



**Meeting Agenda – Audit and Finance Committee**  
 Genesee County Economic Development Center  
 Tuesday, December 2, 2025 – 8:30 a.m.  
 Location: 99 MedTech Drive, Innovation Zone

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	K. Manne	
2-6	<b>2. Chairman’s Report &amp; Activities</b> 2a. Agenda Additions / Other Business 2b. Minutes: October 28, 2025	K. Manne	Vote
7-46	<b>3. Discussions / Official Recommendations to the Board:</b> 3a. Insurance Renewal	L. Farrell / J. Teresi	Disc / Vote
47-50	3b. October 2025 Financial Statements	L. Farrell	Disc / Vote
51-58	3c. Loan Policy Review	L. Farrell	Discussion
59-64	3d. E3Communications Agreement	J. Krencik	Disc / Vote
65-68	3e. Workforce Consultant Contract	C. Suozzi	Disc / Vote
69-101	3f. BP2 Application	M. Masse	Disc / Vote
	<b>4. Adjournment</b>	K. Manne	Vote



**GCEDC Audit & Finance Committee Meeting**  
**Tuesday, October 28, 2025**  
**Location: 99 MedTech Drive, Innovation Zone**  
**8:30 a.m.**

**MINUTES**

**ATTENDANCE**

Committee Members: M. Gray, K. Manne, P. Battaglia  
Staff: L. Farrell, M. Masse, P. Kennett, K. Galdun, J. Krencik  
Guests: D. Cunningham (GGLDC Board Member), M. Brooks (GGLDC Board Member)  
Absent: P. Zeliff

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

K. Manne called the meeting to order at 8:30 a.m. in the Innovation Zone.

**2. Chairman’s Report & Activities**

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

**2b. Minutes: September 30, 2025**

**M. Gray made a motion to approve the September 30, 2025, minutes; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

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

**3a. September 2025 Financial Statements** – L. Farrell reviewed with the Committee the significant items on the long form financial statements for September 2025.

- Unrestricted cash decreased by \$4M due to the transfer from Bank of Castile to Key Bank, while internally reserved cash increased by \$4M. This is due to the security requirements of the Letter of Credit for STAMP.
- There was a decrease in cash in the imprest STAMP account related to the \$56M Fast NY grant. A large GURF was submitted and STAMP expenses were paid.
- Operating Fund did not have any project closings for the month of September and is at 75% of budget for most expenditure line items. There are a few expenses that come up each month that are front loaded, or are anticipated to be over budget.
- The STAMP Fund activity was in relation to the GURF that was submitted, otherwise normal monthly activity.

2b

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**P. Battaglia made a motion to recommend to the full Board the approval of the September 2025 Financial Statements as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3b. 12/31/25 Audit Services** – In 2022, the GCEDC and its affiliated corporations issued a joint Request for Proposals (RFP) for Professional Auditing Services. The RFP requested services for three audit years from January 1, 2022 to December 31, 2024, with an option of contracting for an additional two years (2025-2026). The Board approved a 3-year engagement with Mostert, Manzanero & Scott, LLP. L. Farrell noted that the fee for 2025 audit services per the proposal will be \$11,000. The engagement letter includes an option to add on a Single Audit if necessary for an additional \$2,500 (\$13,500 total).

L. Farrell stated she did not feel a single audit was necessary, but stated that they always include it in the engagement letter in case we needed it.

**M. Gray made a motion to recommend to the full Board the approval of the 12/31/25 Audit Services with Mostert, Manzanero & Scott up to \$13,500 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3c. 2026 Cleaning Services** – Included with the meeting materials was an MOU with Genesee Community College (GCC) for cleaning of GCEDC offices and the Innovation Zone. GCC will clean these areas two times a week for a total cost of \$7,500/year.

The MOU term is from 1/1/26 – 12/31/26 and extends automatically unless either party gives written notice to the other to cancel no less than 60 days prior to the anniversary date.

For reference, 2025 common area cleaning services from Commercial Cleaning Services, Inc. were approved with a not to exceed amount of \$8,000 plus reimbursement for supplies.

**Fund commitment:** \$7,500; included in the 2026 GCEDC Budget

**Committee action request:** Recommend approval to the full Board of the MOU with Genesee Community College for the 2026 cleaning services in the amount of \$7,500.

**P. Battaglia made a motion to recommend to the full Board the approval of the MOU with Genesee Community College for cleaning services not to exceed \$7,500 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

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

**The item was approved as presented.**

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

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

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

**Fund commitment:** An investment renewal of \$55,000 to Greater Rochester Enterprise for the 2026 calendar year. This expenditure is covered by available funds in the 2026 GCEDC budget and is at the same cost as in 2025.

**Committee action request:** Recommend approval to the full Board of the support to Greater Rochester Enterprise.

M. Masse stated that he regularly attends the monthly Board meetings and they are instrumental in a lot of the site visits.

K. Manne asked how long we had been giving this support and M. Masse stated that it had been approximately 15 years and that at some point, S. Hyde increased the support request to elevate the GCEDC membership to a Board position.

M. Masse stated that he has requested an agreement from them to outline what is included with our membership going forward. K. Manne stated that the term of the agreement is from 1/1/26 through 12/31/28. M. Masse stated that can be changed to reflect one year. He also stated that other IDA's belong to the same organization, but most likely, do not hold a Board position. He also stated that one example of something that Greater Rochester Enterprise did was provide a get together lunch for all IDA Directors to discuss current issues.

**M. Gray made a motion to recommend to the full Board the approval of 2026 support to Greater Rochester Enterprise in the amount of \$55,000 with the modification to the agreement stated above; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

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

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

InBN staff directly enhance the GCEDC's active sales funnel at STAMP and our shovel-ready sites. Notably, InBN has provided critical regional connections to support Workforce development and marketing collaterals. InBN's support also enabled the FAST NY program's legislative approval, STAMP's successful FAST NY application, and the designation of our region as a Federal Tech Hub.

**Fund commitment:** An investment renewal of \$25,000 to Invest Buffalo Niagara for the 2026 calendar year. This expenditure is covered by available funds in the 2026 GCEDC budget and is at the same cost as in 2025.

**Committee action request:** Recommend approval to the full Board the investment renewal of \$25,000 to Invest Buffalo Niagara.

**P. Battaglia made a motion to recommend to the full Board the approval of the 2026 support to Invest Buffalo Niagara in the amount of \$25,000 as presented; the motion was seconded by M. Gray. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3f. Carpet Quotes** –The GCEDC staff received 3 bids for the replacement of carpet in the office area. After reviewing all options, staff determined that carpet tiles would be most cost-effective and easiest to install and maintain.

Two carpet tile options were considered; nylon and polyester. After evaluating the quality, durability, and long-term value of both materials, staff recommends selecting the nylon carpet tile option to be installed by Will's Carpet. The nylon tiles provides superior durability, better wear resistance, and are expected to offer a longer service of life than the polyester alternative.

L. Farrell noted that while the project's completion date—whether in 2025 or 2026—has not yet been determined, she wanted to request approval in order to move forward with the planning process to ensure proper coordination and scheduling.

**Committee Action Request:** Approval is requested for an amount not to exceed \$18,000 for the purchase and installation of nylon carpet tiles for the GCEDC office, with installation to be completed by Will's Carpet.

**M. Gray made a motion to approve the carpet quote with Will's Carpet in Batavia, NY not to exceed \$18,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

#### **4. ADJOURNMENT**

As there was no further business, P. Battaglia made a motion to adjourn at 8:43a.m., seconded by M. Gray and passed unanimously.

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## GCEDC

Lezlie Farrell – Finance & Operations  
**Audit & Finance Committee Report**  
December 2, 2025

### Insurance Renewal

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

Tompkins is still waiting for Umbrella Policy quotes. We will share those as soon as they are available.

Joe Teresi will attend the board meeting on Thursday (12/4) to answer any questions.

Below is an excerpt from an email from Joe:

*Just wanted to share an update. We received preliminary figures from Selective. As a reminder,*

*The expiring premium for 2025 was \$74280*

*The quoted premium for 2026 is \$77,025.79 (later updated to be \$72,880)*

*We are still working with Selective on some ideas. But above pricing did include inflationary increases on property and Selective did hold pricing increases to a minimum. We did ask them once again to reconsider the umbrella, and they are unable to offer umbrella terms.*

*Now that we have the Selective primary pricing we are also working with WH Greene to get renewal figures for the umbrella coverage. For 2025 we had two umbrellas:*

*\$33,703 for a primary \$5,000,000 umbrella*

*\$12,500 for an excess \$5,000,000 umbrella*

*And last, we had approached the following insurance companies:*

<i>Acadia</i>	<i>has declined</i>
<i>Chubb</i>	<i>still reviewing</i>
<i>Cincinnati</i>	<i>still reviewing</i>
<i>Philadelphia</i>	<i>has declined</i>
<i>Travelers</i>	<i>has declined</i>

*As we have discussed in years past few carriers are interested in your business type and I would expect Selective to remain the most competitive market.*

# Renewal Comparison



Genesee County Industrial Development Agency, Inc.

January 1, 2026 - January 1, 2027

## PREMIUM ANALYSIS

	<b>Expiring:</b> 1/1/25-1/1/26	<b>Renewal:</b> 1/1/26-1/1/27
Commercial Property	\$10,851.76	\$10,599.48
Inland Marine	\$100.00	\$100.00
General Liability	\$62,334.00	\$61,611.00
Crime	\$60.00	\$60.00
Automobile	<u>\$510.00</u>	<u>\$510.00</u>
Total Package	\$73,855.76	\$72,880.48
Worker's Compensation	\$3,713.00	\$3,118.00
Umbrella	\$33,701.00	TBD
Excess Umbrella	\$12,500.00	TBD
<b>FINAL PREMIUM</b>	<b>\$123,769.76</b>	<b>TBD</b>

3a

# 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



**Presented By:**

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

Proposal Print Date: 11/25/2025

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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: 11/25/2025  
Underwritten By:  
Selective Way Insurance Company

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

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

Proposal Print Date: 11/25/2025  
Underwritten By:  
Selective Way Insurance Company

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# SELECTIVE'S RISK MANAGEMENT CENTER

## LEARN HOW TO LOWER YOUR BUSINESS RISKS

Your business faces its own unique set of risks every day. The key to maintaining your success is staying ahead of those risks to help prevent costly losses and business interruptions.

Selective's Risk Management Center in your MySelective account features unique tools and resources you and your team can use to learn how to lower your business risks.



**Assessments**—complete online assessments to identify then lower your risk levels by following our Best Practices.\*

**Support**—get additional guidance on reducing your risks by checking out FAQs. You can even Ask Our Experts if you can't find the answer you need.

**Knowledge Center**—explore training articles and videos specific to your industry to share with your team.



Plus, Policyholder Perks gives you access to a suite of complimentary tools and services to help you protect your business.



To give employees access to these features, you can go to your MySelective account settings and assign them the Risk Management role.

**VISIT SELECTIVE'S RISK MANAGEMENT CENTER TODAY TO LEARN HOW TO LOWER YOUR BUSINESS RISKS**

\*Your assessment responses will not be used to impact your insurance policy or premium.

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# PROVIDING UNIQUE INSURANCE SOLUTIONS SINCE 1926

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

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

Headquartered in Branchville, New Jersey since 1926, Selective employs a diverse workforce of engaged professionals. As one of the largest U.S. property & casualty groups, Selective is a super-regional Commercial and Personal Lines insurance carrier, writes Excess & Surplus Lines in 50 states, and is one of the largest “Write Your Own” insurance carriers in the National Flood Insurance Program.

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

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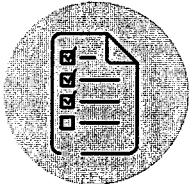
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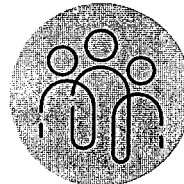
# Safety Management Starts Here

Here's what we can do for you:



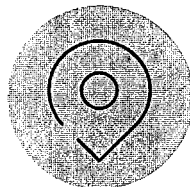
## Fleet Risk Assessment

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



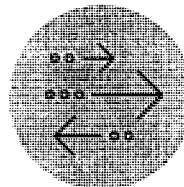
## Online Training from the Experts

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



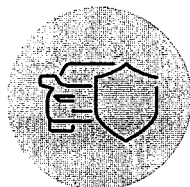
## Selective® Drive Fleet Management Tool

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



## Digital Services to Support Your Business

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



## Safe Driving Policies

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



Watch how Safety Management makes a difference

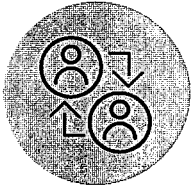
**Watch Now**



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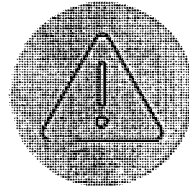
# Safety Management Starts Here

Here's what we can do for you:



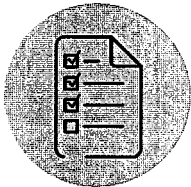
## Contractual Risk Transfer (CRT)

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



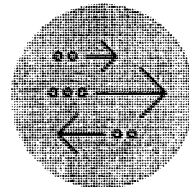
## Slip, Trip, and Fall Assessment

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



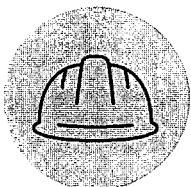
## Job Site Risks Assessment

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

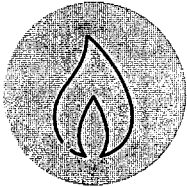
**Watch Now**

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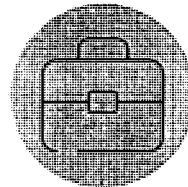
# Safety Management Starts Here

Here's what we can do for you:



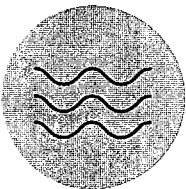
## Ignitable Liquids Assessment

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



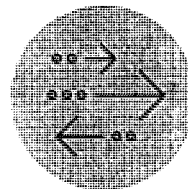
## Free Business Prep Toolkit

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



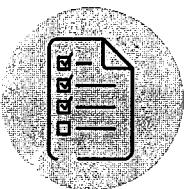
## Water Escape and Intrusion Assessment

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**

 **SCAN ME**

# 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](http://selective.com)



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f | @ | in | | |  
selective insurance

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 # 53805300

Policy Period: 01/01/26 to 01/01/27

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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 # 53805300

Policy Period: 01/01/26 to 01/01/27

**Premium Summary**

<u>Coverage</u>	<u>Premium</u>
Property	\$10,599.48
Crime Fidelity	\$60.00
Inland Marine	\$100.00
General Liability	\$61,611.00
Automobile	\$510.00
<b>Total Premium</b>	<b>\$72,880.48</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 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 # 53805300

Policy Period: 01/01/26 to 01/01/27

**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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Quote # 53805300

Policy Period: 01/01/26 to 01/01/27

**Property**

**Policy Level**

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

<u>Optional Coverages/Extensions</u>	<u>Limit</u>	<u>Premium</u>
SelectPac Property Extension Endorsement		\$455.00
<b>Systems Power Pac Clas Rated Deductibles</b>		
Combined All Coverages Ded: Follows Property Deductible		

**Location Level**

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

<u>Coverage</u>	<u>Limit</u>	<u>Premium</u>
Building	9,612,039	\$7,017.00
Replacement Cost		
Agreed Value		
Business Pers Prop - Business Personal Property	119,468	\$294.00
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		\$1,807.00
<b>Location 004/001 - Total Premium</b>		<u>\$9906</u>

**Other**

NY Fire Tax \$20.48  
Terrorism Premium (Certified Acts) \$218.00

**Total Property Premium \$10,599.48**

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Quote # 53805300

Policy Period: 01/01/26 to 01/01/27

**Crime Fidelity**

Policy Level

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

Location Level

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

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

**Total Crime Fidelity Premium \$60.00**

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Quote # 53805300

Policy Period: 01/01/26 to 01/01/27

**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	\$86.00

**Other**

**Total Inland Marine Premium**

**\$100.00**

**General Liability**

**Policy Level**

	<u>Limit</u>	<u>Premium</u>
General Aggregate	2,000,000	
Products/Completed Ops	2,000,000	
Each Occurrence	1,000,000	
Personal & Advertising Injury	1,000,000	
Fire Damage	500,000	
Medical Expense	5,000	
 <u>Additional Coverages</u>	 <u>Quantity/Limit</u>	 <u>Premium</u>
Designated Person/Org CG 2026	2	\$70.00

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Policy Period: 01/01/26 to 01/01/27

ElitePac General Liability Extension Endorsement \$1,500.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 28.127)	28	\$788.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 28.127)	36	\$1,013.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 28.127)	3	\$84.00

**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 384.356)	38,900	\$14,951.00

**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 1284.147)	3,100	\$3,981.00

**Location Level**

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Quote # 53805300

Policy Period: 01/01/26 to 01/01/27

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 6.043)	IF ANY	--
Products/Completed Operations (Final Rate 2.918)	IF ANY	--

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 28.127)	58	\$1,631.00

**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 30.939)	1	\$31.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 30.939)	1	\$31.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 30.939)	1	\$31.00

**Location Level**

Location 009/001 - 6561 CROSBY RD, ALABAMA TFPD, NY

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Quote # 53805300

Policy Period: 01/01/26 to 01/01/27

Class 47051 - REAL ESTATE DEVELOPMENT PROPERTY

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 30.939)	1	\$31.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 30.939)	1	\$31.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 30.939)	1	\$31.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 4.043)	77	\$311.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 4.043)	2	\$8.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 39.660)	665	\$26,374.00

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**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 39.378)	267	\$10,514.00

**Location Level**

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

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 28.127)	6	\$169.00

**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 30.939)	1	\$31.00

<b>Total General Liability Premium</b>		<b>\$61,611.00</b>
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**Automobile**

**Policy Level**

<u>Coverage</u>	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Liability Limit Type CSL			
- Liability	8,9	1,000,000	
Non-Owned Employee Count		8	\$452.00
ElitePac Commercial Auto Extension Endorsement			\$25.00

**State Level Coverages (NY)**

<u>Coverage</u>	<u>Symbol</u>	<u>Limit</u>	<u>Premium</u>
Excess Hired		IF ANY	\$33.00

**Total Automobile Premium \$510.00**

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

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

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

#### Manage Your Account Your Way with MySelective

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

There are two ways to get started:

1. Online
  - Visit [Selective.com](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.

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**Terrorism (Certified Acts) Information**

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

**TERRORISM COVERAGE AS DESCRIBED ABOVE, HAS BEEN REJECTED. AS A RESULT, THIS POLICY WILL EXCLUDE CERTAIN TERRORISM LOSSES. THE PREMIUM FOR THE TERRORISM (FIRE ONLY) COVERAGE IS \$218.00.**

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

**TERRORISM - CERTIFIED ACTS: \$2,521.00**

**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.

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

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

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

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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**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.

**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.

**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.

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

For more information go to: [selective.com/praesidium](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/2MQeLqq>

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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**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><b>Action Plans</b> 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><b>Coaching Playbooks</b> 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><b>Discussion Guides</b> 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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## **IMPORTANT NOTICE TO POLICYHOLDERS STATEMENT OF VALUES**

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISION OF THE POLICY SHALL PREVAIL.

### **REGARDING YOUR COVERAGES, LIMITS, AND VALUATIONS**

A Statement of Values is your official acknowledgment and agreement that all coverages, limits, and valuations provided by your policy are adequate and accurate. Selective Insurance previously required you to submit an updated Statement of Values for each renewal term. Selective Insurance is no longer requiring an annual Statement of Values.

You are responsible for selecting the appropriate amount of coverage to ensure limits are accurate and adequate. Please refer to the Quote Summary or Declarations to review your coverages, limits, and valuations which will now serve as the Statement of Values for the associated policy term. Contact your agent for any needed changes.

## SelectPac Property Extension

The following forms are included:

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

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

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## SelectPac Property Extension

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

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## SelectPac Property Extension

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

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## Crime SelectPac Endorsement

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

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

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## ElitePac<sup>®</sup> General Liability Extension Endorsement

The following forms/coverages are included:

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

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

## ElitePac® General Liability Extension Endorsement

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

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# COVERAGE SUMMARY



## ElitePac® Commercial Auto Extension Endorsement

The following forms are included:

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

Coverage	Limit
<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 (N/A in Virginia) – the exclusion is deleted	Included
Care, Custody Or Control Amendment – exclusion does not apply to property owned by anyone other than an insured	\$1,000 limit Per “Accident”; \$500 Deductible Per “Accident”
<b>Amendments To Section III – Physical Damage Coverage</b>	
Towing And Labor	
Private Passenger Auto, Social Service Van or Bus, Light Truck Commercial Auto With GVWR or GCW Greater Than 10,000 Pounds	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible – waived when glass is repaired	Included
Additional Transportation Expenses	\$60 Per Day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 Per “Loss”
Hired Auto Loss of Use Coverage – for expenses named insured is legally responsible to pay for loss of use of covered auto	\$750 Per “Accident”

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# COVERAGE SUMMARY

**SELECTIVE**  
BE UNIQUELY INSURED®

## ElitePac® Commercial Auto Extension Endorsement

Coverage	Limit
<b>Amendments To Section III – Physical Damage Coverage, Continued</b>	
Auto Loan/Lease Gap Coverage (N/A in New York) – includes unpaid amount due on lease or loan, with exceptions	Included
Personal Effects Coverage – for covered personal items in a covered auto at time of theft, no deductible applies	\$500 Per “Accident”
Airbag Coverage	Included
Expanded Audio, Visual, and Data Electronic Equipment Coverage - \$50 deductible applies	Included
Comprehensive Deductible – Location Tracking Device – maximum \$50 deductible applies if tracking device aided in recovery of the auto	Included
Physical Damage Limit Of Insurance – removes restriction related to betterment and sublimit of \$1,000 for electronic equipment	Included
Green Automobile Replacement Coverage	10% up to \$3,000 per “auto”, \$10,000 maximum per loss”
<b>Amendments To Section IV – Business Auto Conditions</b>	
Duties In The Event of Accident, Claim, Suit or Loss – this condition does not apply unless certain persons have knowledge of the accident, claim, suit or loss	Included
Waiver of Subrogation – blanket waiver when liability has been assumed under an insured contract	Included
Multiple Deductibles – if two or more covered autos involved in loss, only the highest applicable deductible applies	Included
Concealment, Misrepresentation or Fraud – coverage not denied if named insured unintentionally fails to disclose existing hazard	Included
Policy Period, Coverage Territory – covers any type of covered auto hired without a driver for 30 days or less anywhere in the world	Included
Two or More Coverage Forms or Policies Issued By Us – Deductibles - only the highest applicable deductible will apply subject to a minimum deductible of \$50; a minimum \$100 Collision deductible applies to private passenger autos.	Included
<b>Amendments To Section V – Definitions</b>	
Bodily Injury Including Mental Anguish (N/A in New York)	Definition
Coverage Territory – Broadened Definition	Included

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**Genesee County Economic Development Center  
Dashboard - October 2025  
Balance Sheet - Accrual Basis**

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	<u>10/31/25</u>	<u>9/30/25</u>	[Per Audit] <u>12/31/24</u>
<b>ASSETS:</b>			
Cash - Unrestricted (1)	\$ 11,760,733	\$ 11,907,073	\$ 11,476,689
Cash - Restricted (A) (2)	23,767,229	25,029,021	44,694,211
Cash - Reserved (B) (3)	7,583,005	7,671,852	5,317,168
Cash - Subtotal	43,110,967	44,607,946	61,488,068
Grants Receivable (4)	562,487	559,987	169,266
Accounts Receivable - Current (5)	682,309	275,957	387,753
Interest Receivable	88,912	56,486	70,521
Deposits (6)	148,593	148,593	218,152
Prepaid Expense(s) (7)	33,917	28,007	38,286
Loans Receivable - Current	59,787	60,748	62,739
<b>Total Current Assets</b>	<b>44,686,972</b>	<b>45,737,724</b>	<b>62,434,785</b>
Land Held for Dev. & Resale (8)	47,959,658	46,712,892	28,685,435
Furniture, Fixtures & Equipment	71,257	71,257	71,257
Total Property, Plant & Equip.	48,030,915	46,784,149	28,756,692
Less Accumulated Depreciation	(71,039)	(70,985)	(70,493)
<b>Net Property, Plant &amp; Equip.</b>	<b>47,959,876</b>	<b>46,713,164</b>	<b>28,686,199</b>
Accounts Receivable- Noncurrent (9)	3,775,000	4,150,000	4,150,000
Loans Receivable- Noncurrent (Net of \$47,429 Allow. for Bad Debt)	63,030	67,428	113,896
Right to Use Assets, Net of Accumulated Amortization	5,605	5,605	5,605
<b>Other Assets</b>	<b>3,843,635</b>	<b>4,223,033</b>	<b>4,269,501</b>
<b>TOTAL ASSETS</b>	<b>96,490,483</b>	<b>96,673,921</b>	<b>95,390,485</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (15)	374,100	374,100	374,100
<b>Deferred Outflows of Resources</b>	<b>374,100</b>	<b>374,100</b>	<b>374,100</b>
<b>LIABILITIES:</b>			
Accounts Payable (10)	42,910	198,681	3,710,216
Loan Payable - Genesee County - Current (11)	335,000	335,000	325,000
Accrued Expenses	85,770	73,485	32,116
Lease Payable	5,604	5,604	5,604
Customer Deposits (12)	28,410	31,355	68,387
Unearned Revenue (13)	22,607,712	23,759,667	40,179,526
<b>Total Current Liabilities</b>	<b>23,105,406</b>	<b>24,403,792</b>	<b>44,320,849</b>
Loans Payable - ESD (14)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (11)	1,850,000	1,850,000	2,185,000
Net Pension Liability (15)	356,081	356,081	356,081
<b>Total Noncurrent Liabilities</b>	<b>7,402,568</b>	<b>7,402,568</b>	<b>7,737,568</b>
<b>TOTAL LIABILITIES</b>	<b>30,507,974</b>	<b>31,806,360</b>	<b>52,058,417</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (15)	194,200	194,200	194,200
<b>Deferred Inflows of Resources</b>	<b>194,200</b>	<b>194,200</b>	<b>194,200</b>
<b>NET ASSETS</b>	<b>\$ 66,162,409</b>	<b>\$ 65,047,461</b>	<b>\$ 43,511,968</b>

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**Significant Events:**

1. Unrestricted Cash YTD - Includes significant project origination fees received in April (Excelsior Energy).
  2. Restricted Cash YTD - Includes cash deposited by ESD into imprest accounts related to the \$8M, \$33M and \$56M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD.
  3. Reserved Cash YTD - Funds have been internally reserved as matching funds related to the FAST NY grant supporting STAMP development.
  4. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park; In 2024 EDC funds were used to remit timely payments for STAMP related expenses and were reimbursed by ESD \$8M and the ESD \$33M grant funds in 2025.
  
  5. Accounts Receivable - Current - Economic Development Funding \$25K, MTC Management \$7.3K, Project Origination Fee installments due within 12 months of the balance sheet date (Hecate Solar \$550K (\$275K 2025 payment is past due) & GE Bergen \$100K), misc.
  6. Deposits - Includes deposit paid to NY Power Authority, which will be reduced as expenses are recognized.
  7. Prepaid Expense(s) - Health, workers compensation, cyber, D&O, life, umbrella, NYS disability, general liability insurance, rent, misc.
  8. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
  9. Accounts Receivable - Noncurrent - Termed out project origination fees from GE Bergen and Hecate Solar that will not be collected within 12 months from the Balance Sheet date.
  10. Accounts Payable - Interest earned on grant funds that will be remitted to ESD, e3communications etc.
  11. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
  
  12. Customer Deposits - Funds received from projects that are subject to the Local Labor Policy and responsible for covering expenses related to the required reporting; Funds received from data center projects to cover expenses related to review of their applications.
  13. Unearned Revenue - Genesee County contributions and interest received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
  14. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
  15. Deferred Pension Outflows / Deferred Pension Inflows / Net Pension Liability - Accounts related to implementation of GASB 68.
- (A) Restricted Cash = Customer Deposits, BP2 Funds, GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance, Batavia Home Funds.  
(B) Reserved Cash = FAST NY Grant Matching Funds, Workforce Dev Funds, CBA Funds.

**Genesee County Economic Development Center  
Dashboard - October 2025  
Profit & Loss - Accrual Basis**

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	YTD				2025	2025
	10/31/25	10/31/24	2025	2024	Board Appr. Budget	YTD % of Budget
<b>Operating Revenues:</b>						
Genesee County	\$ 19,459	\$ 19,459	\$ 194,591	\$ 194,591	\$ 233,513	83%
Genesee County - WFD	2,083	2,083	20,831	20,831	25,000	83%
Fees - Projects (1)	-	32,125	4,859,685	8,296,283	493,000	986%
Fees - Services	7,309	7,347	73,091	73,471	87,713	83%
Interest Income on Loans	148	201	1,679	1,531	1,036	162%
Rent	5,100	1,500	29,054	13,229	22,123	131%
Common Area Fees - Parks	-	-	2,814	803	824	342%
Grants (2)	1,311,106	119,100	18,765,472	1,644,861	51,578,018	36%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	250,000	250,000	300,000	83%
GCFC Grant - Econ. Dev. Program Support	-	-	-	-	-	N/A
Land Sale Proceeds	-	-	-	1,390,000	-	N/A
BP <sup>2</sup> Revenue	-	-	15,215	11,431	31,177	49%
Other Revenue (3)	4,555	1,293	220,518	9,641	62,662	352%
<b>Total Operating Revenues</b>	<b>1,374,760</b>	<b>208,108</b>	<b>24,432,950</b>	<b>11,906,672</b>	<b>52,835,066</b>	<b>46%</b>
<b>Operating Expenses</b>						
General & Admin	125,010	127,747	1,262,357	1,850,890	1,681,035	75%
Professional Services (4)	21,737	6,325	242,595	91,235	219,362	111%
Site Maintenance/Repairs	1,874	1,389	19,348	28,090	45,500	43%
Property Taxes/Special District Fees	-	-	3,873	4,130	4,470	87%
BP <sup>2</sup> Expense	-	-	-	-	-	N/A
PIF Expense	156,652	114,349	227,936	177,366	199,465	114%
Grant Expense - Batavia Home Fund	-	-	10,000	2,750	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense (5)	13,795	100	634,666	163,837	33,426,167	1.9%
Cost of Land Sales	-	25,000	-	490,964	-	N/A
Lease Expense	-	-	-	-	-	-
Real Estate Development (6)	1,246,766	3,751	19,274,222	980,048	22,474,333	86%
Balance Sheet Absorption	(1,246,766)	(3,751)	(19,274,222)	(980,048)	-	N/A
<b>Total Operating Expenses</b>	<b>319,068</b>	<b>274,910</b>	<b>2,400,775</b>	<b>2,809,262</b>	<b>58,050,332</b>	<b>4%</b>
<b>Operating Revenue (Expense)</b>	<b>1,055,692</b>	<b>(66,802)</b>	<b>22,032,175</b>	<b>9,097,410</b>	<b>(5,215,266)</b>	
<b>Non-Operating Revenue</b>						
Other Interest Income	59,256	59,807	618,266	459,257	173,000	357%
<b>Total Non-Operating Revenue</b>	<b>59,256</b>	<b>59,807</b>	<b>618,266</b>	<b>459,257</b>	<b>173,000</b>	<b>357%</b>
<b>Change in Net Assets</b>	<b>1,114,948</b>	<b>(6,995)</b>	<b>22,650,441</b>	<b>9,556,667</b>	<b>\$ (5,042,266)</b>	
<b>Net Assets - Beginning</b>	<b>65,047,461</b>	<b>37,671,099</b>	<b>43,511,968</b>	<b>28,107,437</b>		
<b>Net Assets - Ending</b>	<b>\$ 66,162,409</b>	<b>\$ 37,664,104</b>	<b>\$ 66,162,409</b>	<b>\$ 37,664,104</b>		

**Significant Events:**

1. Fees Projects - YTD Project origination fees include \$250 Park Road (Hotel), AppleTree Acres, LLC & Ivy Village, Graham, Leatherleaf Solar, Excelsior Energy, Rochester Davis-Fetch, 202 Oak Street, FFP NY LeRoy Project 1 & 2.
2. Grants - PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M, \$8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Other Revenue YTD - Local labor reporting and data center review deposits covered by participating projects, misc.
4. Professional Services - Legal and consulting services for the data center review, local labor requirements, government relations, audits, and other related matters.
5. Site Development Expense - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
6. Real Estate Development Costs YTD - STAMP development costs.

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**Genesee County Economic Development Center**  
**October 2025 Dashboard**  
**Statement of Cash Flows**

DRAFT

	10/31/25	YTD
<b>CASH FLOWS USED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 21,542	\$ 236,964
Fees - Projects	-	4,943,685
Fees - Services	-	65,784
Interest Income on Loans	147	1,669
Rent	5,100	40,988
Common Area Fees - Parks	-	2,814
Grants	156,652	700,892
BP <sup>2</sup> Revenue	-	15,215
GGLDC Grant - Economic Development Program Support	-	225,000
Other Revenue	4,555	220,518
Repayment of Loans	5,359	53,818
Customer Deposit	-	48,804
General & Admin Expense	(162,006)	(1,206,863)
Professional Services	(24,682)	(408,074)
Site Maintenance/Repairs	(1,874)	(29,769)
Site Development	(13,795)	(803,009)
Property Taxes/Special District Fees	-	(3,873)
Grant Expense	-	(10,000)
PIF Expense	(156,652)	(227,936)
Deposit Paid	-	(500,000)
Improv/Additions/Adj to Land Held for Development & Resale	(1,246,766)	(21,897,625)
Net Cash Used By Operating Activities	(1,412,420)	(18,530,998)

<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(325,000)
Net Cash Used By Noncapital Financing Activities	-	(325,000)

<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	(84,559)	478,897

Net Change in Cash	(1,496,979)	(18,377,101)
Cash - Beginning of Period	44,607,946	61,488,068
Cash - End of Period	\$ 43,110,967	\$ 43,110,967

**RECONCILIATION OF NET OPERATING REVENUE TO NET**

<b>CASH USED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 1,055,692	\$ 22,032,175
Depreciation Expense	54	546
Increase in Operating Accounts/Grants Receivable	(33,852)	(312,777)
Decrease in Deposits	-	69,559
(Increase) Decrease in Prepaid Expenses	(5,910)	4,369
Decrease in Loans Receivable	5,359	53,818
Increase in Land Held for Development & Resale	(1,246,766)	(19,274,223)
Decrease in Operating Accounts Payable	(44,382)	(3,546,328)
Increase in Accrued Expenses	12,285	53,654
Decrease in Unearned Revenue	(1,151,955)	(17,571,814)
Decrease in Customer Deposits	(2,945)	(39,977)
Total Adjustments	(2,468,112)	(40,563,173)
Net Cash Used By Operating Activities	\$ (1,412,420)	\$ (18,530,998)

\*No changes can be made\*

	GCEDC	GCEDC	GGLDC	GGLDC
	GAIN Loan Fund	Revolving Loan Fund #1) (RLF)	Economic Development Loan Fund (RLF #2)	Batavia Metropolitan Area Community Redevelopment Fund
Purpose	A low-interest loan fund to capitalize agriculture and related businesses that are adopting new technologies, diversifying or expanding.	Generally a conventional loan fund offering "friendly debt vis a' vis friendly interest rates and terms" to established business enterprises seeking "gap financing in support of business expansion, retention or attraction investments. Exceptions will be considered on a case by case basis related to strategic business or industry opportunities.	Generally a conventional loan fund offering "friendly debt vis a' vis friendly interest rates and terms" to established business enterprises seeking "gap" financing in support of business expansion, retention or attraction investments. Exceptions will be considered on a case by case basis related to strategic business or industry opportunities.	A low interest loan fund to foster investments in business districts across the Batavia Metropolitan area which facilitates redevelopment of underutilized building and sites including adaptive reuse projects including mixed-use projects that may include a housing component. To foster additional economic development projects in downtowns and core business district areas enabling GCEDC project participation.
Funding	In 2016, the GCEDC entered into an agreement whereby the GCEDC is acting as a sub-recipient to the Genesee/Finger Lakes Regional Planning Council (G/FLRPC) for a portion of a \$3M Empire State Development (ESD) grant. Under the agreement with the G/FLRPC, the GCEDC is authorized to administer a GAIN! Loan Fund for the purpose of lending funds to eligible agricultural businesses in Genesee County.	RLF #1 was established with grant funds that Genesee County received from the federal Small Cities Program in 1985 and 1986. Since 1985, the GCEDC has administered the fund pursuant to a perpetual agreement with the County and in accordance with Community Development Block Grant (CDBG) guidelines. These funds were defederalized in 2009 and are no longer subject to CDBG guidelines.	RLF #2 was established with funds that Genesee County received in 2003 from a \$650,000 New York Governor's Office for Small Cities Grant. Under an agreement with Genesee County, GCEDC authorized to administer the loan fund for the purpose of lending funds to eligible business firms in Genesee County that will create or retain employment. An amended agreement was entered into with Genesee County in 2012 restricting GCEDC's use of the related funds to necessary administrative costs as part of the defederalization process. Future loan requests will be submitted to the County for approval and funds will be redirected to the Genesee Gateway Local Development Corporation for loan disbursement. * All funds have been redirected to the GGLDC as of February 2019. *	Strategic Investments from Genesee County EDC's affiliate, Genesee Gateway Local Development Corporation
Fund Value at 10/31/25	Cash = \$328,919.18 Loans Rec = \$170,246.17	Cash = \$0 Loans Rec = \$0 Due from other Funds = \$914, 035	Cash = \$682,163.67 Loans Rec = \$240,066.45	Cash = \$411,613.01 Loans Rec = \$207,142.79
Key Decision Criteria	Job creation; farm diversification including value-added agricultural products; farm-based retail/wholesale (farm markets, wineries, distilleries); Investment in new technology including renewable energy projects, production, harvesting equipment; increase the amount of land in productive agriculture use; growth in net revenue for agricultural enterprises; leveraging other sources of funding; projects that produce secondary economic multipliers			Scope of planned redevelopment, impact on business district/neighborhood, level of investment, long term tax base enhancement, jobs (indirect)
Minimum Loan	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Maximum Loan	\$200,000.00	\$150,000.00	\$200,000.00	\$200,000.00
Interest Rate	1%	Variable; Prime at the time of the loan commitment provided closing within 60 calendar days, otherwise interest rate set at closing; 3% Floor; readjusted annually (January)	Variable; Prime at the time of the loan commitment provided closing within 60 calendar days, otherwise interest rate set at closing; 3% Floor; readjusted annually (January)	Variable; Prime; 3% Floor; readjusted annually (January); Grace Period = interest only during project redevelopment period (1 year max)
Application Fee	\$250 (non-refundable)	\$250 (non-refundable)	\$250 (non-refundable)	\$250 (non-refundable)
Origination Fee	2% + legal and filing fees	2% + legal and filing fees	2% + legal and filing fees	2% + legal and filing fees
Economic Development Partner Fee				50% of the origination fee (1%)
Amortization Period	up to 10 years	3 to 10 years	3 to 10 years	3 to 10 years including grace period
Fund Participation / Equity	Must be combined with bank approved financing and/or project developer "Equity" of minimum 10% of total project costs.	Up to 50% fund participation as % of current project investment; 10% minimum equity investment preferred; co-participation with other funding sources (bank, economic development loan fund, and/or available equity) required.	Up to 50% fund participation as % of current project investment; 10% minimum equity investment preferred; co-participation with other funding sources (bank, economic development loan fund, and/or available equity) required	Must be combined with bank approved financing and/or project developer "Equity" of minimum 30% of total project costs.
Allowable Funds Usage / Eligible Projects	Agriculture or related businesses including food processing (new business and expansions) and operating farms.	Real estate acquisition/improvements, Equipment purchases/upgrades, working capital	Real estate acquisition/improvements, Equipment purchases/upgrades, working capital	
Collateral	Subordinated to bank or other debt sources allowed	One or more required: Pledged Collateral, Corporate Guarantees and/or Personal Guarantees.	One or more required: Pledged Collateral, Corporate Guarantees and/or Personal Guarantees.	Required; subordination to the bank or other debt source is allowed
Guarantees	Required (Personal)			Required (Personal)
Business Plan Submission				Required
Other		Evidence of investment and/or funds utilization consistent with GCEDC mission to support enterprise sustainability and job retention and/or enterprise growth and job creation. Loan Repayment required "if: company operations substantially relocate outside Genesee County.	Evidence of investment and/or funds utilization consistent with GCEDC mission to support enterprise sustainability and job retention and/or enterprise growth and job creation.	

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

# Revolving Loan Funds



## Growing the Agriculture Industry Now! (GAIN) Loan Fund

**Purpose:** A low-interest loan fund to capitalize agriculture and related businesses that are adopting new technologies, diversifying or expanding

**Eligible Projects:** Agriculture or related businesses including food processing (new business and expansions) and operating farms

**Gap Financing:** Must be combined with bank approved financing or project development "equity" of minimum 10% of project cost

### Program Parameters

**Minimum Loan:** \$25,000

**Maximum Loan:** \$200,000

**Interest Rate:** 1%

**Amortization Period:** Up to 10 years

### Key Decision Criteria

- Job Creation
- Farm Diversification including value-added agricultural products; farm-based retail/wholesale (farm markets, wineries, distilleries)
- Investment in new technology including renewable energy projects, production, harvesting equipment
- Increase the amount of land in productive agriculture use
- Growth in net revenue for agricultural enterprises
- Leveraging other sources of funding
- Projects that produce secondary economic multipliers (e.g. other business expansions)

### Requirements

- Collateral: Subordinated to bank or other debt sources is allowed
- Personal Guarantees     \$250 Application Fee (Non-Refundable)     2% + Legal and Filing Fees

*\*Funding provided by a grant from New York State | Empire State Development*

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

99 MEDTECH DRIVE, SUITE 106, BATAVIA, NY 14020 | (585) 343-4866 | GCEDC.COM



## POLICY

### Revolving Loan Fund #1

(Last Revised 9/6/18)

**Purpose:** Generally a conventional loan fund offering “friendly debt vis a’ vis friendly interest rates and terms” to established business enterprises seeking “gap” financing in support of business expansion, retention or attraction investments. Exceptions will be considered on a case by case basis related to strategic business or industry opportunities.

**Funding:** RLF #1 was established with grant funds that Genesee County received from the federal Small Cities Program in 1985 and 1986. Since 1985, the GCEDC had administered the fund pursuant to a perpetual agreement with the County and in accordance with Community Development Block Grant (CDBG) guidelines. These funds were defederalized in 2009 and are no longer subject to CDBG guidelines.

**Administered by:** GCEDC

**Approving Board:** GCEDC

**Fund Value at 6/30/13:** \$875,492 (Cash + Loans Receivable)

#### Program Elements:

1. Minimum Loan: \$25,000
2. Maximum Loan: \$150,000
3. Interest Rate: Variable; Prime at the time of loan commitment provided closing within 60 calendar days, otherwise interest rate set at closing; 3% Floor; readjusted annually (in January).
4. Application Fee: \$250 (non-refundable)
5. Origination Fee: 2% + legal and filing fees
6. Amortization Period: 3 to 10 years

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7. Fund Participation as % of Current Project Investment: Up to 50%; 10% minimum equity investment preferred; co-participation with other funding sources (bank, economic development loan fund, and/or available equity) required.
8. One or More Required: Pledged Collateral, Corporate Guarantees and/or Personal Guarantees
9. Allowable Funds Usage: Real estate acquisition / improvements, Equipment purchases / upgrades, working capital
10. Evidence of investment and / or funds utilization consistent with GCEDC mission to support enterprise sustainability and job retention and / or enterprise growth and job creation.
11. Additional information required:
  - a. Completed application
  - b. Project financials / project profile to include investment commitments
  - c. 3 year job creation or retention commitments
  - d. Business plan / pro-forma financials and cash flows (if available)
  - e. 3 years historical and current year financials (Income & Cash Flow Statements / Balance Sheet)
  - f. Audited or reviewed financial statements preferred
  - g. Presentation to board of directors may be required
  - h. Copy of third party financing commitment letter
12. Loan repayment required "if" company operations substantially relocate outside Genesee County



## POLICY

### Revolving Loan Fund #2

#### (Economic Development Loan Fund)

(Last Revised 9/6/18)

**Purpose:** Generally a conventional loan fund offering "friendly debt vis a' vis friendly interest rates and terms" to established business enterprises seeking "gap" financing in support of business expansion, retention or attraction investments. Exceptions will be considered on a case by case basis related to strategic business or industry opportunities.

**Funding:** RLF #2 was established with funds that Genesee County received in 2003 from a \$650,000 New York Governor's Office for Small Cities grant. Under an agreement with Genesee County, GCEDC was authorized to administer the loan fund for the purpose of lending funds to eligible business firms in Genesee County that will create or retain employment. An amended agreement was entered into with Genesee County in 2012 restricting the GCEDC's use of the related funds to necessary administrative costs as part of the defederalization process. Future loan requests will be submitted to the County for approval and funds will be redirected to the Genesee Gateway Local Development Corporation for loan disbursement.

**Administered by:** GCEDC

**Approving Board:** GGLDC

**Fund Value at 6/30/13:** \$689,575 (Total Cash + Receivables)

(Currently held by GCEDC = \$538,087)

(Currently held by GGLDC = \$151,488)

#### Program Elements:

1. Minimum Loan: \$25,000
2. Maximum Loan: \$200,000

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3. Interest Rate: Variable; Prime at the time of loan commitment provided closing within 60 calendar days, otherwise interest rate set at closing; 3% Floor; readjusted annually (in January).
4. Application Fee: \$250 (non-refundable)
5. Origination Fee: 2% + legal and filing fees
6. Amortization Period: 3 to 10 years
7. Fund Participation as % of Current Project Investment: Up to 50%; 10% minimum equity investment preferred; co-participation with other funding sources (bank, economic development loan fund, and/or available equity) required.
8. One or More Required: Pledged Collateral, Corporate Guarantees and/or Personal Guarantees
9. Allowable Funds Usage: Real estate acquisition / improvements, Equipment purchases / upgrades, working capital
10. Evidence of investment and / or funds utilization consistent with GCEDC mission to support enterprise sustainability and job retention and / or enterprise growth and job creation.
11. Additional information required:
  - a. Completed application
  - b. Project financials / project profile to include investment commitments
  - c. 3 year job creation or retention commitments
  - d. Business plan / pro-forma financials and cash flows (if available)
  - e. 3 years historical and current year financials (Income & Cash Flow Statements / Balance Sheet)
  - f. Audited or reviewed financial statements preferred
  - g. Presentation to board of directors may be required
  - h. Copy of third party financing commitment letter
12. Additional requirements may be imposed as necessary to comply with the defederalization process of related funds.



## POLICY

### Batavia Micropolitan Area Community Redevelopment Fund

(Last Revised 9/6/18)

**Purpose:** A low interest loan fund to foster investments in business districts across the Batavia Micropolitan area which facilitates redevelopment of underutilized building and sites including adaptive reuse projects including mixed-use projects that may include a housing component.

**Related Purpose:** To foster additional economic development projects in downtowns and core business district areas enabling GCEDC project participation.

**Funded by:** Strategic Investments from Genesee County EDC's affiliate, Genesee Gateway Local Development Corporation (GGLDC)

**Approving Board:** GGLDC

**Administered by:** GCEDC

**Revitalization Fund:** \$500,000

**Key Decision Criteria:** Scope of planned redevelopment, impact on business district / neighborhood, level of investment, long term tax base enhancement, jobs (indirect)

#### Program Elements:

1. Minimum Loan: \$25,000
2. Maximum Loan: \$200,000
3. Interest Rate: Variable; Prime; 3% Floor; readjusted annually (in January);  
Grace Period = interest only during project redevelopment period (1 year max.)
4. Application Fee: \$250 (non-refundable)
5. Origination Fee: 2% + legal and filing fees

6. Economic Development Partner Fee (non-profit or municipal E.D. organizations): 50% of the origination fee (1%)
7. Amortization Period: 3 to 10 years including grace period
8. Gap Financing: Must be combined with bank approved financing and / or project developer "Equity" of minimum 30% of total project costs.
9. Preference area: adaptive re-use or underutilized building redevelopment
10. Collateral: required; subordination to bank or other debt source is allowed
11. Personal Guarantees: Yes
12. Business Plan Submission: Yes

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# GCEDC

Jim Krencik, Sr. Director, Marketing & Communications

## Audit & Finance Committee Report

December 2, 2025

### **E3communications GCEDC Public Relations and Social Media Services Contract**

**Discussion:** e3communications, a professional media and public relations firm/consultant, has submitted a proposal for 2026 services related to public relations, sales and marketing content, and marketing services for the Genesee County Economic Development Center.

In 2025, e3communications supported GCEDC staff with GCEDC planning, sales and marketing, and government/stakeholder relations. e3communications also maintains GCEDC's targeted media presence to audiences in project development and the greater public on LinkedIn and Facebook.

The services provided to the GCEDC were previously split between two contracts, 1) for the GCEDC at \$2,000/month and 2) for STAMP at \$2,000/month. The proposal for 2026 is a single contract at \$4,000/month.

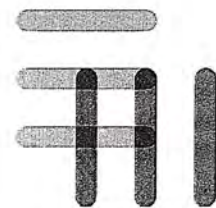
**Fund Commitment:** \$48,000 fund commitment. Funding is available and budgeted in the 2026 GCEDC Marketing - Operations budget for the full contract.

**Board Action Request:** Approval of a contract for services for the Jan. 1, 2026 to Dec. 31, 2026 period at \$4,000 per month.

# PROPOSAL

## Genesee County EDC

November 20, 2025



**e3communications**

Public Relations Public Affairs

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November 20, 2025

Mr. Mark Masse  
President and CEO  
Genesee County Economic Development Center  
99 MedTech Drive, Suite 106  
Batavia, NY 14020

Dear Mark:

Thank you for the opportunity for e3communications to submit a proposal for public relations and social media services to the Genesee County Economic Development Center.

If you have any questions regarding the proposal/scope of services outlined below, please do not hesitate to contact me.

We look forward to once again having the opportunity of collaborating with you.

Sincerely,

Earl V. Wells III  
President  
716-854-8182  
ewells@e3communications.com

CC: Lezlie Farrell, CPA, Executive VP & CFO, GCEDC  
Jim Krencik, Senior Director of Marketing and Communications, GCEDC

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## About e3communications

### Who We Are

e3communications is a full-service public relations, social media and public affairs agency based in Buffalo, NY. e3communications is intentionally small so that our clients never feel lost in the shuffle. Our goal as a business is to provide our clients with value and we pride ourselves on maintaining the highest levels of client service.

### What We Do

We have a very simple business model, focusing our services on public relations, public affairs, and the various disciplines under these professional practices, including:

- Media Relations & Publicity
- Public Police Communications
- Social Media
- Crisis Communications
- Strategic Development & Planning
- Community Relations
- Reputation Management
- Issues Management
- Public Outreach & Community Engagement
- Coalition Management
- Grassroots Organizing
- State & Local Government Affairs
- Legislative Tracking
- Media Training

### Our Approach

The most important part of a client/agency relationship is being able to regularly share information and plan accordingly. To maintain this open line of communications for earned media/publicity and social media purposes, we recommend conducting a weekly conference call at a regularly scheduled time. These calls do not supplant ongoing communications between our respective teams.

A project tracking document would be used for these calls to monitor our progress on these various items. These calls are typically a half-hour. These communications provide the opportunity to talk through strategy regarding news, events, updates, etc.

This approach builds a solid foundation to fulfill our obligations to our clients by providing them with value for their investment in our services.



## Strategic Objective/Tactics

The strategic objective of the public relations and social media program is to generate and sustain awareness about the positive impacts of the work of the GCEDC among its stakeholders, including businesses, economic development officials, elected representatives and taxpayers.

### Public Relations Scope of Services

- Continue participating in weekly social media planning meetings, including updating of project tracking document.
- Continue participating in weekly stakeholder meetings to discuss various issues impacting agency projects.
- Write and issue pre-board meeting and post-board meeting news releases to Genesee County and regional media outlets about projects being considered by the GCEDC.
- After releases are distributed, make outreach to reporters to facilitate interviews on behalf of GCEDC spokespeople.
- Discuss strategy and messaging in response to media inquiries on the various issues that could portray the agency in a negative light.
- When determined appropriate, assist in coordinating photo opportunities/ ribbon cuttings/grand openings/ground breakings for selected projects. This includes, but is not limited to:
  - Writing and issuing media alerts
  - Writing and issuing a news releases
  - Developing a program and agenda
  - Writing scripts
  - Coordinating on site logistics
  - Follow-up calls to media outlets to gauge attendance
  - On site to coordinate media and requests for interviews
  - On site to shoot video and post-event editing for social media content
  - Compile news clips and articles from events
- On a quarterly basis, write and issue an opinion piece or letter to the editor about the work of the agency e.g., economic impact on the region.

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- Pitch reporters about stories that portray the agency in a positive light e.g. company successes, programs and services, etc.

### **Social Media Scope of Services**

- Create and design graphics and content for monthly calendars for agency social media channels (Facebook and LinkedIn).
- Attend various events to photograph and shoot and edit and upload video to agency social media channels.
- Monitor follower comments/engagement on social media channels and respond appropriately when needed.
- Provide a monthly social media analytics report, highlighting the growth of likes/followers, and then providing snapshots of posts with the greatest reach.

### **Budget:**

e3communications respectfully requests a flat monthly fee of \$4,000 to implement the scope of services outlined above. Please note there is no cap on the number of hours rendered on a monthly basis.

This agreement shall be in effect from January 1, 2026 through December 31, 2026. Either party can terminate the agreement with 30 days written notice.

Please note the fee does not include out of pocket costs for expenses incurred by the agency.

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## ENGAGEMENT LETTER / CONSULTING AGREEMENT

This Agreement is made this December 4, 2025, for the period January 1, 2026, through December 31, 2026, between the **Genesee County Economic Development Center** (the "Company"), having its principal place of business at 99 MedTech Drive, Batavia, NY 14020 and **Sheila Eigenbrod**, (the "Consultant"), having a principal place of business at 210 Wyoming St., Warsaw, NY 14569 (collectively, the "Parties").

### COMPENSATION AND SERVICES RENDERED:

The Consultant hereby agrees to perform the following services, as required:

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

For the services provided to the Company, the Company, agrees to pay the Consultant based upon presentation of a monthly invoice based on the following fee schedule and conditions:

### Fee Schedule:

1. A maximum of Five Hundred Twenty-Five dollars (\$525.00) per day. Partial days will be billed at an hourly rate of Seventy-Five Dollars (\$75.00) per hour.
2. Total remuneration is not to exceed Thirty-Five Thousand Dollars (\$35,000.00), for the period January 1, 2026, through December 31, 2026.

The Consultant understands and agrees that the Company may provide a 1099 to the Consultant which shall include all compensation as well as expenses paid by the company, and it will be the responsibility of the Consultant to maintain adequate records to substantiate all business-related expenses for tax purposes.

### TERM

This Agreement shall remain in effect through **December 31, 2026**, or until terminated by providing a thirty (30) day written notice of termination with the date of receipt by the recipient party indicating the initiation of the notice period, by either party to this Agreement. This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties.

If the Parties have failed to renew, modify, or terminate this Agreement, for any reason, prior to the Termination Date, then this Agreement shall continue in force until such time as it is terminated in accordance with its provisions.

### WARRANTIES BY THE CONSULTANT

The Consultant represents and warrants to Company that Consultant will provide services to Company in a professional, competent, and timely manner; that the Consultant has the power to enter into and perform this Agreement, and that the Consultant's performance of this Agreement shall not infringe or violate any federal, state, or municipal laws. The Consultant shall make no promise or warranty concerning Company's business activity, service, or product outside the scope of their responsibilities and the Consultant acknowledges that it has no authority to bind Company to any such promise or warranty made by the Consultant.

### INDEPENDENT CONTRACTOR / CONFLICTS OF INTEREST

The Consultant acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. The Consultant further acknowledges that the Consultant is not to be considered an employee of the Company, is not entitled to any employment rights or benefits, and that this undertaking is not a joint venture.

The Consultant understands that the Company shall not provide employment related insurance, including but not limited to worker's compensation insurance, and agrees to provide adequate insurance coverage for his own activities.

## **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AND COVENANT NOT TO COMPETE**

The Consultant acknowledges that in and as a result of its association with Company, Consultant will be making use of and acquiring confidential information of a special and unique nature and value relating to such matters as

1. Company's patents, copyrights, proprietary information, trade secrets, systems, procedures, manuals, confidential reports, customer lists and price lists (which are deemed for all purposes confidential and proprietary), as well as the nature and type of products and services rendered by Company; and
2. The equipment, business practices and methods used and preferred by Company's customers, and the fees paid by them.

As a material inducement to the Company to enter into this Agreement and to pay to the Consultant the compensation stated in Paragraph 1, Consultant covenants and agrees that the Consultant shall not, at any time during or following the term of this Agreement for a period of two (2) years:

1. Directly divulge or disclose for any purpose whatsoever any confidential information that has been obtained by, or disclosed to, it as a result of its association with Company **other than that information specifically required as a part of this consulting engagement to individuals only and expressly with a need to know.**

Or

2. Make use of any such confidential information to compete, either directly or indirectly, with the Company.

The Parties further agree that the Consultant shall not be requested or required to, and shall not, divulge or disclose any information available to the Consultant in violation of any valid and enforceable confidentiality agreement between the Consultant and any other Party.

## **OWNERSHIP OF WORK PRODUCT**

The Consultant agrees that the Consultant's work product produced in the performance of this Agreement shall remain the property of Company, and that the Consultant will not sell, transfer, publish, disclose, or otherwise make the work product available to third parties without Company's prior written consent.

## **ARBITRATION**

Any controversies or claims relating to any aspect of the Agreement, or to its breach, or the relationship created between the Parties shall be settled by arbitration under the rules of the American Arbitration Association. The Parties agree to abide by the arbitrator's decision and also agree that a judgment may be entered upon the award in any court having jurisdiction.

The Parties agree that neither Party shall act to terminate or modify the nature of the parties' course of performance under this Agreement during the pendency of an arbitration, it being the parties' intent to preserve the status quo so as not to jeopardize the rights of either party for the period from the commencement of an arbitration to the entry of the arbitration award.

## **NOTICES**

All notices between the Parties shall be in writing and effective when sent by certified mail to the addresses above stated unless such addresses are changed by written notification to the other Party.

## **WAIVER**

No failure of either party to exercise any power hereunder or to insist upon strict compliance by the other party with any obligation or provisions hereunder, and no custom or practice of the parties at variance with the terms hereunder shall constitute a waiver of the right to demand exact compliance with the terms hereof.

## **INDEMNIFICATION**

Company will indemnify and hold harmless the Consultant from and against all liabilities and expenses, including reasonable attorneys' fees ("Liabilities"), arising out of any claim by anyone not a party to this Agreement, including third parties, considering (i) Company's material breach or default, (ii) violation of law or regulation applicable to Company, and (iii) representations, guarantees or warranties provided by Company, excluding Liabilities arising out of, or in connection with any gross negligence or willful misconduct of the Consultant.

The Consultant shall indemnify and hold Company and its affiliates and their agents, employees, officers, managers, successors and assigns from and against all Liabilities arising out of, or in connection with, any (i) Consultant's material breach or default, or (ii) violation of law or regulation applicable to the Consultant, excluding Liabilities arising out of, or in connection with, any negligence or willful misconduct of Company.

This indemnity shall survive the termination of this Agreement. The obligation of either party to indemnify the other shall not apply to the extent the loss is due to either party's: a) failure to adhere to the terms of this Agreement; b) failure to comply with any applicable government requirements; or c) negligence or willful misconduct of a party, its directors, officers, agents, or employees.

## **ABILITY TO ENTER AGREEMENT**

The parties executing this Agreement hereby covenant and warrant that each respective company has full right and authority to enter into this Agreement, and that each of the persons signing on behalf of the corporation are duly authorized to do so.

## **RELATIONSHIP OF PARTIES**

This Agreement is not intended to constitute or create a joint venture, pooling arrangement, partnership, agency, or business organization of any kind. Sheila Eigenbrod and Company shall be independent contractors for all purposes and neither party shall act as or hold itself out as agent for the other or create or attempt any obligations or liabilities on behalf of the other party.

## **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.

**ASSIGNMENT**

Neither party may assign this Agreement or its obligations hereunder to any entity, except a corporate subsidiary, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by acts of God, war, Internet or electrical power disruptions, terrorism, civil disorder or disturbance, riot, labor disputes, acts or omissions of the other party or acts or omissions of any third party.

**GOVERNING LAW**

This Agreement will be governed by the laws of the state of New York, excluding application of its conflict of laws provision.

**ENTIRE AGREEMENT**

This Agreement contains the Parties' entire understanding and may not be modified except in written form signed by both.

**IN WITNESS WHEREOF, Genesee County Economic Development Center** and Sheila Eigenbrod have duly executed this Agreement as of the first day and year written above.

Dated:

**Consultant: Sheila Eigenbrod**

By: \_\_\_\_\_  
Sheila Eigenbrod  
Consultant

Dated:

**Company: Genesee County Economic Development Center**

By: \_\_\_\_\_  
Mark Masse  
President & CEO

Mark Masse

**GCEDC Audit & Finance Committee**

**Application for BP2 funding**

**Discussion:** The Batavia Development Corp. (BDC) has submitted a completed application (attached) to utilize \$75,000 of BP2 funds towards a mall renovation project. The funding can be used for a number of items per the agreement. The items that apply to this application are that it can be used as matching funds to secure other grant resources to further capitalize redevelopment projects within the BOA, in this case the mall improvements. There is currently \$95,375 available in the account.

**Fund commitment:** \$75,000.

**Committee action request:** Recommend approval to the full Board of the BP2 funding to the BDC for the mall improvement project.

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Submitted to  
GCEDC  

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10.30.25

**BATAVIA PATHWAY TO PROSPERITY CAPITAL AND REINVESTMENT FUND (BP<sup>2</sup>)  
Certificate of Consistency Application**

In February 2016, the CITY OF BATAVIA, the COUNTY OF GENESEE, the BATAVIA CITY SCHOOL DISTRICT, the GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (GCEDC) and the BATAVIA DEVELOPMENT CORPORATION eagerly executed an inter-municipal agreement to facilitate the remediation, rehabilitation and redevelopment of real estate, targeting blighted and/or contaminated properties in the New York Department of State designated City of Batavia Brownfield Opportunity Area (BOA). As such, redevelopment may be induced to leverage private investments involving retail, commercial, mixed use residential and/or industrial businesses in order to promote and provide for additional and maximum employment opportunities, improve real estate conditions, expand the tax base, increase business activity and enhance neighborhood vitality.

Through collective partnership and cooperation, the above Parties agreed to repurpose a portion of the City, County and School Payment In Lieu Of Taxes (PILOT) receipts to capitalize an infrastructure improvement fund to be utilized for the undertaking of Project related improvements, including, but not limited to:

- a) Extraordinary development costs related to hazardous material abatement, remediation, flood hazard areas, etc.;
- or
- b) Demolition / rehabilitation of vacant buildings that cause community and neighborhood blight; or
- c) Infrastructure modernization and improvements including all costs related to plan, design and construct roadways, multi-modal, water, sewer, gas, electric, telecommunication enhancements, storm water management facilities and related green infrastructure including landscaping and streetscape improvements related to redevelopment projects; or
- d) Project related engineering and implementation costs related to the Ellicott Trail, a federally sponsored pedestrian trail through the City's urban core; or
- e) Matching funds to secure other grant resources to further capitalize redevelopment projects in the BOA area; or
- f) Land assemblage, property acquisition and due diligence for GCEDC Projects consistent with the BP2 Agreement.

Therefore, prior to project commencement, Project Investors seeking reimbursement for such extraordinary redevelopment costs and infrastructure improvement expenses must receive a "Certificate of Consistency" as authorized by the Batavia Development Corporation to supplement its GCEDC *Application for Financial Assistance*.

Please complete the **Certificate of Consistency Application** (page 2) and return a signed copy to:

Batavia Development Corporation  
One Batavia City Centre  
Batavia, NY 14020

director@bataviadevelopmentcorp.org  
Fax: 585-343-8182

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**Certificate of Consistency Application**

Applicant Company/ Project Investor:	Batavia Development Corporation		
Address:	One Batavia City Centre	City: Batavia	State: NY Zip: 14020
Contact Person:	Tammy Hathaway	Phone: 585-813-8054	
Email:	<a href="mailto:director@bataviadevelopmentcorp.org">director@bataviadevelopmentcorp.org</a>		
PROJECT NAME:	DRI Continuation of City Centre Revitalization		
PROJECT ADDRESS:	One Batavia City Center, Batavia, NY 14020 (Concourse)		

**How was the project initiated?**

<input checked="" type="checkbox"/> Request for Proposal	Which agency coordinated outreach?	Batavia Development Corporation
<input type="checkbox"/> Market Driven	Report or data referenced leading Investor to select Batavia project site?	
<input type="checkbox"/> Business/Agency Referral	Which entity made initial contact to applicant?	City of Batavia

**Project Description:** (attach project narrative highlighting infrastructure & other extraordinary costs, site plans and renderings)

**Project Cost Overview:**

	Area/Size	Estimated Investment	Anticipated Source
Land/Building Acquisition			
Remediation & Demolition			
Site Work & Public Infrastructure			
Renovation	Approx. 8000 sqft	\$1.4 million	ESD=\$250,000 City of Batavia= \$1.11 million BP2= \$75,000
New Construction			
Other:			
<b>TOTAL</b>	8000 sqft	\$1.4 million	\$1.4 million

**Anticipated Project Milestones:**

	Activity/Approvals	Estimated Date Complete
Land/Building Acquisition		
Remediation & Demolition		
Site Work & Public Infrastructure		
Renovation	Continuation of DRI place-making project to update and enhancement public City Centre space. Ceiling, walls, floor, sprinkler system, HVAC and public restrooms will be updated or replaced. ESD and City of Batavia funding have been approved. Work scope is being finalized for bidding process (bid process begins December 1, 2025).	Summer of 2026
New Construction		
Other	Additionally, the BDC has received a placemaking grant for an art installation and has partnered with four artists who have individually received awards to utilize the concourse as art gallery space.	Summer of 2026

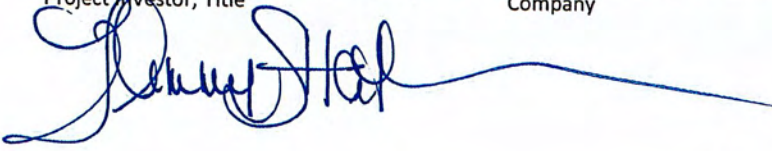
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I Tammy S. Hathaway (Project Investor) of Batavia Development Corporation (Company)  
certify that the information reported in this application is accurate and true as of 10.30.25 (date).

Director of Economic Development Batavia Development Corp.  
Project Investor, Title Company

10.30.25  
Date



# BATAVIA DEVELOPMENT CORPORATION

One City Centre  
585-345-6380 Batavia, NY 14020  
www.bataviadevelopmentcorp.org

Office:

## **Project Narrative:**

The City Centre revitalization project represents a vital economic investment in Batavia's downtown and its small, independent businesses. By upgrading ceilings, floors, and bathrooms, the project will transform the concourse into an inviting indoor destination that supports year-round activity.

Each privately owned parcel within City Centre has the potential to serve as an incubator space, attracting entrepreneurs and fostering innovation. A revitalized concourse will also strengthen community life by hosting art installations, indoor concerts, markets, and nonprofit events, creating a vibrant hub for residents and visitors alike.

These improvements will increase foot traffic, attract new investment, and enhance the overall vitality of downtown Batavia as a place where businesses thrive and families and professionals choose to live, work, and gather.

## **Compensating Factors:**

The City Centre site is identified as a Batavia Opportunity Area and was one of the approved projects in the 2018 Downtown Revitalization Initiative (DRI). The site is surrounded by projects receiving funding from a variety of sources, including: NYMS Building Improvement grants, OCR Anchor grants, Empire State Development (ESD) Capitol Investment and Restore grants, DRI and local building improvement grants through the City's Revolving Loan Fund.

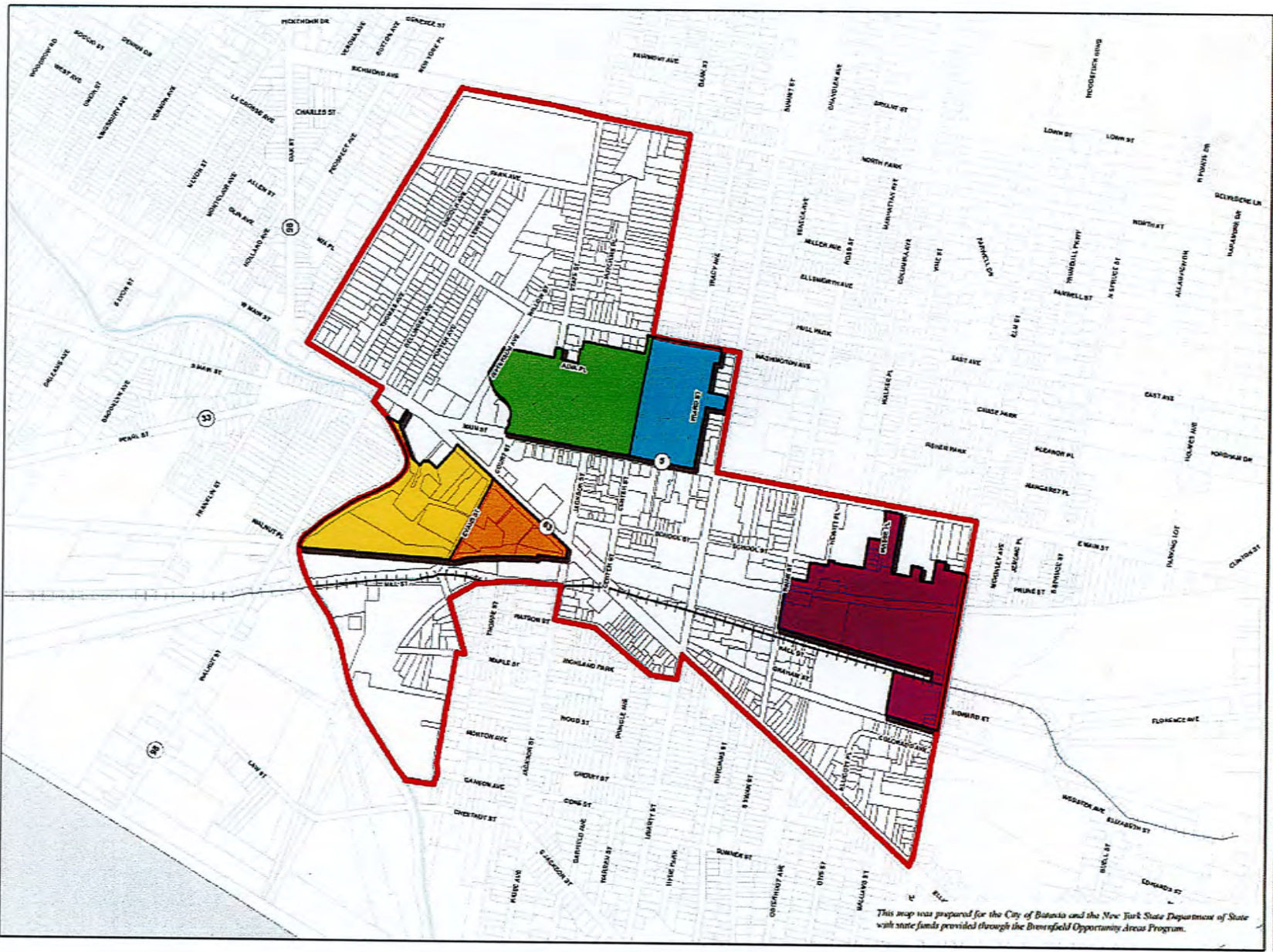
Two new businesses have recently opened in the City Centre: Game of Throws ax throwing and Euphoria Bar and Lounge. Soon, the renovated Sunny's restaurant is scheduled to open as well.

Recently, a project application for redeveloping the vacant JCPenney's store located in the City Centre was submitted and accepted by ESD for the State's ACHIEVE Program. Should this project get funded, it will supplement the cost of redeveloping the store into a multi-story hotel with event center.

*The Batavia Development Corporation is an equal opportunity provider and employer.*

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Ave, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or by email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

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**LABELLA**  
Associates, D.P.C.

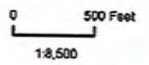
**CITY OF BATAVIA**  
**BATAVIA**  
**OPPORTUNITY AREA**  
**NOMINATION STUDY**



Strategic Sites

- BOA Nomination Study Area
- DeLafield Park
- DeLafield Park
- City Center
- Moores Corner
- Harvester Center

Source:  
1. Original BOA Charters - Edited by  
Labella to reflect zoning committee  
revisions



**Labella Project No:**  
**212645**

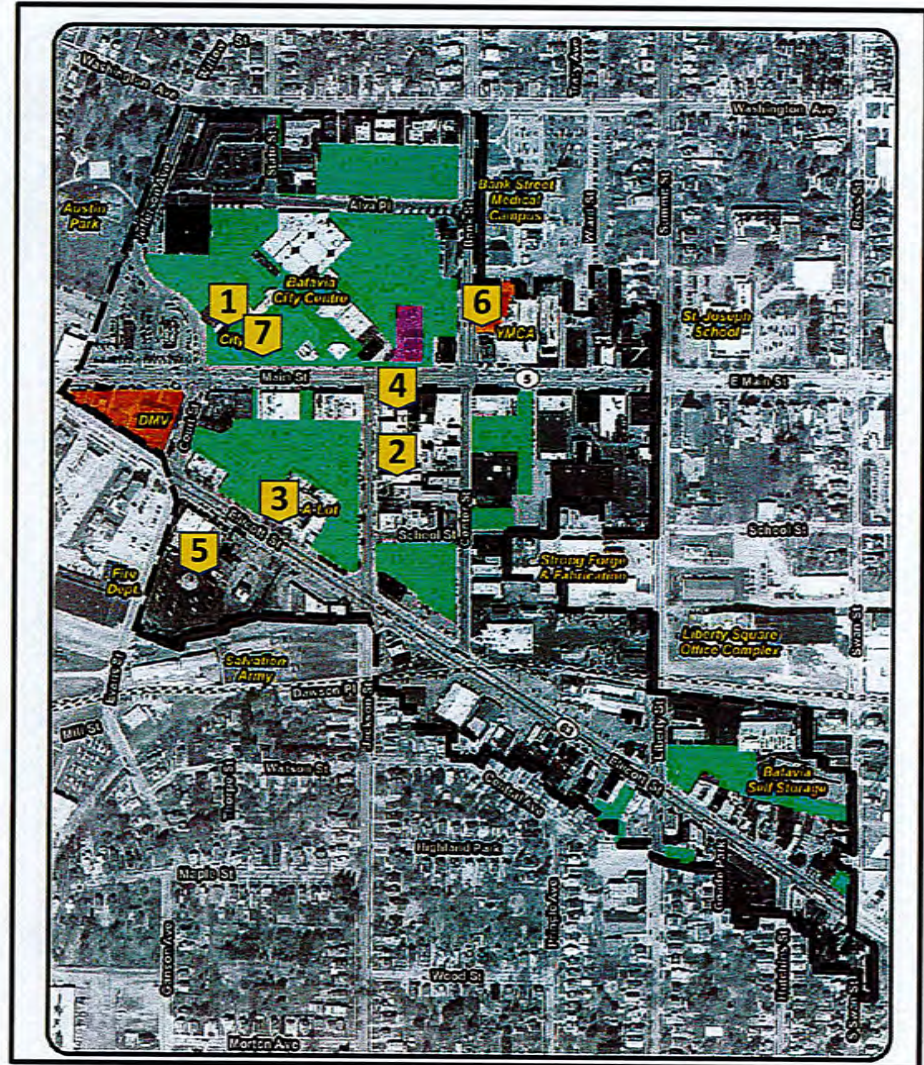
*This map was prepared for the City of Batavia and the New York State Department of State with state funds provided through the Breenfield Opportunity Areas Program.*

FILE: P:\BATAVIA\_OA\212645\BATAVIA\_MAP\_2010\_10\_20\_SHP\BATAVIA

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### DRI Boundary Map:

- Highlights public space
  - Encompasses core downtown and the Business Improvement District
  - DRI Projects:
    1. City Centre Revitalization
    2. Jackson Square- outdoor entertainment venue
    3. Ellicott Place City View Apartments
    4. Carrs Reborn- Main St apartments and renovated commercial space
    5. Ellicott Station Apartment Complex
    6. Healthy living Campus collaborative between Rochester Regional Health and GLOW YMCA
    7. Main St. 56 Theatre performing arts center
- \*5 additional projects were completed in the DRI Building Improvement Fund



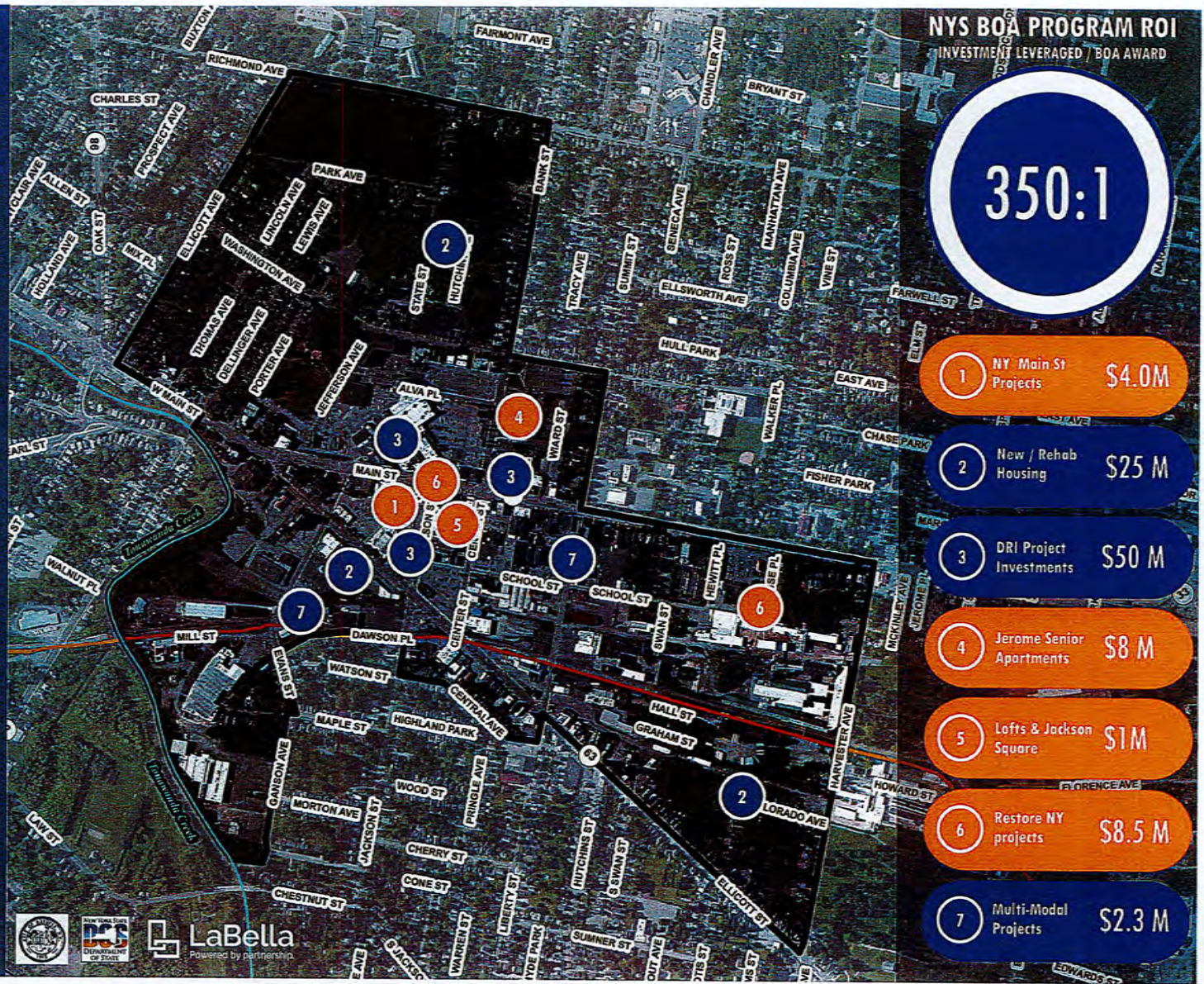
MUNICIPALITY: CITY OF BATAVIA  
 NYS REGION: FINGER LAKES

# BOA SUCCESS

## BATAVIA OPPORTUNITY AREA IMPLEMENTATION PROJECTS

The City of Batavia has taken advantage of the BOA Program to attract new uses and businesses. Since the BOA program started in 2009 approximately \$100 million in public and private investment has been made in the Batavia Opportunity Area, including investments of more than \$50 million for DRI projects

- PUBLIC/PRIVATE PROJECT
- PUBLIC PROJECT



## 2025 APA NYU CHAPTER AWARDS

Comprehensive Planning Category | City of Batavia Comprehensive Development

**A RESOLUTION TO ACCEPT AN EMPIRE STATE DEVELOPMENT INCENTIVE PROPOSAL FOR THE CITY CENTRE REVITALIZATION PROJECT, DESIGNATE A SIGNATORY ON THE GRANT, APPROVE THE FUNDING OF THE PROJECT WITH THE APPROPRIATION OF CITY CENTRE FUND BALANCE AND THE USE OF FACILITY RESERVES AND TO AMEND THE 2024/2025 BUDGET**

**Motion by Councilmember**

**WHEREAS**, the City of Batavia has been offered an incentive proposal from New York State and Empire State Development (ESD) in the amount of \$250,000 under the Regional Council Capital Grants for Pro Housing Communities - Capital Grant; and

**WHEREAS**, the proposed funding will support the renovation of the City Centre concourse, including flooring, lighting, and roofing enhancements, contributing to the revitalization of public infrastructure; and

**WHEREAS**, acceptance of this grant is conditional upon compliance with applicable program requirements, including environmental, historic, and smart growth review, non-discrimination and contractor diversity commitments, financial disclosures, and the submission of a \$250 application fee and a 1% commitment fee of \$2,500; and

**WHEREAS**, the City of Batavia acknowledges the necessity of providing matching funds of \$250,000; and

**WHEREAS**, pursuant to General Municipal Law 6, the City of Batavia has an established Facilities Reserve For replacement of public facilities, which currently has a balance of approximately \$1,190,000; and

**WHEREAS**, the entire project, called City Centre Revitalization, has a total project budget of \$1,410,000 which includes building renovation costs, engineering costs and is inclusive of previous approved spending noted below with an \*. The sources of revenue to complete this project are as follows:

Empire State Development Grant	\$ 250,000
Facility Reserves (includes Grant Match)	\$ 575,000
City Centre Appropriated Fund Balance	\$ 100,000
BDC Revolving Loan Fund/PB2	\$ 75,000
Theatre Roof using Facility Reserves	\$ 310,000*
HVAC for Theatre 56	\$ 100,000*
Total	\$1,410,000

**WHEREAS**, the City of Batavia recognizes the importance of the proposed improvements to enhance the usability, safety, and sustainability of the City Centre for residents and visitors;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Batavia hereby accepts the Empire State Development incentive proposal for the City Centre Revitalization Project; and

**BE IT FURTHER RESOLVED**, that the City Manager is designated as the signatory on all grant documents related to this project and is authorized to sign all necessary documents and take any required actions to facilitate the acceptance and implementation of this grant, ensuring compliance with ESD conditions and requirements including M/WBE and SDVOB goals; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Batavia that the City Manager is hereby authorized to appropriate City Centre Fund Balance in the amount of \$100,000, use \$600,000 of Facility Reserves and make the following budget amendment effective March 10, 2025:

Increase revenue account:

A.00.0000.0000 0511-2106    Appropriate Facility Reserves                      \$600,000

Increase expenditure account:

A.01.9950 900-2106                      Transfers out Facility Reserves                      \$600,000

**Seconded by Councilmember  
And on roll call**

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**Project Name:** REDC Round 14 ESD Capital  
Improvement Grants for Pro-Housing  
Communities City Centre

**Project ID:** CFA#138113

**Company Name:** City of Batavia

**Date:** 1/16/2025

**Project Budget (Projected)**

Empire State Development asks grant recipients for detailed budget and project information to update and confirm our project records, and to assess an appropriate Minority & Women-Owned Business Enterprise (MWBE) subcontracting goal. Please complete the form below and describe your anticipated expenditures by category, including as much detail as available. Feel free to add lines as needed and include NAICS and NIGP codes where available.

<b>Total Project Budget</b>		
<b><u>Budget Item/Category</u></b>	<b><u>Budget Value (\$)</u></b>	<b><u>Notes &amp; NAICS/NIGP Codes (If available)</u></b>
<b>Real Estate Acquisition:</b>	\$	
1.		
<b>Construction / Renovation</b>		
<i>Identify cost projections and NAICS codes, if known and available, for applicable categories in the list below.</i>		
1. General Requirements (i.e. temporary facilities and controls)		
2. Concrete and Masonry (i.e. precast and stone)		
3. Metals (i.e. structural steel, beams & decorative)		
4. Thermal and Moisture Protection (i.e. waterproofing)		
5. Doors and Windows (maintenance, repair, installation, or replacement)		
6. Finishes (i.e. painting and flooring)		
7. Mechanical (ex. Plumbing and HVAC) and Electrical		
8. Other:		
<b>Infrastructure / Site Work:</b>	<b>\$1,235,000</b>	
1. Concourse Interior Lighting	\$100,000	
2. Concourse Interior Ceiling Improvement	\$250,000	
3. City Centre Concourse Public Restrooms	\$250,000	
4. City Centre Floor and Paint	\$225,000	
5. Theatre 56 HVAC and Roof	\$410,000	

<b>Machinery &amp; Equipment Acquisition:</b>	\$	
<i>Provide a list of all expected machinery &amp; equipment to be purchased:</i>		
1.		
2.		
<b>Furniture, Fixtures, &amp; Equipment:</b>	\$	
<i>Provide a full list of items/needs (e.g. desks, chairs, computers)</i>		
1.		
2.		
<b>Consulting/Professional Services</b>	<b>\$180,000</b>	
<i>Provide a full list of Consultants and/or Professional Services to be utilized (e.g. legal, architectural, engineering, marketing services)</i>		
1. Design and Engineering	\$150,000	
2. Construction Inspection	\$30,000	
<b>Other Project Costs:</b>	\$	
<i>Provide a full list of other project costs</i>		
1.		
2.		
<b>Total Estimated Cost:</b>	<b>\$1,415,000</b>	

**ADDITIONAL QUESTIONS**

1. Considering the full scope of the project, what subcontracting opportunities do you foresee will be available for this project? Please describe the type of work and the anticipated dollar amount to be spent on subcontracted project work.

From the outlined project budget of \$1,415,000, a substantial portion (estimated \$1,365,000) is expected to be allocated to subcontracted construction and professional services. The remaining funds may go toward direct project administration or smaller line items not involving subcontracting.

This scope reflects opportunities for subcontractors across multiple trades and specialties, aligning with the goal of achieving MWBE participation.

2. What, if any, specialized activities will need to be completed as part of this project? Please describe any specialized work, and the estimated value of this work. Please provide this information for the entire project, and not just the portion of the project funded with ESD support.
  1. **Lighting Installation and Ceiling Improvements**
    - a. Electrical work to install new lighting and structural work for exposed ceiling enhancements in the concourse.
    - b. **Estimated Value:** Lighting (\$100,000), Ceiling Improvements (\$250,000).
  2. **Concourse Public Restroom Upgrades**

- a. Plumbing and general construction work to modernize the public restrooms in the City Centre concourse.
- b. **Estimated Value:** \$250,000.
- 3. **Specialized Finishes and Flooring**
  - a. Installation of specific finishes and flooring to enhance the aesthetic and functional appeal of the concourse.
  - b. **Estimated Value:** \$225,000.
- 4. **Specialized Design and Engineering Services**
  - a. Architectural and engineering activities for creating detailed plans and designs for construction.
  - b. **Estimated Value:** \$150,000.
- 5. **Construction Inspection Services**
  - a. Inspection and quality assurance activities to ensure compliance with design specifications and safety standards.
  - b. **Estimated Value:** \$30,000.
- 6. **HVAC Installation for Theatre 56**
  - a. Specialized mechanical work to install and configure heating, ventilation, and air conditioning (HVAC) systems for Theatre 56.
  - b. **Estimated Value:** \$100,000.
- 7. **Roof Replacement for Theatre 56**
  - a. Specialized roofing work to replace a section of the roof above Theatre 56, ensuring weatherproofing and structural integrity.
  - b. **Estimated Value:** \$310,000.

- 3. What, if any, proprietary and/or specialized equipment or materials does your firm anticipate purchasing for the project? Please list and describe the equipment/materials.  
None anticipated at this time.
- 4. Who will install and test the machinery and equipment? Will they require specific credentials? What is the amount budgeted for equipment installation?  
N/A
- 5. Please identify any additional public sources of funding for this project and any specific requirements tied to that funding (e.g., such as local hiring limitations).

The following public sources of funding have been identified for the City Centre Revitalization Project, along with their associated requirements:

- 1. **City Revenue (Facility Reserve and Equipment Reserve – \$700,000):**
  - o This funding, allocated from city reserves, supports both general construction and equipment-related needs, such as HVAC installation. All expenditures must comply with internal procurement policies set by the City of Batavia.
- 2. **Empire State Development (ESD) Pro-Housing Grant (\$250,000):**
  - o Projects funded by ESD must meet Minority and Women-Owned Business Enterprise (MWBE) utilization goals, typically 30% of the total grant award. Adherence to ESD-defined project timelines and reporting requirements is mandatory.
- 3. **Revolving Loan Fund - BOA Projects (\$50,000):**

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- This funding is tied to redevelopment within the Brownfield Opportunity Area (BOA).

These funding sources ensure that the project is supported by both local and state contributions, with adherence to procurement, regulatory, and reporting standards critical for successful implementation.



February 14, 2025

Eugene Jankowski, City Council President  
City of Batavia  
One Batavia City Centre  
Batavia, NY 14020

Dear Mr. Eugene Jankowski:

On behalf of New York State and Empire State Development, please let me express our enthusiasm for working with you and the City of Batavia to undertake its business development project in New York State as described in the attached Incentive Proposal.

To encourage you to proceed with the project, we are offering the City of Batavia incentives valued at up to \$250,000.

Please review the attached Incentive Proposal to see how New York State and Empire State Development are proposing to assist City of Batavia in the development of its project in New York State. If you choose to proceed under the terms outlined in the Incentive Proposal, please acknowledge your decision by signing the attached Incentive Proposal and returning one copy to me by April 14, 2025. As noted in this Incentive Proposal, funding for this project is subject to the availability of funds, completion of any applicable requirements regarding smart growth, environmental and historic review, non-discrimination and contractor diversity, and other applicable statutes, ESD Directors approval and compliance with program requirements.

Please send a \$250 Application Fee payable to Empire State Development, with the project number listed in the Memo line, directly to: Empire State Development, P.O. BOX 5583, New York, NY 10087-5583.

We look forward to working with you on this exciting project and can be reached at 585-399-7057 or [gregory.albert@esd.ny.gov](mailto:gregory.albert@esd.ny.gov) at your convenience.

Very truly yours,

Greg Albert

cc: Glendon McLeary

Attachments

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Recipient Name: City of Batavia

General Information			
<b>Contact Name &amp; Mailing Address:</b>	Eugene Jankowski, City Council President City of Batavia One Batavia City Centre Batavia, NY 14020		
<b>Email:</b>	ejankowski@batavianewyork.com	<b>Telephone No:</b>	(585) 345-6330
<b>Type of Business:</b>	Municipality		
<b>Project Location(s):</b>	<b>NYS Region:</b> Finger Lakes 1 Batavia City Ctr Batavia, NY 14020		
<b>Project Description:</b>	The City of Batavia will upgrade the City Centre community space, including flooring, lighting and roofing enhancements.		
Project Information* <span style="float: right;">*Based on the Company's project information submissions of a CFA or PIW</span>			
<b>Net New Full-time Permanent Employee Job Commitment (For Excelsior projects, refer to attached Preliminary Schedule of Benefits):</b>  New positions may not be filled by transferring employees from other New York State locations.	N/A	<b>Permanent Full-time equivalent employees at all NYS Locations:</b>	N/A
<b>Permanent Full-time equivalent employees at Project Location(s):</b>	N/A	<b>Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s):</b>	N/A
<b>PROJECT BUDGET:</b>  <i>THE FOLLOWING COSTS WILL BE INCURRED TO COMPLETE THIS PROJECT</i>	<b>BUILDING RENOVATION:</b>	\$850,000	
	<b>DESIGN AND ENGINEERING:</b>	\$150,000	
	<b>TOTAL ESTIMATED COST:</b>	\$1,000,000	
<b>Project Commencement Date:</b>	March 2025	<b>Project Completion Date:</b>	December 2025
<b>Projected ESD CEO Approval Date:</b>	January 2026		
<b>Time Period Required for Employment at Project Location (Excelsior Jobs Program):</b>	N/A	<b>Time Period Required for Employment at Project Location (Grant Funds):</b>	N/A

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Incentives	
Grant Funding Source:	Regional Council Capital Grants for Pro Housing Communities- Capital Grant
Grant Award Amount Up to:	\$250,000
Grant Disbursement Schedule:	Funds will be disbursed in lump sum upon project completion, as described in the Project Description and Project Budget listed above and as evidenced by attainment of a certificate of occupancy and/or other documentation verifying project completion as ESD may require, and documentation verifying project expenditures of \$1,000,000.

**Total Incentive Offer**

ESD:	\$250,000.00	IDA Sales Tax Exemption:	
Empire Zones:		PILOT:	
OCR:		Utility:	
NYSERDA:		Municipality:	
NYPA:		Local Development Corp.:	
Total NYS:		Total Non NYS:	

**Total of All Incentives:** \$250,000

**For ESD<sup>1</sup> Internal Use Only:**

Job Growth Track	<input type="checkbox"/>	Investment Track	<input type="checkbox"/>	Project # 138,775	CFA # 138113
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**Incentive Proposal – Definitions and Conditions**

**Good Standing:** The recipient is authorized to do business and is in good standing in the State of New York.

**Tax Information:** Recipient agrees to allow the Department of Taxation and Finance to share Recipient tax information with Empire State Development.

**Legal Compliance:** Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws and acknowledges that to remain eligible for these state incentives, the Recipient must continue to be compliant with these laws.

**Environmental, Historic and Smart Growth Review:**

Recipient must comply with any applicable environmental, historic, and smart growth review that is required due to ESD assistance or any other public approval or action. Until this is completed, work on any ESD funded project may not begin.

- For further information about Environmental Review under the State Environmental Quality Review Act (SEQRA), please visit the New York State Department of Environmental Conservation's web site at <https://www.dec.ny.gov/permits/357.html>.
- For further information about Historic Review (consultation process), please visit the New York State Historic Preservation Office's web site at <https://parks.ny.gov/shpo/>.

<sup>1</sup> The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

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- For further information about Smart Growth review under the Smart Growth Public Infrastructure Policy Act, please visit the New York State Department of State' web site at: <https://dos.ny.gov/nys-smart-growth-program>.

### **Grant Program Notices and Conditions/Requirements**

This Incentive Proposal is subject to the availability of funds; completion of any applicable requirements regarding (1) smart growth, environmental and historic review, (2) non-discrimination and contractor diversity, and other applicable statutes, ESD Directors approval and compliance with applicable statutes and program requirements.

#### **Financial Disclosure:**

Financial disclosure, consisting of three years of audited financials or three years of tax returns plus interim financials if the most recent financial report is older than six months, on Recipient and all corporate and personal guarantors deemed acceptable to ESD must be provided prior to ESD Directors' approval.

#### **Recapture:**

Grant funds will be subject to recapture if property is no longer used for its intended purpose or is sold within 5 years of disbursement of funds.

#### **Disbursements:**

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2026. Expenditures incurred prior to December 18, 2024 are not eligible project costs and cannot be reimbursed by grant funds. The Grant is being provided in connection with the project as described in the CFA that funds will only be made available for projects that are undertaken as described in the CFA, except as expressly authorized by ESD.

#### **Equity:**

The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.

#### **Fees:**

The Recipient will provide a \$250 Application Fee, due when this Incentive Proposal is returned and a 1% commitment fee (\$2,500), due after ESD Directors' approval at the time a Grant Disbursement Agreement is executed. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.

#### **Non-discrimination and Contractor Diversity:**

ESD's Non-discrimination & Contractor and Supplier Diversity policy will apply to this project. The Recipient shall be required to use "Good Faith Efforts," pursuant to 5 NYCRR §142.8, to achieve an overall Minority and Women-owned Business Enterprise ("MWBE") participation goal of 30% (\$75,000), in execution of the grant, for any contractual opportunities generated in connection with the project. Additional information can be found [here](#).

The Recipient shall also use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(n), to achieve an overall participation goal of 6% (\$15,000) NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs"), in the execution of the grant, for any contractual opportunities generated in connection with the project. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. A further explanation of the SDVOB reporting requirements is found [here](#).

#### **Environmental, Historic and Smart Growth Review:**

Please note in particular the Environmental, Historic and Smart Growth Review requirements found [here](#) which, if applicable,

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must be satisfied prior to starting work on any ESD funded project and ESD Directors' approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.

**Environmental Sustainability:**

ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.

**Insurance Requirements:**

The Recipient shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate and Three Million Dollars (\$3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.

ESD shall be named as additional insureds for ongoing and completed operations under Commercial General Liability and Umbrella Insurance policies. Coverage afforded to these additional insureds will be primary and non-contributory with any other insurance available to such additional insureds, whether such insurance is on a primary, excess, umbrella, or contingent basis. Additional insured coverage for ongoing and completed operations and shall be provided on ISO endorsement forms CG 20 10 and CG 20 37. Recipient will provide additional insured coverage to the fullest extent permitted by applicable law. This insurance shall contain an endorsement waiving all rights of subrogation against ESD.

**Modification:**

ESD reserves the right to review and reconsider the terms of this Incentive Proposal and/or funding for the project in the event of any material changes in the plans, circumstances, grantee or project.

**Reservations of Rights Concerning ESD Funding:**

It is expected the project will proceed as described and within the time frame set forth by the Applicant. If the project or its implementation fails to proceed as planned or is delayed for a significant period of time and there is, in the exclusive judgment of ESD, material change in the project or doubt as to its viability, ESD reserves the right to cancel its Incentive Proposal for such project.

**Next Steps After Accepting this Incentive Proposal:**

Within approximately 30 days of your acceptance of this Incentive Proposal, your Project Manager will acknowledge receipt of the signed Incentive Proposal and will provide a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Directors' approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Directors' approval typically occurs at project completion.

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By signing recipient understands and acknowledges the following

This Incentive Proposal expires April 14, 2025 unless endorsed below and received by ESD prior to the expiration date. The accepted Incentive Proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

Recipient has read and knows the contents of the Incentive Proposal prepared by ESD.

Recipient reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants.

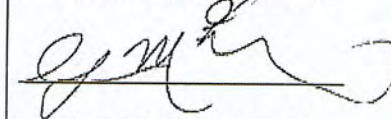
Recipient knows all of the information provided by Recipient or its third-party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions.

Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project. Recipient hereby accepts the Incentive Proposal in its entirety.

Recipient did not finalize the decision to undertake the project described in the Incentive Proposal prior to December 18, 2024

**APPROVED BY:**  
Glendon McLeary  
Vice President and Director of Loans & Grants  
Empire State Development  
655 Third Avenue  
New York, NY 10017  
Phone: (212) 803-3658

**ACCEPTED BY OR ON BEHALF OF:**



Date Signed: February 14, 2025

**ACCEPTED BY:**  
Eugene Jankowski, City Council President  
City of Batavia  
One Batavia City Centre  
Batavia, NY 14020  
Phone (585) 345-6330

I have read and understand the contents of this incentive proposal and accept it, including the attached terms, conditions and program requirements. I certify that the information provided to ESD for the purposes of obtaining such assistance is true and any financial and employment projections were prepared in good faith based on reasonable assumptions. Further I certify that the recipient, to the best of my knowledge, is compliant with all environmental, worker protection and tax laws and authorize ESD to verify such compliance with relevant government agencies. I acknowledge that to remain eligible for these state incentives, the Recipient must continue to be compliant with these laws.

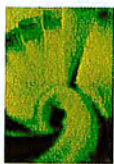
**ACCEPTED BY OR ON BEHALF OF:**



Date Signed: 3/14/2025

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# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECTURE UNLIMITED, LLC

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## AGREEMENT

Made as of the 22<sup>nd</sup> day of March in the year of 2025.

### BETWEEN the Owner:

City of Batavia  
One City Centre  
Batavia, New York 14020

### And the Architect:

Kenneth W. Pearl, RA  
President  
Architecture Unlimited, LLC  
8304 Main Street  
Williamsville, New York 14221

### For the following Project:

The general scope of the project is to be the design and engineering of various improvements at the City Centre Mall within an allowed budget of \$1,125,000.00, *including design and engineering fees*, as follows:

1. Mall Concourse Interior Lighting Improvements -	\$ 100,000
2. Mall Concourse Architectural Ceiling Improvements -	250,000
3. Mall Concourse Public Restrooms -	250,000
4. Mall Concourse Floor and Paint Finishes -	225,000
5. Theatre Roof Replacement -	<u>300,000</u>
	<b>\$1,125,000.00</b>

Professional services shall include architectural, structural, mechanical, electrical, plumbing, fire protection, and hazardous material abatement disciplines for basic design services. These services do not include matters of Chapter 17 NYS Building Code Special Inspections, and/or matters of air monitoring / clearance testing that may be required, and as determined at a later date.

It is anticipated that there shall be one design phase for the project and two separate construction phases for the project, one being the exterior roof project and the other being the interior general construction and plumbing project.

The Owner and Architecture Unlimited, LLC agree as set forth below.

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**TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND  
Architecture Unlimited, LLC (hereinafter known as "Architect")**

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**ARTICLE 1  
ARCHITECT'S RESPONSIBILITIES**

**1.1 ARCHITECT'S SERVICES**

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 11 or Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 12.5.1.

**ARTICLE 2  
SCOPE OF ARCHITECT'S BASIC SERVICES**

**2.1 DEFINITION**

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 13 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

**2.2 SCHEMATIC DESIGN PHASE**

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project if requested. The review of more than two alternative approaches shall constitute additional services subject to conditions set forth in Article 3.

2.2.3 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.4 The Architect shall submit to the Owner a preliminary estimate of Probable Construction Cost based on current area, volume, unit costs, or other measured and/or market presentation.

2.2.5 The Architect shall submit the Schematic Design Documents for the Owner's approval and shall not proceed to the next phase until the Owner's written approval has been received.

**~~2.3 DESIGN DEVELOPMENT PHASE~~**

~~2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.~~

~~2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Probable Construction Cost.~~

~~2.3.3 The Architect shall submit the Design Development Documents for the Owner's approval and shall not proceed to the next phase until Owner's written approval has been received.~~

**2.4 CONSTRUCTION DOCUMENTS PHASE**

2.4.1 Based on the approved Schematic Design Development Documents, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Technical Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Probable Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall submit the Construction Documents for the Owner's approval, and shall not proceed to the Bidding phase until the Owner's written approval has been received.

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2.4.5 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## 2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction, if requested by the Owner addressing bidder questions and issuance of addendum, if needed.

## 2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement, and as requested by the Owner

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and the Architect, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract

Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall attend job meetings not more than twice a month.

2.6.7 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.8 The Architect shall at all times have access to the Work wherever it is in preparation or in progress.

2.6.9 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.10 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due to the Contractor.

2.6.11 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of work is in accordance results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment of the amount certified. However, the issuance of a Certificate for Payment shall not be a representation the Architect has (1) made exhaustive or

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continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to

2.6.12 The Architect shall have the authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractor, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.13 The Architect shall review or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will

meet the performance criteria required by the Contract Documents.

2.6.14 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.15 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate of Payment upon compliance with the requirements of the Contract Documents.

2.6.16 The Architect shall interpret and decide matters concerning the performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.17 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.18 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.19 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.20 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.18, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

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### 3.4 OPTIONAL ADDITIONAL SERVICES

- 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.
- 3.4.2 Providing financial feasibility or other special studies.
- 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5 Providing services relative to future facilities, systems and equipment.
- ~~3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.~~
- 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10 Providing detailed estimates of Construction Cost.
- 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.12 Providing analyses of owning and operating costs.
- 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14 Providing services for planning tenant or rental spaces.
- 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and

balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical, plumbing and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

### ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both

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**ARTICLE 3**  
**ADDITIONAL SERVICES**

3.1 **ADDITIONAL SERVICES** described in this Article are not included in basic services unless so identified in Article 13, and they shall be paid for by the Owner as provided elsewhere in this agreement in addition to compensation for Basic Services.

3.1.1 **Definitions**

3.1.2 Project Representation Beyond Basic Services consist of more extensive representation than is described in 2.5.6 and is not to be construed to be the "clerk of the works" or in any manner related there to. These services will be provided only if authorized or confirmed in writing.

3.1.3 Contingent Additional Services consist of services that are required due to circumstances beyond the Architect's control and will be provided by the Architect without the requirement for approval by the Owner, however except in emergencies the Architect shall notify the Owner prior to commencing such services. If the Owner does not desire the Architect to perform any of these services, or these services are not required, the Owner shall immediately give written notice to the Architect that except in emergencies he shall not provide such service.

3.1.4 Optional Additional Services consists of services that the Owner chooses to require or not require as an option. These services will be provided only if authorized or confirmed in writing.

3.2 **PROJECT REPRESENTATION BEYOND BASIC SERVICES**

3.2.1 If the Owner and the Architect mutually agree, Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in Article 11. A Project Representative is not construed to be the "Clerk of the Works."

3.2.2 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Article 2.6 in this Agreement.

3.3 **CONTINGENT ADDITIONAL SERVICES**

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

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public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect, and/or required by regulatory entities. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require verifying the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested by the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

~~4.12 The Owner shall be responsible to pay all sales taxes, use taxes, excise taxes and any other tax that may be assessed on account of the work of this agreement.~~

4.13 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review

and approval at least 14 days prior to execution. The Owner shall not request certifications that are not of or related to the Architect's work or that would require knowledge or services beyond the scope of this Agreement.

4.14 The Owner shall furnish the required information and services and shall render approvals and decisions including those required elsewhere in this agreement as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

## ARTICLE 5 CONSTRUCTION COST

### 5.1 DEFINITION

5.1.1 The Construction Cost ~~upon which the Architect shall be compensated shall be: (a) the average of all bids received, or (b) if the project is not bid, the negotiated proposal, or (c) if no such bid or proposal is received the most recent statement of Probable Construction Cost. The Construction Cost in any event shall include all authorized or approved Change Orders which result in an increased construction cost.~~

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

### 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly,

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the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3, or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

## ARTICLE 6 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

6.3 In addition to Article 6.1, machine-readable forms, magnetic tapes, CDs or disks are instruments of professional service for use solely on a one-time basis in the construction of this project. ~~Unless otherwise provided these are and shall remain the property of the Architect who shall similarly retain all common law, statutory and other reserved rights including copyrights, if any.~~ The Owner may obtain copies from the Architect for information and reference in connection with the occupancy and use of this project only and for no other purpose. The Architect further reserves the right not only to retain the original machine-readable forms, tapes, CDs and/or disks but, should copies be requested by the Owner, also to remove all identification reflecting the involvement of the Architect in the preparation of said machine-readable forms, tapes, CDs and/or disks. In the event that the Owner uses any of the information provided in said copies of the machine-readable forms, tapes, CDs and/or disks in any manner whatsoever, the Owner agrees to assume all risks associated therewith and to the fullest extent permitted by law to hold harmless and indemnify the Architect from any and all claims, liability, losses, damages and costs, including but not limited to attorneys' fees arising therefrom or in connection with the said use.

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**ARTICLE 7  
MEDIATION**

7.1 The Owner and the Architect agree that as a condition to the commencement of any action or proceeding to resolve any claim, dispute or controversy arising out of or in relation to the performance, interpretation, application or enforcement of the agreement, including but not limited to breach thereof, the claim, dispute and/or controversy shall in the first instance be referred to non-binding mediation under the then current construction industry mediation rules of the American Arbitration Association.

7.2 It is further agreed that the form and substance of the foregoing provision shall be included in all agreements with independent contractors and consultants retained for the project and to further require that all such independent contractors and consultants similarly include said provision and any and all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained.

**ARTICLE 8  
TERMINATION, SUSPENSION OR ABANDONMENT**

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the

suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

~~8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:~~

~~1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis or Schematic Design Phases; or~~

~~2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or~~

~~3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.~~

**ARTICLE 9  
MISCELLANEOUS PROVISIONS**

9.1 Unless otherwise provided, this Agreement shall be governed by the laws of the State of New York.

9.2 Terms in this Agreement shall have the same meaning as that in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for

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damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201 General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 Asbestos, toxic waste, and/or other pollutants investigation, treatment, and/or removal is not a part of this contract and is not and shall not be construed as part of the Architect's services or responsibilities, and the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to these materials. Further the Architect will not be required to or be responsible to perform services or to continue to perform services in any area of asbestos, toxic waste, and/or other pollutants until they are completely removed or eliminated.

The Owner agrees to indemnify and hold the Architect harmless from any claims, including the cost of defending such claims, by any person, for any reason, including a deleterious health effect from any of these materials, whether such claim arises out of the work performance by the Architect for claims, lawsuits, expenses or damages alleged to arise from or in any manner including health effects, related to the exposure to, or the handling, manufacture or disposal of asbestos, asbestos products, or toxic waste or other pollutants in any of its various forms, as defined by the Environmental Protection Agency. And further, the Owner does expressly release the Architect from any and all claims of any nature whatsoever that the Owner might have for damage that the Owner might sustain because of the presence of asbestos, toxic waste, or other pollutants on the project. The release herein provided for includes not only losses suffered by the Owner directly, but also losses the Owner may suffer because of claims of others against the Owner.

9.7 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.8 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or propriety. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

## ARTICLE 10 PAYMENTS TO THE ARCHITECT

### 10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

### 10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; ~~expenses in connection with authorized out of town travel, long distance communications,~~ and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

~~10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.~~

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

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### 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

~~10.3.1 An initial payment as set forth in Paragraph 12.1 is the minimum payment under this Agreement.~~

10.3.2 Subsequent payments for Basic Services shall be made monthly, and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 12.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 12.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 12.3.2.

~~10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 12.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.~~

~~10.3.5 Stamp Only After Payment Architecture Unlimited, LLC will not stamp drawings produced for any phase of this project until all invoices billed up to that point in the project have been paid in full.~~

### 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

### 10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be legally liable.

### 10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1. Records of Reimbursable Expenses and expenses pertaining to Additional Services and services

performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

## ARTICLE 11 ROLE OF THE PROJECT REPRESENTATIVE

### 11.1 GENERAL

11.1.1 The Architect and the Architect's Project Representative have authority to act on behalf of the Owner only to the extent provided in contractual agreements to which the Architect is a party. The Project Representative shall confer with the Architect at intervals and on occasions appropriate to the stage of construction. The Project Representative shall communicate with the Owner through, or as directed by, the Architect; and shall not communicate with Subcontractors unless authorized by the Contractor and the Architect.

### 11.2 DUTIES AND RESPONSIBILITIES

11.2.1 Observe the progress and quality of the Work as is reasonably necessary at that stage of construction to determine in general that it is proceeding in accordance with the Contract Documents. Notify the Architect immediately if, in the Project Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing.

11.2.2 Monitor the construction schedule and report to the Architect conditions which may cause delay in completion.

11.2.3 Review Contract Documents with the Contractor's superintendent. Obtain necessary interpretations from the Architect and transmit them to the Contractor.

11.2.4 Consider the Contractor's suggestions and recommendations, evaluate them and submit them, with recommendations, to the Architect for a final decision.

11.2.5 Attend meetings as directed by the Architect and report to the Architect on the proceedings.

11.2.6 Observe tests required by the Contract Documents. Record and report to the Architect on test procedures and, where applicable, the results. Verify testing invoices to be paid by the Owner.

~~11.2.7 Maintain records at the construction site in an orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Authorizations, Architect's Supplemental Instructions, reports of site conferences, Shop Drawings, Product Data, Samples, supplementary drawings, color schedules,~~

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~~requests for payment, and names and addresses of contractors, subcontractors and principal material suppliers.~~

~~11.2.8 Keep a diary or log book recording the Project Representative's time and activities related to the Project, weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and time and purpose of their visit.~~

11.2.9 Assist the Architect in reviewing Shop Drawings, Product Data and Samples. Notify the Architect if any portion of the Work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been approved by the Architect. Receive and log Samples which are required to be furnished at the site, notify the Architect when they are ready for examination, and record the Architect's approval or other action. Maintain custody of approved Samples.

~~11.2.10 Observe the Contractor's Record Drawings at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.~~

11.2.11 Review Applications for Payment submitted by the Contractor and forward them to the Architect with recommendations for disposition.

11.2.12 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Inspect the Work and if the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect, and return the list to the Contractor for correction.

11.2.13 Review and report to the Architect on conditions of the portions of the Project being occupied or utilized by the Owner or separate contractors, to minimize the possibility of claims for damages.

11.2.14 Assist the Architect in final inspection of the Work. Receive from the Contractor and prepare for transmittal to the Owner the documentation the Contractor is required to furnish at the completion of the Work.

### 11.3 LIMITATIONS OF AUTHORITY

The Project Representative shall NOT:

11.3.1 Authorize deviations from the Contract Documents.

11.3.2 Approve substitute materials or equipment except as authorized by the Architect.

11.3.3 Personally conduct or participate in tests or third party inspections except as authorized in writing by the Architect.

11.3.4 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors.

11.3.5 Expedite the Work for the Contractor.

11.3.6 Advise on, or issue directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.

11.3.7 Authorize or suggest that the Owner occupy the Project in whole or in part.

11.3.8 Issue a Certificate for Payment or Certificate of Substantial Completion.

11.3.9 Prepare or certify to the preparation of Record Drawings.

11.3.10 Reject Work or require special inspection or testing except as authorized in writing by the Architect.

11.3.11 Order the Contractor to stop the Work or any portion thereof.

11.3.12 Be considered the Clerk of the Works.

## ARTICLE 12 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

12.1 AN INITIAL PAYMENT of **Dollars (\$ 0.00)** shall be made upon execution of the Agreement and credited to the Owner's account at final payment.

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**12.2 BASIC COMPENSATION**

12.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 13 as part of Basic Services, Basic Compensation shall be computed as follows:

*(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)*

**STIPULATED SUM of \$126,500.00**

12.2.2 Where compensation is based on a stipulated sum ~~or percentage of Construction Cost~~, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

*(Insert additional phases as appropriate.)*

Schematic Design Phase:	twenty-eight percent (28%)	\$ 35,000.00
Design Development Phase:	zero percent (0%)	\$ 0.00
Construction Documents Phase:	forty percent (40%)	\$ 50,000.00
Bidding or Negotiation Phase:	four percent (04%)	\$ 4,500.00
Exterior Roof Construction Phase:	eight percent (08%)	\$ 10,000.00
Interior Improvements Construction Phase:	twenty percent (20%)	\$ 27,000.00
<b>Total Basic Compensation</b>	<b>one hundred percent (100%)</b>	<b>\$126,500.00</b>

**12.3 COMPENSATION FOR ADDITIONAL SERVICES**

12.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

**AS DETERMINED BY SEPARATE AGREEMENT, OR AMENDMENT TO THIS AGREEMENT**

12.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 13, other than (1) Additional Project Representation, as described in Paragraph 3.2 and (2) services included in Article 13 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

*(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)*

**COMPENSATION BASED ON HOURLY RATES AS IDENTIFIED IN THE ATTACHED APPENDIX B OR NEGOTIATED FIXED FEE AGREED UPON BY BOTH PARTIES**

12.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 13 as part of Additional Services, a multiple of **110%** (1.10) times the amounts billed to the Architect for such services.

*(Identify specific types of consultants in Article 13, if required.)*

**AS DETERMINED BY SEPARATE AGREEMENT, OR AS APPROVED BY THE OWNER**

**12.4 REIMBURSABLE EXPENSES**

12.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, ~~and any other items included in Article 13 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.~~

- a. **Drawing Reproduction = At direct cost plus 10%**
- b. **Electronic Bid Hosting Services = At direct cost**
- c. **DIRECT COST PLUS 10% AS IDENTIFIED IN 10.2**

**12.5 ADDITIONAL PROVISIONS**

12.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **EIGHTEEN (18)** months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 12.3.2.

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**BY SEPARATE AMENDMENT TO THIS AGREEMENT**

12.5.2 Payments are due and payable **THIRTY (30)** days from the date of the Architect's invoice. Amounts unpaid (~~15~~ days after the invoice due date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

12.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

**REFER TO APPENDIX A**

**ARTICLE 13  
OTHER CONDITIONS OR SERVICES**

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

13.1.1 In preparing this agreement, the following assumption and/or clarifications are made:

13.1.1.1 Services related to local regulatory approvals such as Town Council, Planning Commission, Zoning Board of Appeals, etc. are excluded from basic services defined within this agreement.

13.1.1.2 All work will be performed during the 2018 calendar year.

13.1.1.3 Services associated with testing for the presence, and/or designing for the remediation of hazardous materials is excluded from basic services defined within this agreement.

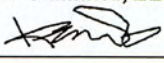
This Agreement entered into as of the day and year first written above.

OWNER

  
\_\_\_\_\_  
(Signature)

Tom R Phelps Director Public Works  
(Printed name and title)

Architecture Unlimited, LLC

  
\_\_\_\_\_  
(Signature)

Kenneth W. Pearl, R.A., President  
(Printed name and title)

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