts Receivable				
1200 - Accounts Receivable	-10,109.56	0.00	-10,109.56	-100.0%
Total Accounts Receivable	-10,109.56	0.00	-10,109.56	-100.0%
Other Current Assets				
Loan Principal-Current				
ARG Services of WNY Inc.	-17,258.41	12,121.35	-29,379.76	-242.4%
LynOak Farms Inc.	-11,569.88	8,223.00	-19,792.88	-240.7%
MJZ Restaurant Group/Zambistro	27,391.84	0.00	27,391.84	100.0%
Quorum-Takeform	-14,730.55	10,345.67	-25,076.22	-242.4%
Quorum-Takeform#2	-35,721.55	25,261.66	-60,983.21	-241.4%
Quorum Group LLC	150,000.00	150,000.00	0.00	0.0%
Velociti	227,596.50	0.00	227,596.50	100.0%
Total Loan Principal-Current	325,707.95	205,951.68	119,756.27	58.2%
Total Other Current Assets	325,707.95	205,951.68	119,756.27	58.2%
Total Current Assets	535,321.53	687,061.12	-151,739.59	-22.1%
Fixed Assets				
Accum Depreciation	-4,675.00	-4,675.00	0.00	0.0%
Equipment	4,675.00	4,675.00	0.00	0.0%
Holley Business Park				
Land	319,622.09	319,622.09	0.00	0.0%
OLRC 3959 Bates Road	83,966.00	83,966.00	0.00	0.0%
Land - Other	172,336.26	172,336.26	0.00	0.0%
Total Land	256,302.26	256,302.26	0.00	0.0%
Medina Business Park				
MBP Sewer System	160,116.29	160,116.29	0.00	0.0%
SS Interagency Installment	11,034.86	11,034.86	0.00	0.0%
Medina Business Park - Other	87,245.63	87,245.63	0.00	0.0%
Total Medina Business Park	258,396.78	258,396.78	0.00	0.0%
Total Fixed Assets	834,321.13	834,321.13	0.00	0.0%

Orleans Land Restoration Corporation Balance Sheet Prev Year Comparison As of July 31, 2023

	Jul 31, 23	Jul 31, 22	\$ Change	% Change
Other Assets				
Contingent Deferred Loans				
MJZ Restaurant Group/Zambistro	39,000.00	22,320.64	16,679.36	74.7%
Quorum-Takeform#2 5/30/19	-300,000.00	-300,000.00	0.00	0.0%
Quorum Group LLC 2/1/2019	-150,000.00	-150,000.00	0.00	0.0%
Velocitii 12/07/2022	-275,000.00	0.00	-275,000.00	-100.0%
Total Contingent Deferred Loans	-686,000.00	-427,679.36	-258,320.64	-60.4%
Deposit for Land Option	45,000.00	45,000.00	0.00	0.0%
Due from OEDA	132,838.96	132,838.96	0.00	0.0%
Loan Receivable-Non Current				
ARG SERVICES of WNY Inc.	81,741.02	81,741.02	0.00	0.0%
LynOaken Farms Inc.	124,039.39	124,039.39	0.00	0.0%
Quorum-Takeform	31,924.24	31,924.24	0.00	0.0%
Quorum-Takeform #2	108,425.96	108,425.96	0.00	0.0%
Total Loan Receivable-Non Current	346,130.61	346,130.61	0.00	0.0%
Quorum Group LLC	300,000.00	300,000.00	0.00	0.0%
Total Other Assets	137,969.57	396,290.21	-258,320.64	-65.2%
TOTAL ASSETS	1,507,612.23	1,917,672.46	-410,060.23	-21.4%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
Kepler Site - C/P	10,000.00	10,000.00	0.00	0.0%
Kepler Site Loan Payable	-11,500.00	-5,000.00	-6,500.00	-130.0%
Kepler Site Loan Payable - Cur	-5,000.00	-5,000.00	0.00	0.0%
Mortgage Payable-Current	40,813.00	40,813.00	0.00	0.0%
Repay to OEDA/ORLF/OLRC	81,685.04	81,685.04	0.00	0.0%
Total Other Current Liabilities	115,998.04	122,498.04	-6,500.00	-5.3%
Total Current Liabilities	115,998.04	122,498.04	-6,500.00	-5.3%
Long Term Liabilities				
Current Portion-Contra Account	-40,813.00	-40,813.00	0.00	0.0%
Mortgage Loan-Cardone Trust	-0.17	-0.17	0.00	0.0%
Total Long Term Liabilities	-40,813.17	-40,813.17	0.00	0.0%
Total Liabilities	75,184.87	81,684.87	-6,500.00	-8.0%

Orleans Land Restoration Corporation
Balance Sheet Prev Year Comparison
 As of July 31, 2023

	Jul 31, 23	Jul 31, 22	\$ Change	% Change
Equity				
1110 · Retained Earnings	1,377,706.76	1,451,629.82	-73,923.06	-5.1%
1120 · Transfer to IDA	226,395.79	226,395.79	0.00	0.0%
Net Income	-171,675.19	157,961.98	-329,637.17	-208.7%
Total Equity	<u>1,432,427.36</u>	<u>1,835,987.59</u>	<u>-403,560.23</u>	<u>-22.0%</u>
TOTAL LIABILITIES & EQUITY	<u>1,507,612.23</u>	<u>1,917,672.46</u>	<u>-410,060.23</u>	<u>-21.4%</u>

Orleans Land Restoration Corporation Profit & Loss Budget Performance July 2023

	Jul 23	Budget	Jan - Jul 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
OLRC Interest Income			461.41		
MJZ Restaurant Group LLC	59.29		9,738.77		
OLRC Interest Income - Other	1,388.29				
Total OLRC Interest Income	<u>1,447.58</u>		<u>10,200.18</u>		
Total Income	1,447.58		10,200.18		
Expense					
4191 · Special District Taxes	0.00		99.95		
6200 · Interest Expense					
6210 · Finance Charge	20.25		116.58		
Total 6200 · Interest Expense	<u>20.25</u>		<u>116.58</u>		
6270 · Professional Fees					
6280 · Legal Fees	463.80		4,894.00		
6650 · Accounting	50.00		175.00		
6655 · Consulting	0.00		25,550.39		
6270 · Professional Fees - Other	5,676.80		23,356.14		
Total 6270 · Professional Fees	<u>6,190.60</u>		<u>53,975.53</u>		
6770 · Supplies					
6780 · Marketing	0.00		2,693.10		
Total 6770 · Supplies	<u>0.00</u>		<u>2,693.10</u>		
Total Expense	6,210.85		56,885.16		
Net Ordinary Income	-4,763.27		-46,684.98		
Other Income/Expense					
Other Income					
7010 · Interest Income	1.47		9.79		
Total Other Income	<u>1.47</u>		<u>9.79</u>		
Other Expense					
8012 · Transfer to related party	0.00		125,000.00		
Total Other Expense	<u>0.00</u>		<u>125,000.00</u>		
Net Other Income	1.47		-124,990.21		
Net Income	<u>-4,761.80</u>		<u>-171,675.19</u>		

Orleans Land Restoration Corporation Transaction Detail by Account July 2023

9:11 AM
08/02/23
Accrual Basis

Type	Date	Name	Memo	Split	Amount	Balance
Jul 23						
Invoice	07/01/2023	ARG Services of WNY I...		-SPLIT-	2,674.66	2,674.66
Invoice	07/01/2023	ARG Services of WNY I...	Monthly Principle Payment	1200 · Accounts R...	-2,486.31	188.35
Invoice	07/01/2023	ARG Services of WNY I...	Interest due on this payment	1200 · Accounts R...	-188.35	0.00
Invoice	07/01/2023	Quorum-Takeform		-SPLIT-	2,176.57	2,176.57
Invoice	07/01/2023	Quorum-Takeform	Monthly Principle Payment	1200 · Accounts R...	-2,122.16	54.41
Invoice	07/01/2023	Quorum-Takeform	Interest due on this payment	1200 · Accounts R...	-54.41	0.00
Invoice	07/01/2023	Quorum-Takeform 2		-SPLIT-	5,258.33	5,258.33
Invoice	07/01/2023	Quorum-Takeform 2	Monthly Principle Payment	1200 · Accounts R...	-5,128.61	129.72
Invoice	07/01/2023	Quorum-Takeform 2	Interest due on this payment	1200 · Accounts R...	-129.72	0.00
Invoice	07/01/2023	LynOaken Farms Inc		-SPLIT-	1,752.08	1,752.08
Invoice	07/01/2023	LynOaken Farms Inc	Monthly Principle Payment	1200 · Accounts R...	-1,656.97	95.11
Invoice	07/01/2023	LynOaken Farms Inc	Interest due on this payment	1200 · Accounts R...	-95.11	0.00
Invoice	07/01/2023	MJZ Restaurant Group L...		-SPLIT-	1,125.59	1,125.59
Invoice	07/01/2023	MJZ Restaurant Group L...	MJZ Restaurant Group LLC Principle P...	1200 · Accounts R...	-1,066.30	59.29
Invoice	07/01/2023	MJZ Restaurant Group L...	Interest due on this payment	1200 · Accounts R...	-59.29	0.00
Invoice	07/01/2023	Velocitti		-SPLIT-	8,898.53	8,898.53
Invoice	07/01/2023	Velocitti	Monthly Principle Payment	1200 · Accounts R...	-7,977.83	920.70
Invoice	07/01/2023	Velocitti	Interest due on this payment	1200 · Accounts R...	-920.70	0.00
Paym...	07/03/2023	Quorum-Takeform 2		1200 · Accounts R...	5,258.33	5,258.33
Paym...	07/03/2023	Quorum-Takeform 2		200.001 · OLCRC C...	-5,258.33	0.00
Paym...	07/03/2023	Quorum-Takeform		1200 · Accounts R...	2,176.57	2,176.57
Paym...	07/03/2023	Quorum-Takeform		200.001 · OLCRC C...	-2,176.57	0.00
Paym...	07/03/2023	ARG Services of WNY I...	OLRC Loan Payment for July	1200 · Accounts R...	2,674.66	2,674.66
Paym...	07/03/2023	ARG Services of WNY I...	OLRC Loan Payment for July	200.001 · OLCRC C...	-2,674.66	0.00
Check	07/05/2023	BME Associates	Invoice #13280 Professional Fee	6270 · Professiona...	-135.00	-135.00
Check	07/05/2023	BME Associates	Invoice #13280 Professional Fee	200.001 · OLCRC C...	135.00	0.00
Check	07/05/2023	BME Associates	Invoice # 13281 Professional Fees	6270 · Professiona...	-480.00	-480.00
Check	07/05/2023	BME Associates	Invoice # 13281 Professional Fees	200.001 · OLCRC C...	480.00	0.00
Paym...	07/05/2023	Velocitti	OLRC Loan Payment for July 2023	1200 · Accounts R...	8,898.53	8,898.53
Paym...	07/05/2023	Velocitti	OLRC Loan Payment for July 2023	200.001 · OLCRC C...	-8,898.53	0.00
Check	07/12/2023	Houseman's Landscapin...	For Bates rd and Maple ridge rd mo...	6270 · Professiona...	-61.80	-61.80
Check	07/12/2023	Houseman's Landscapin...	For Bates rd and Maple ridge rd mowin...	200.001 · OLCRC C...	61.80	0.00
Check	07/12/2023	Roush C.P.A. PC	Accounting services for the month of Ap...	6650 · Accounting	-25.00	-25.00
Check	07/12/2023	OEDA	Accounting services for the month of Ap...	200.001 · OLCRC C...	25.00	0.00
Check	07/12/2023	Roush C.P.A. PC	Accounting services for the month of Ju...	6650 · Accounting	-25.00	-25.00
Check	07/12/2023	OEDA	Accounting services for the month of Ju...	200.001 · OLCRC C...	25.00	0.00
Paym...	07/17/2023	LynOaken Farms Inc	OLRC GAIN Pmt for July 2023	1200 · Accounts R...	1,752.08	1,752.08
Paym...	07/17/2023	LynOaken Farms Inc	OLRC GAIN Pmt for July 2023	200.004 · OLCRC G...	-1,752.08	0.00
Check	07/19/2023	GRE Foundation Inc	INV-52527 Investment Support for 2023	6270 · Professiona...	-5,000.00	-5,000.00
Check	07/19/2023	OEDA	INV-52527 Investment Support for 2023	200.001 · OLCRC C...	5,000.00	0.00
Check	07/26/2023	Hurwitz Fine P. C.	Invoice #2046699 for legal services ...	6280 · Legal Fees	-463.80	-463.80
Check	07/26/2023	OEDA	Invoice #2046699 for legal services re...	200.001 · OLCRC C...	463.80	0.00
Paym...	07/31/2023	Quorum-Takeform	OLRC payment for Takeform August 20...	1200 · Accounts R...	2,176.57	2,176.57
Paym...	07/31/2023	Quorum-Takeform	OLRC payment for Takeform August 20...	200.001 · OLCRC C...	-2,176.57	0.00
Paym...	07/31/2023	Quorum-Takeform 2	OLRC loan payment for 2023	1200 · Accounts R...	5,258.33	5,258.33
Paym...	07/31/2023	Quorum-Takeform 2	OLRC loan payment for 2023	200.001 · OLCRC C...	-5,258.33	0.00
Paym...	07/31/2023	ARG Services of WNY I...	OLRC loan payment for 2023	1200 · Accounts R...	2,674.66	2,674.66
Paym...	07/31/2023	ARG Services of WNY I...	OLRC loan payment 2023	200.001 · OLCRC C...	-2,674.66	0.00

9:11 AM

08/02/23

Accrual Basis

Orleans Land Restoration Corporation

Transaction Detail by Account

July 2023

Type	Date	Name	Memo	Split	Amount	Balance
Check	07/31/2023		Service Charge	6210 · Finance Ch...	-20.25	-20.25
Check	07/31/2023		Service Charge	200.001 · OLR C...	20.25	0.00
Deposit	07/31/2023		Interest	7010 · Interest Inc...	1.47	1.47
Deposit	07/31/2023		Interest	200.004 · OLR C G...	-1.47	0.00
Jul 23					0.00	0.00

GRANT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2023 by and between the Village of Medina, 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 119 Park Avenue, Medina, New York 14103, and hereinafter called "Village", and the Orleans Land Restoration Corporation, a New York not-for-profit corporation having its principal offices at 121 Main Street, Albion, New York 14411, and hereinafter called "Corporation",

WITNESSETH THAT:

WHEREAS, the Village has received Federal grant assistance in the amount of Four Hundred Sixty-Five Thousand Dollars (\$465,000.00), 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 #719ED522-23) for the purpose of providing financing to assist Quorum Group, LLC, doing business as Takeform (the "Company") in the acquisition and implementation of a new Enterprise Resource Planning (ERP) system to improve operations at its facility within the Village (the "Project"); 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 Village, 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 Village's grant application to OCR dated November 29, 2022 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 #719SB973-21-21 between the Village and HTFC.

"Company" means Quorum Group, LLC, a New York limited liability company doing business as Takeform.

"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 Village by HTFC as represented by OCR and as evidenced by Grant Agreement #719ED522-23 between the Village and HTFC dated January 26, 2023 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 acquisition and implementation of a new Enterprise Resource Planning (ERP) system to improve operations at its facility at 11601 Maple Ridge Road in the Village of Medina, New York.

Section 2. Statement of Work

2.1 Corporation shall make its best efforts to implement the Project by receiving from the Village and using OCR Grant funds in the amount of Four Hundred Forty-Nine Thousand dollars (\$449,000) 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 Village 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 Village 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. It is acknowledged that Corporation will use staff of the County of Orleans Industrial Development Agency ("COIDA") and consultants retained by COIDA in accomplishing the Statement of Work under this Agreement. 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 Village shall provide a grant of CDBG Funds to Corporation in an amount not to exceed Four Hundred Sixty-Five Thousand dollars (\$465,000.00) 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 Village to draw CDBG Funds from OCR for the purpose of disbursing loan funds to the Company. The Village shall be responsible for effecting any such draws of CDBG Funds in a timely manner upon requisition by Corporation. The Village 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 Village to Corporation for the purpose of disbursing the loan to the Company shall not exceed the sum of Four Hundred Forty-Nine Thousand dollars (\$449,000.00).

3.2 Corporation may, at any time, requisition the Village 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 Village 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 Village including, but not limited to the CDBG-eligible portion of costs associated with any audits required pursuant to the OCR Grant, may, at the Village'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 Village 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. 3145). 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. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), 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. 3141-3148). All construction contracts of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"), 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. 3701-3708). All construction contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR part 5), requiring each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours and allowing work in excess of the standard work week provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous on federal and federally financed and assisted construction projects. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u), as amended, and its associated regulations (24 CFR Part 75). All contracts subject to Section 3 shall include such provisions as are required under 24 CFR Part 75.

5.8 Anti-Job Pirating 24 CFR 570.482 (h). 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 Village directs, Corporation shall submit to the Village any statements, records, reports, data and information required by OCR or the Village 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 Village may deem necessary, Corporation shall make available to the Village or its agents all of its records with respect to matters covered by this Agreement, and Corporation shall permit the Village 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 Village 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 Village.

Section 10. Additional Provisions of Law to be Complied With

10.1 Corporation and the Village 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 Village 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 Village, 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 Village 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 Village and Corporation.

Section 14. Notices

14.1 Any action, notice, or request taken, given, or made by the Supervisor of the Village (or such other person or persons as the Village 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: Orleans Land Restoration Corporation, 121 North Main Street, Albion, New York 14411 or delivered personally to Corporation. Any action, notice, or request taken, given, or made by the Chief Executive Officer of the Corporation (or such other person or persons as Corporation may, by written notice to the Village, designate for such purpose) to the Village hereunder shall be deemed to be duly and properly given or made if mailed, postage prepaid, to: Office of the Mayor, Village of Medina, 119 Park Avenue, Medina, New York 14103 or delivered personally to the Village.

Section 15. Term of Agreement

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

15.2 The Village 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 Village 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 Village upon Corporation's failure to make a loan or deferred loan to the Company consistent with Section 2.1 of this Agreement by November 1, 2024. Such termination shall be effected by written notification to Corporation by the Village 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 Village to pay to OCR or to HTFC, or to reimburse to the Village'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 Village shall have the right to receive from Corporation, and Corporation shall have the obligation to pay to the Village, the lesser of (a) a sum equal to the amount the Village is required by the OCR finding to pay to OCR or reimburse to the Village's CDBG account, or (b) the amount of CDBG Funds disbursed to Corporation by the Village pursuant to this Agreement. The Village 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 Village 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 Village 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 Village 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 Village 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 Village 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.

VILLAGE OF MEDINA, NEW YORK

By: _____
Michael Sidari, Mayor

ORLEANS LAND RESTORATION CORPORATION

By: _____
Michael Dobell, CEO/CFO

ACKNOWLEDGMENT OF SIGNATORY(IES)

State of New York)
)ss
County of Orleans)

On the day of in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Sidari, 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 Orleans)

On the day of in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Dobell, 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

RESOLUTIONS OF THE BOARD OF DIRECTORS OF ORLEANS LAND RESTORATION CORPORATION AUTHORIZING THE ORLEANS LAND RESTORATION CORPORATION TO ENTER INTO A GRANT AGREEMENT WITH THE COUNTY OF ORLEANS TO FUND A LOAN TO FREEZE-DRY FOODS LLC d/b/a THRIVE FOODS, TO EXECUTE AND DELIVER LOAN DOCUMENTS AND TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY TO FACILITATE THE GRANT, THE LOAN AND THE EXPANSION OF FREEZE-DRY FOODS LLC d/b/a THRIVE FOODS FACILITIES WITHIN ORLEANS COUNTY

WHEREAS, the County of Orleans ("County") has received Federal grant assistance in the amount of Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) (the "Grant") from the New York State Housing Trust Fund Corporation represented by the New York State Office of Community Renewal ("OCR") through the Community Development Block Grant ("CDBG") Program (OCR Grant #857ED533-23) for the purpose of providing financing to assist Freeze-Dry Foods LLC d/b/a Thrive Foods (the "Company") in upgrading machinery and equipment and expanding operations at its production facility located at 111 West Avenue in the Village of Albion (the "Project"), which Project is more particularly described in the application submitted by the County to OCR dated on or about April 6, 2023 (the "Application"); and

WHEREAS, it has been proposed that the County enter into a grant agreement with the Orleans Land Restoration Corporation (the "Corporation") pursuant to which the County would provide an amount not to exceed \$675,000.00 from the Grant proceeds to the Corporation, \$659,000.00 of which would be used to fund a \$329,500.00 term loan to the Company and a \$329,500.00 deferred loan to the Company (collectively, the "Loan"), the proceeds of which Loan would be used to purchase furnishings, fixtures and equipment and finance working capital expenses for the Project, and the balance of which Grant (in an amount up to \$16,000.00) would be available to pay program delivery and administrative costs; and

WHEREAS, the Loan will facilitate the equipping of the Project, which will result in the creation of four new full-time equivalent jobs, all of which will provide training and will be available to low- and moderate-income persons, and will result in other economic benefits; and

WHEREAS, the 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 Act of 1974, as amended (42 U.S.C. §5305).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Orleans Land Restoration Corporation as follows:

Section 1: The Corporation is hereby authorized to negotiate and sign a grant agreement and other appropriate documents with the County and to receive funds from the County in an amount up to \$675,000.00 in the form of a grant to be used to fund the Loan in an aggregate amount up to \$659,000.00 to the Company and to pay program

delivery and administrative costs, all in accordance with the Grant and the Application, and to provide administrative and reporting services in connection with the Grant.

Section 2: The Corporation is authorized to enter into a Loan Agreement with the Company and other appropriate agreements, which will provide for the Loan of a portion of the Grant proceeds to the Company and the completion of the Project by the Company in accordance with the Grant and the Application, and the Corporation is authorized to accept notes, security agreements, a guaranty and such other documents as the Corporation's officers and counsel shall deem necessary or appropriate to evidence or secure the Company's obligations with respect to the Loan and the Project, all as contemplated by the Application.

Section 3: The Corporation is authorized to enter into agreements with the County of Orleans Industrial Development Agency or others with respect to the provision of administrative services and monitoring of the Grant and the Loan.

Section 4: The Chairman, Vice Chairman, Treasurer, Secretary, any Assistant Secretary or Assistant Treasurer and the CEO/CFO are each individually authorized to execute all necessary documents to effectuate the Corporation's participation in the Grant and the Loan transaction, the advance of the Loan proceeds to the Company, and the administration of the Grant and Loan, all as contemplated by these Resolutions, on such terms and conditions as may be approved by the officer executing the same.

Section 5: These Resolutions shall take effect immediately.

The above resolution was moved for adoption by _____ and seconded by _____.

ROLL CALL VOTE:

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Abstain</u>
Carol D'Agostino	[]	[]	[]	[]
Craig Tuohey	[]	[]	[]	[]
Merle Draper	[]	[]	[]	[]
Jeff Martin	[]	[]	[]	[]
John Fitzak	[]	[]	[]	[]
John Misiti	[]	[]	[]	[]
Ed Urbanik	[]	[]	[]	[]

ADOPTED: August 11, 2023