



**Meeting Agenda – Audit and Finance Committee**  
 Genesee County Economic Development Center  
 Tuesday, January 14, 2025 – 8:30 a.m.  
 Location: 99 MedTech Drive, Innovation Zone

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	K. Manne	
	1a. Executive Session Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation 1b. Enter Public Session	K. Manne	
2-7	<b>2. Chairman’s Report &amp; Activities</b> 2a. Agenda Additions / Other Business 2b. Minutes: December 3, 2024	K. Manne	Vote
8-11	<b>3. Discussions / Official Recommendations to the Board:</b> 3a. November 2024 Financial Statements	L. Farrell	Disc / Vote
	3b. D&O and Cyber Insurance Renewal	L. Farrell	Discussion
12-16	3c. 2025 County Funding Contract	L. Farrell	Disc / Vote
17-23	3d. ECIDA Shared Services Contract	M. Masse	Disc / Vote
24-26	3e. Government Relations Contract – Ostroff Associates	M. Masse	Disc / Vote
27-43	3f. Batavia Home Fund	M. Masse	Disc / Vote
44	3g. Invest Buffalo Niagara Contract	M. Masse	Disc / Vote
	<b>4. Adjournment</b>	K. Manne	Vote



GCEDC Audit & Finance Committee Meeting  
Tuesday, December 3, 2024  
Location: 99 MedTech Drive, Innovation Zone  
8:30 a.m.

MINUTES

ATTENDANCE

Committee Members: P. Zeliff, K. Manne, P. Battaglia, M. Gray  
Staff: L. Farrell, M. Masse, E. Finch, L. Casey, C. Suozzi, J. Krencik  
Guests: M. Brooks (GGLDC Board Member), D. Cunningham (GGLDC Board Member),  
J. Tretter (GGLDC Board Member), J. Teresi (Tompkins Insurance/Video  
Conference), E. Wells (E3Communications)  
Absent:

1. CALL TO ORDER / ENTER PUBLIC SESSION

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

**1a. Enter Public Session**

**Presentation – e3communications** – E. Wells attended the meeting to discuss what was accomplished in 2024 and what is planned for 2025. E. Wells stated that a recap was included in the packet for review. Workforce Development was a focus for the past year. e3communications has been working closely with the Finger Lakes, Rochester and Buffalo media entities to help regionalize campaigns on behalf of the GCEDC. There have been several big events this year, including but not limited to the groundbreaking for Oxbo and Craft Cannery. e3communications worked alongside the GCEDC and these companies to help promote what they are doing through social media, which includes a lot of videos.

The packets also include the scope of work for next year, which is like previous years. e3communications will continue to work closely with J. Krencik and C. Suozzi on publicity and social media for the GCEDC. E. Wells stated that the company will continue to communicate closely with the GCEDC on preferred media relations and continue to disseminate information to stakeholders in 2025.

E. Wells left the meeting at 8:38 a.m.

**Presentation – Tompkins Insurance** - J. Teresi attended the meeting via video conference to discuss the Agency's insurance renewal with the Committee. A comparison of last year's insurance premiums against the renewal costs for 2025 was included with the meeting materials. The total package is about \$74,000 as compared to last year's amount of \$70,000.

The first \$5M of umbrella coverage is aligned with what was expected. However, Tompkins went out to bid for the second \$5M of umbrella coverage because Cincinnati quoted a renewal price of \$15,000 for 2025. PMI quoted \$12,500 for \$5M of excess umbrella coverage. This helps manage the overall increase, which is currently an increase of about 8-8.5%.

L. Farrell added that \$74,380 was budgeted for the insurance renewal across all entities. Selective quoted \$74,281 for the 2025 renewal. The umbrella coverage quotes are about \$1,600 over budget or \$800 per

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entity. Worker's Compensation is also within budget. We budgeted \$4,000 for Worker's Compensation and the renewal cost is \$3,817.

J. Teresi left the meeting at 8:47 a.m.

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

**2a. Agenda Additions / Other Business –**

**M. Gray made a motion to add Executive Session as agenda item 3g; the motion was seconded by P. Zelif. Roll call resulted as follows:**

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

**The item was added to the agenda.**

**2b. Minutes: October 22, 2024**

**P. Zelif made a motion to approve the October 22, 2024, minutes; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

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

**3a. Insurance Renewal –** This agenda item was discussed during the presentation from J. Teresi.

**P. Battaglia made a motion to recommend to the full Board the approval of the 2025 insurance renewal with Selective, primary umbrella with Merchants Mutual and \$5M of excess umbrella coverage with PMI; the motion was seconded by M. Gray. Roll call resulted as follows:**

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

**The item was approved as presented.**

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

## DRAFT

- Lines 8 & 9, are restricted cash line items. There is \$95K of restricted cash related to the Bergen PIF and there is \$18K of restricted cash related to the Apple Tree Acres PIF. These are also recorded as payables because funds have not disbursed been yet. The funds flow through the GCEDC to the Town of Pembroke and the Village of Bergen, respectively.
- Line 13 is for the imprest account for the \$56M FAST NY grant award. We received \$39.2M into that bank account, which is what we anticipate spending in the next 12 months, less any amounts that are committed to MWBEs. We have a 30% MWBE goal with this award. We received 70% of the \$56M grant award. ESD won't give us any more funds until they know that we are on track to meet that MWBE goal. Interest is earned on this account, but it is turned over to ESD quarterly.
- GURFs were submitted for all three grants, including the FAST NY award.
- Line 48, accounts receivable of \$4M, is related to origination fees that are termed out.
- Line 72, there is unearned revenue of \$39.2M. The funds that we received for the FAST NY grant award are recorded as unearned revenue. Revenue is recognized as qualifying expenditures are made.
- In the Operating Fund, we collected origination fees and closed on the Rochester Davis Fetch/ Lent Ave Project.
- At this time, we should be at about 83% of budget for expenditures. We are starting to balance out front-loaded line items like HSA. There are a couple line items that we know are going to be over budget like D&O Insurance and Government Relations.
- Government relations is a month-to-month contract. In January we are bringing forward an annual contract as it was originally approved without an end date.
- In the Real Estate Development Fund, the PIF payments are coming in and out as revenue and expense.
- Also in the Real Estate Development Fund, Line 21, there was a commission paid to Pyramid Brokerage related to the Remlap land sale.
- Other than the above-mentioned items, there is normal monthly activity.

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

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

**The item was approved as presented.**

**3c. 2025 Cleaning Services** – During 2022, staff reached out to four cleaning companies to obtain quotes for 2023 cleaning services. Commercial Cleaning Services of Western New York, Inc. was awarded the contract.

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

**P. Battaglia made a motion to recommend to the full Board the approval of 2025 Cleaning Services not to exceed \$8,000 for the year as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3d. Loan Policy Review** – L. Farrell advised that there is a comparison chart of the loan funds in the packets. The loan policies were also included with the meeting materials. L. Farrell stated that the first column on page 51 of the meeting materials is for the GAIN Loan Fund. No changes can be made. The GCEDC entered into an agreement, whereby the GCEDC is acting as a subrecipient to the Genesee Finger Lakes Regional Planning Council for a portion of an ESD grant. Cash available in this fund at the end of October was \$280K. Loans receivable is \$234K. The interest rate is 1% but it is very specific as to what types of companies or projects can benefit from this loan fund.

With the other three loan funds, the board has full discretion over how we use these funds.

The other loan fund in the GCEDC is the Revolving Loan Fund #1. This fund was established with grant funds that Genesee County received from the Federal Small Cities Program in 1985 and 1986. These funds were defederalized in 2009 and are no longer subject to CDBG guidelines. In this fund, there is \$0 cash and \$0 loans receivable. These funds have been used as an internal line of credit. These funds were committed to cover a portion of some construction contracts for STAMP and the balance was used to set up the reserve for the Part 182 requirements for STAMP. Therefore, there is a due to/due from of \$914,000 that is due from the STAMP fund.

The Economic Development Loan Fund (RLF #2) is administered by the GGLDC. It was originally established in the GCEDC in 2003 with funds that were received by Genesee County from a Small Cities Grant. In 2012, an amended agreement was entered into with Genesee County restricting GCEDC's use of the related funds to necessary administrative costs as part of the defederalization process. To defederalize those funds the money needed to flow through a 501C3, so the County directed us to move those funds to the GGLDC. There are no longer any federal requirements attached to these funds and the board is free to make whatever policy they want for this loan fund. Cash available is \$598K and loans receivable is \$276K.

The last loan Fund is the Batavia Micropolitan Area Community Redevelopment Fund. This fund was established years ago with \$500,000 from strategic investment funds. There have been about three loans total from this fund to date. L. Farrell stated that the board can always discuss what should be done with this fund and if there is some way to repurpose these funds that would better help the community. This fund is not specific to Batavia, just for Genesee County. Cash available is \$345K and loans receivable is \$241K.

No changes will be made at this time.

**3e. e3communications Agreement** – 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 was included with the meeting materials.

**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.

**P. Zelif made a motion to recommend to the full Board the approval of the e3communications Agreement not to exceed \$24,000 as presented; the motion was seconded by P. Battalia. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3f. Workforce Consultant Contract** – Included with the meeting materials was a consulting agreement for the period of January 1, 2025 through December 31, 2025. This agreement is between Sheila Eigenbrod and the GCEDC. Services provided by Sheila Eigenbrod include the following:

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

This contract is not to exceed \$35,000 and was included in the 2025 GCEDC budget. There is a maximum of \$525 per day and partial days will be billed at an hourly rate of \$75 per hour. The agreement will be amended to reflect those amounts. The County increased their funding amount beginning in 2022 by \$25,000 annually to support administration of a workforce development program. These funds will be used for this contract.

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**M. Gray made a motion to recommend to the full Board the approval of the 2025 Workforce Consultant Contract not to exceed \$35,000; the motion was seconded by P. Zelif. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3g. Enter Executive Session**

P. Zelif made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 9:15 a.m. for the following reasons:

1. Discussions regarding proposed, pending or current litigation.

The motion was seconded by P. Battaglia and approved by all members present.

P. Battaglia made a motion to enter back into public session at 9:43 a.m., seconded by M. Gray and approved by all members present.

**4. ADJOURNMENT**

As there was no further business, M. Gray made a motion to adjourn at 9:43 a.m., seconded by P. Zelif and passed unanimously.

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

	<u>11/30/24</u>	<u>10/31/24</u>	[Per Audit] <u>12/31/23</u>
<b>ASSETS:</b>			
Cash - Unrestricted (1)	\$ 11,734,738	\$ 9,619,327	\$ 10,846,767
Cash - Restricted (A) (2)	45,866,956	45,929,709	7,706,743
Cash - Reserved (B) (3)	5,282,181	5,241,603	672
Cash - Subtotal	62,883,875	60,790,639	18,554,182
Grants Receivable (4)	328,662	327,662	78,079
Accounts Receivable - Current (5)	440,247	407,918	71,433
Interest Receivable	53,852	85,869	51,255
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (6)	9,050	16,580	46,848
Loans Receivable - Current	63,045	62,198	55,005
<b>Total Current Assets</b>	<b>63,781,563</b>	<b>61,693,698</b>	<b>18,859,634</b>
Land Held for Dev. & Resale (7)	24,685,766	24,684,476	24,143,667
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	24,757,023	24,755,733	24,214,924
Less Accumulated Depreciation	(70,439)	(70,384)	(69,838)
<b>Net Property, Plant &amp; Equip.</b>	<b>24,686,584</b>	<b>24,685,349</b>	<b>24,145,086</b>
Accounts Receivable- Noncurrent (8)	4,150,000	4,150,000	-
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	119,262	124,623	81,163
Right to Use Assets, Net of Accumulated Amortization	32,431	32,431	32,431
<b>Other Assets</b>	<b>4,301,693</b>	<b>4,307,054</b>	<b>113,594</b>
<b>TOTAL ASSETS</b>	<b>92,769,840</b>	<b>90,686,101</b>	<b>43,118,314</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (13)	392,573	392,573	392,573
<b>Deferred Outflows of Resources</b>	<b>392,573</b>	<b>392,573</b>	<b>392,573</b>
<b>LIABILITIES:</b>			
Accounts Payable (9)	154,960	191,168	466,773
Loan Payable - Genesee County - Current (10)	325,000	325,000	315,000
Accrued Expenses	94,979	83,079	34,859
Lease Payable - Current	12,307	12,307	12,307
Customer Deposits - Local Labor Reporting	93,045	93,045	18,505
Unearned Revenue (11)	44,770,222	44,770,305	6,291,340
<b>Total Current Liabilities</b>	<b>45,450,513</b>	<b>45,474,904</b>	<b>7,138,784</b>
Loans Payable - ESD (12)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (10)	2,185,000	2,185,000	2,510,000
Lease Payable - Noncurrent	5,604	5,604	5,604
Net Pension Liability (13)	512,048	512,048	512,048
<b>Total Noncurrent Liabilities</b>	<b>7,899,139</b>	<b>7,899,139</b>	<b>8,224,139</b>
<b>TOTAL LIABILITIES</b>	<b>53,349,652</b>	<b>53,374,043</b>	<b>15,362,923</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (13)	40,527	40,527	40,527
<b>Deferred Inflows of Resources</b>	<b>40,527</b>	<b>40,527</b>	<b>40,527</b>
<b>NET ASSETS</b>	<b>\$ 39,772,234</b>	<b>\$ 37,664,104</b>	<b>\$ 28,107,437</b>



**Significant Events:**

1. Unrestricted Cash - Received project origination fees totaling \$2,084,900 in November.
2. 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.
3. Reserved Cash YTD - \$5.27M has been internally reserved as matching funds related to the FAST NY grant supporting STAMP development.
4. 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.
5. 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.
6. Prepaid Expense(s) - Workers compensation, cyber, D&O, life, umbrella, general liability insurance, misc.
7. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
8. 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.
9. Accounts Payable - e3communications, interest earned on imprest accounts that will be remitted to ESD, misc.
10. 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.
11. 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.
12. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
13. 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 - November 2024  
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2024	2024
	11/30/24	11/30/23	2024	2023	Board Appr.	YTD %
					Budget	of Budget
<b>Operating Revenues:</b>						
Genesee County	\$ 19,459	\$ 19,459	\$ 214,050	\$ 214,050	\$ 233,513	92%
Genesee County - WFD	2,083	2,083	22,914	22,914	25,000	92%
Fees - Projects (1)	2,084,900	121,963	10,381,183	1,626,037	488,000	2127%
Fees - Services	7,347	7,262	80,818	79,882	88,168	92%
Interest Income on Loans	197	163	1,728	2,012	1,590	109%
Rent	1,500	577	14,729	12,334	28,809	51%
Common Area Fees - Parks	-	-	803	391	410	196%
Grants (2)	1,000	206,060	1,645,861	2,535,224	9,104,847	18%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	275,000	275,000	300,000	92%
GCFC Grant - Econ. Dev. Program Support	-	-	-	-	-	N/A
Land Sale Proceeds (3)	-	-	1,390,000	4,600,000	-	N/A
BP <sup>2</sup> Revenue	16,217	12,377	27,648	14,091	70,864	39%
Other Revenue	1,293	159	10,934	5,764	5,800	189%
<b>Total Operating Revenues</b>	<b>2,158,996</b>	<b>395,103</b>	<b>14,065,668</b>	<b>9,387,699</b>	<b>10,347,001</b>	<b>136%</b>
<b>Operating Expenses</b>						
General & Admin (4)	98,834	113,046	1,949,724	1,517,620	1,675,970	116%
Professional Services	7,998	14,768	99,233	77,028	172,770	57%
Site Maintenance/Repairs	13,377	10,073	41,467	17,925	38,500	108%
Property Taxes/Special District Fees	-	-	4,130	5,195	5,615	74%
BP <sup>2</sup> Expense	-	-	-	-	31,432	0%
PIF Expense	-	92,140	177,366	155,115	156,294	113%
Grant Expense - Batavia Home Fund	7,400	-	10,150	-	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense (5)	(557)	15,204	163,280	950,882	7,912,946	2%
Cost of Land Sales (3)	-	-	490,964	870,333	-	N/A
Real Estate Development (6)	1,290	95,978	981,338	1,938,684	720,554	136%
Balance Sheet Absorption	(1,290)	(95,978)	(981,338)	(1,938,684)	-	N/A
<b>Total Operating Expenses</b>	<b>127,052</b>	<b>245,231</b>	<b>2,936,314</b>	<b>3,594,098</b>	<b>10,714,081</b>	<b>27%</b>
<b>Operating Revenue (Expense)</b>	<b>2,031,944</b>	<b>149,872</b>	<b>11,129,354</b>	<b>5,793,601</b>	<b>(367,080)</b>	
<b>Non-Operating Revenue</b>						
Other Interest Income (7)	76,186	50,034	535,443	249,973	128,000	418%
<b>Total Non-Operating Revenue</b>	<b>76,186</b>	<b>50,034</b>	<b>535,443</b>	<b>249,973</b>	<b>128,000</b>	<b>418%</b>
<b>Change in Net Assets</b>	<b>2,108,130</b>	<b>199,906</b>	<b>11,664,797</b>	<b>6,043,574</b>	<b>\$ (239,080)</b>	
<b>Net Assets - Beginning</b>	<b>37,664,104</b>	<b>27,832,108</b>	<b>28,107,437</b>	<b>21,988,440</b>		
<b>Net Assets - Ending</b>	<b>\$ 39,772,234</b>	<b>\$ 28,032,014</b>	<b>\$ 39,772,234</b>	<b>\$ 28,032,014</b>		

**Significant Events:**

- Fees Projects - GSPP Route 262 Solar and Hecate fee adjustment (increase); YTD includes Rochester Davis Fetch (9 Lent Ave, LLC); 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.
- Grants YTD - 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.
- 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.
- General & Admin Expense YTD - includes FAST NY Grant 1% commitment fee (\$560K).
- Site Development Expense - Bid advertisement reallocated to capitalize the expense. YTD includes 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.
- Real Estate Development Costs - Includes STAMP development costs.
- Other Interest Income - Interest rates have increased substantially; invested funds into CDs for additional interest income.

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

	November 2024	YTD
<b>CASH FLOWS PROVIDED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 21,542	\$ 268,975
Fees - Projects	2,084,900	5,914,100
Fees - Services	-	65,626
Interest Income on Loans	114	1,812
Rent	1,500	16,229
Common Area Fees - Parks	-	803
Grants	-	39,853,147
BP <sup>2</sup> Revenue	16,217	27,648
GGLDC Grant - Economic Development Program Support	-	225,000
Other Revenue	1,293	10,935
Repayment of Loans	4,514	53,861
Net Land Sale Proceeds	-	1,338,275
Issuance of Loans	-	(100,000)
Customer Deposit	-	74,540
General & Admin Expense	(75,331)	(1,848,837)
Professional Services	(7,998)	(137,998)
Site Maintenance/Repairs	(13,377)	(41,467)
Site Development	557	(260,399)
Property Taxes/Special District Fees	-	(4,130)
Grant Expense	(7,400)	(10,150)
PIF Expense	(114,349)	(177,366)
Improv/Additions/Adj to Land Held for Development & Resale	(1,290)	(1,293,458)
Net Cash Provided By Operating Activities	1,910,892	43,977,146
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(315,000)
Net Cash Used By Noncapital Financing Activities	-	(315,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	182,344	667,547
Net Change in Cash	2,093,236	44,329,693
Cash - Beginning of Period	60,790,639	18,554,182
Cash - End of Period	\$ 62,883,875	\$ 62,883,875
<b>RECONCILIATION OF NET OPERATING REVENUE TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 2,031,944	\$ 11,129,354
Depreciation Expense	55	601
Increase in Operating Accounts/Grants Receivable	(33,329)	(4,769,397)
Decrease in Prepaid Expenses	7,530	37,798
(Increase) Decrease in Loans Receivable	4,514	(46,139)
Increase in Land Held for Development & Resale	(1,290)	(542,099)
Decrease in Operating Accounts Payable	(110,349)	(446,514)
Increase in Accrued Expenses	11,900	60,120
Increase (Decrease) in Unearned Revenue	(83)	38,478,882
Increase in Customer Deposits	-	74,540
Total Adjustments	(121,052)	32,847,792
Net Cash Provided By Operating Activities	\$ 1,910,892	\$ 43,977,146

**AGREEMENT BETWEEN  
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
AND  
COUNTY OF GENESEE  
FOR 2025**

THIS AGREEMENT made effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

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

WHEREAS, the purpose of this Agreement is to carry out in a legal and proper manner the provisions of Section 852 of the General Municipal Law of the State of New York, which Section does authorize the County to appropriate funds for the purpose of encouraging industrial development within the County.

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

1. The GCEDC agrees that it will continue to employ a professional staff which will maintain a continuing program of identifying, locating and contacting business and industrial prospects who may be interested in establishing or expanding their business, manufacturing and/or industrial facilities within the County of Genesee and in connection therewith the GCEDC agrees that it will maintain up-to-date factual data on all aspects of the County of Genesee for use in promoting the advantages of the County.
2. The GCEDC will, through its professional staff, conduct an ongoing local business and industry expansion and retention program. As part of this program, the GCEDC will maintain close and frequent contact and communication with local businesses including industrial firms.
3. The GCEDC will assist prospective business and industrial employers in packaging financial assistance from a variety of public and private sources as appropriate for the construction of new or expanded facilities which will result in additional employment opportunities for residents of Genesee County.
4. The GCEDC will keep the County informed of its operations through the County Legislature's representative member of the GCEDC, by means of joint meetings which either party might request and through the submission of its proposed annual budget and annual report as set forth more particularly in Paragraph 7 herein.
5. The GCEDC will, through its professional staff, coordinate with the Director of the Genesee County Planning Department in implementing this program of economic development, particularly as it relates to a Land Use Plan which has been developed for Genesee County.
6. In full payment for the services to be performed by GCEDC as set forth herein, the County hereby agrees to pay and GCEDC hereby agrees to accept from the County, the sum of Two Hundred Thirty-Three Thousand Five Hundred and Thirteen Dollars (\$233,513.00), plus an additional sum of Twenty-five Thousand dollars (\$25,000.00) to be used only for Administration of a workforce development program, which are currently the amounts designated to be paid to GCEDC in the County's 2025 budget.
7. Said payments will be made to the GCEDC upon submission of vouchers by the GCEDC

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

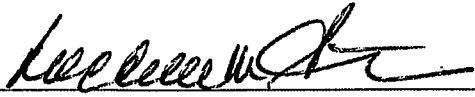
14. This Agreement and any transactions between the parties hereunder shall be governed by, construed and interpreted in accordance with the laws of the State of New York.
15. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless approved in writing by the parties.
16. The term of this Agreement shall commence on January 1, 2025 and will end on December 31, 2025.
17. The GCEDC agrees to submit to the County its Proposed Annual Budget for the year 2026 not later than September 1, 2025.



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

COUNTY OF GENESEE

GENESEE COUNTY  
ECONOMIC DEVELOPMENT CENTER

  
By: Rochelle M. Stein, Chair  
Genesee County Legislature

By: \_\_\_\_\_, Chairman  
Genesee County Economic Development Center

STATE OF NEW YORK )  
COUNTY OF GENESEE ) SS:

On this 12 day of December, in the year 2024, before me the undersigned, personally appeared Rochelle M. Stein \_\_\_\_\_, Genesee County Legislature Chair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

LISA K. CASEY  
Notary Public, State of New York  
No. 01CA6272329  
Qualified In Genesee County  
Commission Expires 11/19/2024

  
Notary Public

STATE OF NEW YORK )  
COUNTY OF GENESEE ) SS:

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

\_\_\_\_\_  
Notary Public

**GCEDC**  
**Audit & Finance Committee Meeting Report**  
**January 16, 2025**

**Shared services agreement with Erie County Industrial Development Agency**

**Discussion:** The GCEDC has a shared services agreement with Erie County Industrial Development Agency (ECIDA) for on call IT support services. The GCEDC had this agreement since 2016 and has been very pleased with the service and response time to our issues. We would like to continue this agreement in 2025. The agreement is at an hourly rate of \$95. They also provide anti-virus software (\$720 annually), CRM Hosting (\$2,200 annually) and any version upgrade would be \$500 each occurrence as required. Since 2016 there was one \$10 per hour increase in the hourly rate (2022). All other amounts have remained the same as last year.

The following amounts were included in the 2025 budget:

Professional Services - \$5,000 ECIDA IT hourly support

Dues & Subscriptions - \$2,200 ECIDA CRM Hosting and \$720 antivirus software

**Fund commitment:** Not to exceed \$5,000 as included in the Professional Services, and \$3,420 as included in Dues & Subscriptions line items of the 2025 budget.

**Committee action request:** Recommend approval of not to exceed \$8,420 for on call IT support services, website hosting, anti-virus software, CRM hosting and upgrades with ECIDA for 2025.



**Service Agreement**  
***For***  
***Information Technology Support***

January 1, 2025

## **Purpose**

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

## **Scope of Agreement**

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

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

Services and requests NOT covered under this agreement:

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

## **Changes to the Agreement**

### *Termination*

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

### *Amendments*

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

## Process

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

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

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

ECIDA management reserves the right to prioritize any support requests.

## Metrics

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

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

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

## Availability

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

## Costs

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

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

### **Anti-Virus Software:**

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

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

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

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

**Key Contacts**

ECIDA – 95 Perry Street, Suite 403, Buffalo, NY 14203  
716-856-6525

Brian Krygier – Systems Analyst (Support requests) x 501

Atiqa Abidi – Senior Accountant (Billing requests) x 122

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

GCEDC – 99 MedTech Drive, Suite 106, Batavia, NY 14020  
585-343-4866

\_\_\_\_\_ (Main point of contact)

\_\_\_\_\_ (Billing contact)

\_\_\_\_\_ (Approval and change requests)

GCEDC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

ECIDA

Name: Mollie Profic

Title: Vice President

Signature: Mollie M Profic



## Appendix A

### Microsoft CRM Hosting Detail (3-year term)

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

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

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

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

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

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

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

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

## Lobbyist proposal

**Discussion:** The GCEDC has utilized Ostroff Associates as its lobby firm in Albany with Andrew Kennedy being our point of contact. They have prepared a summary of the activity in 2024 and will make a presentation to the Board at our meeting. The agreement in 2024 was that they were on a month-to-month basis with a 30-day notice for termination. We would like to have the Board approve this proposal at \$5,000 per month through December 2025. The GCEDC will still have a 30-day cancellation notice.

**Fund commitment:** \$60,000 from the government relations budget line item.

**Committee action request:** Recommend approval of the proposal to the full Board.



FROM: Ostroff Associates  
TO: Mark Masse, President and CEO, Genesee County Economic Development Center  
DATE: January 6, 2025  
RE: 2024 Overview and 2025 Engagement Strategy

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Ostroff Associates (OA) provided critical government relations support throughout 2024, helping Genesee County Economic Development Center (GCEDC) navigate challenges impacting economic development in Genesee County. OA delivered counsel, insight, and advocacy at the Executive and Legislative branches and with state and federal regulatory agencies.

Key accomplishments include:

**STAMP FAST Award and Construction Support**

- Secured the STAMP FAST Award.
- Addressed critical permit and construction challenges, including substation upgrades, WWTF requirements, and various state and local approvals.

**Project-Specific Advocacy**

- Secured approvals for the Edwards public hearing and facilitated discussions related to the substation arrangement.

**Facilitated High-Level Site Visits**

- Coordinated impactful site visits with NYSERDA (March 2024) and the Division of Budget (July 2024).
- Advanced the Oakfield Force Main project through engagement with ESD and DEC HQ.

**Coverage of Governor's State of the State & Budget Highlights**

- Provided tailored insights into budgetary allocations, including:
  - FAST NY Award in Bergen
  - DOT PFRAP Grant for Ag-Business Park
  - Legislative priorities relevant to GCEDC including veto of S4040/A7532, the IDA board organization bill.

**Legislative Monitoring**

- Tracked and addressed legislative developments, including tax credit opportunities like the Plus Power Federal Hydrogen Production Credit and substation agreements.
- Resolved tax challenges related to Ellicott Station.

### **Media and Public Relations**

- Delivered updates on media coverage to bolster stakeholder engagement, particularly for STAMP-related projects.

In 2025, Ostroff Associates proposes to continue providing comprehensive support for GCEDC focusing on the following:

### **Strategic Guidance and Advocacy**

- Developing a legislative, community outreach, and communications strategy to advance infrastructure investments, including East Fishkill projects.
- Strengthening relationships with key state and federal stakeholders, including:
  - **State:** Governor's Office, DEC, DOT, ESD, NYSERDA, OPRHP, legislative leaders, and local representatives.
  - **Federal:** Members of Congress and the Senate.

### **Visibility and Partnerships**

- Increasing GCEDC's visibility with state and local officials.
- Identifying and fostering strategic partnerships to advance WNY STAMP and other development efforts.

### **Legislative Monitoring and Advocacy**

- Tracking and analyzing legislation, regulations, and guidance impacting GCEDC.
- Developing testimony, memoranda, and educational materials.
- Attending hearings and committee meetings on relevant issues.

### **Communication and Updates**

- Providing regular updates on key legislation, regulatory actions, and media coverage, including daily clip services and press releases.

Ostroff Associates is proposing to continue to provide these services and support to GCEDC at the same rate of \$5,000 per month throughout 2025. The proposed agreement would include a 30-day termination clause, allowing flexibility to adjust as needed based on GCEDC priorities and performance evaluations.

## Batavia Home Fund Grant Award

**Discussion:** The homeowner is looking to make improvements to the exterior (new siding) which qualifies under Eligible Activities item #6 Grants to support owner occupied single family exterior rehabilitation (maximum award of \$10,000). They are seeking a grant of \$10,000 which is the maximum award allowed under the program. Their total cost of construction is \$38,745. This grant and homeowner improvement to the residence would improve the blighted look of this residence as compared to the majority of the homes in that area that have been recently renovated.

**Fund commitment:** \$10,000 from the Batavia Home Fund contingent upon all terms and conditions of the work being completed in accordance with the policy.

**Committee action request:** The Housing Oversight Committee of the Batavia Home Fund met and approved this application. Seeking Board authorization to release the funds in accordance with the terms and conditions of the Batavia Home Fund.

## BATAVIA HOME FUND COMMITTEE RECOMMENDATION OF AWARD

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

### Eligible Activities (Maximum Award Up to:)

1. Extraordinary development costs related to hazardous material abatement, remediation, flood hazard areas, etc., (\$50,000)
2. Demolition/rehabilitation of residential structures that cause community and neighborhood blight. (\$50,000)
3. Infrastructure modernization and improvements including costs to plan, design and constructing of streets, multi-modal, water, sewer, gas, electric, telecommunication enhancements, storm water management facilities and related infrastructure including landscaping and streetscape improvements related to redevelopment projects and new housing construction. (\$50,000)
4. Matching funds to secure other grant resources to further capitalize on redevelopment projects in the Brownfield Opportunity Area (BOA) and flood zone areas. (\$20,000)
5. Land assemblage, property acquisition and due diligence for new market rate housing projects. (\$50,000)
6. Grants to support owner occupied single family exterior rehabilitation. (\$10,000)
7. Grants to support multi-family conversion into single-family owner occupied. (\$20,000)

**Project Applicant:** Carl & Tonia Burton

**Project description:** The homeowner is looking to make improvements to the exterior (new siding and windows) which qualifies under Eligible Activities item #6 Grants to support owner occupied single family exterior rehabilitation (maximum award of \$10,000). They are seeking a grant of \$10,000 which is 26% of the total construction cost (maximum award dollar amount allowed under the program). North Park is an area that the City of Batavia is looking for neighborhood revitalization.

**Total Project Cost:** \$38,745.00

**Total Grant Amount requested:** \$10,000 (dollar amount is max allowed)

**Eligible Activity criteria from above:** 6

**Committee Meeting date:**

**Committee scoring:**

**1. City Priorities-** projects that advance the priorities of Batavia including the BOA Strategy, and are located in either opportunity zone (Ward 3 & 6), or in the flood zone are eligible for additional points in this category (up to 20 points). 10 points. The house is not in Ward 3 or 6. It is also not in a flood zone. However, it is on a local thoroughfare in an area of older homes in need of revitalization.

**2. Visual Impact-** projects that are visually prominent, have historic value, are in danger of being lost, in-part or totally to disrepair and damage (up to 40 points). Siding replacement to significantly improve the visual aesthetic of the residence. 30 points

**3. Neighborhood impact-** projects that are aesthetically pleasing to the surrounding neighborhood and are designed to eliminate blight. Preference will be given to a collaborative neighborhood improvement plan with multiple residences involved. (up to 40 points) This house is located in an area targeted by the City for revitalization. 30 points

**Total score:** 70 out of 100

**Batavia Home Fund Committee Recommendation:**

	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>
Greg Post (Town)	[X ]	[ ]	[ ]
Erik Fix (City)	[x ]	[ ]	[ ]
Mark Masse (GCEDC)	[x ]	[ ]	[ ]



# Batavia Home Fund Grant Application

## Certifications

### Ownership

Initial TB

I/We hereby certify that I/we own the property to be improved. If any changes in ownership should occur from this date forward, I/we agree to notify the Genesee County Economic Development Center, immediately. Failure to do so may result in denial or termination of the Batavia Home Fund Grant participation.

### Regulatory Requirements and Repayment Provisions

Initial TB

All assistance is in the form of a reimbursable grant with a five (5)-year compliance period. Property owners will be required to execute a Declaration document committing to this compliance period. Should the property owner sell the property within the five (5)-year timeframe, they will be responsible for repaying a portion of the grant funding received. Repayments will be retained by the GCEDC. Required repayment of funds will be calculated in accordance with the following schedule:

Months 0-12:	100% repayment due.
Months 13-24:	80% repayment due.
Months 25-36:	60% repayment due.
Months 37-48:	40% repayment due.
Months 49-60:	20% repayment due.
Months 60 and beyond:	0% repayment due

### Application Information

Initial TB

To the best of my/our knowledge, all of the application information I/we have provided is true and correct. I/We understand that any willful misstatement of material fact will be grounds for disqualification. The City of Batavia and the GCEDC, are hereby granted permission to verify any of the information in the application in any appropriate manner.

### Taxes

Initial TB

I/We understand that all taxes must be paid for the property to be improved and for all other properties in the City of Batavia owned wholly or in part by me/us. I/We understand that no grant agreement will be signed unless all taxes and service charges are current.

### For Internal Use Only

---

Date Application Received:

Application Fee Paid: Y N

Amount:

Date:

Application reviewed and certified by:

Batavia Home Fund Committee Review Date:

Official Grant Approval Date:

GCEDC Board Meeting Date:

**Batavia Home Fund  
Grant Application**

**APPLICATION CHECKLIST**

- Copy of Building Permit
- Quotes from licensed contractors ✓
- Proof of Financing
  - a. Bank Statement showing Cash on Hand
  - b. Loan Commitment Letter
  - c. Bridge Loan Commitment Letter
  - d. Lines of Credit
- Copy of Insurance
  - a. Homeowners
  - b. Fire Insurance on Property
- Supporting Construction Documents
  - a. Renderings
  - b. Architectural Drawings
  - c. Product Specifications *in proposal*
- Copy of Deed
- Completed Application
- \$250 Check for Application Fee

All applications and applicable forms should be returned to:

Managers Office  
City of Batavia  
1 City Centre  
Batavia, NY 14020

**Batavia Home Fund  
Grant Application**

**APPLICATION**

**A. Property Owner Information**

Name of owner: Carl & Tonia Burton  
Mailing address: 9 North Park  
Batavia, ny 14020  
Telephone number: AM: 716-812-0168 PM: 716-228-8969  
Fax: n/a  
E-mail: toniaburton@yahoo.com

Corporate Structure - If Any (attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)  
Form of Entity:  C Corp  S Corp  Partnership  LLC  
 LLP  Sole Proprietorship  Not for Profit  Municipality  
 City Home Owner

**B. Property Information**

1. Address of property: 9 North Park, Batavia, ny 14020  
2. Name of business(es): -  
3. Number of Commercial Units: -  
4. Number of Residential Units: -  
5. Type of Home (Single or Multi) Single  
6. Conversion from Multi to Single  Yes.  No

**C. Financial Information**

1. Is there a mortgage? yes If yes, are payments current? yes  
Who holds the mortgage? Name: Rocket Mortgage  
Address: 1050 Woodward Ave, Detroit, MI 48206

## Batavia Home Fund Grant Application

2. Are there any liens, other than the above listed mortgage? \_\_\_\_\_  
If yes, describe.  
There is a 2<sup>nd</sup> mortgage to cover this project.
3. Taxes/Insurances
- a. Are all property, district, water and sewer taxes paid to date?  Yes  No  
which taxes are not current? Amount? \_\_\_\_\_
- b. Do you have fire insurance on the property?  Yes  No  
If yes, is it paid to date?  Yes  No
- b. Do you have any outstanding loans with the City or Town of Batavia, GCEDC, GGLDC or BDC?  Yes  No  
If yes, are payments current?  Yes  No
4. Will you need financing to perform these building improvements?  Yes  No
5. If YES, is financing in place to begin this work?  Yes  No

### D. Provide Scope of Work Detail

1. What improvements do you wish to make to your property/residence? List in order of priority beginning with (1). Attach an additional page if necessary.  
1) Siding for house + garage, 2) replace 3 living room windows, 3) replace dining room ceiling.
2. Attached any architectural renderings or improvements improvements (a rendering of improvements is required as part of the application submission).  Yes  No
3. Estimated Costs
- a. Total project cost: 38,745
- b. Construction cost: \_\_\_\_\_
- c. Soft cost: \_\_\_\_\_
- d. Grant amount requested: (Cannot exceed 40% of total project cost)  
15,498
4. Square footage

## Batavia Home Fund Grant Application

a. Square footage of total building: 1320

b. Square footage of project: 1320

5. Will you perform this work whether or not you receive grant support?  Yes  No

6. Do you have a building permit filed with the appropriate municipality?  Yes  No

7. Attach all supporting documents including renderings, drawings, product specifications and/or contractor quotes if already requested and available.

8. When do you plan to begin Nov. 2024 and complete Feb. 2025 the construction?

**E. Copy of Deed** – please provide a copy of the deed for the property.

**F. Proof of financing** – Project reimbursements are made when the project is complete. The Batavia Home Fund operates fully as a reimbursement grant program and the owner is responsible for paying for all agreed upon repairs. Payment of grant funds will be made only upon satisfactory completion of building projects, certificate of occupancy has been issued, and payment of renovation expenses made to contractors (Please provide receipts).

- |  |   |                             |
|--|---|-----------------------------|
| 1. Proof of total project financing provided | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| a. Secured loan commitment                   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Secured bridge loan commitment            | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| c. Secured Line of credit                    | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| d. Financial statements                      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**G. Conflict of Interest**

1. Are you an official, employee, agent, consultant or member of any board or agency of the City of Batavia, Town of Batavia or the GCEDC, GGLDC?

Yes  No

If yes, please describe your position: \_\_\_\_\_

2. Are you related by blood or marriage to any official, employee, agent, consultant or member of any board or agency of the City of Batavia, Town of Batavia or the GCEDC, GGLDC?

Yes  No

If yes, please identify the official(s), agent(s), consultant(s), employee(s) or member(s) and describe your relationship:  
\_\_\_\_\_  
\_\_\_\_\_

3. Do you have any corporate, partnership, landlord-tenant or other business relationship with any official, agent, consultant, employee or member of any board or agency of the City of Batavia, Town of Batavia or the GCEDC, GGLDC?

Yes  No

**Batavia Home Fund  
Grant Application**

If yes, identify the official(s), agent(s), consultant(s), employee(s) or member(s) and describe the business relationship:

\_\_\_\_\_

4. Are you doing business in any of the following ways with any official, agent, consultant, employee, or member of any board or agency of the City of Batavia, Town of Batavia, the GCEDC and GGLDC. (check any that are applicable, if other, please describe):

- Purchaser or Seller of Goods - please describe \_\_\_\_\_
- Loan or Grant Recipient- please describe \_\_\_\_\_
- Provision of Services - please describe \_\_\_\_\_
- Other - please describe \_\_\_\_\_

Please review the certifications on the following page, which are part of this application, before signing below. Compliance with the certifications and all other Building Improvement Program procedures is required. All owners must sign.

Carl Burton  
Signature  
Carl Burton  
Printed Name  
12-10-24  
Date

Tonia Burton  
Signature  
Tonia Burton  
Printed Name  
12-10-24  
Date

# Batavia Home Fund Grant Application

## Certifications

### Ownership

Initial JB

I/We hereby certify that I/we own the property to be improved. If any changes in ownership should occur from this date forward, I/we agree to notify the Genesee County Economic Development Center, immediately. Failure to do so may result in denial or termination of the Batavia Home Fund Grant participation.

### Regulatory Requirements and Repayment Provisions

Initial JB

All assistance is in the form of a reimbursable grant with a five (5)-year compliance period. Property owners will be required to execute a Declaration document committing to this compliance period. Should the property owner sell the property within the five (5)-year timeframe, they will be responsible for repaying a portion of the grant funding received. Repayments will be retained by the GCEDC. Required repayment of funds will be calculated in accordance with the following schedule:

Months 0-12:	100% repayment due.
Months 13-24:	80% repayment due.
Months 25-36:	60% repayment due.
Months 37-48:	40% repayment due.
Months 49-60:	20% repayment due.
Months 60 and beyond:	0% repayment due

### Application Information

Initial JB

To the best of my/our knowledge, all of the application information I/we have provided is true and correct. I/We understand that any willful misstatement of material fact will be grounds for disqualification. The City of Batavia and the GCEDC, are hereby granted permission to verify any of the information in the application in any appropriate manner.

### Taxes

Initial JB

I/We understand that all taxes must be paid for the property to be improved and for all other properties in the City of Batavia owned wholly or in part by me/us. I/We understand that no grant agreement will be signed unless all taxes and service charges are current.

### For Internal Use Only

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Date Application Received:

Application Fee Paid: Y N

Amount:

Date:

Application reviewed and certified by:

Batavia Home Fund Committee Review Date:

Official Grant Approval Date:

GCEDC Board Meeting Date:





























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### **Invest Buffalo Niagara (InBN) – Marketing Support Funding**

Invest Buffalo Niagara (InBN) is our non-profit regional economic development organization supported by a team of private and public-sector leaders dedicated to improving economic performance in Buffalo Niagara/ Western New York. InBN's primary goals are to retain and expand existing business and to professionally market the region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, InBN collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities.

The funding requested to support InBN is an integral partner in our sales/marketing efforts for the attraction of new companies to our community. Other services beyond regional site selection include marketing and design services, online property listing (CLS system) for development sites, data and demographics reports for business development support, graphics support for brochures, ads, and other marketing collateral, as well as publicizing and supporting the GCEDC and STAMP initiative in Western New York/ Western New York Regional Council. InBN staff have shown a tireless commitment to supporting and advocating for our economic development goals and strategies particularly as it relates to STAMP.

**Board Request:** An investment renewal of \$25,000 for continued marketing and business development support for one year. This investment cost was anticipated and contained in the 2025 budget.