



Meeting Agenda – Audit and Finance Committee
 Genesee County Economic Development Center
 Tuesday, February 2, 2021 – 8:30 a.m.
 Location: Electronically

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.	M. Gray	
	2. Presentations / Discussions:		
2-13	2a. General Liability Insurance	Tompkins / L. Farrell	Disc / Vote
14-24	2b. D&O Insurance	Lawley / L. Farrell	Disc / Vote
14-24	2c. Cyber Insurance	Lawley / L. Farrell	Disc / Vote
	3a. 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.	M. Gray	
	3b. Enter Public Session		
	4. Chairman's Report & Activities	M. Gray	
	4a. Agenda Additions / Other Business		
25-27	4b. Minutes: January 5, 2021		Vote
	5. Discussions / Official Recommendations to the Board:		
28	5a. \$33M STAMP Grant Review YTD	L. Farrell	Discussion
29	5b. \$8M STAMP Grant Review YTD	L. Farrell	Discussion
30-33	5c. December 2020 Unaudited Financial Statements	L. Farrell	Disc / Vote
34-46	5d. Change Order for Corfu WWTF Expansion	M. Masse	Disc / Vote
	6. Adjournment	M. Gray	Vote

GCEDC
Audit & Finance Committee Report
February 2, 2021

Insurance Renewal

The Board previously approved extending insurance coverage with Selective Insurance through the end of February 2021 while Tompkins worked on obtaining alternative insurance proposals. Tompkins went out to bid for the Agency's 2021 insurance renewal. Other markets were explored as listed in the attached document, but they were unable to find another carrier that was able to meet the GCEDC's needs at an affordable rate.

Joe Teresi, Dave Boyce and Tim Spezzano will be attending the committee meeting to discuss.

The total premium proposed by Selective is within the amounts included in the EDC and LDC 2021 budgets.

Market Summary for:

Genesee County Economic Development Center

Presented by Joseph Teresi, CPCU, Vice President



COVERAGE

	2020 Selective	2021 Selective
PROPERTY EXPOSURES		
Buildings	\$7,048,428	\$7,362,669
Business Personal Property	\$94,987	\$97,552
Business Income/Loss of Rents	\$505,000	\$640,000

COMMERCIAL GENERAL LIABILITY EXPOSURES

Real Estate Development Property (Acres)	263	236
Vacant Land (Acres)	1,235	1,267
Buildings - mercantile, manufacturing (Square footage)	42,000	42,000
Subcontractors (Cost)	\$50,000	\$50,000
Dwellings - One Family	1	0
Warehouse (Square footage)	4,950	4,950

PREMIUM

TOTAL PREMIUM	\$34,150	\$35,620
---------------	----------	----------

OTHER MARKETS APPROACHED

- Acadia** - declined due to classification: Real Estate development ineligible
- AmTrust** - declined due to large schedule of Real Estate development land
- Chubb** - declined due to classification: Real Estate development ineligible
- Cincinnati** - declined due to classification: liability exposure during site improvement
- C.NA** - declined due to classification: Real Estate development ineligible
- GNY Mutual** - declined due to classification: Real Estate development ineligible
- Hanover** - declined due to classification: Real Estate development ineligible
- Hartford** - declined due to classification: Real Estate development ineligible
- Liberty Mutual** - no response to submission: multiple attempts
- Michigan Millers** - declined due to classification: Real Estate development ineligible
- Nationwide** - declined due to classification: Real Estate development ineligible
- Philadelphia** - declined due to classification: Real Estate development ineligible
- Travelers** - County or city must be insured with Travelers before they will review EDC
- Utica National** - declined due to classification: Real Estate development ineligible

2a

Hi Jeanne,

I hope all is well! Unfortunately this one does not fit our appetite & I'll have to pass. Best of luck in placing their coverage & stay safe!

David Smith

Sr. Underwriter – Middle & Large Commercial
New York State Regional Office

The Hartford Financial Services Group, Inc.
301 Woods Park Drive | 1st Floor
Clinton, NY 13323
P: 315-235-4473
Email: david.smith5@thehartford.com

Endorsements: agency.services@thehartford.com

Electronic Business Center (EBC): <http://ebc.thehartford.com>



Business Insurance
Employee Benefits
Auto
Home

Jeanne,

After reviewing this account would not be a fit for Commercial Accounts. I will see if our Public Sector unit can move forward.

Thanks

Cody Betton | Account Executive | Commercial Accounts
Travelers
One Park Place | Suite 400
Albany, NY 12205
Office- 518-454-4520

Good morning Jeanne,
This was referred to PSS for review. In order to consider an economic development authority, we must write the county or city for which it is set up. Is there an opportunity on either of those in this case?
Thank you.

Tami Jo Stark, MBA, CPCU, CIC/ Territory Manager/Public Sector Services
Travelers
112 Washington Place, Suite 910
Pittsburgh, PA 15219
304 546 8115 mobile
412 338 3024 office
866 763 5785 direct fax

Jeanne Prill

From: Abdella, Anibal <Anibal.Abdella@acadia-ins.com>
Sent: Friday, December 18, 2020 5:16 PM
To: Jeanne Prill
Cc: Milano, Peter
Subject: [EXTERNAL] Declination: Genesee County Economic Development Center

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Date: December 18, 2020

Tompkins Insurance Agencies, Inc.
Attn: Jeanne Prill, Assistant Vice President/CL Marketing Specialist

Re: Genesee County Economic Development Center
Line(s) of business: Package & Umbrella
Effective date: 03/01/2021

Dear Jeanne:

We appreciate the opportunity to review this account for consideration. Unfortunately we are unable to quote this for you due to:

- Loss Experience
 - Unable to compete with current pricing
 - Unsatisfactory loss control
 - Poor financials
 - Other: Real estate development operations are outside of Acadia's underwriting appetite.
-

Please feel free to contact me if you have any questions or if we can be of further assistance. Again thank you for considering Acadia as a potential carrier for this risk.

Regards,

Peter Milano, Underwriter I, Commercial Lines
(518) 292-5005

Anibal Abdella, AINS, AIS
Acadia Insurance
(a Berkley Company)

Memo



Wesco Insurance Company
An AmTrust Financial Company

DATE: 1/14/2021
TO: jprill@tomkinsfinancial.com;
Tompkins Insurance Agencies, Inc.
FAX NUMBER: (585) 344-1354
FROM: Robert Chwalkowski
SUBJECT: Genesee County Economic Development Center Quote# 4902939 -
Decline Account

After reviewing the information provided, we must decline this risk for the following reasons:

Declined – Large Schedule of Real Estate Development land, Ineligible exposure, Warehouses, Dwellings.

We appreciate your business and thank you for considering AmTrust to meet your client's insurance needs.

Jeanne Prill

From: Cerio, Jeremy <jcerio@chubb.com>
Sent: Friday, December 18, 2020 3:35 PM
To: Spampinato, Cory L
Cc: Jeanne Prill
Subject: RE: YELLOW- [EXTERNAL] Submission: Genesee Economic Development Center 3/1/2021 [Incident: 201217-004276]

Sorry Jeanne,
This one would be outside of our appetite.

Thanks
Jeremy

CHUBB

Jeremy Cerio
Territory Sales Leader - Chubb Small Business

645 Clinton Square, Rochester, NY 14604, United States
O 585-238-8029 M 585-491-1342
E jcerio@chubb.com



Small-Commercial Help Desk: 1-800-664-8514

Your Small Commercial DM: Lindsay Heske Lindsay.Heske@chubb.com 860-408-2584

Small Commercial Billing: 1-833-550-9660 SCBilling@chubb.com

Small Commercial Claims Line: BCP, Umbrella: 1-844-539-3801

Small Commercial Claims: WC: 1-800-699-9916

Claims FNOL Email: ACECRS-claims@chubb.com

From: Spampinato, Cory L
Sent: Friday, December 18, 2020 9:22 AM
To: Cerio, Jeremy
Cc: Jeanne Prill
Subject: FW: YELLOW- [EXTERNAL] Submission: Genesee Economic Development Center 3/1/2021 [Incident: 201217-004276]

Good morning Jeremy,
This isn't a fit for middle market – due to the size of it, it would fall to you in small business.
Can you take a look at this and let Jeanne know if it's something you can consider?

Please note that I will be out of the office December 23rd and our office is closed December 24th & 25th.

Jeanne Prill

From: Gordon, Jamison <Jamison_Gordon@CINFIN.com>
Sent: Wednesday, January 20, 2021 10:47 AM
To: Jeanne Prill
Cc: Groat, James
Subject: [EXTERNAL] RE: Submission: Genesee Economic Development Center 3/1/2021

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Hello Jeanne,

This is our response from the last time we looked at this account. Please let me know if you feel the exposures have changed or if we are off base?

Linda -

Thank you for your submission.

Cincinnati does not write industrial development agencies for several reasons : the owned property is often "incubator" LRO occupancies, difficult to underwrite and control on the property coverage side ; the land and buildings under development - a liability policy becomes an owners interest policy during construction and development, with the same construction exposures and NY labor law issues as a contractor.

Please accept this email as our formal declination.

From: Jeanne Prill
Sent: Monday, January 11, 2021 11:22 AM
To: Gordon, Jamison
Cc: Groat, James
Subject: RE: Submission: Genesee Economic Development Center 3/1/2021

EXTERNAL EMAIL

Do not open attachments or click links in emails from unexpected or unknown senders.

Looks like my submission was missing some COPE info for Location# 2. Apologies for any inconvenience.
Revised Property ACORD attached. Thank you.

Jeanne Prill, CPCU
Assistant Vice President/CL Marketing Specialist
Tompkins Insurance Agencies, Inc.
90 Main St, Batavia, NY 14020
Telephone 607-257-6035 Extension 40927
Fax 888-339-8337
Mobile 607-220-7216

Jeanne Prill

From: Culhane, Jennifer <JCULHAN@nationwide.com>
Sent: Friday, December 18, 2020 12:21 PM
To: Jeanne Prill
Subject: [EXTERNAL] re: Genesee County Economic Development Center - Account: 105383687

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Good afternoon Jean,

Thank you for the opportunity to review the above referenced account.

After a review of the insured's operations, and industries served, we are going to decline to offer coverage.

We are not currently a market for the operations to include comprehensive site development and renovation exposures.

We reviewed this account in 2013, and it was declined for same.

Thanks again for checking with Nationwide!

Have a great afternoon!

Sincerely,



Nationwide
is on your side



Jennifer Culhane
Small Market Premier Commercial Lines Underwriter
Proud Nationwide Member 2015
NERO
267.416.3889
jculhan@nationwide.com

FORTUNE® and Time Inc. are not affiliated with, and do not endorse the products or services of, Nationwide Mutual Insurance Company.

CONFIDENTIAL NOTICE: This e-mail is intended only for the user of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please do not distribute and delete the original message. Please notify the sender by e-mail at the address shown. Thank you for your compliance.

Jeanne Prill

From: Maier, Kyle <Kyle.Maier@phly.com>
Sent: Monday, January 4, 2021 10:40 AM
To: Jeanne Prill
Cc: Murray, Kathy
Subject: [EXTERNAL] GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER. DBA: GENESEE, 31324 PathID: 14311999, Effective 3/1/2021

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO DOMKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Hi Jeanne,

I just left you a voicemail on this account. Based on the information we have currently this is not something that would be a fit for our real-estate product. Thank you for giving us an opportunity and please let us know if we can help with anything else you may be working on.

Thank you,
Kyle Maier
Marketing Representative
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

100 Corporate Parkway, Suite 304 | Amherst, NY 14226
O: 716.541.9566 | M: 716.364.5159 | Kyle.Maier@phly.com
PHLY.com

Please consider the environment before printing this email. ***** Internet Email
Confidentiality ***** The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. *****

Jeanne Prill

From: Kathy DeRousseau <kderousseau@GNY.com>
Sent: Thursday, January 14, 2021 11:04 AM
To: Jeanne Prill
Subject: [EXTERNAL] Genesee County Economic Development Center 4463512

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Jeanne,

Thank you for the above submission. Unfortunately I am going to have to decline to offer a quote on this risk. GNY is not a market for any type of real estate development exposures. Sorry I was not able to help. If you have any questions please do not hesitate to contact me.

Thank you,
Kathy



Kathy DeRousseau | Senior Production Underwriter | Greater New York Insurance Companies |
120 Glastonbury Blvd. | Glastonbury | CT | 06033 | Telephone: 860-652-7090 Ext 3126 | Direct: 860-
349-7586 | Mobile 716-982-1800 | Fax: |
Email: kderousseau@GNY.com
For more information about Greater New York Insurance Companies, please visit our website at
www.GNY.com
Check us out on [LinkedIn](#)

DISCLAIMER: The information contained in this communication, including all attachments, may be confidential and/or legally privileged and has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents or attachments, is strictly prohibited. If you are not the intended recipient or otherwise received this communication in error, please contact the sender immediately by reply email and destroy all copies of the original message, including attachments

Jeanne Prill

From: uticanational.underwritingteam@uticanational.com
Sent: Friday, December 18, 2020 12:04 PM
To: lusanne.buckley@uticanational.com; OnbaseAdmin@uticanational.com; Jeanne Prill; CHRISTINA.BUSH@UTICANATIONAL.COM
Subject: [EXTERNAL] Underwriting Decision on GENESEE AGRI-BUSINESS LLC, GENESEE COUNTY ECONOMIC DEVELOPMENT CE - CPP/UMB - Acct# 300613385 - Agent ID U9902 - Agent Name -TOMPKINS INS AGENCIES,INC
Importance: High

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION OF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Thank you for giving Utica National the opportunity to review GENESEE AGRI-BUSINESS LLC, GENESEE COUNTY ECONOMIC DEVELOPMENT CE.

Unfortunately, we are unable to provide the requested coverage due to: Not a market for land development operations or economic development agencies. Thank you for the opportunity to review!

If you have any questions about this decision, please contact your underwriter, CHRISTINA BUSH, directly at 3152356626 or toll free at 1(800)-678-8422 ext 6626. Your underwriter can also be reached via email at Christina.bush@uticanational.com.

We appreciate your business and look forward to your next submission.

Sincerely,

Your Utica National Underwriting Team

Note: This email box does not respond to incoming messages.

2a

12

Jeanne Prill

From: Lane, Brian <BLane@mimillers.com>
Sent: Wednesday, January 27, 2021 10:54 AM
To: Jeanne Prill
Subject: [EXTERNAL] 2021 01 27 - Decline - Genesee Economic Development Corporation, dba Genesee County Economic Development Center
Attachments: Cleaned_ACORDS all lines.pdf; Cleaned_IMPORTED FROM PDF PRINT DRIVER.PDF

*** THIS EMAIL WAS SENT FROM A SOURCE EXTERNAL TO TOMPKINS. USE CAUTION IF CLICKING ON LINKS OR OPENING ATTACHMENTS ***

Jeanne,

Thank you for thinking of Michigan Millers for your client's coverage needs. Unfortunately, this particular submission is not a fit. We are not a market for a not-for-profit corporation operating as a municipal economic growth and development agency, so I am declining to offer a quote.

Best regards,

Brian N. Lane, CPCU
Production Underwriter
Michigan Millers Insurance
109 Bassett Road
Amherst, New York 14221
BLane@mimillers.com
Office: (517) 371-7749
Mobile: (716) 327-2593



Good morning Jeanne.

Thank you for the phone call this morning. my apologies for the delay in reviewing this. Per our discussion. due to the development operations and potential for Labor Law claims. we regretfully are not a market for these types of risks.

Per usual. I appreciate the opportunity to review. So sorry we can't assist!
Have a great day!

Alaina Donegan

Senior Middle Market Sales Underwriter
The Hanover Insurance Group
251 Salina Meadows Parkway. Suite 260
North Syracuse. NY 13212

Mobile: 607.760.7775
Office: 315.453.4376
Email: adonegan@hanover.com



GCEDC
Audit & Finance Committee Report
February 2, 2021

D&O Insurance Renewal

Lawley Insurance has provided us with a proposal for renewal of our current Directors & Officers/Employment Practices Liability Insurance with Travelers. The renewal price reflects an overall price increase of only \$528 (\$264/entity) compared to the current policy. The current policy expires on 2/23/2021.

The cost of this policy would be split between GCEDC and GGLDC (\$5,496/entity) and is within each entity's budget for 2021.

Coverage for the new Water and Sewer Works Transportation Corporations has not been included in this proposal. These entities can be added when we have more information to provide.

Cyber Liability

Lawley Insurance has provided us with a proposal for a Cyber Liability policy. The benefits of having this type of coverage in place will be discussed at the meeting.

INSURANCE PROPOSAL



Genesee County Industrial
Development Agency
January 27, 2020

Lawley

lawleyinsurance.com | 1.844.4LAWLEY

2b/2c

Risk Management

lawleyinsurance.com/riskmanagement

Loss Control & Safety Services

- Safety Training & Safety Program Evaluations
- General Liability Loss Control
- Loss Source and Trending Analysis
- Code Rule 59 Consultation
- OSHA Assistance
- Defensive Driving Courses & Vehicle Fleet Loss Control
- Ergonomics Evaluation, Training, & Development
- Captive Loss Control
- Life Safety & Evacuation Plans
- Fire & Protection Systems Assistance
- Site Hazard Analysis
- Return to Work Programs
- Industrial Hygiene - Air, Noise Sampling
- Business Interruption - Contingency & Continuity Planning
- Contractual Liability & Risk Transfer
- Grant Submission & Training
- Accident Investigation

Claims Management

- Claim Trend Analysis
- Claims Reviews (Workers' Compensation and General Liability)
- Claims Consulting Services
- Coverage Analysis Consulting and Monitoring
- Experience Modification Review and Recalculation
- First Aid Claim Program (Workers' Compensation)
- Litigation Management
- Reserve Analysis (Loss Forecaster Software)

Personal Insurance

lawleyinsurance.com/personal

- Automobile Insurance
- Homeowners Insurance
- Vacation or Secondary Home Insurance
- Jewelry, Fine Arts, and Collectibles Insurance
- Renters Insurance
- Condominium Insurance
- Landlord (Rental Properties) Insurance
- Excess/Personal Umbrella Liability
- Flood Coverage, Primary & Excess
- Life Insurance
- Motorcycle Insurance
- Recreational Vehicle Insurance
- Watercraft Insurance
- Co-Ops Insurance
- Identity Theft Insurance
- Trip/Travel/International Medical & Evacuation Coverage
- Workers' Compensation (Domestic Help)
- Earthquake

MyWave

lawleyinsurance.com/mywave

MyWave – A customized portal for your HR needs: thousands of valuable resources, OSHA forms and peer-based forums to keep you informed and in-the-know

Lawley Benefits University

lawleyinsurance.com/lbu

Lawley Benefits University – Resources and events to help keep you informed about changes to healthcare legislation, healthcare reform, compliance issues and more. These tools help you successfully control insurance costs while staying educated on changes to the insurance environment

Products/services are subject to state regulation.

At Lawley Insurance we are committed to providing our clients with the best possible service. We have assembled an experienced team dedicated to your account.

The Specialty Account Manager supports your Producer in the servicing of your specialty policy needs.

Specialty Account Manager	Caitlin Celis	Phone:	(716) 849-4375
		Fax:	(716) 849-8291
		Email:	ccelis@lawleyinsurance.com

The Insurance Advisor evaluates your exposures and designs a cost-effective program.

Insurance Advisor	William Fritts, Jr.	Phone:	(585) 344-9500
		Fax:	(716) 849-8291
		Email:	bfritts@lawleyinsurance.com

The Account Executive supports your Producer and commercial lines team in the servicing of your account.

Account Executive	Susie E. Ott	Phone:	(585) 344-9501
		Fax:	(716) 849-8291
		Email:	sott@lawleyinsurance.com

The Account Technician quality controls policy documents and manages all invoicing.

Account Technician	Cheryl Pena	Phone:	(716) 849-8687
		Fax:	(716) 849-8291
		Email:	cpena@lawleyinsurance.com

The Claim Consultant is responsible for reporting all loss information to the insurance company and then following up to make certain the claim is resolved.

Claim Consultant	Krista Voigt	Phone:	(716) 849-8651
		Fax:	(716) 849-8291
		Email:	kvoigt@lawleyinsurance.com

2b/2c

Named Insured

Genesee County Industrial Development Agency dba Genesee County Economic Development Center
 Genesee Gateway Local Development Corp
 Genesee Agri-Business LLC
 Genesee County Funding Corporation

Policy Term: 2/23/2021 - 2/23/2022
Retroactive Date: Full Prior Acts
Policy Type: Directors & Officers/Employment Practices Liability – Claims Made
Policy Number: 106468425
Carrier: Travelers Casualty & Surety Company of America - Admitted, "A++" A.M. Best Rating

Coverage	Limit	Retention
Directors & Officers Liability	\$5,000,000	\$10,000
Employment Practices Liability	\$1,000,000	\$10,000

Additional Coverage Information

- Duty to Defend policy form
- Prior & Pending Litigation Date & Continuity Date
 - Directors & Officers: 2/23/1991
 - Employment Practices Liability: 2/23/2016
- Wage & Hour Defense Expense Sublimit: \$100,000
- Workplace Violence Expenses Sublimit \$250,000
- Defense Costs within the Limits
- Employment Practices Liability: Volunteers, Temporary Workers, and Interns are considered employees per the policy's definition of Employee

Binding Requirements

- Request to bind

Extended Reporting Period

- 12 Months at 75% of Annual Premium

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.

2b/2c

Named Insured

Genesee County Industrial Development Agency dba Genesee County Economic Development Center

Policy Term: 2/23/2021 - 2/23/2022
Retroactive Date: Full Prior Acts
Policy Type: Network Security / Privacy Liability Full Program – Claims Made
Carrier: Hudson Excess Insurance Company (Non-Admitted; "A" A.M. Best Rating)

Coverage	Limit	Retention
First Party Insuring Agreement		
Business Interruption	\$1,000,000	6 hours
Contingent Business Interruption	\$1,000,000	6 hours
Digital Asset Destruction, Data Retrieval & System Restoration	\$1,000,000	\$5,000
System Failure Coverage	\$1,000,000	6 hours
Reputational Loss Coverage	\$1,000,000	2 weeks
Cyber Extortion & Ransomware Coverage	\$1,000,000	\$5,000
Breach Response & Remediation Expenses	\$1,000,000	\$5,000
Third Party Insuring Agreement		
Network Security & Privacy Liability	\$1,000,000	\$5,000
Regulatory Investigations, Fines & Penalties	\$1,000,000	\$5,000
Media Liability	\$1,000,000	\$5,000
PCI DSS Assessment Expenses	\$1,000,000	\$5,000
Breach Management Expenses	\$1,000,000	\$5,000
Total Policy Aggregate	\$1,000,000	N/A

Additional Coverage Information

- Social Engineering & Cyber Crime Sublimit: \$250,000
- Bodily Injury Claims: \$100,000
- Bricking Endorsement: \$1,000,000
- CryptoJacking Endorsement
- Defense Expenses Outside the Limit: \$1,000,000
- Forensic Accounting Coverage: \$50,000
- Invoice Manipulation Loss: \$250,000

Increased Limit Option

- Same terms & conditions as above
- \$1,000,000/\$1,000,000 limits increase to \$2,000,000/\$2,000,000
- Additional Premium: \$1,708.06

Extended Reporting Period

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.

2b/2c

19

Coverage	2/23/2020 - 2/23/2021	2/23/2021 - 2/23/2022
Directors & Officers Liability	\$ 10,464.00	\$ 10,992.00
Cyber Liability	N/A	\$3,199.61 <i>Including Taxes & Fees</i>
Total Premium	\$ 10,464.00	\$ 14,191.61

Binding Requirements

- Request to bind
- A completed, signed & dated Corvus Smart Cyber Application, including responses to all questions missing responses or answered with "Uncertain"
- Signed Total Cost Form
- Signed Terrorism Waiver if coverage is rejected
- Policyholder contact information (client name, policyholder name, email, job title) to grant access to the Corvus policyholder resource dashboard upon bind

2b/2c

20

Please review the contact information we have on file. Over the course of a year, we may need to reach out to you for updates, notices or important information. If there is a specific person we should contact directly for billing, claims, inspections, service requests, please note that next to their name and the preferred method of contact.

Changes or Corrections

Contact Name	Penny Kennett
Contact Address	Genesee County Industrial Development Agency 99 MedTech Dr STE 106 Batavia NY 14020
Contact Phone #	(585) 343-4866
Contact Email	pkennett@gcedc.com
Description	

2b/2c

21

Genesee County Industrial Development Agency
Genesee County Industrial Development Agency
99 MedTech Dr STE 106
Batavia, NY 14020

Is the mailing address listed above correct? Yes: _____ No: _____

If you have answered No to the question shown above, please make corrections below:

Please respond in Section 1 **and** Section 2, then sign where indicated:

Section 1 - Select one of the following by placing an (X) in the appropriate box

<input type="checkbox"/>
<input type="checkbox"/>

By my signature below, I certify that I have requested Lawley Service bind coverage as shown in this proposal. All changes from the original proposal are noted and initialed.

By my signature below, I certify that I have requested Lawley Service bind coverage as shown in this proposal, with no changes from the original proposal.

Section 2 - Select one of the following by placing an (X) in the appropriate box

<input type="checkbox"/>
<input type="checkbox"/>

By my signature below, I certify that I have declined quotes for additional coverages

By my signature below, I certify that I have requested Lawley Service obtain Quotes for the following coverage: *(please list below)*

Signed: _____

Date: _____

Name: Genesee County Industrial Development Agency

Term: 2021 - 2022

We ask that you do not accept our brief description of the insurance coverages as a complete explanation of the policy terms. The actual policy language will govern the scope and limits of coverage involved.

2b/2c

22

The following disclosure is provided pursuant to Insurance Department Regulation No. 194 (11 NYCRR 30.1 et seq.):

Lawley Service, Inc. and/or branch offices, ("the producer") is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

2b/2c

January 28, 2021

Genesee County Industrial Development Agency
Genesee County Industrial Development Agency
99 MedTech Dr STE 106
Batavia, NY 14020

Dear Penny:

Lawley has gone "paperless" and we encourage you to do the same. We are pleased to announce the option to receive your insurance policy documents electronically via E-mail.

If you would like to participate in our electronic delivery program, please review the following statement, provide us with your contact/recipient e-mail address and fax number, sign, and return to us via e-mail at ccelis@lawleyinsurance.com or fax number 716-849-8291.

We ("Client") hereby give consent and agree to receive documents related to insurance coverages written through or quoted by Lawley ("Agent/Broker") in the form of electronic records. Agent/Broker may transmit documents to Client through electronic media, including but not limited to electronic mail, optical disks (including but not limited to compact discs and digital versatile discs), floppy disks, hard drives, thumb drives, jump drives, magnetic tapes, facsimiles, downloads from Web sites, and any other kinds of electronic media acceptable to both Client and Agent/Broker. Documents to be so delivered include but are not limited to policy information pages and coverage forms, endorsements, binders, certificates and evidences of insurance, automobile insurance identification cards, premium quotations, premium worksheets, invoices, premium finance agreements, audit statements, loss control reports, claim reports, correspondence, and notices of cancellation and non-renewal. Client's signature or that of Client's representative signifies that Client voluntarily agrees to use electronic records in accordance with section 309 of the New York State Technology Law. Client understands that, from the date of this agreement until such time as Client or Client's representative revokes this consent in writing, Agent/Broker will send documents to Client in electronic form only and will not provide Client with paper copies of the documents. However, Client may specifically request a paper version of an electronically furnished document.

Please forward the documents to us via e-mail at:

Client contact E-mail address: _____

Client Name

Date

Signature

Title

2b/2c

24



GCEDC Audit & Finance Committee Meeting

Tuesday, January 5, 2021

Locations: Electronically

8:30 a.m.

MINUTES

ATTENDANCE

Committee Members: M. Gray, P. Battaglia, P. Zeliff, T. Bender
 Staff: L. Farrell, M. Masse, L. Casey, P. Kennett, J. Krencik, S. Hyde, C. Suozzi
 Guests: D. Cunningham (GGLDC Board Member), C. Klotzbach (GCEDC Board Member), T. Felton (GGLDC Board Member)
 Absent:

1. CALL TO ORDER / ENTER PUBLIC SESSION

M. Gray called the meeting to order at 8:53 a.m. via conference call / video conference.

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference / video conference call instead of a public meeting open for the public to attend in person.

2. CHAIRMAN'S REPORT & ACTIVITIES:

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

2b. Minutes: December 1, 2020

P. Zeliff made a motion to approve the December 1, 2020 minutes; the motion was seconded by T. Bender. Roll call resulted as follows:

- P. Battaglia - Yes
- M. Gray - Yes
- T. Bender - Yes
- P. Zeliff - Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:

3a. \$33M STAMP Grant Review YTD – The status of the \$33M ESD Grant has been provided in the packet for the Committee to review and track progress. GURF #29 was submitted and approved. L. Farrell also noted that the agency's relationship with ESD remains positive.

3b. \$8M STAMP Grant Review YTD – The status of the \$8M ESD Grant has been provided in the packet for the Committee to review and track progress. GURF #10 was submitted and approved. L. Farrell also noted that she requested the balance of grant funds (\$4M) to be released. The Comptroller's office

approved the release of \$2M on 1/4/2021 after an audit of previous GURF documentation had been completed.

3c. November 2020 Financial Statements - L. Farrell reviewed with the Committee the significant items of the November 2020 long form financial statements and noted the following:

- On the balance sheet, unrestricted cash increased. We received \$391,000 in fee revenue in November. We closed on the Bright Oak Solar Project and collected the consulting fee related to the Rochester Regional Health bond refinancing.
- Revenues are over budget, while most operating expenses are under budget. We are in a strong financial position going into 2021.
- Most activity is related to STAMP. Normal monthly activity on the income statements for all funds.
- On the LDC, we received \$1.1M in land sale proceeds related to the HP Hood land sale.

P. Battaglia made a motion to recommend to the full Board the approval of the November 2020 Financial Statements; the motion was seconded by T. Bender. Roll call resulted as follows:

- P. Battaglia - Yes
- M. Gray - Yes
- T. Bender - Yes
- P. Zeff - Yes

The item was approved as presented.

3d. 2021 County Funding Contract – L. Farrell reviewed the 2021 County Funding Contract with the Committee, noting that the funding will remain the same as the previous year’s funding of \$233,513. The language in the agreement is also the same as previous years’ agreements. L. Farrell asked the Committee to recommend approval of the 2021 County Funding Contract.

P. Battaglia made a motion to recommend to the full Board approval of the 2021 County Funding Contract; the motion was seconded by T. Bender. Roll call resulted as follows:

- P. Battaglia - Yes
- M. Gray - Yes
- T. Bender - Yes
- P. Zeff - Yes

The item was approved as presented.

3e. ECIDA Shared Services Agreement – The GCEDC has a shared services agreement with Erie County Industrial Development Agency (ECIDA) for on call IT support services. The GCEDC has had this agreement in place since 2016 and has been very pleased with the service and response time to our issues. We would like to continue this agreement in 2021. The agreement is at an hourly rate of \$85.00. They also provide website hosting services for the GCEDC (\$600 annually), anti-virus software (\$720 annually), CRM Hosting (\$2,200 annually) and any version upgrade would be \$500.00 each occurrence as required.

The following amounts were included in the 2021 budget:

Professional Services - \$6,000 for ECIDA IT consultant (web hosting, anti-virus, hourly IT support)
Dues & Subscriptions - \$2,500 for ECIDA CRM Hosting (actual is \$2,200)

Fund commitment: Not to exceed \$6,000 as included in the Professional Services, and \$2,500 as included in Dues & Subscriptions line items of the 2021 budget

M. Masse requested approval of an amount not to exceed \$8,500 for on call IT support services, website hosting, anti-virus software, CRM hosting and upgrades with ECIDA for 2021.

P. Battaglia made a motion to recommend to the full Board approval of the ECIDA Shared Services Agreement for 2021 not to exceed \$8,500; the motion was seconded by P. Zelif. Roll call resulted as follows:

P. Battaglia - Yes
M. Gray - Yes
T. Bender - Yes
P. Zelif - Yes

The item was approved as presented.

4. ADJOURNMENT

As there was no further business, P. Zelif made a motion to adjourn at 9:08 a.m., seconded by T. Bender and passed unanimously.

\$33M STAMP Grant Activity Review YTD

	Draws #1-13 GURFs #1-13	GURF #14	GURF #15	GURF #16	NYISO Refund Rec'd 6.26.19	GURF #17	GURF #18	GURF #19	GURF #20	GURF #21	GURF #22	GURF #23	GURF #24	GURF #25	GURF #26	GURF #27	GURF #28	GURF #29
Total Draw Amount:	\$ 4,899,065.32																	
Total GURF Amount:	\$ 6,141,053.97	\$ 152,946.26	\$ 327,578.94	\$ 364,005.65	\$ (18,793.00)	\$ 183,031.47	\$ 123,638.96	\$ 122,263.51	\$ 218,737.45	\$ 31,764.00	\$ 9,310.23	\$ 9,725.00	\$ 38,603.00	\$ 192,851.54	\$ 554,934.10	\$ 8,528.56	\$ 17,716.87	\$ 12,151.00
Date of ESD request:		4/8/2019	5/9/2019	6/7/2019		7/15/2019	8/15/2019	9/26/2019	11/8/2019	1/16/2020	3/2/2020	4/29/2020	6/1/2020	6/23/2020	7/29/2020	9/14/2020	11/3/2020	12/16/2020
Date ESD funds were Approved:		4/12/2019	5/13/2019	6/17/2019		7/18/2019	8/28/2019	10/3/2019	11/26/2019	1/27/2020	3/4/2020	5/4/2020	6/11/2020	6/25/2020	8/3/2020	9/23/2020	11/5/2020	12/21/2020
	Grant Amount:		\$ 33,000,000.00															
	Cumulative Amount of Grant Funds Expended:		\$ (13,389,112.83)															
	Request in Process:		\$ -															
	Grant Balance Remaining:		<u>\$ 19,610,887.17</u>															

5b

\$8M STAMP Grant Activity Review YTD

	GURF #1	GURF #2	GURF #3	GURF #4	GURF #5	GURF #6	GURF #7	GURF #8	GURF #9	GURF #10
Total GURF Amount:	\$ 543,395.44	\$ 510,500.61	209,173.81	559,985.76	293,879.80	267,799.23	146,981.00	204,812.96	572,026.97	476,121.95
Date of ESD Request:	12/11/19	1/15/20	3/2/20	4/29/20	5/29/20	6/22/20	7/28/20	9/17/20	11/3/20	12/16/20
Date ESD Approved Release of Funds:	12/13/19	1/21/20	3/5/20	5/4/20	6/11/20	6/25/20	8/4/20	9/18/20	11/5/20	12/18/20

Grant Amount: \$ 8,000,000.00
 Cumulative Amount of Grant Funds Expended: \$ (3,308,555.58)
 Request In Process: \$ (476,121.95)
Grant Balance Remaining: \$ 4,215,322.47

**Genesee County Economic Development Center
December 2020 UNAUDITED Dashboard
Balance Sheet - Accrual Basis**

	<u>12/31/20</u>	<u>11/30/20</u>	[Per Audit] <u>12/31/19</u>
ASSETS:			
Cash - Unrestricted	\$ 2,256,813	\$ 2,228,285	\$ 1,409,323
Cash - Restricted (A)(1)	8,089,027	8,573,012	13,742,990
Cash - Reserved (B)	791,347	790,927	788,561
Cash - Subtotal	11,137,187	11,592,224	15,940,874
Grants Receivable (2)	84,350	69,850	386,091
Accts Receivable- Current (3)	280,042	343,403	397,089
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	26,473	2,105	33,355
Loans Receivable - Current	52,923	51,923	51,450
Total Current Assets	11,583,807	12,062,337	16,811,691
Land Held for Dev. & Resale (5)	15,828,163	15,541,910	13,886,275
Furniture, Fixtures & Equipment	67,982	67,982	67,982
Total Property, Plant & Equip.	15,896,145	15,609,892	13,954,257
Less Accumulated Depreciation	(67,982)	(67,979)	(67,917)
Net Property, Plant & Equip.	15,828,163	15,541,913	13,886,340
Accts Receivable- Non-current (6)	279,650	279,650	559,295
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	253,121	257,865	309,788
Other Assets	532,771	537,515	869,083
TOTAL ASSETS	27,944,741	28,141,765	31,567,114
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (12)	160,725	160,725	160,725
Deferred Outflows of Resources	160,725	160,725	160,725
LIABILITIES:			
Accounts Payable (7)	98,315	4,119	927,789
Loan Payable - Genesee County - Current (8)	290,000	290,000	285,000
Accrued Expenses (9)	11,513	65,214	12,608
Unearned Revenue (10)	6,853,665	7,440,668	10,408,563
Total Current Liabilities	7,253,493	7,800,001	11,633,960
Loans Payable - ESD (11)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (8)	3,425,000	3,425,000	3,715,000
Aggregate Net Pension Liability (12)	199,875	199,875	199,875
Total Noncurrent Liabilities	8,821,362	8,821,362	9,111,362
TOTAL LIABILITIES	16,074,855	16,621,363	20,745,322
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (12)	109,989	109,989	109,989
Deferred Inflows of Resources	109,989	109,989	109,989
NET ASSETS	\$ 11,920,622	\$ 11,571,138	\$ 10,872,528

Significant Events:

1. Restricted Cash - ESD deposited \$4M into an imprest account related to the \$8M STAMP grant in November 2019 and \$15.1M into an imprest account related to the \$33M STAMP grant in January 2018. Expenditures out of these accounts are pre-authorized by ESD. In May 2018, the County remitted \$4M to the GCEDC per a Water Supply Agreement, to be 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. These funds are being used to pay qualifying expenditures.
2. Grants Receivable - YTD decreased due to receipt of funds from National Grid as reimbursement for STAMP expenses.
3. Accounts Receivable (Current) - Termed out Project Origination Fees from HP Hood to be collected in the next 12 months.
4. Prepaid Expense(s) - NYS Retirement, D&O insurance, life insurance, long-term and short-term disability.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Receivable - Non-current - Termed out Project Origination Fees from HP Hood that will not be collected within 12 months of the Balance Sheet date.
7. Accounts Payable - 2020 expenses that will be paid in 2021.
8. 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 will make annual payments to the County of \$448,500 beginning in January 2020.
9. Accrued Expenses - United Way contributions to be paid in December 2020.
10. Unearned Revenue - Interest received in advance; Funds received from municipalities to support park development; Funds received from National Fuel 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 / Aggregate Net Pension Liability / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

(A) Restricted Cash = Municipal Funds, RLF #2 Funds, Grant Funds Received in Advance.

(B) Reserved Cash = RLF #1 Funds (defederalized)

Genesee County Economic Development Center
December 2020 UNAUDITED Dashboard
Profit & Loss - Accrual Basis

	Month to Date		YTD		2020	2020
	12/31/20	12/31/19	2020	2019	Board Approved Budget	YTD % of Budget
Operating Revenues:						
Genesee County	\$ 19,463	\$ 19,463	\$ 233,513	\$ 233,513	\$ 233,513	100%
Fees - Projects	169,532	135,000	758,192	394,209	392,000	193%
Fees - Services	6,707	6,686	80,484	80,243	80,483	100%
Interest Income on Loans	302	346	3,877	3,934	3,877	100%
Rent	5,600	5,730	28,158	24,452	23,995	117%
Common Area Fees - Parks	-	-	700	-	-	N/A
Grants (1)	602,789	1,297,958	4,131,631	3,110,349	26,022,377	16%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	300,000	300,000	300,000	100%
GCFC Grant - Econ. Dev. Program Support	-	-	50,000	-	50,000	100%
Land Sale Proceeds	-	-	-	90,000	-	N/A
BP ² Revenue	1,127	-	1,871	1,139	2,698	69%
Other Revenue	-	55	7,133	6,197	5,000	143%
Total Operating Revenues	830,520	1,490,238	5,595,559	4,244,036	27,113,943	21%
Operating Expenses						
General & Admin	155,645	158,372	1,284,352	1,255,834	1,379,649	93%
Professional Services	8,728	19,456	43,367	72,048	96,000	45%
Site Maintenance/Repairs	811	3,346	7,776	12,893	17,000	46%
Property Taxes/Special District Fees	-	-	3,746	2,948	11,890	32%
PIF Expense	11,304	2,941	90,779	68,303	93,824	97%
CBA Pass Through	-	-	-	205,125	-	N/A
Site Development Expense	305,232	1,248,916	3,138,262	2,232,072	3,726,352	84%
Cost of Land Sales	-	-	-	47,054	-	N/A
Real Estate Development (2)	286,253	185,179	1,941,888	830,589	24,417,148	8%
Balance Sheet Absorption	(286,253)	(185,179)	(1,941,888)	(830,589)	-	N/A
Total Operating Expenses	481,720	1,433,031	4,568,282	3,896,277	29,741,863	0%
Operating Revenue (Expense)	348,800	57,207	1,027,277	347,759	(2,627,920)	
Non-Operating Revenue (Expense)						
Other Interest Income	684	3,148	20,817	42,772	5,000	N/A
Econ. Dev. Loan Fund (LDC/County)	-	-	-	(233,764)	-	N/A
Total Non-Operating Revenue (Expense)	684	3,148	20,817	(190,992)	5,000	0%
Change in Net Assets	349,484	60,355	1,048,094	156,767	\$ (2,622,920)	
Net Assets - Beginning	11,571,138	10,812,173	10,872,528	10,715,761		
Net Assets - Ending	\$ 11,920,622	\$ 10,872,528	\$ 11,920,622	\$ 10,872,528		

Significant Events:

- Grants - YTD includes \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; 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; ESD \$33M & \$8M Grants support STAMP development costs.
- Real Estate Development Costs - Includes STAMP development costs.

Genesee County Economic Development Center
December 2020 UNAUDITED Dashboard
Statement of Cash Flows

	December 2020	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 4	\$ 233,513
Fees - Projects	179,032	1,061,837
Fees - Services	20,121	100,545
Interest Income on Loans	243	3,778
Rent	5,400	27,958
Common Area Fees - Parks	-	700
Grants	11,304	874,573
BP ² Revenue	1,127	1,871
GGLDC Grant - Economic Development Program Support	75,000	375,000
GCFC Grant - Economic Development Program Support	-	50,000
Other Revenue	-	7,133
Repayment of Loans	3,744	55,194
General & Admin Expense	(231,402)	(1,277,185)
Professional Services	(8,728)	(54,220)
Site Maintenance/Repairs	(811)	(7,776)
Site Development	(235,584)	(3,764,936)
Property Taxes/Special District Fees	-	(3,746)
PIF Expense	(11,304)	(90,779)
Improv/Additions/Adj to Land Held for Development & Resale	(264,188)	(2,132,505)
Net Cash Used By Operating Activities	(456,042)	(4,539,045)
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(285,000)
Net Cash Used By Noncapital Financing Activities	-	(285,000)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	1,005	20,358
Net Change in Cash	(455,037)	(4,803,687)
Cash - Beginning of Period	11,592,224	15,940,874
Cash - End of Period	\$ 11,137,187	\$ 11,137,187
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 348,800	\$ 1,027,277
Depreciation Expense	3	65
Decrease in Operating Accounts/Grants Receivable	48,861	696,535
(Increase) Decrease in Prepaid Expenses	(24,368)	6,882
Decrease in Loans Receivable	3,744	55,194
Increase in Land Held for Development & Resale	(286,253)	(1,941,888)
Increase (Decrease) in Operating Accounts Payable	93,875	(827,117)
Decrease in Accrued Expenses	(53,701)	(1,095)
Decrease in Unearned Revenue	(587,003)	(3,554,898)
Total Adjustments	(804,842)	(5,566,322)
Net Cash Used By Operating Activities	\$ (456,042)	\$ (4,539,045)

Corfu WWTF expansion (joint project with the Town of Pembroke) change orders

Discussion: In December of 2019, the GGLDC accepted the bid received from STC Construction for a Base Bid amount of \$4,861,000 and authorizing Change Order No. 1 with a deduct amount of \$500,000.

The GGLDC also accepted the bid received from Concord Electric for a Base Bid amount of \$393,000.

The GGLDC committed the cash on hand in restricted BETP account as of 9/30/19 - \$556,001 (plus any interest earned in the account up to the date of disbursement) and future CBA payments (9 years at \$93,000 per year) unless the debt is paid off early).

The work on the WWTF is almost complete, and there are two additional change orders presented today. One change order from STC and one from Concord Electric.

The Town of Pembroke has passed a bonding resolution that will cover the increase in cost as a result of the change orders and is not asking the GGLDC for any additional funds.

Fund commitment: Nothing additional.

Committee action request: Recommend approval to the full Board of the two change orders presented here with no additional commitment of funds.

Date of Issuance: January 21, 2021 Contract Effective Date: November 7, 2019
 Owner: Town of Pembroke Owner's Contract No.: 1
Genesee County Economic Development Center
Genesee Gateway Local Development Center
 Contractor: STC Construction, Inc. Contractor's Project No.: 1924
 Engineer: CPL Engineer's Project No.: 14243.00
 Project: Corfu Wastewater Treatment Facility Expansion Contract Name: Contract A – General Construction

The Contract is modified as follows upon execution of this Change Order:

Description: In order to facilitate more efficient long term operation of the treatment plant the heaters where changed from electric to natural gas.

Change to Natural Gas Heat \$ 27,000.00 Total

Attachments: HVAC Proposal 12-09-20

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>4,861,000.00</u>	Original Contract Times: Substantial Completion: <u>November 1, 2020</u> Ready for Final Payment: <u>December 1, 2020</u>
Decrease Amount of Previously approved Change Order: \$ <u>500,000.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> ; Substantial Completion: <u>Unchanged</u> Ready for Final Payment: <u>Unchanged</u>
Contract Price prior to this Change Order: \$ <u>4,361,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 1, 2020</u> Ready for Final Payment: <u>December 1, 2020</u>
Increase of this Change Order: \$ <u>27,000.00</u>	Increase of this Change Order: Substantial Completion: <u>February 1, 2021</u> Ready for Final Payment: <u>March 1, 2021</u>
Contract Price incorporating this Change Order: \$ <u>4,388,000.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 1, 2021</u> Ready for Final Payment: <u>March 1, 2021</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u><i>Thomas A. Land</i></u>	By: <u><i>[Signature]</i></u>	By: _____			
Engineer (if required)	Contractor (Authorized Signature)	Owner (Authorized Signature)			
Title: <u>Vice President</u>	Title: <u>Vice President</u>	Title: _____			
Date: <u>1/8/2021</u>	Date: <u>01/07/21</u>	Date: _____			

ACCEPTED:		ACCEPTED:	
By: _____	By: _____		
Owner (Authorized Signature)	Owner (Authorized Signature)		
Title: _____	Title: _____		
Date: _____	Date: _____		

STC Construction, Inc.

December 9, 2020

Dan Insinna
CPL
205 St. Paul Street
Suite 500
Rochester, NY 14604

Re: **Final HVAC Gas Proposal**

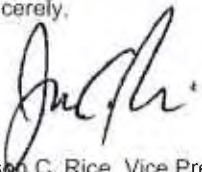
Dear Mr. Insinna:

STC Construction, Inc. is pleased to provide this proposal to complete the additional / modified HVAC scope of work as depicted on the revised drawing set dated 10/08/2020. See attached drawings W-03, H200, H201, H202, H900 for details. Proposal includes the modifications necessary to convert from Electric to Gas heat. Gas piping is included inside the buildings to the equipment. All buried gas line work is not included / by others.

Modifications to Provide Gas Heat in lieu of Electric: \$ 27,000.00 Add

Thank you, and feel free to contact me with any questions regarding this proposal.

Sincerely,



Jason C. Rice, Vice President
STC Construction, Inc.

Phone: 716-592-3400 • Fax: 716-592-4367

63 Zoar Valley Road • Springville, NY 14141
Mailing Address: P.O. Box 459 • Springville, NY 14141-0459

5d

36

Date of Issuance: January 8, 2021 Contract Effective Date: November 8, 2019
 Owner: Town of Pembroke Owner's Contract No.:
 Genesee County Economic Development Center
 Genesee Gateway Local Development Center
 Contractor: Concord Electric Corporation Contractor's Project No.: Corfu WWTP
 Engineer: CPL Engineer's Project No.: 14243.00
 Project: Corfu Wastewater Treatment Facility Expansion Contract Name: Contract B – Electrical

The Contract is modified as follows upon execution of this Change Order:

Description: To facilitate the more efficient long-term operation of the treatment plant, a natural gas line was installed and the heating system was changed to a natural gas fuel source in lieu of electric. To avoid comingling of accounts and provide a redundancy of utility service, a separate water line was run to the new treatment plant. For optimization of operation and maintenance, long-term durability, safety, and security, additional modifications were made to the lighting, outlets, plant controls, plant monitoring system, and blower controls.

Site gas & water lines	\$ 28,056.00
ATS relocation & electrical service change	\$ 14,887.53
Exterior lighting & Outlet additions	\$ 13,320.57
Plant control modifications and addition of blower VFD's	<u>\$ 17,573.82</u>
Total	\$ 73,837.92

Attachments: PCO#2R2, PCO#5, PCO#11, PCO#16R3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 393,000.00	Original Contract Times: Substantial Completion: <u>November 1, 2020</u> Ready for Final Payment: <u>December 1, 2020</u>
No previous Change Orders: \$ 0.00	No previous Change Orders: Substantial Completion: <u>Unchanged</u> Ready for Final Payment: <u>Unchanged</u>
Contract Price prior to this Change Order: \$ 393,000.00	Contract Times prior to this Change Order: Substantial Completion: <u>November 1, 2020</u> Ready for Final Payment: <u>December 1, 2020</u>
Increase of this Change Order: \$ 73,837.92	Increase of this Change Order: Substantial Completion: <u>February 1, 2021</u> Ready for Final Payment: <u>March 1, 2021</u>
Contract Price incorporating this Change Order: \$ 466,837.92	Contract Times with all approved Change Orders: Substantial Completion: <u>February 1, 2021</u> Ready for Final Payment: <u>March 1, 2021</u>

<p>RECOMMENDED: By: <u><i>Kevin A. Lynch</i></u> Engineer (if required) Title: <u>Vice President</u> Date: <u>1/15/2021</u></p>	<p>ACCEPTED: By: <u><i>Patricia Clifford</i></u> Contractor (Authorized Signature) Title: <u>Treasurer</u> Date: <u>1/14/21</u></p>	<p>ACCEPTED: By: <u><i>Thomas Chisholm</i></u> Owner (Authorized Signature) Title: <u>Supervisor</u> Date: <u>1/19/2021</u></p>
---	---	---

<p>ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____</p>	<p>ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____</p>
--	--

PROPOSED CHANGE ORDER

Concord Electric Corp
705 Maple St
Rochester, NY

CCN# 2
Date: 10/16/2020
Project Name: CORFU WWTP
Project Number: CORFU WWTP
Page Number: 1

Client Address:

Work Description

ADD GAS PIPING PER DAVID BARSUK SCOPE OF WORK.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

Itemized Breakdown

Summary

GAS		26,720.00
Material Total		<u>26,720.00</u>
Subtotal		26,720.00
Overhead	(@ 5.000 %)	1,336.00
Subtotal		<u>28,056.00</u>
Final Amount		<u>\$28,056.00</u>

ORIGINAL

5d

38

PROPOSED CHANGE ORDER

Concord Electric Corp
 705 Maple St
 Rochester, NY

CCN # **5**
 Date: 10/14/2020
 Project Name: CORFU WWTP
 Project Number: CORFU WWTP
 Page Number: 1

Client Address:

Work Description

PRICE FOR REVISED SERVICE.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3 1/2" CONDUIT - RMC - GALV	60	1,556.60	C	933.96	25.00	C	15.00
3 1/2" COUPLING - RMC - GALV	1	1,616.51	C	16.17	0.20	E	0.20
3 1/2" ELBOW 90 DEG - RMC - GALV	6	48.04	E	288.24	250.00	C	15.00
3 1/2x 5" NIPPLE - RMC - GALV	1	1,314.68	C	13.15	110.00	C	1.10
3 1/2x 12" NIPPLE - RMC - GALV	4	2,661.74	C	106.47	110.00	C	4.40
3 1/2" CONN THRD HUB INSUL - RMC - MALL OR STL	4	5,926.01	C	237.04	115.00	C	4.60
3 1/2" BUSHING - PLASTIC	12	129.55	C	15.55	0.20	E	2.40
3 1/2" 2-PC CONDUIT STRUT CLAMP	4	163.02	C	6.52	6.00	C	0.24
3.5" CONDUIT - PVC80	90	289.48	C	260.53	7.25	C	6.53
# 1 THHN BLACK	10	1,423.20	M	14.23	19.00	M	0.19
#350 THHN BLACK	640	5,501.87	M	3,521.20	38.00	M	24.32
3 1/4x 1 5/8x 12G STRUT GALV	10	165.15	C	16.52	16.00	C	1.60
LOCKNUT	24	332.25	C	79.74	5.60	C	1.34
36X36X10 3R BOX	1	350.00	E	350.00	2.00	E	2.00
WEATHERHEADS	2	13,089.01	C	261.78	0.55	E	1.10
POINT OF ATTACHMENT	1	0.00	E	0.00	0.63	E	0.63
Totals	870			6,121.08			80.65

Summary

General Materials		6,121.08
Material Total		6,121.08
ELECTRICIAN	(80.65 Hrs @ \$84.62)	6,824.60
Subtotal		12,945.68
Overhead	(@ 15.000 %)	1,941.85
Subtotal		14,887.53
Final Amount		\$14,887.53

ORIGINAL

5d

39



350 METRO PARK
 ROCHESTER NY 14623-2614
 Phone: 585-458-3600
 Fax: 585-458-4318

To: CONCORD ELECTRIC CORP,
 705 MAPLE STREET
 ROCHESTER NY 14611-1713
 Attn: STEVE TROMBLEY
 Phone: 585-436-6870
 Fax: 585-436-5766
 Email: timothy.keeley@graybar.com

Date: 10/12/2020
Proj Name: CORFU NEW SERVICE
GB Quote #: 0236427427
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 10/12/2020
 Valid To: 10/31/2020
 Contact: TIMOTHY KEELEY
 Email: timothy.keeley@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	2 EA	ABB ELECTRICAL	SH 109	SG SH109 3 1/2IN SVCE CAP CLMP RGD/I	\$13,089.01	100	\$261.78	
GB Part #: 88254301		UPC #: 78599143366						
200	4 EA	COOPER B-LINE SYS	B2016PAZN	PIPE/COND CLM PREASSEMB RIGID 3 1/2IN ZN	\$163.02	100	\$65.2	
GB Part #: 88035293		UPC #: 78101161094						
300	10 EA	COOPER B-LINE SYS	B22SH-120GLV	SH CHNL 1 5/8 X 1 5/8-9/16 X 1 1/8 10FT	\$165.15	100	\$16.52	
GB Part #: 88035486		UPC #: 78101121330						
400	1 EA	CONDUIT	3-1/2 X 5	3-1/2 X 5-GALVANIZED CONDUIT NIPPLE	\$1,314.68	100	\$13.15	
GB Part #: 88273242		UPC #: 78669200643						
500	1 EA	CONDUIT	3-1/2-GALV- COUP	3-1/2-GALVANIZED RIGID COUPLING	\$1,616.51	100	\$16.17	
GB Part #: 88273233		UPC #: 78669200139						

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

5d

40

To: CONCORD ELECTRIC CORP.
 705 MAPLE STREET
 ROCHESTER NY 14611-1713
 Attn: STEVE TROMBLEY

Date: 10/12/2020
 Proj Name: CORFU NEW SERVICE
 GB Quote #: 0236427427

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

600	4 EA	COOPER CROUSE-HINDS	ST 9	CH MYERS 3 1/2 ZINC CONDUIT HUB	\$5,926.01	100	\$237.04
GB Part #: 88185199 UPC #: 78473110011							
700	90 EA	PVC COND	PVC-80-3-1/2	3-1/2 SCH80 COND 10FT	\$289.48	100	\$260.53
GB Part #: 94053951 UPC #: 98006006309							
800	6 EA	CONDUIT	3-1/2-90D-GALV- ELL	3-1/2-90 DEG STD RAD RIGID ELBOW	\$48.04	1	\$288.24
GB Part #: 88273234 UPC #: 78669200169							

Total in USD (Tax not included): \$1,099.95

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and billed. Unless noted the estimated ship date will be determined at the time of order placement.

To: CONCORD ELECTRIC CORP.
705 MAPLE STREET
ROCHESTER NY 14611-1713
Attn: STEVE TROMBLEY

Date: 10/12/2020
Proj Name: CORFU NEW SERVICE
GB Quote #: 0236427427

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE (OF ORDER, TERMINATION)** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If any of the items of the goods or services ("Buyer") becomes unavailable to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
- 2. PRICES AND SHIPMENTS** - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. It includes otherwise indicated in the applicable quotation or statement of work. Prices for services shall be those in effect at the time of completion. The contract price for goods and/or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind a buyer, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and/or services, accordingly, to take into account such increases in Graybar's costs.
- 3. RETURN OF GOODS** - Credits may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
- 4. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes may be imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such taxes or provide Graybar with acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, shipping, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates and in no case shall Graybar be liable for any consequential or special damages resulting from any delay in provision of services, shipment of goods.
- 6. LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all applicable warranties including without limitation warranties with respect to intellectual property infringement made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer's original goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similar situation provides all the services would create by following manufacturer's accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A LIFE SUPPORT APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
- 7. LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
- 8. WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, condition, or rights in the future, nor shall it be deemed to be a waiver of any other terms, condition, or right under this agreement.
- 9. MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereby made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and accepted a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
- 10. RISKS** - When Graybar ships returnable goods, a risk deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return goods.
- 11. CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 7, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 11490, 24 CFR Part 471, Appendix A to Subpart A, and the corresponding requirements, to the extent required by law. 41 CFR 101-11.6, and 41 CFR 101-11.6 are incorporated herein by reference, to the extent legally required.
- 12. FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to any transaction, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA), (15 U.S.C. 8781d-1, et. seq.) (encompassing the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the UN Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
- 13. ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
- 14. GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, statement, ledger, or purchase order are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such court upon written notice thereof.
- 15. PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1% of the maximum permitted by law may be added to all accounts not paid by the due date. Visa, MasterCard, and American Express, and Discover credit cards are accepted at point of purchase only.
- 16. EXPORTS** - Buyer acknowledges that this order and the performance hereof are subject to compliance with any and all applicable United States laws, regulation, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and of the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any country for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
- 17. CANCELLATION, CHANGES FOR SERVICE** - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval at Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, rescheduling fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Buyer.

Signed:

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

5d

42

PROPOSED CHANGE ORDER

Concord Electric Corp
 705 Maple St
 Rochester, NY

CCN# 11
 Date: 10/28/2020
 Project Name: CORFU WWTP
 Project Number: CORFU WWTP
 Page Number: 1

Client Address:

Work Description

FURNISH & INSTALL 4 NEW TYPE FL FLOOD LIGHTS.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
2" CONDUIT - RMC - GALV	40	707.50	C	283.00	11.00	C	4.40
2" COUPLING - RMC - GALV	2	395.00	C	7.90	0.10	E	0.20
2" ELBOW 90 DEG - RMC - GALV	2	1,673.00	C	33.46	100.00	C	2.00
2" LOCKNUT - STEEL	16	216.45	C	34.63	0.10	E	1.60
2" BUSHING - PLASTIC	8	135.04	C	10.80	0.10	E	0.80
2" MEASURE CUT & THREAD LABOR - RMC - GALV	4	5.00	E	20.00	0.50	E	2.00
2" 1-H STRAP - RMC - MALL	5	609.21	C	30.46	4.25	C	0.21
3/4" CONDUIT - PVC80	220	64.40	C	141.68	4.50	C	9.90
1" CONDUIT - PVC80	130	88.49	C	115.04	5.25	C	6.83
3/4" ELBOW 90 DEG - PVC80	2	143.34	C	2.87	22.00	C	0.44
1" ELBOW 90 DEG - PVC80	4	217.10	C	8.68	25.00	C	1.00
3/4" COUPLING - PVC	4	38.80	C	1.55	0.10	E	0.40
1" COUPLING - PVC	8	58.90	C	4.71	0.10	E	0.80
3/4" 2-H STRAP - PVC	44	84.84	C	37.33	4.00	C	1.76
1" 2-H STRAP - PVC	14	104.47	C	14.63	4.00	C	0.56
#12 THHN BLACK	968	119.40	M	115.58	6.00	M	5.81
#10 THHN BLACK	572	287.00	M	164.16	7.00	M	4.00
4x 1 1/2" SQ BOX COMB KO	1	800.94	C	8.01	30.00	C	0.30
4" SQ 1G PLSTR RING 5/8" RISE	1	511.21	C	5.11	15.00	C	0.15
3/8-16x 2 1/4 WEDGE ANCHOR - 1 1/2" MIN DEPTH	5	0.00	C	0.00	18.00	C	0.90
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	58	6.68	C	3.87	15.00	C	8.70
#10x 1 P/H SELF-TAP SCREW	58	9.75	C	5.66	5.50	C	3.19
1G TGL SWITCH PLATE - PLASTIC IVY	1	52.95	C	0.53	10.00	C	0.10
WEATHERPROOF SWITCH	1	4,848.58	C	48.49	45.00	C	0.45
TYPE FL FLOOD LIGHT	4	25.00	E	100.00	4.00	E	16.00
Totals	2,172			1,198.15			72.50

Summary

General Materials	1,198.15
FL LIGHT FIXTURES	4,250.00

ORIGINAL

5d

43

PROPOSED CHANGE ORDER

Client Address:

Concord Electric Corp
705 Maple St
Rochester, NY

CCN# 11
Date: 10/28/2020
Project Name: CORFU WWTP
Project Number: CORFU WWTP
Page Number: 2

Summary (Cont'd)

Material Total		5,448.15
ELECTRICIAN	(72.50 Hrs @ \$84.62)	6,134.95
Subtotal		11,583.10
Overhead	(@ 15.000 %)	1,737.47
Subtotal		13,320.57
Final Amount		\$13,320.57

ORIGINAL

5d

44

PROPOSED CHANGE ORDER

Concord Electric Corp
 705 Maple St
 Rochester, NY

CCN# 16
 Date: 12/24/2020
 Project Name: CORFU WWTP
 Project Number: CORFU WWTP
 Page Number: 1

Client Address:

Work Description

ADDITIONAL WORK DESCRIBED BELOW:

- 2) TWO 1.5" PVC FROM MCP TO GUTTER, TEN 1" PIPES FROM GUTTER TO DRIVES.
- 3) TWO TSP WIRE TO MAG METER TO EQ TANK. CORE MAN HOLE TO EQ TANK.
- 4) FOUR 3/4" PVC FROM GUTTER TO GUTTER THEN AROUND TANK TO SLUDGE HOLDING TANK #2 WITH YSI NETWORK CABLE MOUNT HOOD FOR CONTROLLER.
- 10) TWO 1" PVC CONDUITS PLUS GUTTER FROM MCP.
- 13) FOUR 70A 3P BREAKERS.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3/4" CONDUIT - RMC - GALV	110	279.00	C	306.90	6.00	C	6.60
3/4" COUPLING - RMC - GALV	6	128.00	C	7.68	0.10	E	0.60
3/4" ELBOW 90 DEG - RMC - GALV	3	444.00	C	13.32	40.00	C	1.20
3/4" TYPE LB STD CONDUIT BODY W/ CVR & GSKT - RMC	3	19.94	E	59.82	0.65	E	1.95
1 1/2" LOCKNUT - STEEL	4	159.44	C	6.38	0.10	E	0.40
3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	1	0.00	C	0.00	1.00	E	1.00
3/4x 4" FLEX COUPLING W/ MALE ENDS	2	195.42	E	390.84	0.50	E	1.00
3/4" FEM SEAL FTG - VERT ONLY - MALL	1	21.94	E	21.94	0.60	E	0.60
3/4" 1-H STRAP - RMC - MALL	31	171.94	C	53.30	4.00	C	1.24
3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	20	372.00	C	74.40	5.00	C	1.00
3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	4	557.58	C	22.30	18.00	C	0.72
3/4" CONDUIT - PVC	230	108.00	C	248.40	5.20	C	11.96
1" CONDUIT - PVC	50	147.00	C	73.50	5.25	C	2.63
1 1/2" CONDUIT - PVC	60	230.00	C	138.00	7.00	C	4.20
3/4" CONDUIT - PVC	10	108.00	C	10.80	5.20	C	0.52
3/4" ELBOW 90 DEG - PVC	2	143.34	C	2.87	22.00	C	0.44
1" ELBOW 90 DEG - PVC	2	217.10	C	4.34	25.00	C	0.50
1 1/2" ELBOW 90 DEG - PVC	4	433.02	C	17.32	40.00	C	1.60
3/4" ELBOW 90 DEG - PVC	1	834.91	C	8.35	25.20	C	0.25
1" ELBOW 90 DEG - PVC	3	1,040.33	C	31.21	28.80	C	0.86
3/4" COUPLING - PVC	4	38.80	C	1.55	0.10	E	0.40
1" COUPLING - PVC	10	58.90	C	5.89	0.10	E	1.00
1 1/2" COUPLING - PVC	10	109.74	C	10.97	0.10	E	1.00
1 1/2" ADAPTER MALE - PVC	4	157.36	C	6.29	25.00	C	1.00
3/4" TYPE T STD CONDUIT BODY - PVC	2	1,058.26	C	21.17	55.00	C	1.10
1" TYPE T STD CONDUIT BODY - PVC	2	1,185.89	C	23.72	60.00	C	1.20

ORIGINAL

5d

45

PROPOSED CHANGE ORDER

Client Address:

Concord Electric Corp

705 Maple St
Rochester, NY

CCN# 16
Date: 12/24/2020
Project Name: CORFU WWTP
Project Number: CORFU WWTP
Page Number: 2

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
1 1/2" TYPE T STD CONDUIT BODY - PVC	4	2,441.87	C	97.67	85.00	C	3.40
TYPE F FITTING	1	597.01	C	5.97	14.00	C	0.14
3/4" 2-H STRAP - PVC	73	84.84	C	61.93	4.00	C	2.92
1" 2-H STRAP - PVC	17	104.47	C	17.76	4.00	C	0.68
1 1/2" 2-H STRAP - PVC	20	132.81	C	26.56	4.25	C	0.85
# 3 THHN BLACK	1,500	1,991.00	M	2,986.50	15.00	M	22.50
# 2 THHN BLACK	-1,500	2,239.00	M	-3,358.50	17.00	M	-25.50
#14 THHN GREEN	3,450	188.00	M	648.60	5.00	M	17.25
YSI CABLE FURNISHED BY OTHERS	600	0.00	M	0.00	32.00	M	19.20
#18- 2P F/A CABLE 105 DEG	200	250.00	M	50.00	14.00	M	2.80
4 9/16x 1 15/16" DEEP CAST BOX W/ 4x 3/4" HUBS - CI	1	48.30	E	48.30	0.80	E	0.80
COVER ROUND BLANK - CI	1	12.73	E	12.73	0.20	E	0.20
3 1/4x 1 5/8x 12G STRUT GALV	20	2,720.39	C	544.08	16.00	C	3.20
KINDORF STRAPS	18	3,241.54	C	583.48	0.25	E	4.50
3/8-16x 2 1/4 WEDGE ANCHOR - 1 1/2" MIN DEPTH	20	0.10	E	2.00	7.50	C	1.50
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	123	6.68	C	8.22	7.50	C	9.22
#10x 1 P/H SELF-TAP SCREW	123	9.75	C	11.99	2.75	C	3.38
70A 3P BREAKER BOLT-ON	4	450.00	E	1,800.00	1.05	E	4.20
CORE DRILL	2	0.00	E	0.00	2.00	E	4.00
Totals	5,256			5,108.56			120.22

Summary

General Materials		5,108.56
Material Total		5,108.56
ELECTRICIAN	(120.22 Hrs @ \$84.62)	10,173.02
Subtotal		15,281.58
Overhead	(@ 15.000 %)	2,292.24
Subtotal		17,573.82
Final Amount		\$17,573.82

ORIGINAL

5d

46