

**Genesee Gateway Local Development Corp.**  
**Meeting Agenda**  
Thursday, March 2, 2017  
Location: Upstate MedTech Centre – Suite 107

<b>PAGE #</b>	<b>1.0</b>	<b>Call to Order</b>	<b>5:35pm</b>
	1.1	Enter Public Session	
	<b>2.0</b>	<b>Chairman's Report and Activities</b>	<b>5:35pm</b>
	2.1	Upcoming Meetings: <b>Next Scheduled Board Meeting: Thursday, March 30<sup>th</sup> at 4pm</b> <b>Annual Meeting: Friday, March 3<sup>rd</sup> at 12:00pm</b> Audit & Finance Committee Meeting: Thursday, March 30 <sup>th</sup> at 3pm	
	2.2	Agenda Additions/ Deletions / Other Business	
<b>2-7</b>	2.3	Minutes: February 19, 2017 & February 2, 2017 <b>**Vote</b>	
	<b>3.0</b>	<b>Report of Management</b>	<b>5:40pm</b>
	3.1	Nothing at this time.	
	<b>4.0</b>	<b>Audit &amp; Finance Committee</b>	<b>5:40pm</b>
<b>8-11</b>	4.1	H. Sicherman Contract <b>**Vote</b>	
	<b>5.0</b>	<b>Governance &amp; Nominating Committee</b>	<b>5:45pm</b>
<b>12-13</b>	5.1	Mission Statement & Measurement Report <b>**Vote</b>	
<b>14</b>	5.2	Authority Self-Evaluation of Prior Year Performance <b>**Vote</b>	
	<b>6.0</b>	<b>Other Business</b>	<b>5:50pm</b>
	6.1	Nothing at this time.	
	<b>7.0</b>	<b>Adjournment</b>	<b>5:50pm</b>

## New York State Local Public Authority Mission Statement and Measurement Report

**Local Public Authority Name:** Genesee Gateway Local Development Corporation (GGLDC)

**Fiscal Year:** January 1, 2017 – December 31, 2017

**Enabling Legislation** (enables Local Public Authority Mission Statement): LDCs are formed and empowered to conduct certain projects pursuant to Not-For-Profit Corporation Law § 1411. Distinguished from IDAs (which exist as public benefit corporations), LDCs are established as charitable corporations that are empowered to construct, acquire, rehabilitate and improve for use by others, industrial or manufacturing plants in the territory in which its operations are principally to be conducted (“Benefited Territory”) and to make loans. LDCs can provide financial assistance for the construction, acquisition, rehabilitation, improvement, and maintenance of facilities for others in its Benefited Territory. Specific LDC powers include the ability to: (i) disseminate information and furnish advice, technical assistance and liaison services to Federal, State and local authorities; (ii) to acquire by purchase, lease, gift, bequest, devise or otherwise, real or personal property; and (iii) to borrow money and to issue negotiable bonds, notes and other obligations. LDCs are empowered to sell, lease, mortgage or otherwise dispose of or encumber facilities or any real or personal property or any interest therein.

**Mission Statement:** GGLDC's mission is to assist local economic development efforts by making real estate development investments to bolster shovel-ready tech and industrial park development and to provide tax and other related financial assistance to commercially viable projects in Genesee County thereby enabling the continued development of a sustainable long-term economy.

### **2017 Measurements:**

1. Actively maintain and enhance other shovel-ready and high-tech commercialization assets owned by GGLDC in Genesee County.
2. Support the GCEDC economic development and selling process helping to facilitate capital investment and job creation commitments and tax base enhancement in the community.

**Authority Stakeholder(s):** Genesee County Legislature

**Authority Beneficiaries:** The residents and taxing jurisdictions of Genesee County

**Authority Customers:** The Business Community of Genesee County

**Authority self-evaluation of prior year performance** (based upon established measurements): To Be provided by March 31, 2018 related to 2017 performance.

**Governance Certification:**

1. Have the Board members acknowledged that they have read and understood the mission of the public authority?

Board of Directors Response: Yes

2. Who has the power to appoint management of the public authority?

Board of Directors Response: The Board of Directors

3. If the Board appoints management, do you have a policy you follow when appointing the management of the public authority.

Board of Directors Response: The Board has not adopted a final, written policy; however, the Board follows the prudent and reasonable past practice of appointing responsible individuals.

4. Briefly describe the role of the Board and the role of management in the implementation of the mission.

Board of Directors Response: The role of the Board regarding the implementation of the public authority's mission is to provide strategic input, guidance, oversight, mission authorization, policy setting and validation of the authority's mission, measurements and results. The role of management is to collaborate with the Board in strategy development / strategy authorization and to implement established programs, processes, activities and policies to achieve the public authority's mission.

5. Has the Board acknowledged that they have read and understood the response to each of these questions?

Board of Directors Response: Yes

## Authority Self-Evaluation of Prior Year Performance

**Local Public Authority Name:** Genesee Gateway Local Development Corporation (GGLDC)

### **2016 Measurements:**

1. Actively maintain and enhance other shovel-ready and high-tech commercialization assets owned by GGLDC in Genesee County.
2. Support the GCEDC economic development and selling process helping to facilitate capital investment and job creation commitments and tax base enhancement in the community.

### **2016 Budgeted goals versus actual results:**

1. In 2016, the GGLDC continued to actively market and promote all of its shovel-ready and high-tech commercialization assets, while performing normal maintenance such as mowing, cleaning and sign care. The GGLDC is also constantly reviewing the industry requirements of companies to ensure that our corporate business parks have the necessary infrastructure to be competitive and meet those potential companies' needs.
2. Supported the GCEDC economic development and selling processes, helping to facilitate capital investment and job creation commitments and tax base enhancement in the community.



**Thursday, January 19, 2017  
Upstate MedTech Centre – Suite 107  
5:50 PM**

**GGLDC MINUTES**

**Attendance**

Board Members: T. Felton, P. Battaglia, M. Gray, J. Rizzo, C. Yunker, M. Wiater, S. Noble-Moag  
 Staff: S. Hyde, M. Masse, L. Farrell, E. Richardson, C. Suozzi, R. Tabelski, P. Kennett  
 Guests: J. Krencik (The Daily News)  
 Absent: H. Upson

**1.0 Call to Order**

**1.1 Enter Public Session**

T. Felton called the meeting to order at 5:55 p.m. in the Upstate MedTech Centre Innovation Zone conference room.

**2.0 Chairman’s Report and Activities**

**2.1 Upcoming Meetings** – T. Felton reviewed the upcoming meeting dates with the Board.

**Next Scheduled Board Meeting: Thursday, February 2<sup>nd</sup> at 4:00pm**

Audit & Finance Committee Meeting: Tuesday, January 31<sup>st</sup> at 3pm

**2.2 2017 Board Meeting Schedule** – T. Felton reminded everyone that the 2017 board meeting schedule has been distributed and to let L. Farrell know if you have any conflicts. This schedule will now be posted to the website to maintain compliance with ABO requirements.

**2.3 Agenda Additions/Deletions/Other Business** – None.

**2.4 December 1, 2016 Minutes** –

**M. Gray made a motion to approve the December 1, 2016 Minutes as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
M. Wiater -	Yes	P. Battaglia -	Yes
H. Upson -	Absent	C. Yunker -	Yes
J. Rizzo -	Yes	M. Gray -	Yes

The item was approved as presented.

**3.0 Report of Management**

3.1 Nothing at this time.

**4.0 Audit & Finance Committee**

**4.1 November 2016 Financial Statements** – T. Felton informed the Board that all expenditures are in line with the budget except as noted. We received \$304.5K in EDA grant funds in November as reimbursement for GVAB improvements. The project for this grant changed and L. Farrell doesn’t expect to receive \$15,162 balance of this grant receivable. She will be working on proper recording to reverse this receivable.

The Committee recommends the November 2016 financial statements to the full board for approval.

**P. Battaglia made a motion to approve the November 2016 Financial Statements as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
M. Wiater -	Yes	P. Battaglia -	Yes
H. Upson -	Absent	C. Yunker -	Yes
J. Rizzo -	Yes	M. Gray -	Yes

**The item was approved as presented.**

**4.2 D&O Insurance Renewal** – T. Felton shared that Lawley Genesee has provided a proposal for renewal of the current D&O Policy with Travelers. The renewal price is \$445 less than the current policy. The current policy expires on 2/23/17.

L. Farrell reminded the board that the committee reviewed several options for D&O Insurance in 2016. At that time the deductible was increased from \$1,000 to \$10,000. This expense is split 50/50 by the GCEDC and the GGLDC and is within each entity's budget for 2017.

The Committee recommends the D&O insurance renewal to the full board for approval.

**M. Gray made a motion to approve the D&O Insurance Renewal as presented; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
M. Wiater -	Yes	P. Battaglia -	Yes
H. Upson -	Absent	C. Yunker -	Yes
J. Rizzo -	Yes	M. Gray -	Yes

**The item was approved as presented.**

**4.3 Yancey's Fancy Loan Fund Request** – T. Felton shared that Yancey's Fancy has requested up to \$420,000 from RLF #2. The company has an outstanding loan with the GCEDC and 2 other outstanding loans with the GGLDC that will be paid off in the process of incurring this new debt. The loan would bear an interest rate of 3%, with a five-year amortization maturing in approximately March of 2022.

Staff has recommended a \$420,000 loan to Yancey's Fancy. This loan will consist of up to \$234,000 from RLF#2, with the balance being a refinance of the two existing loans outstanding with the Genesee Gateway Local Development Corp. (GGLDC). This is contingent upon Yancey's Fancy paying off the existing loan outstanding with the GCEDC.

The Committee recommends this to the full board for approval.

**C. Yunker made a motion to approve the Yancey's Fancy Loan Fund Request as presented; the motion was seconded by M. Wiater. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
M. Wiater -	Yes	P. Battaglia -	Yes
H. Upson -	Absent	C. Yunker -	Yes
J. Rizzo -	Yes	M. Gray -	Yes

**The item was approved as presented.**

**4.4 Workforce Training Program Contract – ABC Grant Funds - \$7,500** – T. Felton shared that the GGLDC has received a proposal to utilize the majority of the remaining grant funds from the America's Best Communities Award in

the amount of \$7,500 to set up a Certificate based program in LeRoy High School and Byron-Bergen High School for Professional Skills Training. This will be a one-time set up that can be made part of the school's normal curriculum and can be sustainable with no further funding.

The Committee recommends this to the full board for approval.

**C. Yunker made a motion to approve the Workforce Training Program Contract for ABC Grant funds for \$7,500 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
M. Wiater -	Yes	P. Battaglia -	Yes
H. Upson -	Absent	C. Yunker -	Yes
J. Rizzo -	Yes	M. Gray -	Yes

**The item was approved as presented.**

**4.5 H. Sicherman & Co., Inc. Contract Extension** – T. Felton shared that H. Sicherman & Co. was under contract for the 2016 year to assist the GGLDC with various grant applications and compliance reporting, specifically assisting with Office of Community Renewal (OCR) grants. This contract had an original approval of \$15,000 in expenditures that were unreimbursable under grants, with a total expenditure approval of \$25,000. In January of 2017, the GGLDC issued a request for proposals to solicit interest from companies to assist with these programs in 2017. This RFP is a requirement under OCR guidelines. When speaking with H. Sicherman regarding final billing under the existing 2016 contract, it was noted that there was an increase in the anticipated activity, along with their associated time and billing attributable to these tasks, due to three OCR grants that were monitored by the OCR for final closeout. H. Sicherman & Co. worked with OCR during their compliance review to ensure all grant guidelines were met, so that OCR could officially close out those grants. The three grants that were closed out originated in 2009, 2011 and 2012. Since the GGLDC does not have an existing contract in place, we are seeking an extension to H. Sicherman & Co.'s contract through February 28, 2017. We are also requesting an increase in the total contract amount of \$10,000 (total contract now \$35,000) with \$5,000 of that being an increase to the unreimbursable amount (total unreimbursable now \$20,000) to cover the increase in the costs attributable to those grant close outs.

The Committee is recommending to extend the contract through February 28, 2017 with H. Sicherman & Co., along with increasing the total contract by \$10,000 (total contract now \$35,000).

**P. Battaglia made a motion to approve the H. Sicherman & Co., Contract Extension as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
M. Wiater -	Yes	P. Battaglia -	Yes
H. Upson -	Absent	C. Yunker -	Yes
J. Rizzo -	Yes	M. Gray -	Yes

**The item was approved as presented.**

**4.6 Appraisals for Gateway II, Buffalo East Technology Park, MedTech Park, and Ag Park** – The GGLDC has received a proposal to update the existing appraisals that were completed by Shell Associates for all of the corporate parks (Gateway II, Buffalo East Tech Park, MedTech Park and Ag Park). Per Harris Beach, in accordance with PAAA and PARIS, these appraisals should be updated every few years. The last appraisals the GGLDC had completed was in 2010, 2012 and 2013. Shell Associates has given a quote for \$500 per park, the GGLDC has 4 parks that would be re-appraised, for a total cost of \$2,000. This expense was not budgeted for.

The Committee recommends the Shell Associates contract for approval not to exceed \$2,000 for park appraisals.

S. Noble-Moag made a motion to approve the Appraisals for Gateway II, Buffalo East Technology Park, MedTech Park, and Ag Park as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

T. Felton -	Yes	S. Noble-Moag -	Yes
M. Wiater -	Yes	P. Battaglia -	Yes
H. Upson -	Absent	C. Yunker -	Yes
J. Rizzo -	Yes	M. Gray -	Yes

The item was approved as presented.

**4.7 Audit Services Engagement Letter** – T. Felton shared that there was an increase in price of \$300 from last year’s audit services. The Agency is required to switch audit partners every 5 years. The current partner has two more years after 2016 before we would be required to switch. The Committee recommends approval of signing the engagement letter with Mostert, Manzanero & Scott, LLP for 2016 Audit Services, not to exceed \$11,000.

P. Battaglia made a motion to approve the Audit Services Engagement Letter as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

T. Felton -	Yes	S. Noble-Moag -	Yes
M. Wiater -	Yes	P. Battaglia -	Yes
H. Upson -	Absent	C. Yunker -	Yes
J. Rizzo -	Yes	M. Gray -	Yes

The item was approved as presented.

**5.0 Governance & Nominating Committee**

5.1 Nothing at this time.

**6.0 Other Business**

6.1 Nothing at this time.

**7.0 Adjournment**

As there was no further business, C. Yunker made a motion to adjourn at 6:05 p.m., which was seconded by S. Noble-Moag and passed unanimously.





**Thursday, February 2, 2017  
Upstate MedTech Centre – Suite 107  
5:50 PM**

**GGLDC MINUTES**

**Attendance**

Board Members: T. Felton, M. Gray, J. Rizzo, C. Yunker, M. Wiater, H. Upson, G. Torrey  
Staff: S. Hyde, M. Masse, L. Farrell, E. Richardson, C. Suozzi, R. Tabelski, P. Kennett  
Guests: P. Zelif (GCEDC Board Member), M. Davis (GCEDC Board Member), J. Krencik (The Daily News)  
Absent: P. Battaglia, S. Noble-Moag

**1.0 Call to Order**

**1.1 Enter Public Session**

T. Felton called the meeting to order at 4:41 p.m. in the Upstate MedTech Centre Innovation Zone conference room.

**2.0 Chairman’s Report and Activities**

**2.1 Upcoming Meetings** – T. Felton reviewed the upcoming meeting dates with the Board.

**Next Scheduled Board Meeting: Thursday, March 2<sup>nd</sup> at 4:00pm**

**Annual Meeting: Friday, March 3<sup>rd</sup> at 12:00pm**

**Audit & Finance Committee Meeting: Tuesday, February 28<sup>th</sup> at 3pm – Rescheduled to 1:00pm**

**2.2 Agenda Additions/Deletions/Other Business** – None.

**3.0 Report of Management**

**3.1** Nothing at this time.

**4.0 Audit & Finance Committee**

**4.1 December 2016 Unaudited Financial Statements** – T. Felton informed the Board that all expenditures are in line with the budget except as noted. Accounts payable includes a significant number of payables that were recorded in preparation of the audit. A DHCR grant was received in December for US Gypsum in the amount of \$53,171. \$45,000 were released to US Gypsum as part of the grant, the balance was used to pay H. Sicherman administration fees.

The Committee recommends approval of the December 2016 Unaudited financial statements.

**M. Gray made a motion to approve the December 2016 Unaudited Financial Statements as presented; the motion was seconded by M. Wiater. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Absent
M. Wiater -	Yes	P. Battaglia -	Absent
H. Upson -	Yes	C. Yunker -	Yes
J. Rizzo -	Yes	M. Gray -	Yes

The item was approved as presented.

**5.0 Governance & Nominating Committee**

5.1 Nothing at this time.

**6.0 Other Business**

6.1 Nothing at this time.

**7.0 Adjournment**

As there was no further business, M. Wiater made a motion to adjourn at 4:45 p.m., which was seconded by C. Yunker and passed unanimously.

# GGLDC

Lezlie Farrell – Finance & Operations

## Board Meeting Report

March 2, 2017

### 4.1 H. Sicherman & Company, Inc. Contract

The GGLDC issued a Request for Proposal on 1/4/17 for technical consulting services in the areas of community and economic development. One proposal was received from H. Sicherman & Company, Inc. We are requesting approval of a contract with H. Sicherman & Company, Inc. for 2017 services. Harry Sicherman provides technical services in the areas of economic development, community development, management and administrative services related to the Community Development Block Grant (CDBG) Program.

The GGLDC previously entered into an agreement with H. Sicherman & Company, Inc. for services from 1/1 – 2/18/17 .

Contract charges for 2017 under the proposed agreement, including charges pursuant to the prior agreement entered into, shall not exceed \$25,000.

Contract charges for 2017 that are not reimbursable to the GGLDC from third-party sources, including charges pursuant to the prior agreement entered into, shall not exceed \$15,000.

## AGREEMENT

Made this      day of                      , 2017 by and between **GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION**, a New York not-for-profit corporation having its principal offices at 99 MedTech Drive, Suite 106 Batavia, New York 14020 (hereinafter "GGLDC") and **H. SICHERMAN & COMPANY, INC.**, a New York Corporation with offices at 5852 Forest Creek Drive, East Amherst, New York 14051 (hereinafter "Contractor")

WITNESSETH:

WHEREAS, GGLDC issued a Request for Proposals (RFP) dated January 4, 2017 for the provision of technical services in the areas of community and economic development, and

WHEREAS, Contractor, in response to the RFP, submitted a proposal to GGLDC dated January 29, 2017, such proposal being incorporated herein as Exhibit A and made a part hereof (the "Proposal"); and

WHEREAS, the parties hereto are desirous of entering into an agreement for the provision of services by Contractor to GGLDC consistent with the Proposal;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### SCOPE OF SERVICES

Contractor shall provide the following services to GGLDC:

1. The provision of technical assistance necessary for the administration of CDBG projects including assistance in the areas of bookkeeping, record keeping, procurement, environmental review, labor standards, fair housing, reporting, audit, acquisition and relocation, grant closeout, and all other activities of a general administrative nature.
2. Assistance in the development, administration, and implementation of economic development projects, including requirements and systems necessary for compliance associated with the use of federal Community Development Block Grant (CDBG) funds; technical assistance regarding the financing of commercial and industrial projects; provision of credit analysis and loan portfolio management services; and all other factors associated with the provision of public financing for economic development activities.
3. Assistance in the procurement of funding for economic development projects including project and company evaluations, development of analysis and narratives for funding applications, negotiation and recommendations regarding financing terms and conditions, and other assistance required for the completion and submission of funding applications.
4. Assistance regarding the financing and development of real property including specific assistance related to the requirements of federal and state programs.
5. Other economic development services as may be requested by the GGLDC.

**REMUNERATION**

1. HSC labor will be charged at the following rates through December 31, 2017:

Harry Sicherman	.....\$175.00 per hour
R. Charles Bell	.....\$155.00 per hour
Elizabeth Kraus	.....\$140.00 per hour
Greg Merriam II	.....\$123.00 per hour
Richard W. Lippold	.....\$110.00 per hour
Robert Zabel	.....\$ 99.00 per hour
Rate in travel status	.....\$ 74.00 per hour (all personnel)

The labor rates for services provided in subsequent calendar years will be computed by multiplying the rates in effect for the prior year by 1.03 and rounding up to the next whole dollar amount.

2. Travel by private automobile will be charged at the maximum Federal reimbursement rate.
3. All other expenses will be charged at cost.
4. Contract charges for work performed in 2017, including charges by Contractor pursuant to any prior agreement with GGLDC, shall not exceed the sum of twenty-five thousand dollars (\$25,000.00) without the written authorization of the GGLDC.
5. Contract charges for 2017 that are not reimbursable to the GGLDC from third-party sources, including charges by Contractor pursuant to any prior agreement with GGLDC, shall not exceed the sum of fifteen thousand dollars (\$15,000.00) without the written authorization of the GGLDC.
6. Requisitions for payment shall be presented to GGLDC by Contractor in a standard invoice format and shall include a reasonable description of labor charges and expenses, including copies of receipts where appropriate. Payment shall be made by GGLDC within sixty (60) days of receipt of such requisition. For any delinquent payments due Contractor pursuant to this agreement, GGLDC shall pay to Contractor a late fee equal to one percent (.01) per month of the overdue amount.

**MISCELLANEOUS**

1. GGLDC and any of its duly authorized representatives shall have access to any books, papers, documents, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
2. Contractor shall retain all required records that are directly pertinent to this Agreement for four years after GGLDC has made final payment under this Agreement and all other pending matters are closed.
3. Contractor agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of GGLDC or its agents, and that neither Contractor, nor any of its officers or employees will by reason therefore, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of GGLDC.

4. Contractor acknowledges and agrees that neither Contractor nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by GGLDC, and that Contractor shall be solely responsible for maintaining such coverage to the extent required by law.
5. To the extent applicable, Contractor's services shall be subject to the provisions attached hereto as Exhibit B, "Federal Contract Provisions".
6. Contractor hereby indemnifies the Housing Trust Fund Corporation, its agents, and its employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of any services provided by Contractor pursuant to this Agreement that are being funded in whole or in part with New York State CDBG funds.
7. This Agreement may be amended or otherwise modified only upon the written agreement of the parties.
8. This Agreement shall supersede all prior agreements, written or oral, between the parties regarding the scope of services herein set forth.

**TERM OF AGREEMENT**

1. This Agreement shall become effective as of the date first above written.
2. This Agreement may be terminated by either party at any time without cause to be effected by written notification.
3. This Agreement shall terminate no later than December 31, 2017.

AGREED TO:

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Thomas Felton, Chairman

H. SICHERMAN & COMPANY, INC.

By: \_\_\_\_\_  
Harry Sicherman, President