



## Genesee Gateway Local Development Corp. Meeting Agenda

Thursday, October 28, 2021

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

<b>PAGE#</b>	<b>1.0</b>	<b>Call to Order</b>	<b>4:00pm</b>
	<b>2.0</b>	<b>Chairman's Report and Activities</b>	<b>4:00pm</b>
	2.1	Upcoming Meetings: <b>Next Scheduled Board Meeting: Thursday, December 2<sup>nd</sup> at 4:00 p.m.</b> Audit & Finance Committee Meeting: Tuesday, November 30 <sup>th</sup> at 8:30 a.m. Board Meeting: Thursday, December 16 <sup>th</sup> at 4:00 p.m.	
	2.2	Agenda Additions/ Deletions / Other Business <b>**Vote</b>	
<b>2-6</b>	2.3	Minutes: October 7, 2021 <b>**Vote</b>	
	<b>3.0</b>	<b>Report of Management</b>	<b>4:05pm</b>
	3.1	Nothing at this time.	
	<b>4.0</b>	<b>Audit &amp; Finance Committee – D. Cunningham</b>	<b>4:05pm</b>
<b>7-11</b>	4.1	September 2021 Financial Statements <b>**Vote</b>	
<b>12-13</b>	4.2	GGLDC 2022 Budget <b>**Vote</b>	
<b>14-16</b>	4.3	GGLDC 1+3 Budget <b>**Vote</b>	
<b>17-23</b>	4.4	Auditor Selection <b>**Vote</b>	
	4.5	GCEDC Economic Development Support Grant <b>**Vote</b>	
<b>24-33</b>	4.6	Agricultural Land Lease <b>**Vote</b>	
<b>34-39</b>	4.7	WDI Grant / Cornell in High School <b>**Vote</b>	
	<b>5.0</b>	<b>Governance &amp; Nominating Committee – S. Noble-Moag</b>	<b>4:30pm</b>
	5.1	Nothing at this time.	
	<b>6.0</b>	<b>Other Business</b>	<b>4:30pm</b>
	6.1	Nothing at this time.	
	<b>7.0</b>	<b>Adjournment</b>	<b>4:30pm</b>



**GGLDC Board Meeting  
Thursday, October 7, 2021  
Location: Innovation Zone  
4:00 PM**

**GGLDC MINUTES**

**Attendance**

Board Members: S. Noble-Moag, C. Yunker, P. Zelif, D. Cunningham, G. Torrey, J. Tretter, T. Felton, P. Battaglia  
Staff: C. Suozzi, S. Hyde, L. Farrell, M. Masse, P. Kennett, J. Krencik, L. Casey  
Guests: M. Clattenburg (GCEDC Board Member), M. Gray (GCEDC Board Member), M. Landers (County Manager), R. Gaenzle (Harris Beach)  
Absent: T. Bender

**1.0 Call to Order**

D. Cunningham called the meeting to order at 5:17 p.m. in the Innovation Zone.

**2.0 Chairman's Report and Activities**

**2.1 Upcoming Meetings:**

**Next Scheduled Board Meeting: Thursday, October 28<sup>th</sup> at 4:00 p.m.**  
Audit & Finance Committee Meeting: Tuesday, October 26<sup>th</sup> at 8:30 a.m.

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

**2.3 Minutes: September 9, 2021**

**S. Noble-Moag made a motion to approve the September 9, 2021 minutes; the motion was seconded by G. Torrey. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
T. Bender -	Absent	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
J. Tretter -	Yes		

**The item was approved as presented.**

**3.0 Report of Management**

**3.1 Nothing at this time.**

**4.0 Audit & Finance Committee – D. Cunningham**

**4.1 August 2021 Financial Statements** - L. Farrell reviewed the August 2021 financial statements with the Board. The following was noted:

- Regular monthly activity for all funds.

The financial statements were reviewed in detail by the Committee and are recommended for approval.

**T. Felton made a motion to approve the August 2021 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
T. Bender -	Absent	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
J. Tretter -	Yes		

**The item was approved as presented.**

**4.2 Budget Timeline** – The 2022 Budget must be approved and entered into the NYS Public Authorities Reporting Information System (PARIS) online by November 1, 2021. L. Farrell reviewed the timeline to emphasize the need for a quorum at the next Board meeting, which will be held October 28, 2021. Board members are asked to notify staff if they have a conflict.

**4.3 Land Lease Rates**- D. Cunningham presented the proposed schedule for the land lease rates that were included with the meeting materials. Market conditions justify an increase in rates. Acreage that was charged \$60/acre for 2021 will increase to \$70/acre for 2022. Acreage that was charged \$100/acre for 2021 will increase to \$110/acre for 2022. The acreage for Ag Park that was being leased will likely be cut in half due to the HP Hood land sale.

This was recommended for approval by the Committee.

**P. Battaglia made a motion to approve the Land Lease Rates as presented; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
T. Bender -	Absent	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
J. Tretter -	Yes		

**The item was approved as presented.**

**4.4 LNK Holdings, Inc. (dba Craft Cannery)**- Craft Cannery would like to acquire and install filling equipment that will increase capacity and efficiencies to their production. Currently, the company has employees using two 36-gallon kettles that they pour out of to hand fill and hand label jars. This equipment will allow the company to produce 2-3 times the amount of product and add 2 FTE's.

Financing for the project includes a loan from the Genesee Gateway Local Development Corp.'s (GGLDC) Loan Fund #2 and equity.

The GGLDC is proposing to use Revolving Loan #2 funding in the amount of \$132,000 to provide a loan to the Company as gap financing on the project. The term loan will have an interest rate of Prime with a floor of 3% per annum, to be readjusted annually, and will be amortized over a 10-year term. The loan will be secured by a first position lien filing on the equipment, cross-corporate and personal guarantees from the members as well as a landlord waiver to access the collateral as necessary as they do not own the building.

Combined project sources and uses of funds are detailed as follows:

<u>Uses of Funds</u>	
Equipment	<u>\$154,000</u>
<b>Total Uses</b>	<b>\$154,000</b>
<u>Sources of Funds</u>	
GGLDC Loan Fund	\$132,000
Equity/Cash	<u>\$22,600</u>
<b>Total Sources</b>	<b>\$154,600</b>

This was recommended for approval by the Committee.

**S. Noble-Moag made a motion to approve the loan application for LNK Holdings, Inc. (dba Craft Cannery) as presented; the motion was seconded by G. Torrey. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
T. Bender -	Absent	C. Yunker -	Yes
G. Torrey -	Yes	P. Zeliff -	Yes
J. Tretter -	Yes		

**The item was approved as presented.**

**4.5 Hold and Haul Contract for STAMP Sewer Works Corp.** - To get NYSDEC review of the temporary hold and haul tank solution at STAMP for Plug Power they are requesting a copy of a valid contract with a municipality that is willing to haul, accept and treat the sanitary waste. Attached is a proposed contract from the Village of Oakfield to handle this. The Village of Oakfield will charge \$50 in tipping fees per delivery. There is also a hauling contract from Camden Group (they manage the Village of Oakfield facility) to complete the hauling.

Fund Commitment: None from GGLDC. Costs to be billed to Plug Power in the normal course of business.

There is an agreement between the STAMP Sewer Works Corp and Town of Oakfield where the Village agrees to accept liquid sewage waste for treatment. Another agreement between the STAMP Sewer Works Corp and Camden Group covers hauling. This is being brought before the GGLDC Board as the sole shareholder of the STAMP Sewer Works Corp. Preparation for an organizational meeting of the STAMP Sewer Works Corp is underway, but in the meantime the sole shareholder may act on behalf of the corporation due to the absence of officers, etc.

This was recommended for approval by the Committee.

**P. Battaglia made a motion to approve the Hold and Haul Contract with the Campden Group and tipping fees to the Village of Oakfield as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
T. Bender -	Absent	C. Yunker -	Yes
G. Torrey -	Yes	P. Zeliff -	Yes
J. Tretter -	Yes		

**The item was approved as presented.**

**4.6 Batavia Solar, LLC Ground Lease Amendment for MedTech Park-** The GGLDC has a Solar Ground Lease Agreement with YSG Solar (now Batavia Solar, LLC) for land at MedTech Park to construct a community solar project. The agreement was signed in April of 2019 and allowed for a due diligence period of six months, with another possible extension of 18 months. The initial due diligence period (six months) had a fee of \$250 and the extended due diligence period had a fee of \$1,800. This due diligence period ended in April. In May the GGLDC Board approved an amendment that allowed for an additional six months of due diligence for a fee of \$7,200 to be paid to the GGLDC, which expires on October 16, 2021. The original lease agreement defined the Rent Commencement Date as the Final Completion Date which would be defined between the Lessee and the Contractor constructing the facility. This amendment will establish the Rent Commencement Date as being October 16<sup>th</sup>, at which time the lease monthly lease payments to the GGLDC will commence. They are also seeking to amend the Expiration Date of the lease to be 25 years from the completion of the Generating Facility.

Fund Commitment: None.

This was recommended for approval by the Committee.

**P. Zeliff made a motion to approve the Batavia Solar, LLC Ground Lease Amendment for MedTech Park as presented; the motion was seconded by T. Felton. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
T. Bender -	Absent	C. Yunker -	Yes
G. Torrey -	Yes	P. Zeliff -	Yes



J. Tretter - Yes

The item was approved as presented.

**4.7 Addendum for Gateway GS, LLC Lease-** The GGLDC had previously agreed to and executed a lease agreement with Gateway GS, LLC for land in the Gateway II Corporate Park. The lease rate being charged was to cover the GGLDC's carrying costs of the land (mowing, maintenance, insurance, fire district fees, etc.). The lease did not address any change in the lease rate if Gateway GS, LLC purchased acreage. The lease Addendum #3 adjusts the annual lease rate to remove the acreage purchased by Gateway GS, LLC.

This was recommended for approval by the Committee.

**J. Tretter made a motion to approve the Addendum for Gateway GS, LLC Lease as presented; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
T. Bender -	Absent	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
J. Tretter -	Yes		

The item was approved as presented.

**5.0 Governance & Nominating Committee – S. Noble-Moag**

**5.1 Nothing at this time.**

**6.0 Other Business**

**6.1 Nothing at this time.**

**7.0 Adjournment**

As there was no further business, G. Torrey made a motion to adjourn at 5:28 p.m., which was seconded by D. Cunningham and passed unanimously.

**Genesee Gateway Local Development Corp.**  
**September 2021 Dashboard**  
**Balance Sheet - Accrual Basis**

	<u>9/30/21</u>	<u>8/31/21</u>	<u>[Per Audit]</u> <u>12/31/20</u>
<b><u>ASSETS:</u></b>			
Cash - Unrestricted	\$ 500,474	\$ 484,423	\$ 410,759
Cash - Restricted (A)	494,986	494,935	512,822
Cash - Reserved (B)	1,441,790	1,426,805	1,090,637
Cash - Subtotal	2,437,250	2,406,163	2,014,218
Grants Receivable (1)	5,406	5,406	30,406
Accounts Receivable	678	676	8,290
Loans Receivable - Current Portion	279,277	276,964	318,166
Other Current Assets (2)	9,884	12,212	872
<b>Total Current Assets</b>	<b>2,732,495</b>	<b>2,701,421</b>	<b>2,371,952</b>
Land Held for Dev. & Resale	2,885,776	2,885,776	3,496,874
Buildings & Improvements	7,202,120	7,202,120	7,202,120
Furniture, Fixtures & Equipment	46,599	46,599	46,599
Total Property, Plant & Equip.	10,134,495	10,134,495	10,745,593
Less Accumulated Depreciation	(2,103,591)	(2,087,264)	(1,956,649)
<b>Net Property, Plant &amp; Equip.</b>	<b>8,030,904</b>	<b>8,047,231</b>	<b>8,788,944</b>
Loans Receivable - Noncurrent Portion (Net of \$201,229 Allow for Bad Debt at 8/31/21 and \$202,125 at 7/31/21 & 12/31/20)	805,735	819,804	882,490
Equity Investment in Genesee Agri-Business, LLC (3)	2,562,240	2,562,240	3,220,240
<b>Other Assets</b>	<b>3,367,975</b>	<b>3,382,044</b>	<b>4,102,730</b>
<b>Total Assets</b>	<b>14,131,374</b>	<b>14,130,696</b>	<b>15,263,626</b>
<b><u>LIABILITIES:</u></b>			
Accounts Payable (4)	96,611	64,608	47,314
Unearned Revenue (5)	57,208	55,976	39,255
Security Deposits	109,944	109,944	109,944
Loans Payable - Current Portion	82,331	82,057	79,875
Bonds Payable - Current Portion	148,456	148,316	144,871
<b>Total Current Liabilities</b>	<b>494,550</b>	<b>460,901</b>	<b>421,259</b>
Loans Payable - Noncurrent Portion	2,199,523	2,206,508	2,261,585
Bonds Payable - Noncurrent Portion	2,559,930	2,573,069	2,682,494
<b>Total Noncurrent Liabilities</b>	<b>4,759,453</b>	<b>4,779,577</b>	<b>4,944,079</b>
<b>Total Liabilities</b>	<b>5,254,003</b>	<b>5,240,478</b>	<b>5,365,338</b>
<b>EQUITY</b>	<b>\$ 8,877,371</b>	<b>\$ 8,890,218</b>	<b>\$ 9,898,288</b>

**Significant Events:**

1. Grants Receivable - YTD decrease due to receipt of 241 Knapp Solar II funding supporting Workforce Development initiatives and the overall Economic Development Program.
2. Other Current Assets - Prepaid D&O, cyber, and general liability insurance.
3. Equity Investment in Genesee Agri-Business, LLC - YTD decrease due to distribution from GAB, LLC in May 2021; ties to corresponding GAB, LLC financial statements.
4. Accounts Payable - Grant for continuing Economic Development Program Support, MedTech Centre Property Management and broker fees regarding the Adecco lease.
5. Unearned Revenue - MedTech Centre rent received in advance, interest received in advance, etc.

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

(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.**  
**September 2021 Dashboard**  
**Profit & Loss - Accrual Basis**

	Month to Date		YTD		2021	2021
	9/30/21	9/30/20	2021	2020	Board Approved Budget	YTD % of Budget
<b>Operating Revenues:</b>						
Grants (1)	\$ -	\$ 6,804	\$ 50,000	\$ 224,804	\$ 997,648	5%
Interest Income on Loans	1,662	2,524	14,769	17,351	23,724	62%
Rent	59,289	56,960	542,235	514,429	708,787	77%
Common Area Fees - Parks	-	-	500	500	500	100%
Fees	-	-	3,000	4,900	-	N/A
Other Revenue	-	-	159	2,544	-	N/A
Land Sale Proceeds (2)	-	-	337,500	-	-	N/A
<b>Total Operating Revenues</b>	<b>60,951</b>	<b>66,288</b>	<b>948,163</b>	<b>764,528</b>	<b>1,730,659</b>	
<b>Operating Expenses:</b>						
Operations & Maintenance	9,452	56,368	96,181	137,495	145,838	66%
Professional Services	9,026	10,687	82,633	86,476	156,535	53%
Econ. Dev. Prog. Support Grant	25,000	25,000	225,000	225,000	300,000	75%
Site Development Expense	-	3,825	14,625	496,448	93,000	16%
Cost of Sales	-	-	621,489	-	-	N/A
Grant Expense (3)	-	-	658,145	-	1,044,148	63%
Real Estate Dev. (Capitalized)	-	-	100	2,520	15,000	1%
Buildings/Furniture/Equip. (Capitalized)	-	-	-	-	5,000	0%
Balance Sheet Absorption	-	-	(100)	(2,520)	(20,000)	1%
Depreciation	16,327	16,406	146,942	147,664	195,922	75%
<b>Total Operating Expenses</b>	<b>59,805</b>	<b>112,286</b>	<b>1,845,015</b>	<b>1,093,083</b>	<b>1,935,443</b>	
<b>Operating Revenue (Expense)</b>	<b>1,146</b>	<b>(45,998)</b>	<b>(896,852)</b>	<b>(328,555)</b>	<b>(204,784)</b>	
<b>Non-Operating Revenues (Expenses):</b>						
Other Interest Income	183	262	2,315	9,014	4,800	48%
Interest Expense	(14,176)	(16,476)	(126,380)	(181,194)	(168,156)	75%
<b>Total Non-Operating Exp.</b>	<b>(13,993)</b>	<b>(16,214)</b>	<b>(124,065)</b>	<b>(172,180)</b>	<b>(163,356)</b>	
<b>Change in Net Assets</b>	<b>(12,847)</b>	<b>(62,212)</b>	<b>(1,020,917)</b>	<b>(500,735)</b>	<b>\$ (368,140)</b>	
<b>Net Assets - Beginning</b>	<b>8,890,218</b>	<b>9,811,475</b>	<b>9,898,288</b>	<b>10,249,998</b>		
<b>Net Assets - Ending</b>	<b>\$ 8,877,371</b>	<b>\$ 9,749,263</b>	<b>\$ 8,877,371</b>	<b>\$ 9,749,263</b>		

**Significant Events:**

1. Grant Revenue YTD - Two solar projects closed (3104 & 3232 Batavia Solar) and grant revenue was recognized supporting Workforce Development initiatives and the overall Economic Development Program.
2. Land Sale Proceeds YTD - Mega Properties land sale at Gateway II Corporate Park.
3. Grant Expense YTD - Grant to Genesee Valley BOCES to acquire equipment for mechatronics workforce training.



**Genesee Gateway Local Development Corp.**  
**September 2021 Dashboard**  
**Statement of Cash Flows**

	<u>September 2021</u>	<u>YTD</u>
<b>CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Grant Income	\$ -	\$ 75,000
Interest Income on Loans	1,346	16,565
Rental Income	60,837	559,868
Common Area Fees - Parks	-	500
Fees	-	3,000
Other Revenue	-	5,632
Net Land Sale Proceeds	-	327,209
Operations & Maintenance	(7,085)	(141,191)
Professional Services	(2,064)	(67,793)
Economic Development Program Support Grant	-	(150,000)
Site Development Expense	-	(18,507)
Improvements of Land Held for Dev. & Resale	-	(100)
Grant Expense	-	(658,145)
Issuance of Loans	-	(150,000)
Repayment of Loans	11,756	265,644
Net Cash Provided By Operating Activities	<u>64,790</u>	<u>67,682</u>
<b>CASH FLOWS USED BY CAPITAL &amp; RELATED FINANCING ACTIVITIES:</b>		
Principal Payments on Bonds & Loans	(19,710)	(178,585)
Interest Paid on Bonds & Loans	(14,176)	(126,380)
Net Cash Used By Capital & Related Financing Activities	<u>(33,886)</u>	<u>(304,965)</u>
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income	183	2,315
Distribution from GABLLC	-	658,000
Net Cash Provided By Investing Activities	<u>183</u>	<u>660,315</u>
Net Change in Cash	31,087	423,032
Cash - Beginning of Period	2,406,163	2,014,218
Cash - End of Period	<u>\$ 2,437,250</u>	<u>\$ 2,437,250</u>
<b>RECONCILIATION OF OPERATING REVENUE (EXPENSE) TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Operating Revenue (Expense)	\$ 1,146	\$ (896,852)
Adjustments:		
Depreciation Expense	16,327	146,942
Decrease in Land Held For Dev. & Resale	-	611,098
Decrease (Increase) in Grants/Accounts Receivable	(2)	32,612
Decrease (Increase) in Other Current Assets	2,328	(9,012)
Decrease in Loans Receivable	11,756	115,644
Increase Operating Accounts Payable	32,003	49,297
Increase in Unearned Revenue	1,232	17,953
Total Adjustments	<u>63,644</u>	<u>964,534</u>
Net Cash Provided By Operating Activities	<u>\$ 64,790</u>	<u>\$ 67,682</u>

**Genesee Gateway Local Development Corp.**  
**September 2021 Dashboard**  
**Balance Sheet - Accrual Basis**

	GGLDC 9/30/21	GABLLC 9/30/21	Eliminations	COMBINED	
				9/30/21	Per Audit 12/31/2020
<b>ASSETS:</b>					
Cash - Unrestricted	\$ 500,474	\$ -	\$ -	\$ 500,474	\$ 410,759
Cash - Restricted <sup>(A)</sup>	494,986	-	-	494,986	512,822
Cash - Reserved <sup>(B)</sup>	1,441,790	1,047,612	-	2,489,402	2,786,172
Cash - Subtotal	2,437,250	1,047,612	-	3,484,862	3,709,753
Grants Receivable	5,406	-	-	5,406	30,406
Accts Receivable - Current	678	-	-	678	8,290
Loans Receivable - Current	279,277	-	-	279,277	318,166
Other Current Assets	9,884	-	-	9,884	872
<b>Total Current Assets</b>	<b>2,732,495</b>	<b>1,047,612</b>	<b>-</b>	<b>3,780,107</b>	<b>4,067,487</b>
Land & Improvements	2,885,776	2,452,174	-	5,337,950	5,949,048
Buildings & Improvements	7,202,120	-	-	7,202,120	7,202,120
Furniture, Fixtures & Equipment	46,599	-	-	46,599	46,599
Total Property, Plant & Equip.	10,134,495	2,452,174	-	12,586,669	13,197,767
Less Accumulated Depreciation	(2,103,591)	-	-	(2,103,591)	(1,956,649)
<b>Net Property, Plant &amp; Equip.</b>	<b>8,030,904</b>	<b>2,452,174</b>	<b>-</b>	<b>10,483,078</b>	<b>11,241,118</b>
Loans Receivable - Noncurrent	805,735	-	-	805,735	882,490
Equity Investment in GAB, LLC	2,562,240	-	(2,562,240)	-	-
<b>Other Assets</b>	<b>3,367,975</b>	<b>-</b>	<b>(2,562,240)</b>	<b>805,735</b>	<b>882,490</b>
<b>TOTAL ASSETS</b>	<b>14,131,374</b>	<b>3,499,786</b>	<b>(2,562,240)</b>	<b>15,068,920</b>	<b>16,191,095</b>
<b>LIABILITIES:</b>					
Accounts Payable	96,611	-	-	96,611	47,314
Unearned Revenue	57,208	-	-	57,208	39,255
Security Deposits	109,944	-	-	109,944	109,944
Loans Payable - Current Portion	82,331	-	-	82,331	79,875
Bonds Payable - Current Portion	148,456	-	-	148,456	144,871
<b>Total Current Liabilities</b>	<b>494,550</b>	<b>-</b>	<b>-</b>	<b>494,550</b>	<b>421,259</b>
Loans Payable - Noncurrent Portion	2,199,523	-	-	2,199,523	2,261,585
Bonds Payable - Noncurrent Portion	2,559,930	-	-	2,559,930	2,682,494
<b>Total Noncurrent Liabilities</b>	<b>4,759,453</b>	<b>-</b>	<b>-</b>	<b>4,759,453</b>	<b>4,944,079</b>
<b>TOTAL LIABILITIES</b>	<b>5,254,003</b>	<b>-</b>	<b>-</b>	<b>5,254,003</b>	<b>5,365,338</b>
<b>EQUITY</b>	<b>\$ 8,877,371</b>	<b>\$ 3,499,786</b>	<b>\$ (2,562,240)</b>	<b>\$ 9,814,917</b>	<b>\$ 10,825,757</b>

(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 Metropolitan Area Redevelopment Loan Funds, Grant Funds.

**Genesee Gateway Local Development Corp.**  
**September 2021 Dashboard**  
**Profit & Loss - Accrual Basis**

	GGLDC		GABLLC		COMBINED	
	9/30/21		9/30/21		9/30/21	Combined YTD
<u>Operating Revenues:</u>						
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Interest Income on Loans	1,662	-	-	-	1,662	14,769
Rent	59,289	-	-	-	59,289	553,227
Common Area Fees - Parks	-	-	-	-	-	6,768
Fees	-	-	-	-	-	3,000
Other Revenue	-	-	-	-	-	159
Land Sale Proceeds	-	-	-	-	-	337,500
<b>Total Operating Revenues</b>	<b>60,951</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>60,951</b>	<b>965,423</b>
<u>Operating Expenses:</u>						
Operations & Maintenance	9,452	-	-	-	9,452	104,572
Professional Services	9,026	-	-	-	9,026	82,633
Econ. Dev. Program Support Grant	25,000	-	-	-	25,000	225,000
Site Development Expense	-	-	-	-	-	14,625
Cost of Sales	-	-	-	-	-	621,489
Grant Expense	-	-	-	-	-	658,145
Real Estate Development (Capitalizer)	-	-	-	-	-	100
Balance Sheet Absorption	-	-	-	-	-	(100)
Depreciation	16,327	-	-	-	16,327	146,942
<b>Total Operating Expenses</b>	<b>59,805</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>59,805</b>	<b>1,853,406</b>
<b>Operating Expense</b>	<b>1,146</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,146</b>	<b>(887,983)</b>
<u>Non-Operating Revenues (Expenses):</u>						
Other Interest Income	183	90	-	-	273	3,523
Interest Expense	(14,176)	-	-	-	(14,176)	(126,380)
<b>Total Non-Operating Rev (Exp)</b>	<b>(13,993)</b>	<b>90</b>	<b>-</b>	<b>-</b>	<b>(13,903)</b>	<b>(122,857)</b>
<b>Change in Net Assets</b>	<b>(12,847)</b>	<b>90</b>	<b>-</b>	<b>-</b>	<b>(12,757)</b>	<b>(1,010,840)</b>
<b>Net Assets - Beginning</b>	<b>8,890,218</b>	<b>3,499,696</b>	<b>(2,562,240)</b>	<b>9,827,674</b>	<b>10,825,757</b>	
<b>Net Assets - Ending</b>	<b>\$ 8,877,371</b>	<b>\$ 3,499,786</b>	<b>\$ (2,562,240)</b>	<b>\$ 9,814,917</b>	<b>\$ 9,814,917</b>	

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## 2022 GGLDC CASH FLOW Plan (Sources / Uses of Funds)

- **\$4.5M Sources of Funds (Cash)**
  - 1/1/22 Beginning Cash = \$2.57M
  - \$819.6K NYS DOT Rail Grant – Genesee Valley Transportation Project [GVAB]
  - \$739.2K Rental Income [MTC Rents, GVAB Park and MTP land leases (including YSG / Batavia Solar), Gateway II ground lease, BETP CAM Charges]
  - \$287.7K Loan Repayments (P&I) [OCR, Ec. Dev. Loan Fund, Batavia Metropolitan Area Redevelopment Loan Fund]
  - \$93K Community Benefit Agreement (CBA) [Annual Payments end 2027] [BETP]
  - \$10K Workforce Development Initiative Grant
  - \$10K NYS Office of Community Renewal (OCR) Grant – covers grant consulting services [Ops]
  - \$1,600 Bank Interest
- **\$2.03M Uses of Funds (Cash):**
  - **\$446.9K Operations** – Economic Development Program Support Grant, Workforce Development Consultant and Initiatives, Audit/Tax/Grant Professional Services, and Insurance
  - **\$5.63K Gateway II** – Site Maintenance, Special District Fees, and Insurance
  - **\$114.7K Buffalo East Tech Park** – Wastewater Treatment Facility Upgrades, Gravel Driveway/Path, Site Maintenance, Special District Fees, and Insurance
  - **\$827.4K Ag Park** – NYS DOT Rail Grant Pass-Through, Insurance, Site Maintenance
  - **\$4.87K Upstate Med & Tech Park** - Site Maintenance, Special District Fees
  - **\$631.4K Upstate MedTech Centre** – Building/Common Area Maintenance, Supplies, Utilities, Special District Fees, Property Management, Insurance, Debt Service, Brokerage Fees (Adecco), Partial Conversion to LED Lighting
  - **\$370 WNY STAMP** – Special District Fees, Insurance
  - **\$0K Economic Development Loan Fund**
  - **\$0K Batavia Metropolitan Area Redevelopment Loan Fund**
- **Year End Cash Balance: \$2.5M**
  - Includes \$539.5K Unrestricted Funds
  - Includes Restricted and Reserved Funds:
    - \$900K Reserved for Strategic Investments
    - \$762.8K Reserved Loan Funds
    - \$300K Restricted MTC Security Deposits & USDA Bond Sinking Fund

## 2022 GAB, LLC CASH FLOW Plan (Sources / Uses of Funds)

- **\$2.59M Sources of Funds (Cash)**
  - 1/1/22 Beginning Cash = \$2.56M (Reserved for Strategic Investments)
  - \$21.3K GVAB Park CAM Charges and rent
- **\$8.9K Uses of Funds (Cash):**
  - Special District Fees and Tax Filing Fee
- **Year End Cash Balance: \$2.58M** (Reserved for Strategic Investment Funds)



**Statement of Operational Cash Flows: 2022 Budget: GGLDC BOARD APPROVAL:**

	Operations (00)	Gateway II (01)	BETPS (02)	GVAB (03)	MTP (05)	MTC (08)	WNY STAMP (06)	EDLF (22)	BMLF (24)	GGLDC Combined	GABLLC	Consolidated
<b>Sources of Funds / Cash Flows:</b>												
<b>Reserved:</b>												
- Strategic Investments	1,056,641	0	0	0	0	0	0	0	134,614	1,191,255	2,564,670	3,755,925
- Loan Repayments	0	0	0	0	0	0	0	327,407	297,093	624,500	0	624,500
<b>Restricted:</b>												
- America's Best Community	0	0	0	0	0	0	0	0	0	0	0	0
- Workforce Development	9,786	0	0	0	0	0	0	0	0	9,786	0	9,786
- CBA	0	0	0	0	0	0	0	0	0	0	0	0
- USDA Debt Sinking Fund	0	0	0	0	0	187,600	0	0	0	187,600	0	187,600
- MTC Security Deposits	0	0	0	0	0	112,470	0	0	0	112,470	0	112,470
<b>Unrestricted Cash Balance Plan 12/31/21</b>	<b>14,468</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>432,486</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>446,954</b>	<b>0</b>	<b>446,954</b>
<b>Projected Cash Balance as of 12/31/21</b>	<b>1,080,895</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>732,556</b>	<b>0</b>	<b>327,407</b>	<b>431,707</b>	<b>2,572,565</b>	<b>2,564,670</b>	<b>5,137,235</b>
Fees/Revenue: Loan Origination Fees / Application fees	0	0	0	0	0	0	0	0	0	0	0	0
Bank Interest	400	0	0	0	0	800	0	200	200	1,600	0	1,600
Loan Repayments (P&I): Reserved cash	149,620	0	0	0	0	0	0	118,746	19,370	287,736	0	287,736
Rent / Common Area Maintenance Charges for Parks	0	900	500	2,200	12,550	723,145	0	0	0	739,195	21,291	760,486
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0
Grant - NY Office of Community Renewal (OCR / DHCR)	10,000	0	0	0	0	0	0	0	0	10,000	0	10,000
Grant - Other	10,000	0	0	0	0	0	0	0	0	10,000	0	10,000
Grant - Federal / State	0	0	0	819,648	0	0	0	0	0	819,648	0	819,648
Grant - National Grid (Shovel-Ready, Strategic...)	0	0	0	0	0	0	0	0	0	0	0	0
Grant - Community Benefit Agreement (CBA)	0	0	93,000	0	0	0	0	0	0	93,000	0	93,000
Land Sales / Land Sale Installment Payments	0	0	0	0	0	0	0	0	0	0	0	0
Distributions from Affiliate(s) - GVAB LLC	0	0	0	0	0	0	0	0	0	0	0	0
Interfund Transfers	(24,300)	4,625	21,220	5,585	(7,890)	0	370	0	0	0	0	0
Due (To)/From Activity	145,720	5,625	114,720	827,413	4,870	723,945	370	118,946	19,570	1,961,179	21,291	1,982,470
<b>Subtotal funds received during year</b>	<b>1,226,615</b>	<b>5,625</b>	<b>114,720</b>	<b>827,413</b>	<b>4,870</b>	<b>1,456,501</b>	<b>370</b>	<b>446,353</b>	<b>451,277</b>	<b>4,533,744</b>	<b>2,585,961</b>	<b>7,119,705</b>
<b>Total Sources of Funds - GGLDC</b>												
<b>Uses of Funds / Cash Flows:</b>												
<b>Operations &amp; Maintenance Costs:</b>												
Insurance	10,100	470	860	1,765	0	17,550	140	0	0	30,825	0	30,825
Building Maintenance	0	0	0	0	0	109,350	0	0	0	109,350	0	109,350
Prof Svcs - Misc Engineering	0	0	0	0	0	0	0	0	0	0	0	0
Prof Svcs-Land Sales Closing Costs (Legal, Survey, Title, Filing Fees)	0	0	0	0	0	0	0	0	0	0	0	0
Prof Svcs- Ec Dev. Program Grant / MTC Mgmt	300,000	0	0	0	0	0	0	0	0	300,000	0	300,000
Prof Svcs- WFD	30,000	0	0	0	0	0	0	0	0	30,000	0	30,000
Prof Svcs-Other	22,000	0	0	0	0	465	0	0	0	22,465	0	22,465
Prof Svcs-Other (ABC Grant)	0	0	0	0	0	0	0	0	0	0	0	0
GCEDC Property Management	0	0	0	0	0	85,192	0	0	0	85,192	0	85,192
Site Maintenance: Brush hogging, Mowing, Landscaping	0	5,000	4,500	8,000	4,000	0	0	0	0	19,500	0	19,500
Property Taxes / Special District Fees	0	215	1,360	870	870	7,200	230	0	0	9,875	8,900	18,775
Loan Disbursements	0	0	0	0	0	0	0	0	0	0	0	0
Loan / Line of Credit Re-payments	0	0	0	0	0	0	0	0	0	0	0	0
Debt Service	0	0	0	0	0	406,620	0	0	0	406,620	0	406,620
Land Sales: Brokerage fees / Commission	0	0	0	0	0	0	0	0	0	0	0	0
Advertising & Marketing	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	59,786	0	0	0	0	0	0	0	0	59,786	0	59,786
Travel / Meetings	0	0	0	0	0	0	0	0	0	0	0	0
Rent	0	0	0	0	0	0	0	0	0	0	0	0
Grant Expense	0	0	0	819,648	0	0	0	0	0	819,648	0	819,648
Fees	0	0	0	0	0	0	0	0	0	0	25	25
<b>Subtotal Ops &amp; Maint Costs:</b>	<b>446,886</b>	<b>5,625</b>	<b>6,720</b>	<b>827,413</b>	<b>4,870</b>	<b>626,377</b>	<b>370</b>	<b>118,946</b>	<b>19,570</b>	<b>1,918,261</b>	<b>8,925</b>	<b>1,927,186</b>
<b>Development Costs:</b>												
Gas	0	0	0	0	0	0	0	0	0	0	0	0
Electric	0	0	0	0	0	0	0	0	0	0	0	0
Water	0	0	0	0	0	0	0	0	0	0	0	0
Sewer	0	0	93,000	0	0	0	0	0	0	93,000	0	93,000
Telecommunications / Data	0	0	0	0	0	0	0	0	0	0	0	0
Building Construction / Improvements	0	0	0	0	0	5,000	0	0	0	5,000	0	5,000
Roadway Installation	0	0	15,000	0	0	0	0	0	0	15,000	0	15,000
Signage and related	0	0	0	0	0	0	0	0	0	0	0	0
Prof Svcs: Wetlands Development / Mitigation	0	0	0	0	0	0	0	0	0	0	0	0
Prof Svcs: Other (Legal, Survey, Title paid directly to vendor)	0	0	0	0	0	0	0	0	0	0	0	0
Debt Service (Financing for Acquisition/Development) & LOC	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Development Costs:</b>	<b>0</b>	<b>0</b>	<b>108,000</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>113,000</b>	<b>0</b>	<b>113,000</b>
<b>Subtotal Gross Use of Funds via GGLDC/GCEDC</b>	<b>446,886</b>	<b>5,625</b>	<b>114,720</b>	<b>827,413</b>	<b>4,870</b>	<b>631,377</b>	<b>370</b>	<b>118,946</b>	<b>19,570</b>	<b>2,031,261</b>	<b>8,925</b>	<b>2,040,186</b>
Cost Offset: Paid by GCEDC	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Uses of Funds - GGLDC</b>	<b>446,886</b>	<b>5,625</b>	<b>114,720</b>	<b>827,413</b>	<b>4,870</b>	<b>631,377</b>	<b>370</b>	<b>118,946</b>	<b>19,570</b>	<b>2,031,261</b>	<b>8,925</b>	<b>2,040,186</b>
<b>Subtotal Operational Cash Balance Plan 12/31/22</b>	<b>779,729</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>825,124</b>	<b>0</b>	<b>446,353</b>	<b>451,277</b>	<b>2,502,483</b>	<b>2,577,036</b>	<b>5,079,519</b>
<b>Reserved:</b>												
- Strategic Investments	765,261	0	0	0	0	0	0	0	134,814	900,075	2,577,036	3,477,111
- Loan Repayments	0	0	0	0	0	0	0	446,353	316,463	762,816	0	762,816
<b>Restricted</b>												
- America's Best Community	0	0	0	0	0	0	0	0	0	0	0	0
- Workforce Development	0	0	0	0	0	0	0	0	0	0	0	0
- CBA	0	0	0	0	0	0	0	0	0	0	0	0
- USDA Debt Sinking Fund	0	0	0	0	0	187,600	0	0	0	187,600	0	187,600
- MTC Security Deposits	0	0	0	0	0	112,470	0	0	0	112,470	0	112,470
<b>Unrestricted Cash Balance Plan 12/31/22</b>	<b>14,468</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>525,054</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>539,522</b>	<b>0</b>	<b>539,522</b>
<b>Due To (Due From) - Interfund Borrowings</b>												
<b>Balance 1/1/22</b>	<b>15,897</b>	<b>0</b>	<b>(19,476)</b>	<b>75,328</b>	<b>0</b>	<b>0</b>	<b>(71,749)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Balance 12/31/22</b>	<b>15,897</b>	<b>0</b>	<b>(19,476)</b>	<b>75,328</b>	<b>0</b>	<b>0</b>	<b>(71,749)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Debt Schedule - External</b>												
1. Five Star Bank Line of Credit (\$700K Limit)												
Balance 12/31/21												
Balance 12/31/22												
2. Permanent Financing MedTech Ctr.												
Balance 12/31/21						4,944,027				4,944,027		\$4,944,027
Balance 12/31/22						4,697,928				4,697,928		\$4,697,928

FSB 649 - \$781,479  
FSB 622 - \$1,900,963  
USDA - \$2,261,585  
FSB 649 - \$735,429  
FSB 622 - \$1,784,044  
USDA - \$2,276,455



**GGLDC & GAB, LLC Consolidated**

**4 Year Budget 2022 - 2025**

**GGLDC BOARD APPROVED:**

**XXXX**

	2022 Budget	2023 Budget	2024 Budget	2025 Budget
<b>1 Revenues</b>				
<b>2 Bank Interest</b>	1,600	1,648	1,697	1,748
<b>3 Loan Interest</b>	19,940	15,028	10,702	8,569 *
<b>4 Rent / CAM Charges</b>	754,128	776,466	799,472	823,160 *
<b>5 Grant CBA - BETP</b>	93,000	93,000	93,000	93,000 *
<b>6 Grants Other</b>	839,648	0	0	0 *
<b>7</b>				
<b>8 Total Revenues</b>	1,708,316	886,142	904,871	926,477
<b>9</b>				
<b>10</b>				
<b>11 Expenses</b>				
<b>12 Insurance</b>	30,825	31,750	32,702	33,683
<b>13 Utilities</b>	19,500	20,085	20,688	21,308
<b>14 Depreciation</b>	197,203	203,119	209,213	215,489
<b>15 Economic Dev. Program Support Grant</b>	300,000	300,000	300,000	300,000 *
<b>16 Professional Services - Operations</b>	47,000	48,410	49,862	51,358
<b>17 Professional Services - Workforce Dev.</b>	30,000	30,900	31,827	32,782
<b>18 Supplies</b>	1,400	1,442	1,485	1,530
<b>19 Site Maintenance</b>	87,950	90,589	93,306	96,105 *
<b>20 Miscellaneous Operations Workforce Dev.</b>	59,786	0	0	0
<b>21 MTC Property Management</b>	85,192	87,748	90,380	93,092
<b>22 Property Taxes / Special District Fees</b>	18,775	19,338	19,918	23,921
<b>23 Interest Expense</b>	160,518	152,614	144,620	136,000 *
<b>24 Site Development</b>	93,000	93,000	93,000	93,000
<b>25 Grant Expense</b>	819,648	0	0	0 *
<b>26 Fees</b>	490	505	520	535
<b>27 Real Estate Development</b>	20,000	0	0	0 *
<b>28 Balance Sheet Absorption</b>	(20,000)	0	0	0 *
<b>29</b>				
<b>30 Total Expenses</b>	1,951,287	1,079,499	1,087,522	1,098,803
<b>31</b>				
<b>34 Net Income (Loss)</b>	(242,971)	(193,357)	(182,650)	(172,326)

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

**GAB, LLC**

**4 Year Budget 2022 - 2025**

**GGLDC BOARD APPROVED: XXXXXXXX**

	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>2024 Budget</b>	<b>2025 Budget</b>
<b><u>Revenues</u></b>				
Bank Interest	0	0	0	0
Loan Interest	0	0	0	0
Rent / CAM Charges	14,933	15,231	15,536	15,847
Grant CBA - BETP	0	0	0	0
Grants Other	0	0	0	0
<b>Total Revenues</b>	<b>14,933</b>	<b>15,231</b>	<b>15,536</b>	<b>15,847</b>
<b><u>Expenses</u></b>				
Insurance	0	0	0	0
Utilities	0	0	0	0
Depreciation	0	0	0	0
Economic Dev. Program Support Grant	0	0	0	0
Professional Services - Operations	0	0	0	0
Professional Services - Workforce Dev.	0	0	0	0
Supplies	0	0	0	0
Site Maintenance	0	0	0	0
Miscellaneous Operations Workforce Dev.	0	0	0	0
MTC Property Management	0	0	0	0
Property Taxes / Special District Fees	8,900	9,167	9,442	13,130
Interest Expense	0	0	0	0
Site Development	0	0	0	0
Grant Expense	0	0	0	0
Fees	25	26	27	27
Real Estate Development	0	0	0	0
Balance Sheet Absorption	0	0	0	0
<b>Total Expenses</b>	<b>8,925</b>	<b>9,193</b>	<b>9,469</b>	<b>13,157</b>
<b>Net Income (Loss)</b>	<b>6,008</b>	<b>6,038</b>	<b>6,067</b>	<b>2,690</b>

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

**GGLDC Consolidated  
 4 Year Budget 2022 - 2025**

**GGLDC BOARD APPROVED: XXXX**

	2022 Budget	2023 Budget	2024 Budget	2025 Budget
<b><u>Revenues</u></b>				
Bank Interest	1,600	1,648	1,697	1,748
Loan Interest	19,940	15,028	10,702	8,569*
Rent / CAM Charges	739,195	761,235	783,936	807,313*
Grant CBA - BETP	93,000	93,000	93,000	93,000*
Grants Other	839,648	0	0	0*
<b>Total Revenues</b>	<b>1,693,383</b>	<b>870,911</b>	<b>889,335</b>	<b>910,630</b>
<b><u>Expenses</u></b>				
Insurance	30,825	31,750	32,702	33,683
Utilities	19,500	20,085	20,688	21,308
Depreciation	197,203	203,119	209,213	215,489
Economic Dev. Program Support Grant	300,000	300,000	300,000	300,000*
Professional Services	47,000	48,410	49,862	51,358
Professional Services - Workforce Dev.	30,000	30,900	31,827	32,782
Supplies	1,400	1,442	1,485	1,530
Site Maintenance	87,950	90,589	93,306	96,105
Miscellaneous - Workforce Dev.	59,786	0	0	0
MTC Property Management	85,192	87,748	90,380	93,092
Property Taxes / Special District Fees	9,875	10,171	10,476	10,791
Interest Expense	160,518	152,614	144,620	136,000*
Site Development	93,000	93,000	93,000	93,000*
Grant Expense	819,648	0	0	0*
Fees	465	479	493	508
Real Estate Development	20,000	0	0	0*
Balance Sheet Absorption	(20,000)	0	0	0*
<b>Total Expenses</b>	<b>1,942,362</b>	<b>1,070,306</b>	<b>1,078,053</b>	<b>1,085,646</b>
<b>Net Income (Loss)</b>	<b>(248,979)</b>	<b>(199,395)</b>	<b>(188,718)</b>	<b>(175,016)</b>

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

4 Associate Drive  
Oneonta, New York 13820  
Phone: (607) 432-8700  
Fax: (607) 432-5122  
www.mmcpas.com



**MOSTERT, MANZANERO & SCOTT, LLP**  
*Certified Public Accountants*

Deborah L. Mostert, CPA  
Anthony T. Manzanero, CPA  
Mary E. Manzanero, CPA  
David E. Brownell, CPA

October 15, 2021

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

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

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



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

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

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

### **Audit Objectives**

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

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



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

### **Audit Procedures – General**

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

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

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

**Audit Procedures – Internal Control**

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

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

**Audit Procedures - Compliance**

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

**Other Services**

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

**Management Responsibilities**

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



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

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

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

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

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

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

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

#### **Engagement Administration, Fees and Other**

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

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

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

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

Genesee County Industrial Development Agency  
dba Genesee County Economic Development Center  
October 15, 2021  
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David E. Brownell, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report.

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

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

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

Sincerely,

*Mostert, Manzanero & Scott, LLP*

Mostert, Manzanero & Scott, LLP

RESPONSE:

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

By: \_\_\_\_\_  
Board Member Title Date

By: \_\_\_\_\_  
Lezlie Farrell Title Date



**Agricultural Farm Land Lease Agreement for 2022**

**Discussion:** See attached lease agreement and lessors.

**Fund commitment:** None.

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

## FARM LEASE AGREEMENT

**THIS FARM LEASE AGREEMENT** ("Lease") is made as of this \_\_\_ day of \_\_\_\_\_, by and between **Genesee Gateway Local Development Corp.**, a New York not-for-profit corporation, having an office at **99 MedTech Drive, Batavia, New York 14020-3141** ("Lessor"), and \_\_\_\_\_ whose address is \_\_\_\_\_ ("Lessee").

### WITNESSETH:

**WHEREAS**, Lessor is the fee simple owner of a certain parcel of real property commonly known as \_\_\_\_\_ Park, consisting of approximately \_\_\_\_\_ acres of land, as more particularly described as part of S.B.L. No.'s \_\_\_\_\_ in the Town of Batavia, County of Genesee, and State of New York (the "Property"); and

**WHEREAS**, Lessor desires to lease to Lessee a portion of the Property being approximately \_\_\_\_\_ acres of vacant land as shown on Exhibit A attached hereto (the "Premises"), and Lessee desires to lease the Premises from Lessor for the purpose of farming the Premises.

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

1. **Demise.** In consideration of the rents reserved hereunder and the terms and conditions of this Lease, Lessor does hereby demise and let unto Lessee, and Lessee does hereby take and lease from Lessor, the Premises. Lessee agrees to accept the Premises in their "as is" condition and "with all faults" existing as of the date hereof. Lessee agrees that this Lease has been entered into after full investigation of the Premises and without any reliance upon any statement or representation by Lessor or any other person. Nothing in this Lease shall confer upon Lessee any rights to minerals or timber on the Premises.

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

3. **Rent.** As consideration for this Lease, Lessee agrees to pay to Lessor annual rent in the amount of \$ \_\_\_\_\_ per acre (or \$ \_\_\_\_\_ for the entire Premises) for each Lease Year of the Term ("Rent"). Rent shall be due and payable to Lessor in two installments, as follows: Fifty (50%) percent of the Rent shall be due and payable by June 1 of each Lease Year and the remaining

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

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

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

Lessee shall not store, dump or dispose on the Premises any gasoline, motor oils or other hazardous substances. Lessee shall not at any time cause or permit any contamination of the Premises, including any ponds, stormwater or groundwater. Lessee shall not use any fertilizers (other than as specified on Exhibit B attached hereto), pesticides (other than as specified on Exhibit B attached hereto) or herbicides, and shall use such permitted fertilizers and pesticides only in strict accordance with the manufacturer's instructions and all applicable laws,



rules, regulations and orders. Lessee shall maintain accurate records, including the type, amount, and dates, of all fertilizers, pesticides, and herbicides used on the Premises and shall immediately notify Lessor of any violation, accidental or otherwise, of this provision. Lessee shall be solely responsible, at its sole cost and expense, for the remediation of any contamination caused or permitted by Lessee on the Premises. This provision shall survive the expiration or termination of this Lease.

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

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

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

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

satisfactory to Lessor in an amount sufficient to pay such contested lien, including all interest and costs related thereto.

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

**11. Events of Default.** Lessee shall be in default of this Lease if Lessee (a) fails to pay Rent or make any other payment due hereunder within ten (10) days after the date upon which it is due or (b) fails to perform or comply with any of the terms, covenants, agreements or conditions of this Lease, and such failure continues for more than thirty (30) days after written notice thereof from Lessor; provided, however, Lessee shall not be considered to be in default of this Lease if such default cannot be cured within thirty (30) days and Lessee immediately commences and diligently proceeds to cure such default and completes such cure within sixty (60) days after the event of default. Upon Lessee default, Lessor may, in addition to all other remedies available at law, elect to terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Premises, including all crops thereon, and Lessor shall thereafter have the right to harvest, sell or otherwise dispose of such crops without any obligation to account to Lessee for the value thereof.

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

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

**14. Interference.** Lessee will not interfere with the use, enjoyment and activity on Lessor's adjacent premises, and will not cause or permit any noise, vibration, odor, fumes or nuisance other than those typically related to the permitted use.

**15. Surrender of the Premises.** Upon the expiration or termination of this Lease, Lessee shall deliver the Premises to Lessor in substantially the same condition as existed at the time of the commencement of this Lease. In addition, upon Lessor's request and notwithstanding the covenant to use good agricultural practices contained in Paragraph 4 herein, Lessee shall, at its sole cost and expense, plow under the Premises and leave the Premises in a reasonably level condition.

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

**17. Severability.** Any provision or provisions of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof,



and the remaining provisions hereof shall nevertheless remain in full force and effect.

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

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

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

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

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

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

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

**25. Confession of Judgment for Possession.** Upon the expiration or termination of this Lease, and at any time when an event of default hereunder has occurred, Lessee irrevocably authorizes and empowers the clerk or the attorney of any court of record to appear for and confess judgment against Lessee for possession of the Premises. The authority and power to appear and confess a judgment against Lessee shall not be exhausted by the initial exercise thereof and may be confessed as often as any event of default hereunder occurs. Such authority

may be exercised during or after the expiration of the Term of this Lease. If such proceeding is terminated and the possession of the Premises remains in or is restored to Lessee, Lessor shall have the right for the same default or upon subsequent defaults or upon the termination of this Lease under any of the terms of this Lease to bring one or more further actions as hereinbefore set forth to recover possession of the Premises and confess judgment for the recovery of possession of the Premises as herein provided.

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

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

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

**LESSOR:**

Genesee Gateway Local Development Corporation, a New York not-for-profit corporation

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

PREMISES



**EXHIBIT B**

**PERMITTED FERTILIZERS AND PESTICIDES**

**2022 Land Lease Rates**  
**Agricultural leases**

**Genesee Gateway Local Development Corp.**

<b>Lessee</b>	<b>Location</b>	<b>Term</b>	<b>Rate / acre</b>
Boxler Dairy	Agri-Business Park	One year	\$ 110.00
Bob Wood	MedTech Centre	One year	\$ 70.00

# GGLDC

Chris Suozzi – Workforce Development

October 28, 2021

## “Cornell in High School” Workforce Program

### Discussion:

Our workforce development team is planning a beta test to support our food processing manufacturers.

“Cornell in High School” Program is being set up to teach Cornell’s Dairy Science and Sanitation. Cornell instructors will teach a maximum of 40 students from Batavia High Seniors and GV BOCES – Culinary Seniors and possible other school districts based on enrollment numbers.

The program is estimated to cost approximately \$25,000 with hope of \$10,000 funding support coming from the Workforce Development Institute (WDI) and the balance from GGLDC.

WDI’s contract is attached. GGLDC will need to provide required standard documentation for reimbursement and a write up on the program outcomes.

This funding support will enable the GGLDC to pilot a program to provide high school students with the training, experience, and support needed for employment in the food manufacturing industry. Students participating in this program will receive the training necessary to develop a certificate-based skill set for entry level employment in food processing after graduation. Participants will be given the opportunity to meet with employers from food manufacturing companies and interview for potential employment. Not only will this program help students find meaningful employment, but this program will also create a pipeline of skilled workers for local food production manufacturing companies.

This project is expected to result in students developing new skills and being placed in jobs within the food manufacturing industry.

**Action Requested:** Staff is requesting recommendation from the Committee to move forward with this workforce program and hope of funding support from WDI’s contract.

### Sources

WDI	\$10,000
GGLDC	\$15,000
Total	\$25,000

### Uses

Cornell Training	\$20,000
Class Support	\$ 5,000
Total	\$25,000



**MEMORANDUM OF AGREEMENT**  
**Workforce Development Institute**  
**Education/Training and Economic Development Initiatives**

**PARTIES**

This **AGREEMENT** is between the Workforce Development Institute, Inc. (WDI) as the **FUNDER**, having its principal offices at 96 South Swan St, Albany, NY, 12210, and the following as the **CONTRACTOR**:

Genesee Gateway Local Development Corporation  
99 MedTech Drive  
Batavia, NY 14020

**PURPOSE OF AGREEMENT**

WDI will provide funding *up to and including \$10,000.00* to Contractor in support of the "Cornell in High School" program. This funding will enable the organization to pilot a program to provide high school students with the training, experience, and support needed for employment in the food manufacturing industry. Students participating in this program will receive the training necessary to develop a certificate-based skill set for entry level employment in food processing after graduation. Participants will be given the opportunity to meet with employers from food manufacturing companies and interview for potential employment. Not only will this program help students find meaningful employment, but this program will also create a pipeline of skilled workers for local food production manufacturing companies. This project is expected to result in students developing new skills and being placed in jobs within the food manufacturing industry.

**Name of Project:**                    *"Cornell in High School" Program*  
**Contract Number:**                **RGV2204**  
**Funding Approved:**                **\$10,000.00**

**CONTRACT TERM**

WDI cannot reimburse for services/purchases that occur outside of the contract term therefore WDI is not responsible for the reimbursement of any part of the project that occurs outside of the timeline below. \_\_\_\_\_ (*Contractor Initials*)

**Contract Start Date:** January 1, 2022

**Contract End Date:** June 30, 2022

**BUDGET**

This funding pays for the reimbursement of the contracted services Cornell University to provide Dairy Science & Sanitation program content development and training as described on the quote included in the application not to exceed the approved amount of \$10,000.00. Please note that WDI will only reimburse for hours worked during the contract term up to the approved amount of

\$10,000.00. The total funding for this contract is not to exceed the approved amount of \$10,000.00 \_\_\_\_\_ (*Contractor Initials*)

### **REQUIRED REIMBURSEMENT DOCUMENTATION**

- Participant Intake Forms (*1 for each participant trained*)
- Sign-In Records (*1 for each session of each course*); **please ensure that the date/time of each session is clearly marked – sessions dated outside of the contract dates will not be reimbursed**
- Copy of original invoice(s) and copy of original payment(s) for contracted content development services and instruction services rendered under this contract
- Original itemized invoice from Contractor to WDI not to exceed \$10,000.00  
\_\_\_\_\_ (*Contractor Initials*)

**Final documentation required for payment is due by July 31, 2022**

### **PAYMENT**

Incorrect or incomplete submission of reports and documentation for payment may significantly delay reimbursement or altogether void this agreement. While WDI may send periodic reminders about contract end dates and documentation deadlines, it is the sole responsibility of the Contractor to understand the requirements and submission deadline(s) for payment. WDI receives funding for this grant made to Genesee Gateway Local Development Corporation from New York State and WDI must adhere to specific timeframes. **If ALL required materials are not received by July 31, 2022 (4 weeks after the contract end date), this agreement becomes immediately void as of August 1, 2022 and Genesee Gateway Local Development Corporation will not be reimbursed.** \_\_\_\_\_ (*Contractor Initials*)

**WDI RESERVES THE RIGHT TO AUDIT PROJECT VIA WRITTEN OR PHYSICAL ATTENDANCE**

### **WORKFORCE IMPACT ASSESSMENT**

The primary mission of WDI is to grow and keep good jobs in New York State therefore we look to fund projects that have a positive impact on the NYS workforce. **WDI expects Genesee Gateway Local Development Corporation to submit a report addressing the program outcomes including:**

- The number of students who developed new skills as a result of this project
- A list of students placed into jobs as a result of this project including their names, employer, job title, wages, and industry sector
- The results of all program related job interviews along with an explanation concerning any unsuccessful candidates
- A summary of lessons learned pertaining to the development and implementation of this program along with plans for future next steps
- Any other workforce/business outcomes from this project

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This report is due to WDI **3 months after the contract end date (September 2022)**. Assessing the outcome of this project is important for WDI to understand the extent to which the program was effective and yielded the expected results. The results of your report **do not** affect the support you will receive for this program however failure to submit a report may have a negative impact on any future funding requests. \_\_\_\_\_ (*Contractor Initials*)

## **COMMUNICATIONS/PUBLICITY**

- I. Communication by WDI – As a New York State funded organization, WDI has a responsibility to report on all funded projects statewide on our website, social media pages, and in annual publications. WDI reserves the right to include Contractor's name and/or logo in any and all reports published in print or online.  
\_\_\_\_\_ (*Contractor Initials*)
- II. Communication by Contractor – News releases or any other public announcements in print or online regarding this project may not be released without prior approval from the WDI to ensure that all publicity falls within NYS-DOL guidelines.  
\_\_\_\_\_ (*Contractor Initials*)

## **PHOTOGRAPHY RELEASE (OPTIONAL)**

WDI reserves the right to take pictures of any training or equipment funded through this agreement. Initials of the Contractor serve as permission for WDI to make these photographs public via printed, audiovisual, and social media. \_\_\_\_\_ (*Contractor Initials*)

## **COMPLIANCE WITH NYS PROCUREMENT GUIDELINES**

By signature below, Genesee Gateway Local Development Corporation agrees to comply with NYS procurement guidelines.

## **ENTIRE AGREEMENT**

It is expressly agreed that this instrument represents the entire agreement of the Parties and that all previous understandings are merged in this Agreement.

## **CONTRACT MODIFICATIONS**

This Agreement is tied to a specific WDI funding source therefore a contract extension cannot be guaranteed. No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

## **EXECUTORY CLAUSE**

This agreement shall be deemed valid only to the extent money is available to WDI from WDI's funding sources.



**Workforce Development Institute:**

Allison Bashkoff  
Allison Bashkoff  
Chief Financial Officer

10/12/21  
Date

\_\_\_\_\_  
Rodric Cox-Cooper  
Rochester Genesee Valley Regional Director

\_\_\_\_\_  
Date

**Genesee Gateway Local Development Corporation (GGLDC):**

\_\_\_\_\_  
Don Cunningham  
GGLDC Chairman

\_\_\_\_\_  
Date

CONTACT:  
Chris Suozzi, VP of Business & Workforce Development  
585-343-4866 ext. 11  
csuozzi@gcedc.com

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Client	Billing Address	Shipping Address
Genesee County EDC t. 5853434866 e. csouzzi@gcedc.com	Chris Suozzi Genesee County EDC 99 MedTech Drive Suite 106 Batavia, NY 14020	Chris Suozzi Genesee County EDC 99 MedTech Drive Suite 106 Batavia, NY 14020

**INVOICE #INV22-00270**

Status	Invoice Date	Due Date	Amount Due	Terms
Sent	08/31/2021	11/29/2021	\$20000.00	NET 90

QTY.	ITEM	PRICE	UNIT	DATE	TOTAL
40	<b>Content Development</b> The Dairy Science and Sanitation Workshop is tailored to high school students and is designed to help participants understand the basic principles of dairy science, sanitation, and food safety	\$350.00	each	08/31	\$14000.00
20	<b>Customized Training</b> Training to be delivered in sections over several weeks	\$300.00	per hour	08/31	\$6000.00

<p><b>Please make checks payable to Cornell University and mail payment to:</b> 411 Tower Rd. Cornell University Ithaca, NY 14853</p>	<p>Questions? Requests? Contact: Louise Felker e. lmf226@cornell.edu</p>	<b>SUBTOTAL</b>	<b>\$20000.00</b>
		<b>TAX</b>	<b>\$0.00</b>
		<b>PAYMENT RECEIVED</b>	<b>\$0.00</b>
		<b>AMOUNT DUE</b>	<b>\$20000.00</b>
<p><i>Please reference the invoice number on checks and return with one copy of this invoice to ensure proper credit.</i></p>			

Pay by Credit Card at: [N/A](#)

Pay by E-Check at: [N/A](#)

Notes: N/A

**For Use by Accounting Only**

IT 1433618	4020	INV22-00270_Content Developmen	\$14000.00	IT 1433618	30010	4060	INV22-00270_Customized Training	\$6000.00
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Thank You!

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