



Meeting Agenda – Audit and Finance Committee
 Genesee County Economic Development Center
 Tuesday, January 10, 2023 – 8:30 a.m.
 Location: 99 MedTech Drive, Innovation Zone

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	M. Gray	
	2. Chairman’s Report & Activities	M. Gray	
2-11	2a. Agenda Additions / Other Business		
	2b. Minutes: November 29, 2022 & December 15, 2022		Vote
	3. Discussions / Official Recommendations to the Board:		
12-17	3a. General Liability Insurance – Umbrella Coverage	L. Farrell	Disc / Vote
	3b. D&O Insurance Renewal	L. Farrell	Discussion
18-21	3c. November 2022 Financial Statements	L. Farrell	Disc / Vote
22-26	3d. 2023 County Funding Contract	L. Farrell	Disc / Vote
27-33	3e. ECIDA Shared Services Contract	M. Masse	Disc / Vote
	4. Adjournment	M. Gray	Vote



GCEDC Audit & Finance Committee Meeting
Tuesday, November 29, 2022
Location: 99 MedTech Drive, Innovation Zone
8:30 a.m.

MINUTES

ATTENDANCE

Committee Members: P. Zelif, M. Gray, T. Bender (Video Conference*)
Staff: L. Farrell, L. Casey, M. Masse, J. Krencik, P. Kennett, C. Suozzi, S. Hyde
Guests: D. Cunningham (GGLDC Board Member), T. Felton (GGLDC Board Member), J. Teresi (Tompkins Insurance), M. Zimmerman (Video Conference) (Harrison Studios)
Absent: P. Battaglia

* Attending from physical location identified in meeting notice as open to the public.

1. CALL TO ORDER / ENTER PUBLIC SESSION

M. Gray called the meeting to order at 8:35 a.m. in the Innovation Zone.

Presentation – Tompkins Insurance – J. Teresi from Tompkins Insurance attended the meeting to discuss the outlook for general liability insurance for 2023. As requested by the Board of Directors, Tompkins “shopped insurance”. Tompkins aggressively went after two municipal markets. However, because we are a quasi-governmental agency, they do not want to cover our entities. Additionally, per J. Teresi many carriers are not in the business of covering land development. The renewal costs from Selective were not available but are anticipated within the next 10 days. Historically, Selective has only charged for the exposure associated with the MedTech Centre building and has not charged for other development efforts. However, with the expectation that infrastructure development efforts will only increase, Selective will likely come forward with a policy that is reflective of that exposure. Nevertheless, it is anticipated that Selective will still be the best option. One way that Selective can control its exposure is by controlling the limit. Given this, J. Teresi is hopeful that Selective will continue with the \$1 million general liability policy, but it is unlikely that Selective will also include the \$10 million umbrella that was previously very affordable. If this is the case, an alternative umbrella program will have to be put together.

J. Teresi left the meeting at 8:58 a.m.

Enter Executive Session

P. Zelif made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:58 a.m. for the following reasons:

1. The proposed acquisition, sale, or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

2. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

The motion was seconded by T. Bender and approved by all members present.

M. Zimmerman left the meeting at 9:10 a.m.

Enter Public Session

P. Zeliff made a motion to enter back into public session at 9:11 a.m., seconded by T. Bender and approved by all members present.

Due to a potential quorum issue, the GCEDC Audit & Finance Committee suspended their meeting to allow the GGLDC meeting to commence. T. Felton needed to leave at 9:30 a.m. promptly.

The GCEDC Audit and Finance Committee meeting resumed at 9:32 a.m.

2. Chairman's Report & Activities

2a. Agenda Additions / Other Business –

T. Bender made a motion to remove agenda item 3b. Insurance Renewal; the motion was seconded by P. Zeliff. Roll call resulted as follows:

P. Battaglia - Absent
M. Gray - Yes
T. Bender - Yes (Video Conference*)
P. Zeliff - Yes

2b. Minutes: October 25, 2022

T. Bender made a motion to approve the October 25, 2022 minutes; the motion was seconded by P. Zeliff. Roll call resulted as follows:

P. Battaglia - Absent
M. Gray - Yes
T. Bender - Yes (Video Conference*)
P. Zeliff - Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:

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

- On the balance sheet, restricted cash in the \$8 Million and \$33 Million STAMP imprest accounts decreased. GURFs were submitted to ESD in October. Unearned revenue decreased by the same amount as revenue is recognized as qualifying expenditures are made.
- We did not close on any projects in October.

- In the operating fund, there are a few line items that are over budget related to expenditures that are front loaded, but they are beginning to level-out.
- Other than the above-mentioned items, there is normal monthly activity on the income statements for all funds.

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

P. Battaglia - Absent
M. Gray - Yes
T. Bender - Yes (Video Conference*)
P. Zelif - Yes

The item was approved as presented.

3b. Insurance Renewal – Removed from the agenda.

3c. Audit Services – The same discussion regarding audit services that took place during the GGLDC Audit and Finance Committee meeting also applies to the GCEDC.

The GCEDC and its affiliated corporations issued a joint Request for Proposals (RFP) for Professional Auditing Services on October 17, 2022. The RFP requested services for three audit years from January 1, 2022 to December 31, 2024, with an option of contracting for an additional two years (2025-2026). Requesting for this length of time is customary.

The RFP was submitted directly to five accounting firms. These firms were chosen based on research and consultation with Laura Landers, former Freed Maxick government services director. A notice was also published in the Batavia Daily News stating that the GCEDC and affiliated corporations issued an RFP for these services. The RFP responses were due by November 16th. Three proposals were received.

Proposals were reviewed and evaluated by:

Lezlie Farrell, CFO
Mark Masse, Sr. VP of Operations
Penny Kennett, Operations Manager

The proposals were evaluated based on:

- 1) Qualifications and experience of the audit firm
- 2) Qualifications and experience of the partners and staff.
- 3) Quoted fee rates for each year of the potential five-year engagement.
- 4) Compliance with local, state, and federal statutes and regulations.
- 5) Anticipated potential audit problems (if any).

Mostert, Manzanero & Scott, LLP is the firm being recommended by staff. Along with the firm's experience with the GCEDC and affiliated entities, they have listed references including three other Industrial Development Agencies and a Local Development Corporation. The proposed fee schedule from Mostert, Manzanero & Scott, LLC was included with the meeting materials.

P. Zeliff made a motion to recommend to the full Board the approval of a 3-year engagement with Mostert, Manzanero & Scott, LLC for the 2022-2024 audits as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes (Video Conference*)
- P. Zeliff - Yes

The item was approved as presented.

3d. Apple Tree Acres PSA & Authorizing Resolution - The GCEDC has received a Purchase and Sale Agreement from a potential project to acquire approximately 32.08 acres of tax parcel 13.-1-65 for \$850,000.

Fund Commitment: Legal fees to Harris Beach for the transaction as listed in the resolution, not to exceed \$18,000.

Resolution No. 12/2022 - 06

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING (i) THE SALE OF CERTAIN AGENCY OWNED REAL PROPERTY TO JACOB BERARDI ON BEHALF OF AN ENTITY TO BE FORMED, AND (ii) THE EXECUTION OF A PURCHASE AND SALE AGREEMENT, A DEED, AN EASEMENT AGREEMENT, AND RELATED DOCUMENTS IN CONNECTION THEREWITH.

T. Bender made a motion to recommend to the full Board the approval of the PSA, Authorizing Resolution, and payment of legal fees not to exceed \$8,000 in connection with the closing; the motion was seconded by P. Zeliff. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes (Video Conference*)
- P. Zeliff - Yes

The item was approved as presented.

3e. LeRoy PSA, Authorizing Resolution, & Commission Agreement - The GCEDC has received a Purchase and Sale Agreement from a potential project to acquire approximately 20 acres out of tax parcel 25.-1-75 for \$1,107,150.

Fund Commitment: Legal fees to Harris Beach for the transaction as listed in the resolution, not to exceed \$13,000.

The Committee stated that on the first page of the PSA, there is a discrepancy in the deposit amount between the long hand form number (Twenty Thousand and No/100 Dollars) and the numerical value (\$50,000) included. Staff confirmed that the deposit amount is \$50,000.

Resolution No. 12/2022 - 07

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING (i) THE SALE OF CERTAIN AGENCY OWNED REAL PROPERTY TO WALDEN DEVELOPMENT GROUP, LLC, AND (ii) THE EXECUTION OF A PURCHASE AND SALE AGREEMENT, A DEED, AN EASEMENT AGREEMENT, AND RELATED DOCUMENTS IN CONNECTION THEREWITH.

P. Zeliff made a motion to recommend to the full Board the approval of the PSA, Authorizing Resolution, including payment of legal fees not to exceed \$13,000 in connection with the closing, and the commission agreement with Pyramid Brokerage as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes (Video Conference*)
- P. Zeliff - Yes

The item was approved as presented.

3f. Consulting Assistance on Local Labor Policy Reporting (Hecate/Cider Solar) - Loewke Brill Consulting Group, Inc. has been the GCEDC's consultant who assists with the monitoring and reporting of company's compliance with the local labor policy. The Board has determined that companies need to provide the GCEDC with a deposit that will cover the costs of these services. Any amount not utilized will be returned to the company.

The following fee is based on the company's project description and timeline as provided in the application for incentives.

Project: Hecate (Cider Solar)

Fund Commitment: \$19,980.

P. Zeliff made a motion to recommend to the full Board the approval of the contract with Loewke Brill for the Hecate Cider Solar LLC project not to exceed \$19,980 contingent upon receipt of the deposit from the project; the motion was seconded by T. Bender. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes (Video Conference*)
- P. Zeliff - Yes

The item was approved as presented.

3g. e3communications Contract – e3communications, a professional media and public relations firm/consultant, has submitted a proposal for 2023 services related to public relations and social media marketing for the Genesee County Economic Development Center (GCEDC).

In 2022, e3communications supported GCEDC staff with GCEDC planning, sales and marketing, and government/stakeholder relations; including support of the GLOW With Your Hands, Genesee CARES and events/groundbreakings for Ellicott Station, New York Bus Sales, Brickhouse Commons, and related activities. e3communications also maintains an expanded social media presence to audiences in project development and the greater public.

Fund Commitment: \$24,000 fund commitment. Funding is available and budgeted in the 2023 GCEDC Marketing – Operations budget for the full contract.

P. Zelif asked if this commitment is an increase from last year's contract. J. Krencik will confirm at the full Board meeting.

T. Bender made a motion to recommend to the full Board the approval of the 2023 e3Communications contract not to exceed \$24,000; the motion was seconded by P. Zelif. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes (Video Conference*)
- P. Zelif - Yes

The item was approved as presented.

3h. Greater Rochester Enterprise Contract – Greater Rochester Enterprise (GRE) is our non-profit regional economic development organization supported by a team of private and public-sector leaders in the Finger Lakes Region to grow the economy in Genesee County and our eastern neighbors.

This funding request supports GRE staff partnerships with the GCEDC’s business development, sales and marketing efforts, site development, and talent attraction efforts. The GCEDC also receives an active role on Greater Rochester Enterprise’s board of directors.

GRE staff directly enhance the GCEDC’s active sales funnel at STAMP and our shovel-ready sites. Notably, GRE has provided critical regional connections that further company due diligence, including work that lead to Edwards Vacuum’s \$319 million, 600-job project announced in November.

Included with the meeting materials was a memo from GRE President and CEO Matt Hurlbutt for a full report of his organization’s support to the GCEDC.

Fund Commitment: An investment renewal of \$52,000 for continued marketing and business development support for one year.

P. Zelif made a motion to recommend to the full Board the approval of the 2023 Greater Rochester Enterprise Contract, not to exceed \$52,000; the motion was seconded by T. Bender. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes (Video Conference*)
- P. Zelif - Yes

The item was approved as presented.

3i. Invest Buffalo Niagara Contract – Invest Buffalo Niagara (InBN) is our non-profit regional economic development organization supported by a team of private and public-sector leaders in the Western New York region to grow the economy in Genesee County and our western neighbors.

This funding request supports InBN staff partnerships with the GCEDC's business development, sales and marketing efforts, site development, and talent attraction efforts. The GCEDC also receives an active role on InBN's board of directors.

InBN staff directly enhance the GCEDC's active sales funnel at stamp and our shovel-ready sites. Notably, InBN has provided critical data analysis that further company due diligence, including work that lead to Edwards Vacuum's \$319 million, 600-job project announced in November.

Included with the meeting materials was a memo from Invest Buffalo Niagara Chief Operating Officer Jenna Kavanaugh for a full report of her organization's support to the GCEDC.

Fund Commitment: An investment renewal of \$25,000 for continued marketing and business development support for one year. This investment cost was anticipated and contained in the 2023 budget.

T. Bender made a motion to recommend to the full Board the approval of the 2023 Invest Buffalo Niagara Contract not to exceed \$25,000; the motion was seconded by P. Zelif. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes (Video Conference*)
- P. Zelif - Yes

The item was approved as presented.

3j. Workforce Consulting Agreement – Included with the meeting materials was a consulting agreement for the period of January 1, 2023 through December 31, 2023. This agreement is between Sheila Eigenbrod, retired Pavilion High School Principal / current Interim Principal, and the GCEDC. This is the same agreement that was used for John Jakubowski. Services to be provided by Sheila Eigenbrod include the following:

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

4. Provide consulting services as requested by the GCEDC / GGLDC.

This contract is not to exceed \$29,800 and was included in the 2023 GCEDC budget. The County increased their funding amount in 2022 by \$25,000 to support administration of a workforce development program. These funds will be used for this contract.

P. Zelif made a motion to recommend to the full Board the approval of the Workforce Development Agreement with Sheila Eigenbrod, not to exceed \$29,800; the motion was seconded by T. Bender. Roll call resulted as follows:

P. Battaglia - Absent
M. Gray - Yes
T. Bender - Yes (Video Conference*)
P. Zelif - Yes

The item was approved as presented.

4. ADJOURNMENT

As there was no further business, P. Zelif made a motion to adjourn at 9:44 a.m., seconded by T. Bender and passed unanimously.



GCEDC Audit & Finance Committee Meeting

Thursday, December 15, 2022

Location: 99 MedTech Drive, Innovation Zone

3:00 p.m.

MINUTES

ATTENDANCE

Committee Members: M. Gray, T. Bender, P. Battaglia (Video Conference*)
 Staff: L. Farrell, L. Casey, M. Masse, J. Krencik, C. Suozzi, S. Hyde
 Guests: D. Cunningham (GGLDC Board Member)
 Absent: P. Zelif

* Attending from physical location identified in meeting notice as open to the public.

1. CALL TO ORDER / ENTER PUBLIC SESSION

M. Gray called the meeting to order at 3:42 p.m. in the Innovation Zone.

2. Chairman’s Report & Activities

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

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:

3a. Insurance Renewal - The same discussion that took place during the GGLDC Audit & Finance Committee regarding the insurance renewal applies to the GCEDC. The key points of discussion have been added for ease of reference. As requested by the Board of Directors, Tompkins “shopped insurance”. Tompkins aggressively went after two municipal markets; however, because we are a quasi-governmental agency, they do not want to cover our entities. Additionally, per J. Teresi many carriers are not in the business of covering land development. Historically, Selective has only charged for the exposure associated with the MedTech Centre building and has not charged for other development efforts. Last year, the insurance premium was approximately \$40,000. However, with the development of the STAMP site there is an expectation that infrastructure development efforts will only increase and a change in land classification has been made. Vacant land is approximately \$3/acre while land under development is approximately \$20/acre. Selective has provided a quote that is reflective this change and increased risk exposure. This year, the insurance premium across all entities, including the STAMP Water and Sewer Works Corps, is approximately \$71,000. This does not include the \$10 million umbrella. Despite this increase, Selective is still the *only* and *best* option. The pricing included in the proposal disbursed today and presented is fairly accurate. This increase was not included in the 2023 budget. Therefore, there will be a budget variance as opposed to a budget amendment. J. Teresi is working with Selective to clean up the charges, exposures and acreage listed. He is also working to put together an alternative umbrella program. He hopes to have this pricing by next week.

T. Bender made a motion to recommend to the full Board moving forward with the 2023 insurance renewal with Selective; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia - Yes (Video Conference*)

M. Gray - Yes
T. Bender - Yes
P. Zelif - Absent

The item was approved as presented.

4. ADJOURNMENT

As there was no further business, T. Bender made a motion to adjourn at 3:43 p.m., seconded by P. Battaglia and passed unanimously.

GCEDC

Lezlie Farrell – Finance & Operations
Audit & Finance Committee Report
January 10, 2023

General Liability Insurance – Umbrella Coverage

Please see the attached quote for \$5M of umbrella coverage. Breakout of layers \$1M - \$5M is as follows:

\$1M - \$15,300
\$2M – \$22,950
\$3M – \$26,775
\$4M – \$28,775
\$5M - \$30,775

An additional \$5M in excess of this coverage would be available for \$10,500 from Westchester Fire Insurance Company, part of the Chubb Group.

The board previously approved moving forward with a renewal for General Liability coverage with Selective Insurance for approximately \$71,000.

Joe Teresi will attend the Audit & Finance Committee to discuss.



W H Greene Associates Inc 400 Quaker Rd * East Aurora, NY 14052
Phone: (716) 805-1090 * Web: <http://www.whgreene.com/>
In California, dba WH Greene & Associates Insurance Brokers

INSURANCE QUOTE

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

THIS QUOTATION EXPIRES 30 DAYS FROM THE ISSUE DATE OR ON THE PROPOSED EFFECTIVE DATE LISTED BELOW.

DATE ISSUED: 12/22/2022

PRODUCER: Tompkins Insurance Agencies, Inc. (Batavia) *
90 Main Street
Batavia NY 14020

INSURED: Genesee County Economic Development,
99 Med Tech Dr Suite 106
Batavia, NY 14020

INSURER: Merchants Mutual Ins Co
Admitted

COVERAGE: Umbrella Liability

POLICY PERIOD: 01/01/2023 TO 01/01/2024

TERM: 1 Year

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS OF LIABILITY: \$ 5,000,000 Occurrence
\$ 5,000,000 Aggregate

EXCESS OF:
1mm Auto Liability Selective Ins Co of the Southeast
1mm/2mm/2mm/1mm General Liability Selective Ins Co of the Southeast

DEDUCTIBLES/SIR: \$ 10,000 Self Insured Retention

PREMIUM: \$ 30,775.00 Annual Premium
\$ 923.00 TRIA Premium
\$ 31,698.00 Total Gross Amount

TERRORISM COVERAGE IS AVAILABLE AS INDICATED ABOVE. WE MUST BE ADVISED IN WRITING AT TIME OF BINDING IF COVERAGE IS ACCEPTED OR DECLINED.

POLICY FORM: Occurrence



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TERMS / CONDITIONS:

(a) THE PREMIUM SHOWN IS THE ANNUAL MINIMUM AND DEPOSIT PREMIUM SUBJECT TO 25.0% MINIMUM EARNED PREMIUM FULLY EARNED AT INCEPTION.

(b) ENDORSEMENTS / NOTABLE EXCLUSIONS:

EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO:

Absolute Pollution
Silica
Asbestos
Lead
Known Injury or Damage
CCC
War / Terrorism
ERISA
Discrimination
EPL
EIFS
Fungi / Bacteria
Cross Suits
Cyber Exclusion
Communicable Disease
Abuse & Molestation

FOLLOW FORMS:

CGL Follow Form Endt

ATTACHMENTS:

Non Concurrent - Unimpaired Aggr Endt
Named Insured Endt
Contractors limitation
Waiver of Subrogation (Blkt wording)
Sublimit Endt
Primary/ Non-Contributory (Blkt wording)
State Amend. Endt.



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(c) **ATTACHMENTS / SUBJECT TO:**

PRIOR TO BINDING - Completed HNOA auto safety supplement
PRIOR TO BINDING - If Terrorism Coverage is Rejected, a signed & dated Terrorism form is required
PRIOR TO BINDING - Receipt and acceptable review of a completed Policy Verification form that includes POLICY NUMBERS for scheduled underlying policies and copies of binders once they are available.
PRIOR TO BINDING - Receipt and acceptable review of Signed/completed Acord 125 & 131 Applications by Insured
PRIOR TO BINDING – Receipt and acceptable review of Signed State Fraud Warning - Signed 125 (if included) or equivalent

WITHIN 25 DAYS OF BINDING - COMPLETE copy - Underlying Automobile Policy
WITHIN 25 DAYS OF BINDING - COMPLETE copy - Underlying General Liability Policy

At a minimum, we require a **signed ACORD 125 Form, Umbrella/Excess 131 Form**, and any applicable state fraud warranty form.

NOTE: If we do not receive a copy of the underlying policies, our policy will be canceled. If the terms of any underlying policy differ from those advised to us, the insurer reserves the right to endorse the policy with additional exclusions or limitation endorsements.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

NY FTZ 2-13000

Bind Request must be received prior to the effective date of coverage. Coverage cannot be back dated.

All underlying carriers AM Best rated A-VI , B+VII or better.

(d) **ALL OTHER TERMS AND CONDITIONS APPLY PER FORM**

FAILURE TO COMPLY WITH ANY OF THE ABOVE MAY RESULT IN THE TERMINATION OF YOUR COVERAGE.

COMMISSION: 10.00%

This quote is issued based upon the insurer's agreement to quote and is issued by the undersigned without any liability whatsoever as an insurer. This quote may be withdrawn by the insurer at any time prior to binding.

NOTE: WE CANNOT BIND COVERAGE WITHOUT THE CONSENT OF THE INSURER. COVERAGE IS NOT EFFECTED UPON YOUR ORDER TO BIND BUT UPON OUR CONFIRMATION TO YOU THAT COVERAGE HAS



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INDEED BEEN BOUND BY THE INSURER.

PREMIUM PAYMENT IS DUE WITHIN 20 DAYS FROM EFFECTIVE DATE

AUTHORIZED REPRESENTATIVE

Will Tredo

INSURED: Genesee County Economic Development

DATE ISSUED: 12/22/2022



Policy Number:

Policy Period:

NOTICE - OFFER OF TERRORISM COVERAGE NOTICE - DISCLOSURE OF PREMIUM

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown below and in the policy Declarations.

If you accept this offer, the premium for terrorism coverage is \$ 923.00.

To reject this offer, please complete the REJECTION STATEMENT below.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

REJECTION STATEMENT

I hereby reject the offer of terrorism coverage. I understand that an exclusion of certain terrorism losses will be made part of this policy

Policyholder's Signature:

Date:

Print Name

**Genesee County Economic Development Center
November 2022 Dashboard
Balance Sheet - Accrual Basis**

DRAFT

	<u>11/30/22</u>	<u>10/31/22</u>	[Per Audit] <u>12/31/21</u>
ASSETS:			
Cash - Unrestricted	\$ 6,538,325	\$ 6,605,391	\$ 7,339,508
Cash - Restricted (A)(1)	9,510,226	9,416,135	11,674,315
Cash - Reserved (B)	795,629	794,162	792,739
Cash - Subtotal	16,844,180	16,815,688	19,806,562
Grants Receivable (2)	60,728	60,728	65,327
Accounts Receivable (3)	65,190	33,249	337,456
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	7,283	21,361	42,651
Loans Receivable - Current	54,493	55,832	52,489
Total Current Assets	17,034,706	16,989,690	20,307,317
Land Held for Dev. & Resale (5)	22,060,953	22,060,953	19,467,282
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	22,132,210	22,132,210	19,538,539
Less Accumulated Depreciation	(69,129)	(69,074)	(68,528)
Net Property, Plant & Equip.	22,063,081	22,063,136	19,470,011
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	142,914	147,749	195,885
Other Assets	142,914	147,749	195,885
TOTAL ASSETS	39,240,701	39,200,575	39,973,213
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (10)	597,836	597,836	597,836
Deferred Outflows of Resources	597,836	597,836	597,836
LIABILITIES:			
Accounts Payable (6)	96,744	6,423	548,813
Loan Payable - Genesee County - Current (7)	305,000	305,000	295,000
Accrued Expenses	66,978	66,618	29,545
Unearned Revenue (8)	9,200,963	9,198,382	10,993,355
Total Current Liabilities	9,669,685	9,576,423	11,866,713
Loans Payable - ESD (9)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (7)	2,825,000	2,825,000	3,130,000
Aggregate Net Pension Liability (10)	2,612	2,612	2,612
Total Noncurrent Liabilities	8,024,099	8,024,099	8,329,099
TOTAL LIABILITIES	17,693,784	17,600,522	20,195,812
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (10)	791,742	791,742	791,742
Deferred Inflows of Resources	791,742	791,742	791,742
NET ASSETS	\$ 21,353,011	\$ 21,406,147	\$ 19,583,495

Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD. Also included are funds received from the County per a Water Supply Agreement, to be put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. These funds were used to pay for qualifying expenditures; Zero balance at 10/31/22 forward.
2. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
3. Accounts Receivable - Econ. Dev. Program Support Grant, MedTech Centre Property Management, etc.
4. Prepaid Expense(s) - General Liability, Cyber, D&O, Life, long-term and short-term disability insurance, property insurance, etc.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Payable - PIF payments received in November that will be disbursed in December, e3communications expenses, dental insurance and interest earned on imprest accounts that will be remitted to ESD.
7. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
8. Unearned Revenue - Annual administration fees; interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
9. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
10. Deferred Pension Outflows / Aggregate Net Pension Liability / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

(A) Restricted Cash = GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance.

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

**Genesee County Economic Development Center
November 2022 Dashboard
Profit & Loss - Accrual Basis**

DRAFT

	Month to Date		YTD		2022	2022
	11/30/22	11/30/21	2022	2021	Board Appr. Budget	YTD % of Budget
Operating Revenues:						
Genesee County	\$ 19,459	\$ 19,459	\$ 214,051	\$ 214,050	\$ 233,513	92%
Genesee County - WFD	2,083	-	22,915	-	-	N/A
Fees - Projects	250	29,075	383,093	3,408,824	411,500	93%
Fees - Services	7,099	6,961	78,090	76,572	85,192	92%
Interest Income on Loans	211	258	2,540	3,057	2,744	93%
Rent	-	3,086	16,393	19,892	21,071	78%
Common Area Fees - Parks	-	-	373	355	360	104%
Grants (1)	82,809	(1,000)	4,231,366	6,322,616	8,891,710	48%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	275,000	275,000	300,000	92%
GCFC Grant - Econ. Dev. Program Support	-	-	328,388	-	-	N/A
Land Sale Proceeds	-	-	67,500	2,091,880	-	N/A
BP ² Revenue	-	-	22,693	1,342	27,454	83%
Other Revenue	-	-	1,390	2,159	5,000	28%
Total Operating Revenues	136,911	82,839	5,643,792	12,415,747	9,978,544	57%
Operating Expenses						
General & Admin	119,397	224,915	1,243,454	1,274,149	1,506,112	83%
Professional Services	1,500	8,044	61,663	52,944	108,500	57%
Site Maintenance/Repairs	-	501	5,171	5,333	39,500	13%
Property Taxes/Special District Fees	-	-	3,518	5,850	2,690	131%
PIF Expense	82,809	-	126,105	102,174	143,157	88%
Site Development Expense (2)	-	-	2,456,204	4,392,139	2,393,289	103%
Cost of Land Sales	-	-	5,775	611,303	-	N/A
Real Estate Development (3)	-	-	2,593,671	2,580,573	6,060,211	43%
Balance Sheet Absorption	-	-	(2,593,671)	(2,580,573)	-	N/A
Total Operating Expenses	203,706	233,460	3,901,890	6,443,892	10,253,459	38%
Operating Revenue (Expense)	(66,795)	(150,621)	1,741,902	5,971,855	(274,915)	
Non-Operating Revenue						
Other Interest Income	13,659	1,030	27,614	7,702	5,500	502%
Total Non-Operating Revenue	13,659	1,030	27,614	7,702	5,500	502%
Change in Net Assets	(53,136)	(149,591)	1,769,516	5,979,557	\$ (269,415)	
Net Assets - Beginning	21,406,147	18,004,903	19,583,495	11,875,755		
Net Assets - Ending	\$ 21,353,011	\$ 17,855,312	\$ 21,353,011	\$ 17,855,312		

Significant Events:

1. Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements (school portion); PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke (School PILOT portion); YTD includes \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; PIF payments from RJ Properties (Liberty Pumps) and Yancey's Fancy (County/Town portion); National Grid grant supports marketing and development activities for STAMP; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.

2. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.

3. Real Estate Development Costs - Includes STAMP development costs.

Genesee County Economic Development Center
November 2022 Dashboard
Statement of Cash Flows

DRAFT

	November 2022	YTD
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 258,509
Fees - Projects	2,750	701,993
Fees - Services	-	63,892
Interest Income on Loans	292	2,435
Rent	-	18,802
Common Area Fees - Parks	-	373
Grants	82,809	2,439,135
BP ² Revenue	-	22,693
GGLDC Grant - Economic Development Program Support	-	225,000
GCFC Grant - Economic Development Program Support	-	328,388
Land Sale Proceeds - Net	-	61,725
Other Revenue	-	1,390
Repayment of Loans	6,174	50,967
General & Admin Expense	(99,330)	(1,184,439)
Professional Services	(1,500)	(72,480)
Site Maintenance/Repairs	-	(5,171)
Site Development	-	(2,595,129)
Property Taxes/Special District Fees	-	(3,518)
PIF Expense	-	(43,296)
Improv/Additions/Adj to Land Held for Development & Resale	-	(2,970,311)
Net Cash Provided (Used) By Operating Activities	12,737	(2,699,042)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(295,000)
Net Cash Used By Noncapital Financing Activities	-	(295,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	15,755	31,660
Net Change in Cash	28,492	(2,962,382)
Cash - Beginning of Period	16,815,688	19,806,562
Cash - End of Period	\$ 16,844,180	\$ 16,844,180
RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue (Expense)	\$ (66,795)	\$ 1,741,902
Depreciation Expense	55	601
(Increase) Decrease in Operating Accounts/Grants Receivable	(31,941)	276,865
Decrease in Prepaid Expenses	14,078	35,368
Decrease in Loans Receivable	6,174	50,967
Increase in Land Held for Development & Resale	-	(2,593,671)
Increase (Decrease) in Operating Accounts Payable	88,225	(456,115)
Increase in Accrued Expenses	360	37,433
Increase (Decrease) in Unearned Revenue	2,581	(1,792,392)
Total Adjustments	79,532	(4,440,944)
Net Cash Provided (Used) By Operating Activities	\$ 12,737	\$ (2,699,042)

**AGREEMENT BETWEEN
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
AND
COUNTY OF GENESEE
FOR 2023**

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

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

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

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

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

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

WHEREAS, the purpose of this Agreement is to carry out in a legal and proper manner the

provisions of Section 852 of the General Municipal Law of the State of New York, which Section does authorize the County to appropriate funds for the purpose of encouraging industrial development within the County.

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

1. The GCEDC agrees that it will continue to employ a professional staff which will maintain a continuing program of identifying, locating and contacting business and industrial prospects who may be interested in establishing or expanding their business, manufacturing and/or industrial facilities within the County of Genesee and in connection therewith the GCEDC agrees that it will maintain up-to-date factual data on all aspects of the County of Genesee for use in promoting the advantages of the County.
2. The GCEDC will, through its professional staff, conduct an ongoing local business and industry expansion and retention program. As part of this program, the GCEDC will maintain close and frequent contact and communication with local businesses including industrial firms.
3. The GCEDC will assist prospective business and industrial employers in packaging financial assistance from a variety of public and private sources as appropriate for the construction of new or expanded facilities which will result in additional employment opportunities for residents of Genesee County.
4. The GCEDC will keep the County informed of its operations through the County Legislature's representative member of the GCEDC, by means of joint meetings which either party might request and through the submission of its proposed annual budget and annual report as set forth more particularly in Paragraph 7 herein.
5. The GCEDC will, through its professional staff, coordinate with the Director of the Genesee County Planning Department in implementing this program of economic development, particularly as it relates to a Land Use Plan which has been developed for Genesee County.
6. In full payment for the services to be performed by GCEDC as set forth herein, the County hereby agrees to pay and GCEDC hereby agrees to accept from the County, the sum of Two Hundred Thirty-Three Thousand Five Hundred and Thirteen Dollars (\$233,513.00), plus an additional sum of Twenty-five Thousand dollars (\$25,000.00) to be used only for Administration of a workforce development program, which are currently the amounts designated to be paid to GCEDC in the County's 2023 budget.
 7. Said payments will be made to the GCEDC upon submission of vouchers by the GCEDC in the form required by the County monthly in equal amounts.
 8. Notwithstanding the total amount due to GCEDC as set forth above that was budgeted by the County, the County shall have the right in its sole discretion, upon twenty-one days

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

15. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless approved in writing by the parties.
16. The term of this Agreement shall commence on January 1, 2023 and will end on December 31, 2023.
17. The GCEDC agrees to submit to the County its Proposed Annual Budget for the year 2024 not later than September 1, 2023.

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

COUNTY OF GENESEE

GENESEE COUNTY
ECONOMIC DEVELOPMENT CENTER

By: Rochelle M. Stein, Chair
Genesee County Legislature

By: _____, Chairman
Genesee County Economic Development Center

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

On this _____ day of _____, in the year 20____, before me the undersigned, personally appeared Rochelle M. Stein _____, Genesee County Legislature Chair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

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

Notary Public

GCEDC
Audit & Finance Committee Meeting Report
January 10, 2023

Shared services agreement with Erie County Industrial Development Agency

Discussion: The GCEDC has a shared services agreement with Erie County Industrial Development Agency (ECIDA) for on call IT support services. The GCEDC had this agreement since 2016 and has been very pleased with the service and response time to our issues. We would like to continue this agreement in 2023. The agreement is at an hourly rate of \$95. They also provide website hosting services for the GCEDC (\$600 annually), anti-virus software (\$720 annually), CRM Hosting (\$2,200 annually) and any version upgrade would be \$500 each occurrence as required. There has been no increase in the hourly rate since 2016 and there was a \$10 per hour increase from 2021 to 2022. There are no changes from 2022 to 2023. All other amounts have remained the same as last year.

The following amounts were included in the 2023 budget:

Professional Services - \$6,500 for ECIDA IT consultant (web hosting, anti-virus, hourly IT support)

Dues & Subscriptions - \$2,500 for ECIDA CRM Hosting

Fund commitment: Not to exceed \$6,500 as included in the Professional Services, and \$2,500 as included in Dues & Subscriptions line items of the 2023 budget.

Committee action request: Recommend approval of not to exceed \$9,000 for on call IT support services, website hosting, anti-virus software, CRM hosting and upgrades with ECIDA for 2023.



Service Agreement
For
Information Technology Support

January 1, 2023

Purpose

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

Scope of Agreement

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

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

Services and requests NOT covered under this agreement:

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

Changes to the Agreement

Termination

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

Amendments

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

Process

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

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

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

ECIDA management reserves the right to prioritize any support requests.

Metrics

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

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

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

Availability

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

Costs

Hourly Rate: \$95, minimum charge of ½ hour. **(Quarterly Billing)**

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

Website Hosting:

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

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

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

Anti-Virus Software:

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

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

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

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

Key Contacts

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

716-856-6525

Brian Krygier – Systems Analyst (Support requests) x 501

Atiqa Abidi – Senior Accountant (Billing requests) x 122

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

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

585-343-4866

_____ (Main point of contact)

_____ (Billing contact)

_____ (Approval and change requests)

GCEDC

Name: _____

Title: _____

Signature: _____

ECIDA

Name: _____

Title: _____

Signature: _____

Appendix A

Microsoft CRM Hosting Detail (3-year term)

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

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

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

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

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

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

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

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