



**Meeting Agenda – Audit and Finance Committee**  
 Genesee County Economic Development Center  
 Tuesday, December 3, 2024 – 8:30 a.m.  
 Location: 99 MedTech Drive, Innovation Zone

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session  <b>Presentation:</b> E3Communications  <b>Presentation:</b> Tompkins Insurance	K. Manne  E. Wells  J. Teresi	
2-5	<b>2. Chairman’s Report &amp; Activities</b> 2a. Agenda Additions / Other Business 2b. Minutes: October 22, 2024	K. Manne	Vote
6-44	<b>3. Discussions / Official Recommendations to the Board:</b> 3a. Insurance Renewal	L. Farrell / J. Teresi	Disc / Vote
45-48	3b. October 2024 Financial Statements	L. Farrell	Disc / Vote
49-50	3c. 2025 General Cleaning Services	L. Farrell	Disc / Vote
51-58	3d. Loan Policy Review	L. Farrell	Discussion
59-65	3e. E3Communications Agreement	J. Krencik	Disc / Vote
66-69	3f. Workforce Consultant Contract	C. Suozzi	Disc / Vote
	<b>4. Adjournment</b>	K. Manne	Vote



**GCEDC Audit & Finance Committee Meeting**  
**Tuesday, October 22<sup>nd</sup>, 2024**  
**Location: 99 MedTech Drive, Innovation Zone**  
**8:30 a.m.**

**MINUTES**

**ATTENDANCE**

Committee Members: P. Zeliff, K. Manne, P. Battaglia, M. Gray  
Staff: L. Farrell, M. Masse, E. Finch, L. Casey, P. Kennett, C. Suozzi, J. Krencik  
Guests:  
Absent:

**1. CALL TO ORDER / ENTER PUBLIC SESSION**

K. Manne called the meeting to order at 8:31 a.m. in the Innovation Zone.

**1a. Enter Public Session**

**2. Chairman's Report & Activities**

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

**2b. Minutes: September 3, 2024**

**P. Zeliff made a motion to approve the September 3, 2024, minutes; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

- P. Battaglia- Yes
- M. Gray - Yes
- P. Zeliff - Yes
- K. Manne - Yes

**The item was approved as presented.**

**3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:**

**3a. August 2024 Financial Statements** – L. Farrell reviewed with the Committee the significant items on the long form financial statements for August 2024.

- On the balance sheet, most August balances are comparable to July balances.
- Loans receivable increased. We closed on a loan with LNK Holdings, which was disbursed from the GAIN Loan Fund in August.
- In the operating fund, we received a project origination fee of \$52,500 from the Countryside Apartments project that closed in August.
- There are a few expenses that are over 66-67% of budget, which is where we would anticipate being at this time of the year.

2b

2

- Some of the expenditure line items that were over budget are starting to balance out. We are still over on a couple of line items, including dues and subscriptions and HSA Contributions which are front loaded.
- In the STAMP fund, there is \$250,000 of revenue recognized related to the \$56M FAST NY Grant. GCEDC funds were used to remit payment to NYPA related to the cost reimbursement agreement to enable the restart of work on the substation at STAMP. The GCEDC will be reimbursed \$250,000 from the \$56M FAST NY grant.
- We received \$39.2M of the \$56M FAST NY Grant into our imprest bank account in the beginning of October so we can begin to draw down from this grant.
- In the Batavia Home fund, there is no activity. However, we received information from the second grantee that they are ready to draw. There will be a disbursement from this fund soon.
- Other than the above-mentioned items, there is normal monthly activity.

**M. Gray made a motion to recommend to the full Board the approval of the August 2024 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia- Yes  
M. Gray - Yes  
P. Zeliff - Yes  
K. Manne – Yes

**The item was approved as presented.**

**3b. September 2024 Financial Statements** – L. Farrell reviewed with the Committee the significant items on the long form financial statements for September 2024.

- Unrestricted cash increased by about \$4.5M. We received project origination fees for five projects that closed in September. We also collected \$1.39M under Real Estate Development and Management in net land sale proceeds for the Remlap and GE Bergen land sales at AppleTree Acres.
- Related to the land sales (Lines 26-39) on the balance sheet, we wrote off all the land at AppleTree Acres. There are 1-2 acres of undevelopable land remaining but there is no value remaining on our books.
- Accounts receivable non-current increased by \$4.5M. We will receive \$400K over the next four years from the GE Bergen project and \$4.125M over the next 15 years (\$275K/year) from the Hecate Cider Solar project for project origination fees termed out.
- On the income statement, project origination fees recorded are almost \$7.7M but some of that is a receivable. We closed on GE Bergen, Hecate Solar, Graham, CDG Genesee 1 and CDG Genesee 4 in September.
- The Real Estate Development Fund shows land proceeds of \$1.39M and cost of sales of \$439,000, which is the value of the land written off the books. The negative \$56 seen on this statement is a credit for special district fees at closing.
- Other than the above-mentioned items, there is normal monthly activity.

**P. Battaglia made a motion to recommend to the full Board the approval of the September 2024 Financial Statements as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

P. Battaglia- Yes  
M. Gray - Yes  
P. Zeliff - Yes  
K. Manne – Yes

**The item was approved as presented.**

**3c. GCEDC 1+3 Budget** – L. Farrell presented the 1+3 budget to the Committee for review. The 2025 Budget was approved at the last Board meeting. The budget was then extended for another 3 years. The 1+3 Budget must be entered into the NYS Public Authorities Reporting Information System (PARIS) online. It was noted that most line items show a 3% increase year over year. The line items with an asterisk are those that could be estimated more accurately as more information was available or schedules were utilized.

In previous years, the Committee had noted that given market conditions, an estimated 3% increase year over year may not be sufficient. L. Farrell shared that the consumer price index is currently 3.4%. She also noted that this is simply a forecast and not a formal approval of the budgets for the years 2026-2028.

**P. Zeliff made a motion to recommend to the full Board the approval of the GCEDC 1+3 Budget as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia- Yes  
M. Gray - Yes  
P. Zeliff - Yes  
K. Manne – Yes

**The item was approved as presented.**

**3d. 12/31/24 Audit Services** – In 2022, the GCEDC and its affiliated corporations issued a joint Request for Proposals (RFP) for Professional Auditing Services. The RFP requested services for three audit years from January 1, 2022 to December 31, 2024, with an option of contracting for an additional two years (2025-2026). The Board approved a 3-year engagement with Mostert, Manzanero & Scott, LLP. L. Farrell noted that the fee for 2024 audit services will be \$10,700. The engagement letter includes an option to add on a Single Audit if necessary for an additional fee.

The Committee stated that at the conclusion of this year's audit, they would like to discuss their options for audit services going forward.

**P. Battaglia made a motion to recommend to the full Board the approval of the 12/31/24 Audit Services with Mostert, Manzanero & Scott as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

P. Battaglia- Yes  
M. Gray - Yes  
P. Zeliff - Yes  
K. Manne – Yes

**The item was approved as presented.**

**3e. Copier Lease** - The staff collected quotes from 4 vendors as our current copier lease is set to expire on November 25<sup>th</sup>, 2024. After comparing all the quotes received, it is staff's recommendation to enter into an agreement with Toshiba for a 63-month copier lease at a rate of \$169.69/month plus \$.039/color page and \$.0059/black and white page. This copier will also allow the staff to work towards paperless filing, by converting PDFs into Word/Excel documents and creating searchable PDFs.

**P. Battaglia made a motion to recommend to the full Board the approval of the Copier Lease with Toshiba as presented; the motion was seconded by P. Zeliff. Roll call resulted as follows:**

- P. Battaglia- Yes
- M. Gray - Yes
- P. Zeliff - Yes
- K. Manne – Yes

**The item was approved as presented.**

**3f. Land Lease Rates** – M. Masse presented the proposed schedule for the land lease rates that were included with the meeting materials.

**Fund commitment:** None.

Lessee	Location	Term	Rate / acre
Stein Farms	Oatka Hills	One year	\$ 75.00
Englerth Farms	Leroy	One year	\$ 75.00
Norm Geiss	STAMP	One year	\$ 75.00
Lamb Farms	STAMP	One year	\$ 80.00
Lamb Farms	STAMP	One year	\$ 3.98

The Committee recommended that all lease rates should be \$80/acre, excluding the Lamb Farms lease that is \$3.98/acre.

**P. Zeliff made a motion to recommend to the full Board the approval of the Land Lease Rates with the above-mentioned change; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

- P. Battaglia- Yes
- M. Gray - Yes
- P. Zeliff - Yes
- K. Manne – Yes

**The item was approved as presented.**

**4. ADJOURNMENT**

As there was no further business, M. Gray made a motion to adjourn at 8:56 a.m., seconded by P. Battaglia and passed unanimously.

2b

5

## **GCEDC**

Lezlie Farrell – Finance & Operations  
**Audit & Finance Committee Report**  
**December 3, 2024**

### **Insurance Renewal**

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

Tompkins has also included Umbrella Policy quotes on the year over year comparison.

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

# Renewal Comparison



## Genesee County Industrial Development Agency

January 1, 2025 - January 1, 2026

### PREMIUM ANALYSIS

	Renewal: 2025-2026	Expiring: 2024-2025
Commercial Property	\$10,851.76	\$10,519.60
Inland Marine	\$100.00	\$100.00
General Liability	\$62,759.00	\$58,674.00
Crime	\$60.00	\$60.00
Automobile	\$510.00	\$488.00
<b>TOTAL SELECTIVE PACKAGE</b>	<b>\$74,280.76</b>	<b>\$69,841.60</b>
Worker's Compensation	\$3,817.00	\$3,779.00
\$5M Umbrella	\$33,701.00	\$32,719.00
\$5M Excess Umbrella - Cincinnati	\$15,000.00	\$9,265.00
\$5M Excess Umbrella - PMI (optional quote)	\$12,500.00	
<b>FINAL PREMIUM</b>	<b>\$124,298.76</b>	<b>\$115,604.60</b>

3a

7

*This summary is for informational purposes only. This is not a policy. Please refer to your policy for coverage terms and conditions.*

# SELECTIVE

BE UNIQUELY INSURED<sup>SM</sup>

Quotation of Commercial Insurance

**Prepared for:**

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



**Presented By:**

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

Proposal Print Date: 10/29/2024



# SELECTIVE

BE UNIQUELY INSURED<sup>SM</sup>

Quotation of Commercial Insurance  
Governmental  
Renewal

**Prepared for:**

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



**Presented By:**

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

Proposal Print Date: 10/29/2024  
Underwritten By:  
Selective Way Insurance Company

3a

9

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.

3a

10



# 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 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 superior customer experience.

Headquartered in Branchville, New Jersey since 1926, Selective employs a diverse workforce of engaged professionals. As one of the largest U.S. property & casualty groups, Selective is a super-regional Commercial and Personal Lines insurance carrier, writes Excess & Surplus Lines in 50 states, and is one of the largest “Write Your Own” insurance carriers 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™ by Great Place to Work® and Forbes.

**SELECTIVE**  
BE UNIQUELY INSURED®

© 2024 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at [selective.com/about/affiliated-insurers.aspx](https://selective.com/about/affiliated-insurers.aspx). SI-24-238

3a

11



# 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.



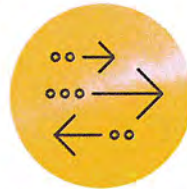
## Online Training from the Experts

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





# 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.



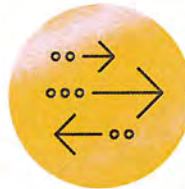
## Slip, Trip, and Fall Assessment

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.



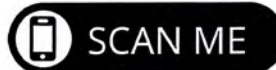
## Contractors Completed Operations Assessment

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



# WHAT YOU CAN EXPECT AS A SELECTIVE CUSTOMER

## Prior To Policy Issued

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

## As A Selective Customer

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



### EXCEPTIONAL SERVICE



#### Unique Policy Add-Ons

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



#### “A+” Superior Rating

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



#### Flexible Payment Options

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



#### Be In The Know

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

### VALUE BEYOND COVERAGE



#### Safety Management

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



#### NT24

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



#### Praesidium

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



#### Security Mentor

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

### INSURANCE AT YOUR CONVENIENCE



#### MySelective Online Account

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



#### Award-Winning Mobile App

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

LEARN MORE  
ABOUT SELECTIVE!  
selective.com



**SELECTIVE**  
BE UNIQUELY INSURED®

f | @ | in | t | v  
selective insurance



Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

**Table Of Contents**

	<u>Page #</u>
Premium Summary.....	10
Location Schedule.....	11
Property.....	12
Crime Fidelity.....	13
Inland Marine.....	14
General Liability.....	14
Automobile.....	19
Billing Information.....	20
Terrorism (Certified Acts) Information.....	21
IN0587 1220.....	Appendix I
IN0234 0223.....	Appendix II
IN1012 1021.....	Appendix III
IN1013 1021.....	Appendix IV
IN1143 1123.....	29
SelectPac Property Extension Endorsement.....	Appendix VI
Crime SelectPac Endorsement.....	Appendix VII
ElitePac General Liability Extension Endorsement.....	Appendix VIII
ElitePac Commercial Auto Extension Endorsement.....	Appendix IX

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.

3a

16



Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

**Premium Summary**

<u>Coverage</u>	<u>Premium</u>
Property	\$10,851.76
Crime Fidelity	\$60.00
Inland Marine	\$100.00
General Liability	\$62,759.00
Automobile	\$510.00
<b>Total Premium</b>	<b>\$74,280.76</b>

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



Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

**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 li	BATAVIA	NY	14020
017	001	805 LEWISTON RD	BASOM	NY	14013

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

3a

18

Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

**Property**

Policy Level

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

Optional Coverages/Extensions

Limit

Premium

SelectPac Property Extension Endorsement

\$472.00

**Systems Power Pac Clas Rated Deductibles**

Combined All Coverages Ded: Follows Property Deductible

Location Level

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

<u>Coverage</u>	<u>Limit</u>	<u>Premium</u>
Building	9,154,323	\$7,232.00
Replacement Cost		
Agreed Value		
Business Pers Prop - Business Personal Property	113,779	\$310.00
Replacement Cost		
Business Income with Extra Expense	640,000	\$851.00
Coinsurance 80 %		
Business Income including Rental Value		
waiting period- 72 hours		
Systems Power Pac		\$1,743.00
<b>Location 004/001 - Total Premium</b>		<b>\$10136</b>

Other

NY Fire Tax \$20.76  
Terrorism Premium (Certified Acts) \$223.00

**Total Property Premium**

**\$10,851.76**

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.

3a

19



Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

**Crime Fidelity**

Policy Level

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

Location Level

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

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

**Total Crime Fidelity Premium \$60.00**

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

3a

20



Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

**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	\$86.00

Other

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

**General Liability**

Policy Level

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

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

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

3a

21

Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

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 28.311)	28	\$793.00

**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 28.311)	36	\$1,019.00

**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 28.311)	3	\$85.00

**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 386.866)	38,900	\$15,049.00

**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 1292.533)	3,100	\$4,007.00

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.

3a

22

Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 6.084)	IF ANY	--
Products/Completed Operations (Final Rate 2.937)	IF ANY	--

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 28.311)	58	\$1,642.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 31.141)	1	\$31.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 31.141)	1	\$31.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 31.141)	1	\$31.00

**Location Level**

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

3a

23

Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 31.141)	1	\$31.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 31.141)	1	\$31.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 31.141)	1	\$31.00

**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 4.070)	77	\$313.00

**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 4.070)	2	\$8.00

**Location Level**

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

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

3a

24





Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 39.918)	665	\$26,545.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 39.636)	267	\$10,583.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 28.311)	21	\$595.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 31.141)	1	\$31.00

<b>Total General Liability Premium</b>	<b>\$62,759.00</b>
--	--------------------

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

3a

25

Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

**Automobile**

**Policy Level**

<u>Coverage</u>	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Liability Limit Type CSL			
- Liability	8,9	1,000,000	
Non-Owned Employee Count		8	\$452.00
ElitePac Commercial Auto Extension Endorsement			\$25.00

**State Level Coverages (NY)**

<u>Coverage</u>	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Excess Hired		IF ANY	\$33.00

**Total Automobile Premium \$510.00**

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.

3a

26

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

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

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

### Manage Your Account Your Way with MySelective

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

There are two ways to get started:

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

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

### PaySync® Flexible Payment Program

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

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

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

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

Quotation of Commercial Insurance

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

Quote # 40290200

Policy Period: 01/01/25 to 01/01/26

**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 \$223.00.**

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

**TERRORISM - CERTIFIED ACTS: \$2,571.00**

**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.

3a

78

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

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

**Offer of Coverage:**

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

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

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

**Disclosure of Premium:**

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

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

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

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

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

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

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

# PRAESIDIUM

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

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

### WHO IS PRAESIDIUM?

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

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

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

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

**Check Facts:** Aliases, DOBs, and address history all drive research and help to paint a complete picture.

**Search Wide:** Multi State criminal and national sex offender databases will identify the unexpected.

**Search Deep:** Targeted county level searches will give real-time information where records are most likely to be found.

**Ask Questions:** References can provide insights on behavior and clues to non-criminal boundary issues.

## WHO SHOULD YOU SCREEN, AND HOW OFTEN?

**New Hires/Volunteers:** A thorough, consistently applied background screening process at the time of hire is your first and best opportunity to identify the problem.

**Seasonal Hires/Volunteers:** Seasonal staff present a unique risk because you don't see them for months at a time, but it's often not practical to complete a full new hire process each season. An annual check-in plan is key.

**Re-Screening:** Conducting targeted checks on your full-time employees at least every 3 years helps you identify issues before they impact your organization.

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

3a

31

**BACKGROUND SCREENING FOR SELECTIVE INSURED**

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

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

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

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

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

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

3a

32



**PRAESIDIUM**

**PREVENTING ABUSE TOGETHER**

**PRAESIDIUM'S MISSION:**

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

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

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

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

**PRAESIDIUM'S SCIENTIFIC METHODOLOGY**

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

**WHO IS PRAESIDIUM?**

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

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

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

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

3a

33

# PRAESIDIUM

---

## FEATURED SERVICES

---

### Products and services offered to Selective Insureds:

- **MODEL POLICIES**

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

- **SCREENING AND SELECTION TOOLKIT**

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

- **PRAESIDIUM ACADEMY LEARN TO PROTECT SYSTEM**

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

- **DISCOUNTED BACKGROUND SCREENING**

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

Sign up for our

complimentary tip of the month emails by going to:

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

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

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

**PRAESIDIUM**

**PROTECTING VULNERABLE POPULATIONS WITH TRAINING**

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

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

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

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

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

**COMPLIMENTARY  
PRAESIDIUM ACADEMY  
ACCESS FOR  
SELECTIVE INSURED**

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

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

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

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.

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.

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.

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

## **IMPORTANT NOTICE TO POLICYHOLDERS STATEMENT OF VALUES**

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISION OF THE POLICY SHALL PREVAIL.

### **REGARDING YOUR COVERAGES, LIMITS, AND VALUATIONS**

A Statement of Values is your official acknowledgment and agreement that all coverages, limits, and valuations provided by your policy are adequate and accurate. Selective Insurance previously required you to submit an updated Statement of Values for each renewal term. Selective Insurance is no longer requiring an annual Statement of Values.

You are responsible for selecting the appropriate amount of coverage to ensure limits are accurate and adequate. Please refer to the Quote Summary or Declarations to review your coverages, limits, and valuations which will now serve as the Statement of Values for the associated policy term. Contact your agent for any needed changes.

## 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

## 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

3a

## SelectPac Property Extension

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

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

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

## 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.

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

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



## ElitePac® General Liability Extension Endorsement

The following forms/coverages are included:

- CG 73 00 (or CG 73 00NY, CG 73 00FL, CG 73 00GA) 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

3a

41

## ElitePac® General Liability Extension Endorsement

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

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

©2024 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at [selective.com/about/affiliated-insurers.aspx](https://selective.com/about/affiliated-insurers.aspx).

3a

42

# COVERAGE SUMMARY



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

The following forms are included:

- CA 7809NY ElitePac<sup>®</sup> Commercial Automobile Extension
- CA 7816NY Schedule ElitePac<sup>®</sup> Commercial Automobile Extension

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

3a

43

# COVERAGE SUMMARY

**SELECTIVE**  
BE UNIQUELY INSURED®

## ElitePac® Commercial Auto Extension Endorsement

Coverage	Limit
<b>Amendments To Section III – Physical Damage Coverage, Continued</b>	
Auto Loan/Lease Gap Coverage (N/A in New York) – includes unpaid amount due on lease or loan, with exceptions	Included
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 deductible applies if tracking device aided in recovery of the auto	Included
Physical Damage Limit Of Insurance – removes restriction related to betterment and sublimit of \$1,000 for electronic equipment	Included
Green Automobile Replacement Coverage	10% up to \$3,000 per “auto”, \$10,000 maximum per loss”
<b>Amendments To Section IV – Business Auto Conditions</b>	
Duties In The Event of Accident, Claim, Suit or Loss – this condition does not apply unless certain persons have knowledge of the accident, claim, suit or loss	Included
Waiver of Subrogation – blanket waiver when liability has been assumed under an insured contract	Included
Multiple Deductibles – if two or more covered autos involved in loss, only the highest applicable deductible applies	Included
Concealment, Misrepresentation or Fraud – coverage not denied if named insured unintentionally fails to disclose existing hazard	Included
Policy Period, Coverage Territory – covers any type of covered auto hired without a driver for 30 days or less anywhere in the world	Included
Two or More Coverage Forms or Policies Issued By Us – Deductibles - only the highest applicable deductible will apply subject to a minimum deductible of \$50; a minimum \$100 Collision deductible applies to private passenger autos.	Included
<b>Amendments To Section V – Definitions</b>	
Bodily Injury Including Mental Anguish (N/A in New York)	Definition
Coverage Territory – Broadened Definition	Included

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

©2023 Selective Ins. Group, Inc., Branchville, NJ. Products vary by jurisdiction, terms, and conditions and are provided by Selective Ins. Co. of America and its insurer affiliates. Details at [selective.com/about/affiliated-insurers.aspx](https://selective.com/about/affiliated-insurers.aspx).

3a

44

**Genesee County Economic Development Center**  
**Dashboard - October 2024**  
**Balance Sheet - Accrual Basis**

DRAFT

	<u>10/31/24</u>	<u>9/30/24</u>	<u>[Per Audit]</u> <u>12/31/23</u>
<b>ASSETS:</b>			
Cash - Unrestricted	\$ 9,619,327	\$ 9,597,158	\$ 10,846,767
Cash - Restricted (A) (1)	45,929,709	6,596,886	7,706,743
Cash - Reserved (B) (2)	5,241,603	5,234,565	672
Cash - Subtotal	<u>60,790,639</u>	<u>21,428,609</u>	<u>18,554,182</u>
Grants Receivable (3)	327,662	322,911	78,079
Accounts Receivable - Current (4)	407,918	97,613	71,433
Interest Receivable	85,869	49,469	51,255
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (5)	16,580	24,111	46,848
Loans Receivable - Current	62,198	62,940	55,005
<b>Total Current Assets</b>	<u><b>61,693,698</b></u>	<u><b>21,988,485</b></u>	<u><b>18,859,634</b></u>
Land Held for Dev. & Resale (6)	24,684,476	24,680,725	24,143,667
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	<u>24,755,733</u>	<u>24,751,982</u>	<u>24,214,924</u>
Less Accumulated Depreciation	<u>(70,384)</u>	<u>(70,330)</u>	<u>(69,838)</u>
<b>Net Property, Plant &amp; Equip.</b>	<u><b>24,685,349</b></u>	<u><b>24,681,652</b></u>	<u><b>24,145,086</b></u>
Accounts Receivable- Noncurrent (7)	4,150,000	4,525,000	-
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	124,623	129,979	81,163
Right to Use Assets, Net of Accumulated Amortization	32,431	32,431	32,431
<b>Other Assets</b>	<u><b>4,307,054</b></u>	<u><b>4,687,410</b></u>	<u><b>113,594</b></u>
<b>TOTAL ASSETS</b>	<u><b>90,686,101</b></u>	<u><b>51,357,547</b></u>	<u><b>43,118,314</b></u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (12)	392,573	392,573	392,573
<b>Deferred Outflows of Resources</b>	<u><b>392,573</b></u>	<u><b>392,573</b></u>	<u><b>392,573</b></u>
<b>LIABILITIES:</b>			
Accounts Payable (8)	191,168	67,627	466,773
Loan Payable - Genesee County - Current (9)	325,000	325,000	315,000
Accrued Expenses	83,079	71,153	34,859
Lease Payable - Current	12,307	12,307	12,307
Customer Deposits - Local Labor Reporting	93,045	93,045	18,505
Unearned Revenue (10)	44,770,305	5,570,223	6,291,340
<b>Total Current Liabilities</b>	<u><b>45,474,904</b></u>	<u><b>6,139,355</b></u>	<u><b>7,138,784</b></u>
Loans Payable - ESD (11)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (9)	2,185,000	2,185,000	2,510,000
Lease Payable - Noncurrent	5,604	5,604	5,604
Net Pension Liability (12)	512,048	512,048	512,048
<b>Total Noncurrent Liabilities</b>	<u><b>7,899,139</b></u>	<u><b>7,899,139</b></u>	<u><b>8,224,139</b></u>
<b>TOTAL LIABILITIES</b>	<u><b>53,374,043</b></u>	<u><b>14,038,494</b></u>	<u><b>15,362,923</b></u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (12)	40,527	40,527	40,527
<b>Deferred Inflows of Resources</b>	<u><b>40,527</b></u>	<u><b>40,527</b></u>	<u><b>40,527</b></u>
<b>NET ASSETS</b>	<u><b>\$ 37,664,104</b></u>	<u><b>\$ 37,671,099</b></u>	<u><b>\$ 28,107,437</b></u>

**Significant Events:**

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M, \$33M and \$56M STAMP grants. \$39.2M deposit received in October related to the \$56M FAST NY grant. Expenditures out of these accounts are pre-authorized by ESD.
2. Reserved Cash YTD - \$5.27M has been internally reserved as matching funds related to the FAST NY grant supporting STAMP development.
3. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park; EDC funds were used to remit payment to NYPA to enable work on STAMP substation - will be reimbursed by ESD FAST NY grant funds.
4. Accounts Receivable - Current - Econ. Dev. Program Support Grant, MedTech Centre Property Management, current portion of the termed out project origination fees from GE Bergen (\$100K) and Hecate Solar (\$275K) that will be collected within the next 12 months, misc.
5. Prepaid Expense(s) - Workers compensation, cyber, D&O, life, umbrella, general liability insurance, misc.
6. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
7. Accounts Receivable - Noncurrent - Termed out project origination fees from GE Bergen and Hecate Solar that will not be collected within 12 months from the Balance Sheet date.
8. Accounts Payable - e3communications, interest earned on imprest accounts that will be remitted to ESD, Yancey's Fancy PIF payment that will be remitted to the Town of Pembroke, RJ Properties (Liberty Pumps) PIF payment that will be remitted to the Town of Bergen, misc.
9. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
10. Unearned Revenue - Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
11. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
12. Deferred Pension Outflows / Deferred Pension Inflows / Net Pension Liability - Accounts related to implementation of GASB 68.

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

(B) Reserved Cash = RLF #1 Funds (defederalized), FAST NY Grant Matching Funds, Local Labor Reporting Deposits.

**Genesee County Economic Development Center  
Dashboard - October 2024  
Profit & Loss - Accrual Basis**

**DRAFT**

	Month to Date		YTD		2024	2024
	10/31/24	10/31/23	2024	2023	Board Appr.	YTD %
					Budget	of Budget
<b>Operating Revenues:</b>						
Genesee County	\$ 19,459	\$ 19,459	\$ 194,591	\$ 194,591	\$ 233,513	83%
Genesee County - WFD	2,083	2,083	20,831	20,831	25,000	83%
Fees - Projects (1)	32,125	1,025,625	8,296,283	1,504,074	488,000	1700%
Fees - Services	7,347	7,262	73,471	72,620	88,168	83%
Interest Income on Loans	201	167	1,531	1,849	1,590	96%
Rent	1,500	500	13,229	11,757	28,809	46%
Common Area Fees - Parks	-	-	803	391	410	196%
Grants (2)	119,100	755,679	1,644,861	2,329,164	9,104,847	18%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	250,000	250,000	300,000	83%
GCFC Grant - Econ. Dev. Program Support	-	-	-	-	-	N/A
Land Sale Proceeds (3)	-	4,600,000	1,390,000	4,600,000	-	N/A
BP <sup>2</sup> Revenue	-	-	11,431	1,714	70,864	16%
Other Revenue	1,293	173	9,641	5,605	5,800	166%
<b>Total Operating Revenues</b>	<b>208,108</b>	<b>6,435,948</b>	<b>11,906,672</b>	<b>8,992,596</b>	<b>10,347,001</b>	<b>115%</b>
<b>Operating Expenses</b>						
General & Admin (4)	127,747	329,838	1,850,890	1,404,574	1,675,970	110%
Professional Services	6,325	65	91,235	62,260	172,770	53%
Site Maintenance/Repairs	1,389	3,828	28,090	7,852	38,500	73%
Property Taxes/Special District Fees	-	(80)	4,130	5,195	5,615	74%
BP <sup>2</sup> Expense	-	-	-	-	31,432	0%
PIF Expense	114,349	14,813	177,366	62,975	156,294	113%
Grant Expense - Batavia Home Fund	-	-	2,750	-	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense (5)	100	2,991	163,837	935,678	7,916,697	2%
Cost of Land Sales (3)	25,000	870,333	490,964	870,333	-	N/A
Real Estate Development (6)	3,751	636,253	980,048	1,842,706	716,803	137%
Balance Sheet Absorption	(3,751)	(636,253)	(980,048)	(1,842,706)	-	N/A
<b>Total Operating Expenses</b>	<b>274,910</b>	<b>1,221,788</b>	<b>2,809,262</b>	<b>3,348,867</b>	<b>10,714,081</b>	<b>26%</b>
<b>Operating Revenue (Expense)</b>	<b>(66,802)</b>	<b>5,214,160</b>	<b>9,097,410</b>	<b>5,643,729</b>	<b>(367,080)</b>	
<b>Non-Operating Revenue</b>						
Other Interest Income (7)	59,807	34,016	459,257	199,939	128,000	359%
<b>Total Non-Operating Revenue</b>	<b>59,807</b>	<b>34,016</b>	<b>459,257</b>	<b>199,939</b>	<b>128,000</b>	<b>359%</b>
<b>Change in Net Assets</b>	<b>(6,995)</b>	<b>5,248,176</b>	<b>9,556,667</b>	<b>5,843,668</b>	<b>\$ (239,080)</b>	
<b>Net Assets - Beginning</b>	<b>37,671,099</b>	<b>22,583,932</b>	<b>28,107,437</b>	<b>21,988,440</b>		
<b>Net Assets - Ending</b>	<b>\$ 37,664,104</b>	<b>\$ 27,832,108</b>	<b>\$ 37,664,104</b>	<b>\$ 27,832,108</b>		

**Significant Events:**

1. Fees Projects - Rochester Davis Fetch (9 Lent Ave, LLC), YTD includes LNK Holdings, Inc, MedTech Landing, Oak Orchard Solar, Countryside Apartments, AES Rt 5 Storage Solar, Graham, GE Bergen, Hecate Solar, NY CDG Genesee #1 & #4.
2. Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke, \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County, National Grid grant supports marketing and development activities for STAMP; ESD \$33M, \$8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Land Sale Proceeds / Cost of Land Sales YTD - Two land sales closed in September at Apple Tree Acres (GE Bergen and Remlap), broker fee on Remlap land sale.
4. General & Admin Expense - YTD includes FAST NY Grant 1% commitment fee (\$560K).
5. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.

**Genesee County Economic Development Center  
October 2024 Dashboard  
Statement of Cash Flows**

DRAFT

	October 2024	YTD
<b>CASH FLOWS PROVIDED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 32,125	\$ 247,433
Fees - Projects	22,042	3,829,200
Fees - Services	21,542	65,626
Interest Income on Loans	283	1,698
Rent	1,500	14,729
Common Area Fees - Parks	-	803
Grants	39,314,349	39,853,147
BP <sup>2</sup> Revenue	-	11,431
GGLDC Grant - Economic Development Program Support	75,000	225,000
Other Revenue	1,293	9,642
Repayment of Loans	6,098	49,347
Net Land Sale Proceeds	(25,000)	1,338,275
Issuance of Loans	-	(100,000)
Customer Deposit	-	74,540
General & Admin Expense	(108,236)	(1,773,506)
Professional Services	(6,325)	(130,000)
Site Maintenance/Repairs	(1,389)	(28,090)
Site Development	(100)	(260,956)
Property Taxes/Special District Fees	-	(4,130)
Grant Expense	-	(2,750)
PIF Expense	-	(63,017)
Improv/Additions/Adj to Land Held for Development & Resale	(3,751)	(1,292,168)
Net Cash Provided By Operating Activities	39,329,431	42,066,254
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(315,000)
Net Cash Used By Noncapital Financing Activities	-	(315,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	32,599	485,203
Net Change in Cash	39,362,030	42,236,457
Cash - Beginning of Period	21,428,609	18,554,182
Cash - End of Period	\$ 60,790,639	\$ 60,790,639
<b>RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Operating Revenue (Expense)	\$ (66,802)	\$ 9,097,410
Depreciation Expense	54	546
(Increase) Decrease in Operating Accounts/Grants Receivable	59,944	(4,736,068)
Decrease in Prepaid Expenses	7,531	30,268
(Increase) Decrease in Loans Receivable	6,098	(50,653)
Increase in Land Held for Development & Resale	(3,751)	(540,809)
Increase (Decrease) in Operating Accounts Payable	114,349	(336,165)
Increase in Accrued Expenses	11,926	48,220
Increase in Unearned Revenue	39,200,082	38,478,965
Increase in Customer Deposits	-	74,540
Total Adjustments	39,396,233	32,968,844
Net Cash Provided By Operating Activities	\$ 39,329,431	\$ 42,066,254



## **GCEDC**

Lezlie Farrell – Finance & Operations  
**Audit & Finance Committee Report**  
December 3, 2024

### **Cleaning Services**

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

Commercial Cleaning Services of Western New York, Inc., the current company being used, has been offering a competitive price and we are satisfied with the services. New quotes were not obtained for 2024 or 2025 services. We anticipate getting quotes for cleaning services every three years.

**Fund Commitment:** Up to \$8,000; included in the 2025 GCEDC Budget.

**Action Requested:** Staff is requesting a recommendation from the Committee to continue this contract for 2025 cleaning services at a cost not to exceed \$8,000 for the year, plus reimbursement for supplies.

**Cleaning Quotes for 2023 Services**

**Franchise?**

**Quote for Office Space  
(GCEDC)**

**Quote for Common Area  
(GGLDC)**

**Other Notes:**

Pro-Kleen	No	\$1800.00 Per Month	\$3600.00 Per Month	Auto-Scrubber
**Commercial Cleaning Services of Western NY, Inc. (currently paying)	No	\$450.00 Per Month	\$1133.00 Per Month	Auto-Scrubber
Top Choice Cleaning Services	No	\$738.71 Per Month	\$1551.91 Per Month	Floor Machine
WNY Regional Cleaning Company			Not bidding on temporary accounts that take bids regularly.	

**Cleaning Quotes for 2024 Services**

**Commercial Cleaning Services of Western NY, Inc. (currently paying)	No	\$619.52 Per Month	\$1340.56 Per Month	Auto-Scrubber
--	----	--------------------	---------------------	---------------

**Cleaning Quotes for 2025 Services**

**Commercial Cleaning Services of Western NY, Inc. (currently paying)	No	\$640.47 Per Month	\$1407.58 Per Month	Auto-Scrubber
--	----	--------------------	---------------------	---------------

12/3/2024

**GCEDC Approval:**

**\*\*Staff recommends Commercial Cleaning Services of Western NY, Inc. to continue services in 2025, not to exceed \$8,000.**

**GGLDC Approval:**

**\*\*Staff recommends Commercial Cleaning Services of Western NY, Inc. to continue services in 2025, not to exceed \$18,700 plus cleaning and bathroom supplies.**

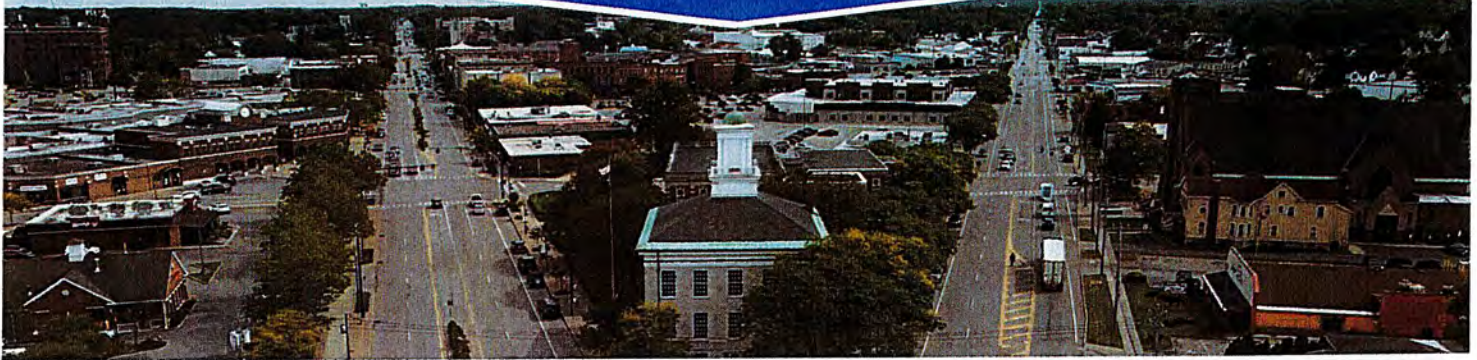
- General Cleaning Services of the Common area at MedTech Centre.	\$16,900.00
- Tile / grout cleaning (Common area bathrooms)	\$600.00
- Floor waxing of the common areas.	\$1,200.00
	<hr/>
	\$18,700.00

\*No changes can be made\*

	GCEDC	GCEDC	GGLDC	GGLDC
	GAIN Loan Fund	Revolving Loan Fund #1) (RLF	Economic Development Loan Fund (RLF #2)	Batavia Metropolitan Area Community Redevelopment Fund
Purpose	· A low-interest loan fund to capitalize agriculture and related businesses that are adopting new technologies, diversifying or expanding.	· Generally a conventional loan fund offering "friendly debt vis a' vis friendly interest rates and terms" to established business enterprises seeking "gap financing in support of business expansion, retention or attraction investments. Exceptions will be considered on a case by case basis related to strategic business or industry opportunities.	· Generally a conventional loan fund offering "friendly debt vis a' vis friendly interest rates and terms" to established business enterprises seeking "gap" financing in support of business expansion, retention or attraction investments. Exceptions will be considered on a case by case basis related to strategic business or industry opportunities.	· A low interest loan fund to foster investments in business districts across the Batavia Metropolitan area which facilitates redevelopment of underutilized building and sites including adaptive reuse projects including mixed-use projects that may include a housing component. · To foster additional economic development projects in downtowns and core business district areas enabling GCEDC project participation.
Funding	In 2016, the GCEDC entered into an agreement whereby the GCEDC is acting as a sub-recipient to the Genesee/Finger Lakes Regional Planning Council (G/FLRPC) for a portion of a \$3M Empire State Development (ESD) grant. Under the agreement with the G/FLRPC, the GCEDC is authorized to administer a GAIN! Loan Fund for the purpose of lending funds to eligible agricultural businesses in Genesee County.	RLF #1 was established with grant funds that Genesee County received from the federal Small Cities Program in 1985 and 1986. Since 1985, the GCEDC has administered the fund pursuant to a perpetual agreement with the County and in accordance with Community Development Block Grant (CDBG) guidelines. These funds were defederalized in 2009 and are no longer subject to CDBG guidelines.	RLF #2 was established with funds that Genesee County received in 2003 from a \$650,000 New York Governor's Office for Small Cities Grant. Under an agreement with Genesee County, GCEDC authorized to administer the loan fund for the purpose of lending funds to eligible business firms in Genesee County that will create or retain employment. An amended agreement was entered into with Genesee County in 2012 restricting GCEDC's use of the related funds to necessary administrative costs as part of the defederalization process. Future loan requests will be submitted to the County for approval and funds will be redirected to the Genesee Gateway Local Development Corporation for loan disbursement. * All funds have been redirected to the GGLDC as of February 2019. *	Strategic Investments from Genesee County EDC's affiliate, Genesee Gateway Local Development Corporation
Fund Value at 10/31/24	Cash = \$280,648.02 Loans Rec = \$234,249.76	Cash = \$0 Loans Rec = \$0 Due from other Funds = \$914, 035	Cash = \$598,436.39 Loans Rec = \$276,042.65	Cash = \$345,427.53 Loans Rec = \$241,437.86
Key Decision Criteria	Job creation; farm diversification including value-added agricultural products; farm-based retail/wholesale (farm markets, wineries, distilleries); investment in new technology including renewable energy projects, production, harvesting equipment; increase the amount of land in productive agriculture use; growth in net revenue for agricultural enterprises; leveraging other sources of funding; projects that produce secondary economic multipliers			Scope of planned redevelopment, impact on business district/neighborhood, level of investment, long term tax base enhancement, jobs (indirect)
Minimum Loan	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Maximum Loan	\$200,000.00	\$150,000.00	\$200,000.00	\$200,000.00
Interest Rate	1%	Variable; Prime at the time of the loan commitment provided closing within 60 calendar days, otherwise interest rate set at closing; 3% Floor; readjusted annually (January)	Variable; Prime at the time of the loan commitment provided closing within 60 calendar days, otherwise interest rate set at closing; 3% Floor; readjusted annually (January)	Variable; Prime; 3% Floor; readjusted annually (January); Grace Period = interest only during project redevelopment period (1 year max)
Application Fee	\$250 (non-refundable)	\$250 (non-refundable)	\$250 (non-refundable)	\$250 (non-refundable)
Origination Fee	2% + legal and filing fees	2% + legal and filing fees	2% + legal and filing fees	2% + legal and filing fees
Economic Development Partner Fee				50% of the origination fee (1%)
Amortization Period	up to 10 years	3 to 10 years	3 to 10 years	3 to 10 years including grace period
Fund Participation / Equity	Must be combined with bank approved financing and/or project developer "Equity" of minimum 10% of total project costs.	Up to 50% fund participation as % of current project investment; 10% minimum equity investment preferred; co-participation with other funding sources (bank, economic development loan fund, and/or available equity) required.	Up to 50% fund participation as % of current project investment; 10% minimum equity investment preferred; co-participation with other funding sources (bank, economic development loan fund, and/or available equity) required	Must be combined with bank approved financing and/or project developer "Equity" of minimum 30% of total project costs.
Allowable Funds Usage / Eligible Projects	Agriculture or related businesses including food processing (new business and expansions) and operating farms.	Real estate acquisition/improvements, Equipment purchases/upgrades, working capital	Real estate acquisition/improvements, Equipment purchases/upgrades, working capital	
Collateral	Subordinated to bank or other debt sources allowed	One or more required: Pledged Collateral, Corporate Guarantees and/or Personal Guarantees.	One or more required: Pledged Collateral, Corporate Guarantees and/or Personal Guarantees.	Required; subordination to the bank or other debt source is allowed
Guarantees	Required (Personal)			Required (Personal)
Business Plan Submission				Required
Other		· Evidence of investment and/or funds utilization consistent with GCEDC mission to support enterprise sustainability and job retention and/or enterprise growth and job creation. · Loan Repayment required "if: company operations substantially relocate outside Genesee County.	Evidence of investment and/or funds utilization consistent with GCEDC mission to support enterprise sustainability and job retention and/or enterprise growth and job creation.	

# GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

## Revolving Loan Funds



### Growing the Agriculture Industry Now! (GAIN) Loan Fund

**Purpose:** A low-interest loan fund to capitalize agriculture and related businesses that are adopting new technologies, diversifying or expanding

**Eligible Projects:** Agriculture or related businesses including food processing (new business and expansions) and operating farms

**Gap Financing:** Must be combined with bank approved financing or project development "equity" of minimum 10% of project cost

### Program Parameters

**Minimum Loan:** \$25,000

**Maximum Loan:** \$200,000

**Interest Rate:** 1%

**Amortization Period:** Up to 10 years

### Key Decision Criteria

- Job Creation
- Farm Diversification including value-added agricultural products; farm-based retail/wholesale (farm markets, wineries, distilleries)
- Investment in new technology including renewable energy projects, production, harvesting equipment
- Increase the amount of land in productive agriculture use
- Growth in net revenue for agricultural enterprises
- Leveraging other sources of funding
- Projects that produce secondary economic multipliers (e.g. other business expansions)

### Requirements

- Collateral: Subordinated to bank or other debt sources is allowed
- Personal Guarantees     \$250 Application Fee (Non-Refundable)     2% + Legal and Filing Fees

*\*Funding provided by a grant from New York State | Empire State Development*

**GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**

**99 MEDTECH DRIVE, SUITE 106, BATAVIA, NY 14020 | (585) 343-4866 | GCEDC.COM**



## POLICY

### Revolving Loan Fund #1

(Last Revised 9/6/18)

**Purpose:** Generally a conventional loan fund offering “friendly debt vis a’ vis friendly interest rates and terms” to established business enterprises seeking “gap” financing in support of business expansion, retention or attraction investments. Exceptions will be considered on a case by case basis related to strategic business or industry opportunities.

**Funding:** RLF #1 was established with grant funds that Genesee County received from the federal Small Cities Program in 1985 and 1986. Since 1985, the GCEDC had administered the fund pursuant to a perpetual agreement with the County and in accordance with Community Development Block Grant (CDBG) guidelines. These funds were defederalized in 2009 and are no longer subject to CDBG guidelines.

**Administered by:** GCEDC

**Approving Board:** GCEDC

**Fund Value at 6/30/13:** \$875,492 (Cash + Loans Receivable)

~~10/31/24~~  
Cash \$ 0  
Loans Rec. \$ 0  
Due From other Funds \$ 914,035

**Program Elements:**

1. Minimum Loan: \$25,000
2. Maximum Loan: \$150,000
3. Interest Rate: Variable; Prime at the time of loan commitment provided closing within 60 calendar days, otherwise interest rate set at closing; 3% Floor; readjusted annually (in January).
4. Application Fee: \$250 (non-refundable)
5. Origination Fee: 2% + legal and filing fees
6. Amortization Period: 3 to 10 years

7. Fund Participation as % of Current Project Investment: Up to 50%; 10% minimum equity investment preferred; co-participation with other funding sources (bank, economic development loan fund, and/or available equity) required.
8. One or More Required: Pledged Collateral, Corporate Guarantees and/or Personal Guarantees
9. Allowable Funds Usage: Real estate acquisition / improvements, Equipment purchases / upgrades, working capital
10. Evidence of investment and / or funds utilization consistent with GCEDC mission to support enterprise sustainability and job retention and / or enterprise growth and job creation.
11. Additional information required:
  - a. Completed application
  - b. Project financials / project profile to include investment commitments
  - c. 3 year job creation or retention commitments
  - d. Business plan / pro-forma financials and cash flows (if available)
  - e. 3 years historical and current year financials (Income & Cash Flow Statements / Balance Sheet)
  - f. Audited or reviewed financial statements preferred
  - g. Presentation to board of directors may be required
  - h. Copy of third party financing commitment letter
12. Loan repayment required "if" company operations substantially relocate outside Genesee County



## POLICY

### Revolving Loan Fund #2

#### (Economic Development Loan Fund)

(Last Revised 9/6/18)

**Purpose:** Generally a conventional loan fund offering “friendly debt vis a’ vis friendly interest rates and terms” to established business enterprises seeking “gap” financing in support of business expansion, retention or attraction investments. Exceptions will be considered on a case by case basis related to strategic business or industry opportunities.

**Funding:** RLF #2 was established with funds that Genesee County received in 2003 from a \$650,000 New York Governor’s Office for Small Cities grant. Under an agreement with Genesee County, GCEDC was authorized to administer the loan fund for the purpose of lending funds to eligible business firms in Genesee County that will create or retain employment. An amended agreement was entered into with Genesee County in 2012 restricting the GCEDC’s use of the related funds to necessary administrative costs as part of the defederalization process. Future loan requests will be submitted to the County for approval and funds will be redirected to the Genesee Gateway Local Development Corporation for loan disbursement.

**Administered by:** GCEDC

**Approving Board:** GGLDC

**Fund Value at 6/30/13:** \$689,575 (Total Cash + Receivables)  
(Currently held by GCEDC = \$538,087)  
(Currently held by GGLDC = \$151,488)

\* 10/31/24 \*  
Cash \$598,436.39  
Loans Rec \$276,042.65

#### Program Elements:

1. Minimum Loan: \$25,000
2. Maximum Loan: \$200,000

3d

55

3. Interest Rate: Variable; Prime at the time of loan commitment provided closing within 60 calendar days, otherwise interest rate set at closing; 3% Floor; readjusted annually (in January).
4. Application Fee: \$250 (non-refundable)
5. Origination Fee: 2% + legal and filing fees
6. Amortization Period: 3 to 10 years
7. Fund Participation as % of Current Project Investment: Up to 50%; 10% minimum equity investment preferred; co-participation with other funding sources (bank, economic development loan fund, and/or available equity) required.
8. One or More Required: Pledged Collateral, Corporate Guarantees and/or Personal Guarantees
9. Allowable Funds Usage: Real estate acquisition / improvements, Equipment purchases / upgrades, working capital
10. Evidence of investment and / or funds utilization consistent with GCEDC mission to support enterprise sustainability and job retention and / or enterprise growth and job creation.
11. Additional information required:
  - a. Completed application
  - b. Project financials / project profile to include investment commitments
  - c. 3 year job creation or retention commitments
  - d. Business plan / pro-forma financials and cash flows (if available)
  - e. 3 years historical and current year financials (Income & Cash Flow Statements / Balance Sheet)
  - f. Audited or reviewed financial statements preferred
  - g. Presentation to board of directors may be required
  - h. Copy of third party financing commitment letter
12. Additional requirements may be imposed as necessary to comply with the defederalization process of related funds.





## POLICY

### Batavia Micropolitan Area Community Redevelopment Fund

(Last Revised 9/6/18)

**Purpose:** A low interest loan fund to foster investments in business districts across the Batavia Micropolitan area which facilitates redevelopment of underutilized building and sites including adaptive reuse projects including mixed-use projects that may include a housing component.

**Related Purpose:** To foster additional economic development projects in downtowns and core business district areas enabling GCEDC project participation.

**Funded by:** Strategic Investments from Genesee County EDC's affiliate, Genesee Gateway Local Development Corporation (GGLDC)

**Approving Board:** GGLDC

**Administered by:** GCEDC

**Revitalization Fund:** \$500,000

\*10/31/24\*  
Cash \$345,427.53  
Loans \$241,437.86  
Rec

**Key Decision Criteria:** Scope of planned redevelopment, impact on business district / neighborhood, level of investment, long term tax base enhancement, jobs (indirect)

#### Program Elements:

1. Minimum Loan: \$25,000
2. Maximum Loan: \$200,000
3. Interest Rate: Variable; Prime; 3% Floor; readjusted annually (in January); Grace Period = interest only during project redevelopment period (1 year max.)
4. Application Fee: \$250 (non-refundable)
5. Origination Fee: 2% + legal and filing fees

6. Economic Development Partner Fee (non-profit or municipal E.D. organizations): 50% of the origination fee (1%)
7. Amortization Period: 3 to 10 years including grace period
8. Gap Financing: Must be combined with bank approved financing and / or project developer "Equity" of minimum 30% of total project costs.
9. Preference area: adaptive re-use or underutilized building redevelopment
10. Collateral: required; subordination to bank or other debt source is allowed
11. Personal Guarantees: Yes
12. Business Plan Submission: Yes

GCEDC

Jim Krencik, Senior Director, Marketing & Communications

Audit & Finance Committee Meeting Report

December 3, 2024

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

**Discussion:** e3communications, a professional media and public relations firm/consultant, has submitted a proposal for 2025 services related to public relations, sales and marketing content, and marketing services for the Genesee County Economic Development Center.

In 2024, e3communications supported GCEDC staff with GCEDC planning, sales and marketing, and government/stakeholder relations. e3communications also maintains GCEDC's targeted media presence to audiences in project development and the greater public on LinkedIn and Facebook. More information on 2024 activities is included on the following pages.

**Fund Commitment:** \$24,000 fund commitment. Funding is available and budgeted in the 2025 GCEDC Marketing - Operations budget for the full contract.

**Board Action Request:** Approval of a contract for services for the Jan. 1, 2025 to Dec. 31, 2025 period at \$24,000 per year.

# memo



To: Jim Krencik, GCEDC  
From: e3communications  
Date: November 20, 2024  
Re: 2024 Public Relations and Social Media Report

Please find below a recap and highlights of public relations and social media services provided to the GCEDC and STAMP by e3communications.

As of November 20, 2024, e3communications has provided approximately 918 hours of public relations and social media services on behalf of the Genesee County Economic Development Center and STAMP. At a blended rate of \$150 per hour, this calculates to approximately \$137,700 worth of services to the GCEDC to date in 2024 by e3communications.

Below is a recap and highlight of our activities to date:

Once again, e3communications issued approximately 50 news releases and news alerts to media outlets in the GLOW region and the Buffalo and Rochester media markets.

This year we assisted with the coordination and execution of a higher number of media events. Among some of these events included:

- The 6<sup>th</sup> annual GLOW With Your Hands event in September at the Genesee County Fairgrounds and the 2<sup>nd</sup> annual GLOW With Your Hands Healthcare
  - Coordinated media events, morning live shots, and various news releases to publicize both.
- The 4th Annual Pre-Apprenticeship Bootcamp Graduation ceremony
  - Coordinated media events and distribution of news releases and alerts. The announcement led to morning live shots at Craft Cannery to highlight a participant in the program and GCEDC's role within the region.
- Oxbo Groundbreaking
  - Attended groundbreaking to shoot video that is utilized on social media, website, and Coach SwazZ platforms.

351 Franklin Street  
Buffalo, New York 14203  
716.854.8182 phone  
716.816.0900 fax  
e3communications.com



- Edwards Vacuum Groundbreaking
  - Collaborated with Edwards, Atlas Copco, Sen. Schumer's office, etc. to assist with media alert distribution, press release edits/quotes, managing media at event, and filming.
- GCEDC Annual Meeting Steve Hyde Video
  - Filmed and edited Steve Hyde's retirement video played at the GCEDC annual meeting.
- Graham Manufacturing Groundbreaking
  - Attended groundbreaking to shoot video that is utilized on social media and GCEDC website.
- Mechatronics Program 100<sup>th</sup> Graduate Celebration
  - Coordinated media events and distribution of news releases and alerts. The announcement led to an interview with Spectrum News (aired statewide) highlighting the program, GCEDC, and students.
- Craft Cannery Expansion
  - Attended groundbreaking to shoot video that is utilized on social media and GCEDC website.

As it pertains to our management of content and graphics and design and analytics for GCEDC and STAMP social media platforms, we have tracked the following results:

- STAMP Facebook: 578 Followers, 11% growth
- GCEDC Facebook: 981 Followers, 17% growth
- GCEDC LinkedIn: 1,473 Followers, 33% growth

Our goal is to maximize our reach/engagement on LinkedIn, as it is the top-rated social media platform for lead generation, making it the premier source for B2B marketing.

Due to the changing landscape on Twitter/X we have phased out posting to both GCEDC and STAMP accounts. Due to the criticism and type of news that is featured about STAMP, we are considering phasing out the STAMP Facebook account. We will continue to post STAMP news on the GCEDC LinkedIn account.

Other economic partners (GRE, IBN, NYSEDC) do a great job of collaborating with GCEDC/STAMP on their respective social media channels.

551 Franklin Street  
Buffalo, New York 14202  
716.884.8182 phone  
716.816.0900 fax  
e3communications.com



Among are some of the highlighted content that created the greatest reach among followers on these channels include:

- Coach Swazz Corner, Workforce Development Program Highlights
- Edwards Groundbreaking Remarks from Atlas Copco/Edwards
- Edwards Announcements
- Graham Manufacturing Groundbreaking
- Oxbo Expansion
- Craft Cannery Expansion
- Mark Masse Announcement
- Steve Hyde Retirement
- STAMP Workforce Partner Highlights

Proposed Scope of Services for GCEDC in 2025:

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

351 Franklin Street  
Buffalo, New York 14203  
716 854 8182 phone  
716 854 0900 fax  
e3communications.com



Proposed Scope of Services for STAMP in 2025:

- Manage public relations activities and provide public relations and public affairs counsel for various issues that have the potential to impact the STAMP project including advocacy efforts to raise awareness of STAMP.
- Design and act as administrator of social media channels for STAMP, including Facebook, Twitter and Instagram.
- Write copy for a monthly calendar of social media posts, including but not limited to ongoing infrastructure work; relevant economic development information in related science, technology and advanced manufacturing sectors; advocacy efforts related to ongoing investment at STAMP; and other information.
- Provide an analytics report on a monthly basis that will demonstrate and profile users of these social media channels and what posts are generating the most interest and traffic. This latter is important for developing future posts and information as well as to assist with other marketing communications tactics to promote STAMP.
- Assist in the coordination of special events (press conferences, familiarization tours, news briefings, etc.).
- Write materials for public meetings and presentations.
- Manage media relations activities to enhance the messaging as well as to announce local/regional events.
- Coordinate advocacy efforts to raise the awareness of STAMP regionally, nationally, and globally.
- Continue to monitor and track and distribute relevant news articles and placements and provide monthly reports of marketing and public relations activities.

Please contact us with any questions regarding our public relations, social media and public affairs services on behalf of the GCEDC and STAMP.

351 Franklin Street  
Buffalo, New York 14202  
716.856.8182 phone  
716.818.0900 fax  
e3communications.com



November 20, 2024

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

**RE: 2025 Agreement for Public Relations and Social Media Services**

Dear Mark:

We appreciate the opportunity to continue providing public relations and social media services on behalf of the Genesee County Economic Development Center (GCEDC) in 2025.0

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

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





All work conducted by e3communications for the Genesee County Economic Development Center in 2025 will be budgeted at \$24,000 (monthly fee of \$2,000). There is no cap on the number of hours rendered on a monthly basis. A description of the services will be provided in each invoice for the work conducted in that month. **All terms are 30 days payment.**

The terms outlined in this agreement shall remain in effect from January 1, 2025 until December 31, 2025 or until modified or terminated by either party upon thirty (30) days written or verbal notice.

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

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

Sincerely,

e3communications

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

Earl V. Wells III  
President

For the Genesee County Economic Development Center

---

Mark Masse  
President and CEO

# ENGAGEMENT LETTER / CONSULTING AGREEMENT

This Agreement is made this December 5, 2024, for the period January 1, 2025, through December 31, 2025, between the **Genesee County Economic Development Center** (the "Company"), having its principal place of business at 99 MedTech Drive, Batavia, NY 14020 and **Sheila Eigenbrod**, (the "Consultant"), having a principal place of business at 210 Wyoming St., Warsaw, NY 14569 (collectively, the "Parties").

## COMPENSATION AND SERVICES RENDERED:

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

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

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

### Fee Schedule:

1. A maximum of Three Hundred and Fifty Dollars (\$525.00) per day. Partial days will be billed at an hourly rate of Fifty Dollars (\$75.00) per hour.
2. Total remuneration is not to exceed Thirty-Five Thousand Dollars (\$35,000.00), for the period January 1, 2025, through December 31, 2025.

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

## TERM

This Agreement shall remain in effect through **December 31, 2025**, or until terminated by providing a thirty (30) day written notice of termination with the date of receipt by the recipient party indicating the initiation of the notice period, by either party to this Agreement. This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties.

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

## WARRANTIES BY THE CONSULTANT

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

## INDEPENDENT CONTRACTOR / CONFLICTS OF INTEREST

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

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

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

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

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

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

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

Or

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

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

## **OWNERSHIP OF WORK PRODUCT**

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

## **ARBITRATION**

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

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

## **NOTICES**

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

## **WAIVER**

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

## **INDEMNIFICATION**

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

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

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

## **ABILITY TO ENTER AGREEMENT**

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

## **RELATIONSHIP OF PARTIES**

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

## **SEVERABILITY**

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

**ASSIGNMENT**

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

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

**GOVERNING LAW**

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

**ENTIRE AGREEMENT**

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

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

Dated: **Consultant: Sheila Eigenbrod**

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

Dated: **Company: Genesee County Economic Development Center**

By: \_\_\_\_\_  
Mark Masse  
President & CEO