



**Genesee Gateway Local Development Corp.  
Meeting Agenda**

Thursday, December 7, 2023

Location: 99 MedTech Drive, Innovation Zone

**PAGE#**

- 1.0 Call to Order 5:40pm**
- 2.0 Chairman's Report and Activities 5:40pm**
  - 2.1 Upcoming Meetings:  
**Next Scheduled Board Meeting: Thursday, December 21<sup>st</sup> at 4 p.m.**  
Audit & Finance Committee Meeting: Tuesday, January 9<sup>th</sup> at 8:30 a.m.  
Board Meeting: Thursday, January 11<sup>th</sup> at 4:00 p.m.  
2024 Meeting Calendar
  - 2.2 Agenda Additions/ Deletions / Other Business **\*\*Vote**
  - 2.3 Minutes: October 26, 2023 **\*\*Vote**
- 3.0 Report of Management 5:45pm**
  - 3.1 Nothing at this time.
- 4.0 Audit & Finance Committee – D. Cunningham 5:45pm**
  - 4.1 October 2023 Financial Statements **\*\*Vote**
  - 4.2 Insurance Renewal **\*\*Vote**
  - 4.3 Grant Consulting Services **\*\*Vote**
  - 4.4 Access & Use Agreement for Ag Park Property **\*\*Vote**
  - 4.5 Increase to Turnbull / Triton Budgeted Maintenance Expenses **\*\*Vote**
  - 4.6 Access Agreement for MedTech Park Housing Project **\*\*Vote**
  - 4.7 LED Lighting Installation for MedTech Centre **\*\*Vote**
- 5.0 Governance & Nominating Committee – S. Noble-Moag 6:00pm**
  - 5.1 Nothing at this time.
- 6.0 Other Business 6:00pm**
  - 6.1 Nothing at this time.
- 7.0 Adjournment 6:00pm**

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## GCEDC/GGLDC 2024 Meeting Schedule

### JANUARY

Tuesday, January 9, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, January 10, 2024	GCEDC STAMP Committee	8am
<b>Thursday, January 11, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>
Tuesday, January 30, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, January 31, 2024	GCEDC STAMP Committee	8am

### FEBRUARY

Thursday, February 1, 2024	GCEDC/GGLDC Governance & Nominating Committee	3pm
<b>Thursday, February 1, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>

### MARCH

Tuesday, March 5, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, March 6, 2024	GCEDC STAMP Committee	8 am
<b>Thursday, March 7, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>
Wednesday, March 27, 2024	GCEDC STAMP Committee	8am – Adj. per below
Thursday, March 28, 2024	GCEDC/GGLDC Audit & Finance Committee	3pm – Audit & PARIS 3/31 deadline
<b>Thursday, March 28, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm – Audit &amp; PARIS 3/31 deadline</b>

### APRIL

<b>Friday, April 26, 2024</b>	<b>Annual Meeting</b>	
Tuesday, April 30, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am

### MAY

Wednesday, May 1, 2024	GCEDC STAMP Committee	8am
Thursday, May 2, 2024	GCEDC/GGLDC Governance & Nominating Committee	3pm
<b>Thursday, May 2, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>

### JUNE

Tuesday, June 4, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, June 5, 2024	GCEDC STAMP Committee	8am
Thursday, June 6, 2024	GCEDC/GGLDC Governance & Nominating Committee	3pm
<b>Thursday, June 6, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>

### JULY

Tuesday, July 9, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, July 10, 2024	GCEDC STAMP Committee	8am
<b>Thursday, July 11, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm – Holiday Adjustment</b>
Tuesday, July 30, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am – GCEDC Budget Workshop
Wednesday, July 31, 2024	GCEDC STAMP Committee	8am

### AUGUST

<b>Thursday, August 1, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>3pm - Glow Corporate Cup</b>
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### SEPTEMBER

Tuesday, September 3, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am – GCEDC Draft Budget Review
Wednesday, September 4, 2024	GCEDC STAMP Committee	8am
<b>Thursday, September 5, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>

**OCTOBER**

Tuesday, October 1, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am – GGLDC Budget Workshop
Wednesday, October 2, 2024	GCEDC STAMP Committee	8am
<b>Thursday, October 3, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>
Tuesday, October 29, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am – GGLDC Draft Budget Review
Wednesday, October 30, 2024	GCEDC STAMP Committee	8am
Thursday, October 31, 2024	GCEDC Employment & Compensation Committee	2pm – Holiday
<b>Thursday, October 31, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>3pm – 11/2 Budget Deadline / Holiday</b>

**NOVEMBER**

No Meetings Scheduled

**DECEMBER**

Tuesday, December 3, 2024	GCEDC/GGLDC Audit & Finance Committee	8:30am
Wednesday, December 4, 2024	GCEDC STAMP Committee	8am
Thursday, December 5, 2024	GCEDC Employment & Compensation Committee	3pm
<b>Thursday, December 5, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>
Thursday, December 19, 2024	GCEDC Employment & Compensation Committee	3pm
<b>Thursday, December 19, 2024</b>	<b>GCEDC/GGLDC Board Meeting</b>	<b>4pm</b>

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GGLDC Board Meeting  
Thursday, October 26, 2023  
Location: 99 MedTech Drive, Innovation Zone  
4:00 PM

GGLDC MINUTES

Attendance

Board Members: M. Brooks, S. Noble-Moag, D. Cunningham, C. Yunker, G. Torrey  
Staff: L. Farrell, M. Masse, S. Hyde, J. Krencik, L. Casey, C. Suozzi  
Guests: C. Kemp (GCEDC Board Member), R. Gaenzle (Harris Beach/Video Conference), K. Manne (GCEDC Board Member), Isaiah Jones (GCC Student), M. Gray (GCEDC Board Member), R. Crosen (Town of Alabama Supervisor)  
Absent: M. Clattenburg, P. Battaglia, P. Zelif, J. Tretter

1.0 Call to Order

D. Cunningham called the meeting to order at 4:48 p.m. in the Innovation Zone.

2.0 Chairman's Report and Activities

2.1 Upcoming Meetings:

**Next Scheduled Board Meeting: Thursday, December 7<sup>th</sup> at 4:00 p.m.**  
Audit & Finance Committee Meeting: Tuesday, December 5<sup>th</sup> at 8:30 a.m.

R. Crossen and M. Gray left the meeting at 4:49 p.m.

2.2 Agenda Additions/ Deletions/ Other Business –

**M. Brooks made a motion add agenda item 3.1 - Phillips Lytle Representation of Five Star Bank; the motion was seconded by G. Torrey. Roll call resulted as follows:**

M. Brooks -	Yes	J. Tretter -	Absent
D. Cunningham -	Yes	P. Battaglia -	Absent
C. Yunker -	Yes	M. Clattenburg -	Absent
G. Torrey -	Yes	P. Zelif -	Absent
S. Noble-Moag -	Yes		

The item was added to the agenda.

2.3 Minutes: October 5, 2023 -

**S. Noble-Moag made a motion to approve the October 5, 2023 minutes as presented; the motion was seconded by M. Brooks. Roll call resulted as follows:**

M. Brooks -	Yes	J. Tretter -	Absent
D. Cunningham -	Yes	P. Battaglia -	Absent

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C. Yunker -	Yes	M. Clattenburg -	Absent
G. Torrey -	Yes	P. Zeliff -	Absent
S. Noble-Moag -	Yes		

**The item was approved as presented.**

**3.0 Report of Management**

**3.1 Phillips Lytle Representation of Five Star Bank** – The GGLDC is selling property at MedTech for a housing project. Two lenders, including Five Star Bank and USDA, have a loan on this property and some of the other property’s collateral. Five Star Bank agreed to a partial release of MedTech property that is vacant and for sale without requiring any repayment of debt. Five Star Bank would like to use Phillips Lytle as legal representation for this partial release. Harris Beach is handling all IDA documents and the purchase and sale agreement. Phillips Lytle did not think this required a formal waiver to be approved by the Board; however, staff wanted to ensure that the Board was apprised of the representation related to this matter. The Board concurred.

**4.0 Audit & Finance Committee – D. Cunningham**

**4.1 September 2023 Financial Statements** - L. Farrell reviewed the September 2023 financial statements with the Board. The following was noted:

- On the balance sheet, restricted cash increased by \$90K. We received the final draw for the OCR Cares Grant, but funds did not get disbursed to recipients until October. Therefore, these funds were classified as restricted
- On the P&L, we collected grant revenue related to the Genesee CARES grant. The expenditures are recorded as payables and were recognized as professional services expenses to Sicherman’s office and grant expense to be disbursed to grant awardees in October.

The financial statements were reviewed in detail by the Committee and are recommended for approval.

**M. Brooks made a motion to accept the September 2023 Financial Statements as presented; the motion was seconded by G. Torrey. Roll call resulted as follows:**

M. Brooks -	Yes	J. Tretter -	Absent
D. Cunningham -	Yes	P. Battaglia -	Absent
C. Yunker -	Yes	M. Clattenburg -	Absent
G. Torrey -	Yes	P. Zeliff -	Absent
S. Noble-Moag -	Yes		

**The item was approved as presented.**

**4.2 GGLDC 2024 Budget** - L. Farrell stated that the 2024 budget was reviewed by the Audit & Finance Committee. Bullet points of the 2024 budget assumptions were included with the Board materials. L. Farrell also noted the following:

- A conservative approach has been taken and no land sales have been projected.



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- At the end of 2024, the projected cash balance on a consolidated basis (GGLDC & GAB, LLC) is \$6.6M, of which \$3M is strategic investment funds.

This item was recommended for approval by the Committee.

**C. Yunker made a motion to accept the GGLDC 2024 Budget as presented; the motion was seconded by M. Brooks. Roll call resulted as follows:**

M. Brooks -	Yes	J. Tretter -	Absent
D. Cunningham -	Yes	P. Battaglia -	Absent
C. Yunker -	Yes	M. Clattenburg -	Absent
G. Torrey -	Yes	P. Zelif -	Absent
S. Noble-Moag -	Yes		

**The item was approved as presented.**

**4.3 GGLDC 1+3 Budget** – L. Farrell presented the 1+3 Budget, which is on an accrual basis. It was noted that most line items show a 3% increase year over year unless there is an asterisk or is shaded. These line items could be estimated more accurately based upon additional information that is available. At the GCEDC Audit and Finance Committee meeting, a Committee member questioned if an estimated 3% increase year over year is sufficient. Subsequently, K. Manne pulled a CPI report showing that inflation last year was approximately 7% and has gone to approximately 2% as of June this year.

Included with the meeting materials are four-year budgets for the GGLDC & GAB, LLC Consolidated, GGLDC Consolidated and GAB, LLC. The GGLDC & GAB, LLC Consolidated 1 + 3 Budget will be entered into PARIS (Public Authorities Reporting Information System) and certified.

This was recommended for approval by the Committee.

**S. Noble-Moag made a motion to approve the GGLDC 1+3 Budget as presented; the motion was seconded by M. Brooks. Roll call resulted as follows:**

M. Brooks -	Yes	J. Tretter -	Absent
D. Cunningham -	Yes	P. Battaglia -	Absent
C. Yunker -	Yes	M. Clattenburg -	Absent
G. Torrey -	Yes	P. Zelif -	Absent
S. Noble-Moag -	Yes		

**The item was approved as presented.**

**4.4 GCEDC Economic Development Support Grant** - L. Farrell stated that the Economic Development Program Support Grant of \$300,000 was included in strategic investments for 2024 and included with the GGLDC Budget that was just approved.

**M. Brooks made a motion to approve the GCEDC Economic Development Support Grant as presented; the motion was seconded by G. Torrey. Roll call resulted as follows:**

M. Brooks -	Yes	J. Tretter -	Absent
D. Cunningham -	Yes	P. Battaglia -	Absent
C. Yunker -	Yes	M. Clattenburg -	Absent

G. Torrey -	Yes	P. Zelif -	Absent
S. Noble-Moag -	Yes		

The item was approved as presented.

**4.5 2024 General Cleaning Services** - During 2022, staff reached out to four cleaning companies to obtain quotes for 2023 cleaning services. Commercial Cleaning Services of Western New York Inc. was awarded the contract.

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

**Fund Commitment:** \$16,500, plus reimbursement for supplies; MedTech Centre site maintenance; included in the proposed 2024 GGLDC Budget.

**Board Action Request:** Staff is requesting a recommendation from the Board to continue this contract for 2024 cleaning services at a cost not to exceed \$16,500 for the year, plus reimbursement for supplies.

This was recommended for approval by the Committee.

**S. Noble-Moag made a motion to approve the 2024 General Cleaning Services with Commercial Cleaning Services not to exceed \$16,500, plus reimbursement for supplies as presented; the motion was seconded by M. Brooks. Roll call resulted as follows:**

M. Brooks -	Yes	J. Tretter -	Absent
D. Cunningham -	Yes	P. Battaglia -	Absent
C. Yunker -	Yes	M. Clattenburg -	Absent
G. Torrey -	Yes	P. Zelif -	Absent
S. Noble-Moag -	Yes		

The item was approved as presented.

**4.6 Commercial Cleaning Services Additional 2023 Services** – Commercial Cleaning Services of WNY, Inc. (CCS) has provided the GGLDC with a quote for waxing of the floors and the cleaning of the tile/grout in the bathrooms. Although this expenditure is not over \$5,000, total payments to this company will be over \$5,000 when combined with the general cleaning services that the company already provides. The GGLDC approved a contract with Commercial Cleaning Services of WNY Inc., for general cleaning services not to exceed \$14,500 for 2023. These additional services are \$1,199.64 (floor waxing) and \$495 (tile/grout cleaning). We have requested quotes for these services in the past, but this company has been offering a lower rate as a current customer. The quotes received are at the same rate as last year.

**Fund Commitment:** The total expenditure for these services should not exceed \$1,700 and will be paid out of the GGLDC, under MedTech Center site maintenance. This amount is lower than what was budgeted for these services for 2023.

**Board Action Request:** Approval of the floor maintenance proposal with Commercial Cleaning Services of WNY, Inc. not to exceed \$1,700.

This was recommended for approval by the Committee.

**M. Brooks made a motion to approve the floor maintenance proposal with Commercial Cleaning Services not to exceed \$1,700 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

M. Brooks -	Yes	J. Tretter -	Absent
D. Cunningham -	Yes	P. Battaglia -	Absent
C. Yunker -	Yes	M. Clattenburg -	Absent
G. Torrey -	Yes	P. Zelif -	Absent
S. Noble-Moag -	Yes		

**4.7 12/31/23 Audit Services** – Last year the GCEDC and its affiliated entities issued a joint Request for Proposals (RFP) for Professional Auditing Services. The RFP requested services for three audit years from January 1, 2022 to December 31, 2024, with an option of contracting for an additional two years (2025-2026). The Board approved a 3-year engagement with Mostert, Manzanero & Scott, LLP. L. Farrell noted that the fee for 2023 audit services will increase from \$10,000 to \$10,300. The engagement letter includes an option to add on a Single Audit if necessary for an additional fee.

This was recommended for approval by the Committee.

**S. Noble-Moag made a motion to approve the engagement letter with Mostert, Manzanero & Scott, LLP for 12/31/23 audit services not to exceed \$10,300 as presented, with Single Audit services added if necessary; the motion was seconded by G. Torrey. Roll call resulted as follows:**

M. Brooks -	Yes	J. Tretter -	Absent
D. Cunningham -	Yes	P. Battaglia -	Absent
C. Yunker -	Yes	M. Clattenburg -	Absent
G. Torrey -	Yes	P. Zelif -	Absent
S. Noble-Moag -	Yes		

The item was approved as presented.

**5.0 Governance & Nominating Committee – S. Noble-Moag**

**5.1 Nothing at this time.**

**6.0 Other Business**

**6.1 Nothing at this time.**

**7.0 Adjournment**

As there was no further business, C. Yunker made a motion to adjourn at 5:00 p.m., which was seconded by G. Torrey and passed unanimously.



**Genesee Gateway Local Development Corp.**  
**October 2023 Dashboard**  
**Balance Sheet - Accrual Basis**

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	10/31/23	9/30/23	[Per Audit] 12/31/22
<b><u>ASSETS:</u></b>			
Cash - Unrestricted	\$ 739,001	\$ 740,851	\$ 628,057
Cash - Restricted (A) (1)	1,476,075	1,690,217	681,869
Cash - Reserved (B)	1,345,467	1,508,103	1,652,599
Cash - Subtotal	3,560,543	3,939,171	2,962,525
Grants Receivable	0	0	34,325
Accounts Receivable	6,279	9,162	9,043
Lease Receivable GASB - Current Portion	509,788	509,788	509,788
Loans Receivable - Current Portion	605,331	610,011	426,864
Other Current Assets (2)	12,812	17,600	4,088
<b>Total Current Assets</b>	<b>4,694,753</b>	<b>5,085,732</b>	<b>3,946,633</b>
Land Held for Dev. & Resale	2,182,234	2,182,234	2,182,234
Buildings & Improvements	7,202,120	7,202,120	7,202,120
Furniture, Fixtures & Equipment	46,599	46,599	46,599
Total Property, Plant & Equip.	9,430,953	9,430,953	9,430,953
Less Accumulated Depreciation	(2,509,914)	(2,493,738)	(2,348,163)
<b>Net Property, Plant &amp; Equip.</b>	<b>6,921,039</b>	<b>6,937,215</b>	<b>7,082,790</b>
Lease Receivable GASB - Noncurrent Portion	2,453,344	2,453,344	2,453,344
Loans Receivable - Noncurrent Portion (Net of \$176,545 Allow for Bad Debt at 12/31/22 and \$170,238 at 10/31/23 & 9/30/23)	786,678	791,983	1,156,666
Equity Investment in Genesee Agri-Business, LLC (3)	2,562,240	2,562,240	2,562,240
<b>Other Assets</b>	<b>5,802,262</b>	<b>5,807,567</b>	<b>6,172,250</b>
<b>Total Assets</b>	<b>17,418,054</b>	<b>17,830,514</b>	<b>17,201,673</b>
<b><u>LIABILITIES:</u></b>			
Accounts Payable (4)	32,262	179,344	45,963
Unearned Revenue (5)	41,329	40,833	40,934
Security Deposits	109,944	109,944	109,944
Loans Payable - Current Portion	89,444	89,146	86,516
Bonds Payable - Current Portion	157,179	156,648	152,945
<b>Total Current Liabilities</b>	<b>430,158</b>	<b>575,915</b>	<b>436,302</b>
Loans Payable - Noncurrent Portion	2,017,155	2,024,746	2,091,939
Bonds Payable - Noncurrent Portion	2,207,828	2,222,539	2,351,872
<b>Total Noncurrent Liabilities</b>	<b>4,224,983</b>	<b>4,247,285</b>	<b>4,443,811</b>
<b>Total Liabilities</b>	<b>4,655,141</b>	<b>4,823,200</b>	<b>4,880,113</b>
<b><u>DEFERRED INFLOW OF RESOURCES</u></b>			
Deferred Inflow - Leases	2,914,240	2,914,240	2,914,240
<b>Total Deferred Inflow of Resources</b>	<b>2,914,240</b>	<b>2,914,240</b>	<b>2,914,240</b>
<b>EQUITY</b>	<b>\$ 9,848,673</b>	<b>\$ 10,093,074</b>	<b>\$ 9,407,320</b>

**Significant Events:**

1. Cash Restricted - YTD increase due to receipt of first payment under the Plug Power Host Community Investment Agreement (\$900K).
2. Other Current Assets - Prepaid D&O, Cyber, General Liability and Umbrella insurance.
3. Equity Investment in Genesee Agri-Business, LLC - Ties to corresponding GAB, LLC financial statements.
4. Accounts Payable - Current month includes grant for continuing Economic Development Program Support and MedTech Centre Property Management. September includes OCR CARES Grant Draw received in September but not disbursed to grant awardees until October.
5. Unearned Revenue - Rent and interest received in advance.

(A) Restricted = DL Community Benefit Agreement (CBA) Funds, Plug Power Host Community Investment Funds, Security Deposits, USDA Debt Sinking Fund.

(B) Reserved = OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds, Batavia Micropolitan Area Redevelopment Loan Funds, Grant Funds.

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**Genesee Gateway Local Development Corp.  
October 2023 Dashboard  
Profit & Loss - Accrual Basis**

	Month to Date		YTD		2023	2023
	10/31/23	10/31/22	2023	2022	Board Approved Budget	YTD % of Budget
<b>Operating Revenues:</b>						
Grants (1)	\$ -	\$ 197,477	\$ 1,495,660	\$ 2,326,845	\$ 922,648	162%
Interest Income on Loans	3,657	1,607	29,150	17,207	15,992	182%
Rent	58,879	61,518	625,082	618,675	751,578	83%
Common Area Fees - Parks	-	-	500	500	500	100%
Fees	-	-	4,250	17,320	-	N/A
Other Revenue	62	-	562	1,197	-	N/A
Land Sale Proceeds	-	-	-	304,101	-	N/A
<b>Total Operating Revenues</b>	<b>62,598</b>	<b>260,602</b>	<b>2,155,204</b>	<b>3,285,845</b>	<b>1,690,718</b>	
<b>Operating Expenses:</b>						
Operations & Maintenance	18,249	27,227	156,658	127,874	238,200	66%
Professional Services	11,162	32,652	137,109	140,851	136,146	101%
Econ. Dev. Prog. Support Grant	25,000	25,000	250,000	250,000	300,000	83%
Site Development Expense	-	-	-	4,836	474,156	0%
Cost of Sales	-	-	-	383,004	-	N/A
Grant Expense (2)	235,000	171,924	950,703	1,405,285	869,648	109%
Real Estate Dev. (Capitalized)	-	-	-	-	15,000	0%
Buildings/Furniture/Equip. (Capitalized)	-	-	-	-	120,000	0%
Balance Sheet Absorption	-	-	-	-	(135,000)	0%
Depreciation	16,176	15,753	161,751	163,596	194,235	83%
<b>Total Operating Expenses</b>	<b>305,587</b>	<b>272,556</b>	<b>1,656,221</b>	<b>2,475,446</b>	<b>2,212,385</b>	
<b>Operating Revenue (Expense)</b>	<b>(242,989)</b>	<b>(11,954)</b>	<b>498,983</b>	<b>810,399</b>	<b>(521,667)</b>	
<b>Non-Operating Revenues (Expenses):</b>						
Other Interest Income (3)	11,002	224	69,555	2,070	1,380	5040%
Interest Expense	(12,414)	(13,074)	(127,185)	(134,479)	(152,619)	83%
<b>Total Non-Operating Exp.</b>	<b>(1,412)</b>	<b>(12,850)</b>	<b>(57,630)</b>	<b>(132,409)</b>	<b>(151,239)</b>	
<b>Change in Net Assets</b>	<b>(244,401)</b>	<b>(24,804)</b>	<b>441,353</b>	<b>677,990</b>	<b>\$ (672,906)</b>	
<b>Net Assets - Beginning</b>	<b>10,093,074</b>	<b>9,420,243</b>	<b>9,407,320</b>	<b>8,717,449</b>		
<b>Net Assets - Ending</b>	<b>\$ 9,848,673</b>	<b>\$ 9,395,439</b>	<b>\$ 9,848,673</b>	<b>\$ 9,395,439</b>		

**Significant Events:**

- Grant Revenue - YTD includes first payment received under Plug Power Host Investment Agreement (\$900K), OCR Grant/Genesee CARES (\$520K) and Workforce Dev/Ec Dev Program Support Grants from solar projects (\$75K).
- Grant Expense - Batavia Home Fund (\$100K) and STAMP Sewer Works (\$135K). YTD includes OCR Grant/Genesee CARES funds received and disbursed; Transfers to the STAMP Sewer Works and STAMP Water Works entities to cover start-up costs and legal expenses.
- Other Interest Income - Interest rates have increased substantially; invested funds into CDs for additional interest.

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**Genesee Gateway Local Development Corp.**  
**October 2023 Dashboard**  
**Statement of Cash Flows**

	<u>October 2023</u>	<u>YTD</u>
<b>CASH PROVIDED (USED) BY OPERATING ACTIVITIES:</b>		
Grant Income	\$ -	\$ 1,529,985
Interest Income on Loans	3,113	30,657
Rental Income	62,802	626,961
Common Area Fees - Parks	-	500
Fees	-	4,250
Other Revenue	62	734
Operations & Maintenance	(12,388)	(168,625)
Professional Services	(71,683)	(172,966)
Economic Development Program Support Grant	(75,000)	(225,000)
Grant Expense	(272,634)	(950,703)
Issuance of Loans	-	(200,000)
Repayment of Loans	9,985	391,521
Net Cash Provided (Used) By Operating Activities	<u>(355,743)</u>	<u>867,314</u>
<b>CASH FLOWS USED BY CAPITAL &amp; RELATED FINANCING ACTIVITIES:</b>		
Principal Payments on Bonds & Loans	(21,473)	(211,666)
Interest Paid on Bonds & Loans	(12,414)	(127,185)
Net Cash Used By Capital & Related Financing Activities	<u>(33,887)</u>	<u>(338,851)</u>
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income	11,002	69,555
Net Cash Provided By Investing Activities	<u>11,002</u>	<u>69,555</u>
Net Change in Cash	(378,628)	598,018
Cash - Beginning of Period	3,939,171	2,962,525
Cash - End of Period	<u>\$ 3,560,543</u>	<u>\$ 3,560,543</u>
<b>RECONCILIATION OF OPERATING REVENUE (EXPENSE)</b>		
<b>TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:</b>		
Operating Revenue (Expense)	\$ (242,989)	\$ 498,983
Adjustments:		
Depreciation Expense	16,176	161,751
Decrease in Grants/Accounts Receivable	2,883	37,089
Decrease (Increase) in Other Current Assets	4,788	(8,724)
Decrease in Loans Receivable	9,985	191,521
Decrease in Operating Accounts Payable	(147,082)	(13,701)
Increase in Unearned Revenue	496	395
Total Adjustments	<u>(112,754)</u>	<u>368,331</u>
Net Cash Provided (Used) By Operating Activities	<u>\$ (355,743)</u>	<u>\$ 867,314</u>



**Genesee Gateway Local Development Corp.  
October 2023 Dashboard  
Balance Sheet - Accrual Basis**

DRAFT

	GGLDC		GABLLC		COMBINED	
	10/31/23	10/31/23	Eliminations	10/31/23	Per Audit 12/31/2022	
<b>ASSETS:</b>						
Cash - Unrestricted	\$ 739,001	\$ -	\$ -	\$ 739,001	\$ 628,057	
Cash - Restricted (A)	1,476,075	-	-	1,476,075	681,869	
Cash - Reserved (B)	1,345,467	2,670,191	-	4,015,658	4,231,256	
Cash - Subtotal	3,560,543	2,670,191	-	6,230,734	5,541,182	
Grants Receivable	-	-	-	-	34,325	
Accts Receivable - Current	6,279	-	-	6,279	9,043	
Lease Receivable GASB - Current	509,788	13,445	-	523,233	523,233	
Loans Receivable - Current	605,331	-	-	605,331	426,864	
Other Current Assets	12,812	-	-	12,812	4,088	
<b>Total Current Assets</b>	<b>4,694,753</b>	<b>2,683,636</b>	-	<b>7,378,389</b>	<b>6,538,735</b>	
Land & Improvements	2,182,234	1,339,730	-	3,521,964	3,521,964	
Buildings & Improvements	7,202,120	-	-	7,202,120	7,202,120	
Furniture, Fixtures & Equipment	46,599	-	-	46,599	46,599	
Total Property, Plant & Equip.	9,430,953	1,339,730	-	10,770,683	10,770,683	
Less Accumulated Depreciation	(2,509,914)	-	-	(2,509,914)	(2,348,163)	
<b>Net Property, Plant &amp; Equip.</b>	<b>6,921,039</b>	<b>1,339,730</b>	-	<b>8,260,769</b>	<b>8,422,520</b>	
Lease Receivable GASB - Noncurrent	2,453,344	108,914	-	2,562,258	2,562,258	
Loans Receivable - Noncurrent	786,678	-	-	786,678	1,156,666	
Equity Investment in GAB, LLC	2,562,240	-	(2,562,240)	-	-	
<b>Other Assets</b>	<b>5,802,262</b>	<b>108,914</b>	<b>(2,562,240)</b>	<b>3,348,936</b>	<b>3,718,924</b>	
<b>TOTAL ASSETS</b>	<b>17,418,054</b>	<b>4,132,280</b>	<b>(2,562,240)</b>	<b>18,988,094</b>	<b>18,680,179</b>	
<b>LIABILITIES:</b>						
Accounts Payable	32,262	-	-	32,262	45,963	
Unearned Revenue	41,329	-	-	41,329	40,934	
Customer Deposit (1)	-	20,000	-	20,000	20,000	
Security Deposits	109,944	-	-	109,944	109,944	
Loans Payable - Current Portion	89,444	-	-	89,444	86,516	
Bonds Payable - Noncurrent Portion	157,179	-	-	157,179	152,945	
<b>Total Current Liabilities</b>	<b>430,158</b>	<b>20,000</b>	-	<b>450,158</b>	<b>456,302</b>	
Loans Payable - Noncurrent Portion	2,017,155	-	-	2,017,155	2,091,939	
Bonds Payable - Noncurrent Portion	2,207,828	-	-	2,207,828	2,351,872	
<b>Total Noncurrent Liabilities</b>	<b>4,224,983</b>	-	-	<b>4,224,983</b>	<b>4,443,811</b>	
<b>TOTAL LIABILITIES</b>	<b>4,655,141</b>	<b>20,000</b>	-	<b>4,675,141</b>	<b>4,900,113</b>	
<b>DEFERRED INFLOW OF RESOURCES</b>						
Deferred Inflow - Leases	2,914,240	122,359	-	3,036,599	3,036,599	
<b>Total Deferred Inflow of Resources</b>	<b>2,914,240</b>	<b>122,359</b>	-	<b>3,036,599</b>	<b>3,036,599</b>	
<b>EQUITY</b>	<b>\$ 9,848,673</b>	<b>\$ 3,989,921</b>	<b>\$ (2,562,240)</b>	<b>\$ 11,276,354</b>	<b>\$ 10,743,467</b>	

**Significant Events:**

- Customer Deposit GABLLC YTD - CH4Biogas.

(A) Restricted - DL Community Benefit Agreement (CBA) Funds, Plus Power Best Community Investment Funds, Security Deposits, USDA Debt Sinking Fund.  
(B) Reserved = OCR loan repayments, Strategic Investment Funds, Economic Development Loan Funds, Batavia Metropolitan Area Redevelopment Loan Funds, Grant Funds.

DRAFT

Genesee Gateway Local Development Corp.  
 October 2023 Dashboard  
 Profit & Loss - Accrual Basis

	GGLDC		GABLLC		COMBINED	
	10/31/23		10/31/23	Eliminations	10/31/23	Combined YTD
<u>Operating Revenues:</u>						
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,495,660
Interest Income on Loans	3,657	-	-	-	3,657	29,150
Rent	58,879	1,273	-	-	60,152	637,763
Common Area Fees - Parks	-	-	-	-	-	6,858
Fees	-	-	-	-	-	4,250
Other Revenue	62	-	-	-	62	20,562
	<u>62,598</u>	<u>1,273</u>	<u>-</u>	<u>-</u>	<u>63,871</u>	<u>2,194,243</u>
<u>Operating Expenses:</u>						
Operations & Maintenance	18,249	-	-	-	18,249	161,258
Professional Services	11,162	-	-	-	11,162	137,109
Econ. Dev. Program Support Grant	25,000	-	-	-	25,000	250,000
Grant Expense	235,000	-	-	-	235,000	950,703
Depreciation	16,176	-	-	-	16,176	161,751
	<u>305,587</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>305,587</u>	<u>1,660,821</u>
<b>Operating Revenue (Expense)</b>	<b>(242,989)</b>	<b>1,273</b>	<b>-</b>	<b>-</b>	<b>(241,716)</b>	<b>533,422</b>
<u>Non-Operating Revenues (Expenses):</u>						
Other Interest Income	11,002	9,433	-	-	20,435	126,650
Interest Expense	(12,414)	-	-	-	(12,414)	(127,185)
<b>Total Non-Operating Rev (Exp)</b>	<b>(1,412)</b>	<b>9,433</b>	<b>-</b>	<b>-</b>	<b>8,021</b>	<b>(535)</b>
<b>Change in Net Assets</b>	<b>(244,401)</b>	<b>10,706</b>	<b>-</b>	<b>-</b>	<b>(233,695)</b>	<b>532,887</b>
<b>Net Assets - Beginning</b>	<b>10,093,074</b>	<b>3,979,215</b>	<b>(2,562,240)</b>	<b>11,510,049</b>	<b>10,743,467</b>	
<b>Net Assets - Ending</b>	<b>\$ 9,848,673</b>	<b>\$ 3,989,921</b>	<b>\$ (2,562,240)</b>	<b>\$ 11,276,354</b>	<b>\$ 11,276,354</b>	



**GGLDC**  
**Audit & Finance Committee Report**  
**December 5, 2023**

**Insurance Renewal**

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

Tompkins is still waiting on Umbrella Policy quotes, which may not be available until closer to mid-December. We will go over our options to ensure there is no lapse in coverage.

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



	<u>Annualized</u> <u>2023</u>	<u>Renewal</u> <u>2024</u>
<u>SELECTIVE INSURANCE COMPANY</u>		
Property	\$10,281.90	\$10,519.60
General Liability	\$58,282	\$60,843
Commercial Auto	\$466	\$488
Inland Marine	\$100	\$100
Crime	<u>\$60</u>	<u>\$60</u>
Total Package	\$69,189.90	\$72,010.60
Umbrella - \$5M Primary	\$30,775	TBD
Umbrella - \$5M Excess	\$8,220	TBD
Worker's Compensation	\$3,548	\$3,500
	<u>Effective May 21, 2023 - 2026</u>	
<u>TRAVELERS</u>		
Crime	\$657	\$657
<u>GUARDIAN</u>		
Disability Benefits	TBD	TBD

Selective General Liability Includes Data Compromise Coverage

Named Insureds: Genesee County Industrial Development Agency, Inc.  
 dba Genesee County Economic Development Agency  
 Genesee Gateway Local Development Corporation  
 Genesee Valley Agri-Business, LLC  
 STAMP Water Works, Inc.  
 STAMP Sewer Works, Inc.

# SELECTIVE

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Quotation of Commercial Insurance

**Prepared for:**

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

**TOMPKINS**   
Insurance Agencies

**Presented By:**

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

Proposal Print Date: 11/14/2023

4.2

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# SELECTIVE

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Quotation of Commercial Insurance  
Governmental  
Renewal

**Prepared for:**

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



**Presented By:**

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

Proposal Print Date: 11/14/2023  
Underwritten By:  
Selective Way Insurance Company

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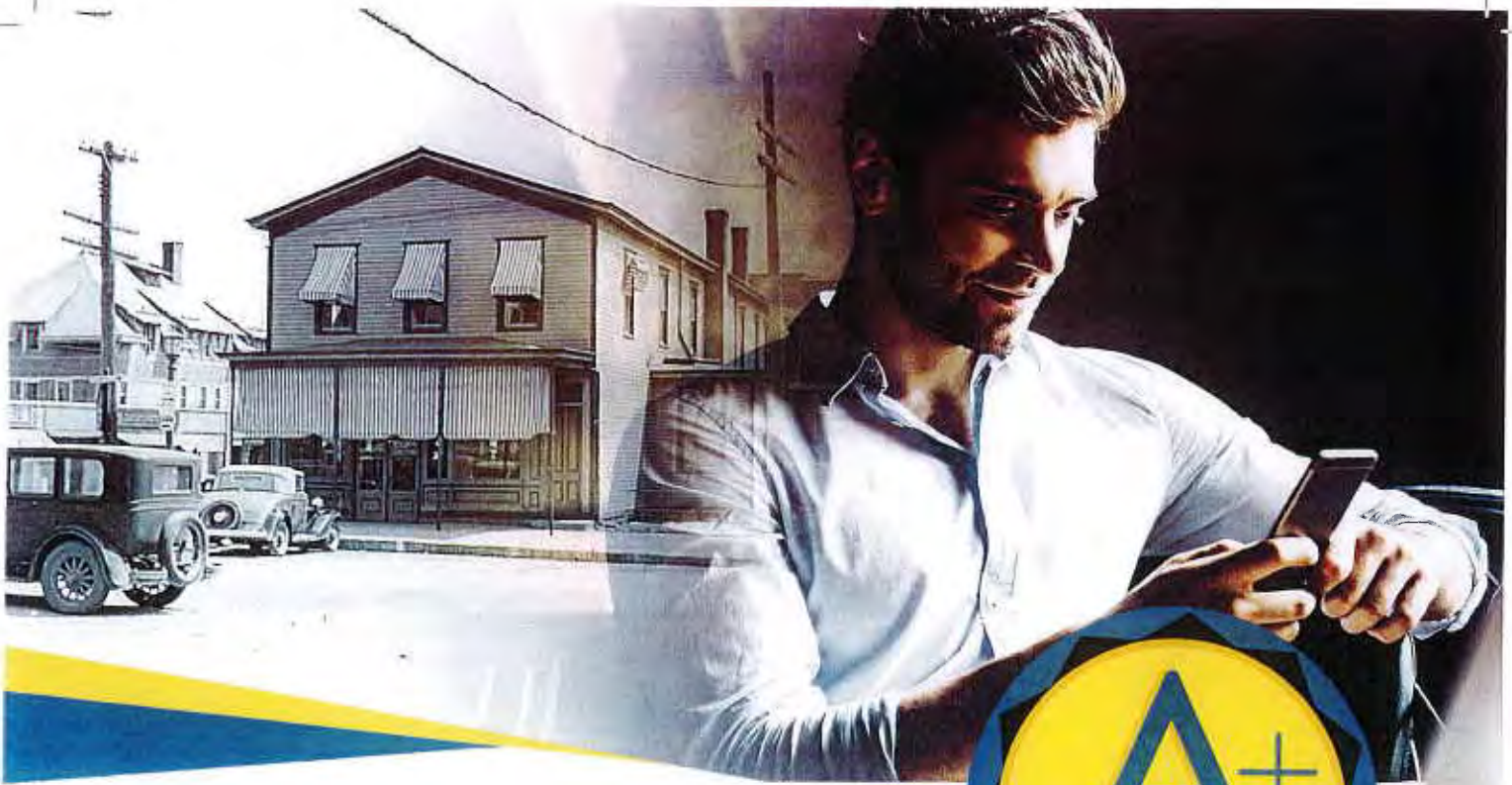
The following quotation of insurance has been developed for the above captioned risk.  
IT IS AGREED AND UNDERSTOOD NO COVERAGE HAS BEEN BOUND.

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

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# PROVIDING UNIQUE INSURANCE SOLUTIONS SINCE 1926



Since its founding, Selective has built a reputation for providing unique insurance solutions backed by outstanding customer service. This reputation has recently been rewarded with an “A+” (Superior) Rating from AM Best, with an “A” or better for more than 9 decades.

Today, **Selective Insurance Group, Inc.** is a holding company for 10 property and casualty insurance companies that partner with independent agents to offer standard and specialty insurance for commercial and personal risks. Selective invites its customers to Be Uniquely Insured in partnership with independent agents, who together deliver a best-in-class customer experience.

Headquartered in Branchville, New Jersey since 1926, Selective employs a diverse workforce of more than 2,300 engaged professionals. As the 39th largest U.S. property & casualty group in 2021 (per AM Best), Selective is a super-regional insurance carrier with Commercial Lines in 27 states, Personal Lines in 15 states, Excess & Surplus Lines in 50 states, while being the 4th largest “Write Your Own” insurance carrier in the National Flood Insurance Program.

Selective’s unique position as both a leading insurance group and an employer of choice is recognized in a wide variety of awards and honors, including a listing in the Fortune 1000 and being named one of the Best Workplaces in Financial Services & Insurance™ in 2021 by Great Place to Work® and Forbes.

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**SELECTIVE**  
BE UNIQUELY INSURED®

# Safety Management Starts Here

Here's what we can do for you:



## Fleet Risk Assessment

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



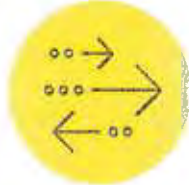
## Online Training from the Experts

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



## Selective® Drive Fleet Management Tool

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



## Digital Services to Support Your Business

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



## Safe Driving Policies

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



Watch how Safety Management makes a difference

[Watch Now](#)





**SELECTIVE**  
BE UNIQUELY INSURED®

# Safety Management Starts Here

Here's what we can do for you:



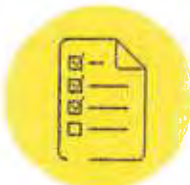
## Contractual Risk Transfer (CRT)

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



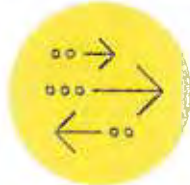
## Slip, Trip, and Fall Assessment

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



## Job Site Risks Assessment

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



## Digital Services to Support Your Business

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



## Contractors Completed Operations Assessment

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



Watch how Safety Management makes a difference

[Watch Now](#)



**SELECTIVE**  
BE UNIQUELY INSURED®

# Safety Management Starts Here

Here's what we can do for you:



## Ignitable Liquids Assessment

Proactively uncover and address vulnerabilities that may lead to spontaneous combustion in and around your property with an interactive online assessment.



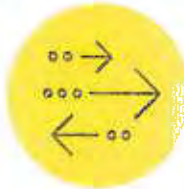
## Free Business Prep Toolkit

Prepare for flooding, wildfires, winter weather, and more with business prep guides developed by the Insurance Institute for Business & Home Safety.



## Water Escape and Intrusion Assessment

Identify potential causes for water escape and intrusion and avoid potentially costly and disruptive interruptions with an interactive online assessment.



## Digital Services to Support Your Business

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



## Business Continuity Assessment

Evaluate the strength of your Business Continuity Plan and be ready for unexpected disruptions with an interactive online assessment.



Watch how Safety Management makes a difference

[Watch Now](#)





# WHAT YOU CAN EXPECT AS A SELECTIVE CUSTOMER

## Prior To Policy Issued

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

## As A Selective Customer

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



## EXCEPTIONAL SERVICE



### Unique Policy Add-Ons

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



### “A+” Superior Rating

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



### Flexible Payment Options

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



### Be In The Know

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

## VALUE BEYOND COVERAGE



### Safety Management

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



### NT24

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



### Praesidium

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



### Security Mentor

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

## INSURANCE AT YOUR CONVENIENCE



### MySelective Online Account

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



### Award-Winning Mobile App

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

LEARN MORE  
ABOUT SELECTIVE!  
[selective.com](https://selective.com)



# SELECTIVE

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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

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

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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Premium Summary**

<u>Coverage</u>	<u>Premium</u>
Property	\$10,519.60
Crime Fidelity	\$60.00
Inland Marine	\$100.00
General Liability	\$60,843.00
Automobile	\$488.00
<b>Total Premium</b>	<b>\$72,010.60</b>

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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Policy Location Schedule**

<u>Loc#</u>	<u>Bldg#</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
001	001	7856 GRISWOLD ROAD	LE ROY	NY	14482
002	001	PEMBROKE PARK	CORFU	NY	14036
003	001	W/S ALLEGANY ROAD	CORFU	NY	14036
004	001	99 MED TECH DR	BATAVIA	NY	14020
Class Code		0702	Property Interest	Not Available	
Year Built		2010	Stories	2	
Total Area		40642	Protection Class	04	
Sprinklered		Y	Alarm	Not Available	
Construction Type		NON-COMBUSTIBLE			
005	001	EAST MAIN ST RD & ELLICOTT ST RD	BATAVIA	NY	14020
006	001	6608 CROSBY RD	BASOM	NY	14013
007	001	6680 CROSBY RD	BASOM	NY	14013
008	001	6590 CROSBY RD	BASOM	NY	14013
009	001	6561 CROSBY RD	ALABAMA TFPD	NY	14003
010	001	6620 CROSBY RD	BASOM	NY	14013
011	001	6576 CROSBY RD	BASOM	NY	14013
012	001	LAKE ROAD	LEROY	NY	14482
013	001	APPLE TREE ACRES	BERGEN	NY	14416
014	001	CROSBY ROAD WEST SIDE	BASOM	NY	14013
015	001	CROSBY ROAD EAST SIDE	BASOM	NY	14013
016	001	gateway li	BATAVIA	NY	14020
017	001	805 LEWISTON RD	BASOM	NY	14013

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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Property**

**Policy Level**

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

**Optional Coverages/Extensions**

SelectPac Property Extension Endorsement  
**Systems Power Pac Clas Rated Deductibles**  
Combined All Coverages Ded: Follows Property Deductible

**Limit**

**Premium**

\$458.00

**Location Level**

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

<u>Coverage</u>	<u>Limit</u>	<u>Premium</u>
Building	8,718,403	\$7,062.00
Replacement Cost		
Agreed Value		
Business Pers Prop - Business Personal Property	108,361	\$296.00
Replacement Cost		
Business Income with Extra Expense	640,000	\$788.00
Coinsurance 80 %		
Business Income including Rental Value		
waiting period- 72 hours		
Systems Power Pac		\$1,681.00
<b>Location 004/001 - Total Premium</b>		<b>\$9827</b>

**Other**

NY Fire Tax \$18.60  
Terrorism Premium (Certified Acts) \$216.00

**Total Property Premium \$10,519.60**

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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Crime Fidelity**

**Policy Level**

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

**Location Level**

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

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

**Total Crime Fidelity Premium \$60.00**

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4.2

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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Inland Marine**

Policy Level Coverages

	<u>Limit</u>	<u>Premium</u>
Virus or Harmful Code	50,000	\$.00

Location Level

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

	<u>Limit</u>	<u>Premium</u>
Electronic Information Systems - Scheduled Equipment - Formula	25,000	\$85.00

Other

<b>Total Inland Marine Premium</b>	<b>\$100.00</b>
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**General Liability**

Policy Level

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

Additional Coverages

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

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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

Data Compromise		\$333.00
• Aggregate Limit	50,000	
ElitePac General Liability Extension Endorsement		\$1,500.00

**Location Level**

Location 001/001 - 7856 GRISWOLD ROAD, LE ROY, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 26.752)	28	\$749.00

**Location Level**

Location 002/001 - PEMBROKE PARK, CORFU, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 26.752)	36	\$963.00

**Location Level**

Location 003/001 - W/S ALLEGANY ROAD, CORFU, NY  
Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 26.752)	3	\$80.00

**Location Level**

Location 004/001 - 99 MED TECH DR, BATAVIA, NY  
Class 61212 - BUILDINGS PREM MERC MANF OTHER THA

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 350.777)	38,900	\$13,645.00

**Location Level**

Location 004/001 - 99 MED TECH DR, BATAVIA, NY  
Class 61227 - BUILDINGS PREMISES NOT FOR PROFIT

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 1170.666)	3,100	\$3,629.00

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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 6.116)	IF ANY	--
Products/Completed Operations (Final Rate 2.862)	IF ANY	--

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 26.752)	58	\$1,552.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

**Location Level**

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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

**Location Level**

Location 012/001 - LAKE ROAD, LEROY, NY  
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.846)	77	\$296.00

**Location Level**

Location 013/001 - APPLE TREE ACRES, BERGEN, NY  
Class 49452 - VACANT LAND NOT FOR PROFIT ONLY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.846)	79	\$304.00

**Location Level**

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

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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 37.721)	665	\$25,084.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 37.454)	317	\$11,873.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 26.752)	21	\$562.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 29.427)	1	\$29.00

<b>Total General Liability Premium</b>		<b>\$60,843.00</b>
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Quotation of Commercial Insurance

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

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Automobile**

**Policy Level**

<u>Coverage</u>	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Liability Limit Type CSL			
- Liability	8,9	1,000,000	
Non-Owned Employee Count		0 - 9	\$432.00
ElitePac Commercial Auto Extension Endorsement			\$25.00

**State Level Coverages (NY)**

<u>Coverage</u>	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Excess Hired		IF ANY	\$31.00

**Total Automobile Premium \$488.00**

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

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

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

### Manage Your Account Your Way with MySelective

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

There are two ways to get started:

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

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

### PaySync® Flexible Payment Program

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

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

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

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



Quotation of Commercial Insurance

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INC STAMP SEWER WORKS INC

Quote # 32305700

Policy Period: 01/01/24 to 01/01/25

**Terrorism (Certified Acts) Information**

Refer to attached IN 0587 1220 Policyholder Disclosure Notice – Offer of Terrorism Insurance Coverage when Terrorism Insurance Coverage Was Previously Rejected

**TERRORISM COVERAGE AS DESCRIBED ABOVE, HAS BEEN REJECTED. AS A RESULT, THIS POLICY WILL EXCLUDE CERTAIN TERRORISM LOSSES. THE PREMIUM FOR THE TERRORISM (FIRE ONLY) COVERAGE IS \$216.00.**

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

**TERRORISM - CERTIFIED ACTS: \$2,492.00**

**TERRORISM – AUTO \$0.00**

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

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

**Offer of Coverage:**

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

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

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

**Disclosure of Premium:**

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

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

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

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

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

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

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

# PRAESIDIUM

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

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

### WHO IS PRAESIDIUM?

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

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

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

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

- **Check Facts:** Aliases, DOBs, and address history all drive research and help to paint a complete picture.
- **Search Wide:** Multi State criminal and national sex offender databases will identify the unexpected.
- **Search Deep:** Targeted county level searches will give real-time information where records are most likely to be found.
- **Ask Questions:** References can provide insights on behavior and clues to non-criminal boundary issues.

## WHO SHOULD YOU SCREEN, AND HOW OFTEN?

- **New Hires/Volunteers:** A thorough, consistently applied background screening process at the time of hire is your first and best opportunity to identify the problem.
- **Seasonal Hires/Volunteers:** Seasonal staff present a unique risk because you don't see them for months at a time, but it's often not practical to complete a full new hire process each season. An annual check-in plan is key.
- **Re-Screening:** Conducting targeted checks on your full-time employees at least every 3 years helps you identify issues before they impact your organization.

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



## BACKGROUND SCREENING FOR SELECTIVE INSURED

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

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

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

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

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

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

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

**PRAESIDIUM**

**PREVENTING ABUSE TOGETHER**

**PRAESIDIUM'S MISSION:**

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

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

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

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

**PRAESIDIUM'S SCIENTIFIC METHODOLOGY**

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

**WHO IS PRAESIDIUM?**

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

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

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

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

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## FEATURED SERVICES

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### Products and services offered to Selective Insureds:

- **MODEL POLICIES**

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

- **SCREENING AND SELECTION TOOLKIT**

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

- **PRAESIDIUM ACADEMY LEARN TO PROTECT SYSTEM**

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

- **DISCOUNTED BACKGROUND SCREENING**

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

Sign up for our  
complimentary tip of the month emails by going to:  
<http://bit.ly/2MQeLqg>

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



**PRAESIDIUM**

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**PROTECTING VULNERABLE POPULATIONS WITH TRAINING**

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

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

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

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

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

**COMPLIMENTARY  
PRAESIDIUM ACADEMY  
ACCESS FOR  
SELECTIVE INSURED**

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

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

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

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

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## SelectPac Property Extension

The following forms are included:

- > CP 7628 SelectPac Property Extension Endorsement
- > CP 7629 SelectPac Schedule (lists the coverages & limits in the above endorsement)

Coverage	Limit
Additional Property Covered:	
The cost of excavations, grading, backfilling or filling	Included in Bldg Limit
Foundations of buildings, structures, machinery or boilers	Included in Bldg Limit
Personal property while airborne or waterborne	Included in BPP Limit
Underground pipes, flues or drains	Included in Bldg Limit
Arson, Theft and Vandalism Rewards (not applicable in New York)	\$5,000
Back Up Of Sewer, Drain Or Sump - Direct Damage	\$50,000
Brands and Labels	Included in BPP Limit
Business Income/Extra Expense Related Additional Coverages (applicable if BI written):	
Back Up Of Sewer, Drain Or Sump - Business Income	\$50,000
Dependent Properties	\$50,000
Extended Period of Indemnity	180 Days
Extra Expense (applies if no Business Income - ALS coverage)	\$25,000
Newly Acquired Locations - Business Income	\$50,000
Utility Services - Time Element	\$25,000
Business Personal Property Seasonal Increase	10%
Change of Temperature and Humidity	Included
Claim Expenses	\$10,000
Consequential Loss to Stock	Included in Valuation
Deductible (waiver of multiple property deductibles)	Included
Deferred Payments	\$5,000
Fire Department Service Charge	\$5,000
Fire Extinguishing Equipment	\$10,000
Inland Marine Related Coverages:	
Accounts Receivable	\$25,000
Electronic Information Systems (aka Computer Equipment and Electronic Data)	\$25,000

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## SelectPac Property Extension

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

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## SelectPac Property Extension

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

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# COVERAGE SUMMARY

**SELECTIVE**  
BE UNIQUELY INSURED®

## Crime SelectPac Endorsement

Coverage	Limit
Crime SelectPac Endorsement CR 7914 [1]	
Employee Theft	\$25,000
ERISA Plan Official Dishonesty	\$25,000
Forgery Of Negotiable Instruments	\$25,000
Inside The Premises – Theft Of Money And Securities	\$25,000
Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$25,000
Outside The Premises	\$25,000
Computer And Funds Transfer Fraud	\$10,000

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

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## ElitePac® General Liability Extension Endorsement

The following forms/coverages are included:

- CG 73 00 (or CG 73 00NY, CG 73 00FL) ElitePac® General Liability Extension Endorsement
- CG 79 35 (or CG 79 35NY, CG 79 35FL) Product Recall Expense Coverage Endorsement - \$25,000 Limit
- \$15,000 Increased Limit for Medical Payments (N/A for the following Market Segments: Auto Services, Emergency Services, Governmental, Hotels, Resorts and Restaurants)

Coverage	Limit
Additional Insured – Primary and Non-Contributory Provision	Included
Blanket Additional Insureds – As Required By Contract	Included
Broad Form Vendors Coverage	Included
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	\$500,000 (Limit to be shown on Dec Page)
Electronic Data Liability	\$100,000
Employee Definition Amended	Included
Employees As Insureds Modified	Included
Employer’s Liability Exclusion Amended (N/A in NY)	Included
Incidental Malpractice Exclusion Modified (N/A for Social Service and Senior Living Market Segments)	Included
Knowledge of Occurrence, Claim, Suit or Loss	Included
Liberalization Clause	Included
Medical Payments Amendments	Included
Any Insured Amendment	Included
Products Amendment	Included
Mental Anguish Amendment (N/A in NY)	Included
Newly Formed or Acquired Organizations	Included
Non-Accumulation of Limits (N/A in NY or WI)	Included
Non-Owned Aircraft	Included
Non-Owned Watercraft (under 60 feet)	Included
Not-For-Profit Organization Members as Additional Insureds	Included
Personal and Advertising Injury – Discrimination Amendment (N/A in NY)	Included



## ElitePac® General Liability Extension Endorsement

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

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# COVERAGE SUMMARY



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

The following forms are included:

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

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

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# COVERAGE SUMMARY



## ElitePac® Commercial Auto Extension Endorsement

Hired Auto Loss of Use Coverage – for expenses named insured is legally responsible to pay for loss of use of covered auto	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (N/A in New York)	Unpaid amount due on lease or loan, with exceptions
Personal Effects Coverage – for covered personal items in a covered auto at time of theft, no deductible applies	\$500 Per "Accident"
Airbag Coverage	Included
Expanded Audio, Visual, and Data Electronic Equipment Coverage - \$50 deductible applies	Included
Comprehensive Deductible – Location Tracking Device – maximum \$50 applies if tracking device aided in recovery of the auto	Included
Physical Damage Limit Of Insurance – removes restriction related to betterment and sublimit of \$1,000 for electronic equipment	Included
Green Automobile Replacement Coverage	Included
<b>Amendments To Section IV – Business Auto Conditions</b>	
Duties In Event of Accident, Claim, Suit or Loss – this condition does not apply unless certain persons have knowledge of the accident, claim, suit or loss	Included
Waiver of Subrogation – blanket waiver when liability has been assumed under an insured contract	Included
Multiple Deductibles – if two or more covered autos involved in loss, only the highest applicable deductible applies	Included
Concealment, Misrepresentation or Fraud – coverage not denied if named insured unintentionally fails to disclose existing hazard	Included
Policy Period, Coverage Territory – covers any type of covered auto hired without a driver for 30 days or less anywhere in the world	Included
Two or More Coverage Forms or Policies Issued By Us – Deductibles - only the highest applicable deductible will apply subject to a minimum deductible of \$50, a minimum \$100 Collision deductible applies to private passenger autos.	Included
<b>Amendments To Section V – Definitions</b>	
Bodily Injury Including Mental Anguish (N/A in New York)	Definition

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# SELECTIVE

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Quotation of Commercial Insurance

**Prepared for:**

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC  
99 MED TECH DR  
BATAVIA, NY 140209712



**Presented By:**

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

Proposal Print Date: 11/27/2023



# SELECTIVE

BE UNIQUELY INSURED<sup>SM</sup>

Quotation of Commercial Insurance  
Lessors Risk  
Renewal

**Prepared for:**  
GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC  
99 MED TECH DR  
BATAVIA, NY 140209712

**TOMPKINS**   
Insurance Agencies

**Presented By:**  
TOMPKINS INSURANCE AGENCIES, INC.  
90 MAIN STREET  
BATAVIA, NEW YORK 14020

Proposal Print Date: 11/27/2023  
Underwritten By:  
Selective Ins Co of America

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

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



# PROVIDING UNIQUE INSURANCE SOLUTIONS SINCE 1926

Since its founding, Selective has built a reputation for providing unique insurance solutions backed by outstanding customer service. This reputation has recently been rewarded with an “A+” (Superior) Rating from AM Best, with an “A” or better for more than 9 decades.

Today, **Selective Insurance Group, Inc.** is a holding company for 10 property and casualty insurance companies that partner with independent agents to offer standard and specialty insurance for commercial and personal risks. Selective invites its customers to *Be Uniquely Insured* in partnership with independent agents, who together deliver a best-in-class customer experience.

Headquartered in Branchville, New Jersey since 1926, Selective employs a diverse workforce of more than 2,300 engaged professionals. As the 39th largest U.S. property & casualty group in 2021 (per AM Best), Selective is a super-regional insurance carrier with Commercial Lines in 27 states, Personal Lines in 15 states, Excess & Surplus Lines in 50 states, while being the 4th largest “Write Your Own” insurance carrier in the National Flood Insurance Program.

Selective’s unique position as both a leading insurance group and an employer of choice is recognized in a wide variety of awards and honors, including a listing in the Fortune 1000 and being named one of the Best Workplaces in Financial Services & Insurance™ in 2021 by Great Place to Work® and Forbes.

**SELECTIVE**  
BE UNIQUELY INSURED®

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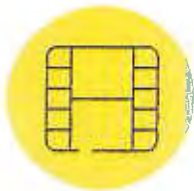
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**SELECTIVE**  
BE UNIQUELY INSURED®

# Safety Management Starts Here

Here's what we can do for you:



## SafetyNow Workplace Safety Training

Teach your employees to implement safety procedures that keep them safe around the clock with expertly-crafted videos, handouts, and checklists.



## Digital Services to Support Your Business

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



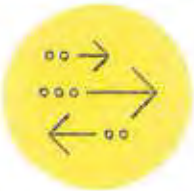
## ClickSafety Online Compliance Training

Get discounts on over 300 OSHA-compliant online safety courses, ranging from 10- to 30-hours.



## TuMeke Ergonomics

TuMeke's comprehensive app helps you automatically diagnose and track actions that may lead to ergonomic issues in real-time.



## Ergonomics Assessment

Evaluate how you can create a more comfortable working environment for your employees with an interactive online assessment.



Watch how Safety Management makes a difference

[Watch Now](#)





# WHAT YOU CAN EXPECT AS A SELECTIVE CUSTOMER

## Prior To Policy Issued

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

## As A Selective Customer

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



## EXCEPTIONAL SERVICE



### Unique Policy Add-Ons

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



### "A+" Superior Rating

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



### Flexible Payment Options

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



### Be In The Know

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

## VALUE BEYOND COVERAGE



### Safety Management

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



### NT24

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



### Praesidium

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



### Security Mentor

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

## INSURANCE AT YOUR CONVENIENCE



### MySelective Online Account

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



### Award-Winning Mobile App

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

LEARN MORE  
ABOUT SELECTIVE!  
[selective.com](https://selective.com)



**SELECTIVE**  
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Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365611

Policy Period: 01/01/24 to 01/01/25

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WC000421E 0121.....	Appendix II

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



Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365611

Policy Period: 01/01/24 to 01/01/25

**Premium Summary**

<u>Coverage</u>	<u>Premium</u>
Worker's Compensation	\$3,500.00
<b>Total Premium</b>	<b>\$3,500.00</b>

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

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Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365611

Policy Period: 01/01/24 to 01/01/25

**Policy Location Schedule**

<u>Loc#</u>	<u>Bldg#</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
001	001	99 MED TECH DR	BATAVIA	NY	14020

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

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Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365611

Policy Period: 01/01/24 to 01/01/25

**Workers Comp**

**Employers Liability**

**Limit**

BI by Accident 100,000 each accident  
BI by Disease 100,000 each employee  
BI by Disease 500,000 policy limit  
Number of Employees: 10

**NY - NEW YORK**

Experience Mod

.97

**Location - 001/001**

	<b><u>Premium Basis</u></b>	<b><u>Premium</u></b>
Class Code - 8809 (Manual Rate = 0.22) EXECUTIVE OFFICERS NOC (00)	295,000	
Class Code - 8810 (Manual Rate = 0.15) CLERICAL OFFICE EMPLOYEES NOC (01)	53,000	
Class Code - 9026 (Manual Rate = 5.05) BUILDING OPERATION - COMMERCIAL (00)	30,000	
Class Code - 8742 (Manual Rate = 0.32) SALESPERSONS, COLLECTORS OR MESSENGERS - OUTSIDE (01)	150,000	
Total Estimated Standard Premium		\$2,774.00
Expense Constant		\$200.00
NY Assessment		\$283.00
Terrorism		\$222.00
Catastrophe		\$21.00
<b><u>Credit/ Debit Factors Applied (incl in total Est. Std. Prem)</u></b>		
Schedule Rating Modification		\$132.00
NY Workers Compensation Estimated Annual Premium		\$3,500.00
<b>Total Workers Compensation Estimated Annual Premium</b>		<b>\$3,500.00</b>

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

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

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

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

### Manage Your Account Your Way with MySelective

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

There are two ways to get started:

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

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

### PaySync® Flexible Payment Program

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

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

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

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





Quotation of Commercial Insurance

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY INC

Quote # WC 799365611

Policy Period: 01/01/24 to 01/01/25

### **Terrorism (Certified Acts) Information**

Refer to attached

**YOUR POLICY INCLUDES TERRORISM COVERAGE FOR AN ADDITIONAL PREMIUM OF:  
TERRORISM - CERTIFIED ACTS: \$222.00**

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

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**WC 00 04 22C**  
**TERRORISM RISK INSURANCE PROGRAM**  
**REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M., standard time, forms a part of  
(DATE)

Policy No. \_\_\_\_\_ Endorsement No. \_\_\_\_\_ Premium (if any) \$ \_\_\_\_\_

of the

(NAME OF INSURANCE COMPANY)

issued to

\_\_\_\_\_  
Authorized Representative

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

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**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding **Item 1** above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in **Item 4** of the Information Page or in the Schedule below.

**Schedule**

State

Rate

Premium

# WC 00 04 21E CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M., standard time, forms a part of  
(DATE)

Policy No. \_\_\_\_\_ Endorsement No. \_\_\_\_\_ Premium (if any) \$ \_\_\_\_\_

of the

(NAME OF INSURANCE COMPANY)

issued to

\_\_\_\_\_  
Authorized Representative

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (Other Than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in **Item 4** of the Information Page or in the Schedule below.

### Schedule

State	Rate	Premium
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4.2

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**GGLDC**  
**Audit & Finance Committee Report**  
**December 5, 2023**

**H. Sicherman & Company, Inc. Contract Extension**

The GGLDC issued a Request for Proposals on 10/19/21 for technical consulting services in the areas of community and economic development. One proposal was received from H. Sicherman & Company, Inc. The board approved a contract with H. Sicherman & Company, Inc. for 2022 services. In December 2022, the board approved an extension to that contract for 2023 grant consulting services.

We are requesting approval of another one-year extension to this contract with H. Sicherman & Company, Inc. for 2024 grant consulting services. The Office of Community Renewal (OCR) requires bidding for these services every three years.

The team at H. Sicherman & Company, Inc. provides technical services in the areas of economic development, community development, management and administrative services related to the Community Development Block Grant (CDBG) Program.

Total contract charges for 2024 under the proposed agreement shall not exceed \$25,000.

Total contract charges for 2024 that are not reimbursable to the GGLDC from third-party sources shall not exceed \$15,000.





November 29, 2023

Donald Cunningham, Chairman  
Genesee Gateway Local Development Corporation  
99 MedTech Drive, Suite 106  
Batavia, New York 14020

Dear Mr. Cunningham:

By this letter, H. Sicherman & Company, Inc. dba The Harrison Studio is expressing its agreement to extending the termination date of the contract dated January 1, 2022 between the Genesee Gateway Local Development Corporation and H. Sicherman & Company, Inc. for the provision of technical services to December 31, 2024 subject to the following conditions:

1. Contract charges incurred in 2024 shall not exceed the sum of twenty-five thousand dollars (\$25,000.00) without the written authorization of the GGLDC.
2. Contract charges incurred in 2024 that are not reimbursable to the GGLDC from third-party sources shall not exceed the sum of fifteen thousand dollars (\$15,000.00) without the written authorization of the GGLDC.
3. All other terms and conditions of the January 1, 2022 contract shall remain in full force and effect

Please have both copies of this letter agreement executed below and return one fully executed copy to me for our files.

Sincerely,

A handwritten signature in cursive script that reads "R. Charles Bell".

R. Charles Bell  
President

Agreed and accepted:

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Donald Cunningham, Chairman

\_\_\_\_\_ Dated

### **Review of Access and Use Agreement for Ag Park Property**

**Discussion:** The GGLDC has received an Access and Use Agreement from HP Hood for parcel 13.-1-170.11 (comprising approximately 3.6 acres) for \$6,000 per month for a period of twelve months. HP Hood is working on an expansion project this year and wishes to utilize this acreage as a staging and storage area for trailers, equipment and supplies.

**Fund Commitment:** None.

**Committee Action Request:** Recommend approval of Access and Use Agreement.

## ACCESS AND USE AGREEMENT

**THIS ACCESS AND USE AGREEMENT** (this "Agreement") is made and entered into by and between **HP Hood, LLC** with an address of 6 Kimball Lane, Lynnfield, Massachusetts ("Grantee"), and **GENESEE AGRIBUSINESS, LLC**, with an address of 99 MedTech Drive, Suite 106, Batavia, New York 14020 ("Grantor").

WHEREAS, Grantee desires to enter onto and make use of a certain portion of the parcel located at 0 North Ag Park Drive, Batavia, New York, (which is more particularly described in **Exhibit A** attached hereto), for temporary storage and parking purposes as set forth herein, and Grantor has agreed to grant Grantee the right to enter thereon for the purposes stated herein. Hereafter, the entire lot referred to on Exhibit A as "parcel G-1" shall be referred to as the "Parcel" and the portion Grantee is authorized to access and use pursuant to this Agreement, as cross-hatched on Exhibit A, shall be referred to as the "Property",

NOW, THEREFORE, in consideration of the sum of \$6,000.00 per month paid by the Grantee to the Grantor, the parties hereto agree as follows:

1. Grant of Access/Use. Grantor hereby grants to Grantee and its employees, agents, consultants and contractors (collectively, "Grantee's Representatives") a non-exclusive, revocable license to enter upon the Property for the sole purpose of using it as temporary storage area for its construction equipment, contractor parking, construction worker parking, materials and pipes ("Storage Project"). This Agreement is a license and not a lease or other conveyance of an interest in real property. Grantor and Grantee agree this Agreement does not create a Landlord-Tenant relationship.
2. Term. This Agreement shall commence on the date of the last signature below (the "Execution Date") and shall terminate upon the earlier of (a) that date that is twelve (12) months after the Execution Date; or (b) upon written notice for Grantee to Grantor that Grantee has removed the contents of its Storage Project and in fact all such contents have been removed and the Property has been returned as near as reasonably practicable to the condition it was in immediately prior to the commencement of the Term of this Agreement, including ensuring that the property is free of trash and debris.
3. Payments. Grantee agrees to pay the sum of \$6,000.00 via wire to Grantor on the first day of each month for each month of the Term.
4. Option to Extend. Upon sixty (60) days prior written notice to Grantor, Grantee shall have the Option to Extend this Agreement for an additional six (6) months on the same terms and conditions set forth herein.
5. Holdover. In the event Grantee holds over past the expiration of the Term of this Agreement without having exercised the Option to Extend set forth above, the consideration therefor shall be \$7,500.00 per month.

6. Construction project. The Grantor understands that the Storage Project is necessary because Grantee is performing work to expand its current manufacturing facility located within the Genesee Valley Agri-Business Park.
7. Interference. Grantee and Grantee's Representatives shall utilize commercially reasonable efforts to minimize disruption to Grantor's use of the Parcel, and to prevent damage to the building, structures and other improvements on the Parcel or any personal property of Grantor and others located at, on or near the Parcel, if any. In order to facilitate this obligation of Grantee, Grantor shall ensure no structures, improvements or personal property is located on or in close proximity to the Property.
8. Maintenance. Grantee shall maintain the Property, including but not limited to snow removal and snow plowing at its sole cost and expense.
9. Compliance with Laws. In using the Property for temporary storage and parking, Grantee and Grantee's Representatives shall obtain all permits required under, and shall otherwise comply at all times with all laws, rules, regulation, orders, directives and requirements of any kind imposed by any federal, state or local government or any agency or instrumentality of any such government which are applicable to the Grantee's use of the Property, including without limitation any state or federal environmental laws and Grantee shall cause its employees, representatives, agents, contractors and subcontractors to so comply.
10. Events of Default and Remedies. If Grantee shall have failed to pay the monthly license fee within ten (10) days after the same shall be due and payable, or if Grantee shall have failed to comply with any other provisions of this Agreement and shall not cure such failure within fifteen (15) days after Grantor has informed Grantee of such noncompliance, Grantor may terminate this Agreement.
11. Indemnification. Grantee hereby assumes any and all risks associated with the use of the Property by Grantee, its employees, agents or representatives. Grantee hereby agrees to indemnify, defend and hold Grantor, its employees, agents and representatives harmless from and against any and all claims, demands, damages, expenses, losses, fees, costs, liabilities, obligations, penalties and/or suits or other actions (including reasonable attorneys and expert fees) arising in any way from the use of the Property by Grantee, or from any acts or omissions of Grantee, its agents, employees or representatives on the Property, except to the extent caused by the negligence or willful misconduct of Grantor. Grantee shall promptly repair any damage to the Property caused by any Grantee Representatives and return the Property to as near as reasonably practicable to the condition it was in prior to the date of this Agreement including insuring that the property is free of trash and debris. All provisions contained herein relating to Grantee's obligations or insuring and indemnifying Grantor and restoring the Property shall survive any termination of this Agreement.
12. Temporary fencing. If the Grantee installs fencing, or other security improvements, to the property they must remove all of those improvements at the expiration or earlier



termination of the Term. Any other disturbance caused to the property by the Grantee must be restored back to as near as reasonably practicable to the condition it was in prior to the date of this Agreement.

13. Insurance. Grantee shall, as a condition to the grant of the rights provided herein, comply with the insurance requirements set forth at Exhibit B attached hereto.
14. Grantor Rules. Grantor shall have the right to establish and enforce reasonable rules and regulations concerning this Agreement and Grantee's use of the Property and compliance with said rules and regulations by Grantee; provided Grantee is given adequate advance notice of such rules and regulations.
15. Assignment/Subletting. This Agreement is personal to Grantee and Grantee agrees not to sublease or assign it without the prior written consent of Grantor. Any purported assignment or sublease by Grantee shall be void *ab initio* and a basis for immediate termination of this Agreement.
16. Binding Provisions. This Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.
17. Governing Law. This Agreement shall be governed by the laws of the State of New York as to, including, without limitation, matters of validity, construction, effect and performance, but exclusive of its conflicts of laws provisions.
18. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be sent to each party's address as set forth at the beginning of this Agreement, subject to change by notice under this section.
19. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute one and the same instrument. Electronic or PDF signatures shall be given the same force and effect as original signatures.
20. Early Termination. The Grantee acknowledges that the Grantor is actively marketing the property listed in Exhibit A as being available for purchase and development. If at any time during the term of this Agreement, Grantor has a binding offer from a bona fide purchaser, the Grantor has the right to terminate this contract at any time with thirty (30) days written notice to the Grantee; provided that Grantee shall be refunded any amounts previously paid for any period after termination.
21. Entire Agreement. This Agreement constitutes the parties' entire agreement on this subject. No change, waiver or discharge is valid unless in writing and signed by both parties.

*[No further text on this page; Signature page follows]*

**IN WITNESS WHEREOF**, the parties have caused this Access Agreement to be executed as of the date written under their respective signatures.

**GRANTEE:**

**HP HOOD LLC**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**GRANTOR:**

**GENESEE AGRIBUSINESS, LLC**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

EXHIBIT A

See cross-hatched area of parcel G-1 below

**Property Address:** Part of 0 North Ag Park Drive, Batavia, New York  
**Tax Account No.:** Part of 13.-1-170.11



## EXHIBIT B

### INSURANCE REQUIREMENTS

Grantee shall maintain insurance protecting Grantee from any and all claims under applicable Workers' Compensation statutes, and shall also provide Employer's Liability coverage with a limit of liability not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

Grantee shall maintain Commercial General Liability Insurance covering all claims of damages for all injuries, including death, and all claims on account of property damage, including Products/Completed Operations and Contractual Liability, of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** combined single limit for bodily injury ("BI") and property damage ("PD"). Such commercial general liability insurance may be carried through a combination of primary and excess liability coverage, shall be endorsed specifically to cover the contractual liability assumed in Section 8 of this Agreement, and shall provide that Grantor is covered as an additional insured.

Grantee shall maintain Comprehensive Automobile Liability Insurance with respect to any and all owned, hired and non-owned vehicles to be used by Grantee or any agent, employee, representative or subcontractor of Grantee in connection with the use of property or any other real property owned by Grantor with a limit of liability not less than **TWO MILLION DOLLARS (\$2,000,000.00)** combined single limit BI and PD.

Upon execution of this Agreement by Grantee and prior to any access to the Property, Grantee shall provide Grantor with certificates from its insurers evidencing that the insurance required to be maintained under this **EXHIBIT B** is in place.

If Grantee contracts with any third party to perform any portion of the Activities on the Property or any other real property owned by Grantor authorized to be performed under this Agreement, Grantee shall be responsible for the acts of such third party and Grantee shall bear all responsibility for assuring the adequacy of any insurance carried by any such third party. The amount of such insurance carried by any third party shall not limit Grantee's liability hereunder.

The liability of Grantee shall not be limited to the insurance required as part of this Agreement.



### **Approval of increase of budget for HVAC system repairs**

**Discussion:** The GGLDC has an agreement with Turnbull Heating and Air Conditioning to perform bi-annual maintenance on the HVAC system (check the A/C in the spring and the heat in the fall). The Board had previously approved a total expenditures for repairs and maintenance of \$15,000. Based on recent repair work we will exceed that number. We would seek to increase the budget amount to \$30,000.

**Fund Commitment:** \$15,000.

**Board Action Request:** Approval of increase in the budget amount of the repairs and maintenance to the HVAC system to \$30,000.



### **Access Agreement for shared roadway at MedTech Centre**

**Discussion:** As part of their construction of their housing project, the owner will need access to the parcels they are purchasing from MedTech Drive. MedTech Drive cannot be dedicated over to the County as it does not qualify under the legal description for a roadway. This agreement allows the housing project owner, their agents and tenants access to their property and will share any costs associated with the maintenance and upkeep. This agreement was a requirement from the Town of Batavia as part of the site plan review.

**Fund Commitment:** None.

**Committee Action Request:** Recommend approval of access agreement.



4. Grantor covenants and agrees that it shall at all times use due care and take all reasonable steps to prevent interference with Grantee's use and enjoyment of said Access Easement Area. It is further agreed between the parties that at no time shall either party make any use of the Access Easement Area for parking or in a manner so as to obstruct or impede the other's use of the Access Easement Area to ensure that the same, except in cases of emergency, remains clear and unobstructed at all times, nor shall either party inflict or cause damage to the Access Easement Area beyond reasonable wear and tear.

5. All expenses related to maintaining the Access Easement Area and all improvements thereon in good order, condition and repair, free and clear of any and all snow, ice, obstructions, trash and debris shall be shared among the parties. Grantor or agents of Grantor shall have the right, but not the obligation, to enter upon the Access Easement Area to conduct property maintenance including but not limited to landscaping, removal of any snow, ice, obstructions, trash and/or debris upon the failure or refusal of the Grantee to do so after five (5) days written notice thereof (except no written notice shall be required under any circumstance which the Grantor reasonably deems to be an emergency).

6. All expenses related to the use, maintenance, repair and/or replacement of Access Easement Area (including but not limited to repaving) shall be shared between the parties on a pro rata basis based upon the property square footage of the respective Lots, which pro rata shares shall be adjusted accordingly if Grantor or Grantee ever expands its respective Lot. Payments for such expenses shall be made to Grantor within thirty (30) days after Grantee's receipt of an invoice therefor.

7. The Grantee hereby indemnifies and holds harmless the Grantor, its successors and assigns, from loss or damage resulting from its exercise of the Grantee's rights under this Agreement, except such damages as are due to the negligence or intentional misconduct of the Grantee, its agents, tenants, servants, employees, grantees, successors, and assigns. Conversely, the Grantor hereby indemnifies and holds harmless the Grantee, its agents, servants, employees, grantees, successors, and assigns, from loss or damage resulting due to negligence or intentional misconduct of the Grantor, its agents, servants, employees, grantees, successors and assigns.

8. Subject to the Grantor's obligations hereunder, the Grantor reserves the full use and enjoyment of Grantor's Premises except for the purposes herein granted to the Grantee.

9. Each party shall maintain or cause to be maintained in full force and effect such liability and property and casualty insurance, with such limits of coverage and types of coverage, as they shall reasonably determine to be appropriate, with a financially responsible insurance company or companies licensed in the state where the Premises is located, covering their respective ownership and/or use of the Access Easement Area.

10. Grantor shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to Grantor's Premises, provided that if the taxes or assessments or any part thereof may be paid in installments, Grantor may pay each such installment as and when the same becomes due and payable.

11. The easement contained in this Agreement shall be perpetual in nature, shall in all respects run with the land, shall inure to the benefit of the parties hereto, their distributees, successors, assigns and grantees and is created for the benefit of Grantee's Premises described herein. The merger or divergence of title to Grantor's Premises and/or Grantee's Premises shall have no effect upon the rights granted herein. The easement created hereby, shall be unaffected by, and shall survive, the foreclosure of any mortgage or other lien or encumbrance placed or suffered on any or all of Grantor's Premises and/or Grantee's Premises.

12. Either party may enforce the provisions of this Agreement in an action at law or in equity. If either party fails to perform any covenant or condition herein contained and if such default shall not have been cured within fifteen (15) days after receipt of a written notice of default, the other



party may cause such default to be cured and shall have the right to be promptly reimbursed from the defaulting party for any costs reasonably incurred to cure such default. Notwithstanding the foregoing, in the event of any violation or threatened violation by Grantor of any of the provisions of this Agreement, in addition to the right to collect damages and exercise the right to self-help, Grantee shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. If any reimbursement due hereunder is not made within fifteen (15) days of demand therefor, interest shall accrue on all sums due at the highest lawful rate until paid. In the event either party must engage the services of an attorney or other professional in order to collect any sums due, the defaulting Owner party shall be liable for reimbursement of all reasonable attorneys' fees, court costs and other professional fees incurred, whether or not legal proceedings are commenced. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY EITHER PARTY HEREUNDER, OR FOR ANY OTHER REASON, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

13. This Agreement shall be governed by, construed in accordance with and enforced pursuant to the laws of the State of New York without regard or reference to its conflict of laws principles. Grantor and Grantee hereby irrevocably submit to the non-exclusive jurisdiction of any New York state or federal court sitting in Genesee County, New York, over any action or proceeding arising out of or relating to this Agreement.

14. No waiver of any provision of this Agreement, or consent to departure there from, is effective unless in writing signed by the parties hereto. No such consent or waiver extends beyond the particular case and purpose involved. No amendment to this Agreement is effective unless in writing and signed by Grantor and Grantee.

15. All notices, request, demands or other communication provided for hereunder shall be in writing and, if to Grantor, hand-delivered to it or sent to Grantor via an electronic mail addresses Grantor shall designate in writing AND nationally recognized, overnight carrier, addressed to it at the address specified on the beginning of this Agreement, or if to Grantee, hand-delivered to it or sent to Grantee via an electronic mail address Grantee shall designate in writing AND nationally recognized, overnight carrier, addressed to the address of Grantee specified at the beginning of this Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when hand delivered or twenty-four (24) hours after being deposited with a nationally recognized overnight carrier, addressed as a foresaid. Any party hereto shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address within the United States of America; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be received, and further provided such new address may not be a post office box.

16. If any provision of this Agreement, or any action taken hereunder, or any application thereof, is for any reason held to illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, which shall be construed and enforced without reference to such illegal and invalid portion and shall be deemed to be effective or taken in the manner and to the full extent permitted by law. The provisions of this Agreement may not be abrogated, modified, rescinded, or amended, in whole or in part, except by declaration in writing duly executed and acknowledged by the parties hereto. This Agreement integrates all the terms and conditions mentioned herein or incidental hereto and supersede all oral representations and negotiations and supersede, amend and restate prior writing with respect to the subject matter hereof. In this Agreement unless the context otherwise requires, words in the

singular number include the plural, and in the plural number include the singular. This Agreement may be executed in counterparts.

17. It is expressly agreed that no breach of this Agreement shall (i) entitle any party to cancel, rescind or, otherwise terminate this Agreement, or (ii) defeat or render invalid the lien of any mortgage made in good faith and for value as to any part of Grantor's or Grantee's Premises. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

18. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity or shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

19. Grantor's Premises are encumbered by that/those certain Mortgages described on the attached Schedule D attached hereto (hereinafter the "Mortgages"). The Mortgagees hereby consent to this Agreement and execute the Consent attached hereto.

*[No further text on this page.]*

*[Signatures and acknowledgments contained on the following page(s) hereof.]*



IN WITNESS WHEREOF, the parties hereto have caused this access easement agreement to be executed by their duly authorized agents as of the date and year first above written.

GENESEE GATEWAY LOCAL DEVELOPMENT  
CORP., a New York 501(c)(3) not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MEDTECH LANDING, LLC, a New York limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK)

COUNTY OF GENESEE) ss:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or prove 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 individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_) ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

Record and return to:  
Harris Beach PLLC  
Attn: Michael Condon, Esq.  
99 Garnsey Road  
Pittsford, NY 14534

SCHEDULE A

Legal Description of Grantor's Premises

Record and return to:  
Harris Beach PLLC  
Attn: Michael Condon, Esq.  
99 Garnsey Road  
Pittsford, NY 14534

SCHEDULE B

Legal Description of Grantee's Premises<sup>1</sup>:

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<sup>1</sup> To be updated once final



Record and return to:  
Harris Beach PLLC  
Attn: Michael Condon, Esq.  
99 Garnsey Road  
Pittsford, NY 14534

SCHEDULE C

Legal Description of Access Easement Area<sup>2</sup>

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<sup>2</sup> Surveyor to provide legal description for access easement area.

## SCHEDULE D

### Mortgages

1. Mortgage in the amount of \$3,900,000.00 and interest made by Genesee Gateway Local Development Corporation to Five Star Bank dated September 1, 2010, and recorded September 7, 2010, in Genesee County Clerk's Office in Liber 1602 of Mortgages at page 216.
2. Mortgage in the amount of \$3,000,000.00 and interest made by Genesee Gateway Local Development Corp. to United States of America dated September 3, 2010, and recorded September 7, 2010, in Genesee County Clerk's Office in Liber 1602 of Mortgages at page 242.

**Consent to Access and Maintenance Easement Agreement**

**By Mortgagee**

The Mortgagee of the Mortgage described in Schedule D attached hereto hereby consents to this Agreement and hereby subordinates the lien of the Mortgage to this Agreement.

**IN WITNESS WHEREOF**, Mortgagee has caused this Consent to Access and Maintenance Easement Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

**FIVE STAR BANK**

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, 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/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

**Consent to Access and Maintenance Easement Agreement**

**By Mortgagee**

The Mortgagee of the Mortgage described in Schedule D attached hereto hereby consents to this Agreement and hereby subordinates the lien of the Mortgage to this Agreement.

**IN WITNESS WHEREOF**, Mortgagee has caused this Consent to Access and Maintenance Easement Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

**THE UNITED STATES OF AMERICA**

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, 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/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

## Approval of LED lighting installation for MedTech Centre

**Discussion:** There is Federal and NYS legislation that is looking to ban the sale of fluorescent bulbs in the near future. NYC has already implemented that all commercial buildings must switch to LED by 2025. In an effort to stay ahead of this the GGLDC asked three companies for bids to replace the fluorescent lights in the MedTech Centre with LED lighting. Some of the lights in the MedTech Centre have already been replaced with LED and the following bids would complete the remainder of the building.

1. \$79,598.00 – Gilligan Electric (they have stated that they can get \$3,300 in rebates and lower their bid by that amount)
2. Severino Electric did not submit a bid
3. Humphrey Electric did not submit a bid before the bid close date, they did submit a bid of \$114,480 after the Board meeting.

**Fund Commitment:** \$79,598.00.

**Board Action Request:** Approval of LED light replacement contract for MedTech Center to Gilligan Electric for \$79,598.00.