

**Genesee County Economic Development Center
Meeting Agenda**

Thursday, December 1, 2022
Location: 99 MedTech Drive, Innovation Zone

PAGE #

- | | | |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.0 | Call to Order | 4:00 pm |
| 1.1 | Enter Public Session | 4:00 pm |
| | 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. | |
| 1.2 | Enter Public Session | 4:10pm |
| 2.0 | Chairperson's Report & Activities | 4:10pm |
| 2.1 | Upcoming Meetings: | |
| | Next Scheduled Board Meeting: Thursday, January 12th at 4 p.m. | |
| | Audit & Finance Committee Meeting: Tuesday, January 10 th at 8:30 a.m. | |
| | STAMP Committee Meeting: Wednesday, January 11 th at 8 a.m. | |
| 2.2 | Agenda Additions / Deletions / Other Business **Vote | |
| 3.0 | Report of Management – | 4:15pm |
| 3.1 | Nothing at this time. | |
| 4.0 | Audit & Finance Committee – M. Gray | 4:15pm |
| 4.1 | Insurance Renewal **Vote | |
| 5.0 | Governance & Nominating Committee – C. Yunker | 4:25pm |
| 5.1 | Nothing at this time. | |
| 6.0 | STAMP Committee – P. Zeliff | 4:25pm |
| 6.1 | Nothing at this time. | |
| 7.0 | Employment & Compensation Committee – T. Bender | 4:25pm |
| 7.1 | Administrative Guidelines **Vote | |
| 8.0 | Housing Committee – P. Battaglia | 4:35pm |
| 8.1 | Nothing at this time. | |
| 9.0 | Other Business | 4:35pm |
| 9.1 | Nothing at this time. | |
| 10.0 | Adjournment | 4:35pm |

2-41

42-61

GCEDC

Lezlie Farrell – Finance & Operations
Audit & Finance Committee Report
December 15, 2022

Insurance Renewal

Please see the attached email from Joe Teresi, along with the quote provided by Selective. You will notice a large increase to the General Liability premium which is related to projected cost of development contracts for 2023. Tompkins is working with Selective to see if other options are available.

Joe will attend the Audit & Finance Committee to discuss. If new or revised information becomes available prior to the board meeting, we will send that out for your review.

Lezlie Farrell

From: Joe Teresi <jteresi@tomppkinsfinancial.com> on behalf of Joe Teresi
Sent: Thursday, December 8, 2022 2:45 PM
To: 'Lezlie Farrell'; Mark Masse; Penny Kennett
Cc: Donna Hummel
Subject: FW: Genesee County Industrial - Quote
Attachments: QuoteProposal (4).pdf

This message was sent securely using Cisco Email Encryption

As promised here is the primary insurance proposal. Missing is our umbrella liability terms. As we have been discussing we are fortunate Selective is continuing the coverage for the building and liability coverage. And their position on the umbrella is totally understandable and we have been very fortunate to date in the way they have treated previous renewals.

First and foremost this is not a reflection on your account nor your claims history. It has to do with your efforts as a developer and the concerns in NY State that our driven by the dreaded "scaffolding laws" aka Labor Law and the associated risks that brings to the developer. You are not alone and is a major conversation for the various entities that promote business in NY State from the Business Council, to Chamber of commerce to IDA's.

For the most part rates are not changed from previous years. The primary difference is Selective is charging for subcontractor costs and is basing their estimate of \$9,050,00 in costs on estimates supplied by Mark Masse. Rate per \$1000 is \$4.891 which appears to be a very fair rate, especially comparing to rates I have seen charged to other developers. The annual cost based on the subcontracted cost amounts to \$44,264 and final cost will be calculated at audit.

Also important is the fact that Selective is willing to consider your water and sewer operations and will be adding those names to the policy.

Now that we have the package proposal from Selective we can finalize our efforts on the umbrella and work on an umbrella program to include a limit up to \$10,000,000. Once we have that finalized we can share with you and determine how much umbrella you will be able to continue with

Two items will be required for the renewal

- 1- Updated statement of values which I will work with Donna to have prepared and forwarded to you for a signature
- 2- Updated sprinkler report for the building which is recently dated.

As always I can answer any additional questions or concerns and can be available next Thursday

Last but not least we is we did canvas the insurance marketplace and still have the same results as had in the past with no interest in the land inventory especially the stamp Site

We are very fortunate to have been able to leverage our relationship with Selective to entertain not only the existing exposures but also the Water and Sewer entities and have them included in the package policy.

Joseph Teresi, CPCU
Vice President
Tompkins Insurance Agencies, Inc.



	<u>Renewal</u> <u>2023</u>	<u>Annualized</u> <u>2022</u>
<u>SELECTIVE INSURANCE COMPANY</u>		
Property	\$8,573.45	\$10,338.83
General Liability	\$61,893	\$14,192
Commercial Auto	\$404	\$286
Inland Marine	\$100	\$100
Crime	<u>\$60</u>	\$60
Umbrella		<u>\$10,417</u>
Total Package	\$71,030.45	\$35,393.83
Worker's Compensation	\$3,560	\$3,566
	<u>Effective May 21, 2020 - 2023</u>	
<u>TRAVELERS</u>		
Crime	TBD	\$657
<u>GUARDIAN</u>		
Disability Benefits	TBD	TBD

Selective General Liability Includes Data Compromise Coverage with a premium of \$333. As you maintain a standalone policy you should request for us to have this coverage removed.

Current Selective general liability quote includes \$9,050,000 in subcontractor cost. This develops a premium of \$44,464. We are reviewing with Selective if other options are available.

Named Insureds: Genesee County Industrial Development Agency, Inc.
 dba Genesee County Economic Development Agency
 Genesee Gateway Local Development Corporation
 Genesee Valley Agri-Business, LLC- working with Selective to add two entities

SELECTIVE

BE UNIQUELY INSUREDSM

Quotation of Commercial Insurance

Prepared for:

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC
99 MED TECH DR
BATAVIA, NY 140209712

Presented By:

TOMPKINS INSURANCE AGENCIES INC

Proposal Print Date: 12/08/2022

SELECTIVE

BE UNIQUELY INSUREDSM

Quotation of Commercial Insurance
Governmental
Renewal

Prepared for:

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC
99 MED TECH DR
BATAVIA, NY 140209712

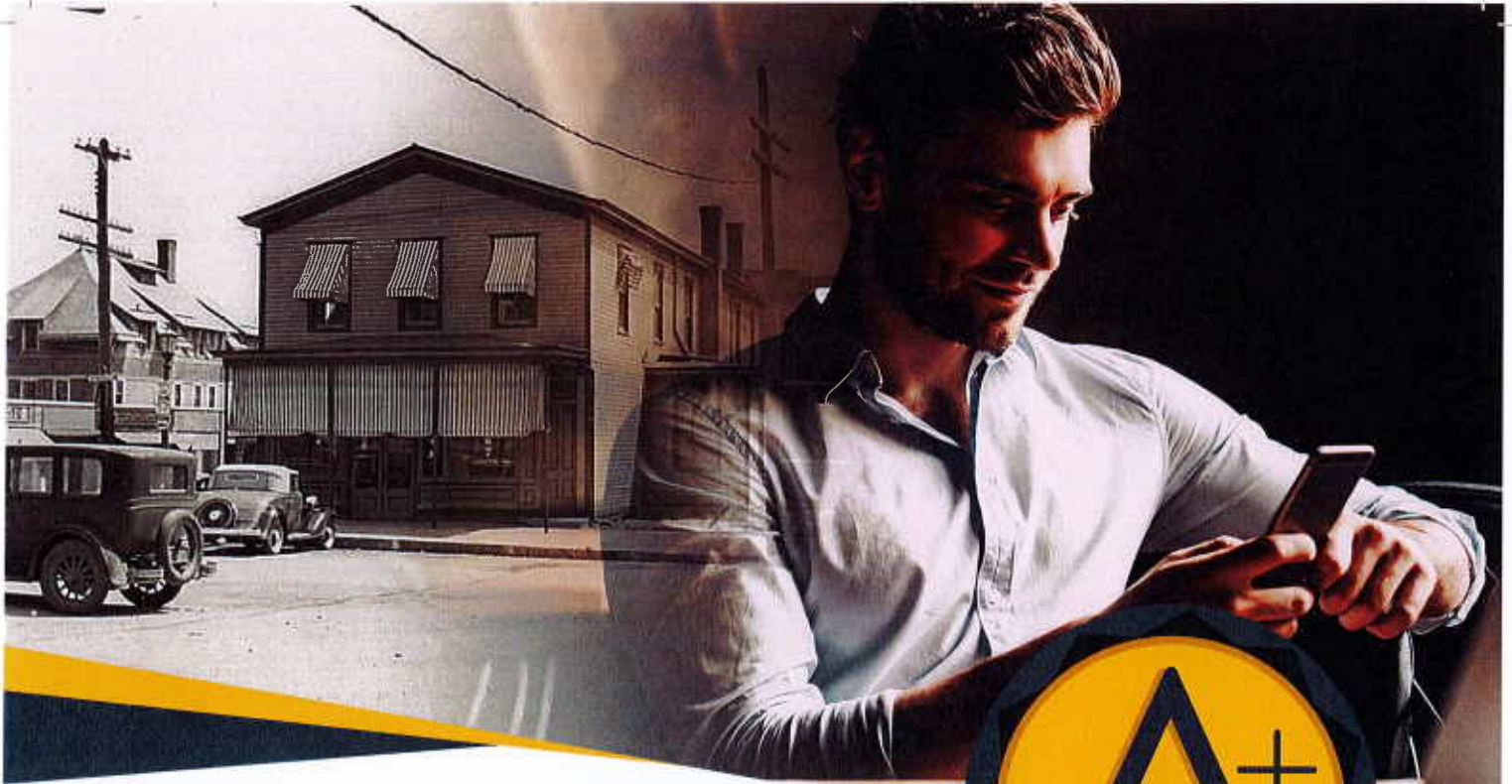
Presented By:

TOMPKINS INSURANCE AGENCIES INC

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.

Proposal Print Date: 12/08/2022
Underwritten By:
Selective Ins Co of the Southeast



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.

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SELECTIVE
BE UNIQUELY INSURED®

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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.



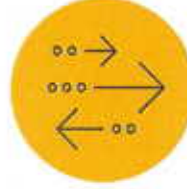
Online Training from the Experts

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

SCAN ME



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.



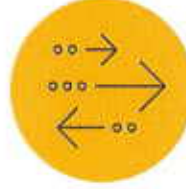
Slip, Trip, and Fall Assessment

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





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.



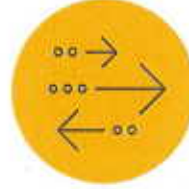
Free Business Prep Toolkit

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



HERE'S WHAT YOU CAN EXPECT AS A BUSINESS CUSTOMER WITH SELECTIVE.

PRIOR TO POLICY ISSUED



Top Quality Agent



Safety Management Survey¹

- Comprehensive Risk Advice
- Help Identify Unknown Risks
- A local team from Selective working in partnership with your agent

AS A SELECTIVE CUSTOMER



Welcome Email



Digital Policy



Mobile App & Web Portal

- Sign up for **Online Access**
- View Policies, Bills, Auto ID Cards²
- Manage Account 24/7



Safety Management Evaluation



Safety Management Service Visit



License Verification with Atlas Certified

- Review Risk Mitigation Efforts
- **Online Tools & Videos**
- Validate Credentials and Increase Compliance



Electronic Billing Alerts



Automatic Payment Options

- Via Email, Text³, **Mobile App**³
- Checking/Savings Account, Credit/Debit Cards
- Various Flexible Payment Plans
- Pay as You Go⁴



Extended Hours Contact Center



Instant Customer Recognition

- Pay via Phone 24/7
- Communication via Phone, Email, Chat



Selective[®] Drive

- **Selective[®] Drive Mobile App**
- Reduce Distracted/Careless Driving
- Track Driver Locations
- Fleet Route Optimization



Customer Preferences



Proactive Messages



Recall Alerts

- Choice of Communication Channel
- Billing, Claims & Policy Notifications
- Customized Weather Alerts
- Product & Auto Recalls



Accident Claim



Upload Claim Photos with EZ Write



48-Hour Payment with SWIFTClaimSM

- Multiple Claim Reporting Options
- Unlimited Photo Upload
- Payment Within Two Days⁵



Proof of Insurance via Mobile App

- Instant Access to Proof of Insurance
- Locate Key Service Providers



Automatic Renewal Options

- Convenient Automatic Renewals
- Multi-Line Product Discount Opportunities

¹ Available for selected Commercial Lines Customers

² Where Allowable by State

³ Coming in 2019

⁴ With PaySync[®] Products

⁵ Only for SWIFTClaimSM

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Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

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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.

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GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

Premium Summary

<u>Coverage</u>	<u>Premium</u>
Property	\$8,573.45
Crime Fidelity	\$60.00
Inland Marine	\$100.00
General Liability	\$61,893.00
Automobile	\$404.00
Total Premium	\$71,030.45

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Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

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

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Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

Property

Policy Level

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

Optional Coverages/Extensions

SelectPac Property Extension Endorsement
Systems Power Pac Clas Rated Deductibles
Combined All Coverages Ded: Follows Property Deductible

Limit

Premium

\$364.00

Location Level

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

<u>Coverage</u>	<u>Limit</u>	<u>Premium</u>
Building	7,703,882	\$5,547.00
Replacement Cost		
Agreed Value		
Business Pers Prop - Business Personal Property	104,193	\$249.00
Replacement Cost		
Business Income with Extra Expense	640,000	\$685.00
Coinsurance 80 %		
Business Income including Rental Value		
waiting period- 72 hours		
Systems Power Pac		\$1,538.00
Location 004/001 - Total Premium		\$8019

Other

NY Fire Tax \$14.45
Terrorism Premium (Certified Acts) \$176.00

Total Property Premium

\$8,573.45

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 GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

Crime Fidelity

Policy Level

Coverage Type	Commercial 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 SelecPac 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

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Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

Inland Marine

Policy Level Coverages

	<u>Limit</u>	<u>Premium</u>
Virus or Harmful Code	50,000	\$0.00

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	\$82.00

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

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Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

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 17.933)	28	\$502.00

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 17.933)	36	\$646.00

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 17.933)	3	\$54.00

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 205.108)	38,900	\$7,979.00

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 685.584)	3,100	\$2,125.00

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GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

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 3.319)	9,050,000	\$30,037.00
Products/Completed Operations (Final Rate 1.572)	9,050,000	\$14,227.00

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 17.933)	58	\$1,040.00

Location Level

Location 006/001 - 6608 CROSBY RD, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.016)	1	\$3.00

Location Level

Location 007/001 - 6680 CROSBY RD, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.016)	2	\$6.00

Location Level

Location 008/001 - 6590 CROSBY RD, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.016)	1	\$3.00

Location Level

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GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

Location 009/001 - 6561 CROSBY RD, ALABAMA TFPD, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.016)	1	\$3.00

Location Level

Location 010/001 - 6620 CROSBY RD, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.016)	1	\$3.00

Location Level

Location 011/001 - 6576 CROSBY RD, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.016)	1	\$3.00

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 2.579)	77	\$199.00

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 2.579)	88	\$227.00

Location Level

Location 014/001 - CROSBY ROAD WEST SIDE, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

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 INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.579)	665	\$1,715.00

Location Level

Location 015/001 - CROSBY ROAD EAST SIDE, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 2.579)	367	\$946.00

Location Level

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 17.933)	15	\$269.00

Location Level

Location 017/001 - 805 LEWISTON RD, BASOM, NY
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.016)	1	\$3.00

Total General Liability Premium	\$61,893.00
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Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
 GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

Automobile

Policy Level

	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Liability Limit Type CSL			
- Liability	8,9	1,000,000	
ElitePac Commercial Auto Extension Endorsement			\$25.00

State Level Coverages (NY)

<u>Coverage</u>	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Non-Owned Employee Count		0 - 9	\$349.00
Excess Hired		IF ANY	\$30.00

Total Automobile Premium \$404.00

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

- **1-Pay:** Due in full at policy inception
- **2-Pay:** Two equal installments due at policy inception and in the 6th month of the policy term
- **4-Pay:** Four equal installments due at policy inception and in the 3rd, 6th, and 9th months of the policy term
- **Quarterly:** Four equal installments due quarterly starting at policy inception
- **10-Pay:** 19% due at policy inception, with the remaining balance billed in nine equal monthly installments

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 start managing 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](https://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 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 INC DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER,
GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, GENESEE VALLEY AGRI-BUSINESS LLC

Quote # 24830600

Policy Period: 01/01/23 to 01/01/24

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 \$176.00.

TO INCLUDE TERRORISM, YOUR PREMIUM WOULD BE AS FOLLOWS:

TERRORISM - CERTIFIED ACTS: \$2,462.00

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.

**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".

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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.

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

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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.

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

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.

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.

	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

* 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 - (800.743.6354) - selective@praesidiuminc.com

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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	= A SAFE ENVIRONMENT

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

4.1

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 — 800.743.6354 — selective@praesidiuminc.com

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

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

4.1

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

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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

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

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Crime SelectPac Endorsement

Coverage	Limit
Crime SelectPac Endorsement CR 7914 [1]	
Employee Theft	\$25,000
Forgery Or Alteration	\$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 Fraud	\$5,000

[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.

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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

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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
Amendments To Section II – Liability Coverage	
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"
Amendments To Section III – Physical Damage Coverage	
Towing And Labor	
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$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"
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"

ElitePac® Commercial Auto Extension Endorsement

Coverage	Limit
Amendments To Section III – Physical Damage Coverage, Continued	
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
Amendments To Section IV – Business Auto Conditions	
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 highest 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
Amendments To Section V – Definitions	
Bodily Injury Including Mental Anguish (N/A in New York)	Definition

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**Administrative
Guidelines & Procedures**
(Including Compensation, Reimbursement, Attendance & Travel)
For
**Genesee County
Economic Development Center**
Personnel

Revised ~~January 2017~~ December 2022



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INTRODUCTION

The Genesee County Industrial Development Agency d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (Center) is a public benefit corporation established in 1970 under New York State General Municipal Law. The primary purpose of the Center is to bring about economic development authority in Genesee County - activity which results in the creation and retention of employment opportunities for County residents.

A board of seven members is responsible for the operations of the Center. Appointments are made by the Genesee County Legislature and Center members all serve in a voluntary capacity without compensation. The Center employs a professional staff to carry out the Center's work program and to administer day-to-day activities in support of this program.

The Administrative Guidelines set forth the general personnel and office procedures of the Center. These Administrative Guidelines are not a contract of employment and do not change the at-will nature of the employment relationship; meaning that both the Center and employee can terminate the employment relationship at any time with or without cause. These Guidelines are intended to provide both the Center and its staff with a clear understanding of their respective rights and obligations. To maintain the maximum efficiency of the operations of the Center, the established procedures must be observed by every employee in his or her conduct of the Center's business.

Some subjects will only be touched upon by these guidelines since they are too complicated to be covered completely here. Details on these are available from personnel whose functions are directly related to the subject in question. Details on others may be contained in separate manuals to be distributed to the staff.

The Center reserves the right in its sole discretion to add to, delete or modify the Administrative Guidelines at any time.



I. EMPLOYMENT

A. DEFINITIONS

Non-Exempt Employees

Non-exempt employees include all regular employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws.

- Hourly full-time employees are entitled to premium pay for work in excess of 40 hours in a workweek.
- Part-Time Employees defined as those employees who are hired to work on a regular basis for less than 35 hours a week.

Exempt Employees

Full time salaried employees are classified by the Center as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws.

B. APPOINTMENT

The employees of the Center are not under the civil service of the State or Genesee County.

The qualifications of a prospective employee will be evaluated with regard to education, training, previous experience and special skills as required to perform the duties of a particular position.

~~All appointments are to be made by members of the Center acting upon the recommendations of an Employee and Compensation Committee.~~ Creation of positions requires the approval of the Center (board).

C. PROMOTION

As opportunities develop for advancement of the Center's staff, a recommendation for promotion of an existing staff member may be made to the Employee and Compensation Committee by the Chief Executive Officer. Such recommendation will be based on the following factors - experience, merit, performance, and educational or skill advancement.

D. DISMISSAL/DEMOTION

The Center specifically reserves its right, under the employment-at-will relationship, to terminate the employment of any employee at any time, with or without cause. Generally, however, the Center follows a progressive discipline procedure; meaning that under normal circumstances a written or verbal warning will be given to an employee, thus permitting the employee to improve or correct his or her performance, prior to termination. The Center reserves the right, however, to terminate any employee after the first incident of misconduct if, in the Center's judgment, the seriousness of the action warrants termination.

E. RESIGNATION

The Center requests two-week's notice from all employees who resign.

F. TEMPORARY OR PART-TIME EMPLOYEES

Persons working on a temporary or part-time basis, less than 20 hours per week, do not accrue any vacation, sick, or personal time. They are not entitled to other fringe benefits granted to permanent employees. Salary is based on actual hours worked and does not include holidays.

Permanent part-time employees, working regularly 20 or more hours per week, may be eligible for certain fringe benefits as deemed appropriate by the Chief Executive Officer.

G. INTRODUCTORY PERIOD FOR NEW EMPLOYEES

When a person is appointed to a full-time position on the Center staff, the employee serves an introductory period of six months. This is a trial period which gives the employee an opportunity to become accustomed to his or her new job, and also gives the Chief Executive Officer an opportunity to determine how well the employee performs. The employee may not take vacation days during the introductory period.

An introductory employee whose performance or conduct is unsatisfactory will be dismissed during the introductory period. The Chief Executive Officer may grant an extension of the introductory period for an additional three months in special circumstances.

H. ANNUAL REVIEW

All Center employees will have an annual performance review in December of each year. The Chief Executive Officer and direct supervisors shall perform employee reviews and place a written copy of said review in the employee's file. The employee may submit written comments in response to the review within 30 days after having received a copy of it.

I. DISCIPLINARY ACTION

Any employee may be subject to disciplinary action due to employee's failure to perform duties in an acceptable manner.

The following are examples of misconduct that may lead to disciplinary action:

- (a) Insubordination - refusal to comply with any directive from a supervisor.
- (b) Theft or destruction - stealing of or carelessly or willfully causing destruction to Center property.
- (c) Unlawful conduct - violation of or refusal to comply with pertinent laws and regulations or conviction of a crime.
- (d) Possession or use of illegal drugs and alcohol or abuse of prescription drugs on the job or reporting for work in an impaired condition.
- (e) Harassment - individuals who engage in sexual or other harassment in violation of the Center's policy will be disciplined. Supervisory and managerial personnel who knowingly allow such harassment to continue will also be disciplined.
- (f) Habitual tardiness, unauthorized or excessive absence or abuse of sick leave.
- (g) Acceptance of money or other valuable consideration which creates the appearance of influencing the employee in the performance of his or her office duties.
- (h) Improper use of official position or authority for personal profit or advantage.
- (i) Falsification of records, including falsification of employee's application papers or claim vouchers.

None of the foregoing shall be deemed to prevent the dismissal, probation, demotion or suspension of an employee for any other misconduct even though such misconduct is not contained among these enumerated examples.

All disciplinary actions shall be approved by the Employee and Compensation Committee.

J. EQUAL OPPORTUNITY EMPLOYMENT POLICY

It is the policy of the Genesee County Economic Development Center to support the principle of equal employment opportunity; meaning that the Center will not discriminate against any employee on the staff or applicant for employment because of race, color, religion, sex, age, national origin, non-qualifying disability or arrest record.

The Chief Executive Officer is in charge of the Center's efforts toward equal opportunity employment.

K. GRIEVANCE PROCEDURE

To ensure that grievances are heard properly, the aggrieved person should:

1. Discuss his or her grievance with the Chief Executive Officer within 14 calendar days after the events forming the basis for the grievance occur. If the grievance involves the Chief Executive Officer, the employee should bring the grievance directly to the Employee and Compensation Committee.
2. The Chief Executive Officer will, under normal circumstances, respond in writing to the grievance within 30 calendar days.
3. If the Chief Executive Officer's response is not satisfactory to the person with the grievance, he or she may forward the grievance to the Employee and Compensation Committee, with a copy to the Chief Executive Officer, requesting a hearing before the Employee and Compensation Committee.
4. The Employee and Compensation Committee shall, at its discretion, hold a hearing. Under normal circumstances, the hearing shall be held within two weeks of receipt of notice of the request for hearing. The decision of the Employee and Compensation Committee, on behalf of the Center, shall be final.

II. COMPENSATION, REIMBURSEMENT AND ATTENDANCE

A. COMPENSATION, REIMBURSEMENT AND ATTENDANCE POLICY

Pursuant to and in accordance with Sections 856 and [GML enabling act] of the General Municipal Law of the State of New York, the members of the board of the Genesee County Economic Development Center (the "Board") shall serve without salary at the pleasure of the Genesee County Legislature, New York (the "Municipality") but may be reimbursed for reasonable expenses incurred in the performance of Center duties at the approval of the Board.

The officers, employees and agents of the Center shall serve at the pleasure of the Center ~~at such compensation levels as may be approved by the Board from time to time~~ and may be reimbursed for reasonable expenses incurred in the performance of Center duties at the approval of the Board.

The members of the Board and officers of the Center shall be available as required to perform the operations of the Center as set forth within the By-Laws of the Center, as may be amended, restated or revised by the Board from time to time. Said members and officers of the Center shall put forth their best efforts to perform their respective duties as outlined in the By-Laws of the Center and any other directives of the Board relating to same.

B. STARTING SALARY

The starting salary of an employee is determined at the time of appointment. It is computed on an annual basis.

C. SALARY INCREASES

Salary increases are considered annually. Any increases will require a review of the employee's performance, a recommendation by the Chief Executive Officer and review by the Employee and Compensation Committee. All salary increases will be made on the basis of merit and the Center's financial situation.

D. PAY PERIOD

Employee salaries are paid by check or direct deposit on Wednesdays on a bi-weekly basis. Advances of salary are not permitted under any circumstances.

E. BASIC WORKWEEK

Exempt and Non-Exempt Operations Employees - The basic workweek for exempt and non-exempt employees in the Operations category, other than those employed on a part-time basis, shall be from 8:30 A.M. to 4:30 P.M., Monday through Friday. A period of up to one hour (unpaid) is allotted for lunch.

Employees are expected to be regular in attendance, however, when problems arise which make it impossible for an employee to be at work on time, the employee must notify the office prior to 8:30 A.M.

When leaving the office to carry out assigned duties during official office hours, the Operations Assistant is to be advised of an employee's destination and expected time of return. Such information will be used to aid visitors and route incoming telephone calls.

F. ATTENDANCE RECORDS

A Record of Absence is to be maintained by each employee, kept current and electronically stored in a common location as directed. The employee is responsible for making sure that the record shows the actual number of hours that were taken for sick, vacation or personal leave (if applicable) during the period.

III. LEAVE BENEFITS

A. HOLIDAYS

The Center will establish a holiday schedule each calendar year that shall not exceed 12 paid holidays. The schedule shall follow that of Genesee County. The Chief Executive Officer may authorize adjustments to that schedule at the beginning of the calendar year.

B. SICK LEAVE

Sick leave credit is earned at the rate of one day per month and may accrue to a maximum of 60 days. Proof of illness may be required for absences due to illness longer than a week.

If all accrued sick leave is used and additional leave is needed due to illness, annual-vacation leave will be taken. If additional time is needed when all sick and annual-vacation leave has been taken, a determination will be made by the Chief Executive Officer and reviewed by the Employee and Compensation Committee, as to what further leave, if any, can be granted.

No compensation for accrued sick leave will be paid in the event of termination of employment.

Sick leave may be taken for sickness by the employee or where the presence of the employee is actually required by the sickness of a member of the immediate family of the employee. ~~A memo by the employee to the Chief Executive Officer will describe the circumstances.~~ When more than three (3) days of sick leave are taken by an employee during one calendar month, a memo to the Chief Executive Officer will may be required to describe the circumstances.

Up to five (5) days of sick leave may be used as bereavement leave in the event of the death of a family member. Sick leave may be used as bereavement leave in the event of the death of a non-family member if approved by the employee's direct supervisor.

Sick leave is granted for sickness and bereavement only, and its use for any other purpose will be cause for disciplinary action including dismissal from employment.

C. VACATIONS

An employee becomes eligible for vacation leave upon date of hire. New employees shall be granted vacation credit as a portion of the normal annual allowance depending upon the time of year hired, according to the following schedule:

Date of Hire	Portion of Annual Allowance
Jan. - March	100%
April - June	50%
July - Dec.	0%

Vacation shall be credited on January 1 of each year according to the following schedules.

Years of Service	Full Time Exempt Employees			Full Time Non-Exempt Employees
	Pres./CEO	Senior VP	All Others	
1 st full year of employment	Per Employment Contract	Per Employment Contract	10 Days	5 Days
2 nd – 4 th full year of employment	Per Employment Contract	Per Employment Contract	10 Days	10 Days
5 th - 9 th full year of employment	Per Employment Contract	Per Employment Contract	15 Days	15 Days
10 th full year of employment and each year thereafter	Per Employment Contract	Per Employment Contract	20 Days	20 Days

If a holiday occurs during an employee's vacation, the holiday shall not be charged against the vacation leave. A maximum of five vacation days may be carried over to the following year upon approval of the Chief Executive Officer.

Best efforts shall be made to have requests for vacation leave submitted to the employee's direct supervisor at least one calendar month prior to the beginning date of the vacation. Requests will be approved according to the work load of the Center. Conflicts in scheduling of annual leave will be resolved by the Chief Executive Officer. The Employee and Compensation Committee at its discretion may establish a separate vacation agreement for the Chief Executive Officer.

There will be no compensation in lieu of time off for vacation. Upon termination of employment, employees will be paid for accumulated vacation leave left on the books.



D. MILITARY LEAVE

An employee shall be granted a leave of absence with pay if he/she is ordered to military duty for a period not exceeding thirty (30) calendar days in any one year or 30 days in one continuous absence, in accordance with Section 242 of the New York State Military Law. Absences longer than 30 days are permitted in accordance with applicable federal laws.

E. JURY DUTY

The Center will grant leave for all employees summoned for jury duty. The Center will pay full-time employees their regular salary for a maximum of fifteen (15) days. Other employees shall receive the stipend mandated by law for the first three (3) days of jury duty service.

F. LEAVE OF ABSENCE

A leave of absence without pay may be granted an employee by the Employee and Compensation Committee when, in the Chief Executive Officer's opinion, it will not damage the Center's work program. Requests for such leave must be made in writing to the Chief Executive Officer and will state the time and circumstances involved. No employee will be granted a leave of absence to accept other employment.

G. FAMILY AND MEDICAL LEAVE

Eligible spouses employed by the Center are entitled to a combined total of twelve weeks of unpaid leave for the birth, adoption or foster placement of a child, or when caring for a parent (not a parent-in-law), with a serious health condition. Each spouse is entitled to twelve weeks of family and medical leave to care for his/her spouse or child, and for his/her personal serious health condition. Thus, in cases where eligible spouses each use six weeks of unpaid leave for the birth, adoption or foster placement of a child each spouse would have six weeks of leave in that year to use for the care of him/herself or a covered family member with a serious health condition.

An employee may take family and medical leave in connection with his/her own serious health condition or in connection with the serious health condition of his/her spouse, parent, or child, in either a block of time or on an intermittent basis when medically necessary. In the event leave is taken on an intermittent or reduced leave schedule, he/she may be required to transfer temporarily to an available, alternative position, with equivalent pay and benefits, which better accommodates his/her need for recurring periods of leave. When leave is taken on an intermittent basis or on a reduced leave schedule so that he/she can receive medical treatments or attend doctors' appointments, that leave will be credited on a prorated basis against the employee's twelve-week allotment of family and medical leave.

Eligible employees may be required or will be allowed to use their allotment of paid vacation or other paid time off except paid sick time, for any part of the twelve-week leave granted for the birth or foster placement of a child or to care for a spouse, child or parent. After using all of the available paid vacation, an employee may remain on an unpaid family and medical leave for the difference between the period of the paid leave and the twelve-week allotment of family and medical leave. Eligible employees may substitute paid sick leave for leave taken because of the employees' serious health conditions or to care for spouse, child or parent with a serious health condition, but in the latter case, only to the extent permitted by the relevant collective bargaining agreement or, where applicable, Center policy.

Any period during which an employee receives New York State Disability will be offset against the total twelve-week allotment of family and medical leave. When the disability leave is taken in connection with the birth of a child, an employee entitled to twelve weeks of Family Leave may remain on unpaid family leave to care for a child for the difference between the period of disability and the twelve-week allotment of family and medical leave.

When taking a "foreseeable leave" (i.e., leave in connection with the birth of a child or surgery which has been scheduled in advance), the employee must notify the Center of his/her intention to take this leave as early as possible, and, in any event, not less than thirty days before the date the leave is to begin. When the leave is taken due to a serious health condition, or if the date of the employee child's birth, foster placement, or adoption, requires leave to begin in less than thirty days, the employee must provide the Center with as much notice as is practicable. Leave may be delayed if the employee does not comply with this notice provision. Also, the employee must make a reasonable effort to schedule foreseeable treatments in a manner which does not unduly disrupt the operations of the Center.

During any period of family and medical leave, the Center will continue to pay its premium portion of the employee's health, dental and vision insurance under the same terms as if he/she were actively working. If any portion of the employee's leave under the Family and Medical Leave Act is taken as paid leave, the employee's contribution to his/her health, dental and vision insurance premium will be deducted from his/her pay. The Personnel Office must receive the employee's health, dental and vision insurance contribution by the first of each month.

During periods of unpaid family and medical leave, the Center will continue the employee's life insurance coverage, if applicable. The Center will credit periods of FMLA-related leave toward seniority for retirement purposes.

When leaves are taken in connection with the employee's own serious health condition or to care for a child, spouse, or parent with a serious health condition, the employee must provide certification from an appropriate health care provider, at his/her expense. The certification, on the approved form, is available from the Center's personnel office, and must be presented to the human resources department. This certification must include the following information:

1. The date on which the serious health condition commenced.
2. The probable duration of the condition.
3. Appropriate medical facts regarding the condition.
4. A statement that the leave is necessary for the employee's own personal serious health condition or to care for a child, spouse, or parent with a serious health condition.
5. When leave is taken on an intermittent basis or on a reduce leave schedule, a statement of the medical necessity and expected duration/schedule of the leave.

This certification must be presented to the human resources department on the approved form within fifteen days of when it was requested. Failure to provide timely certification as required could result in the delay of the employee's requested leave.

As it deems necessary, the Center may require recertification as to the employee's own serious health condition or that of his/her child, spouse, or parent. When leave is taken for an employee's own serious health condition, he/she will be required to submit to a medical examination to determine his/her fitness to return to work.

Upon returning to work after periods of family and medical leave, the employee will be placed in his/her previous position or in an equivalent position, with the same pay, benefits, and working conditions including privileges, prerequisites and status with appropriate seniority, and involving similar skills, effort, responsibility and authority.

The Center's rights and obligations with respect to all items not specifically referred to herein will be governed by the Family and Medical Leave Act's provisions (29 U.S.C. 2601 et seq.) and governing regulations (29 C.F.R. part 825). To the extent the Act or regulations are amended, such amendments will govern the Center's rights and obligations until such time as this administrative regulation is amended to reflect those changes.

IV. FRINGE BENEFITS

A. HEALTH/DENTAL/VISION

The Center provides ~~a health and dental and vision plans~~ for its permanent full-time ~~and permanent part-time~~ employees. The Center currently pays ~~85%~~100% of the ~~subscriber-only~~ premium for permanent full-time employees. ~~Employees will be responsible for any premium costs for higher levels of coverage. and family in cases of head of family. Permanent full-time employees are required to contribute 15% of health and/or dental plan premiums through payroll deduction. The Center pays 45% of the premium for permanent part-time employees and family in cases of head of family. Permanent part-time employees are required to contribute 45% of the health and/or dental plan premiums through payroll deduction. Employees who are eligible for medical insurance benefits and who have dual medical/hospitalization coverage through a spouse's or other non-GCEDC plan may participate in the GCEDC Medical and Dental Buy Back Program and receive an annual cash settlement with proof of enrollment in an alternate healthcare plan.~~

B. HEALTH SAVINGS ACCOUNT

All Center employees who are eligible for health insurance benefits are eligible for a Health Savings Account. A specific employer funded amount, as defined in the Center's Plan Document, will be deposited into the employee's Health Savings Account each year and is not considered taxable income.

C. RETIREMENT

A retirement plan is provided by the Center for its employees under the NYS Employees Retirement System. A non-contributory plan (with the cost borne fully by the Center) is available from the Retirement System to employees who enrolled in the system before July 1, 1976. As of July 1976, all new members of the NYS Retirement System are required to contribute a percentage of their earnings toward their retirement depending on the tier assigned at date of membership. ~~3% of their annual salary.~~ The Center office furnishes informational materials on the various plans provided.

D. SOCIAL SECURITY

The employer share of Social Security coverage for employees is provided by the Center.

E. UNEMPLOYMENT INSURANCE

The Center provides unemployment insurance coverage for its employees.

F. WORKERS' COMPENSATION

The Center provides for the cost of insurance for employees under the NYS Workers' Compensation Law. This insurance provides for payment of medical expenses and part of an employee's income in the event of absence due to accidents and diseases related to employment.

G. DISABILITY BENEFITS

The Center provides insurance for employees under the NYS Disability Benefits Law. Employees contribute .5% of pay, not to exceed a maximum of sixty (60) cents per week, toward the cost of this insurance. New York State Disability Insurance provides benefits for non-occupational disabilities for a maximum of six months.

All active full time employees are eligible to apply for long term disability insurance benefits provided by the Center. The employee's monthly wage or salary determines the basic monthly benefit available and the duration of benefits is dependent upon the insured's year of birth.

The Center pays 85% of the cost of the plan benefits with employees required to pay 15% through weekly payroll deductions.

As with other policies and benefits, the Center reserves the right to change or modify employee benefits at any time in its sole discretion.

V. EMPLOYEE RESPONSIBILITIES

A. PROFESSIONAL CONDUCT

As an employee, you have a definite job to do, and you are expected to fulfill that responsibility during your assigned work hours. Because you are employed by a public Center, you should be particularly aware that you are under public scrutiny. Your work, your conduct, appearance, and professional attitude are all subject to inspection by your employers - the taxpaying public. As public employees, staff members must not only give complete value in return for salaries but must also avoid conduct which might cause embarrassment to or criticism of the Center.

B. SEXUAL HARASSMENT

Sexual harassment is a form of misconduct which undermines an individual's integrity and human dignity and it is a violation of the law. It is the objective of the Center that all employees should be able to enjoy a work environment free from all forms of sexual harassment and the Center strongly opposes and prohibits such misconduct.

Sexual harassment can originate from a person of either sex against a person of the opposite or same sex, and from peers, as well as supervisors. In keeping with our commitment, the Center will not tolerate harassment of any of its employees by anyone, including any supervisor, co-worker, vendor, client or customer. Employees are expected to be familiar with the Center's more detailed policy, which is provided at the time of hire and is available through human resources.

C. PERSONAL AND CENTER VIEWS

Since staff members are hired to assist the Center in its work, they should support the Center's policies. They must not represent their personal views as the Center's. If a staff member ever feels that his or her views are incompatible with the Center's policies, that person should resign.

D. CONFIDENTIALITY OF INFORMATION

It is essential that the operations, activities, and affairs of the Center and its clients are kept confidential to the greatest possible extent. During their employment, employees acquire information that must be handled in strict confidence and may not be disclosed to anyone outside the Center. Employees are also prohibited from engaging in transactions on the basis of information not available to the general public, or dissemination of such information to others who might make use of that knowledge. Any employee violating any part of this policy is subject to discipline, up to and including immediate termination.

E. OUTSIDE EMPLOYMENT

No employee shall engage in any other employment, in private business, or in the conduct of a profession during hours for which he or she is employed to work for the Center, or outside such hours in a manner which adversely affects the employee's service to the Center. Additionally the following requirements must be observed in regard to other employment:

1. The job cannot be one which the Center may be directly or indirectly involved in under its statutory functions.
2. Acceptance of any outside employment will require the advance knowledge and consent of both the Chief Executive Officer and Employee and Compensation Committee unless other arrangements have been negotiated in a pre-employment agreement.

F. PERSONAL BUSINESS

To the greatest extent possible, personal business conducted during the working day is to be limited to an employee's lunch hour. Personal activities include the placing and receiving of personal telephone calls, all business not expressly related to the Center's work program, and personal visits.

VI. GENERAL OFFICE PROCEDURES

No employee of the Center is to utilize the Center's office space, supplies or equipment in connection with personal business unless such utilization is expressly approved by the Employee and Compensation Committee.

A. PURCHASING

Purchasing for the Center will be done by authorization of the Chief Financial Officer or Chief Executive Officer.

B. NEWS AND PUBLICATIONS RELEASES

All news releases will be through the office of the Chief Executive Officer only. The same policy is to be followed in releasing new publications of the Center.

C. CORRESPONDENCE AND MEMORANDUMS

Certain letters written by staff shall be sent out over the signature of the Chief Executive Officer. Such letters include those sent to elected officials of various governments, letters involving Center policies, position statements, commitments, etc.

D. SECRETARIAL SERVICES

All secretarial service requests must be made through the Chief Financial Officer or Operations Manager in order to establish priorities.

E. EXPENSES

The Center will reimburse necessary and reasonable expenses incurred by a staff member while on official business away from the office. All travel must be authorized by the Chief Executive Officer. All out-of-state travel will require the advance approval of the Center's Board of Directors.

Monthly reporting of all direct expenses is necessary to permit recording of expenses for federal/state reimbursement. Receipts for all expenses must accompany claims for reimbursement.

F. NEWS MEDIA RELATIONS

Center professional staff members are free to answer questions from the news media without prior clearance. All information given should be completely accurate and assumed to be "on the record".

Staff members should use sound professional judgment in discussing policy matters. In most cases, it is more appropriate for a Center member or the Chief Executive Officer to be quoted on policy questions. Staff members are to consult with the Chief Executive Officer before initiating contact with the news media and are to report inquiries.

G. OFFICE FILES

The office files, with the exception of personnel files and privileged data of projects in process, are open to the public and the press and may be examined in the office with enough supervision to ensure that they remain intact and in order. Materials are to be lent only in accordance with procedures established by the Operations Manager.

H. REQUESTS FOR CENTER PUBLICATIONS

All reports published by the Center are distributed to Center members, elected officials, and selected governmental entities free of charge. A nominal charge to cover printing, handling, and mailing expenses is charged to all private individuals and organizations.

I. PUBLICATION ACQUISITION

All publications acquired by individual staff members on behalf of the Center, whether paid for or not, belong to the Center. If a staff member is interested in keeping a copy of a report for his or her own, he or she should acquire an additional copy and pay for it if required.

J. FURNITURE AND EQUIPMENT INVENTORY

A current inventory will be maintained on each item of Center furniture and equipment which is not expendable. Each staff member will be accountable for furniture and equipment assigned to him or her. This responsibility implies their safeguarding and financial liability in the event of loss or damage due to negligence. In assessing such a liability, a test of reasonableness and prudent behavior will apply.

K. USE OF CENTER TELEPHONE

Telephone calls in the Center offices are to be used for Center business. While some personal calls may be necessary, such use is to be minimal. No personal long distance calls are to be charged to the Center.

L. CLARIFICATION OF PROCEDURES

All questions relating to Center policies and procedures are to be addressed to the Chief Executive Officer.

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

SEXUAL HARASSMENT POLICY

GENERAL STATEMENT

Sexual harassment is a form of misconduct which undermines an individual's integrity and human dignity and it is a violation of the law. It is the objective of Genesee County Economic Development Center (the "Agency"), that all employees should be able to enjoy a work environment free from all forms of sexual harassment and the Agency strongly opposes and prohibits such misconduct.

Sexual harassment can originate from a person of either sex against a person of the opposite or same sex, and from peers, as well as supervisors. In keeping with our commitment, the Agency will not tolerate harassment of any of its' employees, including any supervisor, co-worker, vendor, client or customer.

DEFINITION

Sexual harassment is conduct that is not welcome, that is personally offensive, that lowers morale and that, therefore, interferes with our work effectiveness.

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as the following:

1. Unwelcome sexual advances;
2. Requests for sexual acts or favors, with or without accompanying promises, threats or reciprocal favors or actions; and
3. Other verbal or physical conduct of a sexual nature made to an employee when submission to such conduct is made either explicitly or implicitly a condition of an individuals' employment; submission to or rejection of such conduct by an individual as a basis for employment decisions; such conduct which has the purpose or effect of substantially interfering with an individual's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Sexually harassing behavior may include but is not limited to explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures and displays of foul or obscene printed or visual material.

Specifically, no person shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development. Physical contact such as touching, pinching, holding, grabbing, hugging, kissing or brushing against another person's body may also constitute sexual harassment. In some cases, sexual harassment may also arise from social interaction when an employee is pressured by a supervisor or another employee to date or socialize.

POLICY ENFORCEMENT

All the Agency's employees are responsible for helping to prevent sexual harassment. Any employee who believes he or she has been sexually harassed should immediately report the incident to his or her immediate supervisor, to the President / CEO, or to the Employment and Compensation Committee. A complaint may also be made by someone who witnessed the harassment, even if he or she was not the target of harassment or retaliation. The complaint may be made orally or in writing and should describe the improper activity, the individuals responsible, any witnesses and any action taken to respond to the situation. The Agency forbids retaliation against anyone who has reported harassment or participates in an investigation of alleged harassment.

The Agency will investigate all complaints thoroughly and promptly. The investigation will be conducted in an impartial manner, and, to the extent possible, the Agency will keep complaints and the terms of their resolution confidential. Both the complaining party and the accused will be advised of the determination and resolution of the complaint. If an investigation confirms that harassment has occurred, the Agency will take appropriate corrective action, which could include counseling, training, discipline, or termination. Non-employees may face the limitation or termination of their affiliation with the Agency, or the limitation or denial of their access to the Agency's premises.

You are reminded that allegations of sexual harassment can be very damaging to the accused and the person reporting the harassment. Therefore, the mention of names and discussions of events MUST not occur except as absolutely necessary to the investigation. Because of the damage that can be done to someone who is falsely accused, any person who in bad faith makes a false report will be subject to discipline or termination.

PRACTICAL SUGGESTIONS

Employees should use common sense in understanding and following the Agency's policy on discrimination and sexual harassment. For example, while not every stray remark or joke that may have sexual content will create a "hostile or intimidating work environment", the fact that someone laughs or does not immediately object to the comment does not justify it. The standard is one of reasonableness. While no one expects to work in a place where everyone walks on "pins and needles", at the same time, no one should be expected to come to work anticipating that sexual comments, jokes, gestures, or innuendos will be a regular part of the working environment.

Impermissible conduct must be corrected as soon as possible. With respect to harassment, many times simply informing someone that their conduct creates an uncomfortable environment is sufficient to correct the situation. Sometimes, however, individuals do not complain because they are afraid of being labeled as overly sensitive. This should not prevent an individual from making a report, particularly if the conduct is on-going. Just because some conduct has been tolerated in the past does not mean that it is appropriate or that it should not now be changed. Remember that certain conduct is impermissible (and unlawful) only when it is "unwelcome", so it is important to let others know when their activities are offensive.

What about office relationships? Consensual conduct between two individuals does not constitute sexual harassment. We know from experience that these relationships can, and do occur when men and women work closely together many hours each week. These relationships, however, create a distinct potential for later problems, particularly where the relationship is between a supervisor or manager and a non-supervisory staff member. If, and when, there is a break in the relationship, one party often feels hurt, and this can lead to problems. In addition, the supervisor, or manager can be perceived by other employees to be giving more favorable treatment to someone that he or she is involved with in a relationship. Accordingly, the Agency urges all individuals to approach such relationships with extreme caution, and strongly discourages such relationships between supervisors or managers and employees under their supervision. The Agency reserves the right to take appropriate action if such a relationship has the potential or actually does interfere with working relationships.

OTHER TYPES OF HARASSMENT OR DISCRIMINATION

This policy has focused primarily on sexual harassment because of the increase in reports and publicity of sexual harassment in the workplace in recent years. The Agency's policy also prohibits unlawful harassment or discrimination based on an individual's race, color, age, religion, national origin, marital status, or disability.

Anyone who experiences or witnesses job-related harassment based on race, color, age, religion, national origin, marital status, or disability should make an oral or written complaint as outlined in this policy. All complaints will be investigated thoroughly and promptly. Together, we can make our workplace one in which everyone is treated with respect and dignity.