

**Genesee County Economic Development Center
Meeting Agenda**

Thursday, December 5, 2024
Location: 99 MedTech Drive, Innovation Zone

PAGE #	<p>1.0 Call to Order 4:00pm</p> <p>Presentation – Sheila Eigenbrod 4:10pm</p> <p>1.1 Enter Executive Session 4:10pm</p> <p>Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:</p> <p style="padding-left: 20px;">1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.</p> <p style="padding-left: 20px;">2. Discussions regarding proposed, pending or current litigation.</p> <p>1.2 Enter Public Session 4:40pm</p> <p>2.0 Chairperson’s Report & Activities 4:40pm</p> <p>2.1 Upcoming Meetings:</p> <p style="padding-left: 20px;">Next Scheduled Board Meeting: Thursday, December 19th at 4 p.m.</p> <p style="padding-left: 20px;">Employment and Compensation Committee Meeting: Thursday, December 19th at 3 p.m.</p> <p style="padding-left: 20px;">Audit and Finance Committee Meeting: Tuesday, January 14th at 8:30 a.m.</p> <p style="padding-left: 20px;">STAMP Committee Meeting: Wednesday, January 15th at 8 a.m.</p> <p style="padding-left: 20px;">Employment and Compensation Committee Meeting: Thursday, January 16th at 3 p.m.</p> <p style="padding-left: 20px;">Board Meeting: Thursday, January 16th at 4 p.m.</p> <p style="padding-left: 20px;">2025 Meeting Calendar</p> <p>2.2 Agenda Additions / Deletions / Other Business **Vote</p> <p>2.3 Minutes: October 31, 2024 **Vote</p> <p>3.0 Report of Management – 4:50pm</p> <p style="padding-left: 20px;">3.1 RPNY Solar 7 Assignment Authorizing Resolution **Vote – M. Masse</p> <p>4.0 Audit & Finance Committee – K. Manne 4:55pm</p> <p style="padding-left: 20px;">4.1 October 2024 Financial Statements **Vote</p> <p style="padding-left: 20px;">4.2 Insurance Renewal **Vote</p> <p style="padding-left: 20px;">4.3 2025 General Cleaning Services **Vote</p> <p style="padding-left: 20px;">4.4 E3Communications Agreement **Vote</p> <p style="padding-left: 20px;">4.5 Workforce Consultant Contract **Vote</p> <p>5.0 Governance & Nominating Committee – C. Yunker 5:15pm</p> <p style="padding-left: 20px;">5.1 Nothing at this time.</p> <p>6.0 STAMP Committee – P. Zeliff 5:15pm</p> <p style="padding-left: 20px;">6.1 Access Agreement for Project Double Reed **Vote</p> <p style="padding-left: 20px;">6.2 SEQR Lead Agency for Project Double Reed **Vote</p> <p style="padding-left: 20px;">6.3 Mowing Contract with Genesee County **Vote</p> <p style="padding-left: 20px;">6.4 E3Communcations Agreement **Vote</p> <p>7.0 Employment & Compensation Committee – M. Gray 5:30pm</p> <p style="padding-left: 20px;">7.1 Nothing at this time.</p> <p>8.0 Housing Committee – P. Battaglia 5:30pm</p> <p style="padding-left: 20px;">8.1 Nothing at this time.</p> <p>9.0 Other Business 5:30pm</p> <p style="padding-left: 20px;">9.1 Nothing at this time.</p> <p>10.0 Adjournment 5:30pm</p>
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GCEDC/GGLDC 2025 Meeting Schedule

JANUARY

Tuesday, January 14, 2025	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, January 15, 2025	GCEDC STAMP Committee	8am
Thursday, January 16, 2025	GCEDC Employment & Compensation Committee	3pm
Thursday, January 16, 2025	GCEDC/GGLDC Board Meeting	4pm

FEBRUARY

Tuesday, February 4, 2025	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, February 5, 2025	GCEDC STAMP Committee	8am
Thursday, February 6, 2025	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, February 6, 2025	GCEDC/GGLDC Board Meeting	4pm

MARCH

Tuesday, March 4, 2025	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, March 5, 2025	GCEDC STAMP Committee	8 am
Thursday, March 6, 2025	GCEDC/GGLDC Board Meeting	4pm
Wednesday, March 26, 2025	GCEDC STAMP Committee	8am – Adj. per below
Thursday, March 27, 2025	GCEDC/GGLDC Audit & Finance Committee	3pm – Audit & PARIS 3/31 deadline
Thursday, March 27, 2025	GCEDC/GGLDC Board Meeting	4pm – Audit & PARIS 3/31 deadline

APRIL

Friday, April 25, 2025	Annual Meeting	
Tuesday, April 29, 2025	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, April 30, 2025	GCEDC STAMP Committee	8am

MAY

Thursday, May 1, 2025	GCEDC Employment & Compensation Committee	2pm
Thursday, May 1, 2025	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, May 1, 2025	GCEDC/GGLDC Board Meeting	4pm

JUNE

Tuesday, June 3, 2025	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, June 4, 2025	GCEDC STAMP Committee	8am
Thursday, June 5, 2025	GCEDC/GGLDC Governance & Nominating Committee	3pm
Thursday, June 5, 2025	GCEDC/GGLDC Board Meeting	4pm

JULY

Tuesday, July 8, 2025	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, July 9, 2025	GCEDC STAMP Committee	8am
Thursday, July 10, 2025	GCEDC/GGLDC Board Meeting	4pm – Holiday Adjustment

AUGUST

Tuesday, August 5, 2025	GCEDC/GGLDC Audit & Finance Committee	8:30am – GCEDC Budget Workshop
Wednesday, August 6, 2025	GCEDC STAMP Committee	8am
Thursday, August 7, 2025	GCEDC Employment & Compensation Committee	2pm

Thursday, August 7, 2025

GCEDC/GGLDC Board Meeting

3pm - Glow Corporate Cup

SEPTEMBER

Tuesday, September 2, 2025 GCEDC/GGLDC Audit & Finance Committee

8:30am – GCEDC Draft Budget Review

Wednesday, September 3, 2025 GCEDC STAMP Committee

8am

Thursday, September 4, 2025 GCEDC/GGLDC Board Meeting

4pm

Tuesday, September 30, 2025 GCEDC/GGLDC Audit & Finance Committee

8:30am – GGLDC Budget Workshop

OCTOBER

Wednesday, October 1, 2025 GCEDC STAMP Committee

8am

Thursday, October 2, 2025 GCEDC/GGLDC Board Meeting

4pm

Tuesday, October 28, 2025 GCEDC/GGLDC Audit & Finance Committee

8:30am – GGLDC Draft Budget Review

Wednesday, October 29, 2025 GCEDC STAMP Committee

8am

Thursday, October 30, 2025 GCEDC Employment & Compensation Committee

3pm –

Thursday, October 30, 2025 GCEDC/GGLDC Board Meeting

4pm – 11/2 Budget Deadline

NOVEMBER

No Meetings Scheduled

DECEMBER

Tuesday, December 2, 2025 GCEDC/GGLDC Audit & Finance Committee

8:30am

Wednesday, December 3, 2025 GCEDC STAMP Committee

8am

Thursday, December 4, 2025 GCEDC Employment & Compensation Committee

3pm

Thursday, December 4, 2025 GCEDC/GGLDC Board Meeting

4pm

Thursday, December 18, 2025 GCEDC Employment & Compensation Committee

3pm

Thursday, December 18, 2025 GCEDC/GGLDC Board Meeting

4pm



**GCEDC Board Meeting
Thursday, October 31, 2024
Location: 99 MedTech Drive, Innovation Room
3:00 PM**

GCEDC MINUTES

Attendance

Board Members: K. Manne, P. Battaglia, C. Kemp, M. Clattenburg, M. Gray, C. Yunker
 Staff: M. Masse, L. Farrell, E. Finch, L. Casey, J. Krencik, C. Suozzi, P. Kennett
 Guests: M. Brooks (GGLDC Board Member), D. Cunningham (GGLDC Board Member),
 S. Noble-Moag (GGLDC Board Member), J. Tretter (GGLDC Board Member), R.
 Gaenzle (Harris Beach), M. Fitzgerald (Phillips Lytle), M. Petinella (Daily News),
 C. Malcomb (Hodgson Russ), R. Ball (Empire State Development/Video
 Conference), R. Crossen (Town of Alabama Supervisor), T. Wasko (Project
 Rampart/Phone), J. Smurdon (JLL), D. Mackenzie (JLL), M. Jackson (JLL), S.
 Curley (JLL), M. Davis (Potentia), E. Ahdoot (Hypertec), R. McCrea (Potentia),
 M. Hurlbutt (Greater Rochester Enterprise)
 Absent: P. Zeliff

1.0 Call to Order

M. Gray called the meeting to order at 3:00 p.m. in the Innovation Zone.

Presentation – GRE – M. Hurlbutt, President and CEO of Greater Rochester Enterprise (GRE), stated that GRE specializes in supporting economic growth throughout the 9-county Greater Rochester, NY region by understanding the opportunities that are available. The GRE team of economic development professionals is committed to connecting the GCEDC to the right people and the right resources to enable new capital investments that create regional wealth and new jobs.

Presentation – Project Hydroscale – Representatives from Project Hydroscale presented some key points about their potential project at STAMP. This project is a two-story, two-building datacenter campus with each building having a 450,000 sq ft. footprint that could be constructed on 45 acres. The project will also utilize a closed loop liquid cooling system. All heat can be recouped and used to heat greenhouses. The project will also have minimal water consumption, zero noise and an eco-friendly design. This project will be a \$4B to \$5B capital investment that attempts to use the least amount of land, and provides the most Cap-X per acre, as well as the most jobs per acre.

The following guests left the meeting: M. Petinella (Daily News), C. Malcomb (Hodgson Russ), T. Wasko (Project Rampart/Phone), J. Smurdon (JLL), D. Mackenzie (JLL), M. Jackson (JLL), S. Curley (JLL), M. Davis (Potentia), E. Ahdoot (Hypertec), R. McCrea (Potentia)

1.1 Enter Executive Session

C. Yunker made a motion to enter executive session under the Public Officers Law Article 7, Open Meetings Law Section 105, at 3:24 p.m. for the following reasons:

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

The motion was seconded by M. Clattenburg and approved by all members present.

1.2 Enter Public Session

P. Battaglia made a motion to enter back into public session at 3:49 p.m., seconded by K. Manne and approved by all members present.

M. Petinella (Daily News), C. Malcomb (Hodgson Russ), T. Wasko (Project Rampart/Phone), J. Smurdon (JLL), D. Mackenzie (JLL), M. Jackson (JLL), S. Curley (JLL), M. Davis (Potentia), E. Ahdoot (Hypertec) and R. McCrea (Potentia) entered the meeting at 3:49 p.m.

2.0 Chairman's Report & Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, December 5th at 4:00 p.m.

Audit & Finance Committee Meeting: Tuesday, December 3rd at 8:30 a.m.

STAMP Committee Meeting: Wednesday, December 4th at 8:00 a.m.

Employment and Compensation Meeting: Thursday, December 5th at 3:00 p.m.

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

2.3 Minutes: October 3, 2024 –

C. Yunker made a motion to accept the October 3, 2024, minutes as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

3.0 Report of Management

3.1 Nothing at this time.

4.0 Audit & Finance Committee

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

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- On the balance sheet, loans receivable current and noncurrent increased. We closed on a loan with LNK Holdings, which was disbursed from the GAIN Loan Fund in August.
- On the P&L, we received a project origination fee of almost \$55K from the Countryside Apartments project that closed in August.
- Other than the above-mentioned items, there is normal monthly activity.

The August 2024 financial statements were recommended for approval by the Committee.

K. Manne made a motion to approve the August 2024 Financial Statements as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

4.2 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 of \$3.17M for five projects that closed in September. We also collected \$1.39M in net land sale proceeds for the Remlap and GE Bergen land sales at AppleTree Acres.
- 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 P&L, project origination fees recorded are almost \$7.7M. The total amount of project fee revenue is recognized at the time of closing.
- Also, on the P&L, there are land proceeds of \$1.39M and cost of sales of \$439,000, which is the value of the land written off the books.
- Other than the above-mentioned items, there is normal monthly activity.

The September 2024 financial statements were recommended for approval by the Committee.

K. Manne made a motion to approve the September 2024 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

4.3 GCEDC 1+3 Budget - L. Farrell presented the 1+3 budget to the Committee for review. The 2025 Budget was approved at a previous Board meeting. The budget was then extended for another 3 years.

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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.

This was recommended for approval by the Committee.

K. Manne made a motion to approve the GCEDC 1+3 Budget as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

4.4 12/31/24 Audit Services - In 2022, 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, at the conclusion of this year's audit, would like to discuss their options for audit services going forward.

This was recommended for approval by the Committee.

K. Manne made a motion to approve the 12/31/24 Audit Services with Mostert, Manzanero & Scott as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

4.5 Copier Lease - The staff collected quotes from 4 vendors as our current copier lease is set to expire on November 25th, 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

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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.

This was recommended for approval by the Committee.

K. Manne made a motion to approve the Copier Lease with Toshiba as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

4.6 Land Lease Rates - M. Masse presented the proposed schedule for the land lease rates that were included with the meeting materials.

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.

This was recommended for approval by the Committee.

K. Manne made a motion to approve the the approval of the Land Lease Rates with the above-mentioned change; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

5.0 Governance & Nominating Committee – C. Yunker

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zelif

6.1 O'Connell Electric Substation Contract – O'Connell Electric has prepared a proposal to complete the construction of the substation. The reasons for utilizing O'Connell for this work are as follows:

1. They are already on-site doing work for another entity.
2. The project cannot withstand the delay that an RFP process would entail.
3. A second electrical firm would lead to confusion and finger pointing about any work quality or timeliness issues.
4. They are familiar with NYPA specifications and their engineering team as well since they have been working on this project with them.

Fund Commitment: \$31 million to be included in the \$56 million FAST NY award.

Board Action Request: Recommend approval to the full Board of O'Connell Electric contract not to exceed \$31 million.

Resolution No. 10/2024 - 01

RESOLUTION (i) TAKING OFFICIAL ACTION TOWARD AND APPROVING THE PROCUREMENT OF CONSTRUCTION SERVICES (THE "SERVICES") RELATING TO THE AGENCY'S STAMP PROJECT, (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSTRUCTION CONTRACT AND RELATED DOCUMENTS WITH RESPECT TO THE SERVICES (THE "CONTRACT"), (iii) AUTHORIZING THE EXPENDITURE OF THE NECESSARY FUNDS OF THE AGENCY WITH RESPECT TO THE SERVICES, AND (iv) AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION THEREWITH.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the O'Connell Electric Substation Contract not to exceed \$31M as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

6.2 Facilities Study for National Grid – The SIS study for the additional 300 MW off the NYPA 345 kv line has been completed. The next step is that a Facilities Study is completed on the proposed increase of 300 mw to the substation. National Grid will complete the study and is requesting a deposit of \$50,000 for this work.

Fund Commitment: \$50,000 covered under the existing \$56 million FAST NY Grant or the \$8 million grant.

Committee Action Request: Recommend approval to the full Board to pay \$50,000 for the Facilities Study Agreement and signing of the agreement.

This was recommended for approval by the Committee.

C. Yunker made a motion to recommend to the full Board the approval of the Facilities Study for National Grid not to exceed \$50,000 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

6.3 Project Rampart Lead Agency – Included in the meeting materials is the SEQR Lead Agency Resolution. The GCEDC must send letters indicating intent to maintain lead agency status regarding Project Rampart to all interested and involved parties. This starts the 30-day time in which interested and involved agencies have an opportunity to respond. As lead agency the GCEDC is required to evaluate whether there are adverse environmental impacts that could occur because of Project Rampart and the additional and/or modified infrastructure that have not been previously evaluated in the STAMP environmental record.

Resolution No. 10/2024-02

RESOLUTION DECLARING THE INTENT OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER TO ACT AS LEAD AGENCY PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

The Committee voted to move this agenda item to the full Board for consideration without recommendation.

C. Yunker made a motion to authorize Resolution No. 10/2024-02 declaring the Agency’s intent to act as lead agency for Project Rampart pursuant to SEQRA as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg -	No	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.4 Project Rampart Access Agreement – Phillips Lytle has prepared for the GCEDC an Access License Agreement to allow Project Rampart and their agents to enable their due diligence on GCEDC owned property for their proposed facility until that work is complete or a Purchase and Sale Agreement is executed. Any contractors would be required to sign indemnity agreements, provide proof of insurance and list the GCEDC as an additional insured on their policy with the applicable coverage limits as set forth by the GCEDC.

Fund Commitment: None.

Committee Action Request: Recommend approval of Access License Agreement.

The Committee voted to move this agenda item to the full Board for consideration without recommendation

C. Yunker made a motion to approve the Project Rampart Access Agreement as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Battaglia -	Yes	C. Yunker -	Yes
K. Manne -	Yes	P. Zelif -	Absent
M. Clattenburg -	No	M. Gray -	Yes
C. Kemp -	Yes		

The item was approved as presented.

6.5 Draft Escrow Agreement - Due to the current interest in the STAMP site by data centers looking at overlapping acreage, it would be prudent for the Board to require these projects to enter into an agreement to cover the costs incurred by the GCEDC regarding their projects.

Fund Commitment: None.

Committee Action Request: Recommend approval of the draft agreement for the payment of project evaluation expenses attached.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the Draft Escrow Agreement as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

6.6 Proposals from Consultants for Data Centers - Due to the current interest in the STAMP site by data centers, it would be prudent for the Board to engage with a consultant who can help review potential data center projects to ensure that the goals of the GCEDC and the STAMP site are achieved.

Fund Commitment: None.

Committee Action Request: Recommend approval of distributing a request for information to potential third-party consultants to advise on data center projects.

Resolution No. 10/2024-03

RESOLUTION DECLARING THE INTENT OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER TO REQUEST INFORMATION FROM THRID PARTY CONSULTANTS TO EVALUATE PENDING DATA CENTER PROJECTS

This was recommended for approval by the Committee.

C. Yunker made a motion to authorize Resolution No. 10/2024-03, approving a Request for Information from Consultants to advise on Data Center projects as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

The item was approved as presented.

6.7 Phillips Lytle – FOIL Services – L. Farrell stated that there is a proposal from Phillips Lytle included in the packet for FOIL services related to STAMP not to exceed \$10,000.

This was recommended for approval by the Committee.

C. Yunker made a motion to approve the Phillips Lytle Contract for FOIL services not to exceed \$10,000; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

7.0 Employment & Compensation – M. Gray

7.1 Benchmarking Study Proposal – L. Farrell stated that there are two proposals included in the packet from Catapult Executive Consultants. The firm presented the proposals to the Committee last week. The first proposal is for executive staff and the second proposal is for non-executive staff.

M. Gray stated that this proposal goes along with what is being planned long-term for the organization.

This item was recommended for approval by Committee.

M. Gray made a motion to approve both benchmarking study proposals (executive and non-executive) with Catapult Executive Consulting as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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P. Battaglia - Yes
K. Manne - Yes
M. Clattenburg - Yes
C. Kemp - Yes

C. Yunker - Yes
P. Zelif - Absent
M. Gray - Yes

The item was approved as presented.

8.0 Housing Committee – P. Battaglia

8.1 Nothing at this time

9.0 Other Business

9.1 Nothing at this time.

10.0 Adjournment

As there was no further business, M. Clattenburg made a motion to adjourn at 4:06 p.m., which was seconded by K. Manne and passed unanimously.

Renewable Properties, LLC

44 Montgomery Street, Suite 3150
San Francisco, CA 94104
www.renewprop.com



November 14, 2024

Genesee County Industrial Development Agency
99 MedTech Drive, Suite 106
Batavia, New York 14020
Attn: Mark Masse, President and CEO
mmasse@gcedc.com

RE: RPNY Solar 7, LLC - 9071 Alexander Road, Batavia, New York

Dear Mr. Masse:

We are writing to you regarding the RPNY Solar 7, LLC project that closed on August 3, 2023. RPNY Solar 7, LLC has completed construction of the project and is requesting minor amendments be made to the legal descriptions that are set forth in the lease and leaseback agreements and in the two lease memos that are of record with the Genesee County Clerk's Office for this project.

These amendments are minor in nature but necessary for the project and are required as part of a pending refinancing of the project. During construction of the facility, the concrete pad housing the transformer and other electrical equipment was installed a few feet outside of the documented lease area. Given that this equipment pad must meet certain utility requirements for installation and is immovable, it became necessary to revise the lease area and the utility and access easement legal descriptions to encompass said equipment pad. The area of the utility and access easement is now 0.304 acres. The acreage of the lease area is now 8.553 acres.

In addition, two new easements encompassing the vegetative screens and plantings associated with the project became necessary at the direction of our landowner, who did not want to be responsible for the vegetation's management and maintenance. The area of the two new vegetative screening easements are 0.112 acres and 0.761 acres.

Copies of the updated legal descriptions and the updated survey are enclosed for your reference and were also previously provided to your legal counsel by our legal counsel. We are available to discuss this matter with you and/or the GCEDC Board. We understand that the next Board meeting is December 5th. Please let me know if you will require a representative of our company to attend the Board meeting or if you need any additional information in connection with this request.

Thank you for your time and consideration.

Sincerely,

RPNY Solar 7, LLC

Stephanie Loucas
Chief Development Officer

AUTHORIZING RESOLUTION
(RPNY Solar 7, LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center convened on Thursday, December 5, 2024.

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

Resolution No. 12/2024 - __

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") AUTHORIZING THE AMENDMENT OF THE LEASE AGREEMENT AND LEASEBACK AGREEMENT (TOGETHER WITH ANY OTHER RELATED DOCUMENTS) BY MODIFYING THE LEGAL DESCRIPTION CONSTITUTING THE LEASED PREMISES, AND TO EXECUTE AND DELIVER RELATED DOCUMENTS.

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

WHEREAS, pursuant to a Final Resolution adopted on December 1, 2022 (the "Authorizing Resolution"), the Agency appointed **RPNY SOLAR 7, LLC** (the "Company"), as agent of the Agency to undertake a certain Project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in approximately 8.84 acres of real property located at 9071 Alexander Road, Town of Batavia, Genesee County, New York (the "Land", being more particularly described as a portion of tax parcel No. 18.-1-20.21); (ii) the planning, design, construction and operation of a 2.5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in furtherance of the Project, and in accordance with the Authorizing Resolution, the Agency and the Company entered into the following agreements: (i) that certain Lease Agreement, dated as of August 3, 2023, a memorandum of which was recorded in the Office of the Genesee County Clerk on October 23, 2023 as Instrument Number DE2024-1585 (the "Lease Agreement"); (ii) that certain Leaseback Agreement, dated as of August 3, 2023, a memorandum of which was recorded in the Office of the Genesee County Clerk on October 23,

2023 as Instrument Number DE2024-1586 (the "Leaseback Agreement"); and (iii) related documents (collectively, the "Project Documents"); and

WHEREAS, the Company advised the Agency that the legal description of the Land has changed; and

WHEREAS, the Company has therefore requested the Project Documents be amended to account for the change in the legal description of the Land by amending Schedule A thereto; and

WHEREAS, the Agency desires to adopt a resolution authorizing the amendment to the Project Documents (the "Amendments").

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

Section 1. The Agency hereby authorizes the execution and delivery of the Amendments.

Section 2. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 3. These Resolutions shall take effect immediately upon adoption.

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

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

The Resolutions were thereupon duly adopted.

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

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

That I have compared the annexed extract of minutes of the meeting of Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on December 5, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ___ day of _____, 2024.

Secretary

[SEAL]

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

DRAFT

	<u>10/31/24</u>	<u>9/30/24</u>	[Per Audit] <u>12/31/23</u>
ASSETS:			
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	60,790,639	21,428,609	18,554,182
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
Total Current Assets	61,693,698	21,988,485	18,859,634
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.	24,755,733	24,751,982	24,214,924
Less Accumulated Depreciation	(70,384)	(70,330)	(69,838)
Net Property, Plant & Equip.	24,685,349	24,681,652	24,145,086
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
Other Assets	4,307,054	4,687,410	113,594
TOTAL ASSETS	90,686,101	51,357,547	43,118,314
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (12)	392,573	392,573	392,573
Deferred Outflows of Resources	392,573	392,573	392,573
LIABILITIES:			
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
Total Current Liabilities	45,474,904	6,139,355	7,138,784
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
Total Noncurrent Liabilities	7,899,139	7,899,139	8,224,139
TOTAL LIABILITIES	53,374,043	14,038,494	15,362,923
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (12)	40,527	40,527	40,527
Deferred Inflows of Resources	40,527	40,527	40,527
NET ASSETS	\$ 37,664,104	\$ 37,671,099	\$ 28,107,437

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
Operating Revenues:						
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 ² Revenue	-	-	11,431	1,714	70,864	16%
Other Revenue	1,293	173	9,641	5,605	5,800	166%
Total Operating Revenues	208,108	6,435,948	11,906,672	8,992,596	10,347,001	115%
Operating Expenses						
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 ² 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
Total Operating Expenses	274,910	1,221,788	2,809,262	3,348,867	10,714,081	26%
Operating Revenue (Expense)	(66,802)	5,214,160	9,097,410	5,643,729	(367,080)	
Non-Operating Revenue						
Other Interest Income (7)	59,807	34,016	459,257	199,939	128,000	359%
Total Non-Operating Revenue	59,807	34,016	459,257	199,939	128,000	359%
Change in Net Assets	(6,995)	5,248,176	9,556,667	5,843,668	\$ (239,080)	
Net Assets - Beginning	37,671,099	22,583,932	28,107,437	21,988,440		
Net Assets - Ending	\$ 37,664,104	\$ 27,832,108	\$ 37,664,104	\$ 27,832,108		

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
CASH FLOWS PROVIDED BY OPERATING ACTIVITIES:		
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 ² 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
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(315,000)
Net Cash Used By Noncapital Financing Activities	-	(315,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
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
RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
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

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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
TOTAL SELECTIVE PACKAGE	\$74,280.76	\$69,841.60
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	
FINAL PREMIUM	\$124,298.76	\$115,604.60

SELECTIVE

BE UNIQUELY INSUREDSM

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

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SELECTIVE

BE UNIQUELY INSUREDSM

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

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

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

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

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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.

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Safety Management Starts Here

Here's what we can do for you:



Fleet Risk Assessment

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



Online Training from the Experts

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



Selective® Drive Fleet Management Tool

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



Digital Services to Support Your Business

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



Safe Driving Policies

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



Watch how Safety Management makes a difference

Watch Now



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BE UNIQUELY INSURED®

Safety Management Starts Here

Here's what we can do for you:



Contractual Risk Transfer (CRT)

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



Slip, Trip, and Fall Assessment

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



Job Site Risks Assessment

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



Digital Services to Support Your Business

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



Contractors Completed Operations Assessment

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



Watch how Safety Management makes a difference

Watch Now





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.



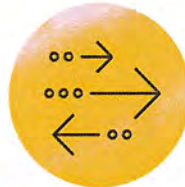
Free Business Prep Toolkit

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®

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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

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Quotation of Commercial Insurance

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INC STAMP SEWER WORKS INC

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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
Total Premium	\$74,280.76

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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 Ii	BATAVIA	NY	14020
017	001	805 LEWISTON RD	BASOM	NY	14013

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 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

<u>Optional Coverages/Extensions</u>	<u>Limit</u>	<u>Premium</u>
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
Location 004/001 - Total Premium		<u>\$10136</u>

Other

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

Total Property Premium \$10,851.76

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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

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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

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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

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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

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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

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Quotation of Commercial Insurance

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Quote # 40290200

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<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

Total General Liability Premium	\$62,759.00
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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

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

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

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

Manage Your Account Your Way with MySelective

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

There are two ways to get started:

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

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

PaySync® Flexible Payment Program

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

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

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

Visit selective.com/paysync or contact your agent to discover more PaySync benefits.



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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

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**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 - (800.743.6354) - selective@praesidiuminc.com
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

BACKGROUND SCREENING FOR SELECTIVE INSURED

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

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

	LOW ACCESS VOLUNTEERS	HIGH ACCESS VOLUNTEERS	EMPLOYEES	FINANCIAL ACCESS	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.

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PRAESIDIUM

PREVENTING ABUSE TOGETHER

PRAESIDIUM'S MISSION:

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

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

Selective insureds can access (at no additional cost):

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

PRAESIDIUM'S SCIENTIFIC METHODOLOGY

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

WHO IS PRAESIDIUM?

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

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

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

For more information go to: selective.com/praesidium — 800.743.6354 — selective@praesidiuminc.com
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PRAESIDIUM

FEATURED SERVICES

Products and services offered to Selective Insureds:

- **MODEL POLICIES**

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

- **SCREENING AND SELECTION TOOLKIT**

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

- **PRAESIDIUM ACADEMY LEARN TO PROTECT SYSTEM**

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

- **DISCOUNTED BACKGROUND SCREENING**

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

Sign up for our

complimentary tip of the month emails by going to:

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

For more information go to: selective.com/praesidium — 800.743.6354 — selective@praesidiuminc.com

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

PRAESIDIUM

PROTECTING VULNERABLE POPULATIONS WITH TRAINING

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

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

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

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

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

**COMPLIMENTARY
PRAESIDIUM ACADEMY
ACCESS FOR
SELECTIVE INSURED**

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

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

Visit selective.com/praesidium to access your complimentary Praesidium resources.

<p>Action Plans are printed and used with the online course. Action Plans summarize the key learning points and prompt learners to take notes throughout the course. They provide a great reference after the course.</p>	<p>Coaching Playbooks provide supervisors a high-level summary of the course, including learning objectives and key learning points. The Coaching Playbooks give supervisors practical steps they can take to reinforce the learning.</p>	<p>Discussion Guides are developed for small group and classroom discussions. A facilitator is able to reinforce important content and remind learners of what they learned in the online course.</p>
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For more information go to: selective.com/praesidium — 800.743.6354 — selective@praesidiuminc.com In order to receive this **EXCLUSIVE** benefit please identify yourself as a Selective Insurance agent or insured.

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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

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SelectPac Property Extension

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

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SelectPac Property Extension

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

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Crime SelectPac Endorsement

Coverage	Limit
Crime SelectPac Endorsement CR 7914 [1]	
Employee Theft	\$25,000
Forgery Or Alteration	\$25,000
Inside The Premises – Theft of Money and Securities	\$25,000
Inside The Premises – Robbery Or Safe Burglary of Other Property	\$25,000
Outside The Premises	\$25,000
Computer Fraud	\$5,000

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

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ElitePac® General Liability Extension Endorsement

The following forms/coverages are included:

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

ElitePac® General Liability Extension Endorsement

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

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COVERAGE SUMMARY



ElitePac® Commercial Auto Extension Endorsement

The following forms are included:

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

Coverage	Limit
Amendments To Section II – Liability Coverage	
Newly Acquired Or Formed Organizations – qualify as named insured if majority owned with no similar insurance available	Included
Limited Liability Companies – members and managers are insureds while using an auto not owned or hired by named insured	Included
Employees As Insureds – while using an auto not owned or hired by named insured in named insured's business	Included
Blanket Additional Insureds	Included
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment – exclusion does not apply to volunteer workers not entitled to Workers Compensation coverage	Included
Fellow Employee Coverage (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"
Amendments To Section III – Physical Damage Coverage	
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"

COVERAGE SUMMARY



ElitePac[®] Commercial Auto Extension Endorsement

Coverage	Limit
Amendments To Section III – Physical Damage Coverage, Continued	
Auto Loan/Lease Gap Coverage (N/A in New York) – 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”
Amendments To Section IV – Business Auto Conditions	
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
Amendments To Section V – Definitions	
Bodily Injury Including Mental Anguish (N/A in New York)	Definition
Coverage Territory – Broadened Definition	Included

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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

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
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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
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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

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 6th annual GLOW With Your Hands event in September at the Genesee County Fairgrounds and the 2nd 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.

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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 100th 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.

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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.

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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.

551 Franklin Street
Buffalo, New York 14202
716.854.8182 phone
716.816.0900 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

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

Mark Masse

STAMP Committee

Review of Access License Agreement for Project Double Reed and/or affiliates for due diligence work

Discussion: Phillips Lytle has prepared for the GCEDC an Access License Agreement to allow Project Double Reed and their agents to enable their due diligence on GCEDC owned property for their proposed facility until that work is complete or a Purchase and Sale Agreement is executed. Any contractors would be required to sign indemnity agreements, provide proof of insurance and list the GCEDC as an additional insured on their policy with the applicable coverage limits as set forth by the GCEDC.

Fund Commitment: None.

Committee Action Request: Recommend approval of Access License Agreement.

ACCESS LICENSE AGREEMENT

This Access License Agreement (this "Agreement") is made as of the date of the last party to sign (the "Effective Date") by and between Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, a New York public benefit corporation, having an office at 99 MedTech Drive, Batavia, New York 14020-3141 ("GCEDC") and Project Double Reed LLC, with an address of [REDACTED] ("Project Double Reed"). GCEDC and Project Double Reed are collectively referred to herein as, the "Parties".

RECITALS

A. GCEDC is the fee simple owner of certain real property located in the Town of Alabama, County of Genesee and State of New York described on Schedule A attached hereto and as further shown on the map attached hereto as Schedule A (the "STAMP Project Double Reed Parcel").

B. The STAMP Project Double Reed Parcel is part of the larger site owned by GCEDC and known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Site").

C. GCEDC desires to grant to Project Double Reed a license on, over and through the STAMP Project Double Reed Parcel for the purpose of performing due diligence work on the parcel including, but not limited to, performance of a Phase 1 Environmental Site Assessment, geotechnical survey and review, and ALTA survey.

AGREEMENT

Now, therefore, the Parties agree as follows.

1. Grant of Access License. Subject to the terms and conditions of this Agreement, GCEDC hereby declares and establishes that there shall be a non-exclusive license for the benefit of Project Double Reed for access, ingress and egress of pedestrians, vehicles and equipment on and over the portions of the STAMP Project Double Reed Parcel identified on Schedule A for the purpose of conducting due diligence and investigating the site to determine if it is acceptable to Project Double Reed for the potential construction of a manufacturing facility (the "Access License"). This Access License shall remain in full force and effect until (i) written notification from Project Double Reed that it has completed its due diligence; (ii) the expiration of any due diligence period in any purchase agreement subsequently entered into by the parties (a "Purchase and Sale Agreement") or (iii) the acquisition of the STAMP Project Double Reed Parcel, whichever is earlier.

2. Access License Terms and Conditions. Project Double Reed's rights of access under this Agreement and the Access License shall be subject to the following terms and conditions:

- (i) Project Double Reed must provide GCEDC with at least two (2) days advance written notice prior to entering the STAMP Project Double Reed Parcel.
- (ii) Project Double Reed will not be permitted on the STAMP Project Double Reed Parcel without prior written approval from GCEDC, which approval is in GCEDC's sole and absolute discretion. Project Double Reed hereby acknowledges that some or all of the STAMP Project Double Reed Parcel is the subject of an existing, non-exclusive license for access to a third party, and that the notice provisions herein are intended to assist in coordinating access to the STAMP Project Double Reed Parcel between all parties with rights of access thereto.

3. Licenses Revocable. This Agreement and the Access License shall be fully revocable by GCEDC at any time until the Purchase and Sale Agreement executed by the Parties and is in effect. Upon the full execution of the Purchase and Sale Agreement and following its effective date, this Agreement may only be terminated as set forth in Section 1 above.

4. Reservation of Fee Simple Interest. The Licenses are created solely for the benefit of Project Double Reed and its affiliates, tenants, occupants, licensees, agents, employees, representatives, contractors, invitees, successors and/or assigns (collectively, the "User Parties"). Subject to the Access License, GCEDC reserves its fee simple interest in the STAMP Project Double Reed Parcel and all rights appertaining thereto, including without limitation, the right to engage in all acts or uses not prohibited by or inconsistent with this Agreement.

5. Insurance.

(a) At all times throughout the term of this Agreement, Project Double Reed shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

- (i) Builder's risk insurance covering loss caused by weather, fire, vandalism or theft affecting the due diligence work.
- (ii) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which Project Double Reed is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of Project Double Reed.
- (iii) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence at the STAMP Project Double Reed Parcel or STAMP Site, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and not less than \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon Project Double Reed by any applicable workmen's compensation law; and a blanket excess liability policy in the amount not less than \$3,000,000, protecting Project Double Reed against any loss or liability or damage for personal injury or property damage.

(b) All insurance required by Section 4 and any insurance carried by the User Parties relating to the STAMP Project Double Reed Parcel shall name GCEDC as named insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by Project Double Reed and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which Project Double Reed is engaged. All policies evidencing such insurance, shall provide for (i) payment of the losses of Project Double Reed and GCEDC as their respective interest may appear, and (ii) at least thirty (30) days' written notice of the cancellation thereof to Project Double Reed and GCEDC.

(c) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with GCEDC on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, Project Double Reed shall furnish GCEDC evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

(d) GCEDC may, from time to time, request and obtain from Project Double Reed new or renewal insurance certificates following the termination or expiration of the previously delivered insurance certificates.

6. Compliance with Laws. Throughout the term of this Agreement, Project Double Reed, at its own sole cost and expense, shall promptly comply and cause the User Parties to comply with all present and future laws, ordinances, rules, regulations and requirements of all governmental authorities, which may be applicable to the access across the STAMP Project Double Reed Parcel.

7. Limitation on Recourse. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any of the members, partners, shareholders or owners of the Parties, the User Parties, or any of its or their respective directors, officers, partners, managers, employees or agents (each, a "Party Protected Person"), for the payment of any amounts due or the performance of any other obligation of such Parties or User Parties under this Agreement. In furtherance of the foregoing, the Parties agree that neither shall seek nor obtain, nor be entitled to seek or obtain, any deficiency or other judgment against any Party Protected Person for any action or inaction under or in connection with this Agreement, and each party hereby releases any Party Protected Person from any such claims.

8. Indemnification. The Parties and the User Parties shall keep, save and hold harmless one another, respectively, from any and all claims, damages and liability of third parties resulting from injury or death of persons or physical loss of or damage to property of third parties caused by (i) the use of the STAMP Project Double Reed Parcel; or (ii) the negligence or willful misconduct by the Parties or the User Parties.

9. Environmental Condition. GCEDC represents and warrants to Project Double Reed that, to GCEDC's knowledge and without any duty of inquiry or investigation, (a) GCEDC has not received any notice of any violation of an environmental laws or regulations related to the STAMP Project Double Reed Parcel (or any portion thereof) and (b) GCEDC is not aware of the existence of any hazardous materials or other environmental conditions at the STAMP Project Double Reed Parcel (or any portion thereof), except as disclosed in the (i) Phase I Environmental Site Assessment of the Wyder Estate Properties (Parcel No. 10.-1-13) dated March 2013 and prepared by Watts Architecture & Engineering, and (ii) Phase I Environmental Site Assessment for Oakfield Alabama Realty (Parcel No. 10.-1-15.11) dated October 2013 and prepared by Watts Architecture & Engineering.

10. Subsequent Owners Bound; Agreement Runs with Land. The provisions of this Agreement shall run with the land and shall bind and inure to the benefit of and be enforceable by the Parties and any future owners of all or any portion of the land, and their respective successors and assigns.

11. No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement to the general public for any public use or purpose whatsoever, it being GCEDC's intention that this Agreement is only for the benefit of Project Double Reed and the User Parties:

12. Notices. All notices, requests, demands, invoices, submissions and other communications under this Agreement shall be made in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whose notice is to be given or on the date received if sent by recognized overnight delivery service or certified US Mail to the party to whom notice is to be given and properly addressed as follows:

To GCEDC at:

Attn: Mark Masse, President and
CEO
99 MedTech Drive
Suite 106
Batavia, NY 14020

To Project Double Reed at:

13. Amendment, Modification or Termination. This Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties.

14. Invalidity. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any conflict of law provision. Any disputes arising hereunder shall be settled in the state courts sitting in the County of Genesee, State of New York or the federal courts in the Western District of New York, and both Parties consent to the personal jurisdiction of said courts and agree not to challenge or assert any defense to the jurisdiction of said courts.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their respective duly authorized representatives, with the intention that it be effective as of the Effective Date.

Genesee County Industrial Development
Agency d/b/a Genesee County Economic
Development Center

Date _____

By: _____

Name: _____

Its: _____

SDC Technology Services, LLC

Date _____

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

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

On this _____, day of _____ in the year 2024, before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this _____ day of _____ in the year 2024, before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A
(STAMP Project Double Reed Parcel map)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency" or "GCEDC") was convened in public session at 99 MedTech Drive, Suite 106, Batavia, New York 14020, on December 5, 2024, at 4:00 p.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

Peter Zeliff, Chairman
Matthew Gray
Craig Yunker
Paul J. Battaglia
Chandy Kemp
Kathleen Manne
Marianne Clattenburg

ABSENT:

THE FOLLOWING ADDITIONAL PERSONS WERE PRESENT:

Mark Masse	President & CEO
Matthew Fitzgerald	Legal Counsel

The attached resolution no. ____ was offered by _____, seconded by _____:

Resolution No. ___-___-___

RESOLUTION DECLARING THE INTENT OF THE GENESEE COUNTY
ECONOMIC DEVELOPMENT CENTER TO ACT AS LEAD AGENCY
PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

Project Name: Western new York Science and Technology Advanced
Manufacturing Park ("STAMP") - Project Double Reed

Location: 6840 Crosby Road, Town of Alabama, NY 14013 ("Site")

WHEREAS, the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center ("GCEDC"), in conjunction with the Genesee Gateway Local Development Corporation ("GGLDC"), the non-profit real estate affiliate of the GCEDC, STAMP Sewer Works, Inc. ("SSW"), and STAMP Water Works, Inc. ("SWW"), have been working on the development of the Western New York Science & Technology Advanced Manufacturing Park ("STAMP" or the "Project"), an advanced manufacturing technology campus on approximately 1,262 acres located on the west side of New York State Route 63/77, approximately five miles north of the I-90/New York State Thruway ("Site") in the Town of Alabama, New York ("Town"); and

WHEREAS, the Agency is authorized and empowered by the provisions of the Chapter 1030 of the Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, development of STAMP has undergone comprehensive review of potential environmental impacts pursuant to the State Environmental Quality Review Act

("SEQRA"), resulting in the completion of Final Generic Environmental Impact Statement ("FGEIS") and the issuance of a written Findings Statement ("2012 Findings") on March 12, 2012 (collectively, the FGEIS and the 2012 Findings are referred to as the "STAMP GEIS"); and

WHEREAS, subsequent development and modifications to STAMP have undergone additional SEQRA review including a smart growth impact statement ("SGIS"); a 2016 Amended Findings Statement to the FGEIS ("2016 Amended Findings"); a 2020 Amended Findings Statement to the FGEIS ("2020 Amended Findings"); a 2021 a SEQRA determination ("2021 SEQR Determination"); a 2022 SEQR update ("2022 SEQR Update"); a negative declaration issued in 2022 ("2022 Negative Declaration"); an amendment to the 2022 Negative Declaration ("2022 Second Amended Negative Declaration"); a negative declaration in 2023 (the "February 2023 Negative Declaration"); and an additional negative declaration in 2024 (the "2024 Negative Declaration"); and

WHEREAS, together, the GEIS, the 2012 Findings, the SGIS, the 2016 Amended Findings, the 2020 Amended Findings, the 2021 SEQR Determination, 2022 SEQR Update; 2022 Negative Declaration, 2022 Amended Negative Declaration, 2022 Second Amended Negative Declaration, the February 2023 Negative Declaration, and the 2024 Negative Declaration constitute the prior environmental reviews for STAMP (collectively, these documents, including each and every supporting document referenced therein, are referred to as the "STAMP GEIS"); and

WHEREAS, in connection with the Project, the Agency received an application for the purchase of land for the proposed construction and operation of a data center project at STAMP ("Project Double Reed")

WHEREAS, in light of the Project Double Reed application, and pursuant to SEQRA, the Agency must satisfy the requirements contained in SEQRA to determine whether Project Double Reed will result in any significant adverse environmental impacts that were not addressed in the STAMP GEIS; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. The Agency, having served as the Lead Agency for all development related to STAMP since its inception, proposes to conduct a coordinated review for this Type I action and believes, as the entity with primary responsibility for the review and implementation of Project Double Reed, that it is in the best position to investigate all potential impacts associated with Project Double Reed (in close cooperation with relevant regulatory authorities), and has the authority to impose any and all

appropriate mitigation measures. Thus, the Agency declares its intent to act as Lead Agency for Project Double Reed.

Section 2. The Agency requests that all involved agencies have the appropriate personnel within each agency review Part 1 of the Environmental Assessment Forms (“**EAFs**”) and provide the Agency with any comments the Agency should consider concerning Lead Agency status for Project Double Reed.

Section 3. The President & CEO of the Agency is hereby authorized and directed to distribute appropriate notice of this Resolution to all potential interested and/or involved agencies and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 4. This Resolution, which was adopted by a majority vote of the Agency on December 5, 2024, shall take effect immediately.

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

Peter Zelif	VOTING _____
Matthew Gray	VOTING _____
Paul Battaglia	VOTING _____
Marianne Clattenburg	VOTING _____
Chandy Kemp	VOTING _____
Kathleen Manne	VOTING _____
Craig Yunker	VOTING _____

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned (Assistant) Secretary of the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the Agency, including the Resolution contained therein, held on December 5, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ___th day of December, 2024.

(Assistant) Secretary



BUF01 – PROJECT DOUBLE REED

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER DEVELOPMENT APPLICATION

BUF01 - GCEDC Application

NOVEMBER 26, 2024

DEVELOPMENT APPLICATION

Project Name: BUF01 – Project Double Reed

Location: Genesee County, New York

Date: November 26, 2024

To: **Mark Masse**
President and CEO
Genesee County Economic Development Center

Chris Suozzi
Executive VP of Business and Workforce Development
Genesee County Economic Development Center

From: **Bradley Wells**
Site Selection and Development Manager
Stream Data Centers

INTRODUCTION

Company Overview

Since 1999, Stream Data Centers has set new standards for innovation, operational excellence, and sustainability in the data center industry. With over 90% of its inventory leased to Fortune 100 customers, the company has acquired, developed and managed complex data center projects for the world's most demanding users.

From location strategy and site selection to data center construction and operations, Stream focuses on build-to-suit facilities for hyperscale users in major markets across the United States. Further, as the company's site development affiliate, Headwaters employs a team of hyperscale experts dedicated to data center industry, helping Stream and others uncover low-risk land sites for optimum data center development. Additionally, Stream provides energy procurement services with a focus on reducing market risk and providing low-cost renewable energy options.

Stream Data Centers is headquartered in Dallas, Texas and is the technical real estate affiliate of Stream Realty Partners, a full service commercial real estate investment, development and services company with 1,400+ professionals in 17 core markets, and \$8.8 billion in annual transactions.

Why Stream?

Stream is more than just a development partner; we're a catalyst for progress. With a proven track record spanning over 25 years, we've been at the forefront of the data center industry since its beginnings, transforming communities and driving economic growth.

Our vision aligns seamlessly with the goals of the Science Technology and Advanced Manufacturing Park (STAMP) as the heart of the Buffalo-Rochester Tech Corridor. We possess the financial capacity, technical expertise, and unwavering commitment to bring multi-billion-dollar projects to life, right here in Genesee County.

By choosing Stream, you're not just selecting one of the best data center development and operational teams you're investing in a future filled with:

- **Job Creation:** Skilled, high-paying jobs that stimulate the local economy.
- **Significant Revenue:** Substantial tax revenue to support essential community services.
- **Community Pride:** Development that positions Genesee County as a hub for innovation and technology.

Let's work together to turn the vision of STAMP into a reality.

Project Description

A State-of-the-Art Data Center Campus

Project Double Reed is a 1,200,000-square-foot data center campus and demonstrates Stream Data Centers' commitment to developing projects that benefit local communities. Our facilities are designed to be both technologically advanced and aesthetically pleasing. Further, as a leading partner to world-class tech companies, Stream Data Centers is developing this facility to meet their exacting needs, and this project is currently engaged with a Fortune 50 company as a tenant.

Economic Impact and Job Creation

The development of this data center will significantly contribute to the local economy. It will generate substantial investment in construction and critical infrastructure and create numerous skilled, high-paying jobs in technical and support roles. This includes permanent positions for skilled trade professionals to maintain critical equipment, IT support, and physical security personnel. The project is expected to sustain a workforce of approximately 140 employees. Data centers are a valuable asset to local communities, generating substantial revenue without placing a significant burden on public services.

Infrastructure

To ensure the project's long-term sustainability and minimal environmental impact, the data center project will incorporate a comprehensive infrastructure design. This includes advanced energy strategies, efficient water usage, and acoustic mitigation measures.

- **Energy Strategy:** Advanced cooling technologies will minimize energy consumption and reduce environmental impact. The project will require a connection to the utility power grid. The Genesee Economic Development Center (GECEDC) has secured NYISO approval for a 300MW substation and its expansion to 600MW total. The project is estimated to require approximately 250MW of utility power.
- **Emergency Backup Power:** Emergency diesel-powered generators will provide backup power, ensuring uninterrupted operations during utility power outages to support critical IT and house loads, such as lighting and essential health, safety, and security systems. Due to the infrequent use of these generators given the project's connection to high-voltage transmission infrastructure, it is anticipated that air emissions for the project will comply with all state and local requirements.
- **Water Efficiency and Conservation:** The facility's water and wastewater usage are anticipated to be similar to that of a small office building with a comparable number of occupants. Water consumption will primarily be for domestic purposes, such as restroom facilities and limited kitchen preparation. Building cooling will be achieved through the use of air-cooled technology.
- **Environmental Management:** The project will avoid sensitive environmental resources, including wetlands and streams. Best management practices will be implemented to capture, treat, and release rainwater runoff from the site. The preliminary site design includes stormwater management basins for volume control. Additional treatment measures will be considered during detailed design and engineering.
- **Acoustics Approach:** To optimize development alignment with STAMP's intended uses, we will conduct professional noise studies and modeling during the design and engineering phase. Our team will engineer acoustic treatments as a result of these studies for potential noise sources, such as emergency backup units and cooling equipment, to ensure strict adherence to all local permitting and ordinance requirements.

Community Integration and Safety

While driving technological advancement, the project is committed to being a good neighbor. Through thoughtful design and careful planning, we aim to enhance the local community.

- **Architectural Design:** The project will incorporate architectural design that enhances the site through landscape, building fenestration, and material detailing. These interventions will work cohesively to integrate the buildings into their wider context of STAMP, highlighting the innovation being developed there.

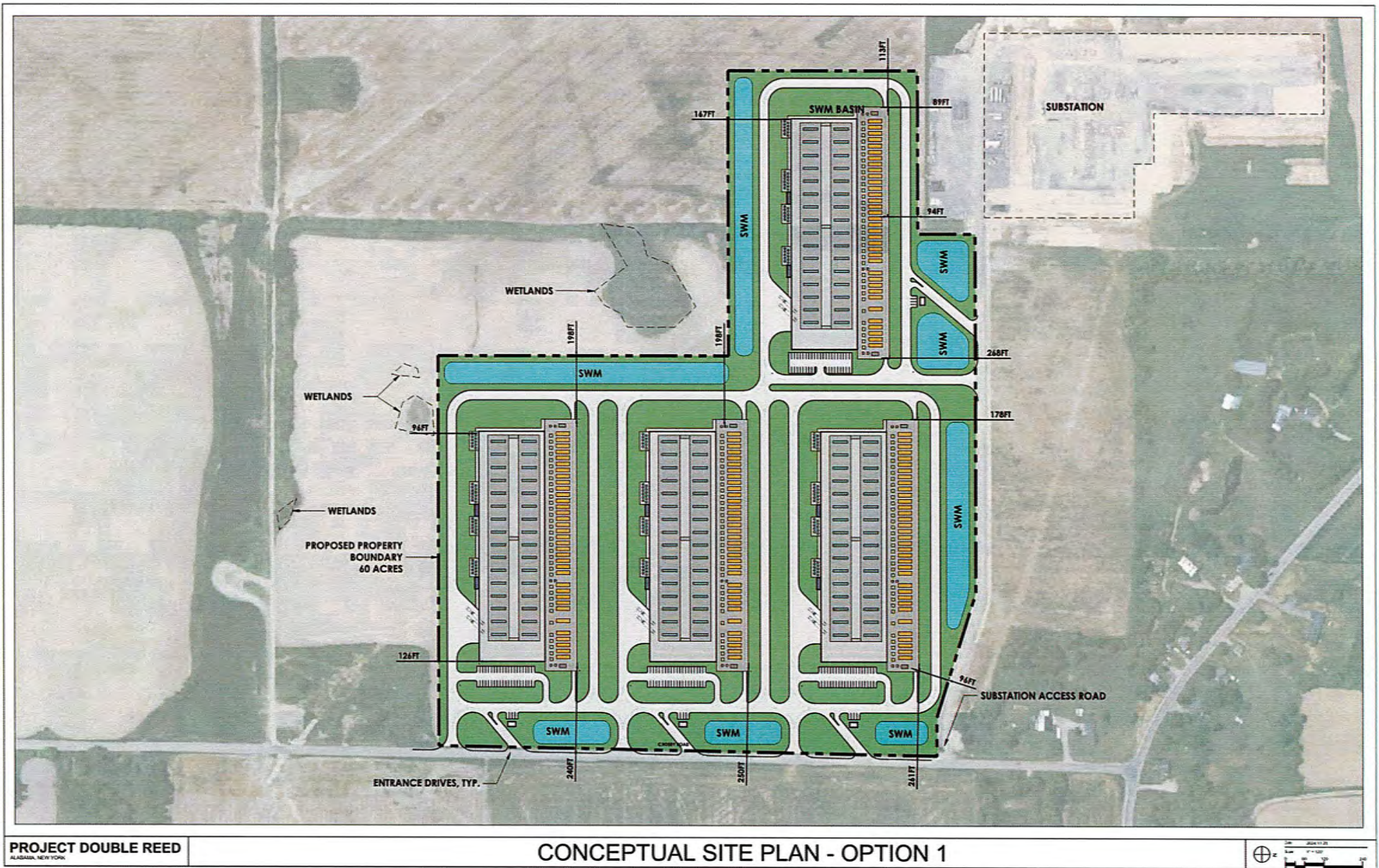
Preliminary conceptual designs as shown in the following exhibits and supplementary materials include two options, which will be based on the final technical requirements of the expected tenant:

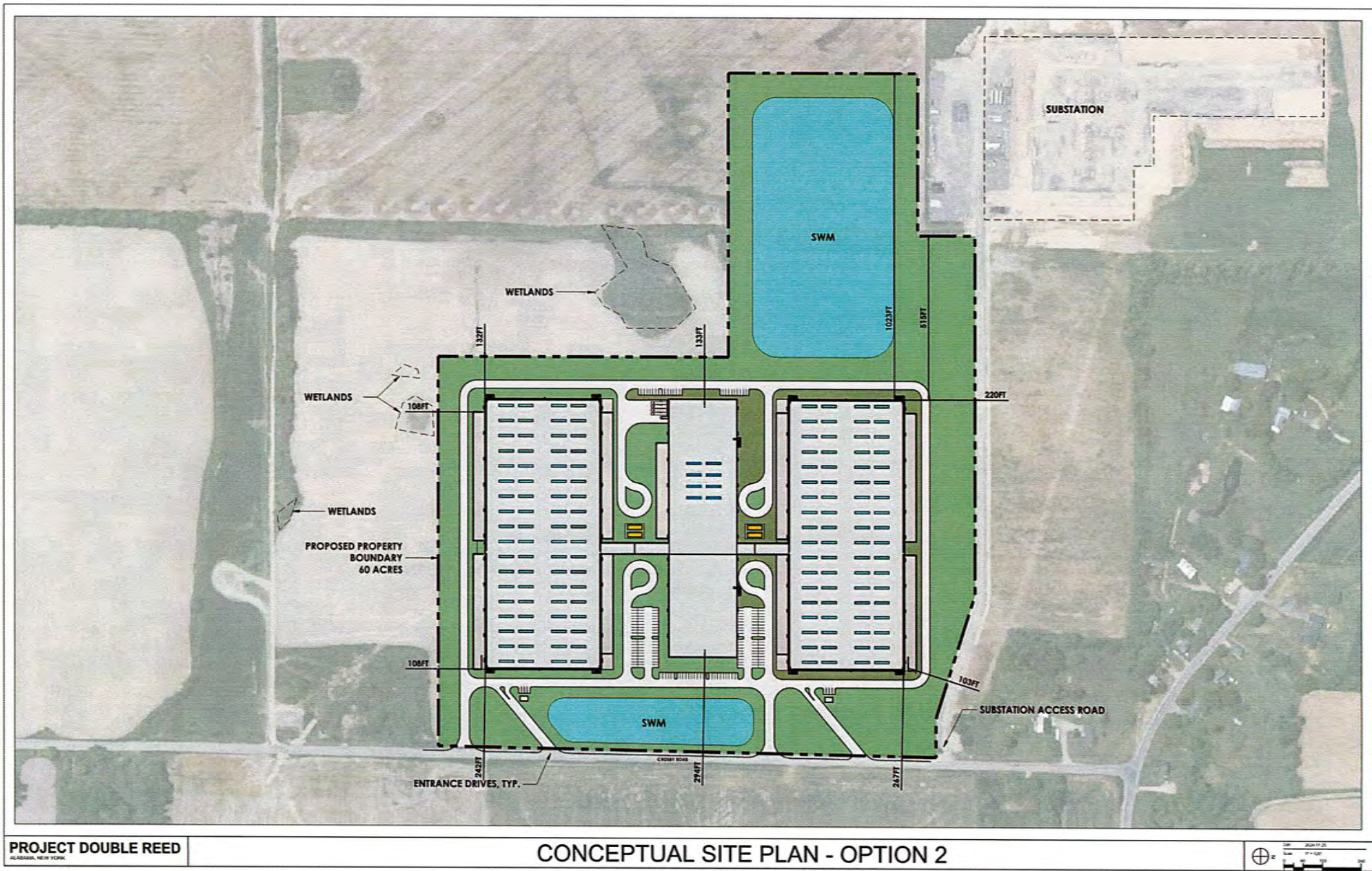
- **Option 1:** Four, two-story buildings totaling approximately 1,200,000 square feet, with an expected building height of 50-feet to the parapet and 65-feet to the top of the architectural rooftop screen.
 - **Option 2:** Three, one-story buildings totaling approximately 900,000 square feet, with an expected building height of 33-feet to the parapet and 41-feet to the top of the architectural rooftop screen.
-
- **Public emergency services:** Demand on public emergency services for data center facilities are low. Data center facilities directly hire professional emergency and security services for support of operations, reducing the demand on external services. Further, these advanced facilities have detailed emergency response plans, ensuring that any emergency has detailed and rehearsed scenarios to ensure the health, safety, and welfare of staff and visitors. These plans aid in determining appropriate escalation for emergencies which rise above the standard operational capabilities of on-site staff and are closely coordinated with local emergency services.
 - **Traffic:** Traffic impacts to the local road network during operation are limited to passenger vehicles associated with employees, with limited/infrequent heavy-duty vehicles for delivery / equipment maintenance.

Project Double Reed is poised to deliver a world-class data center facility that aligns with the vision of the Genesee Economic Development Center (GCEDC). Our commitment to sustainability, community integration, and operational excellence makes us the ideal partner to bring this project to life.

EXHIBITS AND SUPPLEMENTARY MATERIALS

CONCEPTUAL SITE PLANS



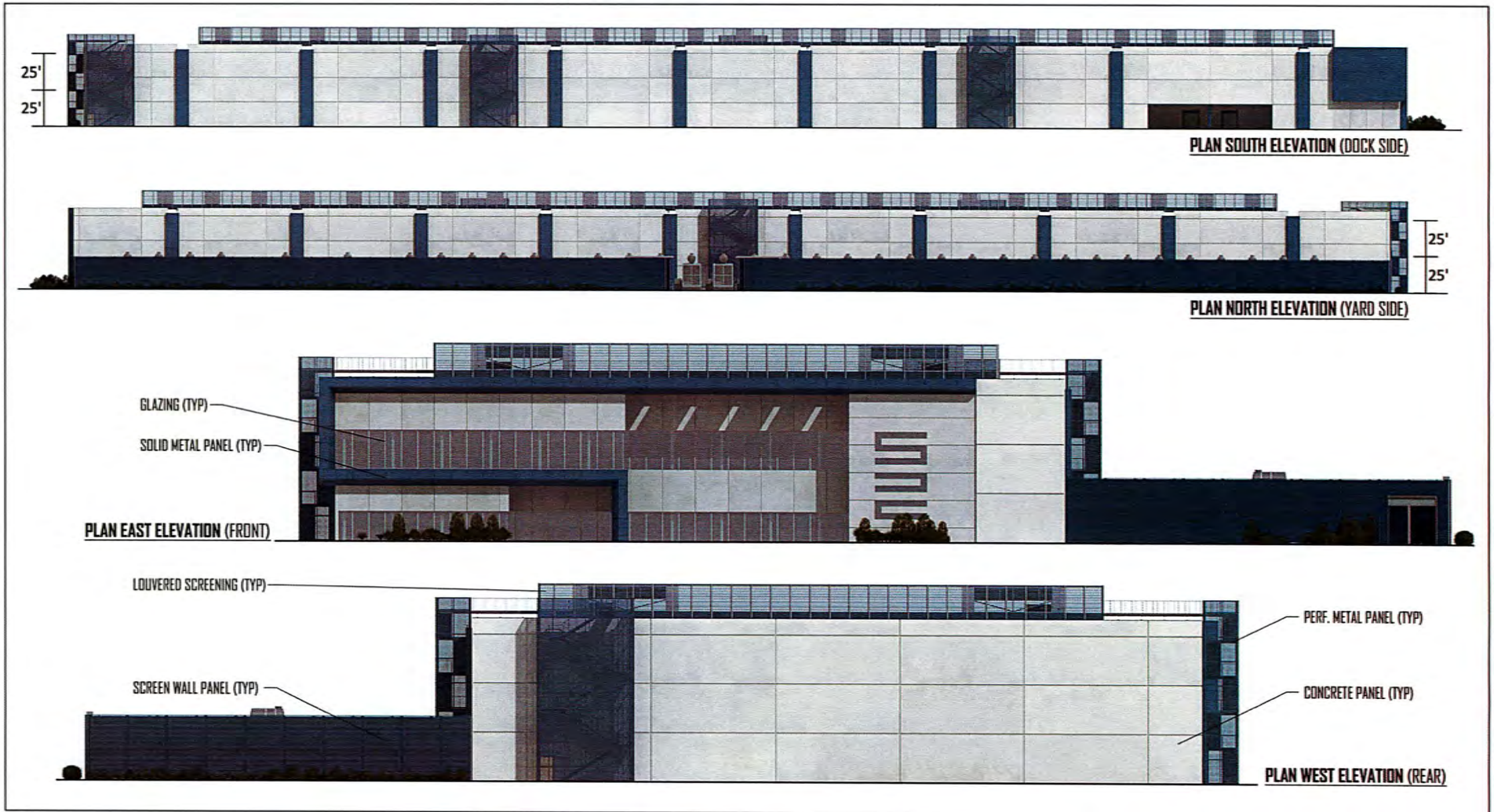


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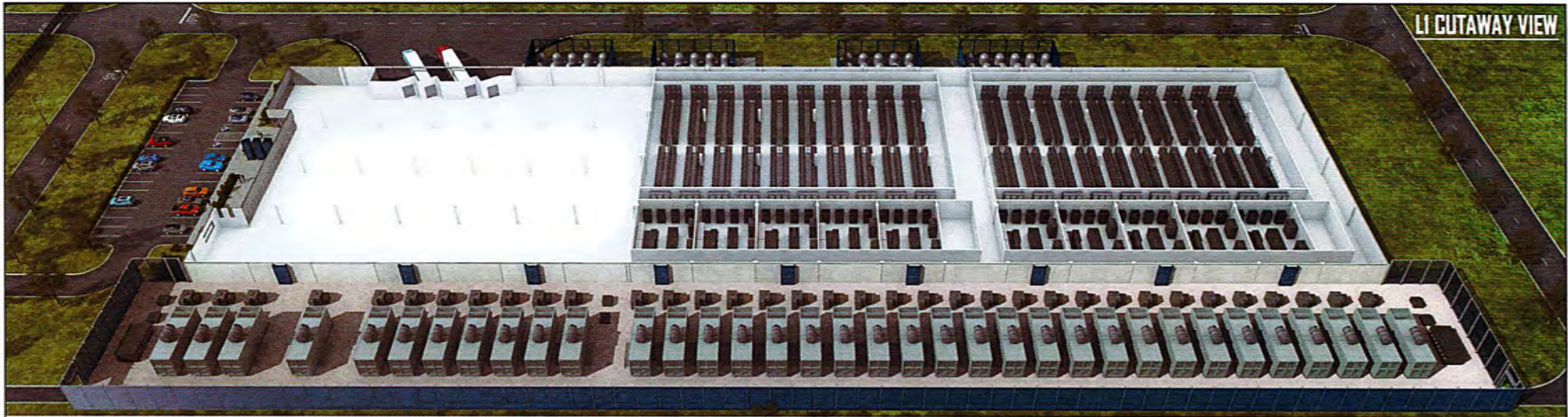
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CONCEPTUAL ARCHITECTURALS

OPTION 1 CONCEPTUAL ARCHITECTURALS



***Note:** Color scheme is representative of standard architectural computer model. Colors, finishes, and fenestration subject to final design and engineering.



LI CUTAWAY VIEW



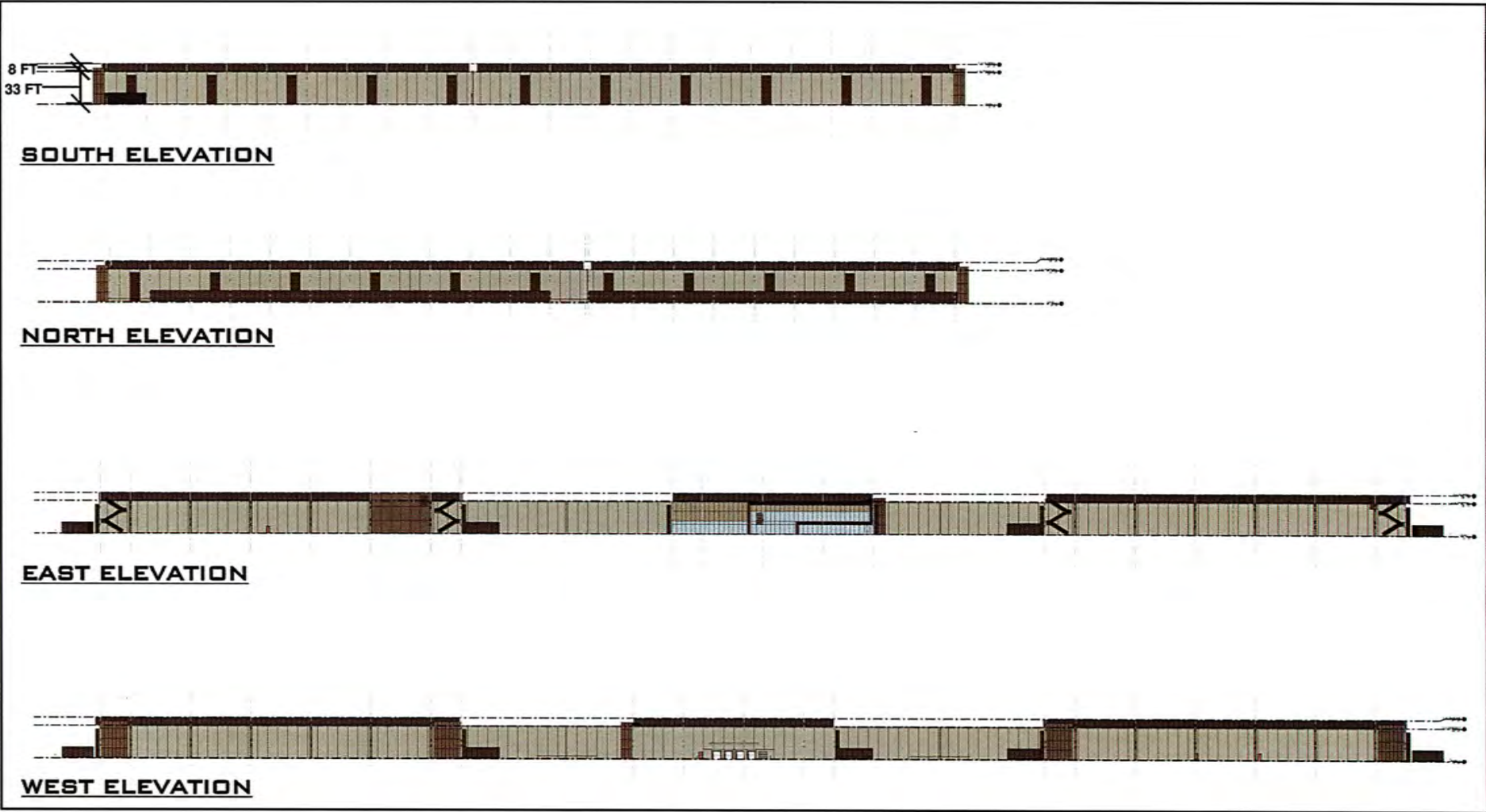
AERIAL VIEW (DOCK SIDE)



AERIAL VIEW (YARD SIDE)

**Note: Color scheme is representative of standard architectural computer model. Colors, finishes, and fenestration subject to final design and engineering.*

OPTION 2 CONCEPTUAL ARCHITECTURALS



**Note: Color scheme is representative of standard architectural computer model. Colors, finishes, and fenestration subject to final design and engineering.*



BUILDING MASSING



FRONT HEADHOUSE - PERSPECTIVE VIEW



FRONT HEADHOUSE - ELEVATION VIEW



DATA HALLS - PERSPECTIVE VIEW

**Note: Color scheme is representative of standard architectural computer model. Colors, finishes, and fenestration subject to final design and engineering.*

PRELIMINARY TECHNICAL INFORMATION

Utility Power Summary

The project requires a connection to the utility power grid. The Genesee Economic Development Center (GEDC) has obtained approval from the New York Independent System Operator (NYISO) for a 300MW substation with an expected expansion to 600MW. The project is projected to require approximately 250MW of utility power to adequately support critical IT capacity.

Emergency Backup Power and Air Emissions Summary

Emergency Backup Power:

The project will utilize diesel backup generation to support critical IT and house loads, such as lighting and essential health, safety, and security systems. These units will operate on diesel fuel stored in on-site belly tanks, integrated into the manufacturer's standardized equipment. The fuel tank capacity is estimated to be approximately 9,500 gallons. Routine operation is for limited monthly testing and routine maintenance. Emergency operation, during periods of utility power outage, is anticipated to be infrequent due to the project's connection to high-voltage transmission infrastructure.

Air Emissions:

The project's primary source of air emissions will be stationary diesel backup generators. The project has undergone the required modeling to verify emissions compliance and will adhere to all local and state permitting and emissions regulations. Given its size and operational nature, the project is not anticipated to require Federal Clean Air Act Title IV or Title V permitting. Additionally, the diesel generators are not expected to emit Perfluorocarbons (PFCs) or Hydrofluorocarbons (HFCs).

Traffic Summary

Proposed Development:

The proposed data center project is expected to generate a limited amount of traffic, primarily from employee vehicle trips. While initial estimates based on the ITE Trip Generation Manual suggest a potential for 1,188 daily trips, a more refined analysis considering recent technological advancements and operational efficiencies indicates a significantly lower estimate of 900 daily trips.

It's important to note that the ITE Trip Generation Manual data is based on limited surveys from the 2010s, which may not accurately reflect the reduced staffing needs and operational changes in modern data centers. Therefore, the adjusted estimate of 900 daily trips is more aligned with current industry trends and practices.

Furthermore, most of these trips will be from passenger vehicles, with heavy-duty vehicle traffic for deliveries and maintenance being infrequent. The peak hour traffic impact is expected to be 108 AM peak hour trips and 36 PM peak hour trips.

Similar sized uses for warehousing (ITE Code 140) and manufacturing (ITE Code 150), represent significantly more weekday daily trips than the proposed data center use, at approximately 2,088 and 3,864 respectively.

Future Improvements:

The STAMP Master Plan envisions a bypass road connecting Stamp Drive to Crosby Road near Route 77. To accommodate this future connection, the intersection of Crosby Road and Route 77 is slated for reconstruction into a roundabout. While this intersection currently doesn't pose significant traffic concerns, a roundabout would address geometric challenges and enhance traffic flow. Roundabouts are proven to significantly reduce accidents compared to traditional intersections.

It's important to note that most STAMP-related traffic is anticipated to originate and terminate near I-90, south of the site. Consequently, the impact of STAMP traffic on the Crosby Road and Route 77 intersection is expected to be negligible.

Stormwater Management Summary

Project Double Reed is committed to sustainable stormwater management practices. The project will incorporate a comprehensive stormwater management system to capture, treat, and release rainwater runoff, minimizing its impact on local hydrology.

Key Stormwater Management Features:

- **Stormwater Management Basins:** These basins will be strategically located on the site to capture and store stormwater runoff, reducing peak flow rates and preventing flooding.
- **Permeable Surfaces:** The project will explore opportunities to incorporate permeable paving materials, such as porous asphalt or permeable concrete, in parking areas and walkways to allow rainwater to infiltrate the ground.
- **Green Infrastructure:** Green infrastructure elements, such as rain gardens and bioswales, will be integrated into the site design to filter pollutants, reduce runoff volume, and create attractive green spaces.

The project will require site clearing and preparation, adhering to New York State Department of Environmental Conservation permits, including a Stormwater Pollution Prevention Plan (SWPPP). Stormwater management facilities will be designed to handle increased peak flows from development, aiming to release water at or below existing rates.

Geotechnical investigations will confirm soil conditions and, should sub optimal infiltration rates be observed, underdrains may be integrated for drainage and infrastructure longevity. The final design will consider the wider STAMP site's hydrology to preserve existing flow patterns and system integrity.

Preliminary stormwater management basins are shown on the provided Conceptual Site Plan. As the project progresses through final design and engineering phases, we will continue to explore innovative stormwater management techniques to enhance the overall sustainability of the development.

Geotechnical Summary

A comprehensive geotechnical investigation was conducted by the GCEDC in December 2017 to assess the subsurface conditions at the Project Eagle site. This evaluation involved a series of 25 test borings, installation of 5 groundwater observation wells, and a seismic shear wave survey. Additionally, laboratory testing was performed on soil and bedrock samples collected from the site.

The results of the investigation indicate that the subsurface conditions at the site are generally favorable for the proposed development. The soil profile primarily consists of various layers of clay, silt, and sand, which are suitable for supporting conventional spread foundations and slab-on-grade construction. The site was classified as Seismic Site Class "C" based on the seismic shear wave survey, indicating moderate seismic ground motion. The soil conditions were also determined to be not susceptible to liquefaction during seismic events.

While the 2017 study provides a solid foundation for the project, localized geotechnical investigations will be necessary prior to the final design and engineering of specific buildings and infrastructure. These additional studies will allow for a more detailed understanding of site-specific conditions and enable the development of tailored foundation designs and construction methods.

EMERGENCY SERVICES CONFIRMATION

The project team has initiated outreach to the following local emergency service providers to foster collaboration and ensure effective emergency response. The goal of these initial outreach efforts is to inform these agencies about the project scope, understand their current level of service capabilities, and establish strong working relationships. These connections will be crucial in developing comprehensive emergency response plans and protocols, which is site specific for each facility's unique resources.

Genesee County Sheriff's Office

The project team initiated outreach to the Genesee County Sheriff's Office to confirm impacts to emergency services related to construction and operation of the proposed development. Feedback indicated that our data center facilities operation would have "minimal impact" on existing levels of service or the number of law enforcement dispatch requests.

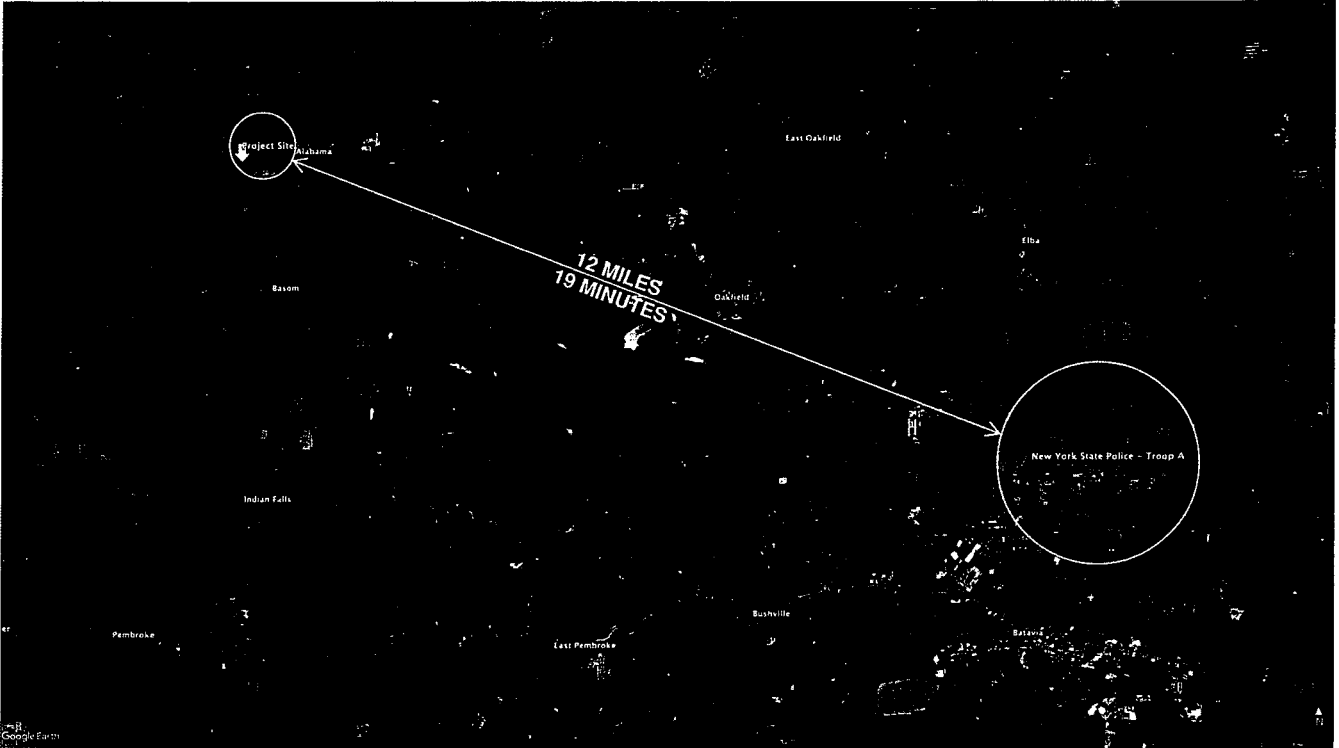
Location Exhibit:



New York State Police, Troop A

The project team initiated outreach to the New York State Police, Troop A Headwaters to confirm impacts to emergency services related to construction and operation of the proposed development. Feedback indicated that our data center facilities operation would have “minimal impact” on existing levels of service or the number of law enforcement dispatch requests.

Location Exhibit:



Alabama Volunteer Fire Department

The project team initiated outreach to the Alabama Volunteer Fire Department to confirm impacts to emergency services related to construction and operation of the proposed development. Feedback indicated that our data center facilities operation would increase fire calls “to a negligible amount”, primarily due to false alarms and/or in support of Emergency Medical Services.

The Alabama Volunteer Fire Department has Emergency Support Facilities at the following locations, within 2–6-minute drive time of the proposed development, with support apparatus split between the two locations:

- **Fire Station 1 – 2230 Judge Road**
 - Engine 1 – International 4900
 - Tanker 5 – International
- **Fire Station 2 – 1717 Lewiston Road**
 - Engine 2 – Spartan Metro Star
 - Squad 4 – 2015 Ford Expedition
 - Rescue 19 – International 4900 Rescue Walk In

Location Exhibit:



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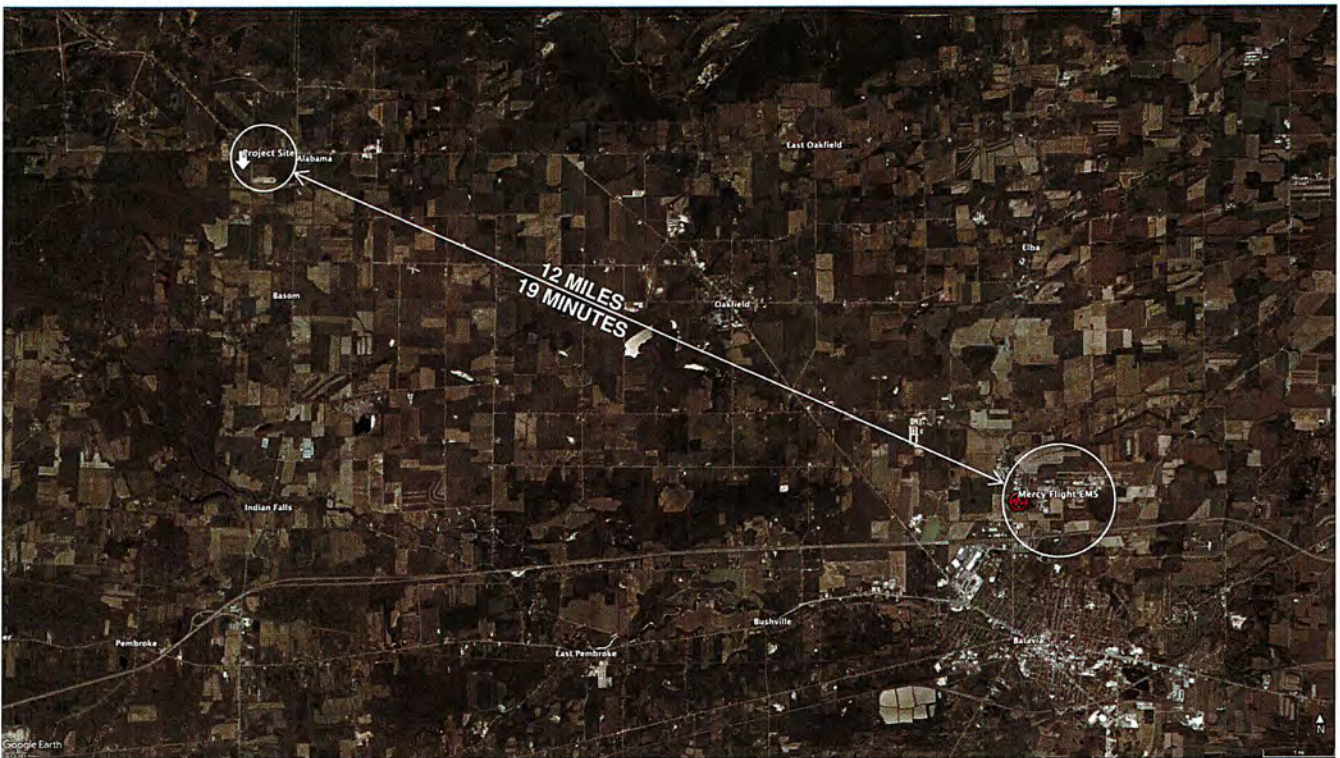
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Mercy Flight EMS

The project team initiated outreach to Mercy Flight EMS to confirm impacts to emergency services related to construction and operation of the proposed development. Feedback indicated that our data center facilities operation would have “little to no impact” on dispatch calls, especially during operation, where health and safety risks are low in comparison to active construction.

Note that Alabama Volunteer Fire Department also has the capability for Emergency Medical Services and works in collaboration with other service providers in the area to assist dispatch calls.

Location Exhibit:



Genesee County Office of Emergency Management

The project team initiated outreach to the Genesee County Office of Emergency Management to confirm capability and related emergency management risks / opportunities. Conversations with the agency focused on hazardous material management and emergency response plans for the facility. Construction and operation of a data center facility includes the presence / utilization of certain hazardous materials, which includes common materials and substances related to on-site electrical generation (Liquid Petroleum Storage) and high-voltage electrical equipment (Electrical Transformers and Transmission Lines).

EMERGENCY RESPONSE PROCEDURES AND DRILLS

Emergency Response Procedures

To ensure the safety and well-being of all personnel and visitors, the project will establish comprehensive Emergency Action Plans (EAPs). These plans will be tailored to site-specific requirements and will outline procedures for rapid response to a variety of potential emergencies, including:

- **Electrical Faults:** Responses to both medium and high voltage incidents.
- **Power Outages:** Procedures for handling on-site generation failures.
- **Spill Response:** Protocols for addressing petroleum storage and transfer incidents.
- **General Emergencies:** Plans for non-data center specific issues such as elevator malfunctions, security alarms, and first aid situations.

These EAPs will be accessible in both physical and digital formats and will include escalation procedures for internal and external notifications. Life safety emergencies will always trigger immediate notification of emergency services, while other operational issues will be classified and addressed based on their severity.

Emergency Drills

Regularly scheduled emergency drills will be conducted to ensure staff preparedness and familiarity with emergency procedures. These drills will simulate real-world scenarios, allowing staff to practice their response skills. Visitors to the site will be required to adhere to established safety protocols, informed by these regular training exercises.

NEW YORK STATE SEQR – EAF PART 1

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Project Double Reed		
Project Location (describe, and attach a general location map): Genesee County Science, Technology, and Advanced Manufacturing Park (STAMP), Town of Alabama, New York		
Brief Description of Proposed Action (include purpose or need): The proposed action involves the development of a 60 acre parcel within the Genesee County Science, Technology, and Advanced Manufacturing Park (STAMP) in the Town of Alabama, New York. The proposed action will include construction of multiple buildings totaling approximately 1,200,000 square feet, with supporting road access and campus security measures, on-site vehicular circulation, parking, utility services and supporting infrastructure, equipment storage and operation yards. Stormwater management facilities will also be implemented for the control and treatment of on-site runoff. The proposed location of the site is on the west side of Crosby Road, approx. 660' south of its intersection with Lewiston Road (Hwy. 77). The entire STAMP site was subject to previous SEQRA review per the DGEIS dated April 11, 2011.		
Name of Applicant/Sponsor: SDC Technology Services, LLC	Telephone: 214.267.0400	E-Mail: info@stream-dc.com
Address: 2001 Ross Avenue		
City/PO: Dallas	State: TX	Zip Code: 75201
Project Contact (if not same as sponsor; give name and title/role): Bradley Wells, Site Selection and Development Manager	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Genesee County Industrial Development Center d/b/a Genesee County Eco Dev Center	Telephone: 585-343-866, ext. 17	E-Mail: mmase@gcedc.com
Address: 99 MedTech Drive, Suite 106		
City/PO: Batavia	State: NY	Zip Code: 14020

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Town of Alabama Planning Board: SEQR, Site Plan, Grading Plan	
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Local Fire Review; Town of Alabama: Bldg. Permit, Certif. of Occupancy	
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Genesee County Planning Board GML Review; GCEDC: Utility Review, Host Agreement	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC: Stormwater, SPDES, Chem. Storage, Air Quality	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 Technology District - 1

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Oakfield - Alabama CSD

b. What police or other public protection forces serve the project site?
Genesee County Sheriff's Office / New York State Police

c. Which fire protection and emergency medical services serve the project site?
Town of Alabama Volunteer Fire Dept.; Genesee County Emerg. Mgt. Services; Mercy Flight Service

d. What parks serve the project site?
Town of Alabama wildlife conservation areas include the NYSDEC Tonawanda WMA, the NYSDEC John White WMA, and the federal Iroquois National Wildlife Refuge .

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Industrial - Technology Services

b. a. Total acreage of the site of the proposed action? _____ 60 acres
 b. Total acreage to be physically disturbed? _____ 60 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 60 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
Industrial - Technology Services
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? 1
 iv. Minimum and maximum proposed lot sizes? Minimum approx 60 ac Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ 24 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 4
 ii. Dimensions (in feet) of largest proposed structure: 70 height; 350 width; and 800 length
 iii. Approximate extent of building space to be heated or cooled: 1,200,000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
If Yes:

i. Total anticipated water usage/demand per day: _____ 10,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
If Yes:

- Name of district or service area: STAMP Water Works, Inc.
 - Does the existing public water supply have capacity to serve the proposal? Yes No
 - Is the project site in the existing district? Yes No
 - Is expansion of the district needed? Yes No
 - Do existing lines serve the project site? Yes No
- iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
Waterline extension to property line, approx. 2,000 LF, from the GCEDC STAMP WWTF
- Source(s) of supply for the district: Genesee County

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
If Yes:

- Applicant/sponsor for new district: _____
 - Date application submitted or anticipated: _____
 - Proposed source(s) of supply for new district: _____
- v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
If Yes:

i. Total anticipated liquid waste generation per day: _____ 10,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
If Yes:

- Name of wastewater treatment plant to be used: STAMP Sewer Works via agreement with Oakfield WWTP
- Name of district: STAMP Sewer Works, Inc.
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

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• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____
 A new force main and pump station is currently being designed and will be constructed in 2025. Route is direct from STAMP site to Oakfield WWTP

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

 vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____
 No recycling or reuse of liquid waste is planned. All waste generated on the site will be captured via traditional sanitary sewer piping and piped to the STAMP main pump station for disposal.

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ 40 acres (impervious surface)
 _____ Square feet or _____ 60 acres (parcel size)
 ii. Describe types of new point sources. Rainwater runoff from parking areas, roadways, building roofs and associated walking paths and equipment yards.

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
 On-site stormwater management facilities that will outlet to and be conveyed to a storm pipe system along Crosby Road.
 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
 Air emissions from heavy construction equipment, passenger vehicles (Permanent Employees and Temporary Construction), Electric Generation
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
 Backup Generation

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ 6,000 Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ 0.05 Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ 0 Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ 0 Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ 0 Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ 0 Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
 iii. Parking spaces: Existing _____ 0 _____ Proposed _____ 160 _____ Net increase/decrease _____ +160
 iv. Does the proposed action include any shared use parking? Yes No
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:
 The internal private drive network will loop and have access points onto Crosby Road or via easement agreements
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No
 If Yes:
 i. Estimate annual electricity demand during operation of the proposed action: _____
 250MW
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
 Transmitted by New York Power Authority and delivered by National Grid
 iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.
 i. During Construction:
 • Monday - Friday: _____ 7:00 AM - 5:00 PM _____
 • Saturday: _____ 7:00 AM - 5:00 PM _____
 • Sunday: _____ Not Applicable _____
 • Holidays: _____ Not Applicable _____
 ii. During Operations:
 • Monday - Friday: _____ Continuous (24 hours) _____
 • Saturday: _____ Continuous (24 hours) _____
 • Sunday: _____ Continuous (24 hours) _____
 • Holidays: _____ Continuous (24 hours) _____

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:
 Construction: Heavy equipment operation, materials bending and dumping, possible riveting and jackhammering - 7 AM to 5 PM Mon-Sat;
 Operations: Emergency Electric Generation during Power Outages (infrequent)

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Exterior lighting/fixtures on new buildings, parking areas, and access drives. Perimeter lighting will include shield to prevent spill onto adjacent properties. The Emerson Vacuum facility will be across Crosby Rd., approx 500' away.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored Diesel [In Gallons]

ii. Volume(s) 1,500,000 per unit time _____ year (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____
Electric Generators with Belly Tank Storage

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s): _____

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ 883 tons per _____ year (unit of time)
- Operation : _____ 120 tons per _____ year (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: All commercially feasible options for minimization, recycling, or reuse to avoid disposal will be undertaken, including source reduction, material reuse, recycling, and composting to divert waste from landfills
- Operation: All commercially feasible options for minimization, recycling, or reuse to avoid disposal will be undertaken, including source reduction, material reuse, recycling, and composting to divert waste from landfills.

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Solid waste generated on-site will be collected in clearly marked and designated containers, dependent on local regulations and waste type, and then disposed of at permitted landfills, recycled, or composted.
- Operation: Solid waste generated on-site will be collected in clearly marked and designated containers, dependent on local regulations and waste type, and then disposed of at permitted landfills, recycled, or composted.

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s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe:

The site is situated within a developing industrial park, which is comprised of legacy single-family residential and agricultural uses.

b. Land uses and covertsypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1	35	+34
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	59	0	-59
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Stormwater Management and Open Space</u>	0	25	+25

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c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

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v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Odessa silt loam	66.4 %
Canadaigua silt loam	17.6 %
Ovid silt loam	16 %

d. What is the average depth to the water table on the project site? Average: _____ >14 feet

e. Drainage status of project site soils: Well Drained: 0.5 % of site
 Moderately Well Drained: 93.9 % of site
 Poorly Drained: 5.6 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: 94.5 % of site
 10-15%: 5.5 % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name WOTUS Approximate Size 1.6 Acres
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

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<p>m. Identify the predominant wildlife species that occupy or use the project site:</p>		
Whitetail Deer	Common Rodents	passerine birds, raptors, woodpeckers
Painted turtles, garter snakes		game birds
(Source: STAMP DGEIS)		
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 		
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): _____</p> <p>Heartleaf Plantain, Least Bittern (Source: STAMP DGEIS)</p>		
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing: _____</p> <p>Horned Lark (Source: STAMP DGEIS)</p>		
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>Increased noise, traffic, security fencing, and human presence</p>		
<p>E.3. Designated Public Resources On or Near Project Site</p>		
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>		
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>		
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>		
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>		

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): Indigenous Tribal Communities. Phase I,II, and III arch. investigation conducted on all but 1 site...see below.

ii. Basis for identification: All sites investigated & cleared but 1 small resi. parcel; will conduct arch investigation before development

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: Tonawanda Wildlife Management Area, John White Wildlife Management Area, Iroquois National Federal Wildlife Refuge

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): State and Federal Wildlife Management Areas

iii. Distance between project and resource: 1.0 mi / 0.66 mi / 0.66 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Project Double Reed Date November 26, 2024

Signature  Title Site Selection and Development Manager

GCEDC

Mowing contract for STAMP

Discussion: The GCEDC Received a proposal for mowing of the mitigation areas at STAMP for 2025 in accordance with the terms of the Part 182 Permit.

Fund commitment: \$2,000 from mitigation funds escrow of STAMP Part 182 Permit. This amount was included in the escrow estimate when the account was established.

Board action request: Approval of mowing contract for \$2,000 with Genesee County Highway Department.



GENESEE COUNTY DEPARTMENT OF PUBLIC WORKS

153 Cedar Street
Batavia, New York 14020
Phone: (585) 344-8508 Fax: (585) 343-9303

Timothy J. Hens, P.E. Commissioner
Paul Osborn, Deputy Commissioner
Craig Smith, Deputy Commissioner

Laura Wadhams P.E.
Assistant County Engineer
Justin Gerace, EIT
Assistant County Engineer
Chris Klein
Fleet Maintenance Supervisor
Jason Long
Airport Supervisor

11/8/24

GGLDC
Attn: Mark Masse, President & CEO
99 MedTech Drive
Suite 106
Batavia, NY 14020

Dear Mark:

Here are the requested quotes for providing mowing services at the business parks listed below for the 2025 season:

A. Genesee Valley Agri-Business Park -

1. Mowing adjacent to paved roadways within park 1 time a month
2. Finish mow Rt. 5 entry sign lawn areas on a regular basis (avg. every 7-10 days)
3. Finish mow Rt. 63 entry sign lawn area on a regular basis (avg. every 7-10 days)
4. Mowing 2 retention ponds 2 times a year
5. Brush hog East side of N. Ag Park Road 2x within the time period.
6. Brush Hog West side of N. Ag Park Dr. 2x within the time period

Mowing - @\$1,600.00 per month x 6 (May-Oct)	= \$ 9,600.00
Ponds - @\$500.00 each time per year x 2	= \$ 1,000.00
Brushhog - @\$1,000.00 each time per year x2	= \$ 2,000.00
2025 GVAB Park mowing Total	\$12,600.00

B. WNY Stamp Business Park

1. Brush hog Part 182 Mitigation Field (1/2 field) x1 (Aug 15-31) = \$ 1,000.00
 2. Brush hog Mitigation Field (1/3 Field) Alleghany Rd x1 (Aug 15-31) = \$ 1,000.00
- 2025 STAMP Mowing Total \$ 2,000.00**

2025 Mowing total for all Parks = \$14,600.00

If you have any questions regarding this proposal, please feel free to contact me at (585) 344-8508 ext. 3704 or via email at paul.osborn@geneseeny.gov

Paul A. Osborn, Genesee County Deputy Commissioner of Public Works

Proposal Acceptance: _____ Title: _____ Date: _____

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GCEDC

Jim Krencik, Senior Director, Marketing & Communications

STAMP Committee Meeting Report

December 4, 2024

E3communications STAMP 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 Western New York Science & Technology Advanced Manufacturing Park (STAMP).

In 2024, e3communications supported GCEDC staff with STAMP planning, sales and marketing, and government/stakeholder relations. e3communications also maintains STAMP's targeted media presence to audiences in project development and the greater public on LinkedIn.

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 6th annual GLOW With Your Hands event in September at the Genesee County Fairgrounds and the 2nd 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 14202
716.854.8182 phone
716.816.0900 fax
e3communications.com

e3communications

Public Relations Public Affairs

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memo



- 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 100th 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.

131 Ripton Street
Buffalo, New York 14203
716.854.8187 phone
716.816.0500 fax
a3communications.com

e3communications

Public Relations Public Affairs



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.

341 Franklin Street
Buffalo, New York 14202
716-854-8182 phone
716-818-0900 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.

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November 20, 2024

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

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

Dear Mark:

Please find below the scope of services that e3communications is proposing to once again implement to various marketing communications services on behalf of 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.
- Write, design and produce monthly content for LinkedIn, 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 a monthly analytics report for LinkedIn.
- Assist in the coordination of special events, including third party events (press conferences, news briefings, etc.).
- Write statements and/or news releases in response to media inquiries into STAMP.
- Coordinate advocacy efforts to raise the awareness of STAMP regionally, nationally, and globally.
- Monitor and track and distribute relevant news articles and placements and provide monthly report of marketing and public relations activities.

All work conducted by e3communications for STAMP in 2025 will be billed at a flat monthly fee of \$2,000 for a total fee of \$24,000. A description of the services will be provided in each invoice for the work conducted in that month. All terms are 30 days payment.

6.4



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 STAMP for all work e3communications performs on behalf of STAMP.

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

Sincerely,
e3communications

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

Earl V. Wells III
President

For STAMP:

Name

Title

Date