

**Genesee County Economic Development Center  
Meeting Agenda**

Thursday, December 7, 2023

Location: 99 MedTech Drive, Innovation Zone

**PAGE #**

	<b>1.0</b>	<b>Call to Order</b>	<b>4:00pm</b>
		<b>Presentation – Graham Corporation</b>	<b>4:00pm</b>
	<b>1.1</b>	<b>Enter Executive Session</b>	<b>4:10pm</b>
		Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:	
		1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.	
		2. Discussions regarding proposed, pending or current litigation.	
	<b>1.2</b>	<b>Enter Public Session</b>	<b>5:00pm</b>
	<b>2.0</b>	<b>Chairperson’s Report &amp; Activities</b>	<b>5:00pm</b>
	<b>2.1</b>	Upcoming Meetings: <b>Next Scheduled Board Meeting: Thursday, December 21<sup>st</sup> at 4 p.m.</b> Employment & Compensation Committee Meeting: Thursday, December 21 <sup>st</sup> at 3 p.m. Audit & Finance Committee Meeting: Tuesday, January 9 <sup>th</sup> at 8:30 a.m. STAMP Committee Meeting: Wednesday, January 10 <sup>th</sup> at 8 a.m. Board Meeting: Thursday, January 11 <sup>th</sup> at 4 p.m. 2024 Meeting Calendar	
	<b>2.2</b>	Agenda Additions / Deletions / Other Business <b>**Vote</b>	
	<b>2.3</b>	Minutes: October 26, 2023 <b>**Vote</b>	
	<b>3.0</b>	<b>Report of Management –</b>	<b>5:05pm</b>
	<b>3.1</b>	Graham Corporation – Initial Resolution <b>**Vote C. Suozzi</b>	
	<b>3.2</b>	Oak Orchard Solar 3 – Assignment Authorization <b>**Vote M. Masse</b>	
	<b>4.0</b>	<b>Audit &amp; Finance Committee – K. Manne</b>	<b>5:10pm</b>
	<b>4.1</b>	October 2023 Financial Statements <b>**Vote</b>	
	<b>4.2</b>	Insurance Renewal <b>**Vote</b>	
	<b>4.3</b>	Bids for survey work for Apple Tree Acres <b>**Vote</b>	
	<b>4.4</b>	GCEDC e3communications Contract <b>**Vote</b>	
	<b>4.5</b>	Greater Rochester Enterprise Contract <b>**Vote</b>	
	<b>4.6</b>	Invest Buffalo Niagara Contract <b>**Vote</b>	
	<b>4.7</b>	360 PSG Contract <b>**Vote</b>	
	<b>4.8</b>	Workforce Development Consultant <b>**Vote</b>	
	<b>5.0</b>	<b>Governance &amp; Nominating Committee – C. Yunker</b>	<b>5:25pm</b>
	<b>5.1</b>	Nothing at this time.	
	<b>6.0</b>	<b>STAMP Committee – P. Zeliff</b>	<b>5:25pm</b>
	<b>6.1</b>	NCWD Reimbursement for Easements <b>**Vote</b>	
	<b>6.2</b>	Bids for Hedgerow Removal in Accordance with Part 182 Permit <b>**Vote</b>	
	<b>6.3</b>	General Services Agreement with CC Environment & Planning <b>**Vote</b>	
	<b>6.4</b>	GCEDC STAMP e3communications Contract <b>**Vote</b>	
	<b>7.0</b>	<b>Employment &amp; Compensation Committee – M. Gray</b>	<b>5:35pm</b>
	<b>7.1</b>	CEO Merit / COLA <b>**Vote</b>	
	<b>8.0</b>	<b>Housing Committee – P. Battaglia</b>	<b>5:40pm</b>
	<b>8.1</b>	Nothing at this time.	
	<b>9.0</b>	<b>Other Business</b>	<b>5:40pm</b>
	<b>9.1</b>	Nothing at this time.	
	<b>10.0</b>	<b>Adjournment</b>	<b>5:40pm</b>

**2-3**

**4-13**

**14-27**

**28-31**

**32-35**

**36-88**

**89-93**

**94-96**

**97**

**98**

**99-110**

**111-117**

**118**

**119-122**

**123-126**

**127-130**

## GCEDC/GGLDC 2024 Meeting Schedule

### JANUARY

Tuesday, January 9, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, January 10, 2024	GCEDC STAMP Committee	8am
<b>Thursday, January 11, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>
Tuesday, January 30, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, January 31, 2024	GCEDC STAMP Committee	8am

### FEBRUARY

Thursday, February 1, 2024	GCEDC/GGLDC Governance & Nominating Committee	3pm
<b>Thursday, February 1, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>

### MARCH

Tuesday, March 5, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, March 6, 2024	GCEDC STAMP Committee	8 am
<b>Thursday, March 7, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>
Wednesday, March 27, 2024	GCEDC STAMP Committee	8am – Adj. per below
Thursday, March 28, 2024	GCEDC/GGLDC Audit & Finance Committee	3pm – Audit & PARIS 3/31 deadline
<b>Thursday, March 28, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm – Audit &amp; PARIS 3/31 deadline</b>

### APRIL

<b>Friday, April 26, 2024</b>	<b>Annual Meeting</b>	
Tuesday, April 30, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am

### MAY

Wednesday, May 1, 2024	GCEDC STAMP Committee	8am
Thursday, May 2, 2024	GCEDC/GGLDC Governance & Nominating Committee	3pm
<b>Thursday, May 2, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>

### JUNE

Tuesday, June 4, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, June 5, 2024	GCEDC STAMP Committee	8am
Thursday, June 6, 2024	GCEDC/GGLDC Governance & Nominating Committee	3pm
<b>Thursday, June 6, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>

### JULY

Tuesday, July 9, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, July 10, 2024	GCEDC STAMP Committee	8am
<b>Thursday, July 11, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm – Holiday Adjustment</b>
Tuesday, July 30, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am – GCEDC Budget Workshop
Wednesday, July 31, 2024	GCEDC STAMP Committee	8am

### AUGUST

Thursday, August 1, 2024	GCEDC/GGLDC Board Meeting	3pm – Glow Corporate Cup
--------------------------	---------------------------	--------------------------

### SEPTEMBER

Tuesday, September 3, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am – GCEDC Draft Budget Review
Wednesday, September 4, 2024	GCEDC STAMP Committee	8am
<b>Thursday, September 5, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>

**OCTOBER**

Tuesday, October 1, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am – GGLDC Budget Workshop
Wednesday, October 2, 2024	GCEDC STAMP Committee	8am
<b>Thursday, October 3, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>
Tuesday, October 29, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am – GGLDC Draft Budget Review
Wednesday, October 30, 2024	GCEDC STAMP Committee	8am
Thursday, October 31, 2024	GCEDC Employment & Compensation Committee	2pm – Holiday
<b>Thursday, October 31, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>3pm – 11/2 Budget Deadline / Holiday</b>

**NOVEMBER**

No Meetings Scheduled

**DECEMBER**

Tuesday, December 3, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, December 4, 2024	GCEDC STAMP Committee	8am
Thursday, December 5, 2024	GCEDC Employment & Compensation Committee	3pm
<b>Thursday, December 5, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>
Thursday, December 19, 2024	GCEDC Employment & Compensation Committee	3pm
<b>Thursday, December 19, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>



**GCEDC Board Meeting  
Thursday, October 26, 2023  
Location: 99 MedTech Drive, Innovation Room  
4:00 PM**

**GCEDC MINUTES**

**Attendance**

Board Members: M. Gray, C. Kemp, K. Manne, C. Yunker  
Staff: M. Masse, S. Hyde, L. Farrell, L. Casey, J. Krencik, E. Finch, C. Suozzi  
Guests: R. Gaenzle (Harris Beach / Video Conference), M. Brooks (GGLDC Board Member), S. Noble-Moag (GGLDC Board Member), G. Torrey (GGLDC Board Member), M. Fitzgerald (Phillips Lytle), R. Crossen (Town of Alabama Supervisor), Isaiah Jones (GCC Student), D. Cunningham (GGLDC Board Member)  
Absent: M. Clattenburg, P. Battaglia, P. Zelif

**1.0 Call to Order**

M. Gray called the meeting to order at 4:02 p.m. in the Innovation Zone.

**1.1 Enter Executive Session**

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 4:02 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.
2. Discussions regarding proposed, pending, or current litigation.

The motion was seconded by K. Manne and approved by all members present.

Isaiah Jones (GCC Student) left the meeting at 4:02 p.m.

G. Torrey joined the meeting during executive session.

M. Fitzgerald from Phillips Lytle left the meeting at 4:32 p.m.

**1.2 Enter Public Session**

C. Yunker made a motion to enter back into public session at 4:34 p.m., seconded by K. Manne and approved by all members present.

Isaiah Jones (GCC Student) returned to the meeting at 4:34 p.m.

**2.0 Chairman’s Report & Activities**

**2.1 Upcoming Meetings:**

- Next Scheduled Board Meeting: Thursday, December 7<sup>th</sup> at 4:00 p.m.**
- Audit & Finance Committee Meeting: Tuesday, December 5<sup>th</sup> at 8:30 a.m.
- STAMP Committee Meeting: Wednesday, December 6<sup>th</sup> at 8:00 a.m.
- Employment & Compensation Committee Meeting: Thursday, December 7<sup>th</sup> at 3:00 p.m.

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

**2.3 Minutes: October 5, 2023 –**

**C. Yunker made a motion to accept the October 5, 2023 minutes as presented; the motion was seconded by K. Manne. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg –	Absent	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

The Board decided to address all other agenda items (4.0-9.0) before discussing and voting on agenda item 3.1. Staff and GCEDC Board members wanted to allow additional time for community members to arrive if they planned to attend the meeting regarding the Countryside Apartments project.

**4.0 Audit & Finance Committee**

**4.1 September 2023 Financial Statements –** L. Farrell reviewed the September 2023 financial statements with the Board. The following was noted:

- Unrestricted cash decreased. About \$765K of STAMP land sale funds were used to pay a STAMP expense for a construction contract that was previously authorized.
- Accounts receivable increased by about \$70K for the project origination fee installment due from Nexgistics. Their origination fee was to be paid in three installments with the final installment coming due in the early part of 2024.
- On the P&L, fee revenue includes \$70K from Nexgistics and we also closed on Churchville Fire.
- For expenditures on the P&L, there is normal monthly activity.

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

**K. Manne made a motion to approve the September 2023 Financial Statements as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg –	Absent	M. Gray -	Yes



C. Kemp - Yes

The item was approved as presented.

**4.2 2024 General Cleaning Services** – During 2022, staff reached out to four cleaning companies to obtain quotes for 2023 cleaning services. Commercial Cleaning Services of Western New York, Inc. was awarded the contract.

Commercial Cleaning Services of Western New York Inc., the current company being used, has been offering a competitive price and we are satisfied with the services. New quotes were not obtained for 2024 services. We anticipate getting quotes for cleaning services every three years.

**Fund Commitment:** Up to \$7,500; included in the 2024 GCEDC Budget.

**Action Requested:** Staff is requesting a recommendation from the Committee to continue this contract for 2024 cleaning services at a cost not exceeding \$7,500 for the year, plus reimbursement for supplies.

This was recommended for approval by the Committee.

**K. Manne made a motion to approve the 2024 General Cleaning Services contract with Commercial Cleaning Services not to exceed \$7,500 plus reimbursement for supplies as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg -	Absent	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

**4.3 12/31/23 Audit Services** – Last year the GCEDC and its affiliated corporations issued a joint Request for Proposals (RFP) for Professional Auditing Services. 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). The Board approved a 3-year engagement with Mostert, Manzanero & Scott, LLP. L. Farrell noted that the fee for 2023 audit services will increase from \$10,300 to \$10,700. The engagement letter includes an option to add on a Single Audit if necessary for an additional fee.

This was recommended for approval by the Committee.

**K. Manne made a motion to approve the engagement letter with Mostert, Manzanero & Scott, LLP for 12/31/23 audit services not to exceed \$10,700 as presented with Single Audit services added if necessary; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg -	Absent	M. Gray -	Yes
C. Kemp -	Yes		

The agenda item was approved as presented.

**4.4 Government Relations Contract - Ostroff Associates** - During this season of active infrastructure construction at STAMP, necessary to enable \$1B in project commitments and some 700 high paying jobs (avg. \$80k/year), we are experiencing considerable external challenges. Considering this, we could use assistance with a strong government relations firm that can provide GCEDC strong counsel, access, and advocacy to the Executive and Legislative branches of state government as well as state administrative/regulatory agencies. One of the very well-placed firms, used by NYSEDC, and many others is Ostroff Associates. They are a growing firm with strong relationships across the board. We have executed a short-term contract, half a month, through the end of October given pressing near term needs which is within budget and Steve Hyde's signature authority totaling \$2,500. Included with the meeting materials for consideration is Ostroff Associate's engagement letter to establish a more formal on-going relationship. Pricing is \$5,000 monthly which is consistent with their normal charge rate for active non-profit organizations. This is a month-to-month engagement and can be cancelled if needed on 30 days' notice. Our 2023 and 2024 budget assumptions plan this expense at \$4,250/month. While we are significantly under budget for 2023, we will likely exceed our 2024 budget for this line item by \$9,000 if our engagement lasts the entire year. We will work to offset this cost exposure in other expense line items.

**CEO Recommendation:** Given the strength of Ostroff's team and ability to provide strong counsel and advocacy during this season of active infrastructure permitting and construction at STAMP as well as active project selling and implementation – S. Hyde recommends approval of this Government Relations Contract.

This was recommended for approval by the Committee.

**K. Manne made a motion to approve the Government Relations Contract with Ostroff Associates as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg -	Absent	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

**4.5 Batavia Home Fund Committee Recommendation of Award** – The Batavia Home Fund (BHF) funds will be used for infrastructure improvements, future economic and brownfield development interests targeted within the City for new housing projects and the conversion of residential rental to single family homes. The program is administered by the GCEDC with grant funding decisions made by a grant-selection committee with a representative from the GCEDC, Town and City of Batavia.

**Eligible Activities (Maximum Award)**

- i. Extraordinary development costs related to hazardous material abatement, remediation, flood hazard areas, etc. (\$50,000)
- ii. Demolition / rehabilitation of vacant residential structures that cause community and

- neighborhood blight. (\$50,000)
- iii. Infrastructure modernization and improvements including costs to plan, design and construct streets, multi-modal, water, sewer, gas, electric, telecommunication enhancements, storm water management facilities and related infrastructure including landscaping and streetscape improvements related to redevelopment projects and new housing construction. (\$50,000)
- iv. Matching funds to secure other grant resources to further capitalize redevelopment projects in the Brownfield Opportunity Area (BOA) and flood zone areas. (\$20,000)
- v. Land assemblage, property acquisition and due diligence for new market rate housing projects. (\$50,000)
- vi. Grants to support owner occupied single family exterior rehabilitation. (\$10,000)
- vii. Grants to support multi-family conversion into single family owner occupied (\$20,000)

Project Applicant: Stephen Montfort

The homeowner recently purchased this residence for their own use and is looking to make improvements to the exterior (new roof) which qualifies under Eligible Activities item #6 (vi.): Grants to support owner occupied single family exterior rehabilitation (maximum award of \$10,000). They are seeking a grant of \$2,750 which is 40% of the total construction cost (maximum percentage allowed under the program) of \$6,875. Montclair Avenue, along with Holland and Allen, are areas that the City of Batavia is looking for neighborhood revitalization. The City has applied for a Community Development Block grant that, if awarded, would be utilized to complete a targeted neighborhood improvement program in this residential area. This grant and homeowner improvement to the residence would fit in with that overall program and neighborhood revitalization initiative.

**Total Project Cost:** \$6,875.00

**Total Grant Amount Requested:** \$2,750 (40% max allowed)

**Eligible Activity criteria from above:** 6 (vi.)

**Action request:** The Housing Oversight Committee of the Batavia Home Fund met on October 19, 2023 and approved this application. Staff is seeking authorization to release the funds in accordance with the terms and conditions of the Batavia Home Fund.

M. Masse stated that going forward there will be “before” and “after” pictures that will be added to the file.

This was recommended for approval by the Committee.

**K. Manne made a motion to approve the release funds in accordance with the terms and conditions of the Batavia Home Fund not to exceed \$2,750 to the project applicant as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg -	Absent	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**



**5.0 Governance & Nominating Committee – C. Yunker**

5.1 Nothing at this time.

**6.0 STAMP Committee – P. Zelif**

6.1 Nothing at this time.

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

7.1 Nothing at this time.

**8.0 Housing Committee – P. Battaglia**

8.1 Nothing at this time

**9.0 Other Business**

9.1 Nothing at this time.

After the Board addressed all agenda items, excluding the Report of Management, they returned to agenda item 3.1.

**3.0 Report of Management**

**3.1 Countryside Apartments, LLC- Final Resolution** - Countryside Apartments, LLC is proposing to develop four 24-unit market-rate apartment buildings in the town of Pembroke.

The \$15.65 million project would be built in phases, with one 24-unit building per phase, for a total of 96 units. Each building will have eight 1-bedroom and 16 2-bedroom units. Each building will be 21,096 sq. ft. for a total of 84,384 sq. ft. The project anticipates creating two part-time positions (1 FTE).

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$739,200, a property tax abatement estimated at \$2,020,688 based on the incremental increase in assessed value via a fixed 60% 20-year PILOT (Housing PILOT for 20+ market-rate units), and a mortgage tax exemption estimated at \$130,000.

The project aligns with the Genesee County Economic Development Center's Housing Policy #1 and a recognized need for housing availability. The Genesee County Housing Needs Assessment identified that 4,800 units are needed in the next 20 years across single-family homes and rental units.

The public hearing was held on October 25, 2023 at 6 p.m. at the Pembroke Town Hall. The minutes and the video link from the public hearing were provided to the GCEDC Board of Directors on October 26, 2023. C. Suozzi asked if there were any comments related to the public hearing. M. Gray stated that the minutes appeared to be a word for word transcription. There were no comments or questions from the Board about the public hearing.

**3.1a** UTEP - The Board acknowledged that the UTEP was provided with meeting materials and concurs with each criterion, excluding criterion #5, which is not applicable. See the Statement of Compliance of Project Criteria listed in the Uniform Tax Exemption Policy (UTEPE), attached to the minutes for additional Project details and Board approvals.

**3.1b** Final Resolution -

Resolution No. 10/2023 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON OCTOBER 25, 2023, WITH RESPECT TO THE COUNTRYSIDE APARTMENTS, LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA; (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT, (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT AND (C) A PARTIAL MORTGAGE RECORDING TAX EXEMPTION AS AUTHORIZED BY THE LAWS OF NEW YORK STATE; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

**C. Yunker made a motion to accept Final Resolution #10/2023-01, authorizing incentives as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg -	Absent	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

**10.0 Adjournment**

As there was no further business, C. Kemp made a motion to adjourn at 5:31 p.m., which was seconded by C. Yunker and passed unanimously.



Project Name: Countryside Apartments, LLC

Board Meeting Date: October 5, 2023

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

### PROJECT DESCRIPTION:

Countryside Apartments, LLC is proposing to develop four 24-unit market-rate apartment buildings in the town of Pembroke.

The \$15.65 million project would be built in phases, with one 24-unit building per phase, for a total of 96 units. Each building will have eight 1-bedroom and 16 2-bedroom units. Each building will be 21,096 sq. ft. for a total of 84,384 sq. ft. The project anticipates creating two part-time positions (1 FTE).

The project is requesting assistance from the GCEDC with a sales tax exemption estimated at \$739,200, a property tax abatement estimated at \$2,020,688 based on the incremental increase in assessed value via a fixed 60% 20-year PILOT (Housing PILOT for 20+ market-rate units), and a mortgage tax exemption estimated at \$130,000.

The project aligns with the Genesee County Economic Development Center's Housing Policy #1 and a recognized need for housing availability. The Genesee County Housing Needs Assessment identified that 4,800 units are needed in the next 20 years across single-family homes and rental units.

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

**Project details:** The project is planning on creating two part-time or 1 FTE direct job between \$40,000-45,000 annually plus benefits.

**Board Discussion:** None.

**C. Yunker made a motion to concur with Criteria #1; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg -	Absent	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

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

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

**Project details:** The project will enhance long term tax base with an investment of \$15,600,000 and construct 84,384 sq. ft. of market-rate housing.

**Board Discussion: None.**

**C. Yunker made a motion to concur with Criteria #2; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Absent
M. Clattenburg -	Absent	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

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

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

**Project details:** Yes, the project will contribute towards a “livable community” as the housing shortage is outlined in Labella’s housing study of Genesee County 2018 report.

**Board Discussion: None.**

**C. Yunker made a motion to concur with Criteria #3; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zeliff -	Absent
M. Clattenburg -	Absent	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

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

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

The Fiscal impacts (discounted value) on Local Benefits totals \$10,032,176 (\$8,705,683 in payroll and \$1,326,493 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

**Project details:** For every \$1 of public benefit the company is investing \$5 into the local economy.

**Board Discussion: None.**

**C. Yunker made a motion to concur with Criteria #4; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg -	Absent	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

Board Concurrence:  YES NO If no, state justification:

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

**Project details:** N/A

**Board Discussion:** None.

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

**Project details:** The project is planning to begin construction in late 2023/spring 2024 and be operational within 6 months for each phase.

**Board Discussion:** None.

**C. Yunker made a motion to concur with Criteria #6; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Battaglia -	Absent	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg -	Absent	M. Gray -	Yes
C. Kemp -	Yes		

**The item was approved as presented.**

Board Concurrence:  YES NO If no, state justification:



MM  
11/21/23

**Customer Information**

Potential Customer:	Graham Corporation	Opportunity Type:	Expansion
Project Street Address:	20 Florence Avenue	Opportunity Product:	Property & Sales Taxes Only
City/Town/Village:	City of Batavia//	Type of Project:	Expansion
Project Description:	2024 Expansion	New Jobs:	24 ✓
Total Capital Investment:	\$13,900,000	Retained Jobs:	340
Incentive Amount:	\$404,226	School District:	Batavia
Benefited Amount:	\$13,900,000	PILOT Applicable:	Increase in assessed value of land and/or other buildings (pre-project value of land and or buildings excluded)

**Project Information**

Organization:	GCEDC		
Opportunity Source:	Direct/Personal Contact	Date of Public Hearing:	TBD
Initial Acceptance Date:	12/7/2023	Inducement Date:	TBD
Opportunity Summary:	Graham Corporation is planning to expand its location in the City of Batavia, NY.		

The \$13.9 million project consists of a 18,900 sq. ft. expansion for a new commercial production facility intended to reduce design and manufacturing costs and improving ship capabilities for their US defense sector. The project will include a new building as well as new manufacturing equipment to grow Graham Corporation's workforce and production capabilities.

The project proposes creating 24 new full-time equivalent (FTE) positions and retain 340 FTEs.

The project is requesting assistance from the GCEDC with a sale tax exemption estimated at \$206,400 and a property tax abatement estimated at \$197,826 based on the incremental increase in assessed value via a 10-year PILOT.

**Economic Impact:** The fiscal impacts on local benefits are estimated at \$19,445,132 (\$19,195,494 in payroll and \$249,637 in public tax revenues). For every \$1 of public benefit the company is investing \$68 into the local economy.

**Project Detail (Total Capital Investment)**

Building Cost (Construction):	\$4,300,000 ✓
Equipment (non-taxable):	\$9,400,000 ✓
Land Cost (Real Estate):	\$200,000 ✓
Total Capital Investment:	\$13,900,000 ✓

**Estimated Benefits Provided**

Sales Tax Exempt:	\$206,400 ✓
Property Tax Exempt:	\$197,826 ✓
Total Estimated Tax Incentives Provided:	\$404,226 ✓

Total Amount Finance: \$1,360,000

3.1

14

10/1/23

# Genesee County Industrial Development Agency MRB Cost Benefit Calculator



Date: November 17, 2023  
Project Title: Graham 2024 Expansion  
Project Location: Batavia, NY

## Economic Impacts

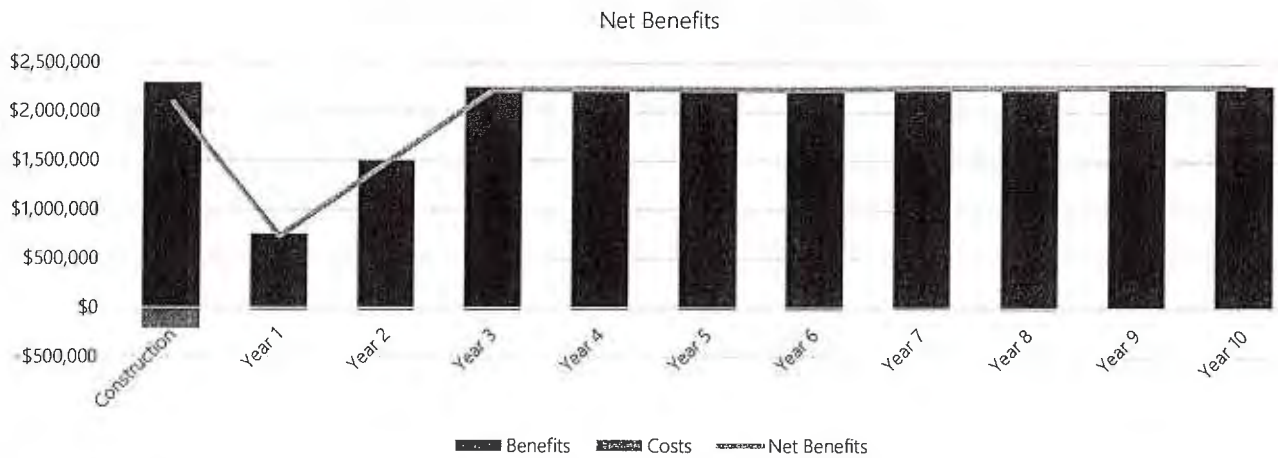
Summary of Economic Impacts over the Life of the PILOT  
Project Total Investment  
\$13,900,000

	Temporary (Construction)		
	Direct	Indirect	Total
Jobs	22	7	29
Earnings	\$1,860,915	\$312,260	\$2,173,176
Local Spend	\$4,500,000	\$1,120,577	\$5,620,577

	Ongoing (Operations) Aggregate over life of the PILOT		
	Direct	Indirect	Total
Jobs	24	6	30
Earnings	\$16,200,000	\$2,929,543	\$19,129,543

Figure 1

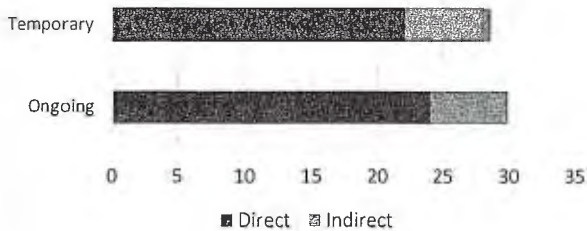


Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

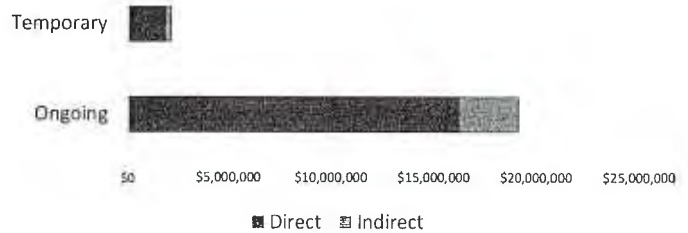
Figure 2

Figure 3

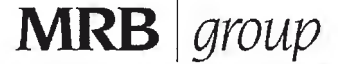
### Total Jobs



### Total Earnings



# Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$197,826 ✓	\$180,896
Sales Tax Exemption	\$206,400	\$206,400
Local Sales Tax Exemption	\$103,200	\$103,200
State Sales Tax Exemption	\$103,200	\$103,200
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
<b>Total Costs</b>	<b>\$404,226</b>	<b>\$387,296</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$21,583,721	\$19,445,132 ✓
To Private Individuals	<del>\$21,302,718</del>	<del>\$19,195,494</del> ✓
Temporary Payroll	\$2,173,176	\$2,173,176
Ongoing Payroll	\$19,129,543	\$17,022,319
Other Payments to Private Individuals	\$0	\$0
To the Public	<del>\$281,003</del>	<del>\$249,637</del> ✓
Increase in Property Tax Revenue	\$131,884	\$115,269
Temporary Jobs - Sales Tax Revenue	\$15,212	\$15,212
Ongoing Jobs - Sales Tax Revenue	\$133,907	\$119,156
Other Local Municipal Revenue	\$0	\$0
State Benefits	\$1,107,741	\$998,166
To the Public	<del>\$1,107,741</del>	<del>\$998,166</del>
Temporary Income Tax Revenue	\$97,793	\$97,793
Ongoing Income Tax Revenue	\$860,829	\$766,004
Temporary Jobs - Sales Tax Revenue	\$15,212	\$15,212
Ongoing Jobs - Sales Tax Revenue	\$133,907	\$119,156
<b>Total Benefits to State &amp; Region</b>	<b>\$22,691,463</b>	<b>\$20,443,297</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$19,445,132 ✓	\$284,096	68:1 ✓
State	\$998,166	\$103,200	10:1
<b>Grand Total</b>	<b>\$20,443,297</b>	<b>\$387,296</b>	<b>53:1</b>

\*Discounted at 2%

## Additional Comments from IDA

Does the IDA believe that the project can be accomplished in a timely fashion?  Yes

mm  
12/1/23

### MRB Cost Benefit Calculator

Genesee County Industrial Development Agency

Date   
 Project Title   
 Project Location

#### Construction Phase - Project Assumptions

Project Costs  
 Value  
 Enter total project costs:   
 Local Construction Spending\*  
 % of locally sourced materials and labor:   
 In-region construction spending:

#### Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$4,500,000
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
		100%	\$4,500,000

*Most projects will only have one line related to construction type.*

#### Operation Phase - Project Assumptions

##### Jobs and Earnings from Operations

Year 1 - Enter NAICS

NAICS	Count	Per Job Annual Earnings	Total Earnings
Plate Work Manufacturing	8	\$75,000	\$600,000
0			\$0
0			\$0
0			\$0
0			\$0
0			\$0
<b>Total</b>	<b>8</b>		<b>\$600,000</b>

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings
Plate Work Manufacturing	16	\$75,000	\$1,200,000
0			\$0
0			\$0
0			\$0
0			\$0
0			\$0
<b>Total</b>	<b>16</b>		<b>\$1,200,000</b>

Year 3+ (Full Employment)

NAICS	Count	Per Job Annual Earnings	Total Earnings
Plate Work Manufacturing	24	\$75,000	\$1,800,000
0			\$0
0			\$0
0			\$0
0			\$0
0			\$0
<b>Total</b>	<b>24</b>		<b>\$1,800,000</b>

#### Fiscal Impact Assumptions

##### Estimated Costs of Incentives

Sales Tax Exemption	%	Value	PILOT Term (Years)	<input type="text" value="10"/>
Local Sales Tax Rate	4.00%	\$206,400 ✓	Escalation Factor	<input type="text" value="0%"/>
State Sales Tax Rate	4.00%	\$103,200	Discount Factor	<input type="text" value="2%"/>
Mortgage Recording Tax Exemption				
Local	0.50%	\$0		
State	0.50%	\$0		
<b>Total Costs</b>		<input type="text" value="\$404,226"/> <small>includes PILOT exemption, calculated below</small>		

3.1

17











# Client Company Investment Project Financial Assistance PROPOSAL

*Figures on this Worksheet are estimates only and are subject to change*

**Project Profile:**

**Company:** Graham 2024 Date: 1/17/23

**Project Description:** non-mfg equipment Start Date:

**Project Cost:** \$ 4,500,000 \$ 4,300,000 \$ 0

**Project Cost subject to Sales Tax:** \$ 2,580,000 60% bldg cost + non mfg equipmt 80% 18,900 \$ 50.00

**Project Cost to be Financed via Mortgage:** \$ 945,000 24 340

**Estimated Assessed value of Real Property/Building upon completion\*:**

**Jobs Created:** next 3 years

**Jobs Retained:** next 3 years

**Applicable GCEDC Products:**

**Financial Assistance: Cost Reduction Through Tax Savings:**

**Sale/Leaseback (SLB):**

Sales Tax Exemption (Savings):	\$ 8.00%	\$ 206,400	\$ 206,400	\$ 206,400	
Mortgage Tax Exemption (Savings):	1.00%	-	-	-	
Real Property Tax Abatement (PILOT):	40%	-	-	-	40%
Average Abatement (savings %) over project life	10				
PILOT Term in years	54.89				
Gross Property Tax Costs		32,971	\$ 98,913	\$ -	
Payment Schedule (% Real Property Taxes Paid)					60%
Net Required Property Tax payments per PILOT					
PILOT Real Property Tax Savings (Next taxable year)		\$ 32,971	\$ 98,913	\$ 197,826	
Total Tax Savings via Sale/Leaseback (SLB):		\$ 239,371	\$ 305,313	\$ 404,226	

**Financing: Cost Reduction via low cost financing (below prime rate):**

**Revolving Loan Fund (RLF):**

Term in mo	RLF APR	Prime + 1%
\$ -	\$ -	\$ -
\$ 239,371	\$ 305,313	\$ 404,226

**Loan Factors:**

**Interest Rate Savings:**

\$ -	\$ -	\$ -
\$ 239,371	\$ 305,313	\$ 404,226

**Gross Cost Savings via GCEDC programs:**

**Participation Fees (Costs):**

GCEDC Application Fee (non-refundable):	\$ 250
GCEDC Project Fee (% Total Project Cost):	\$ 56,250
Legal Fees: SLB (Contract Development, Documentation, Filing fees):	\$ 8,000
Legal Fees: RLF (Contract Development, Documentation, Filing fees):	\$ -
Total Participation Fees:	\$ 64,500

**Summary:**

Total Costs Savings / Benefits via GCEDC programs (after participation f. \$)	174,871	\$ 240,813	\$ 339,726	National Grid	Total Savings
Total Benefits as % Total Project Cost:	4%	5%	8%		\$ 339,726
Return on Investment (ROI) = Net Savings / Participation Fees:	271%	373%	527%		

**NOTE: PILOT REAL PROPERTY TAX ABATEMENT EFFECTIVE DATE DEPENDS UPON DATE OF SALE LEASE BACK (SLB) CLOSING COMPARED TO MUNICIPALITIES TAXABLE STATUS DATE.**

1) IF SLB CLOSING PRIOR TO TAXABLE STATUS DATE - PILOT WILL BE EFFECTED IN FOLLOWING TAXABLE YEAR AND CURRENT YEAR TAX BILLS WILL BE ADJUSTED ACCORDINGLY.

2) IF SLB CLOSING IS SUBSEQUENT TO MUNICIPALITIES TAXABLE STATUS DATE - THERE WILL BE A 12 MONTH DELAY IN PILOT IMPLEMENTATION.

**PLEASE PLAN CASH FLOW NEEDS ACCORDINGLY!**

11/21/23

20

Gross Property Tax Per Year \$ 32,971

Year of Exemption	% of Paid Taxes	Net Savings	Municipalities	
			Tax to be Paid	Total
1	20%	\$26,377	\$ 6,594	\$32,971
2	20%	\$26,377	\$ 6,594	\$32,971
3	20%	\$26,377	\$ 6,594	\$32,971
4	30%	\$23,080	\$ 9,891	\$32,971
5	30%	\$23,080	\$ 9,891	\$32,971
6	30%	\$23,080	\$ 9,891	\$32,971
7	50%	\$16,486	\$ 16,486	\$32,971
8	50%	\$16,486	\$ 16,486	\$32,971
9	70%	\$9,891	\$ 23,080	\$32,971
10	80%	\$6,594	\$ 26,377	\$32,971
Total	40%	\$197,826	\$131,884 ✓	\$329,711 ✓

To be paid 100%

Fire District fee

\$ -  
 \$ -  
 \$ -  
 \$ -  
 \$ -  
 \$ -  
 \$ -  
 \$ -  
 \$ -  
 \$ -  
 \$ -



Project Name: Graham Corporation

Board Meeting Date: December 7, 2023

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

### PROJECT DESCRIPTION:

Graham Corporation is planning to expand its location in the City of Batavia, NY.

The \$13.9 million project consists of a 18,900 sq. ft. expansion for a new commercial production facility intended to reduce design and manufacturing costs and improving ship capabilities for their US defense sector. The project will include a new building as well as new manufacturing equipment to grow Graham Corporation's workforce and production capabilities.

The project proposes creating 24 new full-time equivalent (FTE) positions and retain 340 FTEs.

The project is requesting assistance from the GCEDC with a sale tax exemption estimated at \$206,400 and a property tax abatement estimated at \$197,826 based on the incremental increase in assessed value via a 10-year PILOT.

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

**Project details:** The project is planning on creating 24 direct jobs between \$75,000-85,000 annual plus benefits and retaining 340 FTE's.

### Board Discussion:

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

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

**Project details:** The project will enhance long term tax base with an investment of \$13,900,000 and construct a 18,900 sq. ft. expansion on their campus in the City of Batavia.

### Board Discussion:

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

man  
12/11/23



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

**Project details:** N/A

**Board Discussion:**

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

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

The Fiscal impacts (discounted value) on Local Benefits totals \$19,445,132 (\$19,195,494 in payroll and \$249,637 to the public in tax revenues). See attached MRB Cost Benefit Calculator.

**Project details:** For every \$1 of public benefit the company is investing \$68 into the local economy.

**Board Discussion:**

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

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

**Project details:** Yes, it is in the advanced manufacturing industry.

**Board Discussion:**

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

**Project details:** The project is planning to begin construction in 2024 and be operational in 24 months.

**Board Discussion**

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



MAN  
11/21/23

**INITIAL RESOLUTION**  
*(Graham Corporation Project)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, December 7, 2023.

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

Resolution No. 12/2023 - \_\_\_\_\_

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

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **GRAHAM CORPORATION**, for itself or on behalf of an entity formed or to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at 20 Florence Avenue, City of Batavia, Genesee County, New York and all other lands in the City of Batavia where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land"; being more particularly described as a portion of tax parcel No. 84.016-1-15.1) and the existing improvements located thereon (the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 18,900 square foot production facility, along with utility and site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"); and

3.1

24

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

WHEREAS, it is contemplated that the Agency will (i) hold a public hearing, (ii) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (iii) negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents, (iv) retain and/or take a leasehold interest in the Land, the Existing Improvements the Improvements, the Equipment and the personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (v) provide Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Facility, (b) a partial real property tax abatement structured through the Tax Agreement, and (c) a partial mortgage recording tax exemption as authorized by the laws of New York State (collectively, the "Financial Assistance").

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

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

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

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

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

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

(E) The Project will not result in the removal of a facility or a commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Application, to the extent occupants are relocating from one plant or facility to another, the

Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

Section 2. The Agency is hereby authorized to conduct a public hearing in compliance with the Act.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zeliff	[ ]	[ ]	[ ]	[ ]
Matthew Gray	[ ]	[ ]	[ ]	[ ]
Paul Battaglia	[ ]	[ ]	[ ]	[ ]
Marianne Clattenburg	[ ]	[ ]	[ ]	[ ]
Chandy Kemp	[ ]	[ ]	[ ]	[ ]
Kathleen Manne	[ ]	[ ]	[ ]	[ ]
Craig Yunker	[ ]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

**CERTIFICATION**  
*(Graham Corporation Project)*

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

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

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on December 7, 2023, with the original thereof on file at the Agency's office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary



MEM  
12/1/23

**ASSIGNMENT AUTHORIZING RESOLUTION**  
*(Oak Orchard Solar 3 Project – Assignment Authorization)*

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center convened on Thursday, December 7, 2023.

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

Resolution No. 12/2023 - \_\_

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM OAK ORCHARD SOLAR 3, LLC AND AFFILIATES (THE "COMPANY") IN CONNECTION WITH A CERTAIN PROJECT (AS MORE FULLY DESCRIBED BELOW) TO BE UNDERTAKEN BY THE AGENCY AND THE COMPANY; AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS WITH RESPECT TO SAME.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, pursuant to a Final Resolution adopted on September 7, 2023 (the "Authorizing Resolution"), the Agency appointed **OAK ORCHARD SOLAR 3, LLC** (the "Company"), as agent of the Agency to undertake a certain Project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in approximately 21.30 acres located at Oak Orchard Road in the Town of Batavia, New York (the "Land", being more particularly described as a portion of tax parcel No. 4.-1-16, as may be subdivided); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility"); and

WHEREAS, as of the date of the Company's Application for Financial Assistance (the "Original Application"), the Original Application was submitted by and through 1115 Solar Development, LLC as the original owner of the Company (the "Original Company Parent"); and



WHEREAS, pursuant to a certain Membership Interests Purchase Agreement (or similar agreement), by and between the Original Company Parent and Generate C&I Warehouse II, LLC (the "Purchaser"), the Original Company Parent assigned 100% of its membership interest in the Company to the Purchaser (the "Assignment"); and

WHEREAS, the Company has requested the Agency's approval of the Assignment.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. Based upon the representations made by the Company, the Agency hereby consents to, authorizes and approves the Assignment subject to the terms and conditions set forth herein.

Section 2. The Agency's consent and approval of the Assignment is subject to payment by the Company of all costs and fees of the Agency in connection with review, consideration and authorization of the Assignment.

Section 3. The President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any documents and agreements necessary to effectuate the Assignment, with such changes as shall be approved by the President/CEO, Chair, Vice Chair and/or Senior Vice President of Operations and counsel to the Agency upon execution.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 5. These Resolutions shall take effect immediately upon adoption.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zeliff	[ ]	[ ]	[ ]	[ ]
Matthew Gray	[ ]	[ ]	[ ]	[ ]
Paul Battaglia	[ ]	[ ]	[ ]	[ ]
Craig Yunker	[ ]	[ ]	[ ]	[ ]
Todd Bender	[ ]	[ ]	[ ]	[ ]
Chandy Kemp	[ ]	[ ]	[ ]	[ ]
Marianne Clattenburg	[ ]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

STATE OF NEW YORK            )  
COUNTY OF GENESEE        ) SS:

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

That I have compared the annexed extract of minutes of the meeting of Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on December 7, 2023, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary

[SEAL]

Genesee County Economic Development Center  
 October 2023 Dashboard  
 Balance Sheet - Accrual Basis

DRAFT

[Per Audit]  
 12/31/22

	<u>10/31/23</u>	<u>9/30/23</u>	<u>12/31/22</u>
<b>ASSETS:</b>			
Cash - Unrestricted (1)	\$ 11,172,312	\$ 5,644,349	\$ 6,428,049
Cash - Restricted (A)(2)	7,761,226	8,361,953	8,955,862
Cash - Reserved (B)(3)	672	672	797,149
Cash - Subtotal	18,934,210	14,006,974	16,181,060
Grants Receivable (4)	68,519	68,355	67,663
Accounts Receivable (5)	103,671	170,695	105,672
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (6)	17,707	24,854	25,691
Loans Receivable - Current	55,652	56,527	54,539
<b>Total Current Assets</b>	<b>19,182,591</b>	<b>14,330,237</b>	<b>16,437,457</b>
Land Held for Dev. & Resale (7)	23,639,523	23,822,376	22,615,924
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	23,710,780	23,893,633	22,687,181
Less Accumulated Depreciation	(69,729)	(69,675)	(69,183)
<b>Net Property, Plant &amp; Equip.</b>	<b>23,641,051</b>	<b>23,823,958</b>	<b>22,617,998</b>
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	90,195	94,705	138,073
Right to Use Assets, Net of Accumulated Amortization	30,078	30,078	30,078
Net Pension Asset (12)	200,580	200,580	200,580
<b>Other Assets</b>	<b>320,853</b>	<b>325,363</b>	<b>368,731</b>
<b>TOTAL ASSETS</b>	<b>43,144,495</b>	<b>38,479,558</b>	<b>39,424,186</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (12)	416,930	416,930	416,930
<b>Deferred Outflows of Resources</b>	<b>416,930</b>	<b>416,930</b>	<b>416,930</b>
<b>LIABILITIES:</b>			
Accounts Payable (8)	57,379	28,807	218,950
Loan Payable - Genesee County - Current (9)	315,000	315,000	305,000
Accrued Expenses	56,606	46,237	30,879
Lease Payable - Current	12,167	12,167	12,167
Customer Deposits - Local Labor Reporting	18,505	-	-
Unearned Revenue (10)	6,832,918	7,473,603	8,533,938
<b>Total Current Liabilities</b>	<b>7,292,575</b>	<b>7,875,814</b>	<b>9,100,934</b>
Loans Payable - ESD (11)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (9)	2,510,000	2,510,000	2,825,000
Lease Payable - Noncurrent	17,911	17,911	17,911
<b>Total Noncurrent Liabilities</b>	<b>7,724,398</b>	<b>7,724,398</b>	<b>8,039,398</b>
<b>TOTAL LIABILITIES</b>	<b>15,016,973</b>	<b>15,600,212</b>	<b>17,140,332</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (12)	712,344	712,344	712,344
<b>Deferred Inflows of Resources</b>	<b>712,344</b>	<b>712,344</b>	<b>712,344</b>
<b>NET ASSETS</b>	<b>\$ 27,832,108</b>	<b>\$ 22,583,932</b>	<b>21,988,440</b>

4.1

32



Significant Events:

1. Unrestricted Cash - Increase related to Edwards Vacuum Project Origination Fee (\$1.025M), Land sale at AppleTree Acres (J. Rental \$831.9K) and land sale at STAMP (Edwards Vacuum \$3.72M).
2. 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.
3. Reserved Cash - RLF funds were used to cover STAMP expenses in August of 2023. \$564K was used to set up the STAMP Part 182 Permit Reserve and \$320K was used for the Keeler and 716 Contracts.
4. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
5. Accounts Receivable - Econ. Dev. Program Support Grant, MedTech Centre Property Management, etc., final origination fee installment from Nexgistics.
6. Prepaid Expense(s) - Cyber, D&O, life, general liability, umbrella, workers compensation and short-term disability insurance, etc.
7. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
8. Accounts Payable - Bergen PIF payment received and not paid, e3communications and interest earned on imprest accounts that will be remitted to ESD.
9. 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.
10. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
11. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
12. Net Pension Asset / Deferred Pension Outflows / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

**Genesee County Economic Development Center  
October 2023 Dashboard  
Profit & Loss - Accrual Basis**

DRAFT

	Month to Date		YTD		2023	2023
	10/31/23	10/31/22	2023	2022	Board Appr. <u>Budget</u>	YTD % <u>of Budget</u>
<b>Operating Revenues:</b>						
Genesee County	\$ 19,459	\$ 19,459	\$ 194,591	\$ 194,592	\$ 233,513	83%
Genesee County - WFD	2,083	2,083	20,831	20,832	25,000	83%
Fees - Projects (1)	1,025,625	750	1,504,074	382,843	487,000	309%
Fees - Services	7,262	7,099	72,620	70,991	87,146	83%
Interest Income on Loans	167	215	1,849	2,329	2,170	85%
Rent	500	-	11,757	16,393	32,910	36%
Common Area Fees - Parks	-	-	391	373	380	103%
Grants (2)	755,679	252,582	2,329,164	4,148,557	4,600,459	51%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	250,000	250,000	300,000	83%
GCFC Grant - Econ. Dev. Program Support	-	-	-	328,388	-	N/A
Land Sale Proceeds (3)	4,600,000	-	4,600,000	67,500	-	N/A
BP <sup>2</sup> Revenue	-	14,096	1,714	22,693	52,819	3%
Other Revenue	173	-	5,605	1,390	5,000	112%
<b>Total Operating Revenues</b>	<b>6,435,948</b>	<b>321,284</b>	<b>8,992,596</b>	<b>5,506,881</b>	<b>5,826,397</b>	<b>154%</b>
<b>Operating Expenses</b>						
General & Admin	329,838	93,987	1,404,574	1,124,057	1,519,303	92%
Professional Services	65	5,859	62,260	60,163	206,620	30%
Site Maintenance/Repairs	3,828	1,147	7,852	5,171	38,000	21%
Property Taxes/Special District Fees	(80)	-	5,195	3,518	3,030	171%
BP <sup>2</sup> Expense	-	-	-	-	17,244	0%
PIF Expense	14,813	-	62,975	43,296	151,906	41%
Site Development Expense (4)	2,991	17,945	935,678	2,456,204	2,468,252	38%
Cost of Land Sales	870,333	-	870,333	5,775	-	N/A
Real Estate Development (5)	636,253	518,947	1,842,706	2,593,671	1,675,248	110%
Balance Sheet Absorption	(636,253)	(518,947)	(1,842,706)	(2,593,671)	-	N/A
<b>Total Operating Expenses</b>	<b>1,221,788</b>	<b>118,938</b>	<b>3,348,867</b>	<b>3,698,184</b>	<b>6,079,603</b>	<b>55%</b>
<b>Operating Revenue (Expense)</b>	<b>5,214,160</b>	<b>202,346</b>	<b>5,643,729</b>	<b>1,808,697</b>	<b>(253,206)</b>	
<b>Non-Operating Revenue</b>						
Other Interest Income (6)	34,016	1,962	199,939	13,955	5,900	3389%
<b>Total Non-Operating Revenue</b>	<b>34,016</b>	<b>1,962</b>	<b>199,939</b>	<b>13,955</b>	<b>5,900</b>	<b>3389%</b>
<b>Change in Net Assets</b>	<b>5,248,176</b>	<b>204,308</b>	<b>5,843,668</b>	<b>1,822,652</b>	<b>\$ (247,306)</b>	
<b>Net Assets - Beginning</b>	<b>22,583,932</b>	<b>21,201,839</b>	<b>21,988,440</b>	<b>19,583,495</b>		
<b>Net Assets - Ending</b>	<b>\$ 27,832,108</b>	<b>\$ 21,406,147</b>	<b>\$ 27,832,108</b>	<b>\$ 21,406,147</b>		

**Significant Events:**

1. Fees Projects - Edwards Vacuum.
2. Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Land Sale Proceeds - AppleTree Acres (J. Rental \$831.9K) and STAMP (Edwards Vacuum \$3.72M).
4. 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.
5. Real Estate Development Costs - Includes STAMP development costs.
6. Other Interest Income - Interest rates have increased substantially; invested funds into a CD for additional interest income.

4.1

34

**Genesee County Economic Development Center**  
**October 2023 Dashboard**  
**Statement of Cash Flows**

DRAFT

	October 2023	YTD
<b>CASH FLOWS PROVIDED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 21,542	\$ 236,964
Fees - Projects	1,025,625	1,411,574
Fees - Services	21,786	86,656
Interest Income on Loans	184	1,754
Rent	500	20,006
Common Area Fees - Parks	-	391
Grants	114,813	628,341
BP <sup>2</sup> Revenue	-	1,714
GGLDC Grant - Economic Development Program Support	75,000	300,000
Other Revenue	173	5,605
Repayment of Loans	5,385	46,765
Net Land Sale Proceeds	4,548,774	4,548,774
Customer Deposit	18,505	18,505
General & Admin Expense	(311,913)	(1,378,142)
Professional Services	(65)	(76,800)
Site Maintenance/Repairs	(3,828)	(7,405)
Site Development	(491)	(1,039,115)
Property Taxes/Special District Fees	80	(5,195)
PIF Expense	-	(48,162)
Improv/Additions/Adj to Land Held for Development & Resale	(636,254)	(1,925,643)
Net Cash Provided By Operating Activities	4,879,816	2,826,587
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(305,000)
Net Cash Used By Noncapital Financing Activities	-	(305,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	47,420	231,563
Net Change in Cash	4,927,236	2,753,150
Cash - Beginning of Period	14,006,974	16,181,060
Cash - End of Period	\$ 18,934,210	\$ 18,934,210
<b>RECONCILIATION OF NET OPERATING REVENUE TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 5,214,160	\$ 5,643,729
Depreciation Expense	54	546
Decrease in Operating Accounts/Grants Receivable	66,860	1,145
Decrease in Prepaid Expenses	7,147	7,984
Decrease in Loans Receivable	5,385	46,765
Decrease (Increase) in Land Held for Development & Resale	182,853	(1,023,599)
Increase (Decrease) in Operating Accounts Payable	15,168	(193,195)
Increase in Accrued Expenses	10,369	25,727
Decrease in Unearned Revenue	(640,685)	(1,701,020)
Increase in Customer Deposits	18,505	18,505
Total Adjustments	(334,344)	(2,817,142)
Net Cash Provided By Operating Activities	\$ 4,879,816	\$ 2,826,587

4.1

35

## GCEDC

Lezlie Farrell – Finance & Operations  
**Audit & Finance Committee Report**  
December 5, 2023

### Insurance Renewal

Please see the attached renewal quotes provided by Selective for the Package Renewal and Worker's Compensation.

Tompkins is still waiting on Umbrella Policy quotes, which may not be available until closer to mid-December. We will go over our options to ensure there is no lapse in coverage.

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





	<u>Annualized</u> <u>2023</u>	<u>Renewal</u> <u>2024</u>
<u>SELECTIVE INSURANCE COMPANY</u>		
Property	\$10,281.90	\$10,519.60
General Liability	\$58,282	\$60,843
Commercial Auto	\$466	\$488
Inland Marine	\$100	\$100
Crime	<u>\$60</u>	<u>\$60</u>
Total Package	\$69,189.90	\$72,010.60
Umbrella - \$5M Primary	\$30,775	TBD
Umbrella - \$5M Excess	\$8,220	TBD
Worker's Compensation	\$3,548	\$3,500
	<u>Effective May 21, 2023 - 2026</u>	
<u>TRAVELERS</u>		
Crime	\$657	\$657
<u>GUARDIAN</u>		
Disability Benefits	TBD	TBD

Selective General Liability Includes Data Compromise Coverage

Named Insureds: Genesee County Industrial Development Agency, Inc.  
 dba Genesee County Economic Development Agency  
 Genesee Gateway Local Development Corporation  
 Genesee Valley Agri-Business, LLC  
 STAMP Water Works, Inc.  
 STAMP Sewer Works, Inc.

# SELECTIVE

BE UNIQUELY INSURED<sup>SM</sup>

Quotation of Commercial Insurance

**Prepared for:**

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER GENESEE  
GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS INC STAMP  
SEWER WORKS INC  
99 MED TECH DR  
BATAVIA, NY 140209712



**Presented By:**

TOMPKINS INSURANCE AGENCIES, INC.  
90 MAIN STREET  
BATAVIA, NEW YORK 14020

Proposal Print Date: 11/14/2023

# SELECTIVE

BE UNIQUELY INSURED<sup>SM</sup>

Quotation of Commercial Insurance  
Governmental  
Renewal

**Prepared for:**

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER GENESEE  
GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS INC STAMP  
SEWER WORKS INC  
99 MED TECH DR  
BATAVIA, NY 140209712

**TOMPKINS**   
Insurance Agencies

**Presented By:**

TOMPKINS INSURANCE AGENCIES, INC.  
90 MAIN STREET  
BATAVIA, NEW YORK 14020

Proposal Print Date: 11/14/2023  
Underwritten By:  
Selective Way Insurance Company

4.2

39

The following quotation of insurance has been developed for the above captioned risk.  
IT IS AGREED AND UNDERSTOOD NO COVERAGE HAS BEEN BOUND.

This quotation will expire after ( 30 ) days Or the effective date of requested coverages unless otherwise notified.





# PROVIDING UNIQUE INSURANCE SOLUTIONS SINCE 1926

Since its founding, Selective has built a reputation for providing unique insurance solutions backed by outstanding customer service. This reputation has recently been rewarded with an “A+” (Superior) Rating from AM Best, with an “A” or better for more than 9 decades.

Today, **Selective Insurance Group, Inc.** is a holding company for 10 property and casualty insurance companies that partner with independent agents to offer standard and specialty insurance for commercial and personal risks. Selective invites its customers to Be Uniquely Insured in partnership with independent agents, who together deliver a best-in-class customer experience.

Headquartered in Branchville, New Jersey since 1926, Selective employs a diverse workforce of more than 2,300 engaged professionals. As the 39th largest U.S. property & casualty group in 2021 (per AM Best), Selective is a super-regional insurance carrier with Commercial Lines in 27 states, Personal Lines in 15 states, Excess & Surplus Lines in 50 states, while being the 4th largest “Write Your Own” insurance carrier in the National Flood Insurance Program.

Selective’s unique position as both a leading insurance group and an employer of choice is recognized in a wide variety of awards and honors, including a listing in the Fortune 1000 and being named one of the Best Workplaces in Financial Services & Insurance™ in 2021 by Great Place to Work® and Forbes.

**SELECTIVE**  
BE UNIQUELY INSURED®

© 2022 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at [selective.com/about/affiliated-insurers.aspx](https://selective.com/about/affiliated-insurers.aspx). 51-22-01

- 4.2

41 -

**SELECTIVE**  
BE UNIQUELY INSURED®

# Safety Management Starts Here

Here's what we can do for you:



## Fleet Risk Assessment

Quickly uncover ways to protect your drivers and minimize the risk of devastating commercial vehicle losses with an interactive online assessment.



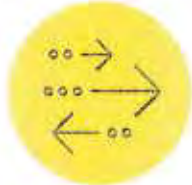
## Online Training from the Experts

Trust the safety advocates at The National Safety Council to provide online distracted driving courses to educate your team on the risks.



## Selective® Drive Fleet Management Tool

Encourage safe driving behaviors and manage fuel expenses with this advanced fleet management tool.



## Digital Services to Support Your Business

We offer a suite of online, self-service resources, including industry-specific safety programs and training to help you make our roadways safer.



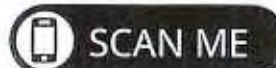
## Safe Driving Policies

We can help you implement and educate your team on Permissive Use and Distracted Driving policies to ensure road safety.



Watch how Safety Management makes a difference

[Watch Now](#)





**SELECTIVE**  
BE UNIQUELY INSURED®

# Safety Management Starts Here

Here's what we can do for you:



## Contractual Risk Transfer (CRT)

Help protect your bottom line with CRTs that allocate liability and responsibility to the appropriate party.



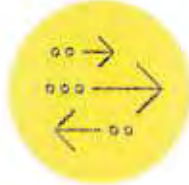
## Slip, Trip, and Fall Assessment

Evaluate the risks of slips, trips, and falls around your property and help prevent injuries with an interactive online assessment.



## Job Site Risks Assessment

Find opportunities to create a safe and compliant job site for you and your team with an interactive online assessment.



## Digital Services to Support Your Business

We offer a suite of online, self-service resources, including industry-specific safety programs and training to help you create a safer environment for all.



## Contractors Completed Operations Assessment

Determine if you've done all you can to prevent property damage or injury after the job is complete with an interactive online assessment.



Watch how Safety Management makes a difference

[Watch Now](#)



**SELECTIVE**

BE UNIQUELY INSURED®

# Safety Management Starts Here

Here's what we can do for you:



## Ignitable Liquids Assessment

Proactively uncover and address vulnerabilities that may lead to spontaneous combustion in and around your property with an interactive online assessment.



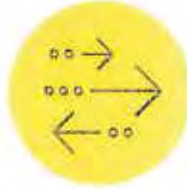
## Free Business Prep Toolkit

Prepare for flooding, wildfires, winter weather, and more with business prep guides developed by the Insurance Institute for Business & Home Safety.



## Water Escape and Intrusion Assessment

Identify potential causes for water escape and intrusion and avoid potentially costly and disruptive interruptions with an interactive online assessment.



## Digital Services to Support Your Business

We offer a suite of online, self-service resources, including industry-specific safety programs and training to help you create a safer property.



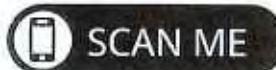
## Business Continuity Assessment

Evaluate the strength of your Business Continuity Plan and be ready for unexpected disruptions with an interactive online assessment.



Watch how Safety Management makes a difference

[Watch Now](#)





# WHAT YOU CAN EXPECT AS A SELECTIVE CUSTOMER

## Prior To Policy Issued

Our trusted independent agents will work closely with you to customize insurance protection that meets your unique needs.

## As A Selective Customer

When you choose to Be Uniquely Insured, you get more than just a policy. You can rely on us to be there for you before, during, and after a claim. We even offer a broad range of value-added services that further enhance your experience.



## EXCEPTIONAL SERVICE



### Unique Policy Add-Ons

Ask your agent about enhancements for your policy. Add our flood insurance and umbrella insurance for even more protection.



### "A+" Superior Rating

Selective has been rewarded with an "A" (Excellent) or better Rating from AM Best for over 90 years.



### Flexible Payment Options

We offer various flexible payment plans, and multiple ways to pay. Receive billing reminders via email or text.



### Be In The Know

Stay current with proactive auto and product recalls, customized weather alerts, billing reminders, claims notifications, and more.

## VALUE BEYOND COVERAGE



### Safety Management

Our Safety Management team can help you address your industry-specific risks with expertly-crafted resources like safety programs, training, and more.



### NT24

Manage Workers Compensation claims expenses and return-to-work initiatives with a 24/7 nurse hotline.



### Praesidium

Create a safer environment for customers and employees with the help of expert abuse or molestation prevention resources.



### Security Mentor

Teach employees to protect valuable online business data with interactive security training courses.

## INSURANCE AT YOUR CONVENIENCE



### MySelective Online Account

Manage your insurance account your way with online features like paperless billing and policy, quick auto ID card access, claims reporting, and more.



### Award-Winning Mobile App

Our MySelective app has received numerous awards and has a 4.6/5 app store rating.

LEARN MORE  
ABOUT SELECTIVE!  
[selective.com](https://selective.com)



**SELECTIVE**  
BE UNIQUELY INSURED®

f | @ | in | | |  
selective insurance



Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

Table Of Contents

	<u>Page #</u>
Premium Summary.....	10
Location Schedule.....	11
Property.....	12
Crime Fidelity.....	13
Inland Marine.....	14
General Liability.....	14
Automobile.....	19
Billing Information.....	20
Terrorism (Certified Acts) Information.....	21
IN0587 1220.....	Appendix I
IN0234 0223.....	Appendix II
IN1012 1021.....	Appendix III
IN1013 1021.....	Appendix IV
SelectPac Property Extension Endorsement.....	Appendix V
Crime SelectPac Endorsement.....	Appendix VI
ElitePac General Liability Extension Endorsement.....	Appendix VII
ElitePac Commercial Auto Extension Endorsement.....	Appendix VIII

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

46

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Premium Summary**

<u>Coverage</u>	<u>Premium</u>
Property	\$10,519.60
Crime Fidelity	\$60.00
Inland Marine	\$100.00
General Liability	\$60,843.00
Automobile	\$488.00
<b>Total Premium</b>	<b>\$72,010.60</b>

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

47

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Policy Location Schedule**

<u>Loc#</u>	<u>Bldg#</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
001	001	7856 GRISWOLD ROAD	LE ROY	NY	14482
002	001	PEMBROKE PARK	CORFU	NY	14036
003	001	W/S ALLEGANY ROAD	CORFU	NY	14036
004	001	99 MED TECH DR	BATAVIA	NY	14020
Class Code		0702	Property Interest	Not Available	
Year Built		2010	Stories	2	
Total Area		40642	Protection Class	04	
Sprinklered		Y	Alarm	Not Available	
Construction Type		NON-COMBUSTIBLE			
005	001	EAST MAIN ST RD & ELLICOTT ST RD	BATAVIA	NY	14020
006	001	6608 CROSBY RD	BASOM	NY	14013
007	001	6680 CROSBY RD	BASOM	NY	14013
008	001	6590 CROSBY RD	BASOM	NY	14013
009	001	6561 CROSBY RD	ALABAMA TFPD	NY	14003
010	001	6620 CROSBY RD	BASOM	NY	14013
011	001	6576 CROSBY RD	BASOM	NY	14013
012	001	LAKE ROAD	LEROY	NY	14482
013	001	APPLE TREE ACRES	BERGEN	NY	14416
014	001	CROSBY ROAD WEST SIDE	BASOM	NY	14013
015	001	CROSBY ROAD EAST SIDE	BASOM	NY	14013
016	001	gateway Ii	BATAVIA	NY	14020
017	001	805 LEWISTON RD	BASOM	NY	14013

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Property**

**Policy Level**

Deductible: 2,500  
Coinsurance: Bldg: 100    BPP: 100  
Loss Free Years: 3

**Optional Coverages/Extensions**

<u>Optional Coverages/Extensions</u>	<u>Limit</u>	<u>Premium</u>
SelectPac Property Extension Endorsement		\$458.00
<b>Systems Power Pac Clas Rated Deductibles</b>		
Combined All Coverages Ded: Follows Property Deductible		

**Location Level**

Location 004/001 - 99 MED TECH DR, BATAVIA, NY

<u>Coverage</u>	<u>Limit</u>	<u>Premium</u>
Building	8,718,403	\$7,062.00
Replacement Cost		
Agreed Value		
Business Pers Prop - Business Personal Property	108,361	\$296.00
Replacement Cost		
Business Income with Extra Expense	640,000	\$788.00
Coinsurance 80 %		
Business Income including Rental Value		
waiting period- 72 hours		
Systems Power Pac		\$1,681.00
<b>Location 004/001 - Total Premium</b>		<b>\$9827</b>

**Other**

NY Fire Tax	\$18.60
Terrorism Premium (Certified Acts)	\$216.00

<b>Total Property Premium</b>	<b>\$10,519.60</b>
-------------------------------	--------------------

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

49



Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Crime Fidelity**

Policy Level

Coverage Type	Governmental Crime Coverage		
<u>Coverages</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
Employee Theft - Per Loss	\$500.00	25,000	Included
Forgery & Alteration	\$500.00	25,000	Included
Computer Fraud	\$500.00	5,000	Included
Crime SelectPac Endorsement			\$60.00

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY

<u>Coverages</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
IP - Theft of Money and Securities	\$500.00	25,000	Included
IP - Robbery or Safe Burg of Other Prop	\$500.00	25,000	Included
Outside the Premises	\$500.00	25,000	Included

**Total Crime Fidelity Premium \$60.00**

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

50

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Inland Marine**

Policy Level Coverages

	<u>Limit</u>	<u>Premium</u>
Virus or Harmful Code	50,000	\$.00

Location Level

Location 004/001 - 99 MED TECH DR, BATAVIA, NY

	<u>Limit</u>	<u>Premium</u>
Electronic Information Systems - Scheduled Equipment - Formula	25,000	\$85.00

Other

**Total Inland Marine Premium** **\$100.00**

**General Liability**

Policy Level

	<u>Limit</u>	<u>Premium</u>
General Aggregate	2,000,000	
Products/Completed Ops	2,000,000	
Each Occurrence	1,000,000	
Personal & Advertising Injury	1,000,000	
Fire Damage	500,000	
Medical Expense	5,000	

<u>Additional Coverages</u>	<u>Quantity/Limit</u>	<u>Premium</u>
Designated Person/Org CG 2026	2	\$70.00

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

51

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

Data Compromise		\$333.00
• Aggregate Limit	50,000	
ElitePac General Liability Extension Endorsement		\$1,500.00

**Location Level**

Location 001/001 - 7856 GRISWOLD ROAD, LE ROY, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 26.752)	28	\$749.00

**Location Level**

Location 002/001 - PEMBROKE PARK, CORFU, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 26.752)	36	\$963.00

**Location Level**

Location 003/001 - W/S ALLEGANY ROAD, CORFU, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 26.752)	3	\$80.00

**Location Level**

Location 004/001 - 99 MED TECH DR, BATAVIA, NY  
Class 61212 - BUILDINGS PREM MERC MANF OTHER THA

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 350.777)	38,900	\$13,645.00

**Location Level**

Location 004/001 - 99 MED TECH DR, BATAVIA, NY  
Class 61227 - BUILDINGS PREMISES NOT FOR PROFIT

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 1170.666)	3,100	\$3,629.00

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

52

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Location Level**

Location 004/001 - 99 MED TECH DR, BATAVIA, NY  
Class 91585 - CONTRACTORS SUB OF BUILDINGS

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 6.116)	IF ANY	--
Products/Completed Operations (Final Rate 2.862)	IF ANY	--

**Location Level**

Location 005/001 - EAST MAIN ST RD & ELLICOTT ST RD, BATAVIA, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 26.752)	58	\$1,552.00

**Location Level**

Location 006/001 - 6608 CROSBY RD, BASOM, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

**Location Level**

Location 007/001 - 6680 CROSBY RD, BASOM, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

**Location Level**

Location 008/001 - 6590 CROSBY RD, BASOM, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

**Location Level**

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

53

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

Location 009/001 - 6561 CROSBY RD, ALABAMA TFPD, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

Location Level

Location 010/001 - 6620 CROSBY RD, BASOM, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

Location Level

Location 011/001 - 6576 CROSBY RD, BASOM, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

Location Level

Location 012/001 - LAKE ROAD, LEROY, NY  
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.846)	77	\$296.00

Location Level

Location 013/001 - APPLE TREE ACRES, BERGEN, NY  
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.846)	79	\$304.00

Location Level

Location 014/001 - CROSBY ROAD WEST SIDE, BASOM, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

54



Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 37.721)	665	\$25,084.00

**Location Level**

Location 015/001 - CROSBY ROAD EAST SIDE, BASOM, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 37.454)	317	\$11,873.00

**Location Level**

Location 016/001 - gateway Ii, BATAVIA, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 26.752)	21	\$562.00

**Location Level**

Location 017/001 - 805 LEWISTON RD, BASOM, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

<b>Total General Liability Premium</b>		<b>\$60,843.00</b>
--	--	--------------------

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Automobile**

**Policy Level**

<u>Coverage</u>	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Liability Limit Type CSL			
- Liability	8,9	1,000,000	
Non-Owned Employee Count		0 - 9	\$432.00
ElitePac Commercial Auto Extension Endorsement			\$25.00

**State Level Coverages (NY)**

<u>Coverage</u>	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Excess Hired		IF ANY	\$31.00

**Total Automobile Premium \$488.00**

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

56

Selective understands you have unique insurance needs. Working with your agent, based on eligibility you can select from our various premium installment plans to meet your needs. Your options may include:

- **1-Pay:** Due in full at policy inception
- **Quarterly:** Four equal installments due quarterly with the first installment due at policy inception
- **10-Even Pay:** Ten equal installments due monthly with the first installment due at policy inception
- **12-Even Pay\*:** Twelve equal installments due monthly with the first installment due at policy inception  
(\*Only offered for enrolled customers on Auto Recurring with ACH/bank account payment method. Customers who chose to alter their payment method to other than Auto Recurring with ACH/Bank account will be moved to the 10-Even Pay plan upon renewal)

**Note:** Policies on the same billing account may have different payment plans. Installment fees may apply.

### Manage Your Account Your Way with MySelective

Register for MySelective to manage your insurance account with unique features like instant certificates of insurance, online claims reporting, paperless policy and billing, and more.

There are two ways to get started:

#### 1. Online

- Visit [selective.com](#)
- Click Login and then select Customers > Business & Individual Customers
- Click Create an Account
  - Activate your account using your email, mobile phone, or policy number

#### 2. Mobile App

- Visit the Apple App Store® or the Google Play™ store and search for 'MySelective'
- Download and open the app
- Select Create an Account

Activate your account using your email, mobile phone, or policy number.

### PaySync® Flexible Payment Program

Get the cash flow flexibility you need with PaySync for your eligible Selective Workers Compensation (WC) and Commercial Package Policy (CPP) – no down payments or special underwriting guidelines apply.

- PaySync for WC – pay your premium installments based on your payroll
- PaySync CPP – choose to have your premiums broken into 12, 24, 26, or 52 payments

You'll need to submit your payroll information to Selective each pay cycle to maintain PaySync WC eligibility. You can also have a third party, such as an accountant or payroll processor, submit your payroll on your behalf.

Visit [selective.com/paysync](#) or contact your agent to discover more PaySync benefits.



Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION GENESEE VALLEY AGRI-BUSINESS L LCSTAMP WATER WORKS  
INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Terrorism (Certified Acts) Information**

Refer to attached IN 0587 1220 Policyholder Disclosure Notice – Offer of Terrorism Insurance Coverage when Terrorism Insurance Coverage Was Previously Rejected

**TERRORISM COVERAGE AS DESCRIBED ABOVE, HAS BEEN REJECTED. AS A RESULT, THIS POLICY WILL EXCLUDE CERTAIN TERRORISM LOSSES. THE PREMIUM FOR THE TERRORISM (FIRE ONLY) COVERAGE IS \$216.00.**

**TO INCLUDE TERRORISM, YOUR PREMIUM WOULD BE AS FOLLOWS:**

**TERRORISM - CERTIFIED ACTS: \$2,492.00**

**TERRORISM – AUTO \$0.00**

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

58

**POLICYHOLDER DISCLOSURE NOTICE  
OFFER OF TERRORISM INSURANCE COVERAGE  
WHEN TERRORISM INSURANCE COVERAGE  
WAS PREVIOUSLY REJECTED**

This policy provides no coverage for losses resulting from "acts of terrorism", as defined in Section 102(1) of the Terrorism Risk Insurance Act, except for fire losses resulting from an "act of terrorism" which we are prohibited by state law from excluding. This is because you have instructed us that you did not want to purchase coverage for such losses and further instructed us not to provide coverage for such losses on any renewal terms. We are providing this offer to you, however, because the Act requires us to annually offer you the opportunity to purchase insurance coverage for losses resulting from "acts of terrorism" certified under the Act.

**Offer of Coverage:**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism", as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an "act of terrorism"; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**YOU HAVE PREVIOUSLY REJECTED THIS COVERAGE AND INSTRUCTED US NOT TO PROVIDE IT ON ANY POLICY RENEWALS. THEREFORE, IN ACCORDANCE WITH THE ACT, WE HAVE ATTACHED EXCLUSION(S) ELIMINATING COVERAGE FOR CERTIFIED "ACT OF TERRORISM" LOSSES, EXCEPT FOR FIRE LOSSES RESULTING FROM AN "ACT OF TERRORISM".**

**IF YOU HAVE RECONSIDERED YOUR REJECTION AND WOULD NOW LIKE TO PURCHASE COVERAGE FOR LOSSES RESULTING FROM "ACTS OF TERRORISM" AS DEFINED IN SECTION 102(1) OF THE TERRORISM RISK INSURANCE ACT, PLEASE CONTACT YOUR AGENT FOR ASSISTANCE.**

**Disclosure of Premium:**

The portion of your annual premium for Terrorism (fire only) coverage \_\_\_\_\_ and is due regardless of whether you choose to purchase coverage for certified "acts of terrorism",

We can delete the exclusion(s) for a total annual Terrorism premium charge of \_\_\_\_\_, which includes the premium for Terrorism (fire only) coverage.

This additional premium charge does not include any charges for the portion of loss that may be covered by the federal government under the Act. Please be aware that even if you purchase coverage for losses resulting from certified "acts of terrorism", your policy will still contain other policy terms, conditions, limitations and exclusions that may impact whether coverage is available in the event of a loss resulting from a certified "act of terrorism".



**Federal Participation in Payment of Terrorism Losses:**

You should know that where coverage is provided by this policy for losses resulting from certified "acts of terrorism", such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

**Cap on Insurer Participation in Payment of Terrorism Losses:**

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified "acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

# PRAESIDIUM

## WHAT YOU DON'T KNOW CAN HURT THOSE IN YOUR CARE AND YOUR ORGANIZATION.

Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and the organization's reputation, financial stability, and trust within the community. Who you should screen can depend on many factors, such as if the person is a new full-time hire, a season hire, or even a current employee. In determining the types of checks to utilize, organizations should follow all state, federal, and licensing regulations and consider an individual's level of access. Level of access may be influenced by:

### WHO IS PRAESIDIUM?

Praesidium is the national leader in abuse risk management. With more than two decades of experience, and serving thousands of clients, our dedicated team of researchers, psychologists, attorneys, social workers, and human resource professionals have analyzed thousands of cases of abuse in organizations and synthesized the latest scientific research. We know how abuse happens in organizations . . . and how to prevent it.

- **Frequency:** How frequently does the individual work around or interact with consumers? Is it a one-time event or every day?
- **Duration:** What is the duration of the individual's interactions? Is it a one-time, one-hour event or an entire summer?
- **Level of Supervision:** Are the individual's interactions always supervised by another adult or are they one-on-one with consumers?
- **Nature of the Relationship:** What is the nature of the relationship between the individual and the consumers in the program? Does the individual merely supervise an area during an event that has consumers, or are they getting to know individual consumers and families while counseling, tutoring, or providing personal care services?

**Selective Insurance has partnered with Praesidium to offer you discounted background screening services for your organization.**

## FOUR ELEMENTS FOR A THOROUGH BUT COST-EFFECTIVE BACKGROUND CHECK:

- **Check Facts:** Aliases, DOBs, and address history all drive research and help to paint a complete picture.
- **Search Wide:** Multi State criminal and national sex offender databases will identify the unexpected.
- **Search Deep:** Targeted county level searches will give real-time information where records are most likely to be found.
- **Ask Questions:** References can provide insights on behavior and clues to non-criminal boundary issues.

## WHO SHOULD YOU SCREEN, AND HOW OFTEN?

- **New Hires/Volunteers:** A thorough, consistently applied background screening process at the time of hire is your first and best opportunity to identify the problem.
- **Seasonal Hires/Volunteers:** Seasonal staff present a unique risk because you don't see them for months at a time, but it's often not practical to complete a full new hire process each season. An annual check-in plan is key.
- **Re-Screening:** Conducting targeted checks on your full-time employees at least every 3 years helps you identify issues before they impact your organization.

For more information go to: [selective.com/praesidium](http://selective.com/praesidium) - (800.743.6354) - [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com)  
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

## BACKGROUND SCREENING FOR SELECTIVE INSURED

Praesidium offers a selection of background screening packages plus a la carte services to empower your organization to conduct right-sized research. Praesidium's team can help contextualize the screening process as part of an overall culture of safety and discuss how screening works in hand with other abuse prevention efforts. Praesidium's team can also help you understand who to screen, how often, and the importance of re-screening.

In addition to Background Screenings – you can now access Praesidium Academy to add further training on abuse prevention. Praesidium Academy online training includes supporting tools that enhance both the short and long-term effectiveness of the training experience and produce sustainable changes in employee and volunteer behavior. Access to this system is **free** to Selective insureds.

	LOW ACCESS VOLUNTEERS	HIGH ACCESS VOLUNTEERS	EMPLOYEES	FINANCIAL ACCESS	A LA CARTE
	STARTING AT \$16	STARTING AT \$16	STARTING AT \$16	STARTING AT \$37	INDIVIDUAL COST PER SERVICE
Employment Credit (\$60 one-time set up fee required)				X	\$10.00
Confidence Multi State Criminal and Sex Offender Database w/Alias**	X	X	X	X	\$ 9.00
7 Yr County Criminal Records Search: Current County of Residence*	X	X	X	X	\$ 7.00
Add'l Counties Added As Needed Based on 7 yr Address History*		X	X	X	\$ 5.50
County Civil Records Search (upper): 1 County*				X	\$11.00
Motor Vehicle Records Search*					\$ 5.00
Employment Verification: 1 Position*					\$ 8.00
Education Verification: 1 Degree*					\$ 7.00
Personal Reference: 1 Reference					\$11.00
Professional Reference: 1 Reference					\$12.00
International Criminal Search 1 Jurisdiction*					\$50.00
Social Media Search: Basic (3 Years)					\$7.50
Social Media Search: Pro (7 Years)					\$12.50

\* 3rd Party keeper fees may apply and will be passed on at cost when incurred.

\*\* Criminal records found in the Multi State database check are subject to verification at the source and additional costs may apply.

**For more information go to: [selective.com/praesidium](http://selective.com/praesidium) - (800.743.6354) - [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com)**

In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

4.2

62

**PRAESIDIUM**

**PREVENTING ABUSE TOGETHER**

**PRAESIDIUM'S MISSION:**

**TO HELP YOU PROTECT THOSE IN YOUR CARE FROM ABUSE AND TO HELP PRESERVE TRUST IN YOUR ORGANIZATION.**

An incident of abuse can be detrimental to an organization. That's why Selective Insurance has partnered with Praesidium to provide policy holders access to targeted solutions to help your organization strengthen its abuse prevention efforts.

**Selective insureds can access (at no additional cost):**

Praesidium Model Policies, Screening and Selection Toolkit, and Praesidium Academy online training. Insureds can also take advantage of discounted Background Screening services.

**PRAESIDIUM'S SCIENTIFIC METHODOLOGY**

Using current research and root cause analysis, Praesidium developed its own abuse risk management model, The Praesidium Safety Equation® Root-cause analysis of several thousand incidents of abuse across industries demonstrated that risks fell into eight organizational operations: Policies, Screening and Selection, Training, Monitoring and Supervision, Internal Feedback Systems, Consumer Participation, Responding, and Administrative Practices. By implementing best practices in each of these operations, Praesidium determined that risks could be reduced or eliminated.

**WHO IS PRAESIDIUM?**

Praesidium is a mission driven risk management firm that helps organizations reduce the risk of sexual abuse as well as the risk of false allegations. With over 25 years of experience and serving thousands of clients in the United States and 11 other countries, our dedicated team of researchers, psychologists, attorneys, social workers, and human resource professionals have analyzed thousands of cases of abuse in organizations and synthesized the latest scientific research.

We know how abuse happens in organizations and more importantly, how to prevent it.

Policies +	Screening & Selection	+ Training
Monitoring & Supervision +	Internal Feedback Systems	Consumer + Participation
Responding +	Administrative Practices	<b>= A SAFE ENVIRONMENT</b>

For more information go to: [selective.com/praesidium](http://selective.com/praesidium) — 800.743.6354 — [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com)  
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

4.2

63



# PRAESIDIUM

---

## FEATURED SERVICES

---

### Products and services offered to Selective Insureds:

- **MODEL POLICIES**

Clear policies set the stage for safe environments by defining acceptable and unacceptable employee and volunteer conduct. Policies also facilitate effective monitoring and supervision by helping others to recognize and take action when they see policy violations. Praesidium can provide model policies, review and revise existing policies, or help your organization draft policies that address the protection of your consumers.

- **SCREENING AND SELECTION TOOLKIT**

The most comprehensive package of its kind, Praesidium's Screening and Selection Tool Kit comes complete with everything your organization needs to effectively screen employees and caregivers, including more than 80 "red flag" indicators for identifying high-risk applicants and hundreds of examples of high- and low-risk applicant responses.

- **PRAESIDIUM ACADEMY LEARN TO PROTECT SYSTEM**

Praesidium Academy overcomes the limitations of traditional online training by including, an Action Plan to help learners apply what they're learning, a Discussion Guide to be used in a group setting, and a Coaching Playbook for supervisors, with each course. Your staff and volunteers get just the right training — at just the right time! And our on-site instructor-led and train-the-trainer training is perfect for large groups or specialized content.

- **DISCOUNTED BACKGROUND SCREENING**

Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and your organization's reputation, financial stability and trust within the community. Praesidium offers several standard and customizable criminal background screening packages plus other a la carte background screening services.

Sign up for our

complimentary tip of the month emails by going to:

<http://bit.ly/2MQeLqq>

For more information go to: [selective.com/praesidium](http://selective.com/praesidium) — 800.743.6354 — [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com)

In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

**PRAESIDIUM**

---

**PROTECTING VULNERABLE POPULATIONS WITH TRAINING**

---

**PRAESIDIUM'S ACADEMY  
LEARN TO PROTECT SYSTEM**

The Praesidium Academy Learn to Protect System is far more than a check-the-box collection of e-learning courses. Instead, it is a comprehensive system based on learning theory and best practices in adult learning. It helps build and sustain a culture of safety in your organization, and it helps meet the training requirements included in Praesidium's Safety Equation®, a scientifically-based framework for preventing abuse in organizations.

At the core of the Praesidium Academy Learn to Protect System is a continually expanding library of engaging courses, each with clearly defined outcomes. In fact, volunteers, employees, and executives from a diverse range of organizations have completed more than one million Praesidium Academy courses! Courses include research-based content, highly interactive multimedia activities, application scenarios, and a content mastery quiz.

The Praesidium Academy Learn to Protect System includes supporting tools that enhance both the short and long term effectiveness of the training experience and produce sustainable changes in employee and volunteer behavior.

Praesidium Academy can also be streamlined with our background screening services to provide a one-stop solution for both training and your screening prevention efforts. These screening services are available at a discount to Selective Insureds.

**COMPLIMENTARY  
PRAESIDIUM ACADEMY  
ACCESS FOR  
SELECTIVE INSURED**

Selective Insurance has partnered with Praesidium to provide policyholders access to targeted solutions to help your organization strengthen its abuse prevention efforts.

Selective insureds can access (at no additional cost) Praesidium's Model Policies, the Praesidium Screening and Selection Toolkit, and online training. Insureds can also take advantage of discounted Background Screening.

Visit [selective.com/praesidium](http://selective.com/praesidium) to access your complimentary Praesidium resources.

<p>Action Plans are printed and used with the online course. Action Plans summarize the key learning points and prompt learners to take notes throughout the course. They provide a great reference after the course.</p>	<p>Coaching Playbooks provide supervisors a high-level summary of the course, including learning objectives and key learning points. The Coaching Playbooks give supervisors practical steps they can take to reinforce the learning.</p>	<p>Discussion Guides are developed for small group and classroom discussions. A facilitator is able to reinforce important content and remind learners of what they learned in the online course.</p>
---	---	---

For more information go to: [selective.com/praesidium](http://selective.com/praesidium) — 800.743.6354 — [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com) In order to receive this **EXCLUSIVE** benefit please identify yourself as a Selective Insurance agent or insured.

4.2

65

## SelectPac Property Extension

The following forms are included:

- CP 7628 SelectPac Property Extension Endorsement
- CP 7629 SelectPac Schedule (lists the coverages & limits in the above endorsement)

Coverage	Limit
Additional Property Covered:	
The cost of excavations, grading, backfilling or filling	Included in Bldg Limit
Foundations of buildings, structures, machinery or boilers	Included in Bldg Limit
Personal property while airborne or waterborne	Included in BPP Limit
Underground pipes, flues or drains	Included in Bldg Limit
Arson, Theft and Vandalism Rewards (not applicable in New York)	\$5,000
Back Up Of Sewer, Drain Or Sump - Direct Damage	\$50,000
Brands and Labels	Included in BPP Limit
Business Income/Extra Expense Related Additional Coverages (applicable if BI written):	
Back Up Of Sewer, Drain Or Sump - Business Income	\$50,000
Dependent Properties	\$50,000
Extended Period of Indemnity	180 Days
Extra Expense (applies if no Business Income - ALS coverage)	\$25,000
Newly Acquired Locations - Business Income	\$50,000
Utility Services - Time Element	\$25,000
Business Personal Property Seasonal Increase	10%
Change of Temperature and Humidity	Included
Claim Expenses	\$10,000
Consequential Loss to Stock	Included in Valuation
Deductible (waiver of multiple property deductibles)	Included
Deferred Payments	\$5,000
Fire Department Service Charge	\$5,000
Fire Extinguishing Equipment	\$10,000
Inland Marine Related Coverages:	
Accounts Receivable	\$25,000
Electronic Information Systems (aka Computer Equipment and Electronic Data)	\$25,000

4.2

66



## SelectPac Property Extension

Coverage	Limit
Fine Arts	\$10,000
Installation Property	\$25,000
Mobile Equipment	\$10,000
Personal Effects - Within the Coverage Territory	\$5,000 Per Person / \$25,000 Occurrence
Property in Transit - Within the Coverage Territory	\$25,000
Salesperson's Samples - Within the Coverage Territory	\$10,000
Tools and Equipment	\$10,000
Valuable Papers and Records	\$25,000
Lock Replacement	\$1,000
Marring and Scratching	Included
Newly Acquired or Constructed Property - Building Per Location	\$500,000
Newly Acquired or Constructed Property - Business Personal Property Per Location	\$250,000
Non-Owned Detached Trailers	\$5,000
Ordinance or Law Coverage:	
Coverage A - Undamaged Parts of a Building	Included in Bldg Limit
Coverage B - Demolition Cost	\$50,000
Coverage C - Increased Cost of Construction	\$50,000
Coverage D - Tenants' Improvements and Betterments	\$10,000
Outdoor Property	\$50,000
Outdoor Trees, Shrubs and Plants (\$2,500 any one item)	\$10,000
Personal Property At Unnamed Premises - Within the Coverage Territory	\$25,000
Personal Property of Others	Included in BPP Limit
Pollutant Clean-up and Removal	\$25,000
Premises Boundary Increased Distance	1,000 Feet
Replacement Cost Valuation for Personal Property of Others	Included
Selling Price Valuation	Included
Spoilage (formerly Refrigerated Property)	\$5,000
Tenant's Building Glass Liability	Included in BPP Limit
Theft Damage to Building	Included in BPP Limit

4.2

67



## SelectPac Property Extension

Coverage	Limit
Theft Limitation Amendments	
Patterns, Dies, Molds and Forms	Included in BPP Limit
Utility Service - Direct Damage	\$25,000
Voluntary Parting by Trick, Scheme or Device	Included

Confidential, unpublished property of Selective Insurance Company of America. Use and distribution limited solely to authorized personnel and appointed agents. Do not duplicate or distribute.

©2019 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at [selective.com/about/affiliated-insurers.aspx](http://selective.com/about/affiliated-insurers.aspx).

4.2

68

# COVERAGE SUMMARY

**SELECTIVE**  
BE UNIQUELY INSURED®

## Crime SelectPac Endorsement

Coverage	Limit
Crime SelectPac Endorsement CR 7914 [1]	
Employee Theft	\$25,000
ERISA Plan Official Dishonesty	\$25,000
Forgery Of Negotiable Instruments	\$25,000
Inside The Premises – Theft Of Money And Securities	\$25,000
Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$25,000
Outside The Premises	\$25,000
Computer And Funds Transfer Fraud	\$10,000

[1] When the SelectPac Property Extension Endorsement is purchased, the Crime SelectPac Endorsement is available under the Crime Coverage Part. The Crime SelectPac is not available if the SelectPac Property Extension Endorsement is not purchased.

Confidential, unpublished property of Selective Insurance Company of America. Use and distribution limited solely to authorized personnel and appointed agents. Do not duplicate or distribute.

©2022 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at [selective.com/about/affiliated-insurers.aspx](https://selective.com/about/affiliated-insurers.aspx).

## ElitePac® General Liability Extension Endorsement

The following forms/coverages are included:

- CG 73 00 (or CG 73 00NY, CG 73 00FL) ElitePac® General Liability Extension Endorsement
- CG 79 35 (or CG 79 35NY, CG 79 35FL) Product Recall Expense Coverage Endorsement - \$25,000 Limit
- \$15,000 Increased Limit for Medical Payments (N/A for the following Market Segments: Auto Services, Emergency Services, Governmental, Hotels, Resorts and Restaurants)

Coverage	Limit
Additional Insured – Primary and Non-Contributory Provision	Included
Blanket Additional Insureds – As Required By Contract	Included
Broad Form Vendors Coverage	Included
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	\$500,000 (Limit to be shown on Dec Page)
Electronic Data Liability	\$100,000
Employee Definition Amended	Included
Employees As Insureds Modified	Included
Employer’s Liability Exclusion Amended (N/A in NY)	Included
Incidental Malpractice Exclusion Modified (N/A for Social Service and Senior Living Market Segments)	Included
Knowledge of Occurrence, Claim, Suit or Loss	Included
Liberalization Clause	Included
Medical Payments Amendments	Included
Any Insured Amendment	Included
Products Amendment	Included
Mental Anguish Amendment (N/A in NY)	Included
Newly Formed or Acquired Organizations	Included
Non-Accumulation of Limits (N/A in NY or WI)	Included
Non-Owned Aircraft	Included
Non-Owned Watercraft (under 60 feet)	Included
Not-For-Profit Organization Members as Additional Insureds	Included
Personal and Advertising Injury – Discrimination Amendment (N/A in NY)	Included

## ElitePac® General Liability Extension Endorsement

Coverage	Limit
Supplementary Payments Amended	Included
Bail Bonds	\$5,000
Loss of Earnings	\$1,000
Unintentional Failure To Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery (subrogation)	Included

Confidential, unpublished property of Selective Insurance Company of America. Use and distribution limited solely to authorized personnel and appointed agents. Do not duplicate or distribute.

©2019 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at [selective.com/about/affiliated-insurers.aspx](http://selective.com/about/affiliated-insurers.aspx).

4.2

71



# COVERAGE SUMMARY

**SELECTIVE**  
BE UNIQUELY INSURED®

## ElitePac® Commercial Auto Extension Endorsement

The following forms are included:

- CA 7809NY ElitePac® Commercial Automobile Extension
- CA 7816NY Schedule ElitePac® Commercial Automobile Extension

Coverage	Limit
<b>Amendments To Section II – Liability Coverage</b>	
Newly Acquired Or Formed Organizations – qualify as named insured if majority owned with no similar insurance available	Included
Limited Liability Companies – members and managers are insureds while using an auto not owned or hired by named insured	Included
Employees As Insureds – while using an auto not owned or hired by named insured in named insured's business	Included
Blanket Additional Insureds	Included
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment – exclusion does not apply to volunteer workers not entitled to Workers Compensation coverage	Included
Fellow Employee Coverage – the exclusion is deleted	Included
Care, Custody Or Control Amendment – exclusion does not apply to property owned by anyone other than an insured	\$1,000 limit Per "Accident"; \$500 Deductible Per "Accident"
<b>Amendments To Section III – Physical Damage Coverage</b>	
Towing And Labor	
Private Passenger Auto, Social Service Van or Bus, Light Truck, or any Commercial Auto With GVW or GCW Greater Than 10,000 Pounds	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible – waived when glass is repaired	Included
Additional Transportation Expenses	\$60 Per Day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 Per "Loss"
Coverage	Limit
<b>Amendments To Section III – Physical Damage Coverage, Continued</b>	

4/2

72

# COVERAGE SUMMARY



## ElitePac<sup>®</sup> Commercial Auto Extension Endorsement

Hired Auto Loss of Use Coverage – for expenses named insured is legally responsible to pay for loss of use of covered auto	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (N/A in New York)	Unpaid amount due on lease or loan, with exceptions
Personal Effects Coverage – for covered personal items in a covered auto at time of theft, no deductible applies	\$500 Per "Accident"
Airbag Coverage	Included
Expanded Audio, Visual, and Data Electronic Equipment Coverage - \$50 deductible applies	Included
Comprehensive Deductible – Location Tracking Device – maximum \$50 applies if tracking device aided in recovery of the auto	Included
Physical Damage Limit Of Insurance – removes restriction related to betterment and sublimit of \$1,000 for electronic equipment	Included
Green Automobile Replacement Coverage	Included
<b>Amendments To Section IV – Business Auto Conditions</b>	
Duties In Event of Accident, Claim, Suit or Loss – this condition does not apply unless certain persons have knowledge of the accident, claim, suit or loss	Included
Waiver of Subrogation – blanket waiver when liability has been assumed under an insured contract	Included
Multiple Deductibles – if two or more covered autos involved in loss, only the highest applicable deductible applies	Included
Concealment, Misrepresentation or Fraud – coverage not denied if named insured unintentionally fails to disclose existing hazard	Included
Policy Period, Coverage Territory – covers any type of covered auto hired without a driver for 30 days or less anywhere in the world	Included
Two or More Coverage Forms or Policies Issued By Us – Deductibles - only the highest applicable deductible will apply subject to a minimum deductible of \$50, a minimum \$100 Collision deductible applies to private passenger autos.	Included
<b>Amendments To Section V – Definitions</b>	
Bodily Injury Including Mental Anguish (N/A in New York)	Definition

Confidential, unpublished property of Selective Insurance Company of America. Use and distribution limited solely to authorized personnel and appointed agents. Do not duplicate or distribute.

©2022 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at [selective.com/about/affiliated-insurers.aspx](http://selective.com/about/affiliated-insurers.aspx).

4.2

13

# SELECTIVE

BE UNIQUELY INSURED<sup>SM</sup>

Quotation of Commercial Insurance

**Prepared for:**

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC  
99 MED TECH DR  
BATAVIA, NY 140209712

TOMPKINS   
Insurance Agencies

**Presented By:**

TOMPKINS INSURANCE AGENCIES, INC.  
90 MAIN STREET  
BATAVIA, NEW YORK 14020

Proposal Print Date: 11/27/2023

4.2

74

# SELECTIVE

BE UNIQUELY INSURED<sup>SM</sup>

Quotation of Commercial Insurance  
Lessors Risk  
Renewal

**Prepared for:**  
GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC  
99 MED TECH DR  
BATAVIA, NY 140209712

**TOMPKINS**   
Insurance Agencies

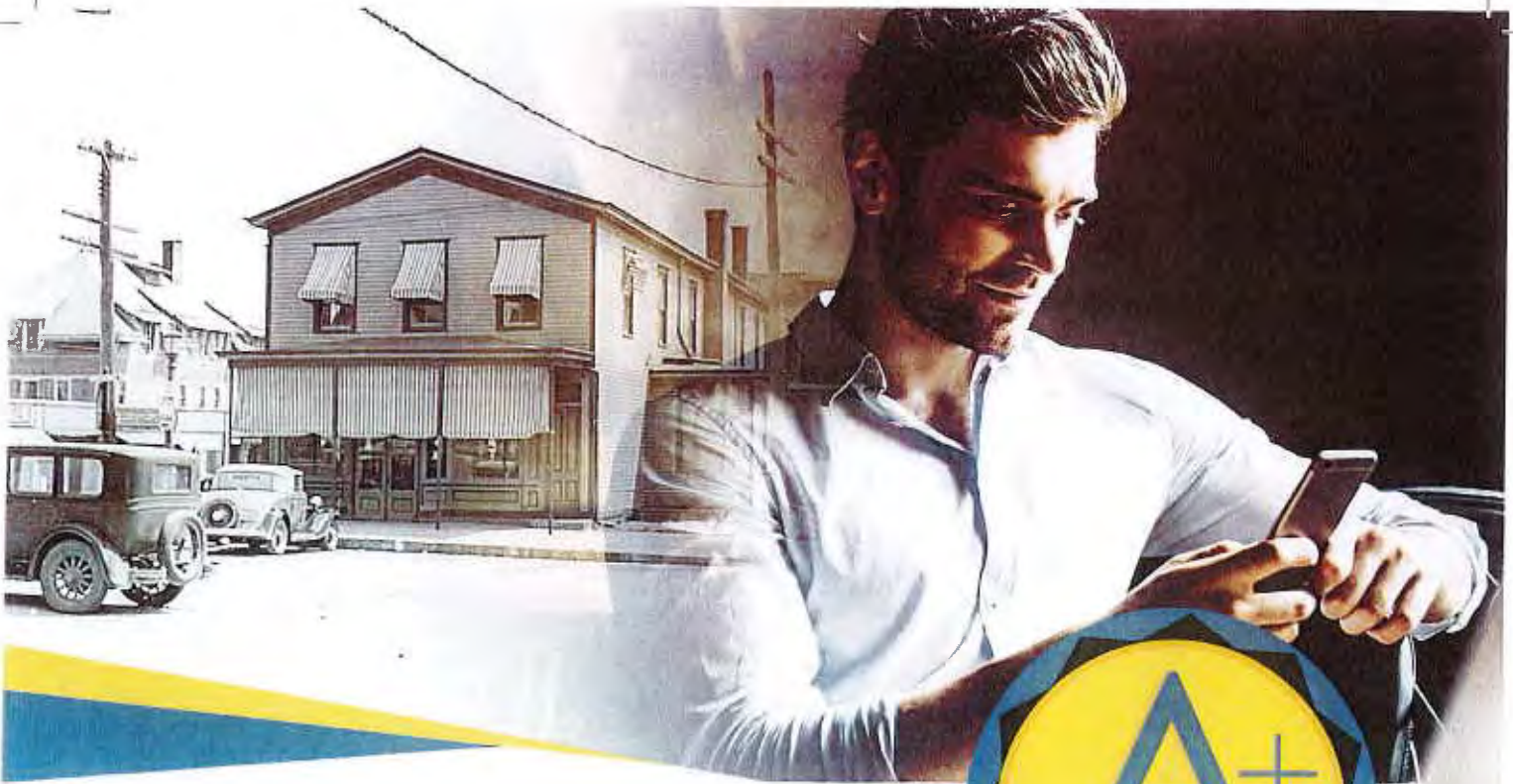
**Presented By:**  
TOMPKINS INSURANCE AGENCIES, INC.  
90 MAIN STREET  
BATAVIA, NEW YORK 14020

Proposal Print Date: 11/27/2023  
Underwritten By:  
Selective Ins Co of America



The following quotation of insurance has been developed for the above captioned risk.  
IT IS AGREED AND UNDERSTOOD NO COVERAGE HAS BEEN BOUND.

This quotation will expire after ( 30 ) days Or the effective date of requested coverages unless otherwise notified.



# PROVIDING UNIQUE INSURANCE SOLUTIONS SINCE 1926

Since its founding, Selective has built a reputation for providing unique insurance solutions backed by outstanding customer service. This reputation has recently been rewarded with an "A+" (Superior) Rating from AM Best, with an "A" or better for more than 9 decades.

Today, **Selective Insurance Group, Inc.** is a holding company for 10 property and casualty insurance companies that partner with independent agents to offer standard and specialty insurance for commercial and personal risks. Selective invites its customers to Be Uniquely Insured in partnership with independent agents, who together deliver a best-in-class customer experience.

Headquartered in Branchville, New Jersey since 1926, Selective employs a diverse workforce of more than 2,300 engaged professionals. As the 39th largest U.S. property & casualty group in 2021 (per AM Best), Selective is a super-regional insurance carrier with Commercial Lines in 27 states, Personal Lines in 15 states, Excess & Surplus Lines in 50 states, while being the 4th largest "Write Your Own" insurance carrier in the National Flood Insurance Program.

Selective's unique position as both a leading insurance group and an employer of choice is recognized in a wide variety of awards and honors, including a listing in the Fortune 1000 and being named one of the Best Workplaces in Financial Services & Insurance™ in 2021 by Great Place to Work® and Forbes.

**SELECTIVE**  
BE UNIQUELY INSURED®

© 2022 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at [selective.com/about/affiliated-insurers.aspx](https://selective.com/about/affiliated-insurers.aspx). SI-22-01

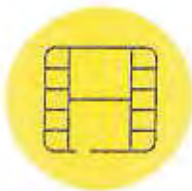
-14.2

775

**SELECTIVE**  
BE UNIQUELY INSURED®

# Safety Management Starts Here

Here's what we can do for you:



## SafetyNow Workplace Safety Training

Teach your employees to implement safety procedures that keep them safe around the clock with expertly-crafted videos, handouts, and checklists.



## Digital Services to Support Your Business

We offer a suite of online, self-service resources, including industry-specific safety programs and training to help you create a safer environment for your workers.



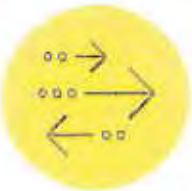
## ClickSafety Online Compliance Training

Get discounts on over 300 OSHA-compliant online safety courses, ranging from 10- to 30-hours.



## TuMeke Ergonomics

TuMeke's comprehensive app helps you automatically diagnose and track actions that may lead to ergonomic issues in real-time.



## Ergonomics Assessment

Evaluate how you can create a more comfortable working environment for your employees with an interactive online assessment.



Watch how Safety Management makes a difference

[Watch Now](#)





# WHAT YOU CAN EXPECT AS A SELECTIVE CUSTOMER

## Prior To Policy Issued

Our trusted independent agents will work closely with you to customize insurance protection that meets your unique needs.

## As A Selective Customer

When you choose to Be Uniquely Insured, you get more than just a policy. You can rely on us to be there for you before, during, and after a claim. We even offer a broad range of value-added services that further enhance your experience.



## EXCEPTIONAL SERVICE



### Unique Policy Add-Ons

Ask your agent about enhancements for your policy. Add our flood insurance and umbrella insurance for even more protection.



### "A+" Superior Rating

Selective has been rewarded with an "A" (Excellent) or better Rating from AM Best for over 90 years.



### Flexible Payment Options

We offer various flexible payment plans, and multiple ways to pay. Receive billing reminders via email or text.



### Be In The Know

Stay current with proactive auto and product recalls, customized weather alerts, billing reminders, claims notifications, and more.

## VALUE BEYOND COVERAGE



### Safety Management

Our Safety Management team can help you address your industry-specific risks with expertly-crafted resources like safety programs, training, and more.



### NT24

Manage Workers Compensation claims expenses and return-to-work initiatives with a 24/7 nurse hotline.



### Praesidium

Create a safer environment for customers and employees with the help of expert abuse or molestation prevention resources.



### Security Mentor

Teach employees to protect valuable online business data with interactive security training courses.

## INSURANCE AT YOUR CONVENIENCE



### MySelective Online Account

Manage your insurance account your way with online features like paperless billing and policy, quick auto ID card access, claims reporting, and more.



### Award-Winning Mobile App

Our MySelective app has received numerous awards and has a 4.6/5 app store rating.

LEARN MORE  
ABOUT SELECTIVE!  
[selective.com](https://selective.com)



**SELECTIVE**  
BE UNIQUELY INSURED®

f | @ | in | t | v  
selective insurance



Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365611

Policy Period: 01/01/24 to 01/01/25

**Table Of Contents**

	<u>Page #</u>
Premium Summary.....	8
Location Schedule.....	9
Worker's Compensation.....	10
Billing Information.....	11
Terrorism (Certified Acts) Information.....	12
WC000422C 0121.....	Appendix I
WC000421E 0121.....	Appendix II

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

80

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365611

Policy Period: 01/01/24 to 01/01/25

**Premium Summary**

<u>Coverage</u>	<u>Premium</u>
Worker's Compensation	\$3,500.00
<b>Total Premium</b>	<b>\$3,500.00</b>

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

81

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365611

Policy Period: 01/01/24 to 01/01/25

**Policy Location Schedule**

<u>Loc#</u>	<u>Bldg#</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
001	001	99 MED TECH DR	BATAVIA	NY	14020

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

82

# SELECTIVE

BE UNIQUELY INSURED™

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365611

Policy Period: 01/01/24 to 01/01/25

## Workers Comp

### Employers Liability

#### Limit

BI by Accident 100,000 each accident

BI by Disease 100,000 each employee

BI by Disease 500,000 policy limit

Number of Employees: 10

### NY - NEW YORK

Experience Mod

.97

#### Location - 001/001

Class Code - 8809 (Manual Rate = 0.22)

EXECUTIVE OFFICERS NOC (00)

Class Code - 8810 (Manual Rate = 0.15)

CLERICAL OFFICE EMPLOYEES NOC (01)

Class Code - 9026 (Manual Rate = 5.05)

BUILDING OPERATION - COMMERCIAL (00)

Class Code - 8742 (Manual Rate = 0.32)

SALESPERSONS, COLLECTORS OR MESSENGERS - OUTSIDE (01)

#### Premium Basis

295,000

53,000

30,000

150,000

#### Premium

Total Estimated Standard Premium

\$2,774.00

Expense Constant

\$200.00

NY Assessment

\$283.00

Terrorism

\$222.00

Catastrophe

\$21.00

#### Credit/ Debit Factors Applied (incl in total Est. Std. Prem)

Schedule Rating Modification

\$132.00

NY Workers Compensation Estimated Annual Premium

\$3,500.00

**Total Workers Compensation Estimated Annual Premium**

**\$3,500.00**

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.



Selective understands you have unique insurance needs. Working with your agent, based on eligibility you can select from our various premium installment plans to meet your needs. Your options may include:

- **1-Pay:** Due in full at policy inception
- **Quarterly:** Four equal installments due quarterly with the first installment due at policy inception
- **10-Even Pay:** Ten equal installments due monthly with the first installment due at policy inception
- **12-Even Pay\*:** Twelve equal installments due monthly with the first installment due at policy inception  
*(\*Only offered for enrolled customers on Auto Recurring with ACH/bank account payment method. Customers who chose to alter their payment method to other than Auto Recurring with ACH/Bank account will be moved to the 10-Even Pay plan upon renewal)*

**Note:** Policies on the same billing account may have different payment plans. Installment fees may apply.

### Manage Your Account Your Way with MySelective

Register for MySelective to manage your insurance account with unique features like instant certificates of insurance, online claims reporting, paperless policy and billing, and more.

There are two ways to get started:

1. **Online**
  - Visit [Selective.com](http://Selective.com)
  - Click Login and then select Customers > Business & Individual Customers
  - Click Create an Account
    - Activate your account using your email, mobile phone, or policy number
2. **Mobile App**
  - Visit the Apple App Store® or the Google Play™ store and search for 'MySelective'
  - Download and open the app
  - Select Create an Account

Activate your account using your email, mobile phone, or policy number.

### PaySync® Flexible Payment Program

Get the cash flow flexibility you need with PaySync for your eligible Selective Workers Compensation (WC) and Commercial Package Policy (CPP) – no down payments or special underwriting guidelines apply.

- PaySync for WC – pay your premium installments based on your payroll
- PaySync CPP – choose to have your premiums broken into 12, 24, 26, or 52 payments

You'll need to submit your payroll information to Selective each pay cycle to maintain PaySync WC eligibility. You can also have a third party, such as an accountant or payroll processor, submit your payroll on your behalf.

Visit [Selective.com/PaySync](http://Selective.com/PaySync) or contact your agent to discover more PaySync benefits.

Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365611

Policy Period: 01/01/24 to 01/01/25

**Terrorism (Certified Acts) Information**

Refer to attached

**YOUR POLICY INCLUDES TERRORISM COVERAGE FOR AN ADDITIONAL PREMIUM OF:  
TERRORISM - CERTIFIED ACTS: \$222.00**

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

4.2

85

**WC 00 04 22C**  
**TERRORISM RISK INSURANCE PROGRAM**  
**REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M., standard time, forms a part of

(DATE)

Policy No. \_\_\_\_\_ Endorsement No. \_\_\_\_\_ Premium (if any) \$ \_\_\_\_\_

of the

(NAME OF INSURANCE COMPANY)

issued to

\_\_\_\_\_  
Authorized Representative

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding **Item 1** above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in **Item 4** of the Information Page or in the Schedule below.

**Schedule**

**State**

**Rate**

**Premium**



# WC 00 04 21E CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M., standard time, forms a part of  
(DATE)

Policy No. \_\_\_\_\_ Endorsement No. \_\_\_\_\_ Premium (if any) \$ \_\_\_\_\_

of the

(NAME OF INSURANCE COMPANY)

issued to

\_\_\_\_\_  
Authorized Representative

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (Other Than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in **Item 4** of the Information Page or in the Schedule below.

### Schedule

State	Rate	Premium
-------	------	---------

**Survey for sale of parcel 13.-1-63.1 at Apple Tree Acres Corporate Park**

**Discussion:** The GCEDC asked four companies for bids to survey the following:

1. Subdivision boundary survey map which includes the following:
  - a. A metes and bounds legal description for parcel 13.-1-63.1 as highlighted on the attached map to exclude portion listed in item b below.
  - b. A metes and bounds legal description for a proposed future roadway of approximately 68 feet in width extending from the end of parcel 13.-1-61.12 out to Route 19.

The survey will be used to identify property that will be purchased by a company to construct a new manufacturing facility.

The results of the bids are as follows:

1. Bid of \$8,420 – Frandina Engineering and Land Surveying
2. Bid of \$3,500 - Welch & O'Donoghue
3. Townsend & Lamendola declined to bid
4. Sideki Engineering declined to bid

**Fund Commitment:** Not to exceed \$3,500 to Welch & O'Donoghue for Apple Tree Acres Corporate Park survey work.

**Board Action Request:** Approval of survey contract for Apple Tree Acres.



## SURVEY PROPOSAL

November 21, 2023

Mark A. Masse, CPA  
Senior Vice President of Operations  
Genesee County Economic Development Center  
99 MedTech Drive, Suite 106  
Batavia, NY 14020

**RE: Land Survey Quote**  
**Apple Tree Acres**  
**Bergen, NY**

Dear Mark,

Our quote is \$8420 for the following:

Boundary survey of Parcel 13.-1-63.1 in the Town of Bergen, approximately 50.4 acres

- a) Metes and bounds legal description of the parcel, excluding item b below
- b) Metes and bounds legal description for a proposed future roadway of approximately 68 feet in width extending from the end of parcel 13.-1-61.12 out to Route 19.

If the corners need to be staked out, that will require another field trip after the maps are completed for an additional fee of \$1500.

Our quotes assume:

- NYS Prevailing wage rates good until June 30, 2024
- No snow cover

### BOUNDARY SURVEY

- Deeds, easements and existing surveys to be provided **PRIOR** to our field work.
  - Owner or client to provide current deed with legal description
  - We do not do title searches, deed or easement searches
  - If easements are to be plotted, a title report must be provided **PRIOR** to our field work.
- Stakeout of corners is not included
  - Corners can be staked out for an additional fee of \$1500
- Stakeout of side lot lines is not included
- Standard boundary survey
  - Not an ALTA survey
  - Not a topographic survey



**FRANDINA ENGINEERING AND LAND SURVEYING, PC**  
CIVIL ENGINEERS AND LAND SURVEYORS  
*NYS Certified WBE and DBE Firm*

1701 HERTEL AVENUE  
BUFFALO, NEW YORK 14216  
716.883.1299  
[www.FRANDINA.com](http://www.FRANDINA.com)

- No utility locating
- No zoning review
- No flood plain review
- No permitting or submission to municipal authorities
- Digitally stamped PDF and 4 stamped prints will be provided, no mylars

ACCESS

- It is presumed the owner has approved the right of entry for this survey.
- Please indicate if any special permission or access is needed.

Thank you for requesting this quote from us and please let us know the outcome.

Very Truly yours,

Rosanne Frandina, PE, LS  
President/CEO

CC: Proposals





Welch & O'Donoghue

**Land Surveyors, P.C.**

P.O. Box 297, 2077 Lakeville Road

Avon, New York 14414

Ph. (585) 226--2990

Fax 343-5810

Email - [wosurvey@rochester.rr.com](mailto:wosurvey@rochester.rr.com)

November 29, 2023

Genesee County Economic Development Center

99 MedTech Drive Suite 106

Batavia, NY 14020

Attn: Mark Masse

Re: Request for Professional Survey Services for a Subdivision Boundary Survey Map of vacant land located at S Lake Road (Route 19), Bergen, NY, to subdivide Genesee County Tax Parcel 13.-1-63.1 into two parcels for a future roadway.

Dear Mark,

Per an email I received on November 14, 2023, I am providing this proposal. Based on a review of the information provided for this site I have the following proposal.

The cost to prepare the subdivision map of this site would be \$3,500.00.

I would need 6 weeks to complete the project from the time of receiving notice to proceed.

If you have any questions or would like to discuss the details of the scope of the project, please contact me. The best number to reach me is my cell 585-455-0581.

Sincerely,

*Kevin M. O'Donoghue*

Kevin M. O'Donoghue, L.S.

Approved By:

Date:

GCEDC

Jim Krencik, Marketing & Communications Director

Board Meeting Report

December 7, 2023

**E3communications GCEDC Public Relations and Social Media Services Contract**

**Discussion:** e3communications, a professional media and public relations firm/consultant, has submitted a proposal for 2024 services related to public relations and social media marketing for the Genesee County Economic Development Center (GCEDC).

In 2023, e3communications supported GCEDC staff with GCEDC planning, sales and marketing, and government/stakeholder relations. 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 2024 GCEDC Marketing - Operations budget for the full contract.

**Board Action Request:** Approval of a contract for service for the Jan. 1, 2024 to Dec. 31, 2024 period at \$24,000 per year.



November 30, 2023

Mr. Steve Hyde  
President and CEO  
Genesee County Economic Development Center  
99 MedTech Drive, Suite 106  
Batavia, NY 14020

**RE: 2024 Agreement for Public Relations and Social Media Services**

Dear Steve:

We appreciate the opportunity to continue providing public relations and social media services on behalf of the Genesee County Economic Development Center (GCEDC) in 2024.

The proposed scope of services that would be provided to the GCEDC include:

- Providing strategic public relations counsel regarding organizational messaging as issues develop; this would include participating in planning meetings and various other communications with staff e.g. conference calls, emails, etc.
- The writing and review of various materials, including press releases, statements, media alerts, letters, opinion pieces and other materials as determined necessary.
- Acting as a liaison with media outlets in following up on the distribution of press releases and other materials; the facilitation of interview requests by reporters as well as editorial board meetings, pitching news editors for stories about organizational initiatives.
- Assisting in the coordination and execution of special events such as news conferences, media briefings, etc. This would include developing a program/agenda, writing of scripts, invitations, logistics and other tactics.
- Developing/creating monthly content for sales and marketing content and social media channels, including shooting and editing video content.
- Monitoring and tracking and distributing relevant news articles and placements and provide monthly report on public relations activities.





All work conducted by e3communications for the Genesee County Economic Development Center in 2024 will be budgeted at \$24,000 (monthly fee of \$2,000). There is no cap on the number of hours rendered on a monthly basis. A description of the services will be provided in each invoice for the work conducted in that month. **All terms are 30 days payment.**

The terms outlined in this agreement shall remain in effect from January 1, 2024 until December 31, 2024 or until modified or terminated by either party upon thirty (30) days written or verbal notice.

e3communications pledges its confidentiality to the Genesee County Economic Development Center for all work e3communications performs on behalf of the Genesee County Economic Development Center.

If you are in agreement with the terms and conditions outlined above please indicate by signing below. Thank you again for the opportunity to work on behalf of the Genesee County Economic Development Center.

Sincerely,

e3communications

A handwritten signature in black ink that reads "Earl V. Wells III".

Earl V. Wells III  
President

For the Genesee County Economic Development Center

---

Steve Hyde  
President and CEO

GCEDC

Jim Krencik, Marketing and Communications Director

Board Meeting Report

December 7, 2023

**Greater Rochester Enterprise (GRE) – GCEDC Support**

Greater Rochester Enterprise 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 project due diligence and project implementation, as with Edwards Genesee. GRE's support also enabled the FAST NY program's legislative approval, STAMP's successful FAST NY application, and the designation of our region as a Federal Tech Hub.

**Board Request:** An investment renewal of \$52,000 to Greater Rochester Enterprise for the 2024 calendar year. This expenditure is covered by available funds in the 2024 GCEDC budget and is at the same cost as in 2023.

GCEDC

Jim Krencik, Marketing and Communications Director

Board Meeting Report

December 7, 2023

**Invest Buffalo Niagara (InBN) – GCEDC Support**

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 Invest Buffalo Niagara’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 regional connections that further project due diligence and project implementation, as with Edwards Genesee. InBN’s support also enabled the FAST NY program’s legislative approval, STAMP’s successful FAST NY application, and the designation of our region as a Federal Tech Hub.

**Board Request:** An investment renewal of \$25,000 to Invest Buffalo Niagara for the 2024 calendar year. This expenditure is covered by available funds in the 2024 GCEDC budget and is at the same cost as in 2023.

GCEDC

Jim Krencik, Marketing & Communications Director

Board Meeting Report

December 7, 2023

**360 PSG Contract**

**Discussion:** The GCEDC is requesting additional services related to the development and launch of a new GCEDC website. A contract with 360 PSG was previously approved by the board at a cost of \$8,050.

In addition to anticipated design tasks, quality assurance checks, launching, project management time, domain transfer and accessibility starter packages, for the final implementation of the project it is necessary to include a pair of one-time costs related to additional pages for the website and content management system.

**Additional Pages:** \$110/hour at an estimated 9 hours (\$990 increase in budget)

**Content Management System Training:** \$110/hour at an estimated time of 1.5 hours (\$165 increase in budget)

Please see the attached memo.

**Funding Commitment:** This expenditure would be covered by unexpended funds in the 2023 marketing budget.

**Board Action Request:** Approval of a contract not to exceed \$1,500 to 360 PSG.





# THREE **SIXTY**

## Theme Website Redesign Scope Addition Proposal

**To:**

Jim Krencik  
Genesee County Economic Development Center  
jkrencik@gcedc.com

**Prepared by:**

Jason Cornwall  
Account Manager  
ThreeSixty  
jcornwall@360psg.com  
716-829-7373 x206

# Summary

Budget for additional website design requirements.

# Budget

Name	Quantity	Price	Total
<b>Website Design Services</b>			
Creative Services Creation and population of ~15 additional content pages beyond the original scope as part of the website design project.	9	\$110 / hour	\$990
CMS Training UserWay accessibility tools and annual accessibility review.	1.5	\$110 / hour	\$165
			<b>Total \$1,155</b>

Payment Terms: To be invoiced monthly as time is spent on these tasks as part of the website design project. **\$1,155**

## Rate Card / Time & Materials

All services will be rendered on a time and materials basis. Unused time that has been paid for does not expire and may be used for future website hourly service updates.

### Hourly Service Rate Card

<b>Creative Services</b> (Content, Web and Graphic Design, Creative Consultation, Writing)	\$110/hr
<b>Technical Services</b> (Custom Development, Programming, Engineering and Consultation)	\$150/hr
<b>Marketing Services</b> (SEO, Marketing, Ad Management)	\$120/hr
<b>Professional Services</b> (Project Management, Quality Assurance)	\$85/hr

*All service is billed in 15 minute increments*

## Uniquely Qualified

360 PSG prides itself on being able to offer a powerful solution with some key qualifications that set us apart from alternative solutions.

- **Product & Service Superiority:** 360 PSG has won a Top 3 ranking from Business First comparing all digital marketing and web agencies in the region for over 10 consecutive years.
- **Customized to Your Needs:** Our solutions are not one-size-fits-all; all lead generation tactics are custom tailored to your specific operations and business objectives
- **Pricing:** Our prices reflect a significant discount on regular agency rates that are already built specifically for small business owners looking for measurable performance results
- **Technical Alignment:** 360 PSG has the capability to build and deploy ANY solution related to the web and

mobile requirements of your business. We do not require you change your operations or processes to fit our solutions

- **Industry Expertise:** We have worked with almost 2,500 companies over the last 15+ years, our understanding of the driving factors to meet business results is unparalleled in the market.

## Corporate Overview

### Skill Set & Capabilities

360 PSG employs a full range of in-house experts that provide business consultation, lead generation strategic development, graphic and design execution, hand-holding project management personnel, and programming gurus. If it can be done on a mobile device or the internet, 360 has the resources within to deliver and support your entire array of needs as they grow and evolve with your business.

### Experience; Your Team

Our leadership team has a combined 100+ years of web-based lead generation and digital marketing solution development experience.

During this project scope, you will work directly with your personal project manager **Jordan Wolf** who will work with your team for the duration of this solution. Reporting directly to **Daniel Fritz**, the company's director of operations, your project will be managed across each department to insure a smooth, timely delivery that meets the objectives & schedule outlined.

### Accomplishments & Recognition (visit <http://www.360psg.com/awards> for more)

2016 Technology Company of the Year

Top 3 Web Service Company for 10+ years

as ranked by the Business Journal Newspaper

Top 50 Fastest Growing Companies for 5+ years

[Winner of 2019 Regional Business Ethics Award](#)

4.6 Stars out of 5 on Google Reviews by our Clients



# Signature & Acceptance

This document is considered proprietary and confidential and is intended to be used only by 360 PSG and Genesee County Economic Development Center or their designated agents to potentially engage in services to be provided by 360 PSG. This document should be kept in confidence and only used internally by both parties strictly for the purposes of potentially doing business together. This document should be returned to 360 PSG, deleted, or destroyed should Genesee County Economic Development Center decide not to move forward with the proposal within 30 days of receipt.

This agreement may be executed digitally using the online acceptance tools provided with this proposal or it may be printed and executed via signature offline. The pricing quoted is valid until December 29, 2023 unless otherwise noted within and any delivery schedules are based on an acceptance of the proposal within 3 business days of December 01, 2023.

This proposal includes a recurring package with a monthly fee, possible minimum term and possible setup charges as outlined in the budget. Any applicable setup fees are invoiced (with the first months package fee) immediately upon acceptance and must be paid prior to the kick off and planning of the project. Subsequent months of service are invoiced one month prior to the intended month of service and must be paid prior to the start of the service month to avoid disruption to service. A credit card can be applied to the account to automate monthly payments and avoid interruption in service. All minimum terms agreed to must be met as per the terms & conditions of this agreement.

Project delivery schedules vary based on size and scope of work. Projects usually kick off within 7 business days of agreement or receipt of any initial deposit/invoice requirements. Actual delivery time may be based on changes to the scope, start date delays, non-receipt of required Company materials, approvals, or revisions sent in a timely manner, failures to communicate or respond to requests/needs, account balance accrual, or any other element outside the direct control of 360 PSG. At no time does the delivery schedule of the scope of work effect the payment schedule defined in the budget unless specifically agreed to by 360 PSG on a case-by-case basis.

## Signature of Acceptance

By signing below and/or accepting the digitally agreement online, Genesee County Economic Development Center accepts and is bound by the terms and conditions of this agreement as stated within this document.

Date of Proposal : December 01, 2023

**Company:**

Genesee County Economic Development Center  
99 MedTech Drive  
Batavia, NY 14020  
United States

---

Authorized Company Signator  
Date of Acceptance : N/A



# Our Capabilities

Unlike many companies in our field, 360 PSG focuses 100% of our time and resources on maximizing your digital presence. Since the company formed in 2005 we have spent every effort on becoming the experts in these web and digital fields. While our team has all the creative capability to create logos and brochures and others on the team could repair servers with the best of them, our core competencies are reflected in the following capability summary so that if you ever have a question on any of the following needs you can rest assured that 360 PSG is your first stop for dedicated and experienced team members in the following key service offerings:



## MODERN RESPONSIVE WEB DESIGN

We employ specialists that stay on top of the most modern trends in website design. These team members study the progression of web browser enhancements, customer expectations and global trends that improve the visitor experience across every type of internet enabled device.



## SITE PERFORMANCE AND RANKING OPTIMIZATION

Our dedicated team of ranking, traffic and conversion specialists can work with your website to improve its lead generation and search engine rankings using the latest techniques and best practices that major search engines find appealing. When you want to make the most out of your existing traffic and drive in more visitors, we are here.



## SOCIAL MEDIA MARKETING

The hottest trends in digital marketing are revolving around advertising on all the major social media networks like Facebook, Twitter and more. Our in-house ad specialists work with you to craft target audiences and deliver your marketing messages directly to the prospects most likely to buy from you.



## SOCIAL MEDIA MANAGEMENT

In today's world of social engagement and building trust, social media business profiles are one of the top ways you can connect with prospects, referrals, and potential customers. Our team can make all your business social profiles look alive and thriving by crafting and sharing new content and engaging in social conversions.



## GOOGLE & BING PPC AD MANAGEMENT

When people search for your products and services on Google/Bing you want to be driving them to your site. Our digital ad management team uses paid-click marketing techniques to drive prospects to you while working within your budget.



## ONLINE COMMERCE & SHOPPING SOLUTIONS

When it's time to sell products, collect donations, or simply have your service customers quickly pay their bills online... our commerce solutions are built right into the sites we create so that you can take orders online with fully integrated credit card processing and order management.



## SOCIAL MEDIA BUILDING & CONTEST PROMOTIONS

Getting people to like your page or follow your tweets can be challenging. Our social team has programs to build deeper engagement, encourage existing connections to refer more people, and create buzz around building up your social media following. When you draw people to your pages with promotions, you keep the connected.



## ORIGINAL ONLINE CONTENT COPY WRITING

Unless you employ writers with time to spare, your online brand could probably use some professional writers that know how web content works. By interviewing your key team members and applying decades of experience, we can draft the right words for the right pages to attract and retain visitors on your website.



## EMAIL ACCOUNTS & DOMAIN NAME MANAGEMENT

Our engineering team handles thousands of email accounts and thousands more domain name registrations every year. Our email solutions work on every platform from Outlook to your mobile phone. From one email account to a thousand, one web address or a hundred; our engineers have got your back in support and service.



## MOBILE APPLICATION DESIGN

It's not for everyone, but if your business calls for a native mobile "app" that can be downloaded on Apple or Android devices, we should be your first call. From simple applications that allow visitors to connect with your, to powerful tools that interact and interface with your web databases, mobile applications connect you to their phones.



## CUSTOM WEB PROGRAMMING

Every business is unique and you may need to step outside the common uses for a standard website. Our in-house programming team can help built great new features that are unique to your business while being seamlessly integrated into your visitors experience online; all mixed in with the powerful tools we already have available.

# Terms & Conditions

## SERVICES

Services will include those outlined and selected items in the budget & fees section within this proposal.

## COMPENSATION

Compensation is reflected in the pricing breakdown above. Unless otherwise noted, the totals reflected in this agreement are binding in full. Optional items will be included if selected at the time of acceptance by including them in the scope/fees section.

## RELATIONSHIP OF PARTIES

1. 360 PSG, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. 360 PSG shall be solely responsible for and shall hold Company harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workmen's compensation.
2. No Agency. Company does not undertake by this Agreement or otherwise to perform any obligation of 360 PSG, whether by regulation or contract. In no way is 360 PSG to be construed as the agent or to be acting as the agent of Company in any respect, any other provisions of this Agreement notwithstanding.

## INTELLECTUAL PROPERTY RIGHTS

1. Company will own all graphic design, site text content, images, and media files added, created, or uploaded specifically for the use on the individual website by or for this specific project.
2. 360 PSG will own the software/code rights related to the Fission Web System or CMS tool.
3. Company has a license to use, manage, and publish web content using the software indicated in the Scope of Work while their account is active and in good standing.
4. Any and All Software used to render the website and/or perform the services of delivering the website content in its final format to the world will remain the sole property of 360 PSG.
5. If used, the 360 PSG Fission Framework or other such application development system will remain the sole property of 360 PSG. A single usage license (not related to the ability to access source code, database structures, FTP, or other such materials used to power and operate the system) is hereby granted for the website while engaged with 360 PSG ongoing monthly support services.

## TIMELY DELIVERY

1. 360 PSG shall deliver the work in the Scope of Work, to Company and its clients, in a timely manner without unreasonable delay if such delays are not the result of Company obligations.
2. Company agrees that delivery of the work shall be extended by any delay by Company to perform any required actions in a timely manner, provided that 360 PSG has promptly notified Company of any such delay and the consequences of such delay and 360 PSG has endeavored in good faith to minimize the consequences of such delay. Notice of delay may be presented in electronic email format.



## JURISDICTION / DISPUTES

This Agreement shall be governed in accordance with the laws of the State of New York. All disputes under this Agreement shall be resolved by litigation or arbitration in the State of New York (by sole decision of 360 PSG) including the federal courts therein and the Parties all consent to the jurisdiction of such authorities, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

## WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

## SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

## COMPENSATION

1. The compensation stated within this agreement constitutes the fees associated specifically with the scope of work outlined within. Any and all adjustments, however trivial, to the service, requirements, and desires of the Company may be subject to Out of Scope fees as determined by 360 PSG.
2. Out of Scope Service Fees
  1. All services outside the scope of work will be billed at standard hourly rates
  2. All service fees have a minimum billable time of one quarter hour (15 min) for each request made in a single additional scope of work.
3. Out of Scope approvals for work may be accepted at 360 PSG's sole discretion via email, signed agreement, online software tool, or other such retainable request format. 360 PSG, at it's sole discretion on a case-by-case basis may accept verbal (phone), text message, or in-person discussion as an acceptance of work. Approval of Out of Scope work (either by 360 PSG's acceptance verbally or in written form) is considered acceptance of any such fees associated with it. Barring any other form of historical record of authorization, payment by Company of an Out of Scope request is deemed automatic and definitive acceptance of the fees associated with the authorization of said request. 360 PSG is not responsible for Company's internal policies related to authorization of requests at/for 360 PSG unless 360 PSG is provided with, prior to the request being made, a specific list of people that can or cannot make such requests on behalf of the company.
4. Delivery dates for the Scope of Work are not reflective of the payment schedule required per this agreement and as such are treated independent of each other. Adjustments to the payment schedule that differ from this agreement are solely at the discretion of 360 PSG. At no time, unless agreed upon in writing by 360 PSG, shall any work product or deliverable status of a Scope item be linked to the terms of payment for this agreement.
5. This scope of work herein is proposed in it's entirety as a legally binding acceptance of all fees for the services as defined. 360 PSG reserves the right to complete the scope of work as written and fully expects Company to fulfill the compensation as scheduled. This agreement may only be modified, terminated, or adjusted with an acceptance of such signed by an officer of 360 PSG. Company acknowledges that project timeline does not reflect billing or payment due schedules and understands that management, planning, setup, front-loaded activity, and other such unbalanced divisions of the scope of work are priced and planned



around 360 PSG's expected complete fulfillment of the agreed upon payment terms and amounts.

6. Late payments are subject to a 1.50% monthly finance charge for past due amounts
7. Redirecting a domain name to an alternative service provider or non-usage of a staged scope of work for delivered services does not constitute a cancellation of services

## SERVICE, SUPPORT, HOSTING

1. Monthly support fees include the hosting of the website with reasonable use of bandwidth and storage space for the site itself.
2. Support is provided via an online web trouble ticket system and up to 2 hours of live phone support for usage of the licensed tools (this does not include work service hours, the support is included for instructional helpdesk needs only)
3. All system bugs for the code written by 360 PSG are warranted by 360 PSG to insure that the software itself requires no client maintenance outside their license fees. Bugs are subject to the definition and acceptance of such by 360 PSG.
4. Additional service and support above that which is allocated is billable in 15 minute increments with a 15 minute minimum and client will be notified if such overage billing would be required prior to servicing the account. 360 PSG solely reserves the right to waive additional support fees on a case-by-case basis and any such prior waiver of fees does not constitute any guaranteed waiver of future use.

## RECURRING TERMS

1. Any agreed upon item with a specified minimum recurring term must be completed in full. Payments for services deemed recurring are due one month prior to the intended execution of the recurring item.
2. After the minimum term of the agreement (which may be zero or more months as written in the scope/payment sections), the services will be continued on a month-to-month basis at the same level of service unless terminated by Company prior to the next scheduled invoice. An "Out of Term" service fee may be applied at an amount no greater than \$100 per service item per month in which month-to-month service continues without cancellation on services that began with a minimum term greater than zero. Month-to-month service can be cancelled at anytime prior to the scheduled start of the next service date but must be cancelled no later than 2 business days prior to the next scheduled date of service/license/hosting/support/etc.
3. Should company wish to terminate a minimum term agreement prior to the completion of its required term, 360 PSG offers an early termination fee of 50% of the remaining balance on the total recurring portion (plus total fixed fees remaining). Notice and payment of such termination exit must be received prior to midnight of the start date (usually the 1st day of the month) of the next scheduled service date, no further service will be performed past the termination date.
4. Should a specific item or items not allow for early termination clause, it will be specifically noted in the scope of work. All non-recurring items have no early termination option and are to be completed and paid for in full and 360 PSG will deliver the services as scoped for those items in a timely manner (barring any Company delays in obligations required to complete them).
5. Billing for recurring services may begin prior to the months in which the service is intended to be rendered, but in such cases 360 PSG guarantees to deliver the term quantity of recurring services so long as the account balance is in good standing.
6. Recurring service items with a minimum term are expected to fulfill consecutively in sequential periods from the start of this agreement until the completion of the minimum term length. Customer does not expect to

be able to pause, delay, stall, skip, postpone, or otherwise delay the payments for the minimum term unless doing so in a mutually agreed upon addendum document. Failure to make consecutive payments may result in notice of breach by 360 PSG in which failure to resolve the breach in a timely manner by Customer could result, at 360 PSG's discretion, in a default Customer acceptance of the termination clauses herein.

## **DISCLAIMER OF WARRANTIES**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH HEREIN, 360 PSG DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY 360 PSG PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, PERFORMANCE RESULTS, SUBJECTIVE PERCEIVED QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

## **INDEMNIFICATION**

Company agrees to indemnify and hold harmless 360 PSG and its successors, assigns, subcontractors, principals, officers, employees and agents from and against any and all claims, demands, liabilities, damages, judgments, assessments and all other forms of damage and/or relief brought against 360 PSG or its successors, assigns, subcontractors, principals, officers, employees and agents by any third party arising out of, or in any way related to the illegal or improper use by Company or any end-users which have procured, directly or indirectly, products or services of 360 PSG from Company, of any hardware, software, goods, services or any other item provided by 360 PSG pursuant to this Agreement.

## **LIMITATION ON LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL 360 PSG BE LIABLE TO THE COMPANY OR ANY END-USERS WHICH HAVE PROCURED, DIRECTLY OR INDIRECTLY, PRODUCTS OR SERVICES OF 360 PSG FROM COMPANY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR A BREACH THEREOF. 360 PSG'S MAXIMUM AGGREGATE LIABILITY TO COMPANY OR ANY OTHER PERSON ARISING OUT OF OR RELATED TO A BREACH OF THIS AGREEMENT SHALL BE THE LESSER OF (A) \$5,000.00, OR (B) THE TOTAL AMOUNT THAT COMPANY HAS PAID TO 360 PSG FOR THE SERVICES AND/OR PRODUCTS PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE APPLICABILITY OF THE FOREGOING, IN NO EVENT SHALL 360 PSG BE LIABLE TO COMPANY OR ANY OTHER PERSON FOR ANY DAMAGES RESULTING FROM OR RELATED TO (A) ANY FAILURE OR DELAY IN THE DELIVERY OR INSTALLATION OF ANY HARDWARE AND/OR SOFTWARE OR (B) ANY FAILURE OF HARDWARE AND/OR SOFTWARE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF SALES OR ANY FAILURE IN THE PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT AND ANY ADDENDA HERETO.

GCEDC

December 7, 2023

## **Educational Consultant Report to the Genesee County Economic Development Center Board of Directors**

It has been an absolute privilege and pleasure to serve as the Educational Consultant for the Genesee County Economic Development Center. Mr. Chris Suozzi has been a tremendous mentor and resource as I learn the many facets of this position and meet and engage with leaders of workforce development in the GLOW Region. Respectfully submitted is a summary of school engagement, workforce development, committee membership and visitations/tours for the 2023 year.

### **School Engagement and Workforce Development**

- GVBOCES School Counselor meetings
- GVBOCES Middle/Secondary Principal meetings
- GVBOCES STEM Cohort meeting
- GVBOCES Library Media Services
- GVBOCES School Enrichment
- Career Jam survey research
- RIT Certified meeting
- Tech Wars
- Finger Lakes Youth Apprenticeship Signing Day
- BEA annual breakfast
- GCEDC annual meeting

- Junior Achievement zoom meetings
- Senior Job Fair
- GLOW With Your Hands Health Care
- Mechatronics Pre-Apprenticeship Bootcamp
- Soap Box Car Derby
- GLOW With Your Hands Manufacturing
- 6th Grade presentation at GCEDC
- 4th Grade Innovators meeting at John Kennedy School
- Presentation at Pavilion High School to 11th/12th graders
- Meeting with Computer Information Systems Instructor at GVBOCES
- CALS Food Processing Bootcamp
- National Girls Collaborative Project webinars and podcasts
- Women in Manufacturing webinars and podcasts

### **Committee Membership**

- GCC Pathways to Success
- GLOW One Stop Partners
- Genesee County Region Teacher Center
- Genesee F.A.S.T.
- CALS Food Processing Bootcamp
- GLOW With Your Hands Manufacturing
- GLOW With Your Hands Health Care
- The BEST Center CNC & Dairy Processing
- Genesee County Interagency
- Kinderfarmin
- Aviation program development GVBOCES

### **Visitations/Tours**



- Orleans Niagara BOCES & CNC Technical Solutions
- Finger Lakes Workforce Development Center (FWD)
- Oetiker Machining

## ENGAGEMENT LETTER / CONSULTING AGREEMENT

This Agreement is made this December 7, 2023, for the period January 1, 2024, through December 31, 2024, between the **Genesee County Economic Development Center** (the "Company"), having its principal place of business at 99 MedTech Drive, Batavia, NY 14020 and **Sheila Eigenbrod**, (the "Consultant"), having a principal place of business at 210 Wyoming St., Warsaw, NY 14569 (collectively, the "Parties").

### COMPENSATION AND SERVICES RENDERED:

The Consultant hereby agrees to perform the following services, as required:

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 Company 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/Business Education Alliance, and local secondary schools as appropriate and GLOW Works, Inc.
4. Provide consulting services as requested by the Company.

For the services provided to the Company, the Company, agrees to pay the Consultant based upon presentation of a monthly invoice based on the following fee schedule and conditions:

### Fee Schedule:

1. A maximum of Three Hundred and Fifty Dollars (\$350.00) per day. Partial days will be billed at an hourly rate of Fifty Dollars (\$50.00) per hour.
2. Total remuneration is not to exceed Twenty-Nine Thousand Eight Hundred Dollars (\$29,800.00), for the period January 1, 2024, through December 31, 2024.

The Consultant understands and agrees that the Company may provide a 1099 to the Consultant which shall include all compensation as well as expenses paid by company, and it will be the responsibility of the Consultant to maintain adequate records to substantiate all business-related expenses for tax purposes.

### TERM

This Agreement shall remain in effect through **December 31, 2024**, or until terminated by providing a thirty (30) day written notice of termination with the date of receipt by the recipient party indicating the initiation of the notice period, by either party to this Agreement. This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties.

If the Parties have failed to renew, modify, or terminate this Agreement, for any reason, prior to the Termination Date, then this Agreement shall continue in force until such time as it is terminated in accordance with its provisions.

### WARRANTIES BY THE CONSULTANT

The Consultant represents and warrants to Company that Consultant will provide services to Company in a professional, competent, and timely manner; that the Consultant has the power to enter into and perform this Agreement, and that the Consultant's performance of this Agreement shall not infringe or violate any federal, state, or municipal laws. The Consultant shall make no promise or warranty concerning Company's business activity, service, or product outside the scope of their responsibilities and the Consultant acknowledges that it has no authority to bind Company to any such promise or warranty made by the Consultant.

### INDEPENDENT CONTRACTOR / CONFLICTS OF INTEREST

The Consultant acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. The Consultant further acknowledges that the Consultant is not to be considered an employee of the Company, is not entitled to any employment rights or benefits, and that this undertaking is not a joint venture.

The Consultant understands that the Company shall not provide employment related insurance, including but not limited to worker's compensation insurance, and agrees to provide adequate insurance coverage for his own activities.

## **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AND COVENANT NOT TO COMPETE**

The Consultant acknowledges that in and as a result of its association with Company, Consultant will be making use of and acquiring confidential information of a special and unique nature and value relating to such matters as

1. Company's patents, copyrights, proprietary information, trade secrets, systems, procedures, manuals, confidential reports, customer lists and price lists (which are deemed for all purposes confidential and proprietary), as well as the nature and type of products and services rendered by Company; and
2. The equipment, business practices and methods used and preferred by Company's customers, and the fees paid by them.

As a material inducement to the Company to enter into this Agreement and to pay to the Consultant the compensation stated in Paragraph 1, Consultant covenants and agrees that the Consultant shall not, at any time during or following the term of this Agreement for a period of two (2) years:

1. Directly divulge or disclose for any purpose whatsoever any confidential information that has been obtained by, or disclosed to, it as a result of its association with Company **other than that information specifically required as a part of this consulting engagement to individuals only and expressly with a need to know.**

Or

2. Make use of any such confidential information to compete, either directly or indirectly, with the Company.

The Parties further agree that the Consultant shall not be requested or required to, and shall not, divulge or disclose any information available to the Consultant in violation of any valid and enforceable confidentiality agreement between the Consultant and any other Party.

## **OWNERSHIP OF WORK PRODUCT**

The Consultant agrees that the Consultant's work product produced in the performance of this Agreement shall remain the property of Company, and that the Consultant will not sell, transfer, publish, disclose, or otherwise make the work product available to third parties without Company's prior written consent.

## **ARBITRATION**

Any controversies or claims relating to any aspect of the Agreement, or to its breach, or the relationship created between the Parties shall be settled by arbitration under the rules of the American Arbitration Association. The Parties agree to abide by the arbitrator's decision and also agree that a judgment may be entered upon the award in any court having jurisdiction.

The Parties agree that neither Party shall act to terminate or modify the nature of the parties' course of performance under this Agreement during the pendency of an arbitration, it being the parties' intent to preserve the status quo so as not to jeopardize the rights of either party for the period from the commencement of an arbitration to the entry of the arbitration award.

## **NOTICES**

All notices between the Parties shall be in writing and effective when sent by certified mail to the addresses above stated unless such addresses are changed by written notification to the other Party.

## **WAIVER**

No failure of either party to exercise any power hereunder or to insist upon strict compliance by the other party with any obligation or provisions hereunder, and no custom or practice of the parties at variance with the terms hereunder shall constitute a waiver of the right to demand exact compliance with the terms hereof.

## **INDEMNIFICATION**

Company will indemnify and hold harmless the Consultant from and against all liabilities and expenses, including reasonable attorneys' fees ("Liabilities"), arising out of any claim by anyone not a party to this Agreement, including third parties, considering (i) Company's material breach or default, (ii) violation of law or regulation applicable to Company, and (iii) representations, guarantees or warranties provided by Company, excluding Liabilities arising out of, or in connection with any gross negligence or willful misconduct of the Consultant.

The Consultant shall indemnify and hold Company and its affiliates and their agents, employees, officers, managers, successors and assigns from and against all Liabilities arising out of, or in connection with, any (i) Consultant's material breach or default, or (ii) violation of law or regulation applicable to the Consultant, excluding Liabilities arising out of, or in connection with, any negligence or willful misconduct of Company.

This indemnity shall survive the termination of this Agreement. The obligation of either party to indemnify the other shall not apply to the extent the loss is due to either party's: a) failure to adhere to the terms of this Agreement; b) failure to comply with any applicable government requirements; or c) negligence or willful misconduct of a party, its directors, officers, agents, or employees.

## **ABILITY TO ENTER AGREEMENT**

The parties executing this Agreement hereby covenant and warrant that each respective company has full right and authority to enter into this Agreement, and that each of the persons signing on behalf of the corporation are duly authorized to do so.

## **RELATIONSHIP OF PARTIES**

This Agreement is not intended to constitute or create a joint venture, pooling arrangement, partnership, agency, or business organization of any kind. Sheila Eigenbrod and Company shall be independent contractors for all purposes and neither party shall act as or hold itself out as agent for the other or create or attempt any obligations or liabilities on behalf of the other party.

## **SEVERABILITY**



If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.

**ASSIGNMENT**

Neither party may assign this Agreement or its obligations hereunder to any entity, except a corporate subsidiary, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by acts of God, war, Internet or electrical power disruptions, terrorism, civil disorder or disturbance, riot, labor disputes, acts or omissions of the other party or acts or omissions of any third party.

**GOVERNING LAW**

This Agreement will be governed by the laws of the state of New York, excluding application of its conflict of laws provision.

**ENTIRE AGREEMENT**

This Agreement contains the Parties' entire understanding and may not be modified except in written form signed by both.

**IN WITNESS WHEREOF, Genesee County Economic Development Center** and Sheila Eigenbrod have duly executed this Agreement as of the day and year first written above.

Dated:

**Consultant: Sheila Eigenbrod**

By: \_\_\_\_\_  
Sheila Eigenbrod  
Consultant

Dated:

**Company: Genesee County Economic Development Center**

By: \_\_\_\_\_  
Pete Zelif  
President

### **STAMP Payment for easements**

**Discussion:** In conjunction with the installation of the force main within Niagara County to the Genesee County line, the NCWD may need to secure easements and is looking to pay up to \$500 per easement. This would be outside the scope of the current contract for engineering services and needs Board approval.

**Fund Commitment:** Up to \$500 per easement from the \$33 million.

**Board Action Request:** Approval of payment of up to \$500 per easement.

### **Payment for removal of Hedgerow in accordance with Part 182 Permit**

**Discussion:** Contractor will remove approximately 325 feet of hedgerow separating the STAMP site from New York State Department of Environmental Conservation's (NYSDEC) John White Wildlife Management Area. The hedgerow is approximately 35 feet wide and is comprised mainly of small trees and shrubs, with some larger trees scattered throughout. All trees and shrubs must be removed, including their stumps, and all material must be disposed of off-site. After removal is completed, the ground must be graded and decompacted, as needed, to ensure it is level in preparation for seeding (the contractor is not responsible for seeding). See attached satellite map.

Bids received from the following:

1. Alleghany Farm Services, LLC \$5,500
2. Spurline Construction \$19,000
3. Wheatville Blacksmith & Tree Declined to bid, cannot meet the insurance requirements

**Fund Commitment:** \$5,500, from the Part 182 mitigation account.

**Board Action Request:** Approval of awarding of contract for hedgerow removal in accordance with the NYSDEC issued Part 182 permit to Alleghany Farm Services, LLC not to exceed \$5,500 to be paid out of the Part 182 mitigation account.



November 29, 2023

**Proposal For:**

Genesee County Economic Development Center

**Job Name:** Hedge Row Clearing

**Job Location:** Alabama, NY

**Anticipated Start date:** Fall/Winter 2023

**Anticipated Completion:** Winter 2023/2024

**SCOPE OF WORK**

- Remove hedgerow from an area approximately 325' by 35' consisting of small trees, shrubs, some large trees, and stumps off site.
- Grade and prepare 325' by 35' area for seeding.

**Total Price.....\$5,500**

**TERMS & CONDITIONS**

Total price is to remove material and grade the estimated 325' by 35' area. If additional work is requested in outside of the original requested area then additional cost will be added. All material pricing for the Project is valid for 30 days from the date of this Proposal. Due to supplier/trucking logistics delays, extensive shipping challenges, and extensive material delivery delays, material pricing is only valid for 30 days. All materials will be re-quoted at the time of actual purchase to reflect changes. Fuel surcharges will be applied if fuel costs rise more than 7% above current fuel rates of 11/29/23, on road and off-road fuel.

Payment Terms & Conditions are as follows:

The project will be invoiced upon project completion. Payment is expected within 30 days of date on invoice. Interest on past due accounts will be at 2% per month or at the maximum legal rate whichever is greater. Owner will not hold retainage on any amount due to Alleghany Construction, Corp. Owner will be responsible for payment of reasonable attorney fees required for the collection of past due or disputed accounts. Our cost proposal is based on providing our standard insurance unless specifically stated otherwise. All payments, including progress payments, payments for change orders and extra work, and final payment are the sole responsibility of the Owner and shall be paid according to the terms of payment stipulated herein and on invoice documents. **Receipt of payment from any**

6.2

120





*funding agency, local, state, or federal by the Owner is specifically not a condition precedent to payment for payments due to Alleghany Construction Corp. by the Owner.*

Sincerely submitted,

*Drew Klotzbach*

Drew Klotzbach, President  
Alleghany Construction Corporation  
drew@alleghanyfs.com



11171 Alley Road  
Alden, NY 14004

# SLCGCEDC110123

TO: Mark Masse  
PHONE #: (585)343-4866, ext. 17  
EMAIL: [mmasse@gcedc.com](mailto:mmasse@gcedc.com)  
JOB DESCRIPTION: Hedgerow Removal  
LOCATION: Alabama, NY

**WE HEREBY SUBMIT THE FOLLOWING PROPOSAL:**

AS PER YOUR REQUEST, WE HAVE COMPILED A WORK SCOPE FOR YOUR CONSIDERATION:

**WORK SCOPE:**

Hedgerow is 325' in length starting at Route 77 and 35' wide

- Remove trees, shrubs, and stumps
- Material removed from site
- Site to be accessible from Route 77 at hedgerow
- Ground graded
- Permits to be handled by GCEDC

**NOTES:**

- Nonorganic debris can be hauled off at an additional disposal cost, or left behind if needed

**WE HEREBY SUBMIT PRICING BASED ON THE WORK SCOPE ABOVE:**

JOB COST TOTAL (NOT INCLUDING SALES TAX): **\$19,000.00**

IF TAX EXEMPT PLEASE SUBMIT CERTIFICATE TO [ap@spurlineconstruction.com](mailto:ap@spurlineconstruction.com) WITH SIGNED PROPOSAL.

PAYMENT TO BE MADE AS FOLLOWS:

TERMS: DUE UPON RECEIPT OF INVOICE

## Accepted PROPOSAL

SPUR LINE CONSTRUCTION IS AUTHORIZED TO COMPELTE THE WORK OUTLINED IN THE ABOVE PROPOSAL AND AT THE PRICING INCLUDED.

AUTHORIZED SIGNATURE:

\* PLEASE ATTACH A COPY OF PO IF APPLICABLE

6.2

122

## General Services agreement with CC Environment and Planning

**Discussion:** As the GCEDC continues to work on permitting the STAMP site there are issues that arise in dealing with the DEC. This contract will allow the GCEDC to utilize CC Environment and Planning's historical knowledge of STAMP as well as their environmental knowledge to move through and respond to any issues/concerns that the DEC may bring up. The scope of work is as follows:

1. General Environmental Services: Includes assistance with on- and off-site design review, permitting, and SEQR; other environmental services, as necessary; and participation in STAMP Technical Team meetings.
2. Force Main Frac-out Monitoring: Conduct required monitoring within the 2023 force main fracout areas in accordance with the monitoring plan approved by USFW

**Fund Commitment:** \$49,300 to be covered under the \$33 million.

**Committee Action request:** Recommend approval to the full Board the proposal for CC Environment and Planning.



## CC Environment & Planning

Katlyn Hojnacki  
Senior Ecologist/Operations Manager

November 29, 2023

Genesee County Economic Development Center  
Attn: Mark Masse, VPO  
99 MedTech Drive, Suite 106  
Batavia, NY 14020  
Via Email: mmasse@gcedc.com

### Re: STAMP General Environmental Services and Force Main Frac-out Monitoring

Dear Mark:

I am pleased to submit the following proposal for CC Environment & Planning to provide continued environmental review, planning, and technical support services toward development of STAMP (Science & Technology Advanced Manufacturing Park) in the Town of Alabama, Genesee County, NY. As a member of the STAMP Technical Team since its inception, CC Environment & Planning has the background, project expertise, and relationships to ensure efficient and effective delivery of the services described below.

This Letter Agreement (hereinafter referred to as "Agreement") is a proposal for consulting services by CC Environment & Planning (hereinafter named as "Contractor") for Genesee County Economic Development Center (hereinafter referred to as "Client"). This agreement shall commence upon signature. The following services and terms of the Agreement between the Client and Contractor are as follows:

#### Scope of Services

1. General Environmental Services: Includes assistance with on- and off-site design review, permitting, and SEQR; other environmental services, as necessary; and participation in STAMP Technical Team meetings.
2. Force Main Frac-out Monitoring: Conduct required monitoring within the 2023 force main frac-out areas in accordance with the monitoring plan approved by USFWS.

#### Schedule and Fee

Project activities will commence immediately upon receipt of a signed contract through December 2024. This contract is proposed as a time and materials with a not to exceed estimated budget of \$49,300 broken out by tasks below. Invoices will be submitted monthly based on the 2024 rate sheet in Attachment A.

Task 1 – General Env. Services: \$30,800

Task 2 – Frac-out Monitoring: \$18,500



**Conditions**

The Contractor guarantees the quality of this work. Once this offer is accepted payments are to be made at times specified upon presentation of an invoice by Contractor. However, the Client and the Contractor may mutually decide to reschedule, postpone, or delay this project as business needs may suddenly dictate without penalty and without time limit, subject only to mutually agreeable time frames in the future.

**Assumptions**

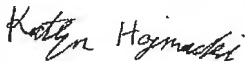
The proposed schedule and fee for this project are based on the following assumptions:

1. The Client and the project team will provide appropriate, timely access to contacts and information and provide requested feedback necessary to complete the scope of services as scheduled.
2. All parties will make every effort to ensure timely answers to questions as related to the scope of services and progress.
3. All parties will inform each other immediately of any unforeseen changes, new developments, or other issues that affect and influence this project so necessary adjustments can be made.
4. Adjustments to the total fee based on unforeseen circumstances, an adjusted timeline, or additional services outside the stated scope will require negotiation and written consent of both parties.

**ACCEPTANCE**

If this proposal meets with your approval, please countersign below and return one copy for our records. If you have any questions, please contact me. We appreciate the opportunity to provide these services toward the continued development of STAMP.

Sincerely,



Katlyn Hojnacki, Senior Ecologist  
CC Environment & Planning

**AUTHORIZATION**

CC Environment & Planning is hereby authorized by Genesee County Economic Development Center to proceed with the services described herein in accordance with the terms and conditions proposed herein.

\_\_\_\_\_  
Genesee County Economic Development Center

\_\_\_\_\_  
Date



## CC Environment & Planning

---

CC ENVIRONMENT & PLANNING  
BILLING RATES  
CALENDAR YEAR 2024

Employee Type	Hourly Rate
Principal Ecologist	\$185.00
Senior Environmental Scientist/Planner	\$160.00
Environmental Scientist/Planner	\$130.00
Graphic Designer/GIS Analyst	\$115.00
Environmental Technician	\$95.00
Office/Administrative Assistant	\$80.00
Travel/Materials	At Cost
Outside Contracted Services	Cost plus 10%

GCEDC

Jim Krencik, Marketing & Communications Director

Board Meeting Report

December 7, 2023

**E3communications STAMP Public Relations and Social Media Services Contract**

**Discussion:** e3communications, a professional media and public relations firm/consultant, has submitted a proposal for 2024 services related to public relations, sales and marketing content, and social media marketing for the Western New York Science & Technology Advanced Manufacturing Park (STAMP).

In 2023, e3communications supported GCEDC staff with STAMP planning, sales and marketing, and government/stakeholder relations. 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 2024 GCEDC Marketing - Operations budget for the full contract.

**Board Action Request:** Approval of a contract for services for the Jan. 1, 2024 to Dec. 31, 2024 period at \$24,000 per year.



November 30, 2023

Genesee County Economic Development Center  
99 MedTech Drive  
Batavia, NY 14020

**RE: 2020 Agreement for Public Relations and Social Media Services for the Science Technology Advanced Manufacturing Plant (STAMP)**

To Whom It May Concern:

Please find below the scope of services that e3communications is proposing to once again implement to market and promote STAMP on behalf of the Genesee County Economic Development Center for 2024.

- Manage public relations activities and provide public relations and public affairs counsel for various issues that have the potential to impact the STAMP project including advocacy efforts to raise awareness of STAMP, project and infrastructure construction, and related partners.
- Assist in the coordination of special events (press conferences, familiarization tours, news briefings, etc.). This would include developing a program/agenda, writing of scripts, invitations, logistics and other tactics.
- Write materials for public meetings and presentations.
- Manage media relations activities to enhance the messaging as well as to announce local/regional events.
- Coordinate advocacy efforts to raise the awareness of STAMP regionally, nationally, and globally.
- Continue to monitor and track and distribute relevant news articles and placements and provide monthly report of marketing and public relations activities.
- 
- Design and act as administrator of social media channels for STAMP, including Facebook, Twitter and LinkedIn.
- Write copy for a monthly calendar of sales and marketing content and social media posts, including but not limited to ongoing infrastructure work; relevant economic development



information in related science, technology and advanced manufacturing sectors; advocacy efforts related to ongoing investment at STAMP; and other information.

- Provide an analytics report on a monthly basis that will demonstrate and profile users of these social media channels and what posts are generating the most interest and traffic. This latter is important for developing future posts and information as well as to assist with other marketing communications tactics to promote STAMP.

All work conducted by e3communications for STAMP in 2024 will be billed at a flat monthly fee of \$2,000 for a total fee of \$24,000. A description of the services will be provided in each invoice for the work conducted in that month. All terms are 30 days payment.

The terms outlined in this agreement shall remain in effect from January 1, 2024 until December 31, 2024 or until modified or terminated by either party upon thirty (30) days written or verbal notice.

e3communications pledges its confidentiality to STAMP for all work e3communications performs on behalf of STAMP.

If you are in agreement with the terms and conditions outlined above please indicate by signing below. Thank you again for the opportunity to work on behalf of the Science Technology Advanced Manufacturing Park.

Sincerely,  
e3communications

A handwritten signature in black ink that reads "Earl V. Wells III".

Earl V. Wells III  
President





For the Genesee County Economic Development Center

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date