



Meeting Agenda – Audit and Finance Committee
 Genesee Local Development Corp.
 Tuesday, October 4, 2022 – 8:30 a.m.
 Location: 99 MedTech Drive, Innovation Zone

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	D. Cunningham	
2-4	2. Chairman's Report & Activities 2a. Agenda Additions / Other Business 2b. Minutes: August 30, 2022	D. Cunningham	Vote
5-9	3. Discussions / Official Recommendations to the Board: 3a. August 2022 Financial Statements	L. Farrell	Disc / Vote
10	3b. GGLDC Budget Timeline	L. Farrell	Discussion
	3c. GGLDC 2022 Budget Assumptions	L. Farrell	Discussion
	3d. Auditor Selection	L. Farrell	Discussion
	3e. Insurance Renewal	L. Farrell	Discussion
11	3f. Commercial Cleaning Services Additional 2022 Services	L. Farrell	Disc / Vote
12-13	3g. 2023 General Cleaning Services	L. Farrell	Disc / Vote
14-15	3h. Land Lease Rates	M. Masse	Disc / Vote
16-22	3i. Quotes for Lighting Replacement	M. Masse	Disc / Vote
23-29	3j. Construction Lay Down Agreement with Plug Power	M. Masse	Disc / Vote
30	3k. Genesee CARES Update	J. Krencik / M. Zimmerman	Discussion
	4. Adjournment	D. Cunningham	Vote

GGLDC Audit & Finance Committee Meeting

Tuesday, August 30, 2022

Location – 99 MedTech Drive, Innovation Zone

8:30 a.m.

MINUTES

ATTENDANCE

Committee Members: D. Cunningham, T. Bender, P. Battaglia, T. Felton
Staff: L. Farrell, M. Masse, L. Casey, J. Krencik, S. Hyde, P. Kennett
Guests: M. Zimmerman (Harrison Studios), M. Gray (GCEDC Board Member), P. Zelif
(GGLDC Board Member)
Absent:

1. CALL TO ORDER / ENTER PUBLIC SESSION

D. Cunningham called the meeting to order at 8:30 a.m. in the Innovation Zone.

Discussion: Genesee CARES Update – As of August 23, the 22 small businesses participating in the Genesee CARES initiative have submitted over \$670,000 of expenditures across five disbursement requests to the NYS Office of Community Renewal.

Sixteen of the participating small businesses have submitted for their entire grant awards, with a remaining 6 small businesses with partial or full grant funding available for a total of \$203,615 in remaining grant funds. A status of the grant disbursements and eligible reimbursements as of August 23, 2022, was provided with the meeting materials. The County's grant contract with NYS OCR is set to expire on October 14, 2022.

While we anticipate that the remaining businesses will submit for reimbursement and meet their grant obligations by this date, a short extension to the grant deadline will afford the GGLDC additional time to compile the grant documentation, submit final reimbursement requests, and successfully closeout the program.

J. Krencik stated that we'd like to request County Manager Matt Landers to submit a request to OCR for a 3-month extension of the program, to January 14, 2023.

M. Zimmerman left the meeting at 8:35 a.m.

1a. Executive Session:

T. Felton made a motion to enter executive session at 8:35 a.m. under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons, seconded by P. Battaglia and approved by all members present:

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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.

P. Zeliff joined the meeting at 8:40 a.m.

M. Masse left the meeting at 8:57 a.m.

S. Hyde left the meeting at 9:02 a.m.

1b. Re-Enter Public Session – P. Battaglia made a motion to enter back into public session at 9:04 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: August 2, 2022

T. Bender made a motion to recommend approval of the August 2, 2022 minutes; the motion was seconded by T. Felton. Roll call resulted as follows:

T. Felton - Yes
P. Battaglia - Yes
T. Bender - Yes
D. Cunningham - Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS TO THE BOARD:

3a. July 2022 Financial Statements - L. Farrell reviewed with the Committee the significant items of the July 2022 long form financial statements.

- On line 8 of the balance sheet, there is restricted cash grant funds of \$43,400 at the end of June. We collected funds from OCR for the Genesee CARES grant award. The grant awards were paid out to the recipients in July.
- On lines 52 and 53, the quarterly payments to the GCEDC for the Economic Development Program Support Grant and the MedTech Property Management Fee were made.
- In the operating fund, \$43,400 was recorded as CDBG/Genesee CARES grant expense.
- There is regular monthly activity for MedTech Centre, which is on budget at 58% or less for most line items.

T. Felton made a motion to recommend to the full Board the approval of the July 2022 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

T. Felton - Yes
P. Battaglia - Yes
T. Bender - Yes
D. Cunningham - Yes

The item was approved as presented.

3b. GGLDC Budget Timeline – The 2023 Budget is due to the ABO and OSC by November 1, 2022. L. Farrell reviewed the timeline to emphasize the need for a quorum at the October 27, 2022 Board meeting. Board members were asked to notify staff as soon as possible if they have a conflict.

3c. Revised PSA for Ag Park – At the May GGLDC Audit & Finance Committee meeting a Purchase and Sale Agreement from La Fermiere Inc. to acquire approximately 20 acres out of tax parcel 13.-1-170.11 for \$1,000,000 was approved. That PSA was not fully executed and some of the terms have been changed. The new PSA being brought forward for consideration of approval was provided with the meeting materials.

The Committee also discussed changing the language in paragraph 25 so that the loan forgiveness is granted per the deferred loan agreement, which is a separate document that will come before the Board for approval later.

Fund Commitment: Legal fees to Harris Beach for the transaction as listed in the resolution.

P. Battaglia made a motion to recommend to the full Board the approval of the revised PSA with the above-mentioned change and payment of legal fees not to exceed \$20,000 in connection with the closing; the motion was seconded by T. Bender. Roll call resulted as follows:

- T. Felton - Yes
- P. Battaglia - Yes
- T. Bender - Yes
- D. Cunningham - Yes

The item was approved as presented.

3d. Genesee CARES Update – As discussed at the beginning of the meeting, the Genesee CARES Grant Program ends on October 14, 2022. New York State's Office of Community Renewal is willing to give a short extension to close out the grant program. The Committee will recommend to the full Board that the County submit a request to OCR for a 3-month extension of the program, to January 14, 2023.

T. Bender made a motion to recommend to the full Board the approval to request County Manager Matt Landers to submit a request to OCR for a 3-month extension of the program; the motion was seconded by P. Battaglia. Roll call resulted as follows:

- T. Felton - Yes
- P. Battaglia - Yes
- T. Bender - Yes
- D. Cunningham - Yes

The item was approved as presented.

4. ADJOURNMENT

T. Bender made a motion to adjourn at 9:11 a.m., seconded by P. Battaglia and passed unanimously.

2b.

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**Genesee Gateway Local Development Corp.
August 2022 Dashboard
Balance Sheet - Accrual Basis**

	<u>8/31/22</u>	<u>7/31/22</u>	[Per Audit] <u>12/31/21</u>
ASSETS:			
Cash - Unrestricted	\$ 566,322	\$ 586,118	\$ 503,196
Cash - Restricted (A) (1)	1,327,755	588,564	588,161
Cash - Reserved (B) (2)	1,757,379	1,726,977	1,447,826
Cash - Subtotal	3,651,456	2,901,659	2,539,183
Grants Receivable	4,405	20,312	34,980
Accounts Receivable	3,067	2,883	8,059
Loans Receivable - Current Portion	277,765	277,548	281,792
Other Current Assets (3)	15,019	17,755	10,439
Total Current Assets	3,951,712	3,220,157	2,874,453
Land Held for Dev. & Resale	2,182,234	2,182,234	2,556,367
Buildings & Improvements	7,202,120	7,202,120	7,202,120
Furniture, Fixtures & Equipment	46,599	46,599	46,599
Total Property, Plant & Equip.	9,430,953	9,430,953	9,805,086
Less Accumulated Depreciation	(2,284,527)	(2,268,094)	(2,153,059)
Net Property, Plant & Equip.	7,146,426	7,162,859	7,652,027
Loans Receivable - Noncurrent Portion (Net of \$176,545 Allow for Bad Debt at 8/31/22 & 7/31/22 and \$201,229 at 12/31/21)	990,359	1,004,987	764,495
Equity Investment in Genesee Agri-Business, LLC (4)	2,562,240	2,562,240	2,562,240
Other Assets	3,552,599	3,567,227	3,326,735
Total Assets	14,650,737	13,950,243	13,853,215
LIABILITIES:			
Accounts Payable (5)	70,201	32,932	46,279
Unearned Revenue (6)	5,099	40,422	56,571
Security Deposits	109,944	109,944	109,944
Loans Payable - Current Portion	85,372	85,089	76,328
Bonds Payable - Current Portion	152,421	152,068	148,743
Total Current Liabilities	423,037	420,455	437,865
Loans Payable - Noncurrent Portion	2,121,162	2,128,407	2,178,456
Bonds Payable - Noncurrent Portion	2,407,954	2,421,724	2,519,445
Total Noncurrent Liabilities	4,529,116	4,550,131	4,697,901
Total Liabilities	4,952,153	4,970,586	5,135,766
EQUITY	\$ 9,698,584	\$ 8,979,657	\$ 8,717,449

Significant Events:

1. Cash Restricted - OCR grant funds supporting Upstate Niagara were received in August, will be disbursed in September.
2. Cash Reserved - YTD increase due to the Fancher land sale.
3. Other Current Assets - Prepaid Cyber, D&O, and general liability insurance.
4. Equity Investment in Genesee Agri-Business, LLC - Ties to corresponding GAB, LLC financial statements.
5. Accounts Payable - Grant for continuing Economic Development Program Support, MedTech Centre Property Management and grant consulting services to be paid in September.
6. Unearned Revenue - Loan interest and MedTech Centre rent received in advance.

(A) Restricted = OCR Grant funds, Community Benefit Agreement (CBA) Funds, Security Deposits, USDA Debt Sinking Fund.

(B) Reserved = OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds, Batavia Metropolitan Area Redevelopment Loan Funds, Grant Funds.

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**Genesee Gateway Local Development Corp.
August 2022 Dashboard
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2022	2022
	8/31/22	8/31/21	2022	2021	Board Approved Budget	YTD % of Budget
Operating Revenues:						
Grants (1)	\$ 1,037,501	\$ -	\$ 1,867,307	\$ 50,000	\$ 932,648	200%
Interest Income on Loans	1,709	2,129	13,959	13,107	19,940	70%
Rent	61,518	59,035	494,539	482,946	738,695	67%
Common Area Fees - Parks	-	-	500	500	500	100%
Fees	-	-	9,980	3,000	-	N/A
Other Revenue	-	132	1,144	159	-	N/A
Land Sale Proceeds (2)	-	-	304,101	337,500	-	N/A
Total Operating Revenues	1,100,728	61,296	2,691,530	887,212	1,691,783	
Operating Expenses:						
Operations & Maintenance	14,502	11,519	91,368	86,729	209,801	44%
Professional Services	25,683	8,735	100,662	73,607	162,192	62%
Econ. Dev. Prog. Support Grant	25,000	25,000	200,000	200,000	300,000	67%
Site Development Expense	-	-	-	14,625	93,000	0%
Cost of Sales (2)	-	-	383,004	621,489	-	N/A
Grant Expense (3)	286,900	-	697,300	658,145	819,648	85%
Real Estate Dev. (Capitalized)	-	-	-	100	15,000	0%
Buildings/Furniture/Equip. (Capitalized)	-	-	-	-	5,000	0%
Balance Sheet Absorption	-	-	-	(100)	(20,000)	0%
Depreciation	16,433	16,327	131,468	130,615	197,203	67%
Total Operating Expenses	368,518	61,581	1,603,802	1,785,210	1,781,844	
Operating Revenue (Expense)	732,210	(285)	1,087,728	(897,998)	(90,061)	
Non-Operating Revenues (Expenses):						
Other Interest Income	224	181	1,622	2,132	1,600	101%
Interest Expense	(13,507)	(14,023)	(108,215)	(112,204)	(160,518)	67%
Total Non-Operating Exp.	(13,283)	(13,842)	(106,593)	(110,072)	(158,918)	
Change in Net Assets	718,927	(14,127)	981,135	(1,008,070)	\$ (248,979)	
Net Assets - Beginning	8,979,657	8,904,345	8,717,449	9,898,288		
Net Assets - Ending	\$ 9,698,584	\$ 8,890,218	\$ 9,698,584	\$ 8,890,218		

Significant Events:

1. Grant Revenue - OCR grant/loan to Upstate Niagara (funds received in August, disbursed in September); YTD includes OCR Grant/Genesee CARES, Two solar projects closed (Trousdale Solar I & II) and OCR grant/loan to HP Hood (\$734K).
2. Land Sale Proceeds / Cost of Sales - YTD includes J&R Fancher land sale.
3. Grant Expense Ops - YTD - OCR Grant/Genesee CARES; 50% of OCR grant funds were disbursed to HP Hood as a grant.

Genesee Gateway Local Development Corp.
August 2022 Dashboard
Statement of Cash Flows

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	August 2022	YTD
CASH PROVIDED BY OPERATING ACTIVITIES:		
Grant Income	\$ 1,053,408	\$ 1,897,882
Interest Income on Loans	1,699	20,276
Rental Income	26,205	440,485
Common Area Fees - Parks	-	500
Fees	-	9,980
Other Revenue	-	1,144
Net Land Sale Proceeds	-	304,101
Operations & Maintenance	(11,910)	(105,790)
Professional Services	(13,454)	(104,237)
Economic Development Program Support Grant	-	(150,000)
Site Development Expense	-	(18,943)
Cost of Land Sales	-	(8,871)
Grant Expense	(286,900)	(697,300)
Issuance of Loans	-	(367,000)
Repayment of Loans	14,411	145,163
Net Cash Provided By Operating Activities	783,459	1,367,390
CASH FLOWS USED BY CAPITAL & RELATED FINANCING ACTIVITIES:		
Principal Payments on Bonds & Loans	(20,379)	(156,063)
Interest Paid on Bonds & Loans	(13,507)	(100,676)
Net Cash Used By Capital & Related Financing Activities	(33,886)	(256,739)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income	224	1,622
Net Cash Provided By Investing Activities	224	1,622
Net Change in Cash	749,797	1,112,273
Cash - Beginning of Period	2,901,659	2,539,183
Cash - End of Period	\$ 3,651,456	\$ 3,651,456
RECONCILIATION OF OPERATING REVENUE		
TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 732,210	\$ 1,087,728
Adjustments:		
Depreciation Expense	16,433	131,468
Decrease in Land Held For Dev. & Resale	-	374,133
Decrease in Grants/Accounts Receivable	15,723	35,567
(Increase) Decrease in Other Current Assets	2,736	(4,580)
(Increase) Decrease in Loans Receivable	14,411	(221,837)
Increase Operating Accounts Payable	37,269	16,383
Decrease in Unearned Revenue	(35,323)	(51,472)
Total Adjustments	51,249	279,662
Net Cash Provided By Operating Activities	\$ 783,459	\$ 1,367,390

Genesee Gateway Local Development Corp.
August 2022 Dashboard
Balance Sheet - Accrual Basis

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	GGLDC	GABLLC		COMBINED	
	<u>8/31/22</u>	<u>8/31/22</u>	<u>Eliminations</u>	<u>8/31/22</u>	<u>Per Audit 12/31/2021</u>
ASSETS:					
Cash - Unrestricted	\$ 566,322	\$ -	\$ -	\$ 566,322	\$ 503,196
Cash - Restricted (A)	1,327,755	-	-	1,327,755	588,161
Cash - Reserved (B)	1,757,379	2,554,225	-	4,311,604	3,988,986
Cash - Subtotal	3,651,456	2,554,225	-	6,205,681	5,080,343
Grants Receivable	4,405	-	-	4,405	34,980
Accts Receivable - Current	3,067	-	-	3,067	8,059
Loans Receivable - Current	277,765	-	-	277,765	281,792
Other Current Assets	15,019	-	-	15,019	10,439
Total Current Assets	3,951,712	2,554,225	-	6,505,937	5,415,613
Land & Improvements	2,182,234	1,339,730	-	3,521,964	3,896,097
Buildings & Improvements	7,202,120	-	-	7,202,120	7,202,120
Furniture, Fixtures & Equipment	46,599	-	-	46,599	46,599
Total Property, Plant & Equip.	9,430,953	1,339,730	-	10,770,683	11,144,816
Less Accumulated Depreciation	(2,284,527)	-	-	(2,284,527)	(2,153,059)
Net Property, Plant & Equip.	7,146,426	1,339,730	-	8,486,156	8,991,757
Loans Receivable - Noncurrent	990,359	-	-	990,359	764,495
Equity Investment in GAB, LLC	2,562,240	-	(2,562,240)	-	-
Other Assets	3,552,599	-	(2,562,240)	990,359	764,495
TOTAL ASSETS	14,650,737	3,893,955	(2,562,240)	15,982,452	15,171,865
LIABILITIES:					
Accounts Payable	70,201	-	-	70,201	46,279
Unearned Revenue	5,099	1,248	-	6,347	56,571
Security Deposits	109,944	-	-	109,944	109,944
Loans Payable - Current Portion	85,372	-	-	85,372	76,328
Bonds Payable - Current Portion	152,421	-	-	152,421	148,743
Total Current Liabilities	423,037	1,248	-	424,285	437,865
Loans Payable - Noncurrent Portion	2,121,162	-	-	2,121,162	2,178,456
Bonds Payable - Noncurrent Portion	2,407,954	-	-	2,407,954	2,519,445
Total Noncurrent Liabilities	4,529,116	-	-	4,529,116	4,697,901
TOTAL LIABILITIES	4,952,153	1,248	-	4,953,401	5,135,766
EQUITY	\$ 9,698,584	\$ 3,892,707	\$ (2,562,240)	\$ 11,029,051	\$ 10,036,099

(A) Restricted = Community Benefit Agreement (CBA) Funds, Security Deposits, USDA Debt Sinking Fund, Grant Funds.

(B) Reserved = OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds, Batavia Micropolitan Area Redevelopment Loan Funds, Grant Funds.








**Genesee Gateway Local Development Corp.
August 2022 Dashboard
Profit & Loss - Accrual Basis**

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	GGLDC		GABLLC		COMBINED	
	8/31/22	8/31/22	Eliminations	8/31/22	Combined YTD	
<u>Operating Revenues:</u>						
Grants	\$ 1,037,501	\$ -	\$ -	\$ 1,037,501	\$ 1,867,307	
Interest Income on Loans	1,709	-	-	1,709	13,959	
Rent	61,518	1,248	-	62,766	503,252	
Common Area Fees - Parks	-	-	-	-	6,794	
Fees	-	-	-	-	9,980	
Other Revenue	-	-	-	-	1,144	
Land Sale Proceeds	-	-	-	-	304,101	
Total Operating Revenues	1,100,728	1,248	-	1,101,976	2,706,537	
<u>Operating Expenses:</u>						
Operations & Maintenance	14,502	-	-	14,502	95,915	
Professional Services	25,683	-	-	25,683	100,662	
Econ. Dev. Program Support Grant	25,000	-	-	25,000	200,000	
Site Development Expense	-	-	-	-	-	
Cost of Sales	-	-	-	-	383,004	
Grant Expense	286,900	-	-	286,900	697,300	
Real Estate Development (Capitalized)	-	-	-	-	-	
Balance Sheet Absorption	-	-	-	-	-	
Depreciation	16,433	-	-	16,433	131,468	
Total Operating Expenses	368,518	-	-	368,518	1,608,349	
Operating Revenue (Expense)	732,210	1,248	-	733,458	1,098,188	
<u>Non-Operating Revenues (Expenses):</u>						
Other Interest Income	224	173	-	397	2,979	
Interest Expense	(13,507)	-	-	(13,507)	(108,215)	
Total Non-Operating Rev (Exp)	(13,283)	173	-	(13,110)	(105,236)	
Change in Net Assets	718,927	1,421	-	720,348	992,952	
Net Assets - Beginning	8,979,657	3,891,286	(2,562,240)	10,308,703	10,036,099	
Net Assets - Ending	\$ 9,698,584	\$ 3,892,707	\$ (2,562,240)	\$ 11,029,051	\$ 11,029,051	

2023 Budget Timeline

Genesee Gateway Local Development Corporation

-  Week of Sept 5 Planning Assumptions / Preliminary Inputs
-  Week of Sept 12 Budget Worksheet Inputs – CFO & Sr. VP of Ops Review
-  Week of Sept 19 CEO Review of Draft Budget
-  Oct 4 @ 8:30am Audit & Finance Committee - Budget Workshop Meeting
-  Oct 25 @ 8:30am Audit & Finance Committee - Review & Recommendation
-  Oct 27 @ 4pm Board Review & Approval
-  By Nov 1 Budget to ABO/Post on GCEDC Web Site

GGLDC

Lezlie Farrell – Finance & Operations
Audit & Finance Committee Report
October 4, 2022

Commercial Cleaning Services of WNY, Inc. (Commercial Floor Maintenance Proposal)

Discussion: Commercial Cleaning Services of WNY, Inc. (CCS) has provided the GGLDC with a quote for waxing of the floors and cleaning of the tile/grout in the bathrooms. Although this expenditure is not over \$5,000, total payments to this company will be over \$5,000 when combined with the general cleaning services that the company already provides. The GGLDC approved a contract with Commercial Cleaning Services of WNY, Inc. for general cleaning services not to exceed \$14,000 in 2022. These additional services are \$1,199.64 (floor waxing) and \$495 (tile/grout cleaning). We have requested quotes for these services in the past, but recently the company has been very aggressive and has been offering a lower rate as a current customer. Previously these expenses were well over \$2,000.

Fund commitment: The total expenditure for these services should not exceed \$1,700 and will be paid out of the GGLDC, under MedTech Center site maintenance. This expense is lower than what was budgeted for these services for 2022.

Board action request: Approval of the floor maintenance proposal with Commercial Cleaning Services with of WNY, Inc. not to exceed \$1,700.

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GGLDC

Lezlie Farrell – Finance & Operations
Audit & Finance Committee Report
October 4, 2022

Cleaning Services

Discussion: During 2022, staff reached out to four cleaning companies to obtain quotes for 2023 cleaning services. Commercial Cleaning Services of Western New York, Inc., the current company being used, has been offering a competitive price and we are satisfied with the services.

Fund Commitment: Up to \$14,500, plus reimbursement for supplies; Med Tech Centre site maintenance; included in the proposed 2023 GGLDC Budget.

Action Requested: Staff is requesting recommendation from the Committee to continue this contract for 2023 cleaning services at a cost not to exceed \$14,500 for the year, plus reimbursement for supplies.

39.

Cleaning Quotes for 2023 Services

	Quote for Office Space (GCEDC)	Quote for Common Area (GGLDC)	Other Notes:
Pro-Kleen	\$1800.00 Per Month	\$3600.00 Per Month	Auto-Scrubber
**Commercial Cleaning Services of Western NY, Inc. (current rates; not anticipated to increase for 2023)	\$450.00 Per Month	\$1134.00 Per Month	Auto-Scrubber
Top Choice Cleaning Services	\$738.71 Per Month	\$1551.91 Per Month	Floor Machine
WNY Regional Cleaning Company	Not bidding on temporary accounts that take bids regularly.		

GCEDC Approval:

****Staff recommends Commercial Cleaning Services of Western NY, Inc. to continue services in 2023, not to exceed \$6,000.**

GGLDC Approval:

****Staff recommends Commercial Cleaning Services of Western NY, Inc. to continue services in 2023, not to exceed \$14,500.**

Agricultural Farm Land Lease Rates for 2023

Discussion: See attached summary.

Fund commitment: None.

Committee action request: Recommend approval to the full Board of the 2023 agricultural land lease rates.

2023 Land Lease Rates

Agricultural leases

Genesee Gateway Local Development Corp.

Location	Term	Rate / acre
Agri-Business Park	One year	\$ 110.00
MedTech Centre	One year	\$ 70.00

Approval of lighting contracts for MedTech Centre

Discussion: The GGLDC asked seven companies for bids to replace the current lighting fixtures in the GCEDC offices in suite 106, the Innovation Zone and the lighting in UMMC's pool area:

1. Declined to bid – Humphrey Electric
2. Declined to bid – Gargano Electric
3. Declined to bid – Henry Cook
4. Declined to bid – Tambe Electric
5. Declined to bid – RJN Electric
6. \$34,566.31 - Severino Electric
7. \$15,278.00 - Gilligan Electric

Fund Commitment: \$15,278.00.

Board Action Request: Approval of contract to replace light fixtures for Suite 106, the Innovation Zone and the pool area for UMMC to Gilligan Electric for \$15,278.00.



Gilligan Electric

7992 Oatka Trail
LeRoy, NY 14482

Estimate

Date	Estimate #
9/12/2022	515

Name / Address
GCEDC 99 MedTech Dr Batavia, NT 14020

			Project
			Summit Aquatic Cen...
Description	Qty	Rate	Total
<p>Gilligan Electric respectfully submits this proposal in conjunction with electrical work to be performed at GCEDC building located in Batavia, NY. This scope of work is based on walk through dated 9/7/22. This work meets all requirements based on the National Electrical code. Quote is good for 20 days</p> <p>Summit Aquatic Center</p> <ul style="list-style-type: none"> - Remove (20) existing 2x4' fluorescent fixtures with (20) LED flat panel turnable wattage & light color fixtures - all wages paid at union scale - work to be completed between hours of 7:00am- 3:30pm M-F - all existing fixtures and lamps will be properly disposed of 		3,085.00	3,085.00
		Subtotal	\$3,085.00
		Sales Tax (8.0%)	\$0.00
		Total	\$3,085.00

E-mail
gilliganelectric@gmail.com

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Gilligan Electric
 7992 Oatka Trail
 LeRoy, NY 14482

Estimate

Date	Estimate #
9/12/2022	513

Name / Address
GCEDC 99 MedTech Dr Batavia, NT 14020

Project
Room 107

Description	Qty	Rate	Total
<p>Gilligan Electric respectfully submits this proposal in conjunction with electrical work to be performed at GCEDC building located in Batavia, NY. This scope of work is based on walk through dated 9/7/22. This work meets all requirements based on the National Electrical code. Quote is good for 20 days</p> <p>Room 107 Innovation Center</p> <ul style="list-style-type: none"> - Remove (21) existing 2x4' fluorescent fixtures with (21) LED flat panel turnable wattage & light color fixtures - all wages paid at union scale - work to be completed between hours of 7:00am- 3:30pm M-F - all existing fixtures and lamps will be properly disposed of 		3,900.00	3,900.00
		Subtotal	\$3,900.00
		Sales Tax (8.0%)	\$0.00
		Total	\$3,900.00

E-mail
gilliganelectric@gmail.com

3i

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Gilligan Electric

7992 Oatka Trail
LeRoy, NY 14482

Estimate

Date	Estimate #
9/12/2022	514

Name / Address
GCEDC 99 MedTech Dr Batavia, NT 14020

Project
Room 106 GCEDC

Description	Qty	Rate	Total
Gilligan Electric respectfully submits this proposal in conjunction with electrical work to be performed at GCEDC building located in Batavia, NY. This scope of work is based on walk through dated 9/7/22. This work meets all requirements based on the National Electrical code. Quote is good for 20 days - remove (33) Room 106 GCEDC - Remove (33) existing 2x4' fluorescent fixtures with (33) LED flat panel tunable wattage & light color fixtures - remove (17) existing 2x4' florescent fixtures and replace with (17) flat panel tunable wattage & lights color fixtures - all wages paid at union scale - work to be completed between hours of 7:00am- 3:30pm M-F - all existing fixtures and lamps will be properly disposed of - 2x2' tile needed will be provided by others		8,273.00	8,273.00
		Subtotal	\$8,273.00
		Sales Tax (8.0%)	\$0.00
		Total	\$8,273.00

E-mail
gilliganelectric@gmail.com

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PROPOSAL SUBMITTED TO: Mark Masse, CPA	JOB LOCATION Pool Rehab	JOB # 003262022
ADDRESS 99 MedTech Drive	DATE 9/26/2022	DATE OF PLANS N/A
Batavia, New York 14020	PHONE # (585) 343-4866	FAX #
Email: mmasse@gcedc.com	ARCHITECT Design build	

We hereby submit specifications and estimates for: **Pool Rehab Lighting Upgrade**

- 'Demo, removal and recycle (20) twenty 2x2 fluorescent fixtures. Metal T8 lamps, ballast shall be seperated and recycled.'
- 'Install (20) twenty NUVO 65-571 flat panel selectable LED fixtures.'
- 'Install (20) twenty 2-Port luminaire disconnect connectors per NEC 410-73 (G). Which require a electrical disconnect for safe servicing of fixtures without exposure to electrical shock.'
- 'Provide third party electrical inspection.'
- 'Estimated National Grid Rebate. Subject to National Grid approval.' \$756.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: **\$7,059.80**
\$ **Seven thousand fifty nine dollars and 80/100**..... Dollar

with payments to be made as follows: **20% Down ---- 80% upon completion and inspection.**

All alterations or deviations from above specifications involving extra costs will be excluded only upon written order, and will become a part of change order and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully submitted **Philip J. Severino**

Note - this proposal may be withdrawn by us if not accepted within **10** days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

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31



PROPOSAL SUBMITTED TO Mark Masse, CPA	JOB NAME Innovation Zone lighting	JOB # 003252022
ADDRESS 99 MedTech Drive	JOB LOCATION	
Batavia, New York 14020	DATE 9/26/2022	DATE OF PLANS N/A
PHONE # (585) 343-4866	FAX #	ARCHITECT Design build
	Email: mmasse@gcedc.com	

We hereby submit specifications and estimates for: **Innovation Zone**

LIGHTING UPGRADE:

- 'Demo, removal and recycle (21) twenty-one 2x4 fluorescent fixtures. Metal T8 lamps, ballast shall be seperated and recycler'
- 'Install (21) twenty-one NUVO 65-572 flat panel selectable LED fixtures.'
- 'Install (21) twenty-one 2-Port luminaire disconnect connectors per NEC 410-73 (G). Which require a electrical disconnect for safe servicing of fixtures without exposure to electrical shock.'
- 'Provide third party electrical inspection.'
- 'Estimated National Grid Rebate. Subject to National Grid approval.' \$793.80

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: **\$8,231.84**
\$ **Eight thousand two hundred thirty one and 84/100******* Dollars

with payments to be made as follows: 20% Down ---- 80% upon completion and inspection.

Any alteration or deviation from above specifications involving extra costs will be required only upon written order and will be added at extra charge over and above the estimate. All agreements contingent upon strikes, additional delays beyond our control.

Respectfully submitted **Philip J. Severino**

Note - this proposal may be withdrawn by us if not accepted within **10** days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

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PROPOSAL SUBMITTED TO: Mark Masse, CPA	JOB NAME: GCEDC Office Lighting	JOB #: 003242022
ADDRESS: 99 MedTech Drive	JOB LOCATION:	
Batavia, New York 14020	DATE: 9/26/2022	DATE OF PLANS: N/A
PHONE #: (585) 343-4866	FAX #: Email: mmasse@gcedc.com	ARCHITECT: Design build

We hereby submit specifications and estimates for: **GCEDC Office Lighting**

UPGRADE:

- 'Demo, removal and recycle (50) fifty 2x4 fluorescent fixtures. Metal T8 lamps, ballast shall be seperated and recycled.'
- 'Install (50) fifty NUVO 65-572 flat panel selectable LED fixtures.'
- 'Install (50) fifty 2-Port luminaire disconnect connectors per NEC 410-73 (G). Which require a electrical disconnne for safe servicing of fixtures without exposure to electrical shock.'
- 'Provide third party electrical inspection.'
- 'Estimated National Grid Rebate. Subject to National Grid approval.' \$1,890.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: **\$19,274.67**
Nineteen thousand two hundred seventy four and 67/100***** Dollars

with payments to be made as follows: 20% Down ---- 80% upon completion and inspection.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted **Philip J. Severino**

Note - this proposal may be withdrawn by us if not accepted within **10** days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____
Signature _____ **22**

31
Date of Acceptance _____

Access Agreement for construction lay down area for Plug Power

Discussion: As part of their construction of their hydrogen facility, Plug Power would like to utilize the 1.8 acre parcel directly to the east of their site as a construction lay down area. They will fence off the hold and haul tank area as well as grade and stone the rest of the acreage. Plug will be responsible for all DEC permits and compliance.

Fund Commitment: None.

Committee Action Request: Recommend approval of access agreement.

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made and entered into by and between **PLUG POWER** with an address of 6840 Crosby Road, Basom, New York 14013 ("Grantee"), and **GENESEE GATEWAY LOCAL DEVELOPMENT CORP.**, with an address of 99 MedTech Drive, Suite 106, Batavia, New York 14020 ("Grantor").

WHEREAS, Grantee desires to enter onto certain property, (which is more particularly described in **Exhibit A** attached hereto, the "Property"), for temporary construction lay down (which may include backfill material, steel, piping/fittings, cable spools, cable tray and certain equipment) area purposes as set forth herein, and Grantor has agreed to grant Grantee the right to enter thereon for the purposes stated herein.

NOW, THEREFORE, in consideration of the sum of \$1 per month paid by the Grantee to the Grantor, the parties hereto agree as follows:

1. Grant of Access/Use. Grantor hereby grants to Grantee and its employees, agents, consultants and contractors (collectively, "Grantee's Representatives") a non-exclusive, revocable license to enter upon the Property for the sole purpose of using it as temporary parking area for its construction workers ("Parking Project").
2. Term. This Agreement shall commence on the last date written below (the "Execution Date") and shall terminate upon the earlier of (a) that date that is six (6) months after the Execution Date; or (b) upon written notice for Grantee to Grantor that Grantee has removed the contents of its Parking Project and in fact all such contents have been removed and the Property has been returned to its original condition as existed immediately prior to the commencement of the Term of this Agreement as more fully set forth below.
3. Option to Renew. Upon sixty (60) days prior notice to Grantor Grantee shall have the Option to Renew this Agreement for an additional six (6) months on the same terms and conditions set forth herein.
4. Holdover. In the event Grantee holds over past the expiration of the Term of this Agreement the consideration therefor shall be \$500 per month.
5. Interference. Grantee and Grantee's Representatives shall utilize commercially reasonable efforts to minimize disruption to Grantor's use of the Property, and to prevent damage to the building, structures and other improvements on the Property or any personal property of Grantor and others located at, on or near the Property, if any.
6. Compliance with Laws. In using the Property for temporary storage, Grantee and Grantee's Representatives shall obtain all permits required under, and shall otherwise comply at all times with all laws, rules, regulation, orders, directives and requirements of any kind imposed by any federal, state or local government or any agency or instrumentality of any such government which are applicable to the Grantee's use of the Property, including without limitation any state or federal environmental laws and Grantee

shall cause its employees, representatives, agents, contractors and subcontractors to so comply.

7. Indemnification. Grantee hereby assumes any and all risks associated with the use of the Property by Grantee, its employees, agents or representatives. Grantee hereby agrees to indemnify, defend and hold Grantor, its employees, agents and representatives harmless from and against any and all claims, demands, damages, expenses, losses, fees, costs, liabilities, obligations, penalties and/or suits or other actions (including reasonable attorneys and expert fees) arising in any way from the use of the Property by Grantee, or from any acts or omissions of Grantee, its agents, employees or representatives on the Property. Grantee shall promptly repair any damage to the Property caused by any Grantee Representatives and return the Property to as near as reasonably practicable to the condition it was in prior to the date of this Agreement including insuring that the property is free of trash and debris. All provisions contained herein relating to Grantee's obligations or insuring and indemnifying Grantor and restoring the Property shall survive any termination of this Agreement.
8. Temporary fencing. If the Grantee installs fencing, or other security improvements, to the property they must remove all of those improvements at the termination of the lease. Any other disturbance caused to the property by the Grantee must be restored back to its original condition prior to termination of the lease.
9. Existing Infrastructure. Grantee acknowledges the existence of the hold and haul tanks located on the property. Grantee agrees to put a fence around that area to ensure that no damage occurs to that infrastructure. If any damage occurs to the infrastructure as a result of the construction for the Parking Project, or any of its contractors or representatives, Grantee agrees to reimburse Grantor for any costs incurred to restore the infrastructure to its condition prior to the construction of the Parking Project.
10. Insurance. Grantee shall, as a condition to the grant of the rights provided herein, comply with the insurance requirements set forth at Exhibit B attached hereto.
11. Grantor Rules. Grantor shall have the right to establish and enforce reasonable rules and regulations concerning this Agreement and Grantee's use of the Property and compliance with said rules and regulations by Grantee.
12. Assignment/Subletting. This Agreement is personal to Grantee and Grantee agrees not to sublease or assign it without the prior written consent of Grantor. Any purported assignment or sublease by Grantee shall be void *ab initio* and a basis for immediate termination of this Agreement.
13. Binding Provisions. This Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.
14. Governing Law. This Agreement shall be governed by the laws of the State of New York as to, including, without limitation, matters of validity, construction, effect and performance, but exclusive of its conflicts of laws provisions.

15. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be sent to each party's address as set forth at the beginning of this Agreement, subject to change by notice under this section.
16. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute one and the same instrument.
17. Early Termination. The Grantee acknowledges that the Grantor will utilize the property listed in Exhibit A as a utility area. The Grantee has the right to terminate this contract at any time with two (2) weeks written notice to the Grantee.
18. Entire Agreement. This Agreement constitutes the parties' entire agreement on this subject. No change, waiver or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

[No further text on this page; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed as of the date written under their respective signatures.

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

GRANTOR:

GENESEE GATEWAY LOCAL

DEVELOPMENT CORP.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

See cross-hatched area of parcel G-1 below

Property Address: Part of Crosby Road, Basom, New York
Tax Account No.: Part of 10.-1-36.11



EXHIBIT B

INSURANCE REQUIREMENTS

Grantee shall maintain insurance protecting Grantee from any and all claims under applicable Workers' Compensation statutes, and shall also provide Employer's Liability coverage with a limit of liability not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

Grantee shall maintain Commercial General Liability Insurance covering all claims of damages for all injuries, including death, and all claims on account of property damage, including Products/Completed Operations and Contractual Liability, of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** combined single limit for bodily injury ("BI") and property damage ("PD"). Such commercial general liability insurance may be carried through a combination of primary and excess liability coverage, shall be endorsed specifically to cover the contractual liability assumed in Section 8 of this Agreement, and shall provide that Grantor is covered as an additional insured.

Grantee shall maintain Comprehensive Automobile Liability Insurance with respect to any and all owned, hired and non-owned vehicles to be used by Grantee or any agent, employee, representative or subcontractor of Grantee in connection with the use of property or any other real property owned by Grantor with a limit of liability not less than **TWO MILLION DOLLARS (\$2,000,000.00)** combined single limit BI and PD.

Upon execution of this Agreement by Grantee and prior to any access to the Property, Grantee shall provide Grantor with certificates from its insurers evidencing that the insurance required to be maintained under this **EXHIBIT B** is in place.

If Grantee contracts with any third party to perform any portion of the Activities on the Property or any other real property owned by Grantor authorized to be performed under this Agreement, Grantee shall be responsible for the acts of such third party and Grantee shall bear all responsibility for assuring the adequacy of any insurance carried by any such third party. The amount of such insurance carried by any third party shall not limit Grantee's liability hereunder.

The liability of Grantee shall not be limited to the insurance required as part of this Agreement.

Genesee CARES - Status of Grant Disbursements & Eligible Reimbursements as of September 29, 2022

Applicant	ID	Location	Awarded Funding Level	Disbursement Request #1 - Disbursed	Disbursement Request #2 - Disbursed	Disbursement Request #3 - Disbursed	Disbursement Request #4 - Disbursed	Disbursement Request #5 - Submitted to OCR	Disbursement Request #6 - Submitted to OCR	Remaining Available Award to Request for Disbursement
First Wave Technology	1	Batavia - Town	\$25,000				\$25,000			\$0
Sweet Betty's	2	LeRoy	\$20,000	\$13,179		\$6,821				\$0
Pro Construction	3	Bergen	\$25,000	\$25,000						\$0
Red Roof Inn	4	Batavia - Town	\$25,000		\$25,000					\$0
Terry Hills	5	Batavia - Town	\$75,000						\$75,000	\$0
La Quinta	6	Batavia - Town	\$25,000		\$25,000					\$0
Hodgins Engraving	7	Batavia - Town	\$60,000			\$60,000				\$0
Rivers Performance	8	Batavia - Town	\$10,000	\$5,221		\$4,779				\$0
Chaps Elba Diner	9	Elba	\$50,000						\$50,000	\$0
Craft Cannery	10	Bergen	\$60,000				\$60,000			\$0
Sikes Enterprises	11	Batavia - City	\$25,000		\$25,000					\$0
New Caryville Inn	12	Oakfield	\$25,000			\$25,000				\$0
Center Street Smokehouse	13	Batavia - City	\$25,000				\$6,445			\$18,555
Smokin Eagle BBQ	14	LeRoy	\$50,000		\$50,000					\$0
John's Service	15	Batavia - City	\$25,000				\$14,541		\$6,757	\$3,703
Alleghany Services	16	Basom	\$60,000					\$60,000		\$0
Eden Café	17	Batavia - City	\$25,000		\$18,901		\$6,099			\$0
Copperhead Creek Bar	18	Batavia - City	\$75,000				\$40,300			\$34,700
Byron Hotel & Trailhouse	19	Byron	\$50,000					\$50,000		\$0
Empire Hemp	20	Batavia - City	\$15,000							\$15,000
Fava Brothers Lawn Care	21	Byron	\$60,000					\$60,000		\$0
The Spa at Artemis	22	Batavia - City	\$65,000				\$63,076	\$1,924		\$0
Totals			\$875,000	\$43,400 (9%)	\$143,901 (16%)	\$142,999 (16%)	\$169,061 (19%)	\$171,924 (20%)	\$131,757 (15%)	\$71,958 (8%)

- 18 Project submitted for disbursement of 100% of eligible Genesee CARES grant
- 3 Project submitted for disbursement of a portion of eligible Genesee CARES grant
- 1 Projects have not yet submitted for disbursements of eligible Genesee CARES grants