

Genesee County Economic Development Center

Meeting Agenda

Thursday, January 7, 2021

Location: Electronically

PAGE #

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|-------------|--|---------------|
| 1.0 | Call to Order | 4:00pm |
| | 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 Board Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person. | |
| | 1.1 Enter Executive Session | 4:00pm |
| | Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: | |
| | 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. | |
| | 1.2 Enter Public Session | 4:10pm |
| 2.0 | Chairperson's Report & Activities | 4:10pm |
| | 2.1 Upcoming Meetings:
Next Scheduled Board Meeting: Thursday, February 4th at 4:00 p.m.
Audit & Finance Committee Meeting: Tuesday, February 2 nd at 8:30 a.m.
STAMP Committee Meeting: Tuesday, February 2 nd at 10:30 a.m.
Governance & Nominating Committee Meeting: Thursday, February 4 th at 3:00 p.m. | |
| | 2.2 Agenda Additions / Deletions / Other Business **Vote | |
| | 2.3 Minutes: December 3, 2020 **Vote | |
| 3.0 | Report of Management – | 4:15pm |
| | 3.1 Nothing at this time. | |
| 4.0 | Audit & Finance Committee – M. Gray | 4:15pm |
| | 4.1 November 2020 Financial Statements **Vote | |
| | 4.2 2021 County Funding Contract **Vote | |
| | 4.3 ECIDA Shared Services Agreement **Vote | |
| 5.0 | Governance & Nominating Committee – C. Yunker | 4:25pm |
| | 5.1 Nothing at this time. | |
| 6.0 | STAMP Committee – A. Young | 4:25pm |
| | 6.1 Proposals for survey of ROW for USFWS force main **Vote | |
| | 6.2 Barn Lease **Vote | |
| 7.0 | Employment & Compensation Committee – T. Bender | 4:35pm |
| | 7.1 Nothing at this time. | |
| 8.0 | Housing Committee – P. Battaglia | 4:35pm |
| | 8.1 Nothing at this time. | |
| 9.0 | Other Business | 4:35pm |
| | 9.1 Nothing at this time. | |
| 10.0 | Adjournment | 4:35pm |

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**GCEDC Board Meeting
Thursday, December 3, 2020
Location: Electronically
4:00 PM**

GCEDC MINUTES

Attendance

Board Members: C. Yunker, T. Bender, M. Gray, C. Klotzbach, P. Battaglia, P. Zelif, A. Vanderhoof
Staff: L. Farrell, M. Masse, L. Casey, J. Krencik, S. Hyde, C. Suozzi, P. Kennett
Guests: D. Cunningham (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), M. Wiater (GGLDC Board Member), G. Torrey (GGLDC Board Member)
Absent:

1.0 Call to Order

P. Zelif called the meeting to order at 4:02 p.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 call / video conference instead of a public meeting open for the public to attend in person.

1.1 Enter Executive Session

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:03 p.m. for the following reasons:

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.

The motion was seconded by M. Gray and approved by all members present.

1.2 Enter Public Session

A. Vanderhoof made a motion to enter back into public session at 4:23 p.m., seconded by M. Gray and approved by all members present.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, December 17th at 4:00 p.m.

Employment & Compensation Committee Meeting: Thursday, December 17th at 3:00 p.m.

2021 Draft Meeting Schedule

2.2 Agenda Additions / Deletions / Other Business- Nothing at this time.

2.3 Minutes: October 29, 2020 and November 5, 2020

M. Gray made a motion to approve the October 29, 2020 and November 5, 2020 minutes as presented; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 Workforce GLOW With Your Hands Virtual Website- C. Suozzi provided an overview of the website that will be used as part of the GLOW With Your Hands virtual event this year.

4.0 Audit & Finance Committee

4.1 October 2020 Financial Statements- L. Farrell noted the following:

- On the balance sheet, restricted cash decreased due to large expenditures related to STAMP and the County \$4M.
- Accounts receivable decreased. We received the 3rd Quarter Economic Development Program Support Grant and the MedTech Centre Property Management Fee from the GGLDC.
- Accounts payable increased. We received PIF funds from Yancey’s Fancy that will be remitted to the Town of Pembroke.
- On the P&L, we did not close on any projects in October. Origination fees are still under budget. However, by year end, we anticipate exceeding budgeted origination fee revenue.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the October 2020 Financial Statements as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

4.2 Insurance Renewal / Extension - Renewal information from Selective Insurance was included with Committee and Board Packet Materials. Tompkins also provided a summary and comparison of 2021 versus 2020 costs.

The committee previously discussed having Tompkins obtain alternative insurance proposals for 2021. It is recommended that 60-90 days are allowed for that process, giving insurance companies enough time to understand who we are and what we do so that they can give us the best prices possible.

The Committee considered two options:

1. To accept the proposal from Selective Insurance and keep them as the carrier for 2021 or
2. Extend coverage with Selective Insurance through the end of February while Tompkins works on obtaining alternative insurance proposals allowing companies more time to provide thoughtful quotes.

Option 2 was recommended for approval by the Committee.

M. Gray made a motion to extend coverage at 100% Coinsurance with Selective through the end of February 2021; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

4.3 Cleaning Services – During 2019, staff reached out to four cleaning companies to obtain quotes for 2020 cleaning services. Commercial Cleaning, the company that was currently being used, continued to offer a competitive price and we continue to be satisfied with the services. New quotes were not obtained for 2021 services.

Fund Commitment: Up to \$6,000, included in the 2021 GCEDC Budget.

This was recommended for approval by the Committee.

M. Gray made a motion to approve 2021 cleaning services not to exceed \$6,000; the motion was seconded by C.Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

4.4 Key Bank Line of Credit - The GCEDC has a line of credit in place with KeyBank to help with the contracts associated with the \$33M prior to NYS setting up an imprest account. The credit limit at the time was \$10M. At the July 31, 2018 meeting, the GCEDC voted to reduce the available credit limit from \$10M to \$1M. This line of credit (LOC) is up for renewal. These are the same terms as the previous year.

If the GCEDC were to cancel this LOC and look to open one in the future when needed it would be responsible for the attorney fees for drawing up new loan documents. In the past, Key Bank has not charged any type of upfront or closing fees, but in the current uncertain economic situation they can't commit to not charging additional fees if this line was closed and a new one opened in a year or two.

Key Bank did offer a second alternative to convert the current \$1M committed revolver to a demand line of credit. This was discussed last year and it would eliminate the non-usage fee and ultimately afford the GCEDC the comfort of having a line in place if needed, however there is no guarantee that the money is available during the negotiated term. Moving forward there are only internal bank credit reviews/renewals, but no need to sign or update documentation annually unless the terms were to change. Any future modifications to the line are always less expensive and normally faster if the line is existing. The one caveat to a demand line is the bank can call the line as opposed to the current committed line which has an agreed upon term and maturity date.

If the GCEDC decided to go with the demand line of credit, the bank can always change it back to a committed revolver if necessary.

The Committee recommended conversion to the demand line of credit.

M. Gray made a motion to convert this line of credit to a demand line of credit, the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

4.5 Greater Rochester Enterprise Funding - Greater Rochester Enterprise (GRE) is our regional economic development organization supported by a team of private and public-sector leaders dedicated to improving economic performance in Genesee County as part of a nine-county region in the Finger Lakes Region.

GRE's primary goals are to retain and expand existing business and to professionally market the region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, GRE collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities.

GRE also actively markets our region to talented professionals that are sought by companies in Genesee County and those that are pursuing projects at our major industrial parks.

The funding requested to support GRE's mission enables the GCEDC to fully access GRE's sales and marketing talent and assets, receive advocacy on behalf of our agency for all our parks, as well as an executive board seat that allows Steve Hyde to serve on GRE's Board of Directors and on their Governance Committee.

GRE staff have shown a tireless commitment to supporting and advocating for our economic development goals and strategies particularly as it relates to STAMP. Notably, the GRE provides strategy

development and advocacy that advanced STAMP as a regional priority both in the Finger Lakes Regional Economic Development Council and at the highest levels of New York State Government.

This was recommended for approval by the Committee.

M. Gray made a motion to approve an investment renewal of \$50,000 to Greater Rochester Enterprise for continued marketing and business development support for 2021; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

4.6 Invest Buffalo Niagara Funding – Invest Buffalo Niagara (InBN) is our non-profit regional economic development organization supported by a team of private and public-sector leaders dedicated to improving economic performance in Genesee County as part of an eight-county region in Western New York.

InBN's primary goals are to retain and expand existing business and to professionally market the region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, InBN collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities.

InBN also actively markets our region to talented professionals that are sought by companies in Genesee County and those that are pursuing projects at our major industrial parks.

The funding requested to support InBN is an integral partner in our sales/marketing efforts for the attraction of new companies and talent to our community, and advocacy in Western New York for Genesee County, the GCEDC, and the WNY STAMP Mega Site. The GCEDC's support includes a position on InBN's board of directors, enabling the regional strategy to be aligned with our goals in Genesee County.

InBN staff have shown a tireless commitment to supporting and advocating for our economic development goals and strategies, particularly as it relates to STAMP.

This was recommended for approval by the Committee.

M. Gray made a motion to approve an investment renewal of \$25,000 to Invest Buffalo Niagara for continued marketing and business development support for 2021; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

4.7 e3communications Public Relations Contract – e3communications is a professional media and public relations firm/consultant that works with the GCEDC to provide strategic public relation counsel regarding organizational messaging as projects and issues develop, as well as coordination and execution of special events, media relations, promotional materials and social media programming to support the GCEDC’s corporate attraction, expansion and retention missions; as well as the GCEDC’s workforce and entrepreneurial missions.

In 2020, e3communications directly assisted with the launch and coordinated media for the county’s economic Development Recovery Task Force and GCEDC project announcements, as well as positive media related to the Downtown Revitalization Initiative, the GCEDC’s shovel ready sites, and workforce development projects.

This was recommended for approval by the Committee.

M. Gray made a motion to approve the renewal of e3communications services for the January 1, 2020 to December 31, 2020 period at \$1,675 per month; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zelif

6.1 Clark Patterson Lee Bid Package Proposal – The process of the SPDES permit and USFWS permit are nearing completion and we would like to go out to bid for the construction of approximately 44,750 linear feet of 18-inch PVC and 20-inch HDPE pipe from the STAMP site to the direct discharge at Oak Orchard Creek. This project would be split into three bids.

Fund commitment: Not to exceed \$22,000 from the \$33 million NYS award.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the proposal from CPL to prepare the bid packages for the construction of the force main not to exceed \$22,000; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

6.2 First Amendment to MOU with Niagara County Water District – In March of 2019 the GCEDC and the NCWD approved a proposal from Wendel Engineering (NCWD’s engineer) to complete the design, engineering, permitting and identification of rights of way to be able to supply up to 6 mgd to the Genesee-Niagara County line, as well as the legal expense for their attorney (Seaman Norris) in connection with the proposal. Wendel has completed the design work at a 60% level and held a meeting with the GCEDC and CPL to discuss the status. The Board previously approved the \$169,000 contract with Wendel. We are now seeking approval on the \$2,500 to Seaman Norris, LLPC.

Fund Commitment: Not to exceed \$2,500 from the \$8 million NYS award.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the amendment to the MOU with NCWD not to exceed \$2,500; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

6.3 e3communications STAMP Public Relations Contract – e3communications, a professional media and public relations firm/consultant supports the Genesee County Economic Development Center’s STAMP project through active stakeholder public relations services. In 2020, assistance supported all levels of STAMP planning, sales and marketing.

e3communications also maintains and expands dedicated social media channels to promote and market WNY STAMP to various audiences, including those in economic development, workforce and higher education among others. This content also supports the GCEDC’s sales and marketing activities for the STAMP site, including directly with active sales leads.

Fund Commitment of \$24,000. Funding is available and budgeted in the 2021 GCEDC Operations/Marketing budget; and a National Grid grant has been requested to reimburse the agency for 25% of the contract amount.

This was recommended for approval by the Committee.

P. Zelif made a motion to renew e3communications STAMP public relations services for the January 1, 2021 to December 31, 2021 period at \$2,000 per month; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zelif -	Yes
C. Klotzbach -	Yes	M. Gray -	Yes
A. Vanderhoof -	Yes		

The item was approved as presented.

7.0 Empoyment & Compensation – T. Bender

7.1 Nothing at this time.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time.

9.0 Other Business

10.0 Adjournment

As there was no further business, T. Bender made a motion to adjourn at 4:48 p.m., which was seconded by C. Klotzbach and passed unanimously.

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

	<u>11/30/20</u>	<u>10/31/20</u>	[Per Audit] <u>12/31/19</u>
ASSETS:			
Cash - Unrestricted	\$ 2,228,285	\$ 1,911,583	\$ 1,409,323
Cash - Restricted (A)(1)	8,573,012	9,204,591	13,742,990
Cash - Reserved (B)	790,927	790,771	788,561
Cash - Subtotal	<u>11,592,224</u>	<u>11,906,945</u>	<u>15,940,874</u>
Grants Receivable (2)	69,850	54,850	386,091
Accts Receivable- Current (3)	343,403	314,695	397,089
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	2,105	2,797	33,355
Loans Receivable - Current	51,923	56,217	51,450
Total Current Assets	<u>12,062,337</u>	<u>12,338,336</u>	<u>16,811,691</u>
Land Held for Dev. & Resale (5)	15,541,910	15,206,923	13,886,275
Furniture, Fixtures & Equipment	67,982	67,982	67,982
Total Property, Plant & Equip.	<u>15,609,892</u>	<u>15,274,905</u>	<u>13,954,257</u>
Less Accumulated Depreciation	(67,979)	(67,974)	(67,917)
Net Property, Plant & Equip.	<u>15,541,913</u>	<u>15,206,931</u>	<u>13,886,340</u>
Accts Receivable- Non-current (6)	279,650	279,650	559,295
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	257,865	262,605	309,788
Other Assets	<u>537,515</u>	<u>542,255</u>	<u>869,083</u>
TOTAL ASSETS	<u>28,141,765</u>	<u>28,087,522</u>	<u>31,567,114</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (12)	160,725	160,725	160,725
Deferred Outflows of Resources	<u>160,725</u>	<u>160,725</u>	<u>160,725</u>
LIABILITIES:			
Accounts Payable (7)	4,119	61,359	927,789
Loan Payable - Genesee County - Current (8)	290,000	290,000	285,000
Accrued Expenses (9)	65,214	56,917	12,608
Unearned Revenue (10)	7,440,668	8,024,624	10,408,563
Total Current Liabilities	<u>7,800,001</u>	<u>8,432,900</u>	<u>11,633,960</u>
Loans Payable - ESD (11)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (8)	3,425,000	3,425,000	3,715,000
Aggregate Net Pension Liability (12)	199,875	199,875	199,875
Total Noncurrent Liabilities	<u>8,821,362</u>	<u>8,821,362</u>	<u>9,111,362</u>
TOTAL LIABILITIES	<u>16,621,363</u>	<u>17,254,262</u>	<u>20,745,322</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (12)	109,989	109,989	109,989
Deferred Inflows of Resources	<u>109,989</u>	<u>109,989</u>	<u>109,989</u>
NET ASSETS	<u>\$ 11,571,138</u>	<u>\$ 10,883,996</u>	<u>\$ 10,872,528</u>

Significant Events:

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

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

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

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

	Month to Date		YTD		2020	2020
	11/30/20	11/30/19	2020	2019	Board Approved Budget	YTD % of Budget
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 214,050	\$ 214,050	\$ 233,513	92%
Fees - Projects	390,746	34,616	588,660	259,209	392,000	150%
Fees - Services	6,707	6,687	73,777	73,557	80,483	92%
Interest Income on Loans	306	352	3,575	3,588	3,877	92%
Rent	9,369	3,780	22,558	18,722	23,995	94%
Common Area Fees - Parks	-	-	700	-	-	N/A
Grants (1)	604,744	143,705	3,528,842	1,812,391	26,022,377	14%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	275,000	275,000	300,000	92%
Land Sale Proceeds	-	90,000	-	90,000	-	-
GCFC Grant - Econ. Dev. Program Support	-	-	50,000	-	50,000	100%
Land Sale Proceeds	-	-	-	-	-	N/A
BP ² Revenue	399	404	744	1,139	2,698	28%
Other Revenue	-	52	7,133	6,142	5,000	143%
Total Operating Revenues	1,056,730	324,055	4,765,039	2,753,798	27,113,943	18%
<u>Operating Expenses</u>						
General & Admin	111,328	86,992	1,128,707	1,097,462	1,379,649	82%
Professional Services	3,100	1,500	34,639	52,592	96,000	36%
Site Maintenance/Repairs	1,396	390	6,965	9,547	17,000	41%
Property Taxes/Special District Fees	103	(3)	3,746	2,948	11,890	32%
PIF Expense	-	-	79,475	65,362	93,824	85%
CBA Pass Through	-	-	-	205,125	-	N/A
Site Development Expense	254,652	118,460	2,833,030	983,156	3,726,352	76%
Cost of Land Sales	-	46,104	-	47,054	-	N/A
Real Estate Development (2)	334,987	23,245	1,655,635	645,410	24,417,148	7%
Balance Sheet Absorption	(334,987)	(23,245)	(1,655,635)	(645,410)	-	N/A
Total Operating Expenses	370,579	253,443	4,086,562	2,463,246	29,741,863	0%
Operating Revenue (Expense)	686,151	70,612	678,477	290,552	(2,627,920)	
<u>Non-Operating Revenue (Expense)</u>						
Other Interest Income	991	8,049	20,133	39,630	5,000	0%
Econ. Dev. Loan Fund (LDC/County)	-	-	-	(233,764)	-	N/A
Total Non-Operating Revenue (Expense)	991	8,049	20,133	(194,134)	5,000	0%
Change in Net Assets	687,142	78,661	698,610	96,418	\$ (2,622,920)	
Net Assets - Beginning	10,883,996	10,733,518	10,872,528	10,715,761		
Net Assets - Ending	\$ 11,571,138	\$ 10,812,179	\$ 11,571,138	\$ 10,812,179		

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.

Genesee County Economic Development Center
November 2020 Dashboard
Statement of Cash Flows

	November 2020	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 19,459	\$ 233,509
Fees - Projects	396,246	882,805
Fees - Services	-	80,424
Interest Income on Loans	594	3,535
Rent	9,369	22,558
Common Area Fees - Parks	-	700
Grants	-	863,269
BP ² Revenue	399	744
GGLDC Grant - Economic Development Program Support	-	300,000
GCFC Grant - Economic Development Program Support	-	50,000
Other Revenue	-	7,133
Repayment of Loans	9,034	51,450
General & Admin Expense	(103,169)	(1,045,783)
Professional Services	(4,600)	(45,492)
Site Maintenance/Repairs	(1,396)	(6,965)
Site Development	(254,652)	(3,529,352)
Property Taxes/Special District Fees	(103)	(3,746)
PIF Expense	(51,065)	(79,475)
Improv/Additions/Adj to Land Held for Development & Resale	(334,987)	(1,868,317)
Net Cash Used By Operating Activities	(314,871)	(4,083,003)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(285,000)
Net Cash Used By Noncapital Financing Activities	-	(285,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	150	19,353
Net Change in Cash	(314,721)	(4,348,650)
Cash - Beginning of Period	11,906,945	15,940,874
Cash - End of Period	\$ 11,592,224	\$ 11,592,224
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 686,151	\$ 678,477
Depreciation Expense	5	62
(Increase) Decrease in Operating Accounts/Grants Receivable	(43,708)	647,674
Decrease in Prepaid Expenses	692	31,250
Decrease in Loans Receivable	9,034	51,450
Increase in Land Held for Development & Resale	(334,987)	(1,655,635)
Decrease in Operating Accounts Payable	(56,399)	(920,992)
Increase in Accrued Expenses	8,297	52,606
Decrease in Unearned Revenue	(583,956)	(2,967,895)
Total Adjustments	(1,001,022)	(4,761,480)
Net Cash Used By Operating Activities	\$ (314,871)	\$ (4,083,003)

**AGREEMENT BETWEEN
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
AND
COUNTY OF GENESEE
FOR 2021**

THIS AGREEMENT made effective the _____ day of _____, 20____

by and between the **COUNTY OF GENESEE**, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at 15 Main Street, Batavia, New York, 14020, (hereinafter "County"), and the **GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, organized pursuant to Section 895-3 of the General Municipal law, with its principal office located at 99 MedTech Drive, Suite 106, Batavia, New York, 14020 (hereinafter "GCEDC").

WHEREAS, it is in the best interest of the County that the many advantages of Genesee County be promoted to those who may be interested in establishing, maintaining or expanding business and industry in the County of Genesee, in order to create new employment opportunities and to maintain a healthy economy and,

WHEREAS, equally as important is the ability to retain within the County the employment already located there and,

WHEREAS, the GCEDC is organized for the purpose of promoting and encouraging economic development within the County and,

WHEREAS, the Genesee County Legislature and the Genesee County Economic Development Center are desirous of consummating a partnership agreement for continuing an energetic and continuing program of promoting industrial and economic development and enhancing the economic climate of Genesee County and,

WHEREAS, the purpose of this Agreement is to carry out in a legal and proper manner the provisions of Section 852 of the General Municipal Law of the State of New York, which Section does authorize the County to appropriate funds for the purpose of encouraging industrial development within the County.

NOW, THEREFORE, in consideration of the agreements and promises herein contained the parties hereto do hereby agree as follows:

1. The GCEDC agrees that it will continue to employ a professional staff which will maintain a continuing program of identifying, locating and contacting business and industrial prospects who may be interested in establishing or expanding their business, manufacturing and/or industrial facilities within the County of Genesee and in connection therewith the GCEDC agrees that it will maintain up-to-date factual data on all aspects of the County of Genesee for use in promoting the advantages of the County.
2. The GCEDC will, through its professional staff, conduct an ongoing local business and industry expansion and retention program. As part of this program, the GCEDC will maintain close and frequent contact and communication with local businesses including industrial firms.
3. The GCEDC will assist prospective business and industrial employers in packaging financial assistance from a variety of public and private sources as appropriate for the construction of new or expanded facilities which will result in additional employment opportunities for residents of Genesee County.
4. The GCEDC will keep the County informed of its operations through the County Legislature's representative member of the GCEDC, by means of joint meetings which either party might request and through the submission of its proposed annual budget and annual report as set forth more particularly in Paragraph 7 herein.
5. The GCEDC will, through its professional staff, coordinate with the Director of the Genesee County Planning Department in implementing this program of economic development, particularly as it relates to a Land Use Plan which has been developed for Genesee County.
6. In full payment for the services to be performed by GCEDC as set forth herein, the County hereby agrees to pay and GCEDC hereby agrees to accept from the County, the sum of Two Hundred Thirty-Three Thousand Five Hundred and Thirteen Dollars (\$233,513.00), which is currently the amount designated to be paid to GCEDC in the County's 2021 budget.
7. Said payments will be made to the GCEDC upon submission of vouchers by the GCEDC in the form required by the County monthly in equal amounts.


8. Notwithstanding the total amount due to GCEDC as set forth above that was budgeted by the County, the County shall have the right in its sole discretion, upon twenty-one days (21) prior written notice to GCEDC, to be delivered by first class postal mail and/or electronic mail, to prospectively increase or decrease any or all of the monthly payments due and owing; provided however, that no such financial revisions shall be effective retroactively for any amounts already paid by the County to GCEDC.
9. It is intended by both GCEDC and the County that the GCEDC's status shall be that of an independent contractor, and that nothing in this Agreement shall be construed to create an employer/employee relationship between GCEDC and the County.
10. GCEDC, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason hereof, and that GCEDC will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the County including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit; and GCEDC will be completely legally responsible for all of its employees.
11. If the Internal Revenue Service or any other governmental agency questions or challenges the GCEDC's independent contractor status, then it is agreed that both the County and GCEDC shall have the right to participate in any conference, discussion, or negotiation with the governmental agency, irrespective of with whom, or by whom, such discussion or negotiations are initiated.
12. GCEDC shall perform all of its duties and services as set forth in this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.
13. GCEDC hereby agrees to indemnify, defend and hold harmless the County from and against all claims, losses, costs and damages (hereinafter collectively "Claims") arising out of any activities of GCEDC pursuant to the terms and conditions of this Agreement, including the cost of settling and defending any actions brought against the County. Each party shall provide the other party with timely notice of any Claims received and shall fully cooperate with each other to defend the same.

14. This Agreement and any transactions between the parties hereunder shall be governed by, construed and interpreted in accordance with the laws of the State of New York.
15. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless approved in writing by the parties.
16. The term of this Agreement shall commence on January 1, 2021 and will end on December 31, 2021.
17. The GCEDC agrees to submit to the County its Proposed Annual Budget for the year 2022 not later than September 1, 2021.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be affixed as of the day and year first above written.

COUNTY OF GENESEE

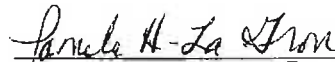
GENESEE COUNTY
ECONOMIC DEVELOPMENT CENTER


By: Rochelle M. Stein, Chair
Genesee County Legislature

By: _____, Chairman
Genesee County Economic Development Center

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

On this 10 day of December, in the year 2020, before me the undersigned, personally appeared Rochelle M. Stein _____, Genesee County Legislature Chair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.


Notary Public **Pamela H. LaGrou**
Notary Public, State of New York
No. 01LA6403727
Qualified In Genesee
My Commission Expires 02/03/2024

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

On this _____ day of _____, in the year 20____, before me the undersigned, personally appeared _____, Genesee County Economic Development Center Chairman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Notary Public

Mark Masse

GCEDC Audit & Finance Committee

January 7, 2021

Shared services agreement with Erie County Industrial Development Agency

Discussion: The GCEDC has a shared services agreement with Erie County Industrial Development Agency (ECIDA) for on call IT support services. The GCEDC had this agreement in 2016, 2017, 2018, 2019 and 2020 and has been very pleased with the service and response time to our issues. We would like to continue this agreement in 2021. The agreement is at an hourly rate of \$85. They also provide website hosting services for the GCEDC (\$600 annually), anti-virus software (\$720 annually), CRM Hosting (\$2,200 annually) and any version upgrade would be \$500 each occurrence as required.

The following amounts were included in the 2021 budget:

Professional Services - \$6,000 for ECIDA IT consultant (web hosting, anti-virus, hourly IT support)

Dues & Subscriptions - \$2,500 for ECIDA CRM Hosting (actual is \$2,200)

Fund commitment: Not to exceed \$6,000 as included in the Professional Services, and \$2,500 as included in Dues & Subscriptions line items of the 2021 budget.

Committee action request: Recommend approval of not to exceed \$8,500 for on call IT support services, website hosting, anti-virus software, CRM hosting and upgrades with ECIDA for 2021.



Service Agreement
For
Information Technology Support

January 1, 2021

Purpose

The purpose of this Service Agreement is to formalize an arrangement between ECIDA and GCEDC to deliver specific support services at an agreed-upon cost. The mission of the ECIDA is to provide resources that encourage investment, innovation and international trade – creating a successful business climate that improves the quality of life for the residents of the region. We feel that this agreement serves to further that mission. This document is intended to provide details of the provision of support services to GCEDC. This Service Agreement will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new hardware, software and services into the support portfolio provided to and from GCEDC.

Scope of Agreement

The following services are provided in response to the initiation of a support ticket from GCEDC staff to ECIDA support staff:

- 1.) Helpdesk support
- 2.) Software and hardware maintenance
- 3.) Security review and support
- 4.) Backup system review and support
- 5.) Server systems review, maintenance and support
- 6.) Network systems management and support
- 7.) Additional specialized software support
 - a. Peachtree
 - b. Microsoft CRM
 - c. Sophos Endpoint Protection
 - d. Others
- 8.) Website
 - a. Online application
 - b. FTP
 - c. Hosting
- 9.) Overall monitoring of hardware, software and network

Services and requests NOT covered under this agreement:

- 1.) Procurement of software or hardware
- 2.) Training
- 3.) Assistance with non-licensed or illegally obtained software

Changes to the Agreement

Termination

In the event that GCEDC or ECIDA wishes to terminate this agreement, 30-day notice of intent to terminate must be delivered to the opposite party. Any termination of the agreement prior to the conclusion of a project will not relieve GCEDC of the obligation to pay the fees owed to ECIDA for services performed and other charges owed to the ECIDA as agreed to in this Service Agreement.

Amendments

This agreement may be amended at any time. Any amendments must be agreed upon by designated management from GCEDC and ECIDA.

Process

In order to initiate a support ticket, GCEDC may use the following methods:

- 1.) Phone Call – Please leave the following information if you reach voicemail
 - a. Name
 - b. Best contact number
 - c. Available contact times
 - d. Short description of issue
 - e. Preferred method of return contact (email/phone)

- 2.) Email – Please include the following information
 - a. Best contact number
 - b. Available contact times
 - c. Detailed description of issue
 - d. Preferred method of return contact (email/phone)

Any major service requests requiring more than 8 hours will need approval from designated management at each organization.

ECIDA management reserves the right to prioritize any support requests.

Metrics

ECIDA will keep a log of support requests and resolutions. This log shall include the following information:

- 1.) Service summary
- 2.) Current status (In progress/complete)
- 3.) Service start date
- 4.) Service completed date
- 5.) Client contact (user requesting the service)

Upon request, the ECIDA will make a copy of this log available as an Excel spreadsheet.

Availability

Support staff will be available during normal ECIDA hours of operation. Any requests for service outside of designated hours must be approved by designated ECIDA management. Support staff will make their best effort to notify GCEDC main point of contact when vacation or personal time is scheduled in advance.

Costs

Hourly Rate: \$85, minimum charge of ½ hour. **(Quarterly Billing)**

Travel: Current Federal mileage reimbursement rate for privately owned vehicle.

Website Hosting:

\$50/mo for hosting **(\$600 Annual Invoice)**

- 1 Virtual Server instance (1 virtual processor, 1GB of RAM)
- 50GB of storage
- 1 x Concrete5 Site
- 1 x SQL Database
- Nightly Backup
- Off-Site Disaster Recovery Backup
- Lease of 1 static public IP address

***Upon notice of termination of hosting from either contracted entity, client will have 90 days to move the site(s) to a new host.*

Anti-Virus Software:

\$720/yr for the use of Endpoint Protection Software (Anti-Virus) licenses. **(\$720 Annual Invoice)**

- Coverage for up to 10 PCs
- Installation and software support
- Management of alerts, remediation and license renewals

Microsoft CRM Hosting (Appendix A): \$2200 **(Annual Invoice)**, \$500 major version upgrade fee **(as required)**

Billing will occur as noted above for each item. Invoices are payable within thirty (30) days of receipt.

Key Contacts

ECIDA – 95 Perry Street, Suite 403, Buffalo, NY 14203

716-856-6525

Brian Krygier – Systems Analyst (Support requests) x 501

Atiqa Abidi – Senior Accountant (Billing requests) x 122

Mollie Profic – Chief Financial Officer (Approval and change requests) x 123

GCEDC – 99 MedTech Drive, Suite 106, Batavia, NY 14020

585-343-4866

_____ (Main point of contact)

_____ (Billing contact)

_____ (Approval and change requests)

GCEDC

Name: _____

Title: _____

Signature: _____

ECIDA

Name: _____

Title: _____

Signature: _____

Appendix A

Microsoft CRM Hosting Detail (3-year term)

The Erie County Industrial Development Agency agrees to host a live instance of Microsoft CRM for Genesee County Economic Development Center according to the terms outlined below.

GCEDC will pre-pay \$2200 annually to ECIDA which will include:

- 1.) Security updates and software patches
- 2.) Nightly backup to ECIDA on-site storage
- 3.) Twice a week backup to encrypted off-site storage
- 4.) Server maintenance (other than software)
- 5.) Power and cooling
- 6.) Internet bandwidth

GCEDC will pay a \$500 version upgrade fee, as applicable, to ECIDA which will include:

- 1.) Major version upgrade of GCEDC CRM instance
- 2.) 6 non-transferrable user client access licenses for ECIDA's Windows Server, SQL Database Server and CRM Server
- 3.) Configuration of backup to include upgraded GCEDC CRM data
- 4.) Configuration of DNS for external access changes to <https://gcedc.ecidany.com>
- 5.) Upgrade and configuration assistance of Outlook CRM plug-in
- 6.) Import of customizations into upgraded GCEDC CRM instance

Additional users beyond the initial setup will be assessed and charged on a per user basis using current pricing information. Additional users may impact the annual fee. Notice of such an increase will be given along with cost information prior to setting up any additional users.

A copy of the ECIDA backup policy is available by request.

These terms will be in effect for 3 years, at which time ECIDA reserves the right to re-evaluate the annual fee based on system usage and backup capacity. If either party must terminate this agreement during the 3-year term, ECIDA agrees to provide GCEDC with their exported CRM customizations and SQL data. 30-day written notice must be provided by the party wishing to terminate the agreement. The file(s) will be provided within 7 days of termination and would allow GCEDC to continue running their instance either in-house or with CRM online. Licensing is non-transferrable from ECIDA and would not accompany the two files. If either party must terminate the agreement, a portion of the \$2200 annual fee will be returned on a prorated basis.

Mark Masse

**STAMP Committee
January 7, 2021**

Approval of survey contract for ROW through US Fish and Wildlife Refuge

Discussion: The GCEDC asked four companies for bids to survey the ROW for the forcemain through the wildlife refuge. The survey needs to be completed to the standards set for by US Fish and Wildlife. The results of the bids are as follows:

1. \$13,070 – Frandina Engineering and Land Surveying
2. \$23,900 – Kheops Architecture, Engineering and Surveying
3. Declined to bid – Welch & O'Donoghue
4. Declined to bid – Ravi Engineering and Surveying

Fund Commitment: Not to exceed \$13,070 to Frandina Engineering and Landscaping for STAMP survey work to be covered under the \$33 million.

Board Action Request: Approval of survey contract for STAMP.



FRANDINA ENGINEERING AND LAND SURVEYING, PC
CIVIL ENGINEERS AND LAND SURVEYORS
NYS Certified WBE and DBE Firm

PROPOSAL

1701 HERTEL AVENUE
BUFFALO, NEW YORK 14216
716.883.1299
www.FRANDINA.com

December 7, 2020

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

Sent via email to: zanderson@CPLteam.com
AKosa@CPLteam.com

**RE: Stamp ROW
Easement survey**

Dear Mark,

We have reviewed the US Fish and Wildlife Service permit requirements and took a field visit to estimate the number of trees needed to blaze. We are thoroughly familiar with the site and offer the following proposal.

Our proposal for our survey totals \$12,670 + printing at cost from Avalon
The printing of the mylars and 2 sets of drawings with delivery is estimated at \$400
Total proposal = \$13,070

This includes field work to:

- Set corner boundary monuments – materials to be provided by owner, about 8 Bernsten caps
- Mark and set posts along the property line every 500 ' as per the INWR permit – materials to be provided by owner, about 38 carbonite posts
- Blaze trees on the property line

CAD mapping includes:

- Preparation of standard boundary and topographic survey, not an ALTA as written in the permit sheet
- We will use our topographic data already collected for the mapping
- Written legal description in paper and Digital Word format – separate documents

Deliverables will be

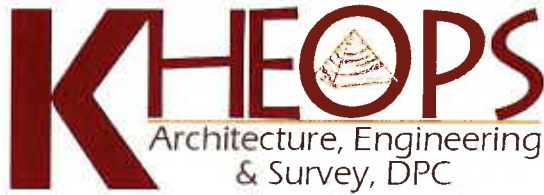
- 1 overall CAD file
- Approximately 12 sheets to show the entire taking of the 43'x 13,532' and 53'x 800' easement at 100 scale
- We will prepare separate sets for each County
- 1 Mylar set (+/- 12 sheets), 2 prints of the set (24 sheets) + CAD file – please confirm if these are required

Thank you for requesting this quote from us and please let us know your decision.

Very truly yours,

Rosanne Frandina, PE, LS
President

Cc: File 3923-6



Tel (716) 849-8739
Fax (716) 856-0981
www.kheopsdpc.com

300 Pearl Street
Suite 500
Buffalo, NY 14202

November 24, 2020

CPL
205 St. Paul Street
Suite 500
Rochester, NY 14604

Attn: Mr. Zach Anderson

Re: Genesee County Economic Development Center, Force main ROW Taking through the Iroquois Federal Refuge, Towns of Alabama & Shelby

Dear Mr. Anderson:

KHEOPS Architecture, Engineering & Survey, D.P.C. is pleased to provide you with this proposal to provide Professional Surveying Services in conjunction the above mentioned project. The scope of work is from information provided by CPL and the U.S Fish & Wildlife Service.

SCOPE OF WORK:

KHEOPS survey team will establish recoverable horizontal and vertical survey control at the project site for the ROW survey and future construction. We will utilize NYS plane coordinates NAD 83 horizontal and NAVD 88 vertical datums.

KHEOPS will provide survey and mapping services per the U.S. Fish & Wildlife Service requirements for the 14,340 LF taking for the installation of the new sanitary force main along Route 63.

All work will be completed under the direction of a New York State Licensed Land Surveyor.

ASSUMPTIONS:

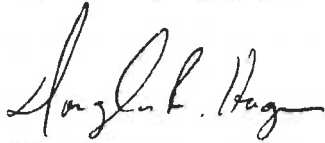
- **Current New York State prevailing wage rates apply.**
- Site access will be provided by owner.
- Deliverables will be per U.S. Fish & Wildlife Service requirements.

PROPOSED FEE:

Estimated fee including expenses is \$23,900.00

KHEOPS is looking forward to working with you on this project, please call (716) 849-8739 to address any questions or comments you may have concerning this matter. We assume a written contract will be developed upon approval of this proposal. KHEOPS is a certified Minority Business Enterprise.

Very truly yours,
KHEOPS Architecture, Engineering & Survey, D.P.C.

A handwritten signature in black ink, appearing to read "Douglas R. Hager". The signature is fluid and cursive, with a large initial "D" and "H".

Douglas R. Hager, P.L.S.
Director of Survey
DRH

Extension of Barn lease at STAMP site

Discussion: One of the local farmers rented the barn at the STAMP site to store some farm equipment over the winter. The current lease agreement expired on December 31, 2020. Attached is a proposed lease agreement for the property for through May 31, 2021.

Fund commitment: None.

Committee action request: Recommend approval of executing the lease agreement.

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT ("Lease") is made as of this ___ day of February, 2020 by and between Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, a New York public benefit corporation, having an office at 99 MedTech Drive, Batavia, New York 14020-3141 ("Lessor"), and Norm Geiss whose address is 739 Ackerson Road, Basom, New York 14013 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee simple owner of a certain parcel of real property commonly known as STAMP Parcel 9, containing an approximately 82 ft by 58 ft Morton building ("the Morton Building"), as more particularly described as S.B.L. No. 10-1-42 in the Town of Alabama, County of Genesee, and State of New York (the "Property"); and

WHEREAS, Lessor desires to lease to Lessee the Morton Building for storage of farm equipment on the Property (the "Premises") and Lessee desires to lease the Premises from Lessor for the purpose of storing farm equipment on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be legally bound hereby covenant and agree as follows:

1. **Demise.** In consideration of the rents reserved hereunder and the terms and conditions of this Lease, Lessor does hereby demise and let unto Lessee, and Lessee does hereby take and lease from Lessor, the Premises. Lessee agrees to accept the Premises in their "as is" condition and "with all faults" existing as of the date hereof. Lessee agrees that this Lease has been entered into after full investigation of the Premises and the Property without any reliance upon any statement or representation by Lessor or any other person.

2. **Term.** The term of this Lease shall be five (5) months, commencing on January 1, 2021 and ending on May 31, 2021 (the "Term"). Notwithstanding the foregoing, Lessor may, at any time during the Term, terminate this Lease as to the entire Premises or as to any portion thereof upon two (2) weeks prior written notice to Lessee.

3. **Rent.** As consideration for this Lease, Lessee agrees to pay to Lessor monthly rent in the amount of \$200 per month for each month of the Term ("Rent"). Rent shall be due and payable to Lessor monthly by the 15th of each month. The Rent shall be a net rent and Lessee shall be responsible for all expenses related to the storing the farming equipment on the Premises.

4. **Permitted Use.** Lessee shall use the Premises only for storing of farm equipment, and for no other purpose.

5. **Hazardous or Offensive Uses.** Lessee may not conduct any dangerous, hazardous, noxious or offensive uses on the Premises and shall obtain, at its sole cost and expense, all governmental permits, licenses and approvals required for Lessee's use and occupancy of the

Premises. Lessee shall comply with all environmental laws which include all federal, state, local and municipal laws, statutes, ordinances, rules, regulations, orders, decrees or requirements relating to or imposing liability or standards of conduct concerning the use, storage, treatment, transportation, manufacture, refinement, handling, production and/or disposal of hazardous materials, or otherwise pertaining to environmental protection, as now or at any time hereafter in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 41 U.S.C. Section 9601; the Super Fund Amendment and Reauthorization Act of 1986; the Emergency Planning and Community Right-to-Know Act, Public Law 99-499, 100 Stat.1613; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; the Occupational Safety and Health Act, 29, U.S.C. Section 655 and Section 657; the Clean Air Act, 42 U.S.C. Section 7401; the Clean Water Act, 33 U.S.C. Section 1251; and the New York Environmental Conservation Law; together with all amendments thereto, substitutions therefore, rules and regulations promulgated thereunder and all amendments to and substitutions for the rules and regulations.

Lessee shall not store, dump or dispose on the Premises any gasoline, motor oils or other hazardous substances. Lessee shall not at any time cause or permit any contamination of the Premises, including any ponds, stormwater or groundwater. Lessee shall not store any fertilizers at the Premises. The Lessee shall immediately notify Lessor of any violation, accidental or otherwise, of this provision. Lessee shall be solely responsible, at its sole cost and expense, for the remediation of any contamination caused or permitted by Lessee on the Premises. This provision shall survive the expiration or termination of this Lease.

6. **Indemnification and Hold Harmless.** Lessee shall defend, indemnify and hold harmless Lessor, its officers, directors, agents, employees and successors and assigns, from and against all liability and claims of liability for injury or damage to person or property from any cause on or about the Premises, including, without limitation, all costs, expenses, claims, fines, penalties, judgments, and/or awards arising out of or related thereto. This provision shall survive the expiration or termination of this Lease.

7. **Insurance.** Lessee shall maintain at all times during the term of this Lease, a comprehensive policy of general liability insurance naming Lessor and its designated successors and assigns as additional insureds against liability occasioned by any occurrence on or about the Premises or any appurtenances thereto. Such policy shall provide a minimum coverage of \$1,000,000 with respect to any one person or accident and in the minimum amount of \$500,000 with respect to any property damage. Lessee shall also maintain workmen's compensation insurance and vehicle liability insurance with respect to all personnel and vehicles brought by Lessee on the Premises. Lessee shall provide Lessor with a certificate for each such policy, which shall require that all additional insureds named in such certificate be given thirty (30) days' written notice before any material change to or cancellation of such policy.

8. **Assumption of Risk.** Lessee agrees that it shall occupy and use the Premises at its own risk and assumes the sole responsibility and liability to all persons and authorities related to Lessee's possession, occupancy and use of the Premises. Lessor shall not have any responsibility or liability for any loss of or damage to any person or personal property of Lessee or any other person whatsoever as a result of Lessee's use or occupancy of the Premises. Lessor shall not have any obligation to make any improvements to the Premises or perform any services

with respect to the Premises.

9. **Liens.** Lessee shall not suffer or permit any mechanic's or materialman's lien to be filed against the Premises (or any part thereof including the crops) or Lessor's interest therein by reason or any work, labor, services, or materials supplied or claimed to have been supplied to Lessee. If any such lien shall at any time be filed against the Premises (or any part thereof) or Lessor's interest therein, Lessee shall immediately notify Lessor thereof, and Lessee shall cause the same to be discharged of record, bonded or otherwise secured to Lessor's satisfaction within fifteen (15) days after the date of Lessee's knowledge of the same. If Lessee shall fail to discharge such lien within the 15-day period, then, in addition to any other rights or remedies Lessor may have, Lessor may, but shall not be obligated to, discharge such lien, by paying, procuring a discharge by a deposit in court, or by bonding the same. In any such event, Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor, and to pay the amount of such judgment, if any, in favor of the lienor with interest, costs and allowances. Notwithstanding the above, Lessee shall not be required to pay or discharge any such lien so long as Lessee, in good faith, proceeds to contest the same by appropriate proceedings and gives Lessor written notice thereof with a surety bond satisfactory to Lessor in an amount sufficient to pay such contested lien, including all interest and costs related thereto.

10. **No Representations or Warranties.** It is understood and agreed that this Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the Premises, and that Lessor has not made and is not making, and Lessee has not relied upon any representations or warranties, except as expressly stated in this Lease.

11. **Events of Default.** Lessee shall be in default of this Lease if Lessee (a) fails to pay Rent or make any other payment due hereunder within ten (10) days after the date upon which it is due or (b) fails to perform or comply with any of the terms, covenants, agreements or conditions of this Lease, and such failure continues for more than thirty (30) days after written notice thereof from Lessor; provided, however, Lessee shall not be considered to be in default of this Lease if such default cannot be cured within thirty (30) days and Lessee immediately commences and diligently proceeds to cure such default and completes such cure within sixty (60) days after the event of default. Upon Lessee default, Lessor may, in addition to all other remedies available at law, elect to terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Premises.

12. **Assignment.** Lessee shall not sublet, assign, pledge or otherwise encumber its interest in the Premises or any part thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion. Lessor may freely assign this Agreement.

13. **Inspection.** Lessor reserves the right to enter upon and inspect the Premises in order to determine whether Lessee is in compliance with the terms and conditions of this Lease; provided, however, such entry and inspections do not unreasonably interfere with Lessee's use of the Premises.

14. **Interference.** Lessee will not interfere with the use, enjoyment and activity on

Lessor's adjacent premises, and will not cause or permit any noise, vibration, odor, fumes or nuisance other than those typically related to the permitted use.

15. **Surrender of the Premises.** Upon the expiration or termination of this Lease, Lessee shall deliver the Premises to Lessor in substantially the same condition as existed at the time of the commencement of this Lease.

16. **Warranties.** The parties each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself through the party set forth as signatory for the party below.

17. **Severability.** Any provision or provisions of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

18. **Waiver.** No waiver of any default hereunder shall be implied from any inaction by either party on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to or of any act by the other party requiring the former party's consent or approval, shall not be deemed to waive or render unnecessary such former party's consent or approval to or of any subsequent similar acts by the other party.

19. **Successors and Assigns.** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

20. **No Partnership.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

21. **Amendments.** This Lease contains the entire agreement between the parties and shall not be modified except by a written agreement signed by the parties.

22. **Headings.** The headings in this instrument are for convenience only and in no way define, limit or describe the scope of this Lease or the intent of the provisions hereof.

23. **Notice.** All notices, demands and requests required under this Lease shall be in writing, and shall be deemed properly given if served personally, or if sent by the United States registered mail or certified mail, postage prepaid, addressed to the party at the address listed in

the first paragraph of this Lease. Notwithstanding the foregoing, the Lessee shall provide 24 hour advance notice to Lessor whenever it accesses the Premises.

24. Right to Defend. Lessor shall have the right, but not the obligation, to prosecute or defend, in its own name or in Lessee's name, any actions or proceedings appropriate to the protection of its title to and Lessee's interest in the Premises. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in any such action or proceeding.

25. Confession of Judgment for Possession. Upon the expiration or termination of this Lease, and at any time when an event of default hereunder has occurred, Lessee irrevocably authorizes and empowers the clerk or the attorney of any court of record to appear for and confess judgment against Lessee for possession of the Premises. The authority and power to appear and confess a judgment against Lessee shall not be exhausted by the initial exercise thereof and may be confessed as often as any event of default hereunder occurs. Such authority may be exercised during or after the expiration of the Term of this Lease. If such proceeding is terminated and the possession of the Premises remains in or is restored to Lessee, Lessor shall have the right for the same default or upon subsequent defaults or upon the termination of this Lease under any of the terms of this Lease to bring one or more further actions as hereinbefore set forth to recover possession of the Premises and confess judgment for the recovery of possession of the Premises as herein provided.

26. Subordination. This Lease shall be subject and subordinate to the lien of any and all mortgages and to any ground leases, and any and all renewals, extensions, modifications, recastings and refinancings thereof. This clause shall be self-operative, without execution of any further instrument, but if requested by Lessor or any mortgagee or any ground lessor, Lessee shall promptly execute a certificate or other document evidencing and providing for such subordination.

27. Governing Law. This Lease and the provisions hereof shall be interpreted under the laws of the State of New York.

28. Counterparts. This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed original, but such counterparts together shall constitute but one and the same instrument. Photostatic, electronic or facsimile signatures of the original signatures of this Lease, and photostatic, PDF, electronic or facsimile copies of this Lease fully executed, shall be deemed originals for all purposes, and the parties hereto and/or beneficiaries hereof waive the "best evidence" rule or any similar law or rule in any proceeding in which this Lease shall be presented as evidence or for enforcement.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first written above.

LESSOR:

Genesee County Industrial Development Agency, d/b/a Genesee County Economic Development Center, a New York public benefit corporation

By _____

Print Name: _____

Title: _____

LESSEE:

Print Name: _____

Title: _____

Doc #01-2667309.2

STATE OF NEW YORK)
COUNTY OF GENESEE) ss:

On the ____ day of _____, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF GENESEE) ss:

On the ____ day of _____, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public