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

<table>
<thead>
<tr>
<th>Page #</th>
<th>Topic</th>
<th>Discussion Leader</th>
<th>Desired Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Call To Order – Enter Public Session</td>
<td>M. Gray</td>
<td></td>
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<tr>
<td></td>
<td>Because of the Novel Coronavirus (COVID-19) Emergency and State and</td>
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<td></td>
<td>Federal bans on large meetings or gatherings and pursuant to Governor</td>
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<td></td>
<td>Cuomo’s Executive Order 202.1 issued on March 12, 2020 suspending the</td>
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<tr>
<td></td>
<td>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.</td>
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<tr>
<td>1a.</td>
<td>Executive Session: Nothing at this time.</td>
<td>M. Gray</td>
<td></td>
</tr>
<tr>
<td>2a.</td>
<td>Agenda Additions / Other Business</td>
<td>M. Gray</td>
<td></td>
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<tr>
<td>2b.</td>
<td>Minutes: September 1, 2020</td>
<td></td>
<td>Vote</td>
</tr>
<tr>
<td>3.</td>
<td>Discussions / Official Recommendations to the Board:</td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td>3a. $33M STAMP Grant Review YTD</td>
<td>L. Farrell</td>
<td>Discussion</td>
</tr>
<tr>
<td>7</td>
<td>3b. $8M STAMP Grant Review YTD</td>
<td>L. Farrell</td>
<td>Discussion</td>
</tr>
<tr>
<td>8-10</td>
<td>3c. August 2020 Financial Statements</td>
<td>L. Farrell</td>
<td>Disc / Vote</td>
</tr>
<tr>
<td>3d.</td>
<td>Auditor Selection</td>
<td>L. Farrell</td>
<td>Discussion</td>
</tr>
<tr>
<td>3e.</td>
<td>Insurance Selection</td>
<td>L. Farrell</td>
<td>Discussion</td>
</tr>
<tr>
<td>11-12</td>
<td>3f. Land Lease Rates</td>
<td>M. Masse</td>
<td>Disc / Vote</td>
</tr>
<tr>
<td>13-23</td>
<td>3g. CPL Proposal for Apple Tree Acres Stormwater Pond</td>
<td>M. Masse</td>
<td>Disc / Vote</td>
</tr>
<tr>
<td>24-25</td>
<td>3h. CPL Conceptual Planning &amp; Marketing Services</td>
<td>J. Krencik</td>
<td>Disc / Vote</td>
</tr>
<tr>
<td>4.</td>
<td>Adjournment</td>
<td>M. Gray</td>
<td>Vote</td>
</tr>
</tbody>
</table>
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. Krenck, 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
M. Gray - Yes  
A. Young - Yes  
P. Zeliff - Yes

The item was added to the agenda.

2b. Minutes: August 4, 2020

P. Zeliff 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. Zeliff - 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. Zeliff - 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. Zeliff           - 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. Zeliff           - 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.
| Draws #1-13 | GURF #14 | GURF #15 | GURF #16 | NYISO Refund | 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:**
- $4,895,065.32

**Total GURF Amount:**
- $6,141,053.97
- $152,944.26
- $327,578.94
- $264,000.65
- $(18,793.00)
- $183,031.47
- $123,638.96
- $122,263.51
- $218,737.45
- $31,764.00
- $9,310.23
- $9,725.00
- $38,803.00
- $192,851.54
- $554,934.10
- $8,528.56

**Date of FSC Request:**
- 4/9/2019
- 5/9/2019
- 6/7/2019
- 7/15/2019
- 8/15/2019
- 9/26/2019
- 11/8/2019
- 1/18/2020
- 3/2/2020
- 4/29/2020
- 6/1/2020
- 6/23/2020
- 7/29/2020
- 9/14/2020

**Date FSC 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)

**Grant Balance Remaining:**
- $19,649,283.60
**$8M STAMP Grant Activity Review YTD**

<table>
<thead>
<tr>
<th></th>
<th>GURF #1</th>
<th>GURF #2</th>
<th>GURF #3</th>
<th>GURF #4</th>
<th>GURF #5</th>
<th>GURF #6</th>
<th>GURF #7</th>
<th>GURF #8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total GURF Amount:</td>
<td>$543,395.44</td>
<td>$510,500.61</td>
<td>$209,173.81</td>
<td>$559,985.76</td>
<td>$293,879.80</td>
<td>$267,799.23</td>
<td>$146,981.00</td>
<td>$204,812.96</td>
</tr>
</tbody>
</table>

- **Grant Amount:** $8,000,000.00
- **Cumulative Amount of Grant Funds Expended:** $(2,331,715.65)
- **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**

<table>
<thead>
<tr>
<th>ASSETS:</th>
<th>8/31/20</th>
<th>7/31/20</th>
<th>[Per Audit]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash - Unrestricted</td>
<td>$1,927,575</td>
<td>$1,948,230</td>
<td>$1,409,323</td>
</tr>
<tr>
<td>Cash - Restricted (A1)</td>
<td>10,276,245</td>
<td>11,386,894</td>
<td>13,742,990</td>
</tr>
<tr>
<td>Cash - Reserved (B)</td>
<td>790,436</td>
<td>790,242</td>
<td>788,561</td>
</tr>
<tr>
<td>Cash - Subtotal</td>
<td>12,994,256</td>
<td>14,125,366</td>
<td>15,940,874</td>
</tr>
<tr>
<td>Grants Receivable (G)</td>
<td>50,850</td>
<td>51,106</td>
<td>386,091</td>
</tr>
<tr>
<td>Accts Receivable - Current (C)</td>
<td>343,416</td>
<td>311,760</td>
<td>397,089</td>
</tr>
<tr>
<td>Deposits</td>
<td>2,832</td>
<td>2,832</td>
<td>2,832</td>
</tr>
<tr>
<td>Prepaid Expense(s) (4)</td>
<td>4,183</td>
<td>4,876</td>
<td>33,355</td>
</tr>
<tr>
<td>Loans Receivable - Current</td>
<td>56,123</td>
<td>51,750</td>
<td>51,450</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>13,451,660</strong></td>
<td><strong>14,547,690</strong></td>
<td><strong>16,811,691</strong></td>
</tr>
<tr>
<td>Land Held for Dev. &amp; Resale (S)</td>
<td>15,246,417</td>
<td>14,544,757</td>
<td>13,886,275</td>
</tr>
<tr>
<td>Furniture, Fixtures &amp; Equipment</td>
<td>67,982</td>
<td>67,982</td>
<td>67,982</td>
</tr>
<tr>
<td><strong>Total Property, Plant &amp; Equip.</strong></td>
<td><strong>15,314,399</strong></td>
<td><strong>14,612,739</strong></td>
<td><strong>13,954,257</strong></td>
</tr>
<tr>
<td>Less Accumulated Depreciation (67,962)</td>
<td>(67,962)</td>
<td>(67,956)</td>
<td>(67,917)</td>
</tr>
<tr>
<td><strong>Net Property, Plant &amp; Equip.</strong></td>
<td><strong>15,246,437</strong></td>
<td><strong>14,544,783</strong></td>
<td><strong>13,886,340</strong></td>
</tr>
<tr>
<td>Accts Receivable - Non-current (E)</td>
<td>279,650</td>
<td>279,650</td>
<td>559,295</td>
</tr>
<tr>
<td>Loans Receivable - Non-current (Net of $47,429 Allow for Bad Debt)</td>
<td>272,073</td>
<td>276,802</td>
<td>309,788</td>
</tr>
<tr>
<td><strong>Other Assets</strong></td>
<td><strong>551,723</strong></td>
<td><strong>556,452</strong></td>
<td><strong>869,083</strong></td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>29,249,820</strong></td>
<td><strong>29,648,925</strong></td>
<td><strong>31,567,114</strong></td>
</tr>
</tbody>
</table>

#### DEFERRED OUTFLOWS OF RESOURCES
- Deferred Pension Outflows (12)
  - Deferred Outflows of Resources
    - 160,725

#### LIABILITIES:
- Accounts Payable (7)
  - 4,488
- Loan Payable - Genesee County - Current (8)
  - 290,000
- Accrued Expenses (9)
  - 40,808
- Unearned Revenue (10)
  - 8,237,966
- **Total Current Liabilities**
  - 8,573,262
- Loans Payable - ESD (11)
  - 5,196,487
- Loan Payable - Genesee County - Noncurrent (8)
  - 3,425,000
- Aggregate Net Pension Liability (12)
  - 199,875
- **Total Noncurrent Liabilities**
  - 8,821,362

**TOTAL LIABILITIES**
- 17,394,624

#### DEFERRED INFLOWS OF RESOURCES
- Deferred Pension Inflows (12)
  - Deferred Inflows of Resources
    - 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 - Termined 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.


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.


**(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

<table>
<thead>
<tr>
<th></th>
<th>Month to Date</th>
<th>YTD</th>
<th>2020 Budget</th>
<th>2020 YTD % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Genesee County</td>
<td>$19,459</td>
<td>$19,459</td>
<td>$155,673</td>
<td>$155,673</td>
</tr>
<tr>
<td>Fees - Projects</td>
<td>45,562</td>
<td>1,250</td>
<td>180,341</td>
<td>209,312</td>
</tr>
<tr>
<td>Fees - Services</td>
<td>6,707</td>
<td>6,687</td>
<td>53,656</td>
<td>53,496</td>
</tr>
<tr>
<td>Interest Income on Loans</td>
<td>317</td>
<td>327</td>
<td>2,647</td>
<td>2,483</td>
</tr>
<tr>
<td>Rent</td>
<td>200</td>
<td>3,110</td>
<td>7,321</td>
<td>11,762</td>
</tr>
<tr>
<td>Common Area Fees - Parks</td>
<td>-</td>
<td>-</td>
<td>700</td>
<td>-</td>
</tr>
<tr>
<td>Grants (1)</td>
<td>701,660</td>
<td>6,500</td>
<td>2,655,691</td>
<td>1,338,458</td>
</tr>
<tr>
<td>GGLDC Grant - Econ. Dev. Program Support</td>
<td>25,000</td>
<td>25,000</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>GCFC Grant - Econ. Dev. Program Support</td>
<td>-</td>
<td>-</td>
<td>50,000</td>
<td>-</td>
</tr>
<tr>
<td>BP² Revenue</td>
<td>-</td>
<td>-</td>
<td>177</td>
<td>735</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>52</td>
<td></td>
<td>6,994</td>
<td>5,489</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>798,905</td>
<td>62,385</td>
<td>3,313,200</td>
<td>1,977,408</td>
</tr>
<tr>
<td><strong>Operating Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General &amp; Admin</td>
<td>84,922</td>
<td>88,043</td>
<td>826,458</td>
<td>835,295</td>
</tr>
<tr>
<td>Professional Services</td>
<td>4,352</td>
<td>1,626</td>
<td>28,435</td>
<td>47,851</td>
</tr>
<tr>
<td>Site Maintenance/Repairs</td>
<td>901</td>
<td>2,925</td>
<td>3,720</td>
<td>8,377</td>
</tr>
<tr>
<td>Property Taxes/Special District Fees</td>
<td>-</td>
<td>-</td>
<td>2,533</td>
<td>2,951</td>
</tr>
<tr>
<td>PIF Expense</td>
<td>-</td>
<td>-</td>
<td>28,410</td>
<td>14,714</td>
</tr>
<tr>
<td>CBA Pass Through</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>205,125</td>
</tr>
<tr>
<td>Site Development Expense</td>
<td>409,276</td>
<td>3,350</td>
<td>1,407,653</td>
<td>674,167</td>
</tr>
<tr>
<td>Cost of Land Sales</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>950</td>
</tr>
<tr>
<td>Real Estate Development (2)</td>
<td>701,660</td>
<td>4,500</td>
<td>1,360,142</td>
<td>483,125</td>
</tr>
<tr>
<td>Balance Sheet Absorption</td>
<td>(701,660)</td>
<td>(4,500)</td>
<td>(1,360,142)</td>
<td>(483,125)</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>499,451</td>
<td>95,944</td>
<td>2,297,209</td>
<td>1,789,430</td>
</tr>
<tr>
<td><strong>Operating Revenue (Expense)</strong></td>
<td>299,454</td>
<td>(33,559)</td>
<td>1,015,991</td>
<td>187,978</td>
</tr>
<tr>
<td><strong>Non-Operating Revenue (Expense)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Interest Income</td>
<td>2,231</td>
<td>9,506</td>
<td>17,413</td>
<td>29,104</td>
</tr>
<tr>
<td>Econ. Dev. Loan Fund (LDC/County)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(233,764)</td>
</tr>
<tr>
<td><strong>Total Non-Operating Revenue (Expense)</strong></td>
<td>2,231</td>
<td>9,506</td>
<td>17,413</td>
<td>(204,660)</td>
</tr>
<tr>
<td><strong>Change in Net Assets</strong></td>
<td>301,685</td>
<td>(24,053)</td>
<td>1,033,404</td>
<td>(16,682)</td>
</tr>
<tr>
<td>Net Assets - Beginning</td>
<td>11,604,247</td>
<td>10,723,132</td>
<td>10,872,528</td>
<td>10,715,761</td>
</tr>
<tr>
<td>Net Assets - Ending</td>
<td>$11,905,932</td>
<td>$10,699,079</td>
<td>$11,905,932</td>
<td>$10,699,079</td>
</tr>
</tbody>
</table>

**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.
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.
### 2021 Land Lease Rates
**Agricultural leases**

#### Genesee County Economic Development Center

<table>
<thead>
<tr>
<th>Lessee</th>
<th>Location</th>
<th>Term</th>
<th>Acres</th>
<th>Rate / acre</th>
<th>Total rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Augello</td>
<td>AppleTree Acres</td>
<td>One year</td>
<td>57</td>
<td>$60.00</td>
<td>$3,420.00</td>
</tr>
<tr>
<td>Stein Farms</td>
<td>Oatka Hills</td>
<td>One year</td>
<td>18.5</td>
<td>$60.00</td>
<td>$1,110.00</td>
</tr>
<tr>
<td>Englerth Farms</td>
<td>Leroy</td>
<td>One year</td>
<td>73</td>
<td>$60.00</td>
<td>$4,380.00</td>
</tr>
<tr>
<td>Norm Geiss</td>
<td>STAMP</td>
<td>One year</td>
<td>129</td>
<td>$60.00</td>
<td>$5,460.00</td>
</tr>
<tr>
<td>Del Mar Farms</td>
<td>STAMP</td>
<td>One year</td>
<td>100.3</td>
<td>$60.00</td>
<td>$6,018.00</td>
</tr>
<tr>
<td>Lamb Farms</td>
<td>STAMP</td>
<td>One year</td>
<td>60</td>
<td>$65.00</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>Lamb Farms</td>
<td>STAMP</td>
<td>One year</td>
<td>450</td>
<td>$3.98</td>
<td>$1,791.00</td>
</tr>
<tr>
<td>Call Farms</td>
<td>STAMP</td>
<td>One year</td>
<td>129</td>
<td>$3.35</td>
<td>$432.15</td>
</tr>
</tbody>
</table>
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 that 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:

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

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.
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

[Signature]

Andrew R. Kosa, P.E.
Principal Associate

Enclosure

Proposal Accepted By:

Signature: _______________________________ Date: ____________________

GCEDC
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. Accommodating 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:  
Title:  
Date: 9/4/2020

**Liberty Pumps, Inc.**

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

[Signature]

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