



Meeting Agenda – Governance & Nominating Committee

Genesee County Economic Development Center

Thursday, June 5th, 2025, 3:00pm

Location: 99 MedTech Drive, Innovation Zone

Page #s	Topic	Discussion Leader	Desired Outcome
	1. Call to Order – Enter Public Session 1a. Executive Session Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. 2. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof. 1b. Enter Public Session	C. Yunker	
2-4	2. Chairman's Report & Activities 2a. Agenda Additions / Other Business 2b. Minutes: May 1, 2025	C. Yunker	Vote
5-6	3. Discussions / Official Recommendations to the Board: 3a. Code of Ethics	L. Farrell	Discussion
7-18	3b. Procurement Policies & Procedures	L. Farrell	Disc / Vote
19-22	3c. Investment Policy	L. Farrell	Disc / Vote
23-27	3d. Disposition of Property Guidelines	L. Farrell	Disc / Vote
28-30	3e. Governance & Nominating Committee Charter	L. Farrell	Discussion
	3f. Committee Self – Evaluation	L. Farrell	Discussion
31-34	3g. UTEP Review	M. Masse	Discussion
35-36	3h. UTEP Checklist	M. Masse	Discussion
37-54	3i. Application for Financial Assistance	M. Masse	Disc / Vote
55-57	3j. Local Labor Policy	M. Masse	Disc / Vote
58-63	3k. Videoconferencing Policy	L. Farrell	Disc / Vote
	4. Adjournment	C. Yunker	Vote

Genesee County Economic Development Center

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GCEDC Governance & Nominating Committee Meeting
Thursday, May 1, 2025
Location – 99 MedTech Drive, Innovation Zone
3:00 p.m.

MINUTES

ATTENDANCE

Committee Members: P. Zelif, C. Yunker, K. Manne,
Staff: L. Farrell, M. Masse, C. Suozzi, E. Finch, J. Krencik, P. Kennett
Guests: S. Noble-Moag (GGLDC Board Member), D. Cunningham (GGLDC Board Member), R.
Gaenzle (Harris Beach)
Absent: M. Clattenburg

1. CALL TO ORDER / ENTER PUBLIC SESSION

C. Yunker called the meeting to order at 3:01 p.m. in the Innovation Zone.

1a. Enter Executive Session

P. Zelif made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 3:02 p.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.
2. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

The motion was seconded by K. Manne and approved by all members present.

1b. Re-Enter Public Session

P. Zelif made a motion to enter back into public session at 3:23 p.m., seconded by K. Manne and approved by all.

2. CHAIRMAN'S REPORT & ACTIVITIES

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

2b. Minutes: February 6, 2025

K. Manne made a motion to approve the February 6, 2025 meeting minutes as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:

P. Zelif -	Yes
M. Clattenburg-	Absent
C. Yunker -	Yes

K. Manne -

Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS TO THE BOARD

3a. Video Conferencing – R. Gaenzle stated that participation and quorum counting from a Board member that is not present can occur via videoconference for extraordinary circumstances only. Extraordinary circumstances include things like health issues and family care but do not include vacations or business travel. This is allowable after the Board holds a public hearing related to this matter and adopts a related policy. Other IDAs have adopted similar policies.

C. Yunker stated that it is preferable to have Board members attend in person; however, if a Board member is only able to participate via videoconferencing it is better than not having their input at all.

The Governance Committee will update the Board on the videoconferencing discussion at the Board meeting. The Governance Committee will advise the Board that staff and counsel are instructed to conduct a public hearing to comply with extraordinary circumstances for videoconferencing purposes. Additionally, staff will contact the Agency's lobbyists and local politicians to seek a change in the law to allow for a quorum vote by videoconferencing.

The Committee voted on agenda items 3b through 3e collectively. The approval for these items follows agenda item 3e.

3b. Officer Appointments – The current slate of officers is set to expire on June 30th. Below is listed the current slate of officers:

Chair -	P. Zelif
Vice-Chair -	M. Gray
Secretary -	P. Kennett
Treasurer -	L. Farrell
President/CEO -	M. Masse

3c. Authorized to Request Information Regarding Bank Accounts – L. Farrell shared that she and P. Kennett need to be authorized to request information regarding the bank accounts and to transfer funds between accounts for the GCEDC.

3d. Authorized Signers of Agreements, Contracts, etc.- L. Farrell shared that currently the authorized signers of agreements, contracts, etc. are the Chair (per Bylaws), Vice Chair (per Bylaws), President/CEO (per Bylaws) and C. Suozzi.

3e. Authorized Bank Signers - Audit & Finance Committee members are authorized bank signers, along with M. Masse. All GCEDC checks must be signed by two authorized signers. All checks must be signed by at least one board member.

Line of credit withdrawals must be signed by two authorized signers. All lines of credit withdrawals must be signed by at least one board member.

DRAFT

P. Zeliff made a motion to recommend to the full Board the approval of agenda items 3b-3e as presented; the motion was seconded by K. Manne. Roll call resulted as follows:

P. Zeliff -	Yes
M. Clattenburg-	Absent
C. Yunker -	Yes
K. Manne -	Yes

These items were approved as presented.

3e. Board Member Attendance - GCEDC Board member attendance for 2024 was provided with meeting materials for review by the Committee.

3f. Board Member Evaluation - Evaluations have been completed and received by the Board Chair. Discussion took place during Executive Session. There are no concerns currently.

3g. Annual Project Performance Review - All projects that receive financial assistance are required to report certain information about their project's performance, including total jobs, on an annual basis to the GCEDC. This information is then reported into the Public Authorities Reporting Information System (PARIS). The project performance review took place in the Executive Session. No action is required at this time on any of the projects related to job performance.

4. ADJOURNMENT

As there was no further business, P. Zeliff made a motion to adjourn at 3:43 p.m., seconded by K. Manne, and passed unanimously.

**GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
DBA GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**

CODE OF ETHICS

The members of the board (the "Board") of the Genesee County Industrial Development Agency DBA Genesee County Economic Development Center (the "Agency"), a duly established public benefit corporation of the State of New York (the "State"), along with the officers and staff of the Agency, shall comply with and adhere to the provisions of this Code of Ethics ("Code") adopted pursuant to and in accordance with Section 2824 of the Public Authorities Law and Article 18 of the General Municipal Law of the State.

**ARTICLE I
CONFLICTS OF INTEREST**

A conflict or a potential conflict exists whenever an officer or employee has an interest, direct or indirect, which conflicts with their duty to the Agency or which could adversely affect an individual's judgment in the discharge of his or her responsibilities. No officer or employee shall:

1. Take action or participate in any manner whatsoever in his or her official capacity in the discussion, negotiation or the awarding of any contract or in any business or professional dealings with the Agency in which the official or employee has or will have an interest, direct or indirect, in such contract or professional dealings.
2. Engage in, solicit, negotiate for or promise to accept private employment or render services for his or her personal benefit when such employment or service creates a conflict or impairs the proper discharge of his or her official duties.
3. Directly or indirectly solicit, accept, or agree to accept any gift or financial benefit from any person, other than a family member, who the Agency officer or employee knows is considering, has, or within the previous twelve months has had, any business dealing with the Agency that involves any discretionary act by the Agency officer or employee. An Agency officer or employee may accept from such person a gift or gifts which are customary on family, social, holiday or civic occasions, provided they do not total more than seventy-five dollars from any person within any calendar year, and further provided that they were not received under circumstances in which it reasonably might be inferred that such gift or gifts were intended to influence the officer or employee in the performance of his or her official duties or reward him or her for any official action. A gift or financial benefit shall include money, services, loan, travel, entertainment, hospitality, thing or promise thereof, or any other gratuity or promise thereof, including any financial transaction on terms not available to the general public, but shall not include a campaign contribution. Travel, room and board expenses incurred in the performance of official duties providing a legitimate public purpose shall be excluded from the provisions of this section.

4. Disclose confidential financial information acquired in the course of his or her official duties or use such information to further his or her personal interests.
5. Take action on a matter before the Agency when, to his or her knowledge, the performance of that action would provide a pecuniary or material benefit to himself or herself.

ARTICLE II PROCEDURES FOR DISCLOSURE

All directors, officers or employees of the Agency shall adhere to the following procedures:

1. All conflicts of interest shall be disclosed in writing to the Ethics Officer as soon as practicable after learning of the conflict. In addition, in the event a director on the board of the Agency has a conflict, he or she shall verbally disclose the conflict during a public session of a board meeting at which the matter creating the conflict appears on the agenda. Such verbal disclosure shall be recorded in the minutes of the meeting and be made part of the public record.

2. The director, officer or employee with the conflict of interest shall refrain from participating in discussions or decisions on the matter creating the conflict. In addition, in the event a director on the board of the Agency has a conflict, he or she shall recuse him or herself from any deliberations and abstain from voting on such matter creating the conflict.

ARTICLE III PENALTIES

Failure to comply with this Policy may result in penalties as provided for in law.

ARTICLE IV ETHICS OFFICER

The Agency Board Chair shall serve as the Ethics Officer.

ARTICLE V PROHIBITED CONFLICTS OF INTEREST

General Municipal Law ("GML") Article 18 regulates financial conflicts of interest of directors, officers and employees of the Agency. Therefore, notwithstanding any other provision contained in this Policy, financial conflicts of interest shall be governed by Article 18 of the GML.

Approved and adopted May 4, 2017.
Revised 7.1.21

Genesee County Economic Development Center

Procurement Policies and Procedures



Adopted: April 14, 1994
Amended: June 10, 2003, October 8, 2003
Readopted: June 14, 2006, March 25, 2008, March 23, 2009
Amended: June 5, 2014
Readopted: October 1, 2015
Readopted: July 14, 2016
Readopted: August 3, 2017
Readopted: October 4, 2018
Readopted: July 11, 2019
Readopted: June 4, 2020
Readopted: June 3, 2021
Readopted: June 2, 2022
Readopted: June 1, 2023
Readopted: June 6, 2024
Readopted: June 5, 2025

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

PROCUREMENT POLICIES AND PROCEDURES

1. INTRODUCTION
2. DECLARATION OF POLICY
3. DEFINITIONS
4. DETERMINATION OF PROCUREMENT
5. NO COMPETITIVE BIDDING
6. COMPETITIVE QUOTATIONS
 - 6.1. Written Descriptions Required
 - 6.2. Soliciting Competitive Quotations
 - 6.3. Exceptions
 - 6.4. Authorization
 - 6.5. Award of Contract
 - 6.6. Purchases (\$5,000 or less)
 - 6.7. Policies for Center's Benefit
7. MISCELLANEOUS
8. PROCUREMENT POLICY SUMMARY CHART

NOTE: THESE POLICIES AND PROCEDURES APPLY ONLY TO GOODS AND SERVICES PAID FOR BY THE CENTER FOR ITS OWN USE AND ACCOUNT. THEY DO NOT APPLY TO GOODS OR SERVICES (SUCH AS, BUT NOT LIMITED TO, BOND COUNSEL OR CENTER COUNSEL) PROCURED IN CONNECTION WITH SALE LEASEBACK OR A BOND ISSUANCE, FOR WHICH GOODS AND SERVICES A COMPANY PAYS.

1. **INTRODUCTION**

The policies and procedures set forth herein have been developed by the Genesee County Economic Development Center (the "Center") pursuant to New York State General Municipal Law Section 104-b regarding the procurement of Goods and Services not required by law to be procured pursuant to competitive bidding.

These policies and procedures apply only to Goods and Services paid for by the Center for its own use and account. They do not apply to Goods or Services (such as, but not limited to, Bond Counsel or construction services) for a project for which the Center will not be the project operator or occupant.

The Center adopted these policies and procedures at a meeting held April 14, 1994.

2. **DECLARATION OF POLICY**

Goods and Services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of Center moneys in the best interest of the Center, to facilitate the acquisition of Goods and Services of maximum quality at the lowest possible cost under the circumstances and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Board of the Genesee County Economic Development Center has adopted the policies and procedures set forth herein governing all procurement of Goods and Services which are not required to be procured pursuant to competitive bidding.

3. **DEFINITIONS**

The following terms shall have the following meanings:

1. "Center" shall mean the Genesee County Economic Development Center.
2. "Competitive Quotations" means the procurement of Goods and/or Services, in accordance with the provisions of Section "6" herein.
3. "Contract" shall mean a public work Contract, a purchase Contract, or, generally a Contract for Goods or Services in accordance with the provisions herein.
4. "County" shall mean the County of Genesee, New York.

5. "Goods" shall mean products, materials, supplies, equipment, apparatus and other like items, and the necessary Services related to these items.
6. "Board" shall mean the Board of Directors of the Center.
7. "Procurement" or "procure" shall mean the obtaining, through Contract or agreement of Goods and/or Services in accordance with these policies and procedures.
8. "Procurement Officer" shall mean the Chief Financial Officer of the Center or such other officer or employee of the Center designated by the Board to carry out the general and specific provisions of the policies and procedures set forth herein.
9. "Professional Services" means for those Services requiring special or technical skills, training, expertise, or licensing, or such Services which involve the use of professional judgment and/or a high degree of creativity, or which involve a relationship of personal trust or professional confidence including, but not limited to, engineering, architectural, medical, financial and legal services.
10. "Services" shall mean, generally, labor and/or construction to be performed.
11. "Sole Source Goods or Services" shall mean Goods or Services for which the Procurement Officer has determined that there is only one possible source from which to procure the desired Goods or Services, including, but not limited to, certain patented Goods or Services, or public utilities; provided, however, the Procurement Officer must certify that such Goods or Services are available from only one source so that no possibility of competition exists, including a showing that, at least (a) the unique benefits of the desired Goods or Services as compared to other such Goods or Services available in the marketplace, (b) no other Goods or Services provide substantially equivalent or similar benefits, and (c) considering the benefits received, the cost of the Goods or Services is reasonable, when compared to conventional methods;
12. "State" shall mean the State of New York.
13. "Vendor" shall mean a supplier or prospective supplier of Goods or Services.

4. DETERMINATION OF PROCUREMENT

The Procurement Officer is hereby designated to be responsible for determining whether a procurement of Goods or Services is subject to Competitive Quotations or is exempt from such procurement, and the Procurement Officer is authorized to determine that the nature of a particular project or class of projects is exempt from the procurement policies described herein. The Center hereby finds and determines that Professional Services are, in all cases, exempt from these procurement policies and procedures, as solicitation of alternate proposals and quotations is not in the best interest of the Center in situations in which special skills and expertise are required.

5. NO COMPETITIVE BIDDING

As of the date of adoption of these policies and procedures, the Center is not subject to the competitive bidding requirements of Section 103 of the General Municipal Law.

6. COMPETITIVE QUOTATIONS

6.1. Written Descriptions Required

Upon a determination by the Procurement Officer that Goods or Services are to be procured through competitive or verbal quotations, the Procurement Officer shall cause to be made a written description for each such Goods or Services to be procured. Such description need not necessarily include detailed specifications but may be generic or in outline form or describe the result sought by the Center. Such written description shall contain that information deemed necessary for the procurement of the desired Goods or Services in accordance with the policies of the Center, including a statement that the requested bid or quotation price shall include a statement whether cost of delivery is included, a statement that the Center reserves the right to reject all bids or quotations, waive minor deviations, consider alternative bids or quotations, negotiate price and terms with those making a bid or quotation (provided that negotiations with all those making a bid or quotation will be on substantially the same basis and regarding substantially the same matters), subject to the same terms and conditions of the written descriptions being sought by the Center and a statement regarding security and/or insurance, if required.

6.2. Soliciting Written Competitive Quotations

1. If the cost of the Goods or Services to be procured, based upon the written description prepared for the desired Goods or Services, will require an expenditure of more than \$5,000, but less than \$10,000, the desired Goods or Services shall be procured through Competitive Quotations solicited from not less than two Vendors.
2. If the cost of the Goods or Services to be procured, based upon the written description prepared for the desired Goods or Services, will involve an expenditure of more than \$10,000, the desired Goods or Services shall be procured through Competitive Quotations solicited from not less than three Vendors.
3. If, following reasonable efforts, insufficient numbers of Vendors exist for the solicitation of the requisite number of Competitive Quotations, then the Procurement Officer shall cause to be solicited Competitive Quotations from less than the requisite number of Vendors; provided, however, that the basis and other facts and circumstances or such efforts and/or findings relating to this provision shall be placed in writing.
4. The Procurement Officer shall cause to be made a record of the written description, the solicitation of the Competitive Quotations, the Competitive Quotations received and any other documents or materials prepared or received in connection with the procurement of Goods and Services of the Center.
5. Competitive Quotations need not be sealed and need not be opened and read at a stated time.
6. The Procurement Officer need not recommend the procurement of goods and services from the Vendor offering the lowest dollar quotation, but may recommend to the Board determinations of which quotations will fulfill or meet the best interests or needs of the Center, and each recommended determinations may be based on such factors as, without limitation, quality, features or options, reliability or reputation of the Vendor, availability of service, delivery time and location of the Vendor (local vis-a-vis non-local, in-state vis-a-vis out-of-state or country); and the Procurement Officer may negotiate terms and price with all Vendors submitting quotations (provided that all such negotiations will be on substantially the same basis and regarding substantially the same matters), and the determination of the Board pursuant to the Procurement Officer's recommendations made in good faith shall be final.

6.3. Exceptions

1. General Exceptions. The following Goods and Services may be procured by the Center without soliciting competitive quotations:

- a. Services performed by inmates, or Goods manufactured, in correctional facilities operated by the New York State Department of Correctional Services or in local correctional facilities of this State; provided, however, that the procurement of such Goods and Services shall be in accordance with Section 186 of the Correction Law;
- b. Goods and Services produced or assembled by the blind or other severely handicapped; provided, however, that the procurement of such Goods and Services shall be in accordance with Section 175-B of the State Finance Law;
- c. Goods procured by the County in accordance with subdivision (2) of Section 408-a of the County Law; provided, however that no such procurement shall be made from the County when Competitive Quotations have already been received, unless such procurement may be made upon the same terms, conditions and specifications of a lower price through the County;
- d. Goods in excess of \$500.00 procured by the State through the New York State Office of General Services, subject to rules established by such Office, in accordance with Section 163 of the State Finance Law; provided, however, that no such procurement shall be made from such Office when Competitive Quotations have already been received, unless such procurement may be made upon the same terms, conditions and specifications at a lower price through such Office;
- e. Surplus and/or second hand Goods which are being offered for purchase from the Federal or State governments or any other political subdivision or public benefit corporation within the State of New York.

2. Special Exceptions. Upon a determination that Goods or Services are (i) Professional Services, (ii) Sole Source Goods or Services or (iii) Goods or Services deemed by the Procurement Officer, in his or her sole discretion, not in the best interest of the Center to be procured in accordance with the Competitive Quotation requirements set forth herein, the Procurement Officer may procure such Goods or Services in such manner as the Procurement Officer determines to be in the best interest of the Center and which otherwise is in accordance with the policies of the Center, as set forth in Section "2" herein.

6.4. Authorization

The procurement of goods and services which will involve an expenditure of less than \$5,000 may be approved by the Procurement Officer. Authorization for individual expenditures of \$5,000 and over shall require the formal review and approval of the Center's Board.

6.5. Entering Into the Contract

1. Except as provided in Section "6.5.2" herein, upon receipt of the requisite number of Competitive Quotations, the Procurement Officer shall recommend to the Board that the Center enter into a Contract, or enter into an agreement, for such Goods or Services to the Vendor that submitted the Competitive Quotation with the lowest dollar offer for such Goods or Services, but subject to the provisions of Section "6.2.6" hereof.
2. If the Procurement Officer shall recommend to the Board that the Center enter into a Contract for Goods or Services to a Vendor that did not submit the Competitive Quotation with the lowest dollar offer, the Procurement Officer shall state the reasons such an award furthers the policy set forth in Section "2" herein and in accordance with Section "6.2.6" hereof.
3. Upon the procurement of Goods or Services in accordance with the provisions of Section "6.3" herein, the Procurement Officer shall recommend to the Board that the Center award a Contract, or enter into an agreement, for such Goods or Services to the Vendor identified by the Procurement Officer.
4. Upon receipt of the recommendation by the Procurement Officer regarding the entering into a Contract, the Board shall authorize the Procurement Officer to cause to be procured such Goods or Services with the recommended Vendor; provided, however, that the Board reserve the right to reject all bids or quotations, waive minor deviations, consider alternative bids or quotations, subject to the same terms and conditions of the written descriptions being sought by the Center.

6.6. Purchases (\$5,000 or less)

1. Notwithstanding the provisions set forth herein, the procurement of Goods or Services involving an expenditure of up to five thousand dollars (\$5,000.00) may be made without seeking Competitive Quotations; provided, however, that any Center employee authorized to make such a procurement shall use his or her best efforts to obtain the lowest cost for such Goods or Services, but taking into consideration the terms of Section "6.2.6" hereof.

6.7. Policy for Center's Benefit

These policies and procedures are intended solely for the benefit of the Center and are not intended for the economic or other benefit of any particular Vendor making a quotation; and accordingly, no Vendor shall have the right to challenge the determination of the Center to enter into Contracts for Goods and Services in accordance with the policies and procedures herein set forth.

7. MISCELLANEOUS

1. Procurement of Insurance – Procurement of Insurance Brokerage/Agent is subject to this Policy as a professional service. Notwithstanding the foregoing actual insurance policies procured are not subject to requirements of this Policy. Insurance Policies shall be reviewed by the Board annually.
2. Genesee County Business Enterprises – It is the preference of the Center to provide opportunities for the purchase of goods and services from business enterprises located in Genesee County.
3. Minority & Women Owned Business Enterprises (M/WBE) – The Center shall comply with all applicable legal requirements relating to the hiring of such businesses. It is understood that granting agencies may enforce requirements regarding M/WBE participation and the Center may not be able to choose lowest responsible bidders in order to comply in these situations.
4. Effect of Other Procurement Requirements – Where the procurement of a specific good or service is to be accomplished using funds other than the funds of the Center and such funding sources specify different or more restrictive procurement requirements than are provided for in this Policy, the procurement requirements of the funding source will supersede the requirements of this Policy.
5. The Board shall review the policies and procedures herein not later than March 31, 1995, and each year thereafter. Amendments to these policies and procedures may be made at any time during the year.
6. The unintentional failure to fully comply with the provisions of the policies and procedures set forth herein shall not be grounds to void action taken or give rise to a cause of action against the Center, the Board, the Procurement Officer, or any officer or employee of the Center.

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
99 MedTech Drive, Batavia, NY 14020-3118
Phone: 585/343-4866 Fax: 585/343-0848

COMPETITIVE QUOTATION FORM

Date: _____

1. **VENDOR:** _____
Address: _____

Phone: _____
Fax: _____

2. **REQUEST FOR QUOTATION** (to be completed by Center):
GOODS/SERVICES NEEDED

Delivery Needed By: _____

Insurance ☐ is ☐ is not required

- The quotation should include charges, if any, for delivery.
- The Center encourages changes or suggestions offering cost savings.
- The Center reserves the right to reject all quotations, waive minor deviations or consider alternative quotations, subject to the same terms and conditions or negotiate with Vendors as to price, specifications or terms.
- If your Goods or Services deviate from the description herein, please note such deviation.
- Please submit any additional information that is pertinent to your quotation.

3. **QUOTATION:** The Center is requesting your competitive quotation of the Goods or Services described above. Please complete this quotation, sign and return not later than 5:00 p.m. on _____. Unsigned quotations will not be considered.

I, _____, am an employee of Genesee County EDC, and am duly authorized to submit this quotation.

[Center Employee Name]

[Title]

3b

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VERBAL QUOTATION FORM

Genesee County Economic Development Center
Procurement Policy Summary

AUTHORIZATION						
	None	2 Written	3 Written	Other*	CEO	Board
Purchase Contracts:						
\$1,000-\$5,000	X				X	
\$5,000-\$10,000		X				X
\$10,000 or greater			X			X
Public Works Contracts:						
\$1,000-\$5,000	X				X	
\$5,000-\$20,000		X				X
\$20,000 or greater			X			X
Professional Services				6.3.2		
Sole Source Goods or Services				6.3.2		
Other Exceptions				6.3.1		

* Refer to Section indicated

Investment Policy

I. Scope

This Investment Policy ("Policy") applies to all moneys and other financial resources available for deposit and investment by the Genesee County Economic Development Center ("Agency") for its own use and account. The Agency adopted this Policy at a meeting held **June 5, 2025**.

II. Investment Objectives

The primary objectives of the Agency's investment program shall be, in order of priority, to: (1) comply with all applicable provisions of law; (2) safeguard the principal of all deposits and investments; (3) provide sufficient liquidity to ensure that monies invested are available to meet expenditures as they come due; and (4) obtain the maximum rate of return that is consistent with the preceding objectives.

III. Delegation Of Authority

The members of the Agency hereby delegate their responsibility for the implementation and administration of the Agency's deposit and investment programs, including the authority to execute any security and custody agreements required by this Policy, to the Treasurer or his designee who shall establish written procedures for the operation of the programs consistent with this Policy. Such procedures shall regulate subordinate employees and include an adequate internal control structure to provide a satisfactory level of accountability based on a database or record incorporating descriptions and amounts of deposits and investments, transaction dates, interest rates, market prices and other information necessary to manage the portfolio and to identify the sources of all funds being invested.

IV. Internal Controls

The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized loss or disposition, that such transactions are executed in accordance with proper authorization and recorded properly and, that such transactions are managed in compliance with applicable laws and regulations.

V. Prudence

The Treasurer, his or her subordinates and any other Agency employee having responsibility for the deposit or investment of Agency moneys shall at all times act responsibly as custodian of the public trust. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their affairs not for speculation, but for investment, considering the safety of principal as well as the income to be derived. All Agency officers and employees involved in the execution of the investment program shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

VI. Authorized Investments

Except as otherwise may be provided in this Policy, monies not required for immediate expenditure may be otherwise invested in any of the following:

- (1) Special time deposits or certificates of deposits in a bank or trust company located and authorized to do business in the State of New York ("bank");
- (2) Obligations of the United States of America;
- (3) Obligations guaranteed by agencies of the United States of America where the payment of principal and interest is guaranteed by the United States of America;
- (4) Obligations of the State of New York;
- (5) With the approval of the State Comptroller, obligations issued pursuant to Section 24.00 and Section 25.00 of the Local Finance Law by any municipality or district corporation;
- (6) Obligations of a public corporation which are made lawful investments by the Agency pursuant to another provision of law; and
- (7) Certificates of participation issued pursuant to General Municipal Law ("GML"), section 109-b.
- (8) Investments shall be payable or redeemable at the option of the Agency within such time as the proceeds shall be needed to meet expenditures for the purpose for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Agency within two years of the date of purchase.

VII. Deposits

All monies collected by any officer or employee of the Agency shall be deposited in such banks as have been authorized by a resolution of the governing board for that purpose in an amount not to exceed the amount specified in such authorizing resolution. It is the policy of the Agency that all moneys collected by any officer or employee of the Agency shall be deposited within two days of receipt and under no circumstance shall deposits occur later than the end of the month in which payment was received.

VIII. Diversification

Although it is the policy of the Agency to diversify its investment portfolio, the opportunity to diversify among types of investments is very limited because of legal constraints. Subject to these constraints, however, investments and deposits shall be diversified by financial institution, maturity and type of investment, a specific bank or trading partner or a specific maturity.

IX. Authorized Banks and Trading Partners

The Treasurer shall maintain a list of banks and other trading partners approved for investment purposes and if appropriate, establish limits on the amount of investments that may be outstanding with any bank or trading partner at any time. All banks and trading partners with which the Agency conducts business must be creditworthy as determined by criteria established by the treasurer. All banks with which the Agency does business shall provide their most recent Consolidated Report of Condition (Call Report) to the treasurer at his or her request. Trading partners not affiliated with a bank shall be recognized primary security dealers as designated by the Federal Reserve Bank of New York. The Treasurer is responsible for periodically evaluating the financial position of banks and trading partners with which the Agency does business and, based on such evaluations, for revising the list of eligible banks and trading partners as he or she deems appropriate.

X. Procedures for Securing Deposits, Special Time Deposits and Certificate Of Deposit

(A). Written Security Agreements

Monies of the Agency shall only be deposited, including certificates of deposit and special time deposits, in a bank with which the Agency has entered into a written security agreement. Such security agreement shall require the bank to secure all Agency deposits, in excess of the amount insured by the Federal Deposit Insurance Corporation, in the manner required by the New York State General Municipal Law ("GML"), section 10 and shall: (1) specify which types of eligible securities and other collateral authorized by Appendix "A" of this Policy and GML, section 10 are to be provided by the bank; (2) prescribe the maximum amount of collateral to be provided by the bank at any time; (3) prescribe the manner in which the market value of the collateral shall be determined and require any adjustments to market value as required by GML, section 10; (4) require the bank to provide additional collateral if the market value falls below the required amount; (5) provide that the collateral is being provided by the bank to secure all Agency deposits in the bank, together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default; (6) grant a security interest to the Agency in any securities pledged by the bank to secure deposits; (7) set forth the conditions under which the collateral may be sold, presented for payment, substituted or released; (8) define the events of default that will enable the Agency to exercise its rights against the pledged securities; (9) require that securities pledged to secure deposits and not registered in the name of the Agency be delivered in a form suitable for transfer or with an assignment in blank to a custodial bank with which the Agency has entered into a written custodial agreement; (10) provide for the frequency of valuation of collateral, which shall be no less frequently than monthly; (11) require that the agreement be properly authorized by the Board of Directors of the bank and that the bank maintain such agreement as an official record of the bank; and, (12) contain all such other provisions deemed necessary to enable the Agency to enforce its interest in the collateral in the event of default by the bank.

(B). Custody Agreement

All securities pledged by a bank pursuant to a written security agreement shall be delivered to a bank with which the Agency has entered into a written custody agreement ("Custodian"). The custody agreement shall: (1) specify the manner in which the custodian shall hold securities; (2) require the custodian to hold the securities as agent of, and custodian for, the Agency and to keep such securities separate and apart from the general assets of the custodian and not permit them to become backing for any other deposits or liabilities of the custodian; (3) require the custodian to confirm in writing the receipt, substitution or release of any securities from the Agency's custody account; (4) provide for the methodology and frequency of valuation of securities held by the custodian; (5) require the custodian to make appropriate entries o/n its books at all times showing the Agency's interest in the securities; (6) require physical securities be kept in the custodian's vault and physically segregated from the custodian's property and other property held by the custodian; (7) require the custodian to subordinate any claims it may have against the pledged securities to the Agency's interest therein; (8) permit the Agency access to books and records maintained by the custodian with respect to the Agency's account; and, (9) contain any other provisions deemed necessary and appropriate. A bank shall [not] be permitted to act as custodian of any securities pledged by such bank to secure Agency deposits.

XI. Purchase and Safekeeping of Investments

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The Treasurer shall establish operation procedures for making investments with approved banks and trading partners. In the case of investments in certificates of deposit and special time deposits, the procedures shall require the solicitation of quotations from more than one approved bank and whenever practicable, from banks located within Genesee County. In the case of investments in obligations, the procedures shall; (1) require the solicitation of quotes from more than one approved trading partner, except in the purchase of governmental securities at their initial auction; (2) require all purchased obligations, unless registered or inscribed in the name of the Agency, to be purchased through, delivered to, and held in the custody of a bank with which the Agency has entered into a written custodial agreement which complies with the requirements contained in paragraph (b) of section X of this Policy; (3) ensure that obligations are purchased, sold or presented for redemption or payment by a custodian only accordance with prior written authorization from the officer or employee authorized to make the investment; and, (4) provide that payment of the Agency's funds shall only be made upon delivery of the purchased obligations to the custodian. The Treasurer is further authorized to purchase obligations; (1) subject to a repurchase agreement in accordance with the procedures enumerated in paragraph XII of this Policy; or (2) pursuant to an ongoing investment program which has been authorized by the members of the Agency and which provides investment advisory and custodial services to the Agency.

XII. Procedures for Repurchase Agreements

The Treasurer is authorized to purchase and sell obligations pursuant to repurchase agreements subject to the following restrictions:

- (1) No repurchase transaction shall be entered into with any trading partner until the Agency has entered into a written master repurchase agreement with the trading partner;
- (2) Repurchase agreements shall be entered into only with trading partners approved by the Treasurer pursuant to Section IX of this Policy and shall be subject to any trading limits established for each trading partner;
- (3) Only obligations of the United States of America and obligations guaranteed by agencies of the United States of America where the payment of principal and interest is guaranteed by the United States of America shall be purchased pursuant to a repurchase agreement;
- (4) Obligations purchased pursuant to a repurchase agreement shall be held by a custodian, other than the trading partner, pursuant to a written custodial agreement;
- (5) The price paid for the securities shall not be in excess of the market value of the securities being purchased plus any accrued interest not reflected in the market price.

Master repurchase agreements between the Agency and its trading partners shall: (1) contain procedures which ensure that the Agency obtains a perfected security interest in the purchased securities; (2) defined events of default; (3) prohibit the trading partner from substituting securities for the purchased securities during the term of the repurchase agreement; (4) limit the term of a specific repurchase transaction to a period of not more than thirty days; (5) contain appropriate margin requirements and procedures for timely correction of margin deficiencies or excesses; (6) provide that the Agency shall not make payment for purchased securities purchased until received by the custodian; (7) require that the terms of all specific repurchase transactions, including rate, price and a description of the specific securities being purchased, be confirmed in writing; (8) provide that all specific repurchase transactions shall be subject to the terms of the master repurchase agreement; and, (9) contain such other provisions as are deemed necessary and appropriate. The written custody agreement shall comply with the requirements of paragraph (b) of section X of the Policy.

XIII. Legal Review

All security agreements, custodial agreements, letters of credit, surety bonds and repurchase agreements shall be reviewed by the Agency Counsel or other attorney retained for this purpose to determine their compliance with the requirements of sections 10 and 11 of the GML and this Policy.

XIV. Reports

The Treasurer shall provide quarterly written investment reports to the governing board of the Agency. Such reports shall describe investments in the portfolio and contain any other information deemed necessary for management purposes.

XV. Annual Review

The governing board shall review this Policy at least annually and make any amendments thereto as are deemed necessary.

APPENDIX A**SCHEDULE OF ELIGIBLE COLLATERAL**
Eligible SecuritiesAuthorized
Yes or No)

- | | | |
|-----|--------|--|
| Yes | (i) | Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation. |
| No | (ii) | Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank. |
| Yes | (iii) | Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty. |
| Yes | (iv) | Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of this State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys. |
| Yes | (v) | Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization. |
| No | (vi) | Obligations of Puerto Rico rated in one of the three highest rating categories by at least one of the three highest rating categories by at least one nationally recognized statistical rating organization. |
| Yes | (vii) | Obligations of counties, cities and other governmental entities of a state, other than the State of New York, having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization. |
| No | (viii) | Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization. |
| Yes | (ix) | Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by Federal banks under the limitations established by federal bank regulatory agencies. |
| No | (x) | Commercial paper and bankers' acceptances issued by a bank, other than the bank with which the money is being deposited or invested, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged. |
| Yes | (xi) | Zero coupon obligations of the United States government marketed as "Treasury STRIPS". |

Other Eligible Collateral

- | | | |
|----|------|---|
| No | (i) | A surety bond executed by an insurance company authorized to do business in the State of New York, the claims-paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations. |
| No | (ii) | An irrevocable letter of credit issued in favor of the local government for a term not to exceed ninety days by a bank (other than the bank with which the money is being deposited or invested) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or hold company) by at least one nationally recognized statistical rating organization or by a bank (other than the bank with which the money is being deposited or invested) that is in compliance with applicable federal minimum risk-based capital requirements. |

**GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
DISPOSITION OF PROPERTY GUIDELINES
ADOPTED PURSUANT TO SECTION 2896 OF THE PUBLIC AUTHORITIES LAW**

SECTION 1. DEFINITIONS

- A. "Contracting officer" shall mean the officer or employee of the Genesee County Economic Development Center (hereinafter, the "Agency") who shall be appointed by resolution to be responsible for the disposition of property.
- B. "Dispose" or "disposal" shall mean transfer of title or any other beneficial interest in personal or real property in accordance with section 2897 of the Public Authorities Law.
- C. "Property" shall mean personal property in excess of five thousand dollars (\$5,000) in value, and real property, and any inchoate or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

SECTION 2. DUTIES

- A. The Agency shall:
 - (i) maintain adequate inventory controls and accountability systems for all property owned by the Agency and under its control;
 - (ii) periodically inventory such property to determine which property shall be disposed of;
 - (iii) produce a written report of such property in accordance with subsection B herewith; and
 - (iv) transfer or dispose of such property as promptly and practicably as possible in accordance with Section 3 below.

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B. The Agency shall:

- (i) publish, not less frequently than annually, a report listing all real property owned in fee by the Agency. Such report shall consist of a list and full description of all real and personal property disposed of during such period. The report shall contain the price received by the Agency and the name of the purchaser for all such property sold by the Agency during such period; and
- (ii) shall deliver copies of such report to the Comptroller of the State of New York, the Director of the Budget of State of New York, the Commissioner of the New York State Office of General Services, and the New York State Legislature (via distribution to the majority leader of the senate and the speaker of the assembly).

SECTION 3. TRANSFER OR DISPOSITION OF PROPERTY

- A. Supervision and Direction. Except as otherwise provided herein, the duly appointed contracting officer (the "Contracting Officer") shall have supervision and direction over the disposition and sale of property of the Agency. The Agency shall have the right to dispose of its property for any valid corporate purpose.
- B. Custody and Control. The custody and control of Agency property, pending its disposition, and the disposal of such property, shall be performed by the Agency or by the Commissioner of General Services when so authorized under this section.
- C. Method of Disposition. Unless otherwise permitted, the Agency shall dispose of property for not less than its fair market value by sale, exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such other terms and conditions as the Agency and/or contracting officer deems proper. The Agency may execute such documents for the transfer of title or other interest in property and take such other action as it deems necessary or proper to dispose of such property under the provisions of this section. Provided, however, no disposition of real property, any interest in real property, shall be made unless an appraisal of the value of such property has been made by an independent appraiser and included in the record of the transaction and provided further that no disposition of any other property which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar property, shall be made without a similar appraisal.
- D. Sales by the Commissioner of General Services (the "Commissioner"). When the Agency shall have deemed that transfer of property by the Commissioner will be advantageous to the State of New York, the Agency may enter into an agreement with the Commissioner pursuant to which Commissioner may dispose of property of the Agency under terms and conditions agreed to by the Agency and the Commissioner. In disposing of any such property, the Commissioner shall be bound by the terms hereof and references to the contracting officer shall be deemed to refer to such Commissioner.

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- E. Validity of Deed, Bill of Sale, Lease, or Other Instrument. A deed, bill of sale, lease, or other instrument executed by or on behalf of the Agency, purporting to transfer title or any other interest in property of the Agency in accordance herewith shall be conclusive evidence of compliance with the provisions of these guidelines and all applicable law insofar as concerns title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to the closing.
- F. Bids for Disposal; Advertising; Procedure; Disposal by Negotiation; Explanatory Statement.
- (i) Except as permitted by all applicable law, all disposals or contracts for disposal of property made or authorized by the Agency shall be made after publicly advertising for bids except as provided in subsection (iii) of this Section F.
 - (ii) Whenever public advertising for bids is required under subsection (i) of this Section F:
 - (A) the advertisement for bids shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the property proposed for disposition;
 - (B) all bids shall be publicly disclosed at the time and place stated in the advertisement; and
 - (C) the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Agency, price and other factors considered; provided, that all bids may be rejected at the Agency discretion.
 - (iii) Disposals and contracts for disposal of property may be negotiated or made by public auction without regard to subsections (i) and (ii) of this Section F but subject to obtaining such competition as is feasible under the circumstances, if:
 - (A) the personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to increase its value, or if the personal property is to be sold in such quantity that, if it were disposed of under subsections (i) and (ii) of this Section F, would adversely affect the state or local market for such property, and the estimated fair market value of such property and other satisfactory terms of disposal can be obtained by negotiation;

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- (B) the fair market value of the property does not exceed fifteen thousand dollars;
 - (C) bid prices after advertising therefore are not reasonable, either as to all or some part of the property, or have not been independently arrived at in open competition;
 - (D) the disposal will be to the state or any political subdivision or public benefit corporation, and the estimated fair market value of the property and other satisfactory terms of disposal are obtained by negotiation;
 - (E) under those circumstances permitted by subsection (v) below; or
 - (F) such action is otherwise authorized by law.
- (iv) (A) An explanatory statement shall be prepared of the circumstances of each disposal by negotiation of:
- (1) any personal property which has an estimated fair market value in excess of fifteen thousand dollars;
 - (2) any real property that has an estimated fair market value in excess of one hundred thousand dollars, except that any real property disposed of by lease or exchange shall only be subject to clauses (3) and (4) of this subparagraph;
 - (3) any real property disposed of by lease, if the estimated annual rent over the term of the lease is in excess of \$15,000; or
 - (4) any real property or real and related personal property disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.
- (B) Each such statement shall be transmitted to the persons entitled to receive copies of the report required under all applicable law not less than ninety (90) days in advance of such disposal, and a copy thereof shall be preserved in the files of the Agency making such disposal.
- (v) Disposal of Property for less than Fair Market Value ("FMV").
- (a) No assets owned, leased or otherwise in the control of the Agency may be sold, leased, or otherwise alienated for less than its FMV except if:
- (1) Transferee is a government or public entity and terms of transfer require ownership and use to remain with the government or public entity; or

- (2) Purpose of transfer is within purpose, mission or statute of the Agency; or
 - (3) Written notification to Governor, Speaker, and Temporary President. Such notification is subject to denial. Denial by Governor is in the form of a certification. Denial by legislature is in the form of a resolution. Denial must be made within 60 days of receiving notification during January through June. Provided no denial then Agency may effectuate transfer. If legislature receives the notification in July through December, then legislature may take 60 days from January 1 of the following year. However, the Agency may obtain local approval from the chief executive and legislature of the political subdivision in lieu of the notification to the Governor, Speaker and Temporary President provided the Agency's enabling legislation provides for such approval and the property was obtained by the Agency from the political subdivision.
- (b) If below FMV transfer is proposed, the following information is required to be provided to the authority's board and the public:
- (1) Description of Asset;
 - (2) Appraisal of the FMV of the asset;
 - (3) Description of purpose of transfer, the kind and amount of the benefit to the public resulting from the transfer such as jobs and wages created or preserved;
 - (4) Value received compared to FMV;
 - (5) Names of private parties to the transaction and value received;
 - (6) Names of private parties that have made an offer, the value of offer, and purpose for which the asset would have been used.
- (c) Board must make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

The Guidelines are subject to modification and amendment at the discretion of the Agency board and shall be filed annually with all local and state agencies as required under all applicable law.

The designated Contracting Officer for the Agency is Mark A. Masse.

This policy is hereby adopted and shall be effective immediately as approved and adopted **June 5, 2025**.

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GOVERNANCE & NOMINATING COMMITTEE CHARTER

This Governance & Nominating Committee Charter was re-adopted by the Board of Directors of the Genesee County Economic Development Center (GCEDC), a public benefit corporation established under the laws of the State of New York, on **June 3, 2021**.

Purpose

Pursuant to Article IV, Section 1(b) of the GCEDC's bylaws, the purpose of the governance & nominating committee is to assist the Board by:

- Keeping the Board informed of current best practices in corporate governance;
- Reviewing corporate governance trends for their applicability to the GCEDC;
- Updating the GCEDC's corporate governance principles and governance practices; and
- Advising those responsible for appointing directors to the Board on the skills, qualities and professional or educational experiences necessary to be effective Board members.
- Nominating candidates for various offices including, but not limited to Chair, Vice-Chair, Secretary and Treasurer.

Powers of the Governance & Nominating Committee

The Board of Directors has delegated to the governance & nominating committee the power and authority necessary to discharge its duties, including the right to:

- Meet with and obtain any information it may require from GCEDC staff;
- Obtain advice and assistance from in-house or outside counsel, accounting and other advisors as the committee deems necessary;
- Solicit, at the GCEDC's expense, persons having special competencies, including legal, accounting or other consultants as the committee deems necessary to fulfill its responsibilities. The governance & nominating committee shall have the authority to negotiate the terms and conditions of any contractual relationship to the Board's adopted procurement guidelines as per Public Authorities Law Section 2879, and to present such contracts to the Board for its approval.

Composition and Selection

The membership of the committee shall be as set forth in accordance with and pursuant to Article V, Section 1 of the GCEDC's bylaws. The governance & nominating committee shall be comprised of the Board Chair and at least three additional "independent members", within the meaning of, and to the extent require by, Section 2825 of New York Public Authorities Law, as

amended from time to time. The governance & nominating committee members shall be appointed by the Board Chair. The Board Chair may designate one member of the governance & nominating committee as its Chair. The members shall serve until their resignation, retirement, removal by the Board or until their successors shall be appointed and qualified. When feasible, the immediate past governance & nominating committee Chair will continue serving as a member of the committee for at least one year to ensure an orderly transition.

The governance & nominating committee members should be knowledgeable or become knowledgeable in matters pertaining to governance.

Committee Structure and Meetings

The governance & nominating committee will meet a minimum of twice a year, with the expectation that additional meetings may be required to adequately fulfill all the obligations and duties outlined in the charter. All committee members are expected to attend each meeting, in person or via videoconference.

A meeting agenda will be prepared for every meeting and provided to the governance & nominating committee at least two days in advance of the scheduled meeting, along with the appropriate materials needed to make informed decisions. The governance & nominating committee shall act only on the affirmative vote of a majority of the members. Minutes of these meetings are to be recorded.

Reports

The governance & nominating committee shall:

- Report its actions and recommendations to the Board at the next regular meeting of the Board;
- Report to the Board, at least annually, regarding any proposed changes to the governance charter of the governance guidelines;
- Provide a self-evaluation of the governance & nominating committee's functions on an annual basis.

Responsibilities

To accomplish the objectives of good governance and accountability, the governance & nominating committee has responsibilities related to: (a) the GCEDC's Board; (b) evaluation of the GCEDC's policies; and (c) other miscellaneous issues.

Relationship to the GCEDC's Board

The Board of Directors has delegated to the governance & nominating committee the responsibility to review, develop, draft, revise or oversee policies and practices for which the governance committee has specific expertise, as follows:

- Develop the GCEDC's governance practices. These practices should address transparency, independence, accountability, fiduciary responsibilities, and management oversight;
- Develop the competencies and personal attributes required of Directors.

In addition, the governance & nominating committee shall:

- Develop and recommend to the Board the number and structure of committees to be created by the Board;
- Develop and provide recommendations to the Board regarding Board member education, including new member orientation and regularly scheduled Board member training to be obtained from state-approved trainers;
- Develop and provide recommendations to the Board of performance evaluations, including coordination and oversight of such evaluations of the Board, its committees and senior management in the GCEDC's governance process.

Evaluation of the GCEDC's Policies

The governance & nominating committee shall:

- Develop, review on a regular basis, and update as necessary the GCEDC's code of ethics and written policies regarding conflicts of interest. Such code of ethics and policies shall be at least as stringent as the laws, rules, regulations and policies applicable to state officers and employees;
- Develop and recommend to the Board any required revisions to the GCEDC's written policies regarding the protection of whistleblowers from retaliation;
- Develop and recommend to the Board any required revisions to the GCEDC's equal opportunity and affirmative action policies;
- Develop and recommend to the board any required updates on the GCEDC's written policies regarding procurement of goods and services, including policies relating to the disclosure of persons who attempt to influence the GCEDC's procurement process;
- Develop and recommend to the Board any required updates on the GCEDC's written policies regarding the disposition of real and personal property;
- Develop and recommend to the Board any other policies or documents relating to the governance of the GCEDC, including rules and procedures for conducting the business of the GCEDC's Board, such as the GCEDC's by-laws. The governance & nominating committee will oversee the implementation and effectiveness of the by-laws and other governance documents and recommend modifications as needed.

Other Responsibilities

The governance & nominating committee shall:

- Annually review, assess and make necessary changes to the governance committee charter and provide a self-evaluation of the governance committee.
- Annually review general performance relative to budget, capital investment and jobs created.

UTEP Review

Discussion: As part of the review of the UTEP, according to GML 874 IDA's shall consider the following items:

1. The extent to which a project will create or retain permanent, private sector jobs
2. The estimated value of any tax exemptions to be provided
3. Whether affected tax jurisdictions shall be reimbursed by the project occupant if a project does not fulfill the purposes for which an exemption was provided
4. The impact of a proposed project on existing and proposed businesses and economic development projects in the vicinity
5. The amount of private sector investment generated or likely to be generated by the proposed project
6. The demonstrated public support for the proposed project
7. The likelihood of accomplishing the proposed project in a timely fashion
8. The effect of the proposed project upon the environment
9. The extent to which the project will utilize, to the fullest extent practicable and economically feasible, resource conservation, energy efficiency, green technologies, and alternative and renewable energy measures
10. The extent to which the project will provide onsite child care services or otherwise facilitate new child care services
11. The extent to which the proposed project will require the provision of additional services, including, but not limited to additional educational, transportation, police, emergency medical or fire services
12. The extent to which the proposed project will provide additional sources of revenue for municipalities and school districts

The highlighted items are what is currently included on our UTEP checklist.

Fund commitment: None.

Board action request: Discussion of current UTEP policy and other potential criteria.

**GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY
ECONOMIC DEVELOPMENT CENTER (GCEDC)
UNIFORM TAX EXEMPTION POLICY (UTEP) AND GUIDELINES**

The general policy of the Genesee County Industrial Development Agency ("Agency") is to grant applicants (Projects) real property tax abatements and exemptions from sales, use and mortgage recording taxes as described below (collectively referred to herein as "Incentives"). The Agency may grant enhanced benefits on a case by case basis for a project expected to have a significant economic impact on Genesee County as determined in the sole discretion of the Agency's Board.

A. Eligible/qualified Projects and Applicants

A Project that is eligible to receive assistance under General Municipal Law (Article 18A) will be referred to the Board for consideration if it meets one or more of the following criteria to be considered for incentives:

1. The Project pledges to create and/or retain quality, good paying jobs in Genesee County.
2. Completion of the Project will enhance the long term tax base and/or make a significant capital investment.
3. The Project will contribute towards creating a "liveable community" by providing a valuable product or service that is underserved in Genesee County.
4. The Board will review the Agency's Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation will include the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.
5. The Project is included in one of the Agency's strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.
6. The Project will give a reasonable estimated timeline for the completion of their proposed project.

B. Real Property Taxes

The Agency provides a provision for real property tax abatements for qualified Projects. The period of the abatement will not exceed the period of the respective financing or lease and exceed twenty (20) years. The Agency's basic policy provides for a graduated schedule of abatement applicable to County, Local and School taxes. The Agency may elect in their sole discretion to provide a one hundred percent (100%) abatement over the life of the project.

Any deviations from the basic policy will be made only with the specific approval of the Agency's Board and those described in the New York State General Municipal Law Section 874(4)(a). Additionally, the Agency shall notify the affected local taxing jurisdictions of the proposed deviation from such policy and the reasons therefore.

Appraisals will not normally be required.

C. Payment in Lieu of Taxes

Each Project receiving an abatement will be subject to a Payment In Lieu Of Tax Agreement ("PILOT Agreement") in a form acceptable to the Agency. The Agency will consider Project factors when determining the amounts to be paid under the PILOT Agreement. A copy of the PILOT Agreement will be forwarded to each of the affected taxing jurisdictions within fifteen (15) days of execution.

D. PILOT Mortgage

The Agency may require the establishment of a PILOT Mortgage as a condition where a traditional financing mortgage is involved, in order to secure the position of the PILOT payments versus other secured and unsecured claims.

The purpose of a PILOT Mortgage is to secure unpaid PILOT payments with a lien against the real estate. The lender agrees that the PILOT Mortgage will have priority in payment over any mortgage given to secure the rights of bondholders or to secure any conventional financing. This would make the PILOT a secured obligation. The Agency may negotiate alternative forms of collateral to insure payments under the PILOT.

E. Sales and Use Tax Exemption

1) Purchases of construction materials and equipment rentals and purchases of Project related equipment and furnishings are made as an agent for the Agency, and are therefore afforded full exemption from local and New York State Sales and Use Taxes until the project is completed. Operating and maintenance expenses of projects are not incurred as an agent of the Agency and no sales tax exemption is provided thereof.

2) All Project applicants must agree in writing to file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use taxes exemption claimed in connection with the facility in full compliance with Section 874(8) of the General Municipal Law.

3) The Agency will recapture sales tax benefits by an agent/project operator whenever the benefits are (a) not entitled or authorized to be taken, or (b) in excess of the amounts authorized, or (c) for unauthorized property or services, or (d) for property or services not used according to the terms of the agreement with the Agency, or (e) whenever required under applicable law.

F. Mortgage Recording Tax Exemption

1) The Agency's policy is to permit mortgage recording tax exemptions on all Project related financing to the full extent permitted by New York State Law, whether or not the Agency has issued its bonds to finance the Project.

2) The Agency may, in its sole discretion, permit mortgage recording tax exemptions on non-Project related financings, (e.g. second mortgages on the project to secure subordinated indebtedness of the Project applicant). In determining whether to permit such exemptions on non-project related financing, the Agency shall consider such factors as it deems appropriate, including, but not limited to, the use of the property, the degree of investment, the degree and nature of the employment and the economic condition of the areas in which the facility is located.

G. Deviations

In addition to or in lieu of the foregoing the Agency may determine, on a case by case basis, to deviate from the guidelines described above or provide enhanced benefits for a Project expected to have significant impact in the locality where the project will be located. Any deviations from the guidelines set forth above requires the written notification by the Agency to the Chief Executive Officer of each affected taxing jurisdictions.

H. Recapture of Benefits

The Agency, in its sole discretion, may determine that a Project has failed to meet its intended goals and will subject the Project applicant to recapture of the value of any or all, Incentives granted with respect to the Project by virtue of the Agency's involvement. Events that the Agency may determine will trigger recapture may include:

- 1) Sale or closure of facility;
- 2) Submission of a false application by the Company;
- 3) Significant change in use in facility;
- 4) Significant change in business activities or project applicant or operator;
- 5) Material noncompliance with or breach of terms of Agency transaction documents or of zoning or land use laws or regulations or federal, state or local environmental laws or regulations; or
- 6) Significant employment reductions not reflective of the company's (normal) business cycle and/or local and national economic conditions or inconsistent with employment levels presented to the Agency at the time the PILOT was agreed to by the Agency. Prior to determination, the company will be asked to come before the Governance Committee to be given their due process.

If the Agency determines to recapture benefits with respect to a particular Project, the Agency also shall, in its sole discretion and on a case-by-case basis, determine the timing and percentage of recapture or termination of benefits.

I. Amendments

The Agency, by resolution of its Board, and upon notice to all affected taxing jurisdictions as may be required by law, may amend or modify the foregoing policy as it may, from time to time, in its sole discretion determine.

J. Effective Date

This Uniform Tax Exemption Policy shall apply to all Projects for which the Agency has adopted or adopts a Inducement Resolution after _July 2016_ and all refinancings of any Project induced or closed before said date.



Project Name _____

Board Meeting Date _____

STATEMENT OF COMPLIANCE OF PROJECT CRITERIA LISTED IN UNIFORM TAX EXEMPTION POLICY (UTEP)

PROJECT DESCRIPTION:

Criteria #1 – The Project pledges to create and/or retain quality, good paying jobs in Genesee County.

Project details:

Board Discussion:

Board Concurrence: YES NO N/A If no, state justification:

Criteria #2- Completion of the Project will enhance the long term tax base and/or make a significant capital investment.

Project details:

Board Discussion:

Board Concurrence: YES NO N/A If no, state justification:

Criteria #3- The Project will contribute towards creating a “liveable community” by providing a valuable product or service that is underserved in Genesee County.

Project details:

Board Discussion:

Board Concurrence: YES NO N/A If no, state justification:

3h

35

Criteria #4: The Board will review the Agency's Fiscal and Economic Impact analysis of the Project to determine if the Project will have a meaningful and positive impact on Genesee County. This calculation will include the estimated value of any tax exemptions to be provided along with the estimated additional sources of revenue for municipalities and school districts that the proposed project may provide.

Project details:

Board Discussion:

Board Concurrence: YES NO N/A If no, state justification:

Criteria #5: The Project is included in one of the Agency's strategic industries: Agri-Business and Food Processing, Manufacturing, Advanced Manufacturing and Nano-Enabled Manufacturing, Life Sciences and Medical Device.

Project details:

Board Discussion:

Board Concurrence: YES NO N/A If no, state justification:

Criteria #6: The Project will give a reasonable estimated timeline for the completion of the proposed project.

Project details:

Board Discussion:

Board Concurrence: YES NO N/A If no, state justification:

Base on the discussion and criteria above, the Board as **ACCEPTED / DECLINED** the Application for the project and incentives as listed in the project description.

3h

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**Genesee
County
Economic
Development
Center**

Application for Financial Assistance

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Note: All of the above forms must be completed in their entirety to be considered an acceptable application.

Attachments

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(Required if over \$5 million in capital investment of facility construction)	

I. Applicant Information

Company Name:		
Address:		
City / Town	State:	Zip:
Phone No.:		Fax No.:
Email Address:		Fed. Id. No.:

Type of Business: _____

SIC Code (<https://www.osha.gov/pls/imis/sicsearch.html>): _____

NAICS Code (<http://www.naics.com>): _____

Contact Person: _____

Principal Owners / Officers / Directors: (list owners with 15% or more in equity holdings with percentage ownership)

Name & Title

Name & Title

Corporate Structure (attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)

Form of Entity: ☐ C Corp ☐ S Corp ☐ Partnership ☐ LLC
☐ LLP ☐ Sole Proprietorship ☐ Not for Profit

If a corporation, partnership, limited liability company/partnership or Not for Profit:

What is the date of the establishment _____, Place of organization _____
and, if a foreign organization, is the Applicant authorized to do business in the State of New York?

Yes No N/A (circle)

Applicant's Counsel:		
Address:		
City / Town	State	Zip
Phone No.:		Fax No.:

Please answer all questions. Use "None" or Not Applicable" where necessary. Information in this application may be subject to public review under New York State Law.

II. Project Information

- A) Location of Project / Project Address: _____
Address _____
Town _____ Zip _____
- B) Current Assessed Value of Property \$ _____ Tax Map # _____
(not required if project is for equipment purchases only)
- C) Square footage of existing building _____ S/F
Square footage of new / renovated build _____ S/F
Total Square Footage _____ S/F
- D) Detailed Description of Project (Including type and purpose of project, **Solar Projects - add mWac projected**):

- E) Please explain how the requested financial assistance impacts the feasibility of this project in Genesee County versus outside of Genesee County. Would the project be viable without these incentives? Provide a detailed statement addressing the necessity of financial assistance for proceeding with this development in Genesee County.

- F) Is the Project Commercial in nature (Sales Tax Generating for Community)? **Yes** **No** (circle)
If yes, what is the estimated annual total Sales Tax to be generated from this project at full build-out? \$ _____
- G) Expected Start Date of Project Construction (mo / year) _____
- H) Time Expected to Complete Project Construction (in months) _____
- I) **Estimated Project Certificate of Occupancy Date** _____
(This date will be used for the PILOT start date)

Estimated Project Costs / Project Capital Investment:

Construction Cost:

\$ _____ (New Building Construction or Existing building renovation/expansion construction costs)

Land and/or Existing Building:

\$ _____ (Purchase Value of land and/or building incl. engineering, architect and blueprint fees)

Other / Sales Taxable Equipment:

\$ _____ (Furniture/Fixtures, Computers, Lockers...) Used for calculating Sales Tax Exemption

Production Equipment / Non-Sales Taxable:

\$ _____ (Exempt by NYS – excluded from benefitted project amount)

Other:

\$ _____ Describe: _____

Total Capital Investment:

\$ _____ (Sum all lines above)

Estimated Public and Private Sources of Funds for Project Costs:

Grants: \$ _____

Bonds: \$ _____

GCEDC/GGLDC loan fund: \$ _____

Bank Financing: \$ _____

Other: \$ _____ Describe: _____

Equity: \$ _____

Total of all sources of funds: \$ _____

Mortgage Amount on this Project: \$ _____
Subject to Mortgage Tax Exemption

Total Amount Financed \$ _____ Describe: _____

Estimated percentage of costs financed from public sector (grants, bonds, and GCEDC/GGLDC loan fund divided by total of all sources of funds): _____

III. Project Employment Information

****Note:** Please use full-time equivalents (FTE), full-time jobs plus any combination of 2 or more part-time jobs that, when combined constitute the equivalent hours of a full-time position. (Attach additional sheets as necessary).

Do you have a previous project(s) with the GCEDC: Yes No (circle)

If YES, please consult with staff when filling out this section.

E1) **Current** number of full time equivalent employees (prior to project): _____

E2) Estimate how many full time equivalent jobs will be **retained** (Current employment):

Full Time (FT) _____ Part-Time (PT) _____ ** Total Full Time Equivalents (FTE) _____

*Please note retained jobs should be based upon the most recent NYS MN-45 quarterly report, a copy of which should be attached to this application.

E3) What is the average estimated (annual) salary of jobs to be **retained** _____

Removed table for retained employment – not necessary.

E4) Estimate how many full-time equivalent employees (FTE) will be **created** as a result of this Project:

Years after Construction is Complete	Estimate of (FTE) Created <small>**Please note FTE definition above</small>	Average Annual Salary	Average Annual Salary and Benefits	Estimated Hours per week
1				
2				
3				
Total FTE's After 3 Years				

E5) What is the average estimated (annual) salary range of jobs to be **created** from _____ to _____

E6) Estimate of the number of residents of the Labor Market Area (as defined in N.Y. GML Sec. 859-a(4)(f)) to fill created jobs? _____

~~E4) Estimate how many full time/ part-time jobs will be **created** as a result of this Project over the next three years:~~

~~Full Time (FT) _____ Part-Time (PT) _____ ** Total Full Time Equivalents (FTE) _____~~

~~E5) What is the planned average HOURLY wage for the FTE jobs to be created (new) \$ _____~~

~~E6) What is the average estimated ANNUAL salary RANGE of FTE jobs to be created \$ _____ to \$ _____~~

~~E7) What is the planned average annual BENEFITS paid in \$\$ per FTE job to be created \$ _____~~

IV. Representations by the Applicant

- Is the company delinquent in the payment of any state or municipal property taxes? ☐ Yes ☐ No
- Is the company delinquent in the payment of any income tax obligation? ☐ Yes ☐ No
- Is the company delinquent in the payment of any loans? ☐ Yes ☐ No
- Is the company currently in default on any of its loans? ☐ Yes ☐ No
- Are there currently any unsatisfied judgments against the company? ☐ Yes ☐ No
- Are there currently any unsatisfied judgments against any of the company's principals? ☐ Yes ☐ No
- Has the company ever filed for bankruptcy? ☐ Yes ☐ No
- Have any of the company's principals ever personally filed for bankruptcy, or in any way sought protection from creditors? ☐ Yes ☐ No

If the answer to any of the questions above is "Yes," please provide additional comments in the space below and on additional pages if necessary.

Please initial each item where indicated

Job Listings - In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act(Public Law 97-300) ("JTPA") in which the Project is located.

☐ _____ ***Applicant's Initials***

First Consideration for Employment - In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

☐ _____ ***Applicant's Initials***

Annual Sales Tax Fillings - In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the AGENCY, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, an Annual Report of Sales and Use Tax Exemptions (Form ST-340) by the last day of February following applicable calendar year (with a copy to the AGENCY), describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.

☐ _____ ***Applicant's Initials***

Employment Reports - The Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, the Applicant agrees to file, or cause to be filed, with the AGENCY, on quarterly basis, copies of form NYS-45-MN Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Returns filed with the Department of Labor applicable to the project site.

☐ _____ ***Applicant's Initials***

AGENCY Reports – The Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, the Applicant agrees to file, or cause to be filed with the AGENCY, a certified Annual Project Report (to be mailed to the Applicant) due by the last day of February following applicable calendar year, for a period of time not to exceed 4 years post financial assistance.

☐ _____ ***Applicant's Initials***

Absence of Conflicts of Interest - The Applicant has received from the AGENCY a list of the members, officers, and employees of the AGENCY. No member, officers or employee of the AGENCY has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

☐ _____ ***Applicant's Initials***

Recapture Provision/Uniform Tax Exemption Policy ("UTEP") – Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the Applicant. Recapture provisions would be invoked under Section 875(3) of the New York General Municipal Law if it is determined that: (i) the Company is not entitled to the Sales and Use Tax Exemption Benefits; (ii) the Sales and Use Tax Exemption Benefits are in excess of the amounts authorized by the Agency to be taken by the Company; (iii) the Sales and Use Tax Exemption Benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the Sales and Use Tax Exemption Benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete, to the best of the Applicant's knowledge. Applicant hereby further represents and warrants that it has reviewed the Agency's UTEP and understands and agrees that under such UTEP, the Agency has the right to recapture all or a portion of any financial assistance provided by the Agency to the Company, including, but not limited to, sales and mortgage tax exemptions and real property tax abatements upon the occurrence of certain events as set forth in the UTEP.

☐ _____ ***Applicant's Initials***

No Violation of Section 862(1) of the General Municipal Law – In accordance with Section 862(1) of the General Municipal Law, the applicant understands and agrees that the Project will not (a) result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state, or (b) result in the abandonment of one or more plant facilities of the Project occupant located within the state. If the Project will result in (a) or (b), the applicant agrees that the requested financial assistance is necessary to prevent the Project from relocating out of the state, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry.

☐ _____ ***Applicant's Initials***

Financial Assistance Necessary – The applicant represents that the project would not likely occur without the financial assistance provided by the AGENCY.

☐ _____ ***Applicant's Initials***

Compliance – The applicant receiving financial assistance is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

☐ _____ ***Applicant's Initials***

V. Signatory Page

Is any of the information contained herein considered trade secrets?

☐ Yes ☐ No

Note: AGENCY will protect said trade secret information herein but reserves the right to disclose certain summary information from this application (i.e. total facility s/f, total capital investment, total job creation, top level wage information et. Al.) As a part of its project summary disclosure related to the AGENCY board's public vote required and resulting from said application. Please list anything that is considered trade secrets:

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that:

- A) The AGENCY will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.
- B) Failure of the Applicant to file appropriate Sales Tax and Employment reports will result in the revocation of tax benefits and require repayment of benefits previously claimed.
- C) If the Applicant submits knowingly false or knowingly misleading information this may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of the AGENCY's involvement in the Project and may also lead to potential criminal penalties and/or civil liabilities for perjury.

(Applicant Signature)

(Print Name)

Title

Company Name

This Application should be submitted along with the items listed in Exhibit A to:

Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, New York 14020

Email: gcedc@gcedc.com

VI. Hold Harmless Agreement

Applicant hereby releases Genesee County Economic Development Center and the members, officers, servants, agents and employees thereof (the "AGENCY") from, agrees that the AGENCY shall not be liable for and agrees to indemnify, defend and hold the AGENCY harmless from and against any and all liability arising from or expense incurred by (A) the AGENCY's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the AGENCY, (B) the AGENCY's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the AGENCY with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the AGENCY or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the AGENCY, its agents or assigns, all costs incurred by the AGENCY in the processing of the Application, including attorneys' fees, if any.

Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the agreements to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

(Applicant Signature)

(Print Name)

Title

Company Name

Sworn to before me this

_____ day of _____, 20____

Notary Public

EXHIBIT A

Attach to this application the company's certificate of insurance. Adding the GCEDC as additional insured can be done at closing.

INSURANCE COVERAGE

1. Requirements. The Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Project under a blanket insurance policy or policies covering not only the Project but other properties as well.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than **\$1,000,000** per accident or occurrence on account of personal injury, including death resulting there from, and **\$1,000,000** per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than **\$3,000,000** per accident or occurrence, protecting the Company against any loss or liability or damage for personal injury or property damage.

2. Additional Provisions Respecting Insurance. **(a) All insurance required by paragraph 1(a) and 1(c) above hereof shall name the Agency as a named insured and the insurance required by paragraph 1(c) above shall name the Agency as an additional insured. all other insurance required by Section 4 hereof shall name the Agency as an additional insured.** All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days' prior written notice of the cancellation thereof to the Company and the Agency. **(b) All such policies of insurance is to be provided by the Company and/or Project Owner after Board approval and prior to closing on GCEDC financial assistance, and shall be maintained during the term of any applicable Agent and Financial Assistance Agreement and/or Lease Agreement by and between the GCEDC and the Company.**

To be completed / calculated by AGENCY

Exhibit B

Type of Project:

☐ Attraction

☐ Expansion

☐ Retention

☐ Infrastructure

☐ Workforce

Offerings: ☐ SLB

☐ Bond

☐ Grant

☐ Consulting

Estimated Financial Assistance to be provided via AGENCY participation:

(Subject to AGENCY Board Approval)

- *1) Estimated Sales Tax Exemption (8%) \$ _____
- 2) Estimated Mortgage Tax Exemption (1%) \$ _____
- 3) Estimated Property Tax Abatement \$ _____
- 4) Estimated Total Tax Savings: \$ _____
(1+2+3)
- 5) Estimated Tax-Exempt Interest Cost Savings
(via Tax-Exempt Bond) \$ _____
- 6) Grant
Type or name of grant (_____) \$ _____
- 7) Estimated total Company Savings: \$ _____
(4+5+6)
- 8) Bond Amount \$ _____
- 9) Mortgage Amount \$ _____
- 10) GCEDC/GGLDC Revolving Loan Fund \$ _____
- 11) Loan Secured
Source of loan (_____) \$ _____
- 12) Total Amount Financed / Loan Funds Secured \$ _____

Benefited Project Amount

(the capital investment directly related to the benefits received)

\$ _____
(8+9+10+11)

Proposed PILOT Structure: _____

* Estimated Value of Goods and Services to be exempt from sales and use tax as a result of the Agency's involvement in the Project. PLEASE NOTE: These amounts will be verified and there is a potential for a recapture of sales tax exemptions (see "Recapture Provision" on page 7).

\$ _____ (to be used on the NYS ST-60)

To be completed / calculated by AGENCY

Fees to be Paid by the Applicant:

GCEDC Project Participation Fee \$ _____

Per the attached Pricing & Fee Policy (exhibit D), the AGENCY will collect a _____ % **Project Participation fee.**

The AGENCY will collect its **project participation fee** at the time of closing, based upon the company provided realistic capital investment costs of this project stated in this application. Should the actual costs exceed those estimated, an additional fee will apply.

GCEDC Annual Administration Fee \$ _____ (Annually in January for the length of the PILOT)

The AGENCY will collect an annual administration fee for all PILOT projects. Projects with a capital investment of less than \$5 million will be charged a \$500 annual fee for each year of benefits provided. For projects with a capital investment of \$5 million or greater, there will be a \$1,000 annual fee charged.

Legal Fee (Harris Beach, LLP) \$ _____

Estimated fee for legal services required in connection with the financial assistance provided by the GCEDC)

- *Applicant may be required to pay additional out-of-pocket expenses, applicable filing or recording fees and public hearing fees incurred.*
- *Applicant will be billed for any legal fees incurred after submitting a signed application with the GCEDC even if the project does not move forward as a result of actions by the company or the GCEDC.*

Local Labor Reporting Deposit \$ _____ (if applicable)

Project applicants, with a capital investment for facility construction of greater than or equal to \$5,000,000 and Solar projects in excess of 5 MW (AC), will be required to utilize qualified Local Labor, as defined in Exhibit E.

GGLDC Workforce Development Fee (Solar Projects) \$ _____ (if applicable)

Solar projects that are 5MW and smaller will pay a fee to the Genesee Gateway Local Development Corp (GGLDC) for workforce development initiatives.

The Applicant agrees to reimburse the Agency for all direct expenses incurred in connection with this Project Application, starting from the submission of the signed application, regardless of project approval or continuation.

****Financial incentives are public information; information will be disclosed to the public prior to Board consideration and will be released to the media upon board approval****

(Applicant Signature)

(Print Name)

Title

Company Name

Exhibit C

State Environmental Quality Review (SEQR) Act Compliance

GCEDC, in granting assistance to the Applicant, is required to comply with the New York State Environmental Quality Review Act (SEQR).

Does the proposed project require discretionary permit, license or other type of approval by the state or local municipality?

☐ YES – Include a copy of any SEQR documents related to this Project including Environmental Assessment Form, Final Determination, Local Municipality Negative Declaration, etc.

☐ NO

Exhibit D

Genesee County Economic Development Center Pricing & Fee Policy Effective Date: June 2, 2022

Financial Assistance - Tax Savings***

Offering / Activity	Fees	Comments
Lease - Lease Back (SLB) or similar Including any / all of the following: <ol style="list-style-type: none"> 1. PILOT 2. Sales Tax Exemption 3. Mortgage Tax Exemption Minimum fee of \$2,000	\$250 Non-Refundable Application Fee GCEDC Fees: Direct Sales Project: For projects up to \$450 million in capital investment the fee amount is 1.25% of total capital investment/ benefited project amount. For projects in excess of \$450 million in capital investment the fee can be within a range of .75% and 1.25% of total capital investment/ benefitted amount. Administration fee: For projects with a capital investment of less than \$5 million, there will be a \$500 annual fee charged for each year of benefits provided. For projects with a capital investment of \$5 million or greater, there will be a \$1,000 annual fee charged. Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the GCEDC's Uniform Tax Exemption Policy.
Sales Tax Exemption Only Minimum fee of \$1,000	\$250 Non-Refundable Application Fee GCEDC Fees: Direct Sales Project: 1.25% of total capital investment/ benefited project amount Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the GCEDC's Uniform Tax Exemption Policy.
Mortgage Tax Exemption Only Minimum fee of \$2,000	\$250 Non-Refundable Application Fee GCEDC Fees: 0.4% of amount financed Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the GCEDC's Uniform Tax Exemption Policy.

Financing***

Offering / Activity	Fees	Comments
Bond: Taxable or Tax Exempt <ol style="list-style-type: none"> 1. Financing transaction only 2. Financing included with SLB 	\$250 Non-Refundable Application Fee Financing Transaction Only: Direct Sales Project: 1.25% of total bond amount Applicant must pay NYS Bond Issuance cost plus legal fees. Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Range varies based on GCEDC involvement, term of bond (equip only vs. real property) and spread between taxable and tax exempt yield curves. The shorter the term and / or lower the spread between yield curves requires lower fees to remain competitive vs. commercial lending sources.

Transfer/Assignment of PILOT

Offering / Activity	Fees	Comments
PILOT <ol style="list-style-type: none"> 1. If a company sells their building, the GCEDC must approve the transfer/assignment of the PILOT to the purchaser. 	No Application Fee GCEDC will calculate a fee based on the value of the remaining incentives as a percentage of the total original incentives awarded, multiplied by the sale price of the facility and a 1.25% origination fee. Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	

*** NOTE – If a company wants to have a lease-leaseback transaction with a tax-exempt financing component the total fee charged would be 1.75% of Capital investment.

Any deviation from the above listed fee schedule must be explained in writing to the Board by the CEO prior to (or simultaneously with) the approval of the Company's application and must be approved by the Board.

Financing/ Grants/ Consulting

Offering / Activity	Fees	Comments
Grants:	\$250 Non-Refundable Application Fee Program Administration Fees: Allowable program administration and delivery fees associated with the grant will be collected by the GCEDC. Legal Fees: Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	Generally established and parameters set by Grantor. Negotiations, based on EDC involvement, occur on occasion. Project fee negotiated between grantee and GCEDC will be agreed to in a memorandum of understanding.

ATTACHMENT TO APPLICATION FOR FINANCIAL ASSISTANCE Local Labor Workforce Certification

(Effective – August 4, 2022)

Project applicants (the “Company”), with projected / committed capital investment for facility construction of greater than or equal to \$5,000,000 (except solar projects as defined later), as a condition to receiving Financial Assistance (including a sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the “Agency”), will be required to utilize qualified Local Labor, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the “Project Site”). Solar projects in excess of 5 MW (AC) will be subject to the Local Construction Labor Policy as well.

Local Labor Defined

Local Labor is defined as individuals residing in the following Counties: Genesee, Orleans, Monroe, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua, Cattaraugus and Allegany (collectively, the “Local Labor Area”).

Local Labor Requirement

At least 90% of the total number of Project employees, excluding construction project management, of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively, the “Workers”) working on the Project Site must reside within the Local Labor Area. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Labor Area to qualify under the 90% local labor criteria.

It is understood that at certain times, Workers residing within the Local Labor Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Labor Requirement (the “Local Labor Waiver Request”) based on the following circumstances: (i) warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers; (ii) specialized construction for which qualified Local Labor Area Workers are not available; (iii) documented lack of Workers meeting the Local Labor Area requirement; or (iv) cost differentials in bids whereby use of local labor significantly increases the construction cost of the project. Prior to the granting of said waiver, the lowest bidding contractor which bid said construction project using local labor would have the right of first refusal to bid and match the lowest bid as a remedy to ensure compliance with this policy. Comprehensive documentation and justification will be required including documented evidence and verification by GCEDC staff or agents that the “right of first refusal” remedy has been effected unsuccessfully.

The Company will be responsible for the costs of an outside consultant who will perform the inspections, monitoring, and waiver processing for the duration of the construction of the project. The GCEDC will require the Company to provide a deposit to be kept in escrow by the Agency. Any unused funds at the end of construction will be returned to the Company.

The Agency shall evaluate the Local Labor Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.

Local Labor Reporting Requirement

Companies authorized to receive Financial Assistance from the Agency will be required to file or cause to be filed a Local Labor Utilization Report (the “Report”) on such form as made available by the Agency, and as directed by the Agency, which will identify, for each Worker, the city, town, or village and associated zip code that each such Worker is domiciled in. The Report shall be submitted to the Agency or its designated agents as follows: (i) immediately prior to commencement of construction activities; and (ii) on or by the next following quarterly dates of January 1, April 1, July 1, and October 1 and each quarterly date thereafter through the construction completion date.

The Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy the applicable books and records of the Company and to perform spot checks of all Workers at the Project site to verify compliance with the Local Labor Requirement throughout the construction period.

Enforcement

If Agency staff determines that: (i) the Local Labor Requirement is not being met; or (ii) upon use of its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Labor Requirement, then written notice delivered by Certified Mail of said Local Labor Requirement violation (the "Notice of Violation") shall be provided to the Company.

The Company shall have 10 business days thereafter to either:

- (i) provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement;
- (ii) submit the Local Labor Waiver Request as described above; or
- (iii) confirm in writing its inability to meet the Local Labor Requirement.

If the Company does not respond to the Agency's Notice of Violation, or if the Company confirms its inability to meet the Local Labor Requirement, then the Agency shall immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project. If a Local Labor Waiver Request is submitted and the Agency declines to issue the requester waiver, then the Company shall have 10 business days after receipt of the notice of the waiver request denial to provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement. If the Agency does not receive such confirmation, the Agency shall then immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project.

The foregoing terms have been read, reviewed and understood by the Company and all appropriate personnel. The undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialmen. Furthermore, the undersigned realized and understands that failure to abide by the terms herein could result in the Agency revoking all or any portion of Financial Assistance, whether already received or to be received by the Company, as it deems reasonable in its sole discretion for any violation hereof.

COMPANY CERTIFICATION

By: _____

Name: _____

Title: _____

Sworn to before me this ____ day
of _____, 20__.

Notary Public

ATTACHMENT TO APPLICATION FOR FINANCIAL ASSISTANCE

Local Labor Workforce Certification

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Enforcement

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COMPANY CERTIFICATION

By: _____

Name: _____

Title: _____

Sworn to before me this ____ day
of _____, 20 ____.

Notary Public



GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER VIDEOCONFERENCING POLICY

In accordance with the laws of the State of New York in the year 2022 under Public Officers Law (POL) §103-a(2)(a), the Genesee County Economic Development Center (hereinafter the “Agency”), following a public hearing, has authorized by resolution on _____, the use of videoconferencing as described in POL §103-a.

The following procedures will govern attendance by members and the public at open meetings and are herein written and established to satisfy the requirements of POL §103-a(2)(b) where the Agency, in its discretion, further permits members to participate in meetings by videoconference at a non-public, private location under “extraordinary circumstances”.

This policy defines these “extraordinary circumstances” by which a member may participate in a meeting of the board, committees, or subcommittees via videoconferencing in a non-public venue and establishes the procedures for members to notify the Agency representative in order to verify the extraordinary circumstance and sets forth a method for updating the public to attend via videoconference.

1. The Agency members shall make every effort to be physically present at any meeting of the board, committees or subcommittees of the Agency unless such member is unable to be physically present at one of the designated public meeting locations due to extraordinary circumstances.
2. POL states that a quorum of the board must be present in-person at the predetermined time and public location(s) wherein the meeting will be conducted in order for the meeting to convene. Any member attending in-person or via videoconference in a predetermined public location may count toward quorum. Any member attending via videoconference under extraordinary circumstances will not be counted toward a quorum but may participate if a quorum has convened.
3. For purposes of these procedures, the term “extraordinary circumstances” shall include disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes physical attendance at the meeting.
4. The extraordinary circumstances must be presented to an Agency representative (President & CEO or Executive VP & CFO) within a reasonable amount of time and no less than 24 hours before the meeting in order to approve the videoconference option and to give notice to the public for a simultaneous videoconference option. The request will be presented to the Board Chair and/or Board Vice Chair for final determination.
5. Public Notice of a meeting shall inform the public if extraordinary circumstances videoconferencing will be used, where the public can view or participate, and the physical locations for the meeting where the meeting can be attended.

6. Except in the case of executive session during any meeting of a board, committee, or subcommittee of the Agency, that is held with videoconferencing, the Agency shall ensure that its members can be seen, heard and identified by first and last name as well as all members attending in person. Members of the public attending in person or via videoconference will also be asked to identify themselves for the purpose of notation in the minutes.
7. Minutes of the meeting will delineate the attendance of each member and by what means they are attending, either in person or via videoconference and whether such videoconference attendance is under an extraordinary circumstance.
8. Any meeting of the board, committee, or subcommittee that is conducted with members via videoconference will be recorded, linked on the Agency web page, and saved for five (5) years. Meetings shall be transcribed upon request.
9. The in-person participation requirements of POL §103-a(2)(c) shall not apply during a state disaster emergency declared by the governor, or during a local state of emergency, if the Agency determines that the circumstances necessitating the emergency declaration would impair the ability of the Agency to hold an in-person meeting.
10. These procedures shall be conspicuously posted on the Agency's web page unless or until revisions are adopted by state law.

AUTHORIZING RESOLUTION
(Videoconferencing Policy)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, June 5, 2025.

The following resolution was duly offered and seconded, to wit:

Resolution No. 06/2025 - _____

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER ("AGENCY") AUTHORIZING A PUBLIC HEARING WITH RESPECT TO A VIDEOCONFERENCING POLICY TO ALLOW THE USE OF VIDEO CONFERENCING FOR PUBLIC MEETINGS UNDER EXTRAORDINARY CIRCUMSTANCES PURSUANT TO SECTION 103-A OF THE NEW YORK PUBLIC OFFICERS LAW

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (collectively, the "Act"), the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, Section 103-a of the New York Public Officers Law ("POL"), as enacted by Part WW of Chapter 56 of the Laws of 2022, permits public bodies such as the Agency to authorize their members to attend meetings by videoconference from locations that are not open to the public ("private locations"), when necessitated by "extraordinary circumstances," provided that (i) the number of members of the public body who attend the meeting at location(s) where the public can attend is at least equal to the number required to satisfy the public body's quorum requirement, (ii) the public body has established written procedures governing member and public attendance consistent with Section 103-a of the POL, (iii) such written procedures are conspicuously posted on the public website of the public body, and (iv) the other criteria specified in Section 103-a of the POL are satisfied; and

WHEREAS, Agency staff, in consultation with the Agency's counsel, have prepared a draft policy in compliance Section 103-a of the POL entitled **Videoconference Policy** (the "Videoconferencing Policy") a draft of which is attached hereto as **Exhibit A**; and

WHEREAS, Section 103-a(2)(a) of the POL requires that the Agency must adopt a resolution after a public hearing (the "Public Hearing") in order to authorize videoconferencing from a private location and as described within the Videoconferencing Policy; and

WHEREAS, the Agency desires to conduct a public hearing in compliance with the POL.

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NOW, THEREFORE, BE IT RESOLVED BY THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, AS FOLLOWS:

Section 1. The Agency is hereby authorized to conduct a public hearing in compliance with the POL.

Section 2. Any and all actions heretofore taken or authorized by the Agency and/or its members, officers, employees and agents with respect to this Resolution are hereby ratified, approved and confirmed in all aspects.

Section 3. This Resolution shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Peter Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Kathleen Manne	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

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SECRETARY'S CERTIFICATION

(Videoconferencing Policy)

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.:

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on June 5, 2025, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2025.

Secretary

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EXHIBIT A

Video Conferencing Policy (DRAFT)

[See Attached]

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