

**Genesee County Economic Development Center**

**Meeting Agenda**

Thursday, September 3, 2020

Location: Electronically

**PAGE #**

- |             |   |               |
|-------------|---|---------------|
| <b>1.0</b>  | <b>Call to Order</b>  | <b>4:00pm</b> |
|             | <p>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.</p> |               |
| <b>1.1</b>  | <b>Enter Executive Session</b>  | <b>4:00pm</b> |
|             | <p>Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:</p>   |               |
|             | <ol style="list-style-type: none"> <li>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.</li> <li>2. Discussions regarding proposed, pending or current litigation.</li> </ol>               |               |
| <b>1.2</b>  | <b>Enter Public Session</b>   | <b>4:30pm</b> |
| <b>2.0</b>  | <b>Chairperson's Report &amp; Activities</b>  | <b>4:30pm</b> |
|             | <p>2.1 Upcoming Meetings:<br/> <b>Next Scheduled Board Meeting: Thursday, October 1<sup>st</sup> at 4:00 p.m.</b><br/>           Audit &amp; Finance Committee Meeting: Tuesday, September 29<sup>th</sup> at 8:30 a.m.<br/>           STAMP Committee Meeting: Tuesday, September 29<sup>th</sup> at 10:30 a.m.</p>  |               |
|             | 2.2 Agenda Additions / Deletions / Other Business <b>**Vote</b>   |               |
|             | 2.3 Minutes: August 6, 2020 <b>**Vote</b>   |               |
| <b>3.0</b>  | <b>Report of Management –</b>   | <b>4:35pm</b> |
|             | 3.1 99 Main Street / Neppalli Holdings LLC – Final Resolution <b>**Vote</b> C. Suozzi   |               |
|             | 3.2 Economic Development Partner Fee (99 Main Street) <b>**Vote</b> C. Suozzi   |               |
| <b>4.0</b>  | <b>Audit &amp; Finance Committee – M. Gray</b>  | <b>4:50pm</b> |
|             | 4.1 July 2020 Financial Statements <b>**Vote</b>  |               |
|             | 4.2 2021 GCEDC Budget <b>**Vote</b>   |               |
|             | 4.3 Apple Tree Acres Stormwater Pond <b>**Vote</b>  |               |
| <b>5.0</b>  | <b>Governance &amp; Nominating Committee – C. Yunker</b>  | <b>5:05pm</b> |
|             | 5.1 Nothing at this time.   |               |
| <b>6.0</b>  | <b>STAMP Committee – A. Young</b>   | <b>5:05pm</b> |
|             | 6.1 Nothing at this time.   |               |
| <b>7.0</b>  | <b>Employment &amp; Compensation Committee – T. Bender</b>  | <b>5:05pm</b> |
|             | 7.1 Nothing at this time.   |               |
| <b>8.0</b>  | <b>Housing Committee – P. Battaglia</b>   | <b>5:05pm</b> |
|             | 8.1 Nothing at this time.   |               |
| <b>9.0</b>  | <b>Other Business</b>   | <b>5:05pm</b> |
| <b>10.0</b> | <b>Adjournment</b>  | <b>5:05pm</b> |

**2-7**

**8-24**

**25**

**26-29**

**30-43**

**44-50**



**GCEDC Board Meeting  
Thursday, August 6, 2020  
Location: Electronically  
4:00 PM**

**GCEDC MINUTES**

**Attendance**

Board Members: P. Battaglia, C. Yunker, A. Vanderhoof, T. Bender, P. Zelifff  
Staff: L. Farrell, M. Masse, L. Casey, P. Kennett, J. Krencik, S. Hyde, C. Suozzi  
Guests: D. Cunningham (GGLDC Board Member), S. Noble-Moag  
(GGLDC Board Member), M. Wiater (GGLDC Board Member), T. Felton  
(GGLDC Board Member), G. Torrey (GGLDC Board Member), R. Gaenzle  
(Harris Beach), Dawn Keppler (SK Herefords, LLC)  
Absent: M. Gray, A. Young

**1.0 Call to Order**

P. Zelifff called the meeting to order at 4:01 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 4:02 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 P. Battaglia and approved by all members present.

**1.2 Enter Public Session**

T. Bender made a motion to enter back into public session at 4:44 p.m., seconded by P. Battaglia and approved by all members present.

**2.0 Chairman’s Report & Activities**

**2.1 Upcoming Meetings:**

- Next Scheduled Board Meeting: Thursday, September 3<sup>rd</sup> at 4:00 p.m.**
- Audit & Finance Committee Meeting: Tuesday, September 1<sup>st</sup> at 8:30 a.m.
- STAMP Committee Meeting: Tuesday, September 1<sup>st</sup> at 10:30 a.m.

**2.2 Agenda Additions / Deletions / Other Business-**

**T. Bender made a motion to add Agenda item 6.2: Dedication of 4,000 Linear Feet of Water Transmission Main; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
A. Young -	Absent	M. Gray -	Absent
A. Vanderhoof -	Yes		

**The item was approved as presented.**

**2.3 Minutes: July 2, 2020**

**T. Bender made a motion to approve the July 2, 2020 minutes as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
A. Young -	Absent	M. Gray -	Absent
A. Vanderhoof -	Yes		

**The item was approved as presented.**

**3.0 Report of Management**

**3.1 YSG Community Solar LLC / Batavia Solar LLC – Initial Resolution** – The company is planning a community solar farm project in the Town of Batavia. The project is a 1.65 (AC) MW solar generation system that will be interconnected with National Grid. While acknowledging this project does not advance the job creation opportunity aspect of our IDA statutory powers, it does offer several other benefits that align with GCEDC statutory powers including advancing the health, general prosperity and economic welfare of the people of the state of New York (Genesee County). A public hearing will be held as benefits are estimated to be over \$100,000

Resolution No. 08/2020 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION WITH RESPECT TO A CERTAIN PROJECT FOR THE BENEFIT OF BATAVIA SOLAR, LLC (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT, AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

**P. Battaglia made a motion to accept initial resolution #08/2020-01, authorizing the scheduling of a public hearing; the motion was seconded by T. Bender. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
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T. Bender - Yes  
A. Young - Absent  
A. Vanderhoof - Yes

P. Zeliff - Yes  
M. Gray - Absent

The item was approved as presented.

**4.0 Audit & Finance Committee**

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

- On the balance sheet, the remaining balance of grant funds from the Town of Pembroke have been used and applied towards the Wastewater Treatment Facility in Corfu. Activity on the EDC side is complete, and some bills are now being paid on the LDC side. The Town of Pembroke has been paying on contracts as well.
- STAMP Restricted Cash decreased due to expenditures approved for GURFS in June.
- On the P & L, there is normal monthly activity.
- Two solar projects closed in June. The Workforce Development / Economic Development Fee of \$25,000 for each project is paid to the LDC upon completion of the project.

This was recommended for approval by the Committee.

**T. Bender made a motion to approve the June 2020 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia - Yes  
T. Bender - Yes  
A. Young - Absent  
A. Vanderhoof - Yes

C. Yunker - Yes  
P. Zeliff - Yes  
M. Gray - Absent

The item was approved as presented.

**4.2 2021 Budget Timeline** - L. Farrell stated that the budget does not have to be submitted to the ABO until November 1, but the County requires the GCEDC to submit the 2021 budget by September 4. L. Farrell reviewed the budget worksheets and first draft of the budget in detail with the Committee earlier this week. The Audit and Finance Committee will do a final review of the budget at its next meeting.

**4.3 John Jakubowski Contract** – John Jakubowski has provided a consulting agreement for the period of August 15, 2020 through August 14, 2021 to perform the following:

1. Perform consulting services to assist in the development and implementation of workforce development programs and training initiatives relative to the goals of the Company and its affiliates.
2. Consult with the VP of Business Development of the GCEDC and staff relative to the application, development and deployment of its workforce programs.
3. Consult with educational institutions who may serve as partners in the development, implementation and delivery of training programs. Specifically, interface with Genesee Community College and its BEST Center, other institutions of higher learning, the Genesee Valley Educational Partnership and local secondary schools as appropriate.
4. Provide consulting services as requested by the GCEDC.

This contract is not to exceed \$29,800 between the GGLDC and GCEDC and was included in the GGLDC budget to be paid by Strategic Investment funds.

This was recommended for approval by the Committee.

**P. Battaglia made a motion to approve the John Jakubowski Contract, contingent upon LDC approval; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
A. Young -	Absent	M. Gray -	Absent
A. Vanderhoof -	Yes		

**The item was approved as presented.**

**4.4 CPL Conceptual Planning & Marketing Services** – In preparation for the next phase of marketing the WNY STAMP site and the STAMP North and STAMP South campuses to companies, the GCEDC has requested a proposal for conceptual planning and marketing services from Clark Patterson Lee.

This project would commence in August 2020 and provide the GCEDC's sales and marketing effort with enhanced content and materials. As proposed, the project will produce two-dimensional conceptual sites plans for three shovel ready parcels at STAMP that would support more than 1 million square feet of facilities and utilize infrastructure that is currently at STAMP, or under construction in 2020 and 2021. The project will also produce three-dimensional content, including fly-through video utilizing drone aerial flight recordings and building renderings.

This project is intended to enhance STAMP's sales and marketing position as the GCEDC staff prepares delivery of site readiness, site infrastructure, project financing structures, and site marketing for a launch to market at the shovel-ready 400-acre STAMP South campus and 850-acre STAMP North campus.

Based on the project proposal, the estimated cost of all phases would be covered by the GCEDC's 2020 budget. The GCEDC has requested a matching grant from National Grid to cover half the proposed cost of this project, although this contract will not be contingent upon grant approval.

This was recommended for approval by the Committee.

**P. Zeliff made a motion to approve the CPL Conceptual Planning & Marketing Services Proposal; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
A. Young -	Absent	M. Gray -	Absent
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. Zeliff**

**6.1 Lead Agency SEQR Update** – At the STAMP Committee meeting held on June 30, 2020, A. Walters provided an overview of the SEQR update. Today the Committee is recommending for approval a resolution for the SEQR update that covers project changes to STAMP since the last SEQR update, which was completed in 2016. As the STAMP project evolves and changes occur, the GCEDC is required to evaluate whether or not there are adverse environmental impacts that have not been previously evaluated in the STAMP environmental record, which includes generic environmental impact statements, the 2012 findings statement, the 2016 update and finding statement and smart growth impact statement. This most recent SEQR update includes a review of the force main to Medina, the onsite wastewater treatment plant, the water line extension to Niagara County and the development of the substation parcel. After careful review, A. Walters advised that all potential adverse environmental impacts have been evaluated in previous reviews. The GCEDC is in a position, based on the environmental record, to adopt a resolution with detailed findings. The resolution was included with Committee and Board materials.

This was recommended for approval by the Committee.

Resolution No. 08/2020 – 02

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPEMNT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT CONCERNING THE PROPOSED IMPROVEMENTS TO WESTERN NEW YORK SCIENCE & TECHNOLOGY ADVANCED MANUFACTURING PARK

**P. Zeliff made a motion to approve Resolution #08/2020-02 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Yes	C. Yunker -	Yes
T. Bender -	Yes	P. Zeliff -	Yes
A. Young -	Absent	M. Gray -	Absent
A. Vanderhoof -	Yes		

**The item was approved as presented.**

**6.2 Dedication of 4,000 Linear Feet of Water Transmission Main** – Morsch Pipeline completed 4,000 linear feet of water transmission main coming from Pembroke north on Route 77. The Western New York Federal Veterans Cemetery wants to hook up to that line. The Monroe County Water Authority, who serves as the O & M provider on behalf of the Town of Pembroke, has requested that the GCEDC dedicate the line over to the Town of Pembroke so that water services can be provided to the cemetery.

This was recommended for approval by the Committee.

**C. Yunker made a motion to approve the dedication of 4,000 linear feet of the Pembroke Line to the Town of Pembroke so that water services can be provided to the Western New York Federal Veterans Cemetery; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:**

P. Battaglia - Yes  
T. Bender - Yes  
A. Young - Absent  
A. Vanderhoof - Yes

C. Yunker - Yes  
P. Zeliff - Yes  
M. Gray - Absent

**The item was approved as presented.**

**7.0 Employment & Compensation – T. Bender**

**7.1 Nothing at this time.**

**8.0 Other Business**

**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 4:53 p.m., which was seconded by A. Vanderhoof and passed unanimously.

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8/19/20

**Customer Information**

Potential Customer: Neppalli Holdings LLC Opportunity Type: Attraction  
 Proj. St. Address: 99 Main Street Opportunity Product: Sales & Mortgage Recording Taxes Only  
 City/Town/Village: City of Batavia// Type of Project: SLB  
 Proj. Description: 99 Main Street LLC New Jobs:  
 Total Capital Investment: \$1,165,000 Retained Jobs: 4  
 Incentive Amount: \$63,500 School District: Batavia  
 Benefited Amount: \$1,165,000 PILOT Applicable:

**Project Information**

Organization: GCEDC  
 Opportunity Source: 3rd Party Professional Date of Public Hearing:  
 Initial Acceptance Date: Inducement Date:

**Opportunity Summary:** The project located at 99 Main Street in downtown Batavia is a 3-story building 7,500 sq. ft. built in 1865. Improvements will include a new storefront, facade work and reconstruction of each floor:

- 1st floor- Dentist Office
- 2nd floor – Professional Office Space
- 3rd floor – (2) Two-bedroom market rate apartments

The \$1,165 million project will retain 3.5 FTE's

The project was awarded \$137,600 from the Business Improvement Fund (BIF). The BIF was part of the \$10 million Downtown Revitalization Initiative (DRI) award

Also, two recent studies – the Genesee County Housing Needs Assessment (LaBella Associates) and The Rockefeller Institute of Government (SUNY's Think Tank) – Generating Growth in Genesee County – identify housing availability as Genesee County's biggest challenge in order to fully realize the value of the economic development strategy that is in-place and being implemented. LaBella reported that 4,800 units are needed in next 20 years across multiple sectors, including rental units and single-family homes

The GCEDC is assisting the project with Sales tax exemption (\$56,000), Mortgage Tax Exemption (\$7,500)

The project will use the city of Batavia's approved property tax program, Real Property 485-A

**Economic Impact:** For Every \$1 of public benefit offered, the company is investing and helping generating an economic contribution/economic impact of \$6 into the local/regional/state economy

**Project Detail (Total Capital Investment)**

Building Cost (Construction):	\$750,000	Capital Improvements:	\$0
Equipment (non-taxable):	\$200,000	Equipment (Taxable) / Other Proj Investment:	\$215,000
Land Cost (Real Estate):	\$0		
<b>Total Capital Investment:</b>	<b>\$1,165,000</b>		

**Estimated Benefits Provided**

Sales Tax Exempt:	\$56,000	Tax Exempt Bond:	\$0
Mortgage Tax Exempt:	\$7,500	Land Sale Subsidy:	\$0
Property Tax Exempt:	\$0		
<b>Total Estimated Tax Incentives Provided:</b>	<b>\$63,500</b>		

Total Amount Finance: \$0

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Mortgage Amount:

\$750,000 ESD-JDA:

GCEDC RLF:

\$0 Other Name:

City of Batavia:

\$0 Other Amount:

\$0

Chamber of Commerce:

Total Amount Finance:

\$0

MW  
3/19/21

## Cost-Benefit Analysis for Neppalli Holdings LLC (99 Main St Batavia)

Prepared by: Batavia Community Economic Development Center (CGR) | March 2021

# Executive Summary

INVESTOR

Neppalli Holdings, LLC

TOTAL INVESTED

\$1.2 Million

LOCATION

99 Main Street Batavia, NY 14020

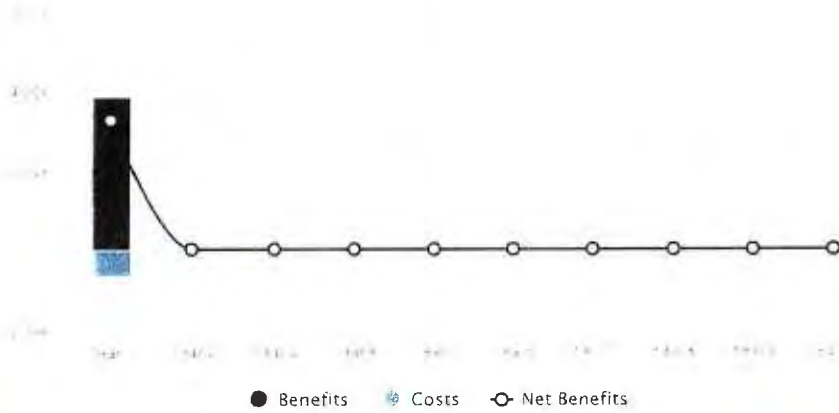
TIMELINE

10 Years



Discounted\* Net Benefits for Neppalli Holdings LLC (99 Main St Batavia) by Year

Total Net Benefits: \$327,000



Total Jobs



Total Payroll



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# Proposed Investment

Neppalli Holdings, LLC proposes to invest \$1.2 million at 99 Main Street Batavia, NY 14020 over 10 years. Genesee County Economic Development Center staff summarize the proposed with the following: test



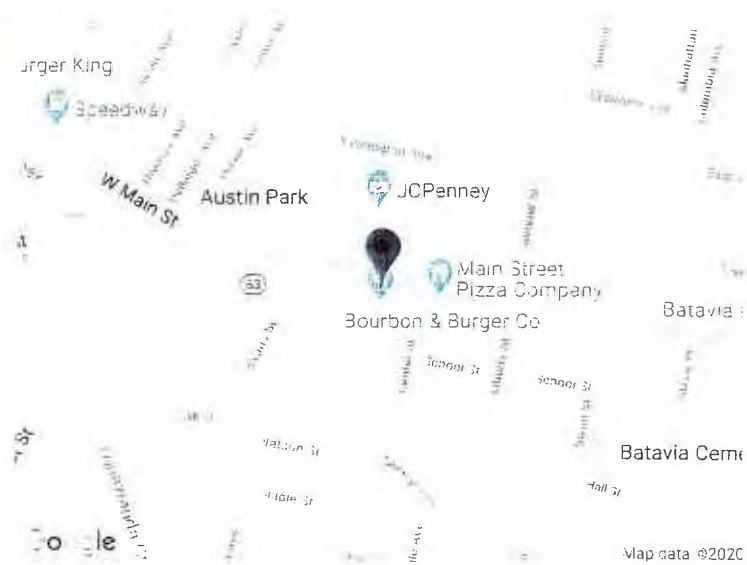
## Proposed Investments

Description	Amount
<b>CONSTRUCTION SPENDING</b>	
7500 sq ft reconstruction project	\$750,000
<b>OTHER SPENDING</b>	
Other equipment	\$200,000
other	\$50,000
prof fees, land and building	\$165,000
	\$0
<b>Total Investments</b>	<b>\$1,165,000</b>
Discounted Total (2%)	\$1,165,000

May not sum to total due to rounding.



## Location of Investment



# Cost-Benefit Analysis

A cost-benefit analysis of this proposed investment was conducted using InformAnalytics, an economic impact model developed by CGR. The report estimates the impact that a potential project will have on the local economy based on information provided by Genesee County Economic Development Center. The report calculates the costs and benefits for specified local taxing districts over the first 10 years, with future returns discounted at a 2% rate.



## Estimated Costs or Incentives

Genesee County Economic Development Center is considering the following incentive package for Neppalli Holdings, LLC.

Description	Nominal Value	Discounted Value*
Sales Tax Exemption	\$56,000	\$56,000
Mortgage Recording Tax Exemption	\$8,000	\$8,000
<b>Total Costs</b>	<b>\$64,000</b>	<b>\$64,000</b>

May not sum to total due to rounding.

\* Discounted at 2%

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State & Regional Impact (Life of Project)

The following table estimates the total benefits from the project over its lifetime.

Description	Direct	Spillover	Total
<b>REGIONAL BENEFITS</b>	<b>\$280,000</b>	<b>\$89,000</b>	<b>\$369,000</b>
Temporary Payroll	\$277,000	\$88,000	\$364,000
Temporary Sales Tax Revenue	\$3,000	\$1,000	\$5,000
<b>STATE BENEFITS</b>	<b>\$16,000</b>	<b>\$5,000</b>	<b>\$21,000</b>
Temporary Income Tax Revenue	\$12,000	\$4,000	\$17,000
Temporary Sales Tax Revenue	\$4,000	\$1,000	\$5,000
<b>Total Benefits to State &amp; Region</b>	<b>\$296,000</b>	<b>\$94,000</b>	<b>\$390,000</b>
Discounted Total Benefits (2%)	\$296,000	\$94,000	\$390,000

May not sum to total due to rounding.

3.1

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### Benefit to Cost Ratio

The following benefit to cost ratios were calculated using the discounted totals.

Description	Benefit*	Cost*	Ratio
Region	\$369,000	\$31,000	12:1
State	\$21,000	\$32,000	1:1
<b>Grand Total</b>	<b>\$390,000</b>	<b>\$63,000</b>	<b>6:1</b>

May not sum to total due to rounding.

\* Discounted at 2%

CGR has exercised reasonable professional care and diligence in the the production and design of the InformAnalytics™ tool. However, the data used is provided by users. InformAnalytics does not independently verify, validate or audit the data supplied by users. CGR makes no representations or warranties with respect to the accuracy of the data supplied by users.

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Handwritten: 8/19/2022



Project Name: Neppalli Holdings, LLC (99 Main St)

Board Meeting Date: September 3, 2020

## STATEMENT OF COMPLIANCE OF PROJECT CRITERIA LISTED IN UNIFORM TAX EXEMPTION POLICY (UTEP)

### PROJECT DESCRIPTION:

The project located at 99 Main Street in downtown Batavia is a 3-story building 7,500 sq.ft. built in 1865.

Improvements will include a new storefront, facade work and reconstruction of each floor:

1<sup>st</sup> floor- Dentist office

2<sup>nd</sup> floor – Professional Office Space

3<sup>rd</sup> floor – (2) Two-bedroom market rate apartments

The \$1.165 million project will retain 3.5 FTE's.

The project was awarded \$137,600 from the Business Improvement Fund (BIF). The BIF was part of the \$10 million Downtown Revitalization Initiative (DRI) award.

Also, two recent studies by the Genesee County Housing Needs Assessment (LaBella Associates) and The Rockefeller Institute of Government (SUNY's Think Tank) – Generating Growth in Genesee County – identify housing availability as Genesee County's biggest challenge in order to fully realize the value of the economic development strategy that is in-place and being implemented. LaBella reported that 4,800 units are needed in next 20 years across multiple sectors, including rental units and single-family homes.

The GCEDC is assisting the project with Sales tax exemption (\$56,000), Mortgage Tax Exemption (\$7,500)

The project will use the city of Batavia's approved property tax program: Real Property 485-A

**Criteria #1** – The Project pledges to create and/or retain quality, good paying jobs in Genesee County.

**Project details:** The project will retain 3.5 FTE's.

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:



**Criteria #2-** Completion of the Project will enhance the long-term tax base and/or make a significant capital investment.

Project details: The Project will make a \$1.165 million investment and enhance the long-term tax base when completed.

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

**Criteria #3-** The Project will contribute towards creating a “liveable community” by providing a valuable product or service that is underserved in Genesee County.

**Project details:** The Project will address part of a county wide housing deficit (see Genesee County 2018 Housing Study by LaBella Associates) and is providing market rate housing and other services to city of Batavia and Genesee County. It is also part of the \$10 million Downtown Revitalization Initiative award.

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

**Criteria #4:** The Board will review the Agency’s Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation will include the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.

**Project details:** For every \$1 of public benefit offered, the company is investing and helping generate an economic contribution/economic impact of \$6 into the local/regional/state economy. See economic impact report for further details.

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

**Criteria #5:** The Project is included in one of the Agency’s strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

**Project details:** While the project is not defined within the Agency’s strategic industries, this project is a strategic project within GCEDC’s placemaking initiative and important to Genesee County’s broader objectives. Recent studies by LaBella Associates and an economic strategy study by The Rockefeller Institute of Government (SUNY’s Thinktank) suggest market rate housing is Genesee County’s biggest challenge in order to fully realize the value of the economic development strategy that is in-place and being implemented by the GCEDC. Some 4,800 units are needed in next 20 years across multiple sectors

including market rate rental units and single-family homes. Plus, this project is the recipient of a award from the the Downtown Revitalization Initiative that is tied into the State/Region as well as downtown Batavia.

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

**Criteria #6:** The Project will give a reasonable estimated timeline for the completion of the proposed project.

**Project details:** The project is planning to begin construction in Fall of 2020 and be operational in 2021.

**Board Discussion:**

**Board Concurrence:** YES NO If no, state justification:

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8/25/

**AUTHORIZING RESOLUTION**  
*(Neppalli Holdings LLC)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, September 3, 2020.

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

Resolution No. 09/2020 - \_\_\_\_\_

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACCEPTING AN APPLICATION WITH RESPECT TO A CERTAIN PROJECT (DESCRIBED BELOW); (ii) APPOINTING NEPPALLI HOLDINGS LLC AS AGENT OF THE AGENCY TO UNDERTAKE THE PROJECT; (iii) MAKING A DETERMINATION UNDER ARTICLE 8 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW IN CONNECTION WITH THE PROJECT; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY WITH RESPECT TO THE PROJECT IN THE FORM OF (a) A SALES AND USE TAX EXEMPTION AND (b) A MORTGAGE RECORDING TAX EXEMPTION; (v) AUTHORIZING THE EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT AND LEASEBACK AGREEMENT WITH RESPECT TO THE PROJECT, AND (vi) AUTHORIZING THE EXECUTION AND DELIVERY OF A MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1972 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (hereinafter called the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping civic, industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **NEPPALLI HOLDINGS LLC**, for itself or on behalf of an entity to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at 99 Main Street, City of Batavia, Genesee County, New York (the "Land") and the existing approximately 7,500 square foot three-story building located thereon (the "Existing Improvements"), (ii) the reconstruction, renovation and refurbishment on the Land of the Existing Improvements to accommodate a dentist's office on the first floor, professional office space on the second floor and two bedroom market rate apartments on the third floor (the "Improvements"), and (iii) the acquisition and installation by

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the Company in and around the Existing Improvements and Improvements of certain items of machinery, equipment and other tangible personal property, including new windows, awning, masonry façade and storefront glazing (the "Equipment"; and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, pursuant to Article 18-A of the Act the Agency desires to adopt a resolution describing the Project and the Financial Assistance (as defined below) that the Agency is contemplating with respect to the Project; and

WHEREAS, it is contemplated that the Agency will (i) negotiate and enter into an agent, financial assistance and project agreement, pursuant to which the Agency will appoint the Company as its agent for the purpose of undertaking the Project (the "Project Agreement"), (ii) negotiate and enter into a lease agreement (the "Lease Agreement") and related leaseback agreement (the "Leaseback Agreement"), (iii) take a leasehold interest in the Land, the Improvements, the Existing Improvements, the Equipment and the personal property constituting the Facility (once the Lease Agreement and Leaseback Agreement have been negotiated), and (iv) provide Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, reconstruction, renovation, refurbishment and equipping of the Facility, and (b) a mortgage recording tax exemption as permitted by New York State law (collectively, the "Financial Assistance"); and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), the Agency must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Project; and

WHEREAS, the Financial Assistance provided by the Agency to the Company shall not exceed \$100,000 and, therefore, a public hearing with respect to the Project is not required to be held by the Agency; and

WHEREAS, the Project Agreement, Lease Agreement, Leaseback Agreement, Mortgage and related documents with respect to the Project are being negotiated and will be presented to the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency for execution upon approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. The Company has presented an Application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company's Application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of undertaking the Project; and

(C) The Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing employment opportunities in Genesee County, New York, and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a civic, commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

(F) The Project involves Type II Action under SEQRA and is not subject to review under SEQR.

Section 2. The portion of the Facility that is primarily used in making retail sales (as such term is defined in Section 862(2)(a) of the General Municipal Law of the State of New York) to customers who personally visit such Facility shall constitute **less than one-third of the total Project cost**, as indicated in the Application of the Company to the Agency.

Section 3. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **\$700,000.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$56,000.00**. The Agency agrees to consider any requests by the Company for increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 4. Pursuant to Section 875(3) of the Act, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any Sales and Use Tax Exemption Benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors,

or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the Sales and Use Tax Exemption Benefits; (ii) the Sales and Use Tax Exemption Benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the Sales and Use Tax Exemption Benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the Sales and Use Tax Exemption Benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving Sales and Use Tax Exemption Benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any Sales and Use Tax Exemption Benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 5. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the undertaking of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to undertake the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; provided, however, the Project Agreement shall expire on April 30, 2021 (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement and Leaseback Agreement contemplated have not been executed and delivered.

Section 6. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute (i) the Project Agreement, pursuant to which the Agency appoints the Company as its agent to undertake the Project, (ii) a Lease Agreement, pursuant to which the Company leases the Project to the Agency, and (iii) a related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, and (iv) related documents; *provided that* the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project.

Section 7. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record a mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by the Bank in such forms as approved by counsel to the Agency up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance equipment

and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement and Leaseback Agreement, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency shall approve, the execution thereof by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency to constitute conclusive evidence of such approval; provided, in all events, recourse against the Agency is limited to the Agency's interest in the Project.

Section 8. The Agency is hereby authorized to provide the Company with an exemption from mortgage recording taxes as permitted by New York State law in an amount not to exceed Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00).

Section 9. The Financial Assistance provided by the Agency to the Company shall not exceed \$100,000 and, therefore, a public hearing is not required to be held by the Agency.

Section 10. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 10. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<i>Yea</i>		<i>Nay</i>		<i>Absent</i>		<i>Abstain</i>	
Peter Zeliff	[	]	[	]	[	]	[	]
Matthew Gray	[	]	[	]	[	]	[	]
Paul Battaglia	[	]	[	]	[	]	[	]
Craig Yunker	[	]	[	]	[	]	[	]
Todd Bender	[	]	[	]	[	]	[	]
Andrew Young	[	]	[	]	[	]	[	]
Amy Vanderhoof	[	]	[	]	[	]	[	]

The Resolutions were thereupon duly adopted.

**CERTIFICATION**  
*(Neppalli Holdings LLC)*

STATE OF NEW YORK                    )  
COUNTY OF GENESEE                ) SS.:

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on September 3, 2020, with the original thereof on file in the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this \_\_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Secretary



# Economic Development Partner Fee

## Guidelines

1. To receive a referral commission, this form must be completed and approved by the GCEDC Board of Directors prior to project close. Upon closing, approved participants will receive .25% (20% commission), capped at \$25,000.
2. All payments are made at the discretion of the GCEDC's Board of Directors and are considered final. Recipient is responsible for all applicable taxes and fees associated with payment.
3. Only not-for-profit economic development organizations whose mission is to foster economic development in Genesee County are eligible.

## Referral Information

Applicant (Name of Non-profit or E.D. Org.): BATAVIA Development Corp Date: \_\_\_\_\_

Tax ID #: 16-1479856 Contact Name: Andrew Maguire

E-Mail Address: AMaguire@BataviaDevelopment.org Telephone Number: 585-345-6380

Mailing Address: \_\_\_\_\_

## Project Information

Project Name: NEPALI (99 MINT)

Project Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Project Description (include approximate project investment):

Fee Calculation: \$29,125.00 = .25% of capex  
 .25% \* \$1,165,000

## For GCEDC Use Only

Date Received: 8/7/2020 Reviewed by: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Date Closed/Paid: \_\_\_\_\_

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

	7/31/20	6/30/20	[Per Audit] 12/31/19
<b>ASSETS:</b>			
Cash - Unrestricted	\$ 1,948,230	\$ 1,608,518	\$ 1,409,323
Cash - Restricted (A)(1)	11,386,894	11,658,165	13,742,990
Cash - Reserved (B)	790,242	790,027	788,561
Cash - Subtotal	14,125,366	14,056,710	15,940,874
Grants Receivable (2)	51,106	66,106	386,091
Accts Receivable- Current (3)	311,760	395,707	397,089
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	4,876	5,569	33,355
Loans Receivable - Current	51,750	53,193	51,450
<b>Total Current Assets</b>	<b>14,547,690</b>	<b>14,580,117</b>	<b>16,811,691</b>
Land Held for Dev. & Resale (5)	14,544,757	14,493,905	13,886,275
Furniture, Fixtures & Equipment	67,982	67,982	67,982
Total Property, Plant & Equip.	14,612,739	14,561,887	13,954,257
Less Accumulated Depreciation	(67,956)	(67,951)	(67,917)
<b>Net Property, Plant &amp; Equip.</b>	<b>14,544,783</b>	<b>14,493,936</b>	<b>13,886,340</b>
Accts Receivable- Non-current (6)	279,650	539,295	559,295
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	276,802	281,526	309,788
<b>Other Assets</b>	<b>556,452</b>	<b>820,821</b>	<b>869,083</b>
<b>TOTAL ASSETS</b>	<b>29,648,925</b>	<b>29,894,874</b>	<b>31,567,114</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (12)	160,725	160,725	160,725
<b>Deferred Outflows of Resources</b>	<b>160,725</b>	<b>160,725</b>	<b>160,725</b>
<b>LIABILITIES:</b>			
Accounts Payable (7)	11,226	5,720	927,789
Loan Payable - Genesee County - Current (8)	290,000	290,000	285,000
Accrued Expenses (9)	32,642	26,428	12,608
Unearned Revenue (10)	8,940,184	9,218,550	10,408,563
<b>Total Current Liabilities</b>	<b>9,274,052</b>	<b>9,540,698</b>	<b>11,633,960</b>
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
<b>Total Noncurrent Liabilities</b>	<b>8,821,362</b>	<b>8,821,362</b>	<b>9,111,362</b>
<b>TOTAL LIABILITIES</b>	<b>18,095,414</b>	<b>18,362,060</b>	<b>20,745,322</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (12)	109,989	109,989	109,989
<b>Deferred Inflows of Resources</b>	<b>109,989</b>	<b>109,989</b>	<b>109,989</b>
<b>NET ASSETS</b>	<b>\$ 11,604,247</b>	<b>\$ 11,583,550</b>	<b>\$ 10,872,528</b>

**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.

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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 - Park Strategies, e3communications expenses, Genesee County Dental and interest earned on imprest accounts that will be remitted to ESD.
8. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC will make annual payments to the County of \$448,500 beginning in January 2020.
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  
July 2020 Dashboard  
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2020	2020
	7/31/20	7/31/19	2020	2019	Board Approved Budget	YTD % of Budget
<b>Operating Revenues:</b>						
Genesee County	\$ 19,459	\$ 19,459	\$ 136,214	\$ 136,214	\$ 233,513	58%
Fees - Projects	2,500	5,640	134,779	208,062	392,000	34%
Fees - Services	6,707	6,687	46,949	46,809	80,483	58%
Interest Income on Loans	321	299	2,330	2,156	3,877	60%
Rent	1,991	1,629	7,121	8,652	23,995	30%
Common Area Fees - Parks	-	-	700	-	-	N/A
Grants (1)	278,457	199,309	1,954,031	1,331,958	26,022,377	8%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	175,000	175,000	300,000	58%
GCFC Grant - Econ. Dev. Program Support	-	-	50,000	-	50,000	100%
BP <sup>2</sup> Revenue	177	-	177	735	2,698	7%
Other Revenue	-	356	6,994	5,437	5,000	140%
<b>Total Operating Revenues</b>	<b>334,612</b>	<b>258,379</b>	<b>2,514,295</b>	<b>1,915,023</b>	<b>27,113,943</b>	<b>9%</b>
<b>Operating Expenses</b>						
General & Admin	84,724	114,626	741,536	747,252	1,379,649	54%
Professional Services	1,775	1,585	24,083	46,225	96,000	25%
Site Maintenance/Repairs	791	2,925	2,819	5,452	17,000	17%
Property Taxes/Special District Fees	-	-	2,533	2,951	11,890	21%
PIF Expense	-	-	28,410	14,714	93,824	30%
CBA Pass Through	-	-	-	205,125	-	N/A
Site Development Expense	227,604	31,491	998,377	670,817	2,501,475	40%
Cost of Land Sales	-	950	0	950	-	N/A
Real Estate Development (2)	50,852	182,109	658,482	478,625	25,642,025	3%
Balance Sheet Absorption	(50,852)	(182,109)	(658,482)	(478,625)	-	N/A
<b>Total Operating Expenses</b>	<b>314,894</b>	<b>151,577</b>	<b>1,797,758</b>	<b>1,693,486</b>	<b>29,741,863</b>	<b>0%</b>
<b>Operating Revenue (Expense)</b>	<b>19,718</b>	<b>106,802</b>	<b>716,537</b>	<b>221,537</b>	<b>(2,627,920)</b>	
<b>Non-Operating Revenue (Expense)</b>						
Other Interest Income	979	1,266	15,182	19,598	5,000	0%
Econ. Dev. Loan Fund (LDC/County)	-	-	-	(233,764)	-	N/A
<b>Total Non-Operating Revenue (Expense)</b>	<b>979</b>	<b>1,266</b>	<b>15,182</b>	<b>(214,166)</b>	<b>5,000</b>	<b>0%</b>
<b>Change in Net Assets</b>	<b>20,697</b>	<b>108,068</b>	<b>731,719</b>	<b>7,371</b>	<b>\$ (2,622,920)</b>	
<b>Net Assets - Beginning</b>	<b>11,583,550</b>	<b>10,615,064</b>	<b>10,872,528</b>	<b>10,715,761</b>		
<b>Net Assets - Ending</b>	<b>\$ 11,604,247</b>	<b>\$ 10,723,132</b>	<b>\$ 11,604,247</b>	<b>\$ 10,723,132</b>		

**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.

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**Genesee County Economic Development Center  
July 2020 Dashboard  
Statement of Cash Flows**

	July 2020	YTD
<b>CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 19,459	\$ 155,673
Fees - Projects	282,145	423,424
Fees - Services	20,121	60,303
Interest Income on Loans	412	2,304
Rent	2,191	7,121
Common Area Fees - Parks	-	700
Grants	15,000	812,204
BP <sup>2</sup> Revenue	177	177
GGLDC Grant - Economic Development Program Support	75,000	225,000
GCFC Grant - Economic Development Program Support	-	50,000
Other Revenue	-	6,994
Repayment of Loans	6,167	32,686
General & Admin Expense	(72,304)	(691,708)
Professional Services	(1,775)	(31,936)
Site Maintenance/Repairs	(791)	(2,819)
Site Development	(227,604)	(1,694,699)
Property Taxes/Special District Fees	-	(2,533)
PIF Expense	-	(28,410)
Improv/Additions/Adj to Land Held for Development & Resale	(50,852)	(871,164)
Net Cash Provided (Used) By Operating Activities	67,346	(1,546,683)
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(285,000)
Net Cash Used By Noncapital Financing Activities	-	(285,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	1,310	16,175
Net Change in Cash	68,656	(1,815,508)
Cash - Beginning of Period	14,056,710	15,940,874
Cash - End of Period	\$ 14,125,366	\$ 14,125,366
<b>RECONCILIATION OF NET OPERATING REVENUE TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 19,718	\$ 716,537
Depreciation Expense	5	39
Decrease in Operating Accounts/Grants Receivable	358,592	698,061
Decrease in Prepaid Expenses	693	28,479
Decrease in Loans Receivable	6,167	32,686
Increase in Land Held for Development & Resale	(50,852)	(658,482)
Increase (Decrease) in Operating Accounts Payable	5,175	(915,658)
Increase in Accrued Expenses	6,214	20,034
Decrease in Unearned Revenue	(278,366)	(1,468,379)
Total Adjustments	47,628	(2,263,220)
Net Cash Provided (Used) By Operating Activities	\$ 67,346	\$ (1,546,683)

4,1

29



4.2



**Genesee  
County  
Economic  
Development  
Center**

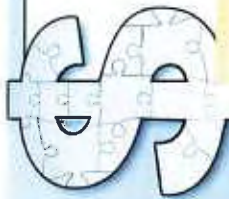


## 2021 Budget

Overview of Budget Assumptions  
September 1, 2020



**Genesee  
County  
Economic  
Development  
Center**



# Budget Timeline

## Genesee County Economic Development Center

- Mid-July ✓ Planning Assumptions / Preliminary Inputs
- Week of July 13 ✓ CFO & Sr. VP of Operations Review
- Week of July 20 ✓ CEO Review
- August 4 ✓ Budget Workshop - Audit & Finance Committee Meeting  
\*Review / Discuss Budget Assumptions and Preliminary Inputs
- Sept 1 Audit & Finance Committee Review of Draft Budget & Recommendation
- Sept 3 Board Review & Approval
- Sept 4 Submission to Genesee County Manager
- By Nov 1 Budget to ABO/Post on GCEDC Web Site



# Departments

- ❖ Operations
- ❖ Revolving Loan Fund
- ❖ Real Estate Development & Mgmt
  - Apple Tree Acres, OATKA Hills, LeRoy Food & Tech Park
- ❖ STAMP
- ❖ Workforce Development
- ❖ GAIN! Loan Fund
- ❖ Batavia Pathway to Prosperity Fund





# Operations

- ❖ County contribution included in preliminary budget at 2020 level (\$233,513).
- ❖ Balance of funding needed will be primarily generated by GCEDC project origination fee revenue.
  - ❖ Budgeted Project Origination Fees (Total = \$375k)
  - ❖ Fee Annuity Stream – recognized as revenue in previous years, cash to be collected in 2021:
    - ❖ HP Hood = \$279.6k (received annually thru 2022)
  - ❖ Controlled expenditures; reduced expenditures where possible.
  - ❖ We have been covering funding gaps with grants from the GGLDC to support the Economic Development Program as well as property management transfers from GGLDC’s MedTech Centre.
- ❖ GGLDC’s Strategic Investment Analysis assumes \$300k for 2021 support of the overall Economic Development Program. GGLDC Board approval and commitment pending.
  - ❖ Significant increases in compliance requirements by New York State over the years.
  - ❖ Significant increases in the complexity of our business – GCEDC, GGLDC, GAB LLC, GCFC & the STAMP Project
- ❖ J-Rental Land Sale – 2021 Cash Carryover Allocation = \$139,945.



# Operations - Continued

- ❖ Expenditure Assumptions:
  - ❖ Base employee wages – Includes 3% increase and an additional \$15K placeholder.
  - ❖ Employer contribution to NYS Retirement System projected at the following percentages of wages for the Dec. 2020 invoice.
    - ❖ 15.7% for Tier 4
    - ❖ 13.1% for Tier 5
    - ❖ 9.2% for Tier 6
  - ❖ An increase of 8.5% to the premium for our current health insurance plan has been included. The Notice of Proposed Premium Rate Change letter that was received reflects a 7.3% increase. This is Univera's requested premium rate change. This request is an average and the actual rate increase may be less or slightly higher. Currently, all 7 full-time employees are participating in the GCEDC's group health insurance plan. A placeholder has been included for the Administrative Assistant position, which is currently vacant.
  - ❖ Allowed for a 6% increase in insurance premiums for all current policies.



## RLF #1

- ❖ No active loans.
- ❖ Loans continue to be made with terms of 3-10 years. Loans carry a variable rate of interest (Prime with a 3% floor, readjusted annually in January).
- ❖ Funds were deemed de-federalized in 2009.
- ❖ Cash Balance @ 7/31/20 = \$790,132
- ❖ Cash Due From Other Funds @ 7/31/20 = \$104,482
- ❖ Loans Receivable Balance @ 7/31/20 = \$0



# Real Estate Development & Management

- ❖ Parks owned by GCEDC:
  - ❖ Apple Tree Acres (Bergen)
  - ❖ Oatka Hills (LeRoy)
  - ❖ LeRoy Food & Tech Park (LeRoy)
  - ❖ STAMP (Alabama) – Accounted for in a separate fund dedicated to this project.
- ❖ PILOT Increment Financing (PIF) payments:
  - ❖ Genesee County Legislature, Town of Bergen and Byron-Bergen School District committed funds to support an Apple Tree Acres Infrastructure Fund.
  - ❖ Genesee County Legislature, Town of Pembroke and Pembroke School District committed funds to support expansion of the Corfu Wastewater Treatment Plant.
- ❖ No land sales included in budget – conservative.
- ❖ Full sales efforts continue for all parks.



# STAMP

- ❖ Base operating activity for STAMP has been included (insurance, utilities, maintenance, special district fees).
- ❖ Any project activity at STAMP and corresponding investment of fee and land sale revenue will be presented as an overlay on a case by case basis.
- ❖ The projected balances of the \$33M and \$8M Empire State Development grants have been included as grant revenue and grant expense.
- ❖ The projected balance of the \$4M Water Supply Agreement funding from the County has been included as site development expense.
- ❖ Empire Pipeline CBA payments going forward will support development at STAMP (pays debt service to the County).



# Workforce Development

- ❖ Cash on hand in the Workforce Development Fund is anticipated to be spent in 2021 toward Workforce Development Initiatives.



## GAIN! Loan Fund

- ❖ In 2016, the GCEDC entered into an agreement whereby the GCEDC is acting as a sub-recipient to the Genesee/Finger Lakes Regional Planning Council (G/FLRPC) for a portion of a \$3,000,000 ESD grant. Under the agreement with G/FLRPC, the GCEDC is authorized to administer a GAIN! Loan Fund for the purpose of lending funds to eligible agricultural businesses in Genesee County.
- ❖ 100% of the GCEDC's funding allocation has been loaned out. An additional \$82K loan was also disbursed using repayments collected.
- ❖ 5 loans currently active.
- ❖ Cash Balance @ 7/31/20 = \$80,207
- ❖ Loan Receivable Balance @ 7/31/19 = \$375,982



## Batavia Pathway to Prosperity Fund

- ❖ The Batavia Pathway to Prosperity Capital and Reinvestment Fund (BP2) intermunicipal agreement was put into place in 2016 between the City of Batavia, Genesee County, the Batavia City School District, the Batavia Development Corporation and the GCEDC.
- ❖ The fund will be capitalized by a portion of new City PILOT payments, County PILOT payments and School PILOT payments on all projects that utilize a PILOT agreement within the City of Batavia.
- ❖ The BP2 funds will be used for infrastructure improvements for future economic and brownfield redevelopment investments targeted within the City's designated BOA.
- ❖ Projected 2021 deposits into this fund include 50% of all PILOT payments made by Arby's, Genesee & Mohawk Valley Railroad, Inc., OATKA, Amada, Genesee Lumber, Xylem Dewatering Solutions and Mucher & Clark. Three additional projects are anticipated to begin contributing in 2022.



**Genesee County Economic Development Center**

**Consolidated**

Interfund Activity Eliminated

**Approved:**

	A	B	C	D	E
	2021 Budget	2020 Budget	Change from 2020 Budget	Projected at 12/31/20	% Change from 2020 Projected
1 Revenues			%		
2 GENESEE COUNTY - OPS	\$233,513	\$233,513	0 %	\$233,513	0 %
3 ORIGINATION FEE - OPS	\$375,000	\$375,000	0 %	\$459,208	(18) %
4 APPLICATION FEE - OPS	\$2,000	\$2,000	0 %	\$3,500	(43) %
5 CONSULTING FEES - GRANTS - OPS	\$0	\$0	N/A	\$0	N/A
6 FEES SERVICES GGLDC - OPS	\$83,387	\$80,483	4 %	\$80,483	4 %
7 ANNUAL ADMIN FEES - OPS	\$22,500	\$15,000	50 %	\$18,000	25 %
8 FEES: TRAINING CONTRIB. - WFD	\$0	\$0	N/A	\$0	N/A
9 INTEREST INCOME - OPS	\$2,500	\$2,500	0 %	\$3,001	(17) %
10 BANK INTEREST INCOME - RLF#1	\$1,000	\$1,000	0 %	\$2,356	(58) %
11 INTEREST INCOME - RED	\$1,500	\$1,500	0 %	\$1,500	0 %
12 INTEREST INCOME - STAMP	\$2,000	\$0	N/A	\$2,800	(29) %
13 INTEREST INCOME CD - STAMP	\$0	\$0	N/A	\$15,000	(100) %
14 INTEREST INCOME - GLF	\$0	\$0	N/A	\$150	(100) %
15 INTEREST INCOME - BP2	\$0	\$0	N/A	\$2	N/A
16 PROGRAM / LOAN INTR - GLF	\$3,313	\$3,877	(15) %	\$3,877	(15) %
17 RENT INCOME - RED	\$8,310	\$8,190	1 %	\$8,310	0 %
18 CAM RED ATA	\$500	\$0	N/A	\$700	(29) %
19 RENT INCOME - STAMP	\$16,480	\$15,805	4 %	\$16,480	0 %
20 MISC - OPS	\$0	\$0	N/A	\$960	(100) %
21 MISC ANNUAL MEETING - OPS	\$5,000	\$5,000	0 %	\$6,034	(17) %
22 EC DEV GRANT GGLDC - OPS	\$300,000	\$300,000	0 %	\$300,000	0 %
23 EC DEV GRANT GCFC - OPS	\$0	\$50,000	(100) %	\$50,000	(100) %
24 PIF GRANT INC - RED BETP	\$116,335	\$76,255	53 %	\$76,656	52 %
25 PIF GRANT INC- RED ATA	\$17,780	\$17,569	1 %	\$13,117	36 %
26 ESD GRANT - \$33M STAMP	\$19,510,000	\$20,200,000	(3) %	\$948,767	1956 %
27 ESD GRANT - \$8M STAMP	\$1,600,000	\$5,280,000	(70) %	\$5,247,768	(70) %
28 NATIONAL GRID - STAMP	\$0	\$0	N/A	\$36,750	(100) %
29 GRANT CBA - STAMP	\$448,553	\$448,553	0 %	\$448,553	0 %
30 GRANT INC/MUNIC - RED BETP	\$0	\$0	N/A	\$6,018	(100) %
31 BP2 INCOME	\$8,634	\$2,698	220 %	\$2,705	219 %
32					
33 Total Revenues	\$22,758,305	\$27,118,943	(16) %	\$7,986,208	185 %
34					
35 Expenses					
36 PAYROLL - OPS	\$782,467	\$750,892	4 %	\$728,392	7 %
37 F/B PHONE ALLOWANCE - OPS	\$3,000	\$3,000	0 %	\$3,000	0 %
38 BENEFITS - OP- MEDICARE	\$11,775	\$11,300	4 %	\$10,917	8 %
39 BENEFITS - OP- BILLING	\$2,500	\$2,400	4 %	\$2,400	4 %
40 BENEFITS - OP- DENTAL	\$2,140	\$2,150	(0) %	\$1,795	19 %
41 BENEFITS - OP- FICA	\$42,500	\$40,300	5 %	\$39,040	9 %
42 BENEFITS - OP- HEALTH INS	\$98,615	\$95,425	3 %	\$75,741	30 %
43 BENE -OP- MED BUY BACK PMTS	\$0	\$0	N/A	\$0	N/A
44 BENEFITS - OP- VISION INS	\$665	\$785	(15) %	\$612	9 %
45 BENEFITS - OP- FSA / MRA / HSA	\$29,400	\$31,500	(7) %	\$25,200	17 %
46 BENEFITS - OP- LTD DISABILITY	\$2,032	\$1,945	4 %	\$1,807	12 %
47 BENEFITS - OP- LIFE INSURANCE	\$460	\$435	6 %	\$380	21 %
48 BENEFITS - OP- NYS DISABILITY	\$165	\$160	3 %	\$165	0 %
49 BENEFITS - OP- WORKERS COMP	\$5,000	\$5,000	0 %	\$4,550	10 %
50 UNEMPLOYMENT INSURANCE - OPS	\$1,800	\$2,000	(10) %	\$1,105	63 %
51 NYS RET. ANNUAL CONT - OPS	\$98,000	\$97,400	1 %	\$93,180	5 %
52 INSURANCE - OPS	\$13,256	\$12,700	4 %	\$12,506	6 %
53 D&O INSURANCE - OPS	\$5,550	\$5,550	0 %	\$5,232	6 %

4.2

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**Genesee County Economic Development Center**

**Consolidated**

Interfund Activity Eliminated

**Approved:**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>2021 Budget</b>	<b>2020 Budget</b>	<b>% Change from 2020 Budget</b>	<b>Projected at 12/31/20</b>	<b>% Change from 2020 Projected</b>
56 INSURANCE SITES - RED	\$730	\$750	(3) %	\$688	6 %
57 INSURANCE - STAMP LAND	\$2,540	\$2,200	15 %	\$2,306	10 %
58 INSURANCE - STAMP HOUSES	\$750	\$750	0 %	\$0	N/A
59 UTILITIES - OPS	\$5,500	\$5,500	0 %	\$5,500	0 %
60 UTILITIES - OPS IZ	\$3,000	\$3,000	0 %	\$3,000	0 %
61 UTILITIES - RED	\$0	\$0	N/A	\$0	N/A
62 UTILITIES - STAMP	\$1,000	\$1,000	0 %	\$0	N/A
63 DEPRECIATION - OPS	\$0	\$68	(100) %	\$68	(100) %
64 TELECOM / INTERNET / PHONE- OPS	\$5,500	\$6,500	(15) %	\$5,500	0 %
65 RENT - OPS	\$18,580	\$18,239	2 %	\$18,238	2 %
66 POSTAGE - OPS	\$1,500	\$1,500	0 %	\$1,500	0 %
67 DUES/SUBSCRIPTIONS - OPS	\$95,000	\$95,000	0 %	\$95,000	0 %
68 DUES/SUBSCRIPTIONS - STAMP	\$0	\$0	N/A	\$0	N/A
69 CONFERENCE/MEETINGS - OPS	\$30,000	\$30,000	0 %	\$19,000	58 %
70 CONFERENCE/MEETINGS - STAMP	\$0	\$0	N/A	\$0	N/A
71 PROF SERVICES - OPS	\$45,000	\$45,000	0 %	\$31,500	43 %
72 GOV RELATIONS - OPS	\$51,000	\$51,000	0 %	\$18,000	183 %
73 PROF SERVICES / MARKETING - WFD	\$12,000	\$0	N/A	\$0	N/A
74 TRAVEL/VEHICLE - OPS	\$42,000	\$42,000	0 %	\$11,000	282 %
75 MARKETING PROGRAM - OPS	\$87,000	\$87,000	0 %	\$100,971	(14) %
76 MARKETING PROGRAM - NG STAMP	\$0	\$0	N/A	\$36,750	(100) %
77 SUPPLIES/MATERIALS - OPS	\$5,000	\$5,000	0 %	\$5,000	0 %
78 MAINT /REPAIR / CLEANING - OPS	\$6,200	\$6,000	3 %	\$6,000	3 %
79 MAINTENANCE/REPAIR - RED	\$2,500	\$2,500	0 %	\$2,500	0 %
80 MAINTENANCE/REPAIR - RED ATA	\$1,500	\$1,500	0 %	\$1,500	0 %
81 MAINT /REPAIR - STAMP	\$7,000	\$7,000	0 %	\$3,150	122 %
82 SITE DEVELOPMENT - RED BETP	\$0	\$0	N/A	\$9,302	(100) %
83 SITE DEVELOPMENT - \$4M STAMP	\$320,707	\$2,500,000	N/A	\$2,118,109	(85) %
84 SITE DEVELOPMENT - \$8M STAMP	\$0	\$0	N/A	\$1,802,028	(100) %
85 SITE DEVELOPMENT - \$33M STAMP	\$0	\$0	N/A	\$27,190	N/A
86 FURNITURE/EQUIP - OPS	\$15,000	\$15,000	0 %	\$15,000	0 %
87 MISC - OPERATE	\$0	\$0	N/A	\$635	(100) %
88 CEO'S DISCRETNRY FUND- OPS	\$3,000	\$3,000	0 %	\$400	650 %
89 SALES PARTNER FEES - OPS	\$0	\$0	N/A	\$9,765	(100) %
90 FEES - OPS	\$0	\$200	(100) %	\$0	N/A
91 FEES - RED LEROY	\$0	\$0	N/A	\$0	N/A
92 MISC - STAMP	\$0	\$0	N/A	\$2	(100) %
93 SPECIAL DISTRICT FEES - RED ATA	\$430	\$420	2 %	\$402	7 %
94 SPECIAL DISTRICT FEES- RED OATKA	\$60	\$55	9 %	\$52	15 %
95 SPECIAL DISTRICT FEES- RED LER	\$435	\$415	5 %	\$407	7 %
96 SPECIAL DISTRICT FEE - STAMP	\$2,395	\$11,000	(78) %	\$1,672	43 %
97 INTEREST DURING CONSTR-STAMP \$4M	\$158,500	\$163,500	(3) %	\$163,500	(3) %
98 INTEREST DURING CONSTR-STAMP \$33M	\$0	\$0	N/A	\$42,190	(100) %
99 FEES (BSA) - \$33M STAMP	\$0	\$0	N/A	\$15,503	(100) %
100 LAND AQUISITION - STAMP \$33M	\$0	\$0	N/A	\$723,883	(100) %
101 PROFESSIONAL SERVICES - STAMP \$33M	\$0	\$0	N/A	\$8,750	(100) %
102 P/S ENG/ENVIRO/ARCHEO- STAMP \$33M	\$0	\$0	N/A	\$28,504	(100) %
103 P/S ENG/ENVIRO/ARCHEO- STAMP \$8M	\$0	\$0	N/A	\$1,447,185	(100) %
104 P/S LEGAL - STAMP \$8M	\$0	\$0	N/A	\$6,045	(100) %
105 P/S LEGAL - STAMP \$33M	\$0	\$0	N/A	\$60,756	(100) %
106 P/S APPR/SURVEY/TITLE- \$33M STAMP	\$0	\$0	N/A	\$11,071	N/A
107 P/S WATER/SEWER - \$33M STAMP	\$0	\$0	N/A	\$22,600	(100) %

4.2

42

**Genesee County Economic Development Center**

**Consolidated**

Interfund Activity Eliminated

**Approved:**

	A	B	C	D	E
	2021 Budget	2020 Budget	% Change from 2020 Budget	Projected at 12/31/20	% Change from 2020 Projected
108 P/S WATER/SEWER - \$8M STAMP	\$0	\$0	N/A	\$1,992,510	(100) %
109 P/S ELECTRIC - STAMP	\$0	\$0	N/A	\$0	N/A
110 P/S OTHER - \$33M STAMP	\$0	\$0	N/A	\$8,320	(100) %
111 SIGNAGE - STAMP	\$0	\$0	N/A	\$0	N/A
112 BSA INTEREST/FEES - STAMP	\$0	\$0	N/A	(\$220,690)	(100) %
113 BSA - DEV COSTS RED LER	\$0	\$0	N/A	\$0	N/A
114 BSA DEV COSTS - STAMP	\$0	\$0	N/A	(\$3,751,296)	(100) %
115 PIF EXPENSE - RED BETP	\$116,335	\$76,255	53 %	\$76,656	52 %
116 PIF EXPENSE - RED ATA	\$17,780	\$17,569	1 %	\$13,117	36 %
117 GRANT EXP ESD \$33M - STAMP	\$19,510,000	\$20,200,000	(3) %	\$0	N/A
118 GRANT EXP ESD \$8M - STAMP	\$1,600,000	\$5,280,000	(70) %	\$0	N/A
119 BP2 EXPENSE	\$0	\$0	N/A	\$0	N/A
121 Total Expenses	\$23,267,267	\$29,741,863	(22) %	\$6,006,761	287 %
126 Net Profit / (Loss)	(\$508,962)	(\$2,622,920)	(81) %	\$1,979,447	(233) %
130 Cash from Prev. Yr Rev. Collected in Current Yr	\$279,645	\$299,645			
131 J-Rental Land Sale - Cash Carry Over Allocation	\$139,945	\$113,808			
132 NET PROFIT / (LOSS) w/ Cash Adjustments	(\$89,372)	(\$2,209,467)			

<b>Cash from Prev. Yr Rev. Collected in Current Yr:</b>	
Rochester Gas & Electric (through 2020)	\$0
HP Hood (through 2022)	\$279,645
<b>Total</b>	<b>\$279,645</b>

<b>Land Sales</b>	
2018 J-Rental Land Sale Proceeds	\$304,941
Closing Costs	(\$9,519)
Net Proceeds	295,422
2019 Allocation	(155,477)
Balance Forward	139,945
2020 Allocation	0
Balance Forward	139,945
2021 Allocation	(139,945)
Balance Forward	0

\* \$113,808 was used for 2020 budget purposes, but cash transfer was not needed.

Mark Masse

**Audit & Finance Committee**

**September 1, 2020**

**Apple Tree Acres Stormwater pond**

**Discussion:** A company at the Apple Tree Acres Corporate Business Park (ATA) is considering expanding their parking lot which would require the filling in of an existing stormwater retention pond. They have requested that a pond be constructed on property owned by the GCEDC. This pond would be constructed to handle the flow of stormwater from within the ATA as well as any potential development on the parcel owned by the GCEDC. The concept plan for the pond will leave enough acreage for a small retail operation to be able to build on that site. The construction items involved with the pond have been split between the GCEDC and the company to have an equitable share of the costs of the project in proportion to the amount of water that each party would discharge into the pond.

Attached is a MOU and an Indemnity Agreement for the Board's consideration of this project. Any construction contracts would be bid out and brought forward to the Board at a later date.

**Fund commitment:** None at this time.

**Board Action Request:** Authorizing the execution of the MOU and the Indemnity Agreement for the stormwater pond at ATA.

## Memorandum of Understanding

Between

Liberty Pumps, Inc.

And

Genesee County Industrial Development Agency d/b/a Genesee County Economic  
Development Center

This Memorandum of Understanding ("MOU") summarizes the principal terms and conditions of a certain business transaction contemplated by and between Liberty Pumps, Inc. ("LPI") and Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center ("GCEDC"). LPI and GCEDC are sometimes referred to individually as a "Party" and collectively as the "Parties".

This MOU is not intended to be an exhaustive statement of the terms and conditions of the Parties' agreements and understandings relating to the contemplated business transaction and is subject to the negotiation and execution of a more formal definitive agreement (the "Definitive Agreement"). This MOU is not intended to be and does not constitute a legally binding obligation between the Parties.

### I. Project.

The Parties each own certain land at Apple Tree Acres Corporate Business Park. LPI's property, tax account no. \_\_\_\_\_ contains a stormwater maintenance pond ("LPI's Stormwater Maintenance Pond"). GCEDC's property, tax account no. \_\_\_\_\_ requires a stormwater maintenance pond ("GCEDC's Stormwater Maintenance Pond"). LPI will remove approximately 3,500 cubic yards of quarry material from certain property owned by GCEDC (location TBD) for on-site fill for LPI's Stormwater Maintenance Pond while substantially contemporaneously constructing GCEDC's Stormwater Maintenance Pond on GCEDC's property.

The Parties shall use good faith efforts to commence its respective responsibilities on or before December 1, 2020 and complete all work required hereunder on or before December 31, 2021.

### II. Parties Work and Responsibilities.

#### a. GCEDC - At GCEDC's sole cost and responsibility:

1. For purpose of LPI constructing GCEDC's Stormwater Maintenance Pond, GCEDC shall have prepared a Quarry Grading Plan, Final Grading Plan and Erosion & Sediment Control Plan ("GCEDC's Plans") and obtain and/or modify all necessary permits in order for LPI to construct GCEDC's Stormwater Maintenance Pond including compliance with local zoning requirements.
2. Modification of GCEDC's existing Stormwater Pollution Prevention Plan ("SWPPP").

3. Design, bidding and construction of 18 inch CPP storm sewer pipe for purposes of \_\_\_\_\_ and located \_\_\_\_\_.
4. Final required grading and seeding in the area of GCEDC's Stormwater Maintenance Pond.

**b. LPI – At LPI's sole cost and responsibility:**

1. All construction operations related to the removal of the 3,500 cubic yards of quarry material from GCEDC's Property at a location to be determined by GCEDC and in accordance with GCEDC's Plans and SWPPP and all applicable local, state and federal laws ("Applicable Laws").
2. All construction operations related to the construction of GCEDC's Stormwater Maintenance Pond at a location to be determined by GCEDC and in accordance with GCEDC's Plans, SWPPP and Applicable Laws.
3. All permitting, design, construction and compliance with all Applicable Laws for the on-site fill for LPI's Stormwater Maintenance Pond.
4. Accomodating any anticipated drainage issues with the existing culvert under Apple Tree Avenue.
5. All LPI work to be coordinated with and subject to the reasonable approval of GCEDC, its Engineer and consultants and subject to all Applicable Laws.

**III. General.**

- a. **Access and Cooperation.** Pending consummation of the transactions contemplated by this MOU, each of the Parties shall cooperate in making available to each other Party, for review, discussion and examination, such personnel, documentation, materials, information and matters reasonably considered by the other Party or its professional advisors to be relevant in connection with the Parties' evaluation of the transactions and negotiation of a Definitive Agreement.
- b. **Indemnity.** LPI (and any of its agents) will complete and execute an Owner Indemnity Agreement with GCEDC and list the GCEDC as an additional insured on its insurance certificates until completion of the Project.
- c. **Costs.** Other than as set forth in this MOU, in the Definitive Agreement, or under any other agreement between or among the Parties and/or any affiliate thereof, each Party shall bear all of its own costs and expenses (including legal, accounting and other expenses) incurred in connection with pursuit of the business relationship and/or transactions contemplated hereunder.
- g. **Termination.** It is the intent of the Parties to enter into a Definitive Agreement and to consummate the business relationship and transactions contemplated herein as promptly as

practicable. Upon written notice, this MOU may be terminated by any Party, and negotiations in furtherance of the transactions and agreements contemplated herein completely abandoned, in the event that a Definitive Agreement has not been executed on or before October 1, 2020.

- h. No Liability.** Other than the paragraphs and provisions contained in Article III of this MOU, the provisions of this MOU do not constitute and will not give rise to a legally binding obligation on the part of any Party. Moreover, except as expressly provided in Article III (or as expressly provided in any binding written agreement that the Parties have entered into or may enter into in the future), no past or future action, course of conduct, or failure to act, or the negotiation of the terms hereof or of any of the definitive agreements to be adopted as contemplated hereunder, will give rise to or serve as a basis for any obligation on the part of any Party.
- i. Counterparts.** This MOU may be signed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

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

The undersigned hereby acknowledge, agree and accept this MOU and, subject to the terms and conditions set forth above.

**Genesee County Industrial Development Agency  
d/b/a Genesee County Economic Development Center**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Liberty Pumps, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





Indemnity Agreement

This agreement is made the \_\_\_ day of \_\_\_ in the year \_\_\_.

Between the owner: Genesee County Economic Development Center
Genesee Gateway Local Development Corporation
Genesee Agri-Business, LLC
99 MedTech Drive, Suite 106, Batavia, NY 14020

And the contractor: \_\_\_\_\_

The Owner and Contractor agrees as set forth below.

Indemnification and Insurance

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, and agents and employees of the them, from and against liabilities, claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of, or resulting from performance of, the Contractor's Work under this contract, provided that such claim, damage, loss or expense is attributed to the bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (that than work itself) including loss of use resulting there from, except that nothing herein shall obligate Contractor to indemnify Owner against their own negligence. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity, which may otherwise exist at law.

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless Owner and their Agents and employees from and against all liabilities, claims, damages, losses, expenses, including but not limited to attorney fees, court awards, OSHA penalties, or any and all other awards and expenses arising out of or resulting from the performance, or failure to in performance or execution of proper and legal safety measures, of the Contractor's work under this contract, except that nothing herein shall obligate Contractor to indemnify Owner against their own negligence.

The Contractor shall procure and maintain at its own expense and from insured acceptable to Owner, such insurance policies as will fully protect Contractor and Owner from all claims for injuries or damages, including attorney fees, by whomever caused, arising out of the performance of the Contract Work whether before or after its completion. Contractor shall maintain any other insurance required by the Prime Contract and in any event shall maintain the following coverage:

- General Liability \$1,000,000 per accident or occurrence/\$2,000,000 General Aggregate
• Business Auto \$1,000,000
• Excess Liability \$3,000,000
• Workers Compensation - Statutory
• New York State Disability - Statutory

Genesee County Economic Development Center, Genesee Gateway Local Development Corporation or the Genesee Agri-Business, LLC is to be included as an Additional Insured (except worker's compensation) on a primary basis, and be notified 30 days prior to cancellation. NO WORK MAY BE COMMENCED PRIOR TO RECEIPT OF A CERTIFICATE OF INSURANCE

Agreed to this \_\_\_ day of \_\_\_\_\_,

Owner: Genesee County Economic Development Center
Genesee Gateway Local Development Corporation
Genesee Agri-Business, LLC

Contractor Signature: \_\_\_\_\_

Print Company Name: \_\_\_\_\_

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