



**Meeting Agenda – Audit and Finance Committee**  
 Genesee County Economic Development Center  
 Tuesday, January 9, 2024 – 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	
2-7	<b>2. Chairman’s Report &amp; Activities</b> 2a. Agenda Additions / Other Business 2b. Minutes: December 6, 2023	K. Manne	Vote
8-11	<b>3. Discussions / Official Recommendations to the Board:</b> 3a. D&O Insurance Renewal	L. Farrell	Discussion
12-17	3b. November 2023 Financial Statements	L. Farrell	Disc / Vote
18-24	3c. 2024 County Funding Contract	L. Farrell	Disc / Vote
	3d. ECIDA Shared Services Contract	M. Masse	Disc / Vote
	<b>4. Adjournment</b>	K. Manne	Vote



**GCEDC Audit & Finance Committee Meeting**  
**Wednesday, December 6th, 2023**  
**Location: 99 MedTech Drive, Innovation Zone**  
**9:30 a.m.**

**MINUTES**

**ATTENDANCE**

Committee Members: P. Battaglia, M. Gray, K. Manne  
Staff: L. Farrell, M. Masse, P. Kennett, L. Casey, E. Finch, J. Krencik, C. Suozzi  
Guests: J. Teresi (Tompkins Insurance)  
Absent: P. Zelif

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

K. Manne called the meeting to order at 9:30 a.m. in the Innovation Zone.

**Presentation** – Tompkins Insurance - J. Teresi attended the meeting to discuss the Agency’s insurance renewal with the Committee. A comparison of last year’s insurance premiums against the renewal costs for 2024 was included with the meeting materials. J. Teresi noted that it was a simple process for the Selective package and Worker’s Compensation renewal. The total package is about \$72,000 as compared to \$69,000 last year. Pricing for the umbrella coverage is unknown currently. J. Teresi noted that umbrella coverage is an area within the insurance industry that is under pressure. Consequently, prices are increasing. Last year the Agency had \$5M of primary umbrella coverage as well as \$5M of secondary coverage. J. Teresi estimated that the cost of \$5M of primary umbrella coverage will be \$35,000-\$36,000, while \$5M of secondary coverage will not exceed \$9,100. Despite receiving estimates from J. Teresi, the Committee did not want to make a recommendation regarding umbrella coverage without quotes. They will wait until umbrella quotes are received to vote on umbrella coverage at the full Board meeting on Thursday, December 7<sup>th</sup> if possible.

**P. Battaglia made a motion to recommend to the full Board moving forward with the 2024 insurance renewal with Selective; the motion was seconded by M. Gray. Roll call resulted as follows:**

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

J. Teresi left at 9:41 a.m.

**2. Chairman’s Report & Activities**

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

**2b. Minutes: October 24, 2023**

M. Gray made a motion to approve the October 24, 2023 minutes; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

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

**3a. Insurance Renewal** - This agenda item was discussed and voted on immediately following the presentation from J. Teresi.

**3b. October 2023 Financial Statements** - L. Farrell reviewed with the Committee the significant items of the October 2023 long form financial statements.

- Unrestricted cash increased.
  - o Under the operating fund, we received \$1M related to the Edwards project origination fee.
  - o Under the Real Estate Development Fund, we closed on the J. Rental land sale. We received net land sale proceeds of \$832,000.
  - o Under the STAMP Fund, we closed on the Edwards land sale. We received net land sale proceeds of \$3.72M.
- When the budget was completed, cash projections through the end of the year included this activity. Some of these funds have been internally reserved for future construction as they were listed as matching funds for the FAST NY grant that the EDC was awarded.
- Line 8, Restricted Cash is related to the Bergen PIF. We collected about \$15K, which is also recorded as a payable. The funds flow through the GCEDC to the Village of Bergen for electric infrastructure.
- Accounts receivable decreased. The quarterly payment for the MedTech Centre Property Management Fee and Economic Development Support Grant from the GGLDC was received.
- On the P&L, there is the project origination fee from Edwards as well as the land sale proceeds and cost of sales related to the above-mentioned land sales.
- We are where we should be against the budget.
- Other than the above-mentioned items, there is normal monthly activity on the income statements for all funds.

M. Gray made a motion to recommend to the full Board the approval of the October 2023 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

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

The item was approved as presented.

**3c. Bids for survey work for Apple Tree Acres** – The GCEDC asked four companies for bids to survey the following:

1. Subdivision boundary survey map which includes the following:
  - a. A metes and bounds legal description for parcel 13.-1-63.1 as highlighted on the attached map to exclude portion listed in item b below.
  - b. A metes and bounds legal description for a proposed future roadway of approximately 68 feet in width extending from the end of parcel 13.-1-61.12 out to Route 19.

The survey will be used to identify property that will be purchased by a company to construct a new manufacturing facility.

The results of the bids are as follows:

1. Bid of \$8,420 – Frandina Engineering and Land Surveying
2. Bid of \$3,500 - Welch & O'Donoghue
3. Townsend & Lamendola declined to bid
4. Sideki Engineering declined to bid

**Fund Commitment:** Not to exceed \$3,500 to Welch & O'Donoghue for Apple Tree Acres Corporate Park survey work.

**Board Action Request:** Approval of survey contract for Apple Tree Acres.

M. Masse stated that \$2,500 will be reimbursed by the company for the survey per the terms of the Purchase and Sale Agreement.

**P. Battaglia made a motion to recommend to the full Board the approval of the survey contract to Welch & O'Donoghue not to exceed \$3,500 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

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

The item was approved as presented.

**3d. GCEDC e3communications Contract** – e3communications, a professional media and public relations firm/consultant, has submitted a proposal for 2024 services related to public relations and social media marketing for the Genesee County Economic Development Center (GCEDC).

In 2023, e3communications supported GCEDC staff with GCEDC planning, sales and marketing, and government/stakeholder relations. e3communications also maintains an expanded social media presence to audiences in project development and the greater public.

**Fund Commitment:** \$24,000 fund commitment. Funding is available and budgeted in the 2024 GCEDC Marketing – Operations budget for the full contract.

**M. Gray made a motion to recommend to the full Board the approval of the 2024 GCEDC e3Communications contract not to exceed \$24,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3e. Greater Rochester Enterprise Contract** –Greater Rochester Enterprise is our non-profit regional economic development organization supported by a team of private and public-sector leaders in the Finger Lakes region to grow the economy in Genesee County and our eastern neighbors.

This funding request supports GRE staff partnerships with the GCEDC's business development, sales and marketing efforts, site development, and talent attraction efforts. The GCEDC also receives an active role on Greater Rochester Enterprise's board of directors.

GRE staff directly enhance the GCEDC's active sales funnel at STAMP and our shovel-ready sites. Notably, GRE has provided critical regional connections that further project due diligence and project implementation, as with Edwards Genesee. GRE's support also enabled the FAST NY program's legislative approval, STAMP's successful FAST NY application, and the designation of our region as a Federal Tech Hub.

**Board Request:** An investment renewal of \$52,000 to Greater Rochester Enterprise for the 2024 calendar year. This expenditure is covered by available funds in the 2024 GCEDC budget and is at the same cost as in 2023.

The Committee requested additional information regarding the \$52,000 commitment.

**The agenda item was tabled.**

**3f. Invest Buffalo Niagara** –Invest Buffalo Niagara (InBN) is our non-profit regional economic development organization supported by a team of private and public-sector leaders in the Western New York region to grow the economy in Genesee County and our western neighbors.

This funding request supports InBN staff partnerships with the GCEDC's business development, sales and marketing efforts, site development, and talent attraction efforts. The GCEDC also receives an active role on Invest Buffalo Niagara's board of directors.

InBN staff directly enhance the GCEDC's active sales funnel at STAMP and our shovel-ready sites. Notably, InBN has provided critical regional connections that further project due diligence and project implementation, as with Edwards Genesee. InBN's support also enabled the FAST NY program's

legislative approval, STAMP's successful FAST NY application, and the designation of our region as a Federal Tech Hub.

**Board Request:** An investment renewal of \$25,000 to Invest Buffalo Niagara for the 2024 calendar year. This expenditure is covered by available funds in the 2024 GCEDC budget and is at the same cost as in 2023.

**P. Battaglia made a motion to recommend to the full Board the approval of an investment renewal of \$25,000 to Invest Buffalo Niagara as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3g. 360 PSG Contract** – The GCEDC is requesting additional services related to the development and launch of a new GCEDC website. A contract with 360 PSG was previously approved by the board at a cost of \$8,050.

In addition to anticipated design task, quality assurance checks, launching, project management time, domain transfer and accessibility started packages for the final implementation of the project, it is necessary to include a pair of one-time costs related to additional pages for the website and content management system.

**Additional Pages:** \$110/hour at an estimated 9 hours (\$990 increase in budget)

**Content Management System Training:** \$110/hour at an estimated time of 1.5 hours (\$165 increase in budget)

**Funding Commitment:** This expenditure would be covered by unexpended funds in the 2023 marketing budget.

**Board Action Request:** Approval of a contract not to exceed \$1,500 to 360 PSG.

**M. Gray made a motion to recommend to the full Board the approval for 360 PSG Contract not to exceed \$1,500 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3h. Workforce Development Consultant** – Included with the meeting materials was a consulting agreement for the period of January 1, 2024 through December 31, 2024. This agreement is between Sheila Eigenbrod and the GCEDC. Services to be 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 relative to the application, development and deployment of its workforce programs.
3. Consult with educational institutions who may serve as partners in the development, implementation and delivery of training programs. Specifically, interface with Genesee Community College and its BEST Center, other institutions of higher learning, the Genesee Valley Educational Partnership and local secondary schools as appropriate.
4. Provide consulting services as requested by the GCEDC / GGLDC.

This contract is not to exceed \$29,800 and was included in the 2024 GCEDC budget. 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.

**P. Battaglia made a motion to recommend to the full Board the approval of the Workforce Development Agreement with Sheila Eigenbrod not to exceed \$29,800 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

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

**The item was approved as presented.**

#### **4. ADJOURNMENT**

As there was no further business, M. Gray made a motion to adjourn at 9:56 a.m., seconded by P. Battaglia and passed unanimously.

**Genesee County Economic Development Center  
November 2023 Dashboard  
Balance Sheet - Accrual Basis**

DRAFT

	<u>11/30/23</u>	<u>10/31/23</u>	[Per Audit] <u>12/31/22</u>
<b>ASSETS:</b>			
Cash - Unrestricted (1)	\$ 11,152,807	\$ 11,172,312	\$ 6,428,049
Cash - Restricted (A)(2)	7,845,361	7,761,226	8,955,862
Cash - Reserved (B)(3)	672	672	797,149
Cash - Subtotal	18,998,840	18,934,210	16,181,060
Grants Receivable (4)	69,644	68,519	67,663
Accounts Receivable (5)	135,933	103,671	105,672
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (6)	10,567	17,707	25,691
Loans Receivable - Current	55,329	55,652	54,539
<b>Total Current Assets</b>	<b>19,273,145</b>	<b>19,182,591</b>	<b>16,437,457</b>
Land Held for Dev. & Resale (7)	23,735,501	23,639,523	22,615,924
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	23,806,758	23,710,780	22,687,181
Less Accumulated Depreciation	(69,784)	(69,729)	(69,183)
<b>Net Property, Plant &amp; Equip.</b>	<b>23,736,974</b>	<b>23,641,051</b>	<b>22,617,998</b>
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	85,681	90,195	138,073
Right to Use Assets, Net of Accumulated Amortization	30,078	30,078	30,078
Net Pension Asset (12)	200,580	200,580	200,580
<b>Other Assets</b>	<b>316,339</b>	<b>320,853</b>	<b>368,731</b>
<b>TOTAL ASSETS</b>	<b>43,326,458</b>	<b>43,144,495</b>	<b>39,424,186</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (12)	416,930	416,930	416,930
<b>Deferred Outflows of Resources</b>	<b>416,930</b>	<b>416,930</b>	<b>416,930</b>
<b>LIABILITIES:</b>			
Accounts Payable (8)	147,200	57,379	218,950
Loan Payable - Genesee County - Current (9)	315,000	315,000	305,000
Accrued Expenses	61,639	56,606	30,879
Lease Payable - Current	12,167	12,167	12,167
Customer Deposits - Local Labor Reporting	18,505	18,505	-
Unearned Revenue (10)	6,720,121	6,832,918	8,533,938
<b>Total Current Liabilities</b>	<b>7,274,632</b>	<b>7,292,575</b>	<b>9,100,934</b>
Loans Payable - ESD (11)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (9)	2,510,000	2,510,000	2,825,000
Lease Payable - Noncurrent	17,911	17,911	17,911
<b>Total Noncurrent Liabilities</b>	<b>7,724,398</b>	<b>7,724,398</b>	<b>8,039,398</b>
<b>TOTAL LIABILITIES</b>	<b>14,999,030</b>	<b>15,016,973</b>	<b>17,140,332</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (12)	712,344	712,344	712,344
<b>Deferred Inflows of Resources</b>	<b>712,344</b>	<b>712,344</b>	<b>712,344</b>
<b>NET ASSETS</b>	<b>\$ 28,032,014</b>	<b>\$ 27,832,108</b>	<b>21,988,440</b>



Significant Events:

1. Unrestricted Cash - YTD Increase related to Edwards Vacuum Project Origination Fee (\$1.025M), Land sale at AppleTree Acres (J. Rental \$831.9K) and land sale at STAMP (Edwards Vacuum \$3.72M).
2. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD.
3. Reserved Cash - RLF funds were used to cover STAMP expenses in August of 2023. \$564K was used to set up the STAMP Part 182 Permit Reserve and \$320K was used for the Keeler and 716 Contracts.
4. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
5. Accounts Receivable - Econ. Dev. Program Support Grant, MedTech Centre Property Management, final origination fee installment from Nexgistics, etc.
6. Prepaid Expense(s) - Cyber, D&O, life, general liability, umbrella, workers compensation and short-term disability insurance, etc.
7. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
8. Accounts Payable - Pembroke PIF payment received in November and not disbursed until December, e3communications and interest earned on imprest accounts that will be remitted to ESD.
9. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
10. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
11. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
12. Net Pension Asset / Deferred Pension Outflows / Deferred Pension Inflows - 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).

**Genesee County Economic Development Center  
November 2023 Dashboard  
Profit & Loss - Accrual Basis**

**DRAFT**

	Month to Date		YTD		2023	2023
	11/30/23	11/30/22	2023	2022	Board Appr. Budget	YTD % of Budget
<b><u>Operating Revenues:</u></b>						
Genesee County	\$ 19,459	\$ 19,459	\$ 214,050	\$ 214,051	\$ 233,513	92%
Genesee County - WFD	2,083	2,083	22,914	22,915	25,000	92%
Fees - Projects (1)	121,963	250	1,626,037	383,093	487,000	334%
Fees - Services	7,262	7,099	79,882	78,090	87,146	92%
Interest Income on Loans	163	211	2,012	2,540	2,170	93%
Rent	577	-	12,334	16,393	32,910	37%
Common Area Fees - Parks	-	-	391	373	380	103%
Grants (2)	206,060	82,809	2,535,224	4,231,366	4,600,459	55%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	275,000	275,000	300,000	92%
GCFC Grant - Econ. Dev. Program Support	-	-	-	328,388	-	N/A
Land Sale Proceeds (3)	-	-	4,600,000	67,500	-	N/A
BP <sup>2</sup> Revenue	12,377	-	14,091	22,693	52,819	27%
Other Revenue	159	-	5,764	1,390	5,000	115%
<b>Total Operating Revenues</b>	<b>395,103</b>	<b>136,911</b>	<b>9,387,699</b>	<b>5,643,792</b>	<b>5,826,397</b>	<b>161%</b>
<b><u>Operating Expenses</u></b>						
General & Admin	113,046	119,397	1,517,620	1,243,454	1,519,303	100%
Professional Services	14,768	1,500	77,028	61,663	206,620	37%
Site Maintenance/Repairs	10,073	-	17,925	5,171	38,000	47%
Property Taxes/Special District Fees	-	-	5,195	3,518	3,030	171%
BP <sup>2</sup> Expense	-	82,809	-	82,809	17,244	0%
PIF Expense	92,140	-	155,115	43,296	151,906	102%
Site Development Expense (4)	15,204	-	950,882	2,456,204	2,373,161	40%
Cost of Land Sales	-	-	870,333	5,775	-	N/A
Real Estate Development (5)	95,978	-	1,938,684	2,593,671	1,770,339	110%
Balance Sheet Absorption	(95,978)	-	(1,938,684)	(2,593,671)	-	N/A
<b>Total Operating Expenses</b>	<b>245,231</b>	<b>203,706</b>	<b>3,594,098</b>	<b>3,901,890</b>	<b>6,079,603</b>	<b>59%</b>
<b>Operating Revenue (Expense)</b>	<b>149,872</b>	<b>(66,795)</b>	<b>5,793,601</b>	<b>1,741,902</b>	<b>(253,206)</b>	
<b><u>Non-Operating Revenue</u></b>						
Other Interest Income (6)	50,034	13,659	249,973	27,614	5,900	4237%
<b>Total Non-Operating Revenue</b>	<b>50,034</b>	<b>13,659</b>	<b>249,973</b>	<b>27,614</b>	<b>5,900</b>	<b>4237%</b>
<b>Change in Net Assets</b>	<b>199,906</b>	<b>(53,136)</b>	<b>6,043,574</b>	<b>1,769,516</b>	<b>\$ (247,306)</b>	
<b>Net Assets - Beginning</b>	<b>27,832,108</b>	<b>21,406,147</b>	<b>21,988,440</b>	<b>19,583,495</b>		
<b>Net Assets - Ending</b>	<b>\$ 28,032,014</b>	<b>\$ 21,353,011</b>	<b>\$ 28,032,014</b>	<b>\$ 21,353,011</b>		

**Significant Events:**

1. Fees Projects - Forefront Power.
2. Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Land Sale Proceeds - AppleTree Acres (J. Rental \$831.9K) and STAMP (Edwards Vacuum \$3.72M).
4. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
5. Real Estate Development Costs - Includes STAMP development costs.
6. Other Interest Income - Interest rates have increased substantially; invested funds into a CD for additional interest income.

**Genesee County Economic Development Center  
November 2023 Dashboard  
Statement of Cash Flows**

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	November 2023	YTD
<b>CASH FLOWS PROVIDED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 21,542	\$ 258,506
Fees - Projects	121,963	1,533,537
Fees - Services	-	86,656
Interest Income on Loans	161	1,915
Rent	577	20,583
Common Area Fees - Parks	-	391
Grants	92,140	720,481
BP <sup>2</sup> Revenue	12,377	14,091
GGLDC Grant - Economic Development Program Support	-	300,000
Other Revenue	159	5,764
Repayment of Loans	4,837	51,602
Net Land Sale Proceeds	-	4,548,774
Customer Deposit	-	18,505
General & Admin Expense	(99,597)	(1,477,739)
Professional Services	(13,768)	(90,568)
Site Maintenance/Repairs	(10,073)	(17,478)
Site Development	(17,704)	(1,056,819)
Property Taxes/Special District Fees	-	(5,195)
PIF Expense	(14,813)	(62,975)
Improv/Additions/Adj to Land Held for Development & Resale	(95,978)	(2,021,621)
Net Cash Provided By Operating Activities	1,823	2,828,410
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(305,000)
Net Cash Used By Noncapital Financing Activities	-	(305,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	62,807	294,370
Net Change in Cash	64,630	2,817,780
Cash - Beginning of Period	18,934,210	16,181,060
Cash - End of Period	\$ 18,998,840	\$ 18,998,840
<b>RECONCILIATION OF NET OPERATING REVENUE TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 149,872	\$ 5,793,601
Depreciation Expense	55	601
Increase in Operating Accounts/Grants Receivable	(33,387)	(32,242)
Decrease in Prepaid Expenses	7,140	15,124
Decrease in Loans Receivable	4,837	51,602
Increase in Land Held for Development & Resale	(95,978)	(1,119,577)
Increase (Decrease) in Operating Accounts Payable	77,048	(116,147)
Increase in Accrued Expenses	5,033	30,760
Decrease in Unearned Revenue	(112,797)	(1,813,817)
Increase in Customer Deposits	-	18,505
Total Adjustments	(148,049)	(2,965,191)
Net Cash Provided By Operating Activities	\$ 1,823	\$ 2,828,410

**AGREEMENT BETWEEN  
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
AND  
COUNTY OF GENESEE  
FOR 2024**

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 2024 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, 2024 and will end on December 31, 2024.
17. The GCEDC agrees to submit to the County its Proposed Annual Budget for the year 2025 not later than September 1, 2024.

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 \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_, 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.

\_\_\_\_\_  
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

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**RESOLUTION NO. 528**

**CONTRACT RENEWAL - GENESEE COUNTY  
ECONOMIC DEVELOPMENT CENTER (GCEDC) -  
APPROVAL OF**

Legislator Clattenburg offered the following resolution:

**WHEREAS**, the Committee on Ways and Means has reviewed the proposed contract for 2024 between the County of Genesee and the Genesee County Economic Development Center (GCEDC) and does recommend approval at this time. Now, therefore, be it

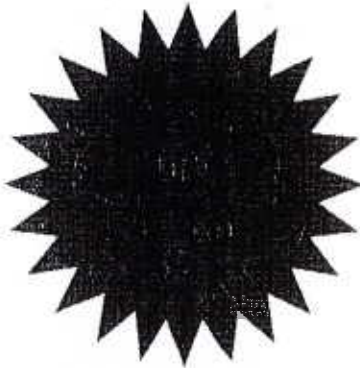
**RESOLVED**, that the Chair of the Genesee County Legislature be and hereby is authorized and directed to execute a contract with the Genesee County Economic Development Center (GCEDC) for a period beginning January 1, 2024 through December 31, 2024 and be it further

**RESOLVED**, that the sum of \$233,513 shall be paid in regular installments, pursuant to the Agreement, upon submission by the Agency of vouchers in proper form. An additional \$25,000 for workforce training program administration will be paid upon submission by the Agency of vouchers in proper form.

**Budget Impact:**

2024 = \$233,513 + \$25,000 workforce training program administration  
 2023 = \$233,513 + \$25,000 workforce training program administration  
 2022 = \$233,513 + \$25,000 workforce training program administration  
 2021 = \$233,513  
 2020 = \$233,513  
 2019 = \$233,513  
 2018 = \$193,513  
 2017 = \$193,513 -- 10% reduction in funding or \$21,501 less  
 2016 = \$215,014  
 2015 = \$215,014  
 2014 = \$215,014  
 2013 = \$215,014  
 2012 = \$215,014; 5% reduction in funding or \$11,317 less  
 2011 = \$226,330; 15% reduction in funding or \$29,942 less  
 2010 = \$266,271; 5% reduction in funding or \$14,014 less  
 2009 to 2006 funding = \$280,285  
 2005 to 2003 = \$275,285  
 2002 = \$245,000

Legislator Yunker seconded the resolution, which was adopted by 200 votes.



State of New York  
 County of Genesee  
 I hereby certify that the foregoing is a true and correct transcript of a resolution duly adopted  
 by the Genesee County Legislature on the 13th day of December 2023. Dated, Batavia, New York  
 December 14, 2023  
 \_\_\_\_\_  
*David K. Casey*  
 Clerk of the Genesee County Legislature

**GCEDC**  
**Audit & Finance Committee Meeting Report**  
**January 9, 2024**

**3f. 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 2024. The agreement is at an hourly rate of \$95. 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 each occurrence as required. Since 2016 there was one \$10 per hour increase in the hourly rate (2022). There are no changes from 2023 to 2024. All other amounts have remained the same as last year.

The following amounts were included in the 2024 budget:

Professional Services - \$5,000 for ECIDA IT hourly support and \$600 for web hosting  
Dues & Subscriptions - \$2,200 for ECIDA CRM Hosting and \$720 for antivirus software

**Fund commitment:** Not to exceed \$5,600 as included in the Professional Services, and \$2,920 as included in Dues & Subscriptions line items of the 2024 budget.

**Committee action request:** Recommend approval of not to exceed \$8,520 for on call IT support services, website hosting, anti-virus software, CRM hosting and upgrades with ECIDA for 2024.



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

January 1, 2024

## 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.

### **Website Hosting:**

\$50/mo for hosting **(\$600 Annual Invoice)**

- 1 Virtual Server instance (1 virtual processor, 1GB of RAM)
- 50GB of storage
- 1 x Concrete5 Site
- 1 x SQL Database
- Nightly Backup
- Off-Site Disaster Recovery Backup
- Lease of 1 static public IP address

*\*\*Upon notice of termination of hosting from either contracted entity, client will have 90 days to move the site(s) to a new host.*

### **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 Profic 12/13/23

## 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.