



Meeting Agenda – Audit and Finance Committee
 Genesee County Economic Development Center
 Tuesday, September 29, 2026 – 8:30 a.m.
 Location: 99 MedTech Drive, Innovation Zone

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	K. Manne	
	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 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		
2-5	2. Chairman's Report & Activities 2a. Agenda Additions / Other Business 2b. Minutes: September 1, 2026	K. Manne	Vote
6-9	3. Discussions / Official Recommendations to the Board: 3a. August 2026 Financial Statements	L. Farrell	Disc / Vote
	3b. Auditor Selection	L. Farrell	Discussion
	3c. Insurance Renewal	L. Farrell	Discussion
10	3d. Land Lease Rates	M. Masse	Disc / Vote
11-13	3e. Costar Contract	C. Suozzi	Disc / Vote
14-16	3f. e3communications Agreement	J. Krencik	Disc / Vote
17-24	3g. Greater Rochester Enterprise Funding Request	M. Masse	Disc / Vote
	4. Adjournment	K. Manne	Vote

Audit & Finance Committee



GCEDC Audit & Finance Committee Meeting
Tuesday, September 1, 2026
Location: 99 MedTech Drive, Innovation Zone
8:30 a.m.

MINUTES

ATTENDANCE

Committee Members: K. Manne, L. Mancuso, P. Battaglia, P. Zeliff
Staff: M. Masse, L. Farrell, C. Suozzi, K. Galdun, P. Heimlich, J. Krencik
Guests: M. Brooks (GGLDC Board Member), J. Tretter (GGLDC Board Member)
Absent:

1. CALL TO ORDER / ENTER PUBLIC SESSION

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

2. Chairman's Report & Activities

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

2b. Minutes: August 4, 2026

L. Mancuso made a motion to approve the August 4, 2026 minutes; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia- Yes
L. Mancuso- Yes
P. Zeliff - Yes
K. Manne - Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:

3a. July 2026 Financial Statements – L. Farrell reviewed with the Committee the significant items of the July 2026 long form financial statements.

- On the balance sheet, a large GURF was submitted causing a decrease in restricted cash of \$3M. Unearned Revenue decreased by the same amount. Grant Revenue was recognized as qualifying expenditures were made.
- The FAST NY Award cash balance is \$626K and the \$5.8M request from the State for additional funding is pending approval, which is the amount of MWBE expenditures achieved to date.
- The Operating Fund expenditure line items are mostly at 58% of budget as expected. There are a few that are front loaded and balance themselves out through the year and are in line with the budget.
- STAMP Fund activity is related to the \$56M ESD grant and those correlating expenditures.
- Normal monthly activity otherwise.

C. Suozzi joined the meeting at 8:33 a.m.

P. Zeliff made a motion to recommend to the full Board the approval of the July 2026 Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia - Yes
L. Mancuso - Yes
P. Zeliff - Yes
K. Manne - Yes

The item was recommended for approval as presented.

3b. 2027 GCEDC Budget – At the last Committee meeting, L. Farrell reviewed the budget worksheets and first draft of the budget in detail along with 2026 projections. L. Farrell reviewed the changes, which were highlighted in yellow, that have been made since the budget was last presented.

Changes in the projected 2026 numbers include:

- 1) On page 7, the PIF Expense was updated to match the PIF Revenue.
- 2) The STAMP grant balances for the \$56M, \$33M, and \$8M are the anticipated balances once projected 2026 activity is complete.

Changes in the 2027 budget include:

- 1) A decrease in origination fees from \$1M to \$500K.
- 2) D & O Insurance percentage increase changed from 6% to 39%. Lawley provided guidance on this assumption.
- 3) The information for the STAMP grant balances had not been entered when the budget was last presented. All of these can be seen coming in and out except the match amount of \$620K for the \$56M FAST NY, which drives the net loss.

The Committee asked questions related to the budget worksheets, but the discussion did not elicit any additional changes.

P. Heimlich joined the meeting at 8:45 a.m.

Following a brief discussion regarding the likelihood of the MWBE waiver submission being approved by the State, it was recommended that a separate contingency budget be developed in the event the MWBE waiver is not approved. Farrell stated that she would prepare the contingency budget and bring it to the October meeting to review.

P. Zeliff made a motion to recommend to the full Board the approval of the 2027 Budget as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Battaglia- Yes
L. Mancuso- Yes
P. Zeliff - Yes

K. Manne – Yes

The item was recommended for approval as presented.

3c. Bellwether Advisors, LLC Consulting Contract Extension – The GCEDC currently maintains an agreement with Bellwether Advisors, LLC, to assist with information requested by New York State related to completion of the \$56 million grant and associated MWBE requirements. The original contract with Bellwether Advisors, LLC, which was approved in 2024, included a not-to-exceed amount of \$5,000. This was intended to evaluate the firm's services, as this type of service had not been utilized previously. Based on satisfactory performance and progress, the board approved an additional not-to-exceed amount of \$15,000 in January 2026 to continue these services. An additional not-to-exceed amount of \$5,000 was approved in May 2026.

A draft waiver request has been submitted to ESD/NYS staff for review. We should be able to submit the final waiver request very soon. Additional services from Bellwether Advisors, LLC will be necessary to finalize and submit the request, along with potential for follow-up inquiries and revisions from ESD/NYS. To ensure successful completion of the waiver process and provide for any necessary post-submission support, staff is requesting an additional not-to-exceed amount of \$5,000. Staff would like the flexibility to consult with Bellwether on other MWBE matters through year-end.

Fund Commitment: \$5,000 – Professional Services budget.

Action Requested: Recommend approval of an additional not-to-exceed amount of \$5,000 for services provided by Bellwether Advisors, LLC.

P. Battaglia made a motion to recommend approval to the full Board of the additional not-to-exceed amount of \$5,000 for Bellwether Advisors, LLC as presented; the motion was seconded by P. Zeliff. Roll call resulted as follows:

P. Battaglia - Yes
L. Mancuso - Yes
P. Zeliff - Yes
K. Manne - Yes

The item was recommended for approval as presented.

3d. Pre-Approved Vendor List for Online Payments – L. Farrell requested that SIP.US be added to the list of approved vendors that can be paid online. SIP.US is our vendor for our monthly phone subscription service and now accepts online payments.

This item is approved by Committee only as part of internal controls.

P. Battaglia made a motion to approve the addition of SIP.US to the Pre-Approved Vendor List for Online Payments as presented; the motion was seconded by L. Mancuso. Roll call resulted as follows:

P. Battaglia - Yes
L. Mancuso - Yes
P. Zeliff - Yes

K. Manne - Yes

The item was recommended for approval as presented.

4. ADJOURNMENT

As there was no further business, L. Mancuso made a motion to adjourn at 8:53 a.m., seconded by P. Zelif and passed unanimously.

Genesee County Economic Development Center
Dashboard - August 2026
Balance Sheet - Accrual Basis

DRAFT

	<u>8/31/26</u>	<u>7/31/26</u>	[Per Audit] <u>12/31/25</u>
ASSETS:			
Cash - Unrestricted	\$ 12,098,383	\$ 11,952,868	\$ 11,842,122
Cash - Restricted (A) (1)	6,802,240	7,180,597	16,905,847
Cash - Reserved (B) (2)	6,061,614	6,057,414	6,944,779
Cash - Subtotal	<u>24,962,237</u>	<u>25,190,879</u>	<u>35,692,748</u>
Grants Receivable (3)	5,278	5,074	517,192
Accounts Receivable - Current (4)	569,656	537,479	524,626
Interest Receivable	16,640	69,567	56,171
Deposits (5)	670,202	724,666	2,832
Prepaid Expense(s) (6)	37,313	45,645	46,466
Loans Receivable - Current	43,919	42,987	54,301
Total Current Assets	<u>26,305,245</u>	<u>26,616,297</u>	<u>36,894,336</u>
Land Held for Dev. & Resale (7)	64,454,620	64,400,155	55,717,406
Furniture, Fixtures & Equipment	72,862	72,862	72,862
Leasehold Improvements	17,818	17,818	9,223
Total Property, Plant & Equip.	64,545,300	64,490,835	55,799,491
Less Accumulated Depreciation	(72,088)	(71,991)	(71,148)
Net Property, Plant & Equip.	<u>64,473,212</u>	<u>64,418,844</u>	<u>55,728,343</u>
Accounts Receivable- Noncurrent (8)	4,050,000	4,050,000	4,050,000
Grants Receivable- Noncurrent (3)	50,850	50,850	50,850
Loans Receivable- Noncurrent (Net of \$23,393 Allow. for Bad Debt)	50,562	52,871	78,261
Right to Use Assets, Net of Accumulated Amortization	89,614	89,614	89,614
Other Assets	<u>4,241,026</u>	<u>4,243,335</u>	<u>4,268,725</u>
TOTAL ASSETS	<u>95,019,483</u>	<u>95,278,476</u>	<u>96,891,404</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflows (14)	301,089	301,089	301,089
Deferred Outflows of Resources	<u>301,089</u>	<u>301,089</u>	<u>301,089</u>
LIABILITIES:			
Accounts Payable (9)	63,851	96,916	2,212,365
Loan Payable - Genesee County - Current (10)	350,000	350,000	335,000
Loans Payable - ESD - Current (11)	5,196,487	5,196,487	5,196,487
Accrued Expenses	72,787	58,229	37,757
Lease Payable - Current	9,300	9,300	9,300
Customer Deposits (12)	276,304	623,772	42,532
Unearned Revenue (13)	5,253,252	5,252,953	14,064,762
Total Current Liabilities	<u>11,221,981</u>	<u>11,587,657</u>	<u>21,898,203</u>
Loan Payable - Genesee County - Noncurrent (10)	1,500,000	1,500,000	1,850,000
Lease Payable - Noncurrent	85,993	85,993	85,993
Net Pension Liability (14)	426,638	426,638	426,638
Total Noncurrent Liabilities	<u>2,012,631</u>	<u>2,012,631</u>	<u>2,362,631</u>
TOTAL LIABILITIES	<u>13,234,612</u>	<u>13,600,288</u>	<u>24,260,834</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Inflows (14)	9,637	9,637	9,637
Deferred Inflows of Resources	<u>9,637</u>	<u>9,637</u>	<u>9,637</u>
NET ASSETS	<u><u>\$ 82,076,323</u></u>	<u><u>\$ 81,969,640</u></u>	<u><u>\$ 72,922,022</u></u>

Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M, \$33M and \$56M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD.
 2. Reserved Cash - Funds have been internally reserved as matching funds related to the FAST NY grant supporting STAMP development. Funds have also been reserved as collateral for the \$4M letter of credit required by NYPA.
 3. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
 4. Accounts Receivable - Current - Economic Development Funding, MTC Management, Project Origination Fee installments due within 12 months of the balance sheet date (Hecate Solar \$275K, GE Bergen \$100K & HP Hood \$129.8K), misc.
 5. Deposits - Includes deposit paid to NY Power Authority, which will be reduced as expenses are recognized; Down payment on the 345 kv breaker for STAMP; MTC lease security deposit.
 6. Prepaid Expense(s) - CCS Task 2 Annual Raptor Survey and insurance.
 7. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
 8. Accounts Receivable - Noncurrent - Termed out project origination fees from GE Bergen and Hecate Solar that will not be collected within 12 months from the Balance Sheet date.
 9. Accounts Payable - 2025 legal expenses related to Ellicott Station that will be paid in 2026, interest earned on grant funds that will be remitted to ESD, dental insurance, Ostroff, and e3communications.
 10. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
 11. Loans Payable - ESD - Current - Loans from ESD to support STAMP land acquisition and related soft costs.
 12. Customer Deposits - Funds received from projects that are subject to the Local Labor Policy and responsible for covering expenses related to the required reporting; Funds received from data center projects to cover expenses related to review of their applications.
 13. Unearned Revenue - STAMP ESD grant funds received in advance and deposited into an imprest cash account (related to the \$33M grant, \$8M grant and \$56M FAST NY grant); Municipal and National Fuel grant funds received, but not yet expended / earned; interest received in advance; Genesee County contribution received in advance.
 14. Deferred Pension Outflows / Deferred Pension Inflows / Net Pension Liability - Accounts related to implementation of GASB 68.
- (A) Restricted Cash = Customer Deposits, BP2 Funds, GAIN! Loan Funds, Municipal Funds, Grant Funds Received in Advance, Batavia Home Funds.
 (B) Reserved Cash = FAST NY Grant Matching Funds, STAMP Letter of Credit Reserve, Workforce Dev Funds, CBA Funds.

**Genesee County Economic Development Center
Dashboard - August 2026
Profit & Loss - Accrual Basis**

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			YTD		2026	2026
					Board Appr.	YTD %
	8/31/26	8/31/25	2026	2025	Budget	of Budget
<u>Operating Revenues:</u>						
Genesee County	\$ 19,459	\$ 19,459	\$ 155,673	\$ 155,673	\$ 233,513	67%
Genesee County - WFD	2,083	2,083	16,665	16,665	25,000	67%
Fees - Projects	138,700	59,213	318,950	4,859,435	1,057,000	30%
Fees - Services	7,372	7,309	58,975	58,473	88,460	67%
Interest Income on Loans	170	157	1,017	1,379	1,330	76%
Rent	1,500	1,500	20,770	21,954	28,780	72%
Common Area Fees - Parks	-	-	2,836	2,814	2,855	99%
Grants (1)	204	2,011,340	9,383,367	12,876,586	35,913,690	26%
GGLDC Grant - Econ. Dev. Program Support	25,000	25,000	200,000	200,000	300,000	67%
Land Sale Proceeds	-	-	10,010	-	-	N/A
BP ² Revenue	-	-	19,460	7,374	45,752	43%
Other Revenue (2)	378,737	8,338	747,186	203,130	86,915	860%
Total Operating Revenues	573,225	2,134,399	10,934,909	18,403,483	37,783,295	29%
<u>Operating Expenses</u>						
General & Admin	119,252	118,342	1,043,043	960,633	1,800,355	58%
Professional Services (3)	389,587	18,043	837,827	193,159	257,065	326%
Site Maintenance/Repairs	625	1,550	11,232	16,173	64,500	17%
Property Taxes/Special District Fees	-	-	3,659	3,873	4,137	88%
BP ² Expense	-	-	-	-	-	N/A
PIF Expense	-	-	106,835	71,284	205,137	52%
Grant Expense - Batavia Home Fund	-	-	-	10,000	-	N/A
CBA Pass Through	-	-	-	-	-	N/A
Site Development Expense	100	49,682	170,500	545,601	27,365,576	0.6%
Leasehold Improvements	-	-	8,595	-	-	-
Real Estate Development (4)	54,465	2,309,515	8,737,214	13,096,181	10,501,574	83%
Balance Sheet Absorption	(54,465)	(2,309,515)	(8,745,809)	(13,096,181)	-	N/A
Total Operating Expenses	509,564	187,617	2,173,096	1,800,723	40,198,344	5%
Operating Revenue (Expense)	63,661	1,946,782	8,761,813	16,602,760	(2,415,049)	
<u>Non-Operating Revenue</u>						
Other Interest Income	43,022	74,946	392,488	513,133	388,000	101%
Total Non-Operating Revenue	43,022	74,946	392,488	513,133	388,000	101%
Change in Net Assets	106,683	2,021,728	9,154,301	17,115,893	\$ (2,027,049)	
Net Assets - Beginning	81,969,640	58,606,133	72,922,022	43,511,968		
Net Assets - Ending	\$ 82,076,323	\$ 60,627,861	\$ 82,076,323	\$ 60,627,861		

Significant Events:

1. Grants YTD - Med Tech Landing annual contribution to the Batavia Home Fund (to be paid in 2026-2045); PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; National Grid grant supports marketing and development activities for STAMP; ESD \$33M, \$8M and FAST NY Grants support STAMP engineering, environmental, legal, infrastructure, etc.
2. Other Revenue YTD - Annual meeting registrations, local labor reporting and data center project review expenses covered by participating projects, misc.
3. Professional Services YTD - Includes legal and consulting services for the data center project review, local labor requirements, government relations, audits, and other related matters.
4. Real Estate Development Costs YTD - STAMP development costs.

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Genesee County Economic Development Center

August 2026 Dashboard

Statement of Cash Flows

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	8/31/26	YTD
CASH FLOWS USED BY OPERATING ACTIVITIES:		
Genesee County	\$ 21,542	\$ 193,880
Fees - Projects	138,950	309,200
Fees - Services	-	44,230
Interest Income on Loans	69	885
Rent	1,900	21,170
Common Area Fees - Parks	-	2,836
Grants	-	1,040,380
BP ² Revenue	-	19,460
GGLDC Grant - Economic Development Program Support	-	150,000
Other Revenue	-	417,218
Repayment of Loans	1,377	38,081
Net Land Sale Proceeds	-	10,010
Customer Deposit	31,269	735,127
General & Admin Expense	(92,058)	(1,000,495)
Professional Services	(389,587)	(979,211)
Site Maintenance/Repairs	(625)	(11,232)
Site Development	(100)	(240,489)
Property Taxes/Special District Fees	-	(3,659)
PIF Expense	-	(124,021)
Deposit Paid	-	(2,216,415)
Improv/Additions/Adj to Land Held for Development & Resale	-	(9,143,092)
Net Cash Used By Operating Activities	<u>(287,263)</u>	<u>(10,736,137)</u>
CASH FLOWS USED BY CAPITAL & RELATED FINANCING ACTIVITIES:		
Purchase of Capital Assets/Leasehold Improvements	-	(10,200)
Net Cash Used By Capital & Related Financing Activities	<u>-</u>	<u>(10,200)</u>
CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:		
Principal Payments on Loan	-	(335,000)
Net Cash Used By Noncapital Financing Activities	<u>-</u>	<u>(335,000)</u>
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest Income (Net of Remittance to ESD)	<u>58,621</u>	<u>350,826</u>
Net Change in Cash	(228,642)	(10,730,511)
Cash - Beginning of Period	25,190,879	35,692,748
Cash - End of Period	\$ <u>24,962,237</u>	\$ <u>24,962,237</u>
RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:		
Operating Revenue	\$ 63,661	\$ 8,761,813
Depreciation Expense	97	940
(Increase) Decrease in Operating Accounts/Grants Receivable	(32,381)	466,884
(Increase) Decrease in Deposits	54,464	(667,370)
Decrease in Prepaid Expenses	8,332	9,153
Decrease in Loans Receivable	1,377	38,081
Increase in Land Held for Development & Resale	(54,465)	(8,737,214)
Increase (Decrease) in Operating Accounts Payable	4,263	(2,065,716)
Increase in Accrued Expenses	14,558	35,030
Increase (Decrease) in Unearned Revenue	299	(8,811,510)
Increase (Decrease) in Customer Deposits	(347,468)	233,772
Total Adjustments	<u>(350,924)</u>	<u>(19,497,950)</u>
Net Cash Used By Operating Activities	\$ <u>(287,263)</u>	\$ <u>(10,736,137)</u>

2027 Land Lease Rates
Agricultural leases

Genesee County Economic Development Center

Lessee	Location	Term	Rate / acre
Stein Farms	Oatka Hills	One year	\$ 100.00
Hy Hope Farms	Leroy	One year	\$ 100
Norm Geiss	STAMP	One year	\$ 100
Lamb Farms	STAMP	One year	\$ 100
Lamb Farms	STAMP	One year	\$ 5.72

GCEDC

Jim Krencik, Sr. Director, Marketing & Communications

Audit & Finance Committee Meeting Report

September 29, 2026

CoStar Contract

Discussion: The GCEDC has used CoStar's LoopNet site listing service for multiple Genesee County sites, and last year explored expanded data and analytics services offered by the company. We plan to use only the site listing service for the coming year.

The estimated annual cost for a 12-month subscription is \$2,000 and the proposed contract covers November 2026 to October 2027. The funding for this expense was anticipated in the GCEDC's 2026 and 2027 Marketing Operations budgets.

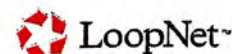
Committee action request: Recommend approval of not-to-exceed \$2,000 for CoStar site listing services.

3e

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LoopNet Advertising Agreement

FOR INTERNAL ONLY: (Ref ID) 3881417	
AE:	Jessica Kemper
Location ID:	164346801
Business Code:	Owner



BILL TO:	
Customer: Chris Suozzi	Location ID: 164346801
Address: 99 Med Tech Dr, Suite 106	City/State/Zip: Batavia, NY 14020-9712
Telephone:	
Bill-To Contact: Chris Suozzi	Email for Bill-To Contact: csuozzi@gcedc.com

USE:	BILLING CYCLE:
Total No. Listings: 4	☐ Monthly ☐ Semi-Annually
Total No. Sites: 1	☐ Quarterly ☒ Yearly
Total No. Authorized Users (All Sites): 1	

TERM:	
One Year Initial Term	
INVOICE TYPE/BILLING PREFERRED:	START DATE:
Single Invoice	Immediate Start

SERVICES			
Site	Market	Product Description	Monthly License Fees (Before Tax)
164346801	Broker	LoopNet Premium Plan(Ind) -- 4 Listings	\$170.00
Total Monthly Fees From Additional Schedule of Services:			
LoopNet Discount:			\$10.08
Total Monthly Advertising Fees:			\$170.00
Discounted Monthly Advertising Fees:			\$159.92

Notes: It is the Customer's responsibility to promptly provide LoopNet with any contact or billing information changes or updates (including phone number, email address, credit card numbers, etc.). Contact updates should be made online via "My Profile" once Customer has logged into www.LoopNet.com. Billing updates should be emailed to Billing@costar.com.

This Advertising Agreement incorporates by reference the Terms and Conditions for the services identified above (available at: <https://www.loopnet.com/solutions/LoopNetTerms-and-Conditions>) and any addenda attached hereto between the parties, and establishes the terms and conditions under which LoopNet will provide the services set forth in this Advertising Agreement. Use of any LoopNet product is also subject to the website Terms of Service/Use ("Website Terms of Use") available online for each applicable service provided under this Advertising Agreement. Customer agrees to comply with such Website Terms of Use and to regularly review them for updates and changes. Any conflict or inconsistency shall be resolved according to the following order of precedence: (1) this Advertising Agreement; (2) the Terms and Conditions; and (3) the Website Terms of Use. Terms used on this Advertising Agreement and not otherwise defined shall have the meanings set forth in the applicable Terms and Conditions.

In the event Customer does not execute this Advertising Agreement by 9/30/2026, this Advertising Agreement shall become null and void; however, if both parties execute and commence performance of their duties and obligations under this Advertising Agreement after such date, this Advertising Agreement shall continue in full force and effect and be binding on the parties. The person executing this Advertising Agreement on behalf of Customer represents and warrants having the authority to do so. LoopNet hereby provides notice that only an authorized officer of LoopNet or its parent company can execute this Advertising Agreement on behalf of LoopNet. Delivery of an executed signature page to this Advertising Agreement by electronic means shall be effective and constitute a legal and binding agreement between the parties.

LoopNet

Chris Suozzi

By: 
 Name: Robin Rossmann
 Title: Chief Financial Officer
 Date:
 Address: 1201 Wilson Blvd
 Address: Arlington, VA 22209-2304

Signature: _____
 Print Name: Chris Suozzi
 Title: VP Business & Workforce Development
 Date: _____
 Address: 99 Med Tech Dr, Suite 106
 Address: Batavia, NY 14020-9712

AUTHORIZED USERS	
Contact Name: Chris Suozzi	Phone: (585) 409-1301
Email: csuozzi@gcedc.com	Role: User

DRAFT

GCEDC

Jim Krencik, Sr. Director, Marketing & Communications

Audit & Finance Committee Report

September 29, 2026

E3communications GCEDC Public Relations and Social Media Services Contract

Discussion: e3communications, a professional media and public relations firm/consultant, has submitted a proposal for 2027 services related to public relations, sales and marketing content, and marketing services for the Genesee County Economic Development Center.

In 2026, e3communications supported GCEDC staff with GCEDC planning, sales and marketing, and government/stakeholder relations. e3communications also maintains GCEDC's targeted media presence to audiences in project development and the greater public on LinkedIn and Facebook.

The proposed expenditure of \$4,000/month is at the same level as in the previous four years.

Fund Commitment: \$48,000 fund commitment. Funding is available and budgeted in the 2027 GCEDC Marketing - Operations budget for the full contract.

Board Action Request: Approval of a contract for services for the Jan. 1, 2027 to Dec. 31, 2027 period.



September 25, 2026

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

RE: 2027 Agreement for Public Relations and Social Media Services

Dear Mark:

Thank you for the opportunity to provide public relations and social media services to the Genesee County Economic Development Center (GCEDC) in 2027.

The scope of services that would be implemented on behalf of the GCEDC include:

- Providing strategic public relations counsel regarding organizational messaging as issues develop; this would include participating in planning meetings and various other communications with staff e.g. conference calls, emails, etc.
- The writing and review of various materials, including press releases, statements, media alerts, letters, opinion pieces and other materials as determined necessary.
- Acting as a liaison with media outlets in following up on the distribution of press releases and other materials; the facilitation of interview requests by reporters as well as editorial board meetings, pitching news editors for stories about organizational initiatives.
- Assisting in the coordination and execution of special events such as news conferences, media briefings, etc. This would include developing a program/agenda, writing of scripts, invitations, logistics and other tactics.
- Participating in planning meetings to discuss social media content.
- Developing/creating monthly content for social media channels, including being on site at various locations across the County to shoot video content.
- Editing of video to compile into social media content.
- Compile monthly social media analytics report.



- Monitoring and tracking and distributing relevant news articles and placements and provide monthly report on public relations activities.

All work conducted by e3communications for the Genesee County Economic Development Center in 2027 will be budgeted at \$48,000 (monthly fee of \$4,000). There is no cap on the number of hours rendered on a monthly basis. A description of the services will be provided in each invoice for the work conducted in that month. **All terms are 30 days payment.**

The terms outlined in this agreement shall remain in effect from January 1, 2027 until December 31, 2027 or until modified or terminated by either party upon thirty (30) days written or verbal notice.

e3communications pledges its confidentiality to the Genesee County Economic Development Center for all work e3communications performs on behalf of the Genesee County Economic Development Center.

If you are in agreement with the terms and conditions outlined above please indicate by signing below. Thank you again for the opportunity to work on behalf of the Genesee County Economic Development Center.

Sincerely,

e3communications

Earl V. Wells III
President

For the Genesee County Economic Development Center

Mark Masse
President and CEO

GCEDC

Jim Krencik, Marketing and Communications Director

Audit and Finance Committee Report

September 29, 2026

Greater Rochester Enterprise (GRE) – GCEDC Support

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

This funding request supports GRE staff partnerships with GCEDC's business development, sales and marketing, site development, and talent attraction efforts. GCEDC also receives an active role on Greater Rochester Enterprise's board of directors. GRE staff directly enhance GCEDC's active sales funnel at STAMP and our shovel-ready sites.

The proposed expenditure of \$55,000 is at the same level as in the previous two years.

Fund Commitment: \$55,000 fund commitment. Funding is available and budgeted in the 2027 GCEDC Dues & Subscriptions budget for the full contract.

Board Request: Approval of a contract for services for the January 1, 2027 to December 31, 2027 period.

Professional Services Agreement
between
Genesee County Economic Development Center
and
Greater Rochester Enterprise

Dated: January 2027

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of January, 2027 and is by and between the **Genesee County Economic Development Center (GCEDC)**, a Public Benefit Corporation, with offices at 99 MedTech Drive, Batavia, NY 14020 ("County") and **GREATER ROCHESTER ENTERPRISE, INC.**, a New York not-for-profit Corporation, with offices at 100 Chestnut Street, Rochester, New York 14604 ("GRE").

WITNESSETH:

WHEREAS, GRE and GCEDC have been working in cooperation since GRE's founding in 2001 in an effort to streamline local and regional economic development efforts to facilitate the strengthening of the local economy and providing for more and better jobs for community residents;

WHEREAS, the parties hereto in furtherance of said partnership are desirous of implementing and providing for a further evolution and definition of said partnership so as to encompass the GCEDC's role promoting the economic growth of Genesee County and the creation of jobs, and attracting new businesses to the region;

WHEREAS, the GCEDC is desirous in obtaining the services of GRE to assist it in its efforts in this regard; and

WHEREAS, GRE is willing, able and qualified to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide an integrated economic development system to address the duplication that exists in local and regional economic development efforts. Such a system will streamline and consolidate business access to available economic development programs and assistance by creating a "one-stop" shop for economic development. Such a system will also enable the community to speak with one unified voice in attracting new businesses to Genesee County and will maximize efforts to strengthen the local economy and provide for more and better jobs for community residents.

2. SCOPE OF SERVICES

In furtherance of the above stated purposes, GRE hereby agrees to perform certain economic development services for GCEDC as particularly set forth and described on Schedule A which is made a part hereof. The parties recognize and agree that GRE's services as set forth on Schedule A for the purposes mentioned above will be principally and primarily focused on the attraction of new businesses and good paying jobs to Genesee County.

3. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2027 through December 31, 2027.

4. CONTRACT AMOUNT

GRE agrees to accept in full satisfaction of all of its expenses and compensation for its services under this Agreement, annual payment in the amount of \$55,000 payable on May 1, 2027 subject to the submission of a properly executed invoice.

5. OWNERSHIP OF WORK

Subject to client requested confidentiality, the parties shall have reasonable access to the work product and information created pursuant to the Agreement including, but not limited to, software and software applications. The foregoing also includes passwords and password access where applicable. Furthermore, subject only to third party license agreements, the parties shall have the right to download any and all work product and information. This access shall continue for a period of one year after the termination of the Agreement or, with respect to a specific project, until that project is terminated. To the extent that equipment or materials are purchased solely for GCEDC with funds solely provided pursuant to the Agreement and are not consumed in the performance of the Agreement functions, they shall vest in and be returned to the GCEDC upon the termination of the Agreement. Notwithstanding the foregoing, the parties acknowledge that they have and will continue to create material and develop information related to economic development activities that are outside the scope of this Agreement and that GRE, in the event of a termination of this Agreement for any reason, may continue to use all work product, data, software and software applications and all other information developed or acquired by GRE during the term of this Agreement whether developed or acquired by use of the payments received pursuant to this Agreement.

6. INDEPENDENT GRE STATUS

GRE covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that it, its employees or agents will neither hold themselves out nor claim to be an officer or employee of GCEDC nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, Unemployment benefits, Social Security or retirement membership or credit.

7. NON-DISCRIMINATION

GRE agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

8. INSURANCE

GRE will, at its own expense, procure and maintain a policy or policies of insurance during the term of this agreement. The policy or policies of insurance required are standard Workers Compensation and Disability Insurance, if required by law; general liability insurance (including without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate coverage; automobile liability insurance in the amount or \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the GCEDC, shall be delivered to the GCEDC before final execution of the Agreement and original renewal

certificated conforming to the requirements of this section shall be delivered to the GCEDC at least sixty (60) days prior to the expiration of the policy or policies of insurance. GRE's general liability insurance and automobile liability insurance shall provide for and name the GCEDC as an additional insured. All policies shall insure GCEDC for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing, duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the GCEDC.

If any required insurance coverage contains aggregate limits or apply to other operations of GRE, outside of those required by the Agreement, GRE shall provide the GCEDC with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords the GCEDC. GRE shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

GRE certifies that it is in compliance with the New York State Worker's Compensation and Disability Benefits Law, and certificates evidencing compliance are herewith attached.

9. NOTICE AND DEMAND

Unless otherwise provide in this Agreement, any notice, demand or other communication required to be given under this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, or delivered personally to the following addresses:

In the case of GRE:

Matthew Hurlbutt, President & CEO
Greater Rochester Enterprise
100 Chestnut Street, Suite 1910
Rochester, New York 14604

In the case of GCEDC

Mark Masse, President & CEO
Genesee County Economic Development Center
99 MedTech Drive
Batavia, NY 14020

Or at such other address with respect to either party as such may, from time to time, designate in writing and forward to the other as provided in this Section.

10. TERMINATION

This Agreement may be terminated on the occurrence of any of the following events:

A. Mutual consent of the parties.

B. By GCEDC at the end of the initial term of this Agreement or at the end of any additional term upon one hundred eighty (180) days written notice to GRE prior to the end of the initial term of this Agreement or prior to the end of any additional term.

C. By GCEDC upon the failure by GRE to provide the services required under Section 2 of this contract; provided, however, GCEDC shall give GRE written notice of any such failure and a period of thirty (30) days to cure the failure described in the notice. In the event a failure is not cured within thirty (30) days of the receipt by GRE of such notice, then GCEDC may terminate this Agreement.

D. By GRE in the event GCEDC fails to pay any installment payment when due; provided, however, GRE shall give GCEDC written notice of such failure and ten (10) days notice within which to make the payment.

Upon termination of this Agreement, all unpaid sums for services performed as of the date of termination, whether or not invoiced at that date, shall become immediately due and payable.

11. CONTRACTOR QUALIFIED, LICENSED, ETC.

GRE represents and warrants to GCEDC that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

12. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between GCEDC and GRE and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

13. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

GRE acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations

14. MISCELLANEOUS

GRE and GCEDC will honor all confidentiality requested by each entity as well as confidentiality requested by third parties in formal agreements.

15. AMENDMENT

This Agreement may not be amended except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

GREATER ROCHESTER ENTERPRISE, INC.

By: _____
Matthew C. Hurlbutt, President & CEO

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

By: _____
Mark Masse, President & CEO

Schedule A

GREATER ROCHESTER ENTERPRISE SCOPE OF WORK FOR GENESEE COUNTY

Assist in the attraction of new businesses to Genesee County and the Greater Rochester/Finger Lakes region. This Includes building relationships with corporate executives, site selection consultants and others for target industries that leverage Genesee County assets.

Support business retention and expansion projects in Genesee County in partnership with the Genesee County Economic Development Center.

Provide demographic, industry information and research services to support business retention, expansion and attraction opportunities in Genesee County.

Support entrepreneurship and innovation in Genesee County.

Connect businesses with resources in Genesee County, and lead initiatives, as appropriate, to support the growth of new and established businesses in Genesee County. An example of such activity is the GRE Economic Gardening program.

Reference Genesee County, in the marketing content GRE develops to promote the Greater Rochester/Finger Lakes region, including but not limited to www.RochesterBiz.com.