



Meeting Agenda – Audit and Finance Committee

Genesee Gateway Local Development Corp

Tuesday, April 30, 2024 – 8:30 a.m.

Location: 99 MedTech Drive, Innovation Zone

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	M. Brooks	
2-4	2. Chairman’s Report & Activities 2a. Agenda Additions / Other Business 2b. Minutes: March 28, 2024	M. Brooks	Vote
5-9 10-11 12-17 18 19-21	3. Discussions / Official Recommendations to the Board: 3a. 1 st Quarter Financial Statements 3b. Strategic Investments Update 3c. CH4 Biogas ROFR 3d. Mowing Contract for MedTech and Ag Park 3e. Increase in Legal Fees for Land Sale for MedTech Landing, LLC	L. Farrell L. Farrell M. Masse M. Masse M. Masse	Disc / Vote Discussion Disc / Vote Disc / Vote Disc / Vote
	5. Adjournment	M. Brooks	Vote

GGLDC Audit & Finance Committee Meeting

Tuesday, March 28, 2024

Location – 99 MedTech Drive, Innovation Zone

3:00 p.m.

MINUTES

ATTENDANCE

Committee Members J. Tretter, M. Brooks, D. Cunningham
Staff: L. Farrell, M. Masse, P. Kennett, C. Suozzi, J. Krencik, S. Hyde, E. Finch
Guests: M. Gray, K. Manne, P. Zelif, S. Maier (Harris Beach)
Absent: P. Battaglia

1. CALL TO ORDER / ENTER PUBLIC SESSION

M. Brooks called the meeting to order at 3:26 p.m. in the Innovation Zone.

2. CHAIRMAN'S REPORT & ACTIVITIES

2a. Agenda Additions / Other Business – Nothing at this time.

2b. Minutes: March 5, 2024

D. Cunningham made a motion to recommend approval of the March 5, 2024, minutes; the motion was seconded by J. Tretter. Roll call resulted as follows:

J. Tretter - Yes
P. Battaglia - Absent
M. Brooks - Yes
D. Cunningham – Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS TO THE BOARD:

3a. 12/31/23 Audit – M. Brooks stated that Jason Waite of Mostert, Manzanero & Scott, LLP reviewed the GGLDC 2023 audit during the GCEDC Audit and Finance Committee meeting that convened just prior to this meeting. The same discussion that took place during the GCEDC Audit and Finance meeting also applies to the GGLDC. The key points of discussion have been added for ease of reference.

Like the GCEDC, no material weaknesses in internal controls were identified during the GGLDC 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, 2023. A Single Audit was not needed for the GGLDC this year. Audits were completed for the STAMP Water Works Corporation and the STAMP Sewer Works Corporation. These corporations are discretely presented component units on the GGLDC statements due to the GGLDC's ultimate control over these entities. There were no findings or weaknesses.

DRAFT

J. Tretter made a motion to recommend to the full Board the approval of the 12/31/23 Audit as presented; the motion was seconded by D. Cunningham. Roll call resulted as follows:

- J. Tretter - Yes
- P. Battaglia - Absent
- M. Brooks - Yes
- D. Cunningham - Yes

The item was approved as presented.

S. Maier joined the meeting.

3b. Mowing Bids - The GGLDC solicited bids to mow the following:

1. Property located at 8750 Ag Park Drive, mow biweekly starting April 1 through October 31
2. Mowing of green space at 99 MedTech Dr, Upstate MedTech Centre, weekly for 16 weeks.

The following bids were received:

1. Bubba's Landscape - Declined to bid
2. Craig's Mowing and Landscape - \$3,760
3. S&S Excavating & Blacktop - \$6,400
4. Scalia's Landscape - \$3,920
5. Fava Brothers - \$9,900

Fund commitment: \$3,760 from operational funds of MedTech and Ag Park.

Board action request: Approval of mowing contract for \$3,760 to Craig's Mowing and Landscape

D. Cunningham made a motion to recommend to the full Board the approval of the Mowing Bids to Craig's Mowing and Landscape not to exceed \$3,760 as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:

- J. Tretter - Yes
- P. Battaglia - Absent
- M. Brooks - Yes
- D. Cunningham - Yes

The item was approved as presented.

3c. Authorizing Resolution – Sale of Land to MedTech Landing, LLC – This authorizing resolution is to correct the original PSA for MedTech Landing. There were two parcels that were left off the original PSA, including the stormwater pond and the proposed roadway. These parcels were intended to be included in the original PSA; hence the purchase price has not changed. This authorizing resolution is adding these additional parcels.

D. Cunningham asked for clarification on where this project is located as the resolution (page 24 of the meeting materials) states Genesee Valley Agri-Business Park. M. Masse stated that the resolution should be changed to MedTech Park.

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Resolution No. #03/2024 - 01

RESOLUTION OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION AUTHORIZING (I) THE SALE OF CERTAIN LANDS OWNED BY GENESEE GATEWAY LOCAL DEVELOPMENT COMPANY LLC TO MEDTECH LANDING, LLC AND ITS PERMITTED ASSIGNS (THE "COMPANY") COMPRISING APPROXIMATELY 3.14 ACRES LOCATED IN THE TOWN OF BATAVIA, GENESEE COUNTY, NEW YORK, AND KNOWN AS TAX PARCELS 9.-1-218 AND PART OF 9.-1-217 (COLLECTIVELY, THE "LAND"), (II) THE PROVISION OF CERTAIN FINANCIAL INCENTIVES TO THE COMPANY, (III) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT FOR VACANT LAND FOR THE CONVEYANCE OF THE LAND AND (IV) THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY AND INCIDENTAL TO THE FOREGOING.

J. Tretter made a motion to recommend to the full Board Authorizing Resolution #03/2024-01 with the above-listed change; the motion was seconded by D. Cunningham. Roll call resulted as follows:

J. Tretter - Yes
P. Battaglia - Absent
M. Brooks - Yes
D. Cunningham - Yes

The item was approved as presented.

3d. Service Agreement for Fire Alarm System - The GGLDC has an agreement with Great Lakes Building Systems, Inc. to take care of servicing the fire alarm system in the MedTech Centre. In previous years the GGLDC Board approved the Gold Package for the fire alarm system. This contract is up for renewal with no increase in cost. This item was included in the 2024 budget.

Fund Commitment: \$5,925.

Board Action Request: Approval of payment of \$5,925 for the gold package for the fire alarm system.

D. Cunningham made a motion to recommend to the full Board the approval of the Service Agreement for the Fire Alarm System with Great Lakes Building Systems not to exceed \$5,925 as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:

J. Tretter - Yes
P. Battaglia - Absent
M. Brooks - Yes
D. Cunningham - Yes

The item was approved as presented.

4. ADJOURNMENT

As there was no further business, J. Tretter made a motion to adjourn at 3:29 p.m., seconded by D. Cunningham and passed unanimously.

Genesee Gateway Local Development Corp.
Dashboard - For the Three Month Period Ended 3/31/24
Balance Sheet - Accrual Basis

	<u>3/31/24</u>	<u>[Per Audit]</u> <u>12/31/23</u>
<u>ASSETS:</u>		
Cash - Unrestricted	\$ 646,800	\$ 706,434
Cash - Restricted (A)	1,109,085	1,582,013
Cash - Reserved (B)	1,550,874	1,336,281
Cash - Subtotal	3,306,759	3,624,728
Accounts Receivable	8,907	11,320
Interest Receivable	-	3,839
Lease Receivable GASB - Current Portion	522,953	522,953
Loans Receivable - Current Portion	461,171	581,079
Other Current Assets (1)	52,361	3,335
Total Current Assets	4,352,151	4,747,254
Land Held for Dev. & Resale	2,182,234	2,182,234
Buildings & Improvements	7,281,719	7,248,621
Furniture, Fixtures & Equipment	46,599	46,599
Total Property, Plant & Equip.	9,510,552	9,477,454
Less Accumulated Depreciation	(2,590,601)	(2,542,265)
Net Property, Plant & Equip.	6,919,951	6,935,189
Lease Receivable GASB - Noncurrent Portion	1,930,390	1,930,390
Loans Receivable - Noncurrent Portion (Net of \$170,238 Allow for Bad Debt at 3/31/24 & 12/31/23)	687,758	777,143
Equity Investment in Genesee Agri-Business, LLC (2)	2,562,240	2,562,240
Equity Investment in STAMP Sewer Works, Inc. (3)	250,000	250,000
Equity Investment in STAMP Water Works, Inc. (4)	25,000	25,000
Other Assets	5,455,388	5,544,773
Total Assets	16,727,490	17,227,216
<u>LIABILITIES:</u>		
Accounts Payable (5)	100,786	58,627
Unearned Revenue	0	500
Security Deposits	109,944	109,944
Loans Payable - Current Portion	90,945	90,041
Bonds Payable - Current Portion	159,141	156,909
Total Current Liabilities	460,816	416,021
Loans Payable - Noncurrent Portion	1,978,820	2,001,898
Bonds Payable - Noncurrent Portion	2,134,859	2,179,828
Total Noncurrent Liabilities	4,113,679	4,181,726
Total Liabilities	4,574,495	4,597,747
<u>DEFERRED INFLOW OF RESOURCES</u>		
Deferred Inflow - Leases	2,373,512	2,373,512
Total Deferred Inflow of Resources	2,373,512	2,373,512
EQUITY	\$ 9,779,483	\$ 10,255,957

Significant Events:

1. Other Current Assets - Prepaid General Liability, Umbrella, D&O and Cyber insurance.
2. Equity Investment in Genesee Agri-Business, LLC - Ties to corresponding GAB, LLC financial statements.
3. Equity Investment in STAMP Sewer Works, Inc. - Distributions to this entity to cover start up costs and legal fees.
4. Equity Investment in STAMP Water Works, Inc. - Distributions to this entity to cover start up costs.
5. Accounts Payable - Grant for continuing Economic Development Program Support, MedTech Centre Property Management, etc.

(A) Restricted = DL Community Benefit Agreement (CBA) Funds, Plug Power Host Community Investment 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.

Genesee Gateway Local Development Corp.
Dashboard - For the Three Month Period Ended 3/31/24
Profit & Loss - Accrual Basis

	Three-Month Period Ended		YTD		2024	2024
	3/31/24	3/31/23	2024	2023	Board Approved Budget	YTD % of Budget
Operating Revenues:						
Grants (1)	\$ 25,000	\$ 991,817	\$ 25,000	\$ 991,817	\$ 1,822,876	1%
Interest Income on Loans	10,949	6,736	10,949	6,736	39,477	28%
Rent	188,127	188,001	188,127	188,001	767,488	25%
Common Area Fees - Parks	3,030	500	3,030	500	500	606%
Fees	-	250	-	250	-	N/A
Other Revenue	278	114	278	114	-	N/A
Total Operating Revenues	227,384	1,187,418	227,384	1,187,418	2,630,341	
Operating Expenses:						
Operations & Maintenance	65,418	63,220	65,418	63,220	345,024	19%
Professional Services	21,786	24,986	21,786	24,986	137,168	16%
Econ. Dev. Prog. Support Grant	75,000	75,000	75,000	75,000	300,000	25%
Site Development Expense (2)	485,753	-	485,753	-	578,883	84%
Grant Expense	-	116,589	-	116,589	869,648	0%
Real Estate Dev. (Capitalized)	-	-	-	-	20,000	0%
Buildings/Furniture/Equip. (Capitalized) (4)	33,098	-	33,098	-	50,000	66%
Balance Sheet Absorption	(33,098)	-	(33,098)	-	(70,000)	47%
Depreciation	48,336	48,525	48,336	48,525	193,385	25%
Total Operating Expenses	696,293	328,320	696,293	328,320	2,424,108	
Operating Revenue (Expense)	(468,909)	859,098	(468,909)	859,098	206,233	
Non-Operating Revenues (Expenses):						
Other Interest Income (4)	29,179	792	29,179	792	62,500	47%
Interest Expense	(36,744)	(38,573)	(36,744)	(38,573)	(144,639)	25%
Total Non-Operating Exp.	(7,565)	(37,781)	(7,565)	(37,781)	(82,139)	
Change in Net Assets	(476,474)	821,317	(476,474)	821,317	\$ 124,094	
Net Assets - Beginning	10,255,957	9,407,320	10,255,957	9,407,320		
Net Assets - Ending	\$ 9,779,483	\$ 10,228,637	\$ 9,779,483	\$ 10,228,637		

Significant Events:

- Grant Revenue - Workforce Dev/Ec Dev Program Support Grants from Oak Orchard Solar (\$25K).
- Site Development Expense - Payment made to the Town of Pembroke per the 2019 Sewer Supply Agreement supporting construction costs of the Corfu wastewater treatment facility expansion.
- Buildings / Furniture / Equipment - MedTech Centre building light fixture upgrades to LED.
- Other Interest Income - Interest rates have increased substantially; invested funds into CDs for additional interest.

Genesee Gateway Local Development Corp.
Dashboard - For the Three Month Period Ended 3/31/24
Statement of Cash Flows

	<u>Three Month Period Ended 3/31/24</u>	<u>YTD</u>
CASH USED BY OPERATING ACTIVITIES:		
Grant Income	\$ 25,000	\$ 25,000
Interest Income on Loans	10,449	10,449
Rental Income	190,304	190,304
Common Area Fees - Parks	3,030	3,030
Fees	-	-
Other Revenue	514	514
Operations & Maintenance	(120,685)	(120,685)
Professional Services	(1,886)	(1,886)
Economic Development Program Support Grant	-	-
Site Development Expense	(485,753)	(485,753)
Improvements of Land Held for Dev. & Resale	-	-
Cost of Land Sales	-	-
Grant Expense	-	-
Issuance of Loans	-	-
Repayment of Loans	209,293	209,293
Net Cash Used By Operating Activities	<u>(169,734)</u>	<u>(169,734)</u>
CASH FLOWS USED BY CAPITAL & RELATED FINANCING ACTIVITIES:		
Principal Payments on Bonds & Loans	(64,911)	(64,911)
Interest Paid on Bonds & Loans	(36,744)	(36,744)
Purchase/Improvements of Buildings/Furniture/Equipment	(79,598)	(79,598)
Net Cash Used By Capital & Related Financing Activities	<u>(181,253)</u>	<u>(181,253)</u>
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Equity Investment - STAMP Sewer Works, Inc.	-	-
Equity Investment - STAMP Water Works, Inc.	-	-
Interest Income	33,018	33,018
Net Cash Provided By Investing Activities	<u>33,018</u>	<u>33,018</u>
Net Change in Cash	(317,969)	(317,969)
Cash - Beginning of Period	3,624,728	3,624,728
Cash - End of Period	<u>\$ 3,306,759</u>	<u>\$ 3,306,759</u>
RECONCILIATION OF OPERATING EXPENSE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Expense	\$ (468,909)	\$ (468,909)
Adjustments:		
Depreciation Expense	48,336	48,336
Decrease in Accounts Receivable	2,413	2,413
Increase in Other Current Assets	(49,026)	(49,026)
Decrease in Loans Receivable	209,293	209,293
Increase in Operating Accounts Payable	88,659	88,659
Decrease in Unearned Revenue	(500)	(500)
Total Adjustments	<u>299,175</u>	<u>299,175</u>
Net Cash Used By Operating Activities	<u>\$ (169,734)</u>	<u>\$ (169,734)</u>

Genesee Gateway Local Development Corp.
Dashboard - For the Three Month Period Ended 3/31/24
Balance Sheet - Accrual Basis

	GGLDC	GABLLC	Eliminations	COMBINED	
	Three Month Period Ended 3/31/24	Three Month Period Ended 3/31/24		3/31/24	Per Audit 12/31/2023
ASSETS:					
Cash - Unrestricted	\$ 646,800	\$ -	\$ -	\$ 646,800	\$ 3,399,008
Cash - Restricted (A)	1,109,085	-	-	1,109,085	1,582,013
Cash - Reserved (B)	1,550,874	2,753,405	-	4,304,279	1,336,281
Cash - Subtotal	3,306,759	2,753,405	-	6,060,164	6,317,302
Grants Receivable	-	-	-	-	-
Accts Receivable - Current	8,907	-	-	8,907	15,520
Interest Receivable - Current	-	-	-	-	8,246
Lease Receivable GASB - Current	522,953	13,946	-	536,899	536,899
Loans Receivable - Current	461,171	-	-	461,171	581,079
Other Current Assets	52,361	-	-	52,361	3,335
Total Current Assets	4,352,151	2,767,351	-	7,119,502	7,462,381
Land & Improvements	2,182,234	1,339,730	-	3,521,964	3,521,964
Buildings & Improvements	7,281,719	-	-	7,281,719	7,248,621
Furniture, Fixtures & Equipment	46,599	-	-	46,599	46,599
Total Property, Plant & Equip.	9,510,552	1,339,730	-	10,850,282	10,817,184
Less Accumulated Depreciation	(2,590,601)	-	-	(2,590,601)	(2,542,265)
Net Property, Plant & Equip.	6,919,951	1,339,730	-	8,259,681	8,274,919
Lease Receivable GASB - Noncurrent	1,930,390	94,968	-	2,025,358	2,025,358
Loans Receivable - Noncurrent	687,758	-	-	687,758	777,143
Equity Investment in GAB, LLC	2,562,240	-	(2,562,240)	-	-
Equity Investment in STAMP Sewer Works, Inc.	250,000	-	-	250,000	250,000
Equity Investment in STAMP Water Works, Inc.	25,000	-	-	25,000	25,000
Other Assets	5,455,388	94,968	(2,562,240)	2,988,116	3,077,501
TOTAL ASSETS	16,727,490	4,202,049	(2,562,240)	18,367,299	18,814,801
LIABILITIES:					
Accounts Payable	100,786	-	-	100,786	58,627
Unearned Revenue (1)	-	6,000	-	6,000	1,773
Customer Deposit (2)	-	20,000	-	20,000	20,000
Security Deposits	109,944	-	-	109,944	109,944
Loans Payable - Current Portion	90,945	-	-	90,945	90,041
Bonds Payable - Noncurrent Portion	159,141	-	-	159,141	156,909
Total Current Liabilities	460,816	26,000	-	486,816	437,294
Loans Payable - Noncurrent Portion	1,978,820	-	-	1,978,820	2,001,898
Bonds Payable - Noncurrent Portion	2,134,859	-	-	2,134,859	2,179,828
Total Noncurrent Liabilities	4,113,679	-	-	4,113,679	4,181,726
TOTAL LIABILITIES	4,574,495	26,000	-	4,600,495	4,619,020
DEFERRED INFLOW OF RESOURCES					
Deferred Inflow - Leases	2,373,512	108,914	-	2,482,426	2,482,426
Total Deferred Inflow of Resources	2,373,512	108,914	-	2,482,426	2,482,426
EQUITY	\$ 9,779,483	\$ 4,067,135	\$ (2,562,240)	\$ 11,284,378	\$ 11,713,355

Significant Events:

1. Unearned Revenue - HP Hood rent for temporary storage and parking received in advance.
2. Customer Deposit GABLLC - CH4Biogas.

(A) Restricted = DL Community Benefits Agreement (CBA) Funds, Plug Power Host Community Investment 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.

Genesee Gateway Local Development Corp.
Dashboard - For the Three-Month Period 3/31/24
Profit & Loss - Accrual Basis

	GGLDC	GABLLC	Eliminations	COMBINED	
	Three Month Period Ended <u>3/31/24</u>	Three Month Period Ended <u>3/31/24</u>		<u>3/31/24</u>	Combined <u>YTD</u>
<u>Operating Revenues:</u>					
Grants	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ 25,000
Interest Income on Loans	10,949	-	-	10,949	10,949
Rent	188,127	21,846	-	209,973	209,973
Common Area Fees - Parks	3,030	9,244	-	12,274	12,274
Fees	-	-	-	-	-
Other Revenue	278	-	-	278	278
Total Operating Revenues	227,384	31,090	-	258,474	258,474
<u>Operating Expenses:</u>					
Operations & Maintenance	65,418	4,596	-	70,014	70,014
Professional Services	21,786	-	-	21,786	21,786
Econ. Dev. Program Support Grant	75,000	-	-	75,000	75,000
Site Development Expense	485,753	-	-	485,753	485,753
Buildings/Furniture/Equipment (Capita	33,098	-	-	33,098	33,098
Balance Sheet Absorption	(33,098)	-	-	(33,098)	(33,098)
Depreciation	48,336	-	-	48,336	48,336
Total Operating Expenses	696,293	4,596	-	700,889	700,889
Operating Revenue (Expense)	(468,909)	26,494	-	(442,415)	(442,415)
<u>Non-Operating Revenues (Expenses):</u>					
Other Interest Income	29,179	21,003	-	50,182	50,182
Interest Expense	(36,744)	-	-	(36,744)	(36,744)
Total Non-Operating Rev (Exp)	(7,565)	21,003	-	13,438	13,438
Change in Net Assets	(476,474)	47,497	-	(428,977)	(428,977)
Net Assets - Beginning	10,255,957	4,019,638	(2,562,240)	11,713,355	11,713,355
Net Assets - Ending	\$ 9,779,483	\$ 4,067,135	\$ (2,562,240)	\$ 11,284,378	\$ 11,284,378

Genesee Gateway Local Development Corp. (GGLDC)

Strategic Investments - SUMMARY

Fiscal Years 2024 - 2028

	2024	2025	2026	2027	2028	5 Yr Totals:	Comments	
Sources of Funds: Available for GGLDC Project Investments & Operations Support								
Opening GGLDC "Reserved for Strategic Investments" Cash Balances	3,209,374	2,994,174	2,763,832	2,533,490	2,303,148	3,209,374	Includes loan repayments from: HP Hood \$500K loan (March 2019); Freightliner \$234K loan (July 2019); HP Hood \$367K loan (Feb 2022); Upstate Niagara \$367K loan (Sept 2022)	
NYS Homes & Community Renewal Loan Repayments	270,410	146,800	146,800	146,800		710,810		
Other:								
Solar Projects - Funding for Workforce Development & Econ. Dev. Program Support	25,000					25,000	Solar projects agree to pay \$25K each at the completion of their projects to support Workforce Development Initiatives, along with the overall ED Program. 15 community solar projects have closed to date. [Funding from Oak Orchard Solar 3, LLC received in 2024.]	
CH4Biogas - Right of First Refusal	20,000					20,000	\$20K deposit becomes revenue on 4/3/24 - can no longer be applied to purchase price	
Genesee County Chamber of Commerce CDBG Loan Repayments						-	Represents actual collections only - opportunity for future loan payments to be received. One loan remaining. [Principal balance @ 3.31.24 - Kanaley \$9,260 (in collections)]	
Total Sources of Funds	3,524,784	3,140,974	2,910,632	2,680,290	2,303,148	3,965,184		
Uses: Strategic and Operational Investments:								
Real-Estate Development / Shovel-Ready Site Development Related:							5 Yr Totals:	Comments
Other Reserved Funds ; Water Works Corp and Sewer Works Corp - Start-up Costs	(50,000)					(50,000)	Original placeholder of \$100K; \$50K transferred in 2023; Balance reserved.	
Subtotal Real-Estate Development / Shovel-Ready Site Development	(50,000)	-	-	-	-	(50,000)		
Economic Development Program Support:								
Economic Development Program Grant (GGLDC to GCEDC)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(1,500,000)	Approvals necessary for 2025 forward.	
LDC Operations Costs & Site Infrastructure Maint. (excluding MTC)	(85,000)	(85,000)	(85,000)	(85,000)	(85,000)	(425,000)	Memo Only - Funds insurance, mowing, Fire District fees/property taxes, GGLDC audit fee, legal fees and other misc operating expenses (unreimbursable H, Sichernman services, GABLLC operating expenses, etc).	
Subtotal Investments in Economic Development Program	(385,000)	(385,000)	(385,000)	(385,000)	(385,000)	(1,925,000)		
Strategy, Workforce Development & Entrepreneurship:								
BOCES - Purchase of Training Equipment & Working Capital	(25,855)					(25,855)	WFD Agreement with BOCES approved 3.25.21	
Training - HP Hood & Upstate Niagara	(50,000)					(50,000)	WFD Agreements with HP Hood and Upstate Niagara approved 3.25.21	

Genesee Gateway Local Development Corp. (GGLDC)
Strategic Investments - SUMMARY
Fiscal Years 2024 - 2028

	2024	2025	2026	2027	2028	5 Yr Totals:	Comments
Workforce Development Reserve	(100,461)					(100,461)	Reserve of Cash on Hand from Solar Project funding committed to WFD (plus interest earned on reserved cash); 15 community solar projects have closed to date; funding from seven committed to WFD. Includes training for Seneca Nation members.
Workforce Development Consultant	-	(30,000)	(30,000)	(30,000)	(30,000)	(120,000)	Placeholder for continued efforts for workforce development consultant as critical pillar to GCEDC/GGLDC Tech Based Economic Development Model. 2024 services are being contracted by the GCEDC, utilizing dedicated funds from Genesee County.
GLOW YMCA - Health Living Project						-	
Subtotal Workforce Development & Entrepreneurship Investments	\$ (176,316)	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)	(296,316)	
Other Cash Activity:							
Common Area Charges - GVAB & BETP	\$ 16,473	\$ 6,858	\$ 6,858	\$ 6,858	\$ 6,858	43,905	
Land Lease Payments	\$ 33,200	\$ 31,000	\$ 31,000	\$ 31,000	\$ 31,000	157,200	
Internal (Borrowings) Repayments - thru date of worksheet						-	
Interest Income	\$ 31,033					31,033	
Subtotal - Other	\$ 80,706	\$ 37,858	\$ 37,858	\$ 37,858	\$ 37,858	232,138	
Total Uses of Funds	(530,610)	(377,142)	(377,142)	(377,142)	(377,142)	(2,039,178)	
Cumulative Year-End Cash Balances	2,994,174	2,763,832	2,533,490	2,303,148	1,926,006	1,926,006	
Opportunities:							
Genesee County Chamber of Commerce CDBG Loan Portfolio - Additional Repayments [Principal balance @ 3.31.24 - Kanaley \$9,260 (in collections)]							
Additional Solar Projects w/ \$25K each committed to Workforce Development & Ec. Dev. Program Support							
Land Sales:							
- GVAB - CH4Biogas - 20 acres (\$1M)							
- BETP - Fancher - 15 acres							
Note - Plug Power Community Investment Agreement - \$900K/Year for 20 years - First payment received January 2023 [tracked separately]; 2024 payment not received yet as of 3.31.24.							

Mark Masse

Audit & Finance Committee

May 2, 2024

Right of First Refusal (ROFR) for Ag Park CH4Biogas

Discussion: Attached is a ROFR for a 20 acre parcel located at the Ag Park.

Fund Commitment: None.

Board Action Request: Recommend approval of the ROFR.

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT (this "Agreement") is made as of the latest date indicated on the signature page of this Agreement (the "Effective Date") by and between **GENESEE AGRIBUSINESS LLC** ("Landowner"), with an address at 99 MedTech Drive, Suite 106, Batavia, New York 14020, and **CH4 BIOGAS, LLC**, a Delaware limited liability company located at 30 Lakewood Circle North, Greenwich, Connecticut 06830 ("Option Holder").

Recitals

A. Landowner is the owner in fee of certain real property totaling approximately 20 acres, located at Ellicott Street Road, Batavia, New York 14020, as more particularly described as Tax map ID #20.-1-108.1 and as set out in the legal description at **Exhibit A** (the "Property").

B. Option Holder wishes to obtain an option to purchase the Property from Landowner, together with certain appurtenant rights over, across, to and through other portions of the Property, and Landowner is willing to sell the Property and grant such appurtenant rights to Option Holder, all on and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, the parties hereto agree as follows:

1. Grant of Option. Landowner hereby grants to Option Holder an exclusive and irrevocable option (the "Option") to purchase the Property exercisable by Option Holder or its Designee at any time during the Term, defined below, at \$50,000 per acre. Landowner represents and warrants that, as of the date hereof, Landowner holds fee simple title to the Property and knows of no liens or encumbrances that would prohibit the sale of the Property.
2. Deposit. Option Holder shall make a Forty Thousand and no/100 U.S. Dollars (\$40,000.00) non-refundable deposit ("Deposit") to Landowner within three (3) business days following the Effective Date. Such Deposit shall be credited against the total purchase price at closing, if applicable.
3. Term of Option. The term of the Option (the "Term") shall be for a total of twelve (12) months, provided that Option Holder makes the Deposit to Landowner in accordance with the terms of Section 2 of this Agreement, beginning on the Effective Date, provided, however, that Option Holder shall have the right at any time prior to exercising the Option to terminate this Agreement by giving written notice to Landowner.
4. Method of Exercising Option. Option Holder may exercise the Option at any time during the Term by delivering written notice to Landowner of such exercise, such notice to be delivered to Landowner at the address written above, unless Landowner has otherwise provided an alternative address to Option Holder in writing (hereinafter the "Exercise Notice"). The parties

agree thereafter to execute a Purchase and Sale Agreement in the form attached hereto as Exhibit B.

5. Intended Use. Landowner hereby consents to the Option Holder's intended use of the Property to construct, operate and maintain a biodigester system and other systems that, in Option Holder's sole opinion, are reasonably related to said biodigester system (the "Intended Use"). Landowner will reasonably cooperate with efforts to obtain any required permitting or approval as may be necessary for the Intended Use by Option Holder.

6. Due Diligence Activities. During the Term, Option Holder or its representatives shall have, and Landowner hereby grants Option Holder, the right of access to the Property during reasonable business hours for the purpose of obtaining building permits and approvals, completing non-invasive environmental studies, and performing other customary due diligence activities to evaluate the proposed use of the Property under the Purchase and Sale Agreement (collectively, the "Due Diligence Activities"). Notwithstanding anything to the contrary stated herein or otherwise, it is expressly agreed and acknowledged that in no event shall Option Holder or its representatives be permitted to conduct any invasive testing on the Property, including, but not limited to, Phase II environmental site assessments, without Landowner's prior written consent, which it may grant, condition, and/or withhold in its sole and absolute discretion. Notwithstanding the foregoing, Landowner hereby agrees to allow Option Holder to conduct a suitability study including but not limited to ground boring and the collection of soil samples, and neither of these activities shall be considered "invasive testing" for the purposes of this Agreement. Option Holder will notify Landowner of the location of the Due Diligence Activities and will endeavor to minimize any inconvenience to Landowner. All data and other information derived from such Due Diligence Activities shall be and remain the sole property of Option Holder. Option Holder shall repair or reimburse Landowner for the cost of any damages caused by Option Holder's Due Diligence Activities. In addition, Option Holder will be responsible for all costs incurred by it in conducting the Due Diligence Activities. Additionally, prior to permitting any contractor, agent, person or entity to enter onto the Property for any purposes, Option Holder shall deliver to Landowner evidence of commercial general liability insurance and automobile liability insurance coverage maintained by Option Holder, as well as commercial general liability insurance coverage and automobile liability insurance coverage for each such contractor, agent, person or entity, with each such policy having a combined single limit per occurrence for personal injury and property damage of not less than One Million Dollars (\$1,000,000); provided, however, no such certificates shall be required of any subcontractor of an environmental engineer and/or contractor which has provided Landowner with the requisite certificate. All policies required by this section shall name Landowner as an additional insured thereon. Each such insurance policy shall be maintained with an insurer that is reasonably acceptable to Landowner, and the form and scope of coverage shall be reasonably acceptable to Landowner. Option Holder and each such contractor shall also maintain workers compensation insurance, if required by applicable law, in no less than the minimum statutory amount.

7. Right of First Refusal. It is further agreed that, should Landowner, or Landowner's heirs, executors, successors, or assigns, at any time during the Term receive an offer to purchase the Property or any part of the Property, and Landowner desires to accept such offer, or should Landowner during any such time make an offer to sell the Property or any part of the Property or

transfer the beneficial interest in any land trust in which the Property or any part of the Property are held, Landowner shall give Option Holder ninety (90) days' written notice of such offer setting forth the name and address of the proposed purchaser or new beneficiary, with executed copies of all relevant documents, the amount of the proposed purchase price (including a full and fair allocation of the proposed purchase price attributable to the Property if the offer includes property in addition to the Property or a portion of the Property) and all other terms and conditions of such offer. Option Holder shall then have the first option to purchase the Property or the beneficial interest covered in the offer by giving written notice to Landowner of its intention to purchase within such 90-day period at the same price (or allocated price, if applicable) and on the same terms as any such offer. For the purposes of this provision, an offer to sell shall include any assignment of beneficial interest if the Property is held in a trust. Whether or not the Property set forth in the offer is sold or the beneficial interest is transferred, Option Holder shall have, upon the same conditions and notice, the continuing first option to purchase the Property or beneficial interest or any part of the Property upon the terms of any subsequent offer or offers to purchase. If any of the foregoing options are exercised, Landowner shall convey marketable and insurable title to the Property in fee simple or convey the beneficial interest in a land trust by good and sufficient stamped warranty deed or assignment of beneficial interest, as the case may be, and free from all encumbrances whatsoever. Settlement of the purchase price and conveyance to Option Holder shall be made within ninety (90) days from the date of exercise. Taxes, utilities, rents, and other expenses shall be adjusted as of the date of closing by Option Holder. Landowner shall bear all costs of subdivision, replat, or surveying, to the extent any are required.

8. Brokers. Landowner and Option Holder each warrant and represent to the other that neither has employed or dealt with a real estate broker or agent in connection with the transaction contemplated hereby for which the other party hereto will have any responsibility or liability whatsoever. Landowner and Option Holder covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of, or in any manner related to, the alleged employment, engagement, or use by the indemnifying party of any real estate broker or agent. The foregoing indemnification obligation shall survive the termination of this Agreement.

9. Notices. All notices or other communications required or permitted hereunder shall, unless otherwise provided herein, be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed to the receiving party at the address set forth below its respective signature on the signature page hereto. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any party may change its address for purposes of this section by giving written notice of such change to the other party in the manner provided in this section.

10. Intentionally Omitted.

11. Assignment. Option Holder shall not have the right to assign its rights, duties and obligations pursuant to this Agreement or any of its rights hereunder without the prior written consent of Landowner, which consent shall not be unreasonably conditioned, withheld, and/or

delayed; provided, however, Option Holder shall be permitted to assign this Agreement to any affiliate or subsidiary, or to an entity created for the potential acquisition contemplated herein without obtaining Landowner's consent so long as the Option Holder named herein remains fully responsible for the performance of all of Option Holder's obligations under this Agreement. No assignment shall be effective unless and until Option Holder provides Landowner with a notice of assignment together with a copy of the applicable assignment and assumption agreement.

12. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity, including but not limited to a temporary restraining order. Each party hereto (a) agrees that it shall not oppose the granting of such specific performance or other relief and (b) hereby irrevocably waives any requirements for proving that monetary damages would be an insufficient remedy or the security or posting of any bond in connection with such relief.

13. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, successors, and assigns. The parties each agree to do, execute, acknowledge, and deliver all such further acts, instruments, and assurances, and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby. This Agreement shall be governed by and in accordance with the laws of the State of New York. If any clause or provision of this Agreement is held by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu of such illegal, invalid, or unenforceable provision a provision as similar in terms as is possible and be legal, valid, and enforceable. In the event that either party hereto commences an enforcement action against the other to enforce its rights hereunder, the prevailing party in such enforcement action shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to such enforcement action, whether incurred before or after a final decision on such enforcement action. This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof and supersedes all prior agreements in respect to the subject matter hereof, if any, between the parties. This Agreement may not be amended, modified, or discharged, nor may any of its terms be waived, except by an agreement in writing signed by the parties. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This Agreement, along with any amendments hereto, to the extent signed and delivered by means of PDF, DocuSign, E-mail, a facsimile machine, or other means of electronic signature and transmission, shall be treated in all manner and respects and for all purposes as an original signed agreement or amendment and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person.

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

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals hereto as of the day and year indicated next to their signatures.

LANDOWNER

GENESEE AGRI-BUSINESS LLC, a New York limited liability company

Date: _____

By: _____

Name: _____

Title: _____

OPTION HOLDER

CH4 BIOGAS, LLC, a Delaware limited liability company

Date: _____

By: _____

Name: _____

Title: _____

Mowing contract for MedTech and Ag Park

Discussion: The GGLDC has solicited bids to mow the following:

1. Property located at 8750 Ag Park Drive, mow bi weekly starting April 1 through October 31
2. Mowing of the green space around 99 MedTech Drive, the Upstate MedTech Centre, weekly for 16 weeks.

The following bids were received:

1. Bubba's Landscape – Declined to bid
2. ~~Craig's Mowing and Landscape - \$3,760~~ *can't meet insurance requirements*
3. S&S Excavating & Blacktop - \$6,400
4. Scalia's Landscape - \$3,920
5. Fava Brothers - \$9,900

Fund commitment: \$3,760 from operational funds of MedTech and Ag Park.

Board action request: Approval of mowing contract for \$3,760 to Craig's Mowing and Landscape

Increase in legal fees for land sale for MedTech Landing, LLC

Discussion: Attached is a resolution for the Board to approve the increase in legal fees for the land sale here at MedTech Park. There was a number of unforeseen issues with this land sale as it related to the mortgage releases from Five Star Bank and the USDA that resulted in additional legal fees in excess of the original approved amount of \$10,000.

Fund Commitment: \$31,436 to be paid out of the land sale proceeds.

Board Action Request: Recommend approval of the increase in legal fees.

3e

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

AUTHORIZING RESOLUTION

(Payment of Legal Fees relating to the Sale of Land to MedTech Landing, LLC)

A regular meeting of the Genesee Gateway Local Development Corporation (the "Corporation") was convened on May 2, 2024, at 4:00 p.m.

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

Resolution No. # __/2024 - __

RESOLUTION OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION AUTHORIZING (I) THE INCREASE IN PREVIOUSLY APPROVED AMOUNT OF LEGAL FEES TO BE PAID TO HARRIS BEACH PLLC WHICH WERE INCURRED IN CONNECTION WITH THE CORPORATION'S SALE OF CERTAIN VACANT LAND LOCATED AT ASSEMBLYMAN R. STEPHEN HAWLEY DRIVE, TOWN OF BATAVIA, GENESEE COUNTY, NEW YORK; AND (II) THE EXECUTION AND DELIVERY OF ANY DOCUMENTS NECESSARY AND INCIDENTAL TO THE FOREGOING.

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, pursuant to Resolution No. #12/2022-01 and Resolution No. # __/2024- __, the Corporation previously authorized the sale of vacant land located at Assemblyman R. Stephen Hawley drive, Town of Batavia, Genesee County, New York (the "Land") to **MEDTECH LANDING, LLC**, a New York limited liability company (the "Sale") and the Sale occurred on April 12, 2024; and

WHEREAS, the Resolution No. #12/2022-01 provided that Harris Beach PLLC would be entitled to attorney fees not to exceed \$10,000.00; and

WHEREAS, due to unforeseen substantive title issues, including but not limited to extensive negotiations with Five Star Bank and USDA, the Corporation's counsel, Harris Beach PLLC, was required to spend additional time to bring the Sale to a successful conclusion; and

WHEREAS, the Corporation now desires to adopt a resolution increasing the amount of legal fees authorized to be paid to Harris Beach PLLC in connection with the Sale.

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.

Section 2. The Corporation hereby authorizes the payment of the additional legal fees owed to Harris Beach PLLC in connection with the Sale.

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 pay all such fees, charges and expenses 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.), in the total amount of \$31,436.00.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Donald Cunningham	[]	[]	[]	[]
Jonathan Tretter	[]	[]	[]	[]
Sarah Noble-Moag	[]	[]	[]	[]
Gregg Torrey	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Mark Brooks	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Pete Zeliff	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.