



Meeting Agenda – Audit and Finance Committee

Genesee County Economic Development Center

Monday, October 25, 2021 – 8:30 a.m.

Location: Innovation Zone Conference Room, Suite 107 and Electronically via Zoom

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	M. Gray	
2-4	2. Chairman’s Report & Activities 2a. Agenda Additions / Other Business 2b. Minutes: October 5, 2021	M. Gray	Vote
5-8	3. Discussions / Official Recommendations to the Board: 3a. September 2021 Financial Statements	L. Farrell	Disc / Vote
9	3b. GCEDC 1+3 Budget	L. Farrell	Disc / Vote
10-16	3c. Auditor Selection	L. Farrell	Disc / Vote
17-26	3d. Agricultural Land Lease	M. Masse	Disc / Vote
	4. Adjournment	M. Gray	Vote

GCEDC Audit & Finance Committee Meeting

Tuesday, October 5, 2021

Location: Innovation Zone

8:30 a.m.



MINUTES

ATTENDANCE

Committee Members: T. Bender, M. Gray, P. Zeliff
 Staff: L. Farrell, P. Kennett, L. Casey, M. Masse, C. Suozzi, J. Krencik
 Guests: D. Cunningham (GGLDC Board Member), T. Felton (GGLDC Board Member)
 Absent: P. Battaglia

1. CALL TO ORDER / ENTER PUBLIC SESSION

M. Gray called the meeting to order at 8:43 a.m. in the Innovation Zone.

1a. Enter Executive Session

T. Bender made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:43 a.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 P. Zeliff and approved by all members present.

1b. Enter Public Session

P. Zeliff made a motion to enter back into public session at 9:01 a.m., seconded by T. Bender and approved by all members present.

2. Chairman's Report & Activities

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

2b. Minutes: September 2, 2021

T. Bender made a motion to approve the September 2, 2021 minutes; the motion was seconded by P. Zeliff. Roll call resulted as follows:

P. Battaglia - Absent
 M. Gray - Yes
 T. Bender - Yes
 P. Zeliff - Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:

3a. August 2021 Financial Statements - L. Farrell reviewed with the Committee the significant items of the August 2021 long form financial statements.

- The LandPro Project closed in August; we collected \$115,000 in origination fees.
- We collected application fees from Liberty Pumps, J&R Fancher and Valiant Real Estate.
- At this time, we should be at 67% of budget. In the operating fund, there are a few line items that are over budget related to expenditures that are front loaded. The front-loaded expenses will level-out by year end.
- There were large expenditures for STAMP in August as we continue to pay on STAMP contracts. GURFs were submitted for these expenditures.
- OSC has released funds to ESD. We anticipate receiving the next tranche of funds for the \$33M soon.
- Other than the above-mentioned items, there is normal monthly activity on the income statements for all funds.

T. Bender made a motion to recommend to the full Board the August 2021 Financial Statements; the motion was seconded by P. Zeliff. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes
- P. Zeliff - Yes

The item was approved as presented.

3b. Auditor Selection – It is required that the audit partner on the engagement is changed every five years. The auditing firm does not need to change, only the audit partner in charge. L. Farrell stated that last year it was determined that the Agency would go out to bid for auditing services after David Brownell completed five years as engagement partner in charge. L. Farrell stated that she will obtain an engagement letter from Mostert, Manzenaro & Scott, LLC for 2021 auditing services. It was discussed that if there is not a significant increase in fees, the GCEDC will continue to use this firm and partner, David Brownell, for 2021 audit services. L. Farrell will present the proposal at the next Committee meeting.

3c. Insurance Renewal – Last year, the Committee recommended that the Agency do an RFQ for insurance brokers. Tompkins Insurance remained the Agency’s broker and Selective was chosen as the carrier for the January 1, 2021 insurance renewal. The Committee requested that staff should contact J. Teresi at Tompkins Insurance to request quotes from multiple insurance companies for the January 1, 2022 insurance renewal.

3d. Land Lease Rates - M. Masse presented the proposed schedule for the land lease rates that were included with the meeting materials. M. Masse stated that C. Yunker confirmed that market conditions justify an increase in rates. Acreage that was charged \$60/acre for 2021 will increase to \$70/acre for 2022. Acreage that was charged \$65/acre for 2021 will increase to \$75/acre for 2022. Lamb Farms and Call Farms leased acreage that is approximately \$3/acre was set in the purchase option agreements when the land was acquired. These rates are essentially the carrying costs of the properties. If Lamb

Farms or Call Farms did not want to farm the land that is set at approximately \$3/acre, the lease rate would increase to market rate for the new lessee.

P. Zeliff made a motion to recommend to the full Board the approval of the Land Lease Rates as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia - Absent
M. Gray - Yes
T. Bender - Yes
P. Zeliff - Yes

The item was approved as presented.

4. ADJOURNMENT

As there was no further business, P. Zeliff made a motion to adjourn at 9:12 a.m., seconded by T. Bender and passed unanimously.

2b

4

**Genesee County Economic Development Center
September 2021 Dashboard
Balance Sheet - Accrual Basis**

	<u>9/30/21</u>	<u>8/31/21</u>	<u>[Per Audit]</u> <u>12/31/20</u>
ASSETS:			
Cash - Unrestricted	\$ 2,418,757	\$ 2,432,457	\$ 2,257,813
Cash - Restricted (A)(1)	3,815,644	4,766,950	8,089,027
Cash - Reserved (B)	792,437	796,839	791,347
Cash - Subtotal	7,026,838	7,996,246	11,138,187
Grants Receivable (2)	104,830	110,330	86,350
Accts Receivable- Current (3)	376,429	344,217	280,042
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	12,944	14,200	26,223
Loans Receivable - Current	55,771	55,184	52,923
Total Current Assets	7,579,644	8,523,009	11,586,557
Land Held for Dev. & Resale (5)	18,071,343	17,528,009	15,930,796
Furniture, Fixtures & Equipment	67,982	67,982	67,982
Total Property, Plant & Equip.	18,139,325	17,595,991	15,998,778
Less Accumulated Depreciation	(67,982)	(67,982)	(67,982)
Net Property, Plant & Equip.	18,071,343	17,528,009	15,930,796
Accts Receivable- Non-current	-	-	279,650
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	210,248	215,028	253,122
Other Assets	210,248	215,028	532,772
TOTAL ASSETS	25,861,235	26,266,046	28,050,125
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (10)	492,700	492,700	492,700
Deferred Outflows of Resources	492,700	492,700	492,700
LIABILITIES:			
Accounts Payable (6)	4,324	4,169	222,159
Loan Payable - Genesee County - Current (7)	295,000	295,000	290,000
Accrued Expenses	52,870	40,893	22,736
Unearned Revenue (8)	3,668,780	4,341,914	6,751,032
Total Current Liabilities	4,020,974	4,681,976	7,285,927
Loans Payable - ESD (9)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (7)	3,130,000	3,130,000	3,425,000
Aggregate Net Pension Liability (10)	704,674	704,674	704,674
Total Noncurrent Liabilities	9,031,161	9,031,161	9,326,161
TOTAL LIABILITIES	13,052,135	13,713,137	16,612,088
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (10)	54,982	54,982	54,982
Deferred Inflows of Resources	54,982	54,982	54,982
NET ASSETS	\$ 13,246,818	\$ 12,990,627	\$ 11,875,755

Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD. Also included are funds received from the County 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 for qualifying expenditures.

2. Grants Receivable - ESD \$33M grant reimbursement for STAMP permit; National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
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, etc.
4. Prepaid Expense(s) - October lease payment, General Liability, Cyber, D&O, Life, long-term and short-term disability insurance.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Payable - e3communications expenses and interest earned on imprest accounts that will be remitted to ESD.
7. 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 started making annual payments to the County of \$448,500 beginning in January 2020.
8. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
9. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
10. 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
September 2021 Dashboard
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2021	2021
	9/30/21	9/30/20	2021	2020	Board Approved Budget	YTD % of Budget
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 175,132	\$ 175,132	\$ 233,513	75%
Fees - Projects (1)	46,875	17,573	470,875	197,914	399,500	118%
Fees - Services	6,961	6,707	62,650	60,363	83,387	75%
Interest Income on Loans	266	313	2,537	2,960	3,313	77%
Rent	3,900	5,468	16,806	12,789	24,790	68%
Common Area Fees - Parks	-	-	355	700	500	71%
Grants (2)	675,103	256	5,800,601	2,655,947	21,692,668	27%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	225,000	225,000	300,000	75%
GCFC Grant - Econ. Dev. Program Support	-	-	-	50,000	-	N/A
BP ² Revenue	-	168	701	345	8,634	8%
Other Revenue	252	139	2,159	7,133	5,000	43%
Total Operating Revenues	777,816	75,083	6,756,816	3,388,283	22,751,305	30%
<u>Operating Expenses</u>						
General & Admin	105,495	88,857	955,765	915,315	1,415,425	68%
Professional Services	1,500	104	29,619	28,539	108,000	27%
Site Maintenance/Repairs	1,252	901	4,406	4,621	17,200	26%
Property Taxes/Special District Fees	1,263	20	5,860	2,553	3,320	177%
PIF Expense	-	-	35,042	28,410	134,115	26%
Site Development Expense (3)	412,540	717,613	4,361,110	2,125,266	3,645,504	120%
Real Estate Development (4)	543,334	165,794	2,140,548	1,525,936	17,943,703	12%
Balance Sheet Absorption	(543,334)	(165,794)	(2,140,548)	(1,525,936)	-	N/A
Total Operating Expenses	522,050	807,495	5,391,802	3,104,704	23,267,267	23%
Operating Revenue (Expense)	255,766	(732,412)	1,365,014	283,579	(515,962)	
<u>Non-Operating Revenue</u>						
Other Interest Income	425	887	6,049	18,300	7,000	86%
Total Non-Operating Revenue	425	887	6,049	18,300	7,000	86%
Change in Net Assets	256,191	(731,525)	1,371,063	301,879	\$ (508,962)	
Net Assets - Beginning	12,990,627	11,905,932	11,875,755	10,872,528		
Net Assets - Ending	\$ 13,246,818	\$ 11,174,407	\$ 13,246,818	\$ 11,174,407		

Significant Events:

1. Fees Projects - Closed on the Batavia Special Needs project in September.
2. Grants - \$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 engineering, environmental, legal, infrastructure, etc.
3. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
4. Real Estate Development Costs YTD - Includes STAMP development costs; house at the STAMP site purchased in 1st Quarter of 2021

Genesee County Economic Development Center
September 2021 Dashboard
Statement of Cash Flows

	<u>September 2021</u>	<u>YTD</u>
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 19,459	\$ 194,591
Fees - Projects	46,875	735,520
Fees - Services	-	41,767
Interest Income on Loans	235	2,352
Rent	3,900	17,006
Common Area Fees - Parks	-	355
Grants	7,500	2,695,595
BP ² Revenue	-	701
GGLDC Grant - Economic Development Program Support	-	150,000
Other Revenue	252	2,159
Repayment of Loans	4,193	40,026
General & Admin Expense	(92,459)	(915,160)
Professional Services	(1,500)	(50,830)
Site Maintenance/Repairs	(1,252)	(4,406)
Site Development	(412,540)	(4,430,758)
Property Taxes/Special District Fees	(1,263)	(5,860)
PIF Expense	-	(35,042)
Improv/Additions/Adj to Land Held for Development & Resale	(543,334)	(2,265,243)
Net Cash Used By Operating Activities	<u>(969,934)</u>	<u>(3,827,227)</u>
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(290,000)
Net Cash Used By Noncapital Financing Activities	<u>-</u>	<u>(290,000)</u>
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	<u>526</u>	<u>5,878</u>
Net Change in Cash	(969,408)	(4,111,349)
Cash - Beginning of Period	7,996,246	11,138,187
Cash - End of Period	<u>\$ 7,026,838</u>	<u>\$ 7,026,838</u>
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 255,766	\$ 1,365,014
(Increase) Decrease in Operating Accounts/Grants Receivable	(26,712)	164,783
Decrease in Prepaid Expenses	1,256	13,279
Decrease in Loans Receivable	4,193	40,026
Increase in Land Held for Development & Resale	(543,334)	(2,140,547)
Increase (Decrease) in Operating Accounts Payable	54	(217,664)
Increase in Accrued Expenses	11,977	30,134
Decrease in Unearned Revenue	(673,134)	(3,082,252)
Total Adjustments	<u>(1,225,700)</u>	<u>(5,192,241)</u>
Net Cash Used By Operating Activities	<u>\$ (969,934)</u>	<u>\$ (3,827,227)</u>



	2021 Projection	2022 Budget	2023 Budget	2024 Budget	2025 Budget
Revenues					
Genesee County Contributions	\$233,513	\$233,513	\$233,513	\$233,513	\$233,513
Fees - Project Origination	\$1,237,982	\$411,500	\$422,810	\$434,459	\$446,458
Fees - Service	\$83,387	\$85,192	\$87,748	\$90,380	\$93,092
Bank Interest Income	\$6,954	\$5,500	\$5,665	\$5,835	\$6,010
Interest Income on Loans	\$3,313	\$2,744	\$2,826	\$2,911	\$2,998
Rent Income	\$25,791	\$21,071	\$21,703	\$22,354	\$23,025
CAM Income	\$355	\$360	\$371	\$382	\$394
Miscellaneous	\$1,908	\$5,000	\$5,150	\$5,305	\$5,464
Economic Development Grant (GGLDC / GCFC)	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
PIF Grant Income	\$122,944	\$143,157	\$178,367	\$192,928	\$221,466
CBA	\$448,553	\$448,553	\$448,553	\$448,553	\$448,553
BP2 Income	\$11,374	\$27,454	\$39,523	\$59,388	\$66,188
Grants	\$15,504,590	\$8,300,000	\$0	\$0	\$0
Land Sales	\$2,600,000	\$0	\$0	\$0	\$0
Total Revenues	\$20,580,664	\$9,984,044	\$1,746,229	\$1,796,008	\$1,847,160
Expenses					
Payroll	\$741,334	\$817,494	\$842,019	\$867,279	\$893,298
Benefits	\$280,849	\$328,508	\$337,481	\$346,724	\$356,243
Insurance	\$26,868	\$29,650	\$30,540	\$31,456	\$32,399
Utilities	\$9,100	\$10,000	\$9,270	\$9,548	\$9,835
Telecom / Internet / Phone	\$6,500	\$9,000	\$9,270	\$9,548	\$9,835
Rent	\$18,578	\$18,960	\$19,529	\$20,115	\$20,718
Postage	\$1,500	\$1,500	\$1,545	\$1,591	\$1,639
Dues & Subscriptions	\$95,000	\$97,000	\$99,910	\$102,907	\$105,995
Conferences & Meetings	\$23,500	\$34,000	\$35,020	\$36,071	\$37,153
Professional Services	\$66,750	\$108,500	\$99,395	\$102,377	\$105,448
Travel	\$25,000	\$42,000	\$43,260	\$44,558	\$45,895
Marketing	\$96,750	\$96,000	\$98,880	\$101,846	\$104,902
Supplies	\$4,000	\$4,000	\$4,120	\$4,244	\$4,371
Maintenance & Repair	\$12,200	\$39,500	\$40,685	\$41,906	\$43,163
Site Development	\$4,792,848	\$0	\$0	\$0	\$0
Miscellaneous	\$1,380	\$0	\$0	\$0	\$0
Furniture & Equipment	\$15,000	\$15,000	\$15,450	\$15,914	\$16,391
CEO's Discretionary Fund	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Fees	\$26,215	\$0	\$0	\$0	\$0
Special District Fees	\$4,597	\$2,690	\$2,771	\$2,854	\$2,939
Interest Expense / Unused Fee	\$158,500	\$153,500	\$143,500	\$133,500	\$123,500
Closing Costs / Cost of Sales	\$566,460	\$0	\$0	\$0	\$0
Development Costs STAMP	\$0	\$8,300,000	\$0	\$0	\$0
BP2 Expense	\$0	\$0	\$17,170	\$31,344	\$31,344
PIF Expense	\$122,944	\$143,157	\$178,367	\$192,928	\$221,466
Total Expenses	\$7,098,873	\$10,253,459	\$2,031,181	\$2,099,708	\$2,169,532
Net Loss	\$13,481,791	(\$269,415)	(\$284,952)	(\$303,700)	(\$322,372)
Cash from Prev. Yr Rev. Collected in Current Yr	\$0	\$279,645	\$0	\$0	\$0
J Rental Land Sale - Cash Carry Over Allocation	\$0	\$139,945	\$0	\$0	\$0
NET LOSS w/ Cash Adjustments	\$13,481,791	\$150,175	(\$284,952)	(\$303,700)	(\$322,372)

Notes:

* 3% increase for most line items 2023-2025, unless shaded.

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October 15, 2021

Board of Directors and
Lezlie Farrell
Genesee County Industrial Development Agency
dba Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

We are pleased to confirm our understanding of the services we are to provide for the Genesee County Industrial Development Agency dba Genesee County Economic Development Center (GCEDC) the year ended December 31, 2021. We will audit financial statements of the GCEDC, which comprise of the combined statement of net position as of December 31, 2021 and the related combined statement of revenues, expenses and changes in net position and combined statement of cash flows, including the related notes to the financial statements, as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the GCEDC's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the GCEDC's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of GCEDC's's Proportionate Share of the Net Position Asset (Liability) – Employees' Retirement System
- Schedule of the GCEDC's Pension Contributions – Employees' Retirement Systems

We have also been engaged to report on supplementary information other than RSI that accompanies GCEDC's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Combining Statement of Net Position;
- Combining Statements of Revenues, Expenses and Changes in Net Position;
- Schedule of Bonds and Leases Outstanding;
- Schedule of Leases Terminating During the Year;
- Schedule of Land Development Agreements Outstanding; and
- Schedule of Land Agreements Termination During the Year.

Furthermore, we have been engaged to report on GCEDC's Compliance with the New York State Comptroller's Investment Guidelines for Public Authorities and Section 2925 of the New York State Public Authorities Law. We will issue a separate auditors' report which will provide an opinion on GCEDC's Compliance with Investment Guidelines for Public Authorities.

Audit Objectives

The objective of our audit is the expression of opinions about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the GCEDC's financial statements. Our report will be addressed to the board of directors of the entity. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will each include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or compliance and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance.

The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that GCEDC is subject to an audit requirement that is not encompassed in the term of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the IDA. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to the inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the IDA and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on the internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of GCEDC's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grant. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will assist in preparing the financial statements and related notes of the GCEDC in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the IDA from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on supplementary information in any document that contains, and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying or providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

We will provide copies of our reports, upon request; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mostert, Manzanero & Scott, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to your funding sources or the U.S. Government Accountability Office for the purpose of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. If requested, access to such audit documentation will be provided under the supervision of Mostert, Manzanero & Scott, LLP personnel. Furthermore, upon request we may provide photocopies of selected audit documentation to your funding source, the aforementioned parties. Those parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release is issued or for any additional period requested by the cognizant agency, oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

David E. Brownell, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report.

Estimated fees for these services will be based on the actual time spent at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Based on our preliminary estimates, fee is estimated at \$10,300. If a single audit is required, the fee is estimated to be \$12,000 and we will require you to sign an addendum to this engagement letter that covers items specific to a single audit. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will adjust the fees accordingly.

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm name, you agree to provide us with printer's proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. It is agreed by Genesee County Industrial Development Agency dba Genesee County Economic Development Center and Mostert, Manzanero & Scott, LLP or any successor in interest that no claim by or on behalf of either party arising out of services rendered pursuant to this agreement shall be initiated more than three years after the date of the review report or one year after the date of termination of Mostert, Manzanero & Scott, LLP's services.

We appreciate the opportunity to be of service to the Genesee County Industrial Development Agency dba Genesee County Economic Development Center and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Mostert Manzanero & Scott LLP

Mostert, Manzanero & Scott, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Genesee County Industrial Development Agency dba Genesee County Economic Development Center.

By: _____
Board Member Title Date

By: _____
Lezlie Farrell Title Date

Mark Masse
GCEDC Audit & Finance Committee

4b. Agricultural Farm Land Lease Agreement for 2022

Discussion: See attached lease agreement and lessors.

Fund commitment: None.

Committee action request: Recommend approval to the full Board of the 2022 agricultural land lease agreement.

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT ("Lease") is made as of this ____ day of _____, 20__ 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 _____ whose address is _____ ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee simple owner of a certain parcel of real property commonly known as __ __, consisting of approximately _____ acres of land, as more particularly described as S.B.L. No. _____ in the Town of LeRoy, County of Genesee, and State of New York (the "Property"); and

WHEREAS, Lessor desires to lease to Lessee a portion of the Property being approximately _____ acres of vacant land as shown on Exhibit A attached hereto (the "Premises"), and Lessee desires to lease the Premises from Lessor for the purpose of farming 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 without any reliance upon any statement or representation by Lessor or any other person. Nothing in this Lease shall confer upon Lessee any rights to minerals or timber on the Premises.

2. **Term.** The term of this Lease shall be one (1) year, commencing on April 1, 2022 and ending on December 31, 2022 (the "Term"), provided, however, that either party may cancel this Lease effective as of the last day of a Lease Year provided that written notice of termination is given by such party to the other not later than thirty (30) days prior to such effective date of termination. For purposes of this Lease a "Lease Year" shall be defined as the twelve month period between January 1 and December 31 of a given year. 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 written notice to Lessee. In such event, Lessor shall reimburse Lessee for all documented, out-of-pocket expenses Lessee has incurred during the Term in connection with the planting of any crop on the Premises, or on the portion of the Premises with regard to which this Lease is so terminated.

3. **Rent.** As consideration for this Lease, Lessee agrees to pay to Lessor annual rent in the amount of \$__ per acre (or \$__ for the entire Premises) for each Lease Year of the Term

("Rent"). Rent shall be due and payable to Lessor in two installments, as follows: Fifty (50%) percent of the Rent shall be due and payable by June 1 of each Lease Year and the remaining fifty (50%) percent shall be due and payable by December 1 of each Lease Year. The Rent shall be a net rent and Lessor shall not be responsible for all expenses related to the farming of the Premises. Lessee shall be responsible for, and shall pay in a timely manner, any and all costs and expenses related to Lessee's farming of the Premises, including, without limitation, the costs and expenses for any equipment and machinery required to plow, plant, tend to and harvest the Premises, fertilizers, pesticides, and herbicides, water for irrigation, labor, taxes and insurance.

4. Permitted Use. Lessee shall use the Premises only for planting and harvesting of crops, and for no other purpose. The nature of the crops to be grown shall be approved in advance by Lessor, and no further planting may take place on the Premises. Lessee agrees to conduct such farming activities in accordance with good agricultural practices and in accordance with such standards as are generally accepted in the farming industry in Genesee County, New York. Lessee shall not (a) erect any permanent structures or improvements on the Premises, (b) store any equipment, machinery or supplies on the Premises, (c) drill, install or modify any wells, irrigation systems or drainage systems on the Premises, (d) materially alter the grades of the Premises so as to affect the storm water drainage on and off of the Premises, or (e) burn or permit the burning of any items on the Premises. Lessee shall monitor and maintain the Premises so as to prevent the development of any new wetlands. Lessee agrees to preserve established water courses, tile drains, tile outlets, diversion ditches, terraces and grass waterways and to refrain from any operation that will injure them. Lessee shall neither cut live trees nor market timber, fence posts or firewood on the Premises, nor will Lessee have any above or below ground mineral or gas or oil rights on the Premises.

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 use any fertilizers (other than as specified on Exhibit B attached hereto), pesticides (other than as

specified on Exhibit B attached hereto) or herbicides, and shall use such permitted fertilizers and pesticides only in strict accordance with the manufacturer's instructions and all applicable laws, rules, regulations and orders. Lessee shall maintain accurate records, including the type, amount, and dates, of all fertilizers, pesticides, and herbicides used on the Premises and 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. 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 including the crops) 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, including all crops thereon, and Lessor shall thereafter have the right to harvest, sell or otherwise dispose of such crops without any obligation to account to Lessee for the value thereof.

12. Assignment. Lessee shall not sublet, assign, pledge or otherwise encumber its interest in the Premises or any part thereof, including the crops, 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. In addition, upon Lessor's request and notwithstanding the covenant to use good agricultural practices contained in Paragraph 4 herein, Lessee shall, at its sole cost and expense, plow under the Premises and leave the Premises in a reasonably level condition.

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.

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

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

LESSOR:

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

By _____
Print Name: _____
Title: _____

LESSEE:

Print Name: _____
Title: _____

EXHIBIT A

PREMISES

EXHIBIT B

PERMITTED FERTILIZERS AND PESTICIDES

2022 Land Lease Rates
Agricultural leases

Genesee County Economic Development Center

Lessee	Location	Term	Rate / acre
Charles Augello	AppleTree Acres	One year	\$ 70.00
Stein Farms	Oatka Hills	One year	\$ 70.00
Englerth Farms	Leroy	One year	\$ 70.00
Norm Geiss	STAMP	One year	\$ 70.00
Del Mar Farms	STAMP	One year	\$ 70.00
Lamb Farms	STAMP	One year	\$ 75.00
Lamb Farms	STAMP	One year	\$ 3.98
Call Farms	STAMP	One year	\$ 3.35