



Meeting Agenda – Audit and Finance Committee
 Genesee County Economic Development Center
 Tuesday, September 29, 2020 – 8:30 a.m.
 Location: Electronically

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.	M. Gray	
	1a. Executive Session: Nothing at this time.	M. Gray	
2-5	2. Chairman's Report & Activities 2a. Agenda Additions / Other Business 2b. Minutes: September 1, 2020	M. Gray	Vote
	3. Discussions / Official Recommendations to the Board:		
6	3a. \$33M STAMP Grant Review YTD	L. Farrell	Discussion
7	3b. \$8M STAMP Grant Review YTD	L. Farrell	Discussion
8-10	3c. August 2020 Financial Statements	L. Farrell	Disc / Vote
	3d. Auditor Selection	L. Farrell	Discussion
	3e. Insurance Selection	L. Farrell	Discussion
11-12	3f. Land Lease Rates	M. Masse	Disc / Vote
13-23	3g. CPL Proposal for Apple Tree Acres Stormwater Pond	M. Masse	Disc / Vote
24-25	3h. CPL Conceptual Planning & Marketing Services	J. Krencik	Disc / Vote
	4. Adjournment	M. Gray	Vote



GCEDC Audit & Finance Committee Meeting

Tuesday, September 1, 2020

Locations: Electronically

8:30 a.m.

MINUTES

ATTENDANCE

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

1. CALL TO ORDER / ENTER PUBLIC SESSION

P. Zeliff called the meeting to order at 8:36 a.m. via conference call / video conference.

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

1a. Executive Session:

A. Young made a motion to enter executive session at 8:36 a.m. under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons, seconded by P. Battaglia and approved by all members present:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.
2. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
3. Discussions regarding proposed, pending or current litigation.

M. Gray joined the meeting at 9:04 a.m.

1b. Re-Enter Public Session – A. Young made a motion to enter back into public session at 9:13 a.m., seconded by P. Battaglia and approved by all members present.

2. CHAIRMAN’S REPORT & ACTIVITIES:

2a. Agenda Additions / Other Business –

P. Battaglia made a motion to add Agenda item 3d as Conflict Waiver Request for Apple Tree Acres Stormwater Pond; the motion was seconded by A. Young. Roll call resulted as follows:

P. Battaglia - Yes

2b

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M. Gray - Yes
A. Young - Yes
P. Zelif - Yes

The item was added to the agenda.

2b. Minutes: August 4, 2020

P. Zelif made a motion to approve the August 4, 2020 minutes; the motion was seconded by A. Young. Roll call resulted as follows:

P. Battaglia - Yes
M. Gray - Yes
A. Young - Yes
P. Zelif - Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:

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

- On the balance sheet, unrestricted cash increased by about the same amount as accounts receivable non-current decreased. We received the second to last payment from HP Hood of their termed-out project origination fee. There is one more payment to collect in 2021.
- Grants receivable decreased. We collected \$15,000 from National Grid, which covered 50% of the RIG Study contract.
- Most items on the balance sheet remain about the same as last month's balances.
- On the operating fund, we received two application fees, including Batavia Senior Living and YSG Solar.
- Most of the line items that were over budget early in the year are now starting to balance. Travel and Conferences and Meetings expenses are low due to current times and conditions caused by COVID.
- On the other funds, there is normal monthly activity.
- We submitted two GURFS, which accounted for about \$280,000 of ESD funds spent in July.

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

P. Battaglia - Yes
M. Gray - Yes
A. Young - Yes
P. Zelif - Yes

The item was approved as presented.

3b. 2021 GCEDC Budget – L. Farrell stated that the assumptions of the 2021 Budget were reviewed in detail at last month's Committee meeting. Since that review there have been only minor changes made

to the projected numbers. The budget numbers that changed under the 2021 budget column were the ESD grants "ins" and "outs," but there is no net change. These changes were made based on having more information on where we projected to be with the balance of those funds. Also, there is \$270 difference to the net profit and loss due to a minor change made.

In the Committee and Board packets, L. Farrell included a PowerPoint that summarizes the assumptions that were made in the 2021 Budget. There is also a cash projection in the Audit and Finance Committee packet that shows where we plan to be at the end of the year from a cash position. In operating reserves, we like to have at least \$500,000. We expect to have approximately \$1M in operating cash at the end of the year. These reserves include projects that are projected to close by year-end. It does not include other projects that we have classified as opportunities. It is a conservative approach.

There have been no questions about the budget received since the last meeting. The Committee is asked to recommend approval of the 2021 budget to the full Board.

P. Battaglia made a motion to recommend to the full Board the 2021 GCEDC Budget; the motion was seconded by A. Young. Roll call resulted as follows:

P. Battaglia - Yes
M. Gray - Yes
A. Young - Yes
P. Zelif - Yes

The item was approved as presented.

3c. Apple Tree Acres Stormwater Pond – A company at the Apple Tree Acres Corporate Business Park (ATA) is considering expanding their parking lot which would require the filling in of an existing stormwater retention pond. They have requested that a pond be constructed on property owned by the GCEDC. This pond would be constructed to handle the flow of stormwater from within the ATA as well as any potential development on the parcel owned by the GCEDC. The concept plan for the pond will leave enough acreage for a small retail operation to be able to build on that site. The construction items involved with the pond have been split between the GCEDC and the company to have an equitable share of the costs of the project in proportion to the amount of water that each party would discharge into the pond.

Any construction contracts would be bid out and brought forward to the Board at a later date.

P. Battaglia made a motion to recommend to the full Board authorization to execute the Memorandum of Understanding and the Indemnity Agreement for the stormwater pond at Apple Tree Acres; the motion was seconded by A. Young. Roll call resulted as follows:

P. Battaglia - Yes
M. Gray - Yes
A. Young - Yes
P. Zelif - Yes

The item was approved as presented.

3d. Conflict Waiver Request for Apple Tree Acres Stormwater Pond – M. Masse stated that once negotiations were completed, and the agreement was drafted between Liberty Pumps and the GCEDC it was sent to legal counsel for review. At that time, legal counsel stated that they do work for Liberty Pumps as well. Legal counsel has requested a conflict waiver approval to review the agreement.

P. Zeliff made a motion to recommend to the full Board approval of the conflict waiver request for Apple Tree Acres stormwater pond; the motion was seconded by A. Young. Roll call resulted as follows:

P. Battaglia - Yes
M. Gray - Yes
A. Young - Yes
P. Zeliff - Yes

The item was approved as presented.

4. ADJOURNMENT

As there was no further business, P. Battaglia made a motion to adjourn at 9:23 a.m., seconded by P. Zeliff and passed unanimously.

\$33M STAMP Grant Activity Review YTD

	Draws #1-13 GURFs #1-13	GURF #14	GURF #15	GURF #16	NYISO Refund Rec'd 6.26.19	GURF #17	GURF #18	GURF #19	GURF #20	GURF #21	GURF #22	GURF #23	GURF #24	GURF #25	GURF #26	GURF #27
Total Draw Amount:	\$ 4,899,065.32															
Total GURF Amount:	\$ 6,141,053.97	\$ 152,946.26	\$ 327,578.94	\$ 364,005.65	\$ (18,793.00)	\$ 183,031.47	\$ 123,638.96	\$ 122,263.51	\$ 218,737.45	\$ 31,764.00	\$ 9,310.23	\$ 9,725.00	\$ 38,603.00	\$ 192,851.54	\$ 554,934.10	\$ 8,528.56
Date of ESD request:		4/8/2019	5/9/2019	6/7/2019		7/15/2019	8/15/2019	9/26/2019	11/8/2019	1/16/2020	3/2/2020	4/29/2020	6/1/2020	6/23/2020	7/29/2020	9/14/2020
Date ESD funds were Approved:		4/12/2019	5/13/2019	6/17/2019		7/18/2019	8/28/2019	10/3/2019	11/26/2019	1/27/2020	3/4/2020	5/4/2020	6/11/2020	6/25/2020	8/3/2020	9/23/2020
Grant Amount:			\$ 33,000,000.00													
Cumulative Amount of Grant Funds Expended:			\$ (13,350,716.40)													
Request in Process:			\$ (8,528.56)													
Grant Balance Remaining:			<u>\$ 19,640,755.04</u>													

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\$8M STAMP Grant Activity Review YTD

	GURF #1	GURF #2	GURF #3	GURF #4	GURF #5	GURF #6	GURF #7	GURF #8
Total GURF Amount:	\$ 543,395.44	\$ 510,500.61	209,173.81	559,985.76	293,879.80	267,799.23	146,981.00	204,812.96
Date of ESD Request:	12/11/19	1/15/20	3/2/20	4/29/20	5/29/20	6/22/20	7/28/20	9/17/20
Date ESD Approved Release of Funds:	12/13/19	1/21/20	3/5/20	5/4/20	6/11/20	6/25/20	8/4/20	9/18/20

Grant Amount: \$ 8,000,000.00
 Cumulative Amount of Grant Funds Expended: \$ (2,531,715.65)
 Request In Process: \$ (204,812.96)
Grant Balance Remaining: \$ 5,263,471.39

Genesee County Economic Development Center
August 2020 Dashboard
Balance Sheet - Accrual Basis

[Per Audit]
12/31/19

	<u>8/31/20</u>	<u>7/31/20</u>	<u>12/31/19</u>
ASSETS:			
Cash - Unrestricted	\$ 1,927,575	\$ 1,948,230	\$ 1,409,323
Cash - Restricted (A)(1)	10,276,245	11,386,894	13,742,990
Cash - Reserved (B)	790,436	790,242	788,561
Cash - Subtotal	12,994,256	14,125,366	15,940,874
Grants Receivable (2)	50,850	51,106	386,091
Accts Receivable- Current (3)	343,416	311,760	397,089
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	4,183	4,876	33,355
Loans Receivable - Current	56,123	51,750	51,450
Total Current Assets	13,451,660	14,547,690	16,811,691
Land Held for Dev. & Resale (5)	15,246,417	14,544,757	13,886,275
Furniture, Fixtures & Equipment	67,982	67,982	67,982
Total Property, Plant & Equip.	15,314,399	14,612,739	13,954,257
Less Accumulated Depreciation	(67,962)	(67,956)	(67,917)
Net Property, Plant & Equip.	15,246,437	14,544,783	13,886,340
Accts Receivable- Non-current (6)	279,650	279,650	559,295
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	272,073	276,802	309,788
Other Assets	551,723	556,452	869,083
TOTAL ASSETS	29,249,820	29,648,925	31,567,114
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (12)	160,725	160,725	160,725
Deferred Outflows of Resources	160,725	160,725	160,725
LIABILITIES:			
Accounts Payable (7)	4,488	11,226	927,789
Loan Payable - Genesee County - Current (8)	290,000	290,000	285,000
Accrued Expenses (9)	40,808	32,642	12,608
Unearned Revenue (10)	8,237,966	8,940,184	10,408,563
Total Current Liabilities	8,573,262	9,274,052	11,633,960
Loans Payable - ESD (11)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (8)	3,425,000	3,425,000	3,715,000
Aggregate Net Pension Liability (12)	199,875	199,875	199,875
Total Noncurrent Liabilities	8,821,362	8,821,362	9,111,362
TOTAL LIABILITIES	17,394,624	18,095,414	20,745,322
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (12)	109,989	109,989	109,989
Deferred Inflows of Resources	109,989	109,989	109,989
NET ASSETS	\$ 11,905,932	\$ 11,604,247	\$ 10,872,528

Significant Events:

1. Restricted Cash - ESD deposited \$4M into an imprest account related to the \$8M STAMP grant in November 2019 and \$15.1M into an imprest account related to the \$33M STAMP grant in January 2018. Expenditures out of these accounts are pre-authorized by ESD. In May 2018, the County remitted \$4M to the GCEDC per a Water Supply Agreement, to be put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. These funds are being used to pay qualifying expenditures.
2. Grants Receivable - YTD decreased due to receipt of funds from National Grid as reimbursement for STAMP expenses.
3. Accounts Receivable (Current) - Econ. Dev. Program Support Grant; MedTech Centre Property Management; termed out Project Origination Fees from HP Hood to be collected in the next 12 months.
4. Prepaid Expense(s) - D&O insurance, life insurance, long-term and short-term disability.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Receivable - Non-current - Termed out Project Origination Fees from HP Hood that will not be collected within 12 months of the Balance Sheet date.
7. Accounts Payable - Park Strategies, e3communications expenses, Genesee County Dental and interest earned on imprest accounts that will be remitted to ESD.
8. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC will make annual payments to the County of \$448,500 beginning in January 2020.
9. Accrued Expenses - NYS Retirement to be paid in December 2020.
10. Unearned Revenue - Genesee County contribution received in advance; Interest received in advance; Funds received from municipalities to support park development; Funds received from National Fuel to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
11. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
12. Deferred Pension Outflows / Aggregate Net Pension Liability / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

(A) Restricted Cash = Municipal Funds, RLF #2 Funds, Grant Funds Received in Advance.

(B) Reserved Cash = RLF #1 Funds (defederalized).

**Genesee County Economic Development Center
August 2020 Dashboard
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2020	2020
	8/31/20	8/31/19	2020	2019	Board Approved Budget	YTD % of Budget
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 155,673	\$ 155,673	\$ 233,513	67%
Fees - Projects	45,562	1,250	180,341	209,312	392,000	46%
Fees - Services	6,707	6,687	53,656	53,496	80,483	67%
Interest Income on Loans	317	327	2,647	2,483	3,877	68%
Rent	200	3,110	7,321	11,762	23,995	31%
Common Area Fees - Parks	-	-	700	-	-	N/A
Grants (1)	701,660	6,500	2,655,691	1,338,458	26,022,377	10%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	200,000	200,000	300,000	67%
GCFC Grant - Econ. Dev. Program Support	-	-	50,000	-	50,000	100%
BP ² Revenue	-	-	177	735	2,698	7%
Other Revenue	-	52	6,994	5,489	5,000	140%
Total Operating Revenues	798,905	62,385	3,313,200	1,977,408	27,113,943	12%
<u>Operating Expenses</u>						
General & Admin	84,922	88,043	826,458	835,295	1,379,649	60%
Professional Services	4,352	1,626	28,435	47,851	96,000	30%
Site Maintenance/Repairs	901	2,925	3,720	8,377	17,000	22%
Property Taxes/Special District Fees	-	-	2,533	2,951	11,890	21%
PIF Expense	-	-	28,410	14,714	93,824	30%
CBA Pass Through	-	-	-	205,125	-	N/A
Site Development Expense	409,276	3,350	1,407,653	674,167	2,501,475	56%
Cost of Land Sales	-	-	-	950	-	N/A
Real Estate Development (2)	701,660	4,500	1,360,142	483,125	25,642,025	5%
Balance Sheet Absorption	(701,660)	(4,500)	(1,360,142)	(483,125)	-	N/A
Total Operating Expenses	499,451	95,944	2,297,209	1,789,430	29,741,863	0%
Operating Revenue (Expense)	299,454	(33,559)	1,015,991	187,978	(2,627,920)	
<u>Non-Operating Revenue (Expense)</u>						
Other Interest Income	2,231	9,506	17,413	29,104	5,000	0%
Econ. Dev. Loan Fund (LDC/County)	-	-	-	(233,764)	-	N/A
Total Non-Operating Revenue (Expense)	2,231	9,506	17,413	(204,660)	5,000	0%
Change in Net Assets	301,685	(24,053)	1,033,404	(16,682)	\$ (2,622,920)	
Net Assets - Beginning	11,604,247	10,723,132	10,872,528	10,715,761		
Net Assets - Ending	\$ 11,905,932	\$ 10,699,079	\$ 11,905,932	\$ 10,699,079		

Significant Events:

1. Grants - YTD includes \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; ESD \$33M & \$8M Grants support STAMP development costs.
2. Real Estate Development Costs - Includes STAMP development costs.

Mark Masse
GCEDC Audit & Finance Committee
September 29, 2020

4b. Agricultural Farm Land Lease Rates for 2021

Discussion: See attached summary.

Fund commitment: None.

Committee action request: Recommend approval to the full Board of the 2021 agricultural land lease rates.

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2021 Land Lease Rates
Agricultural leases

Genesee County Economic Development Center

Lessee	Location	Term	Acres	Rate / acre	Total rent
Charles Augello	Apple Tree Acres	One year	57	\$ 60.00	\$ 3,420.00
Stein Farms	Oatka Hills	One year	18.5	\$ 60.00	\$ 1,110.00
Englerth Farms	Leroy	One year	73	\$ 60.00	\$ 4,380.00

Norm Geiss	STAMP	One year	129	\$ 60.00	\$ 5,460.00
Del Mar Farms	STAMP	One year	100.3	\$ 60.00	\$ 6,018.00
Lamb Farms	STAMP	One year	60	\$ 65.00	\$ 3,900.00
Lamb Farms	STAMP	One year	450	\$ 3.98	\$ 1,791.00
Call Farms	STAMP	One year	129	\$ 3.35	\$ 432.15

Apple Tree Acres Stormwater pond

Discussion: At the September 2 GCEDC Board meeting, the Board authorized the execution of a MOU and an Indemnity Agreement the divided up the scope of work regarding the filling in of an existing stormwater pond and the construction of a new stormwater pond. A copy of the fully executed MOU is attached.

There is a contract with Clark Patterson Lee that is being brought forward for the Board's consideration at this time. This contract will cover the scope of work outlined in the MOU for the GCEDC's responsibilities.

There is a stipulation in the MOU that "The Parties shall use good faith efforts to commence its respective responsibilities on or before December 1, 2020."

Fund commitment: \$23,700.

Board Action Request: Authorizing the execution of the proposal for Engineering Services related to Apple Tree Acres with Clark Patterson Lee.



September 15, 2020

Mr. Mark Masse, CPA
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, New York 14020

**RE: APPLE TREE ACRES – LIBERTY POND RELOCATION
TOWN OF BERGEN, NY
PROPOSAL FOR ENGINEERING SERVICES**

Dear Mark:

We are pleased to submit our proposal for civil engineering services related to the design and relocation of an existing pond located on Liberty Pumps property within the Apple Tree Acres Corporate Park in the Town of Bergen, New York.

Project Understanding

Liberty Pumps is proposing to expand their existing parking lot, fill in an existing stormwater management facility and construct a new pond on the east side of Appletree Avenue. The existing Liberty Pump pond is located on the west side of Appletree Avenue, near the intersection of Appletree Avenue and NYS Route 33.

This proposal is based on the preliminary information provided and our discussions regarding the project. This conceptual site plan was selected as the preferred option after multiple iterations, correspondence with Liberty Pumps, and several meetings with all stakeholders. Our work includes necessary civil engineering services to design the facility and obtain the necessary permits in order to construct the project. Engineering will include site design, grading, stormwater design and approvals. A conceptual site plan is enclosed for reference.

Scope of Work

Preliminary and Final Design

CPL will prepare preliminary and final plans using the attached concept plan as a basis for design. Preliminary design of the stormwater management facility and storm infrastructure will be completed to prepare preliminary plans. CPL will prepare a complete set of Site Plans for the project for submission to the Town and County Planning Board for Site Plan approval.



We have assumed that our services will include only design, permitting, and construction services related to the following items:

- New Stormwater Management Facility
- 18-inch SICPP from NYS Route 33 to the new Stormwater Management Facility

The CPL portion of the project will include the following:

- *Utility/Site Plan* – This plan will depict proposed storm sewers and other prominent site features. Detailed preliminary site plans will be suitable to initiate the site plan review process with the Town of Bergen and Genesee County.
- *Grading, Stormwater and Erosion and Sediment Control Design* – These plans will detail proposed grading and storm sewer pipe design for the new stormwater management facility and the 18-inch SICPP from the NYS Route 33 Right-of-Way to the proposed stormwater management facility. These plans will also detail soil stabilization methods to be utilized during construction including stabilized construction entrances, outlet protection, and silt fence as required for minimization of sediment transport from this property. All stormwater management facilities will be designed in accordance with NYSDEC best management practices. We will prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the NYSDEC requirements. We are assuming that this project will be designed to meet the 5-day review requirement for the NYSDEC General Permit and that a 60-day review will not be required.

Permits & Approvals

Prepare necessary permit applications and assist the owner in obtaining the necessary permits and approvals including:

- NYS DEC Stormwater Pollution Prevention Plan.
- Town of Bergen Site Plan Approval.
- Genesee County Site Plan Approval.

CPL will complete any necessary revisions to the preliminary plans and specifications for the proposed work described above in accordance with agency and Town comments to obtain required approvals and permits.

CPL will also attend two public meetings for the Town of Bergen and one public meeting for Genesee County related to site plan approval, if required.



Bidding

Provide up to twenty (20) sets of plans, specifications, and contract documents to be issued to prospective bidders.

During the bidding period, we will respond to bidders' questions and issue any addenda required for the interpretation and clarification of the bidding documents.

We will attend the bid opening, review bids for compliance with bid requirements and mathematical correctness, prepare a bid tabulation, investigate bidders' qualifications, and prepare a written recommendation for the award of the contract.

Construction Administration

Provide contract administration services which include contract agreement preparation, shop drawing review, processing payment requests, preconstruction and project meetings, schedule coordination, budget tracking, preparation of change orders, final inspection and punch list, and preparation of record drawings based upon information provided by the Contractor.

Provide coordination with the Contractor, GCEDC, Town of Bergen, Genesee County, and regulatory agencies.

Construction Inspection

Provide a qualified Resident Inspector to monitor construction and the Contractor's compliance with the Contract Documents. The Resident Inspector will serve as GCEDC's onsite representative on the project, maintain detailed records of the work performed, document payments to the contractor, handle concerns and complaints from residents affected by the project, and coordinate with regulatory agencies and utilities.

We have assumed a 4-week construction period with part time inspection (4 hours per day).

SWPPP Inspection Services

CPL will complete the following scope of work:

- Complete weekly site inspections and related paperwork per the NYSDEC procedures for the duration of the site construction.
- The actual number of inspections will be determined during construction.
- Inspections will also need to be performed after significant rainfall events throughout the project duration and as required by NYSDEC requirements.
- Inspection of all disturbed areas, erosion control measures, construction entrances, etc.
- Inspection report prepared and sent to construction offices and via email to five (5) different parties within 5 days of inspection.
- Notification to the NYSDEC of any scheduling changes and winter shutdowns.
- Filing of the NOT and related correspondence with the NYSDEC and owner's representative.



Due to the unknown construction timeframe, we propose to bill the SWPPP inspections separately on a per/each basis. CPL will complete the above scope of work for each inspection for **\$300 per inspection**. For budgetary purposes, we have assumed a 4-week construction period and 6 inspections (weekly plus rainfall events) time frame as follows:

6 SWPPP inspections x \$300/inspection = **\$1,800**

A summary of the proposed Tasks and Fees is provided as follows:

<u>Task</u>	<u>Fee</u>
<i>CPL Design</i>	
Preliminary and Final Design	\$8,500
Permits and Approvals	<u>\$3,000</u>
Subtotal	\$11,500
 <i>CPL Bidding and Construction</i>	
Bidding	\$2,000
Construction Administration	\$2,000
Construction Inspection (Hourly)	\$6,400
<u>SWPPP Inspections (Each)</u>	<u>\$1,800</u>
Subtotal	\$12,200
TOTAL	\$23,700

The tasks above will be billed on a lump sum, percentage complete basis except for Construction Inspection and SWPPP inspections. Construction Inspection will be billed hourly and SWPPP Inspections will be billed per each inspection.

Excluded Services

The following items have been excluded from our proposal:

- Topography and Boundary survey.
- Property survey for the purpose of purchasing property (ALTA) or obtaining easements or rights-of-way.
- Preparation of easement maps and legal descriptions.
- Preparation of SEQR documents or an Environmental Impact Statement (EIS). It is assumed that the original SEQR documentation will cover the proposed work.
- Performing wetland mitigation plans.
- Floodplain investigations.
- Application, licensing or filing fees.
- Offsite improvements including traffic mitigation and turn lanes.
- Cost estimating.

If it is determined that these items are needed, CPL will work with GCEDC to develop a specific scope and budget for these items.



Mark Masse, CPA
GCEDC
September 15, 2020
Page 5 of 5

We appreciate the opportunity to submit our proposal and look forward to working with all those involved. If you have any questions or require additional information please contact me at (585) 402-7506 or akosa@cplteam.com. We would be happy to meet with you at any time to discuss our approach and qualifications in detail.

Very truly yours,

CPL

A handwritten signature in black ink, appearing to read 'AKOSA', written over a faint horizontal line.

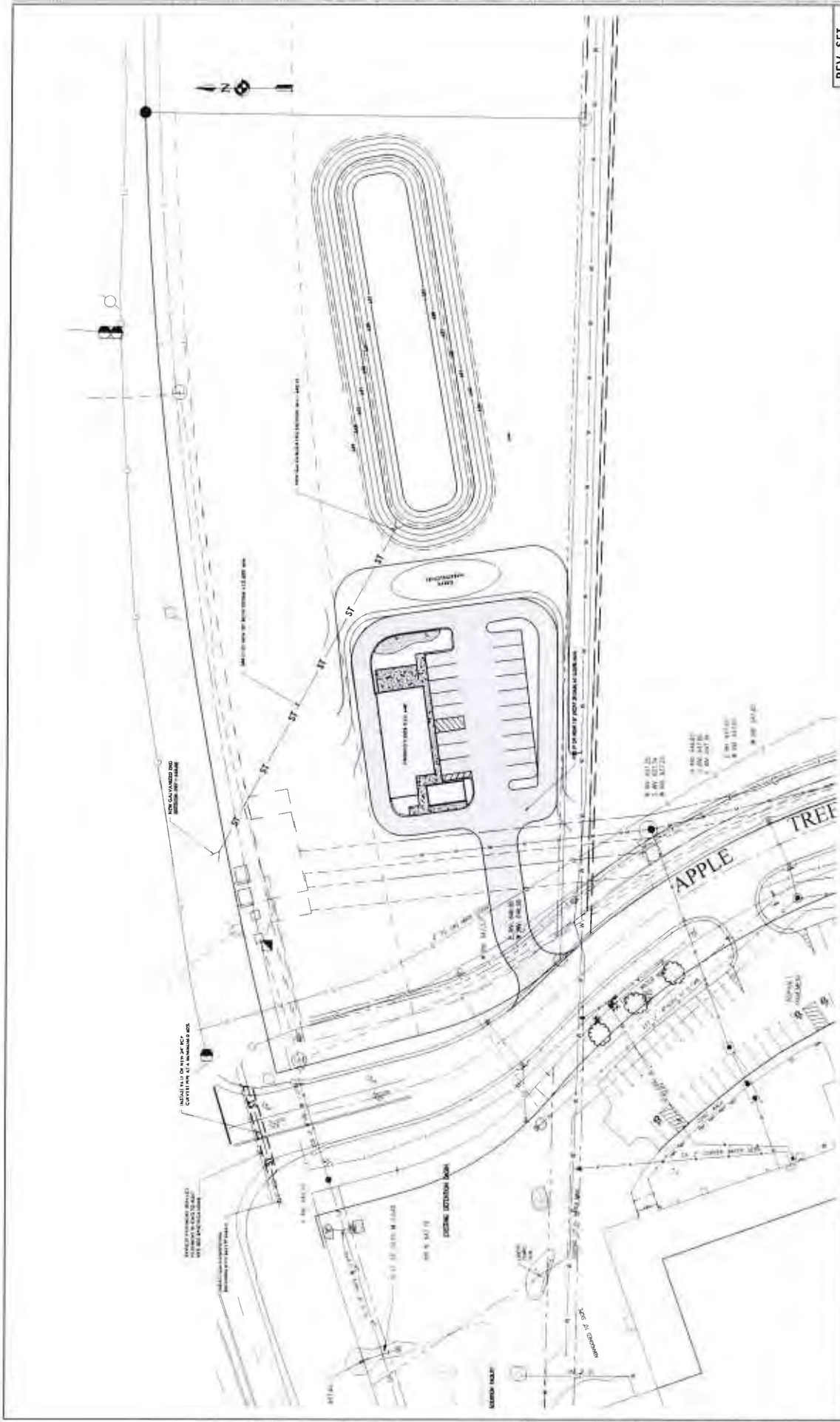
Andrew R. Kosa, P.E.
Principal Associate

Enclosure

Proposal Accepted By:

Signature: _____
GCEDC

Date: _____



REV. SET		PROJECT NUMBER	APPLETREE ACRES	
DRAWING NUMBER		STORMWATER POND REDESIGN		
DATE	BY/ISSUED	DRAWN	DLA	SCALE 1"=40'
CHECKED	JOB	DESIGNED	DLA	
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER GENESEE COUNTY, NEW YORK (S&T)				
NO.	DATE	DESCRIPTION		

Memorandum of Understanding

Between

Liberty Pumps, Inc.

And

Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center

This Memorandum of Understanding ("MOU") summarizes the principal terms and conditions of a certain business transaction contemplated by and between Liberty Pumps, Inc. ("LPI") and Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center ("GCEDC"). LPI and GCEDC are sometimes referred to individually as a "Party" and collectively as the "Parties".

This MOU is not intended to be an exhaustive statement of the terms and conditions of the Parties' agreements and understandings relating to the contemplated business transaction and is subject to the negotiation and execution of a more formal definitive agreement (the "Definitive Agreement"). This MOU is not intended to be and does not constitute a legally binding obligation between the Parties.

I. Project.

The Parties each own certain land at Apple Tree Acres Corporate Business Park. LPI's property, tax account no. 13.-1-57.1 contains a stormwater maintenance pond ("LPI's Stormwater Maintenance Pond"). GCEDC's property, tax account no. 13.-1-59.211 requires a stormwater maintenance pond ("GCEDC's Stormwater Maintenance Pond"). LPI will remove approximately 3,500 cubic yards of quarry material from certain property owned by GCEDC (location TBD) for on-site fill for LPI's Stormwater Maintenance Pond while substantially contemporaneously constructing GCEDC's Stormwater Maintenance Pond on GCEDC's property.

The Parties shall use good faith efforts to commence its respective responsibilities on or before December 1, 2020 and complete all work required hereunder on or before December 31, 2021.

II. Parties Work and Responsibilities.

a. GCEDC - At GCEDC's sole cost and responsibility:

1. For purpose of LPI constructing GCEDC's Stormwater Maintenance Pond, GCEDC shall have prepared a Quarry Grading Plan, Final Grading Plan, Erosion & Sediment Control Plan and Stormwater Pollution Prevention Plan ("SWPPP" and collectively "GCEDC's Plans") and obtain and/or modify all necessary permits in order for LPI to construct GCEDC's Stormwater Maintenance Pond including compliance with local zoning requirements.

2. Design, bidding and construction of 18 smooth interior corrugated plastic pipe ("SICPP") for purposes of stormwater run-off from LPI's property to GCEDC's Stormwater Maintenance Pond.
3. Final required grading and seeding in the area of GCEDC's Stormwater Maintenance Pond.

b. LPI – At LPI's sole cost and responsibility:

1. All construction operations related to the removal of the 3,500 cubic yards of quarry material from GCEDC's Property at a location to be determined by GCEDC and in accordance with GCEDC's Plans and SWPPP and all applicable local, state and federal laws ("Applicable Laws").
2. All construction operations related to the construction of GCEDC's Stormwater Maintenance Pond at a location to be determined by GCEDC and in accordance with GCEDC's Plans, SWPPP and Applicable Laws.
3. All permitting, design, construction and compliance with all Applicable Laws for the on-site fill for LPI's Stormwater Maintenance Pond.
4. Accomodating any anticipated drainage issues with the existing culvert under Apple Tree Avenue.
5. All LPI work to be coordinated with and subject to the reasonable approval of GCEDC, its Engineer and consultants and subject to all Applicable Laws.

III. General.

- a. **Access and Cooperation.** Pending consummation of the transactions contemplated by this MOU, each of the Parties shall cooperate in making available to each other Party, for review, discussion and examination, such personnel, documentation, materials, information and matters reasonably considered by the other Party or its professional advisors to be relevant in connection with the Parties' evaluation of the transactions and negotiation of a Definitive Agreement.
- b. **Indemnity.** LPI (and any of its agents) will complete and execute an Owner Indemnity Agreement with GCEDC and list the GCEDC as an additional insured on its insurance certificates until completion of the Project.
- c. **Costs.** Other than as set forth in this MOU, in the Definitive Agreement, or under any other agreement between or among the Parties and/or any affiliate thereof, each Party shall bear all of its own costs and expenses (including legal, accounting and other expenses) incurred in connection with pursuit of the business relationship and/or transactions contemplated hereunder.
- g. **Termination.** It is the intent of the Parties to enter into a Definitive Agreement and to consummate the business relationship and transactions contemplated herein as promptly as

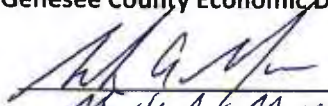
practicable. Upon written notice, this MOU may be terminated by any Party, and negotiations in furtherance of the transactions and agreements contemplated herein completely abandoned, in the event that a Definitive Agreement has not been executed on or before October 1, 2020.

- h. No Liability.** Other than the paragraphs and provisions contained in Article III of this MOU, the provisions of this MOU do not constitute and will not give rise to a legally binding obligation on the part of any Party. Moreover, except as expressly provided in Article III (or as expressly provided in any binding written agreement that the Parties have entered into or may enter into in the future), no past or future action, course of conduct, or failure to act, or the negotiation of the terms hereof or of any of the definitive agreements to be adopted as contemplated hereunder, will give rise to or serve as a basis for any obligation on the part of any Party.
- i. Counterparts.** This MOU may be signed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

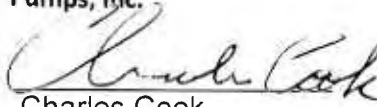
[Remainder of page intentionally left blank. Signature page follows.]

The undersigned hereby acknowledge, agree and accept this MOU and, subject to the terms and conditions set forth above.

**Genesee County Industrial Development Agency
d/b/a Genesee County Economic Development Center**

By: 
Name: Mark A. Masse
Title: SR VP of Operations
Date: 9/4/2020

Liberty Pumps, Inc.

By: 
Name: Charles Cook
Title: CEO
Date: 9/4/2020

GCEDC

Jim Krencik, Director of Marketing & Communications

Memo on Clark Patterson Lee Conceptual Planning and Marketing Services

September 25, 2020

In preparation for the next phase of marketing of the WNY STAMP site and the STAMP North and STAMP South campuses to companies, the GCEDC launched a project for conceptual planning and marketing services from Clark Patterson Lee.

This project commenced in August 2020, and has advanced with the initial drone video and site mapping to be used for interactive conceptual site plans with two-dimensional and three-dimensional views of the STAMP South campus. The area covered can support more than 1 million square feet of facilities and utilize infrastructure that is currently at STAMP, or under construction in 2020 and 2021.

Additionally, initial drone video has been taken of the STAMP North campus, which can support more than 5 million square feet of facilities and utilize infrastructure that is currently in advanced design and engineering and can be constructed within project timelines.

Due to the progress of these initiatives, and active interest by projects and industries targeted for STAMP North's extensive infrastructure and site capacity, the GCEDC desires to expand on the initial plan and proceed with site mapping of the STAMP North Campus this autumn. This work was initially planned for spring 2021.

This project is intended to enhance STAMP's sales and marketing position as the GCEDC staff prepares delivery of site readiness, site infrastructure, project financing structures, and site marketing for a launch to market for projects at the shovel-ready 400-acre STAMP South campus and 850-acre STAMP North campus.

Based on the project proposal, the estimated cost of expanding these services would be covered by the GCEDC's 2020 budget. National Grid has approved funding for a 50% reimbursement on both the first phase of this project as well as the additional and expanded work now proposed.

Board Request: Authorization to contract with Clark Patterson Lee for a cost not to exceed \$5,000. National Grid reimbursement of 50% of project would be applied for a net cost of \$2,500 after reimbursement.



September 23, 2020

Steven G. Hyde
Chief Executive Officer
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

**RE: PROPOSAL FOR CONCEPTUAL PLANNING AND MARKETING SERVICES
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
STAMP**

Dear Steve:

We are pleased to submit our proposal for continued and expanded conceptual planning and marketing services for the proposed 1250-acre Science and Technology Advanced Manufacturing Park (STAMP) in the Town of Alabama, NY. The marketing efforts for this proposal will focus on the overall campus aerial drone imaging, incorporating the entire 1250-acre campus. Our proposal is based on our intimate knowledge of the STAMP project and our significant involvement in its development over the past fifteen years.

The following Scope of Services is included with our proposal:

Conceptual Planning

Expanding on the initial scope of services, we will use drone technology to capture additional aerial videos and photographs of the entire campus, including both the north and south campuses. We will review the flight paths and put together videos for marketing purposes and prepare for future campus renderings and conceptual plans. Based on previous conceptual plans completed for the STAMP campus, we will review conceptual plan options with the GCEDC and prepare for future renderings for the entire campus. The site plan will include buildings, parking lots, access roadways and other prominent site features.

Summary

Our cost to provide conceptual plans and marketing services is a lump sum of **\$5,000**, including direct expenses.

We appreciate the opportunity to submit our proposal and would welcome the chance to discuss our approach, qualifications, and experience with you should there be any questions or additional information required. Please contact us if we can be of any further service.

Very truly yours,

CPL

Richard B. Henry III, P.E.
Sr. Vice President

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