



**Meeting Agenda – Audit and Finance Committee**

Genesee Gateway Local Development Corp

Thursday, March 28, 2024 – 3:00 p.m.

Location: 99 MedTech Drive, Innovation Zone

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	M. Brooks	
2-6	<b>2. Chairman’s Report &amp; Activities</b> 2a. Agenda Additions / Other Business 2b. Minutes: March 5, 2024	M. Brooks	Vote
7-22 23-25 26-30	<b>3. Discussions / Official Recommendations to the Board:</b> 3a. 12/31/23 Audit 3b. Mowing Bids 3c. Authorizing Resolution – Sale of Land to MedTech Landing, LLC 3d. Service Agreement for Fire Alarm System	Mostert, Manzanero & Scott M. Masse M. Masse M. Masse	Disc / Vote Disc / Vote Disc / Vote Disc / Vote
	<b>5. Adjournment</b>	M. Brooks	Vote

**GGLDC Audit & Finance Committee Meeting**

**Tuesday, March 5, 2024**

**Location – 99 MedTech Drive, Innovation Zone**

**8:30 a.m.**

**MINUTES**

**ATTENDANCE**

Committee Members: P. Battaglia, J. Tretter, M. Brooks, D. Cunningham

Staff: L. Farrell, M. Masse, L. Casey, P. Kennett, C. Suozzi, J. Krencik, S. Hyde, E. Finch

Guests: M. Gray, K. Manne, P. Zelif (Video Conference)

Absent:

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

M. Brooks called the meeting to order at 8:32 a.m. in the Innovation Zone.

M. Brooks stated that there is no Executive Session.

**2. CHAIRMAN'S REPORT & ACTIVITIES**

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

**2b. Minutes: January 30, 2024**

**J. Tretter made a motion to recommend approval of the January 30, 2024, minutes; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS TO THE BOARD:**

**3a. Allowance for Doubtful Accounts** - L. Farrell reviewed the analysis of allowance for doubtful accounts with the Committee. The outstanding loan balances, included on page 6, are reported as of 12/31/23. The GGLDC has a 100% collectability assessment for all their loans. L. Farrell reminded the Committee that there is a deferred loan with Freightliner. This was an OCR project that was 50% regular loan and 50% deferred loan. It is anticipated that Freightliner will pay off their regular loan balance in 2024. They have met all requirements with OCR and the final requirement before consideration of

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deferral is to pay off the loan. This is why there is 0% collectability assessed for the deferred loan as it would be written off as grant expense.

Last year, our allowance was at about 10% of our outstanding balances. This year the allowance is about 11% if no adjustment is made. There was a 2023 adjustment of \$6,300 for a chamber loan that was written off as bad debt. Staff does not recommend changing the allowance.

The Committee asked if the auditors had ever questioned the allowance amount/percentage. L. Farrell stated that the auditors only confirm that the analysis is reviewed by the Committee, which satisfies the auditors. They want to know that the Committee and management are comfortable with the level.

**D. Cunningham made a motion to recommend to the full Board the approval of the Allowance for Doubtful Accounts as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3b. Investment Report** - The Investment Report summarizes the GGLDC's bank balances, general ledger balances and interest income at 12/31/23. As of 12/31/23, GGLDC cash balances were fully collateralized. The GGLDC has collateral agreements in place with Five Star Bank and Tompkins Community Bank. This report is required by PARIS and will be posted on the website.

An Investment Report is also included for the GAB, LLC. As of 12/31/23, GAB, LLC savings and checking account balances were secured by IntraFi Network deposits. The funds invested in a CD were not covered by this agreement.

P. Battaglia noted that the Bank of Castile listed on the Investment Reports should be changed to Tompkins Community Bank.

**P. Battaglia made a motion to recommend to the full Board the approval of the Investment Report with the above-mentioned change; the motion was seconded by D. Cunningham. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3c. Procurement Report** - Public Authorities are required to report all procurement transactions active during the reporting period that have an actual or estimated value of \$5,000 or more. This report will be submitted to the PARIS system and posted on the website. The board has already approved most

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expenses or contracts that exceed \$5,000. Therefore, the Committee has already seen and approved most of the information that is collectively stated in this report.

P. Battaglia stated that it is the sum of payments to any given vendor that exceed \$5,000 that is included in the Procurement Report. L. Farrell confirmed.

**P. Battaglia made a motion to recommend to the full Board the approval of the Procurement Report as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3d. Stormwater Maintenance Agreement** - As part of their construction of their housing project, MedTech Landing, LLC will acquire the stormwater pond that was designed to handle the full build out of MedTech Park, including the existing MedTech Centre. This agreement allows the MedTech Centre to have an easement to allow for its current stormwater flow from the facility into the existing pond. This agreement was a requirement from the Town of Batavia. Without this agreement, the MedTech Centre would have to construct its own pond upon sale of the existing one. The agreement allows us access to the pond, but MedTech Landing, LLC is responsible for the maintenance.

**J. Tretter made a motion to recommend to the full Board the approval of the Stormwater Maintenance Agreement as presented; the motion was seconded by D. Cunningham. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3e. Maintenance MOU for MedTech Centre** - The GGLDC had its two maintenance personnel leave at the end of December 2023. Genesee County has proposed an MOU for the GGLDC to utilize County personnel for maintenance on an as needed basis until a full-time hire can be made. The GGLDC will be invoiced monthly on a time/materials basis for work performed. The County cannot support a more permanent agreement with the new jail and low personnel. This will allow time to either hire someone for this role or to find a company to do this long term. Staff have also discussed posting the position or potentially partnering with MedTech Landing, LLC to contract with their maintenance personnel for the housing project that will be adjacent to MedTech Centre.

**Fund commitment:** Not to exceed \$10,000 from operational funds of MedTech Centre.

**Board action request:** Approval of MOU for \$10,000 with Genesee County.

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**P. Battaglia made a motion to recommend to the full Board the approval of the Maintenance MOU for the MedTech Centre not to exceed \$10,000 as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3f. Mowing for Ag Park with Genesee County Highway Department** - The GGLDC Received a proposal for mowing of the stormwater ponds and vacant land at Ag Park for 2024.

**Fund commitment:** \$12,100 from operational funds of Ag Park.

**Board action request:** Approval of mowing contract for \$12,100 with Genesee County Highway Department.

**P. Battaglia made a motion to recommend to the full Board the approval of the Mowing Proposal for Ag Park with the Genesee County Highway Department not to exceed \$12,100 as presented; the motion was seconded by D. Cunningham. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3g. Approval of Service Agreement for HVAC Services** – The GGLDC has a proposal from Triton Mechanical to perform bi-annual maintenance on the HVAC system. This contract is more in depth and provides some additional services that the previous agreement with Turnbull did not. This contract will be under the \$5,000 limit that would require Board approval, however, throughout the course of the year there will be service calls and repairs needed that will cause the total expenditure to go over \$5,000.

**Fund Commitment:** 1) Maintenance contract with Triton for the HVAC system in the amount of \$4,950, as well as 2) Service calls and maintenance work that is not to exceed an additional \$15,000.

**Board Action Request:** Approval of 1) the maintenance contract with Triton for the HVAC system in the amount of \$4,950, as well as 2) service calls and maintenance work that is not to exceed an additional \$15,000 to be voted on separately.

**P. Battaglia made a motion to recommend to the full Board the approval of the HVAC System Maintenance Contract with Triton not to exceed \$4,950 as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:**

J. Tretter - Yes

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- P. Battaglia - Yes
- M. Brooks - Yes
- D. Cunningham - Yes

**The item was approved as presented.**

**J. Tretter made a motion to recommend to the full Board the approval of service calls and maintenance work completed by Triton for the HVAC system not to exceed \$15,000 as presented; the motion was seconded by D. Cunningham. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3h. GLOW Works, Inc Invoices for Healthcare & Manufacturing Events** – We have been impactful in creating new workforce development programs over the years. Programs like “GLOW with your Hands” Manufacturing and “GLOW with your Hands” Healthcare are impactful for K-12 career exploration with our local companies. As in years past, we are seeking to assist in supporting both programs for 2024 events.

**Action Requested:** We would like to support GLOW Works, Inc, a 501 (c)3 that is the overarching entity that supports GLOW with your Hands and GLOW with your Hands Healthcare. Staff is requesting a contribution from the GGLDC in the amount of \$5,000 (\$2,500 for each program) to support these workforce development programs under GLOW Works, Inc.

**D. Cunningham made a motion to recommend to the full Board the approval of 1) the GLOW Works, Inc. Sponsorship for GLOW with Your Hands: Healthcare Event in the amount of \$2,500 and 2) the GLOW Works, Inc. Sponsorship for the GLOW with Your Hands: Manufacturing Event in the amount of \$2,500 as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:**

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

**The item was approved as presented.**

**4. ADJOURNMENT**

As there was no further business, J. Tretter made a motion to adjourn at 8:49 a.m., seconded by D. Cunningham and passed unanimously.

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### **Mowing contract for MedTech and Ag Park**

**Discussion:** The GGLDC has solicited bids to mow the following:

1. Property located at 8750 Ag Park Drive, mow bi weekly starting April 1 through October 31
2. Mowing of the green space around 99 MedTech Drive, the Upstate MedTech Centre, weekly for 16 weeks.

The following bids were received:

1. Bubba's Landscape – Declined to bid
2. Craig's Mowing and Landscape - \$3,760
3. S&S Excavating & Blacktop - \$6,400
4. Scalia's Landscape - \$3,920
5. Fava Brothers - \$9,900

**Fund commitment:** \$3,760 from operational funds of MedTech and Ag Park.

**Board action request:** Approval of mowing contract for \$3,760 to Craig's Mowing and Landscape

Mowing Bids 2024	Quote Amount (GCEDC)	Quote Amount (GGLDC)	Contact
Craig's Mowing and Landscape	\$6160/385 per mow	\$3760/\$235 per mow	<a href="mailto:cmlandscapes@yahoo.com">cmlandscapes@yahoo.com</a>
S&S Excavating & Blacktop Inc	\$10,400/\$650 per mow	\$6400/\$400 per mow	<a href="mailto:ssexcavatingseptic@gmail.com">ssexcavatingseptic@gmail.com</a>
Scalia's Landscape	\$7120/\$390 per mow	\$3920/\$245 per mow	<a href="mailto:coltoncole7@outlook.com">coltoncole7@outlook.com</a>
Fava Brothers	\$11,200/\$700 per mow	\$9900/\$400 per mow	<a href="mailto:favalawncare@yahoo.com">favalawncare@yahoo.com</a>





GCEDC quote request for mowing at the STAMP site and in Alabama, NY:

Contractor will mow the following:

1. Property at 805 Lewiston Road, mow bi weekly starting April 1 through October 31 (16 times)
2. Properties at 6725, 6620, 6608, 6590, 6576 and 6561 Crosby Road, mow bi weekly starting April 1 through October 31

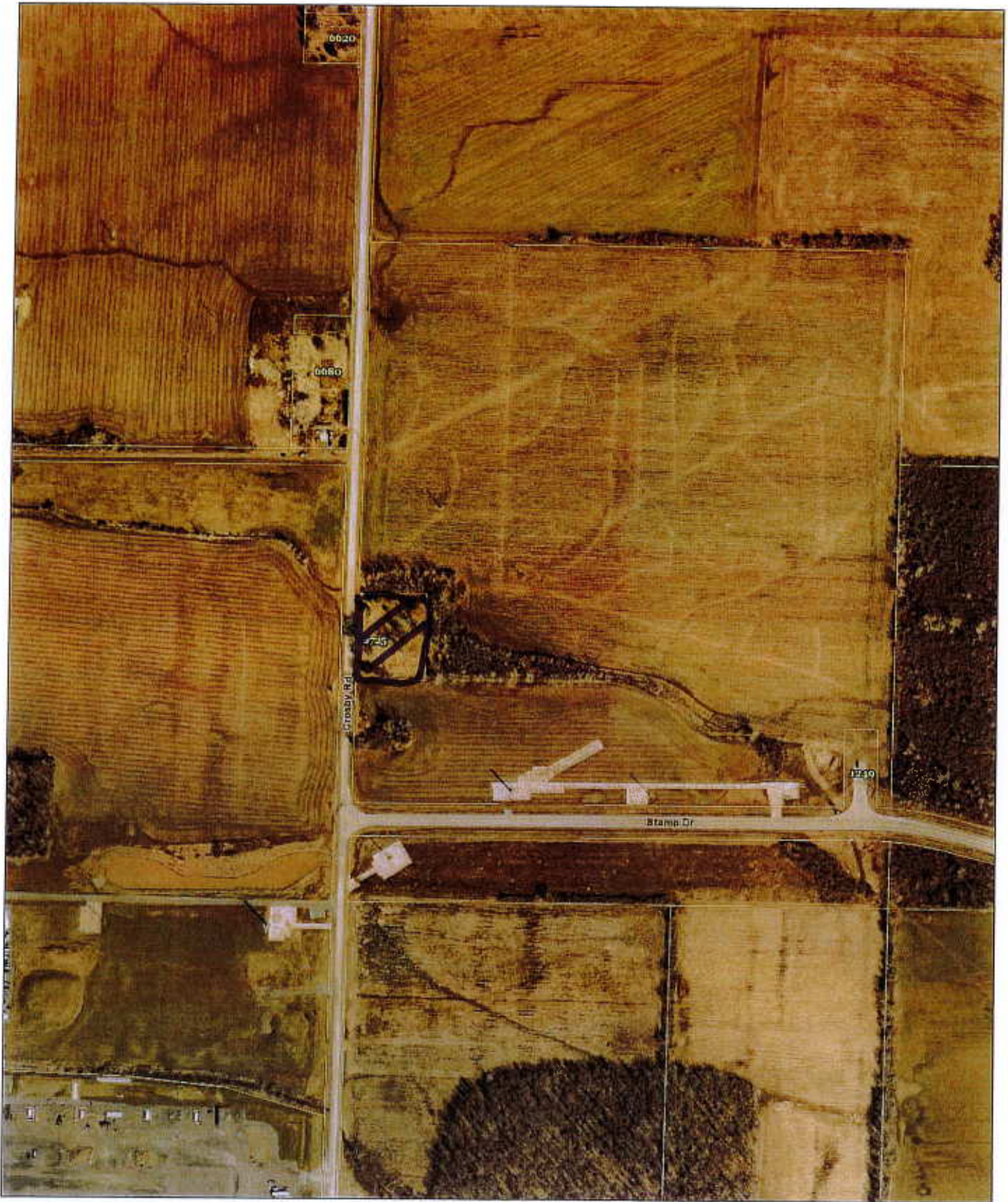


GGLDC quote request for mowing at MedTech and Ag Park:

Contractor will mow the following:

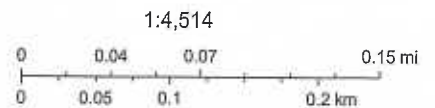
1. Property located at 8750 Ag Park Drive, mow bi weekly starting April 1 through October 31
2. Mowing of the green space around 99 MedTech Drive, the Upstate MedTech Centre, weekly (as needed) starting April 1 through October 31

# ArcGIS Web Map



1/25/2024, 1:47:16 PM

City & Vilages (Large Scale)	13031E107859N.sid	12450E108451N.sid	12291E104491N.sid	11948E111091N.sid
Towns	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Water (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
2023 Tax Parcels	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
Streams (Large Scale)	12925E104227N.sid	12397E110827N.sid	12285E104491N.sid	12450E108451N.sid
Active Railroads (Large Scale)	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Roads (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
Address Points	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
	12819E110827N.sid	12397E110827N.sid	11975E107395N.sid	
	Red: Band_1	Red: Band_1	Red: Band_1	
	Green: Band_2	Green: Band_2	Green: Band_2	
	Blue: Band_3	Blue: Band_3	Blue: Band_3	

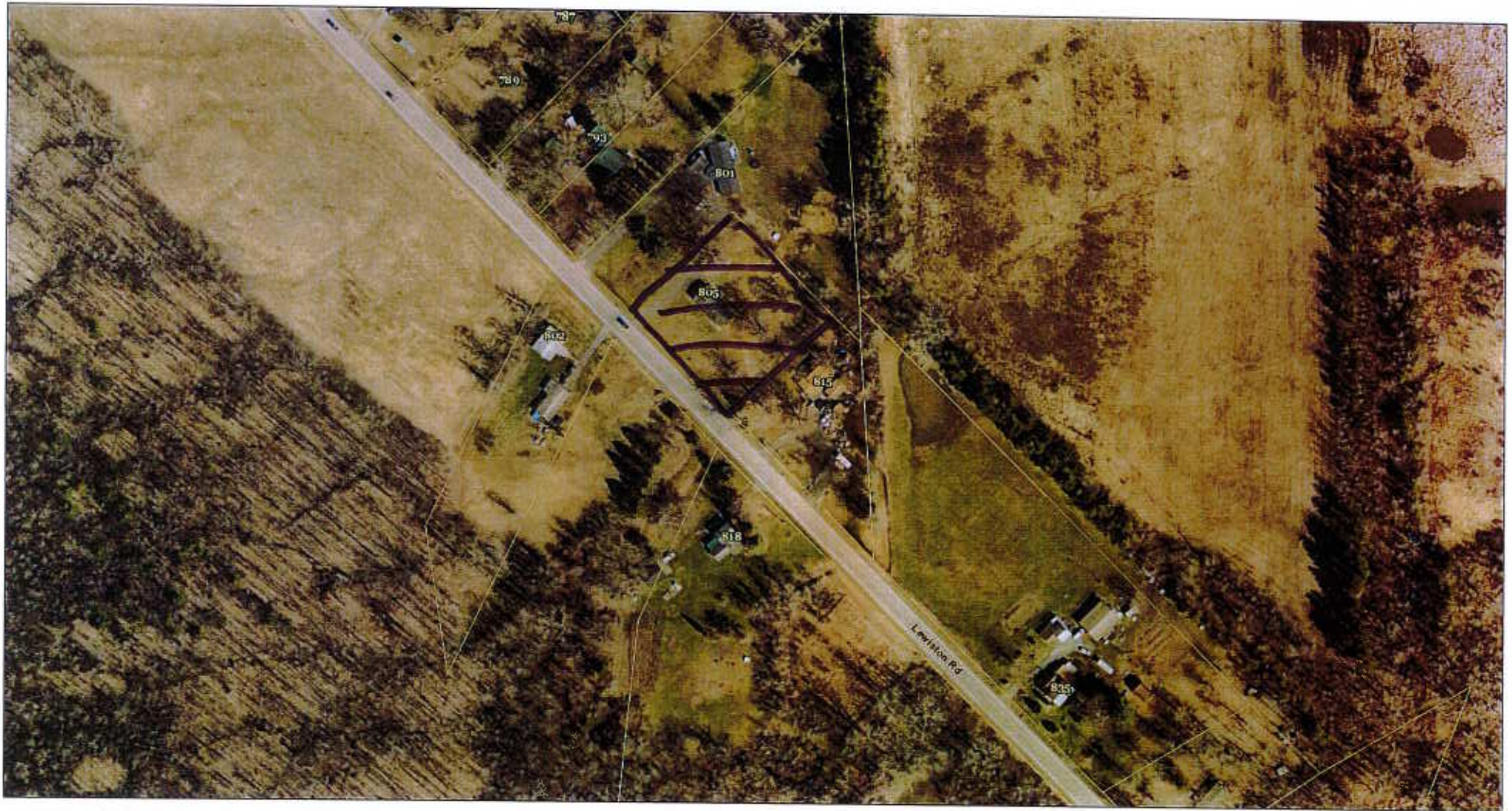


Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin

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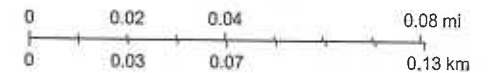
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1/25/2024, 1:49:53 PM

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Towns	13031E107659N.sid	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Water (Large Scale)	Red: Band_1	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
2023 Tax Parcels	Green: Band_2	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
Streams (Large Scale)	Blue: Band_3	12819E110827N.sid	12397E110827N.sid	12291E104491N.sid	11975E107395N.sid	12450E108451N.sid
Active Railroads (Large Scale)	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Roads (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3

1:2,257



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geostatsyretsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, 11

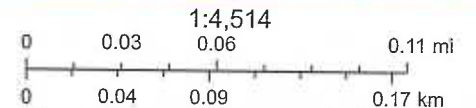
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# ArcGIS Web Map



1/25/2024, 1:55:39 PM

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Water (Large Scale)	Red: Band_1	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
2023 Tax Parcels	Green: Band_2	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
Streams (Large Scale)	Blue: Band_3	12016E110827N.sid	12397E110827N.sid	12291E104491N.sid	11975E107395N.sid	12450E108451N.sid
Active Railroads (Large Scale)	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Roads (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

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Esri, USGS | Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS |

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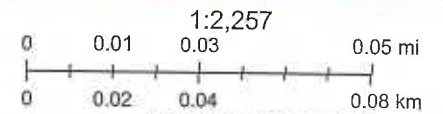
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# ArcGIS Web Map



1/25/2024, 1:33:47 PM

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Towns	13031E107659N.sld	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Water (Large Scale)	Red: Band_1	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
2023 Tax Parcels	Green: Band_2	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
Streams (Large Scale)	Blue: Band_3	12819E110827N.sld	12397E110827N.sld	12291E104491N.sld	11975E107395N.sld	12450E108451N.sld
Active Railroads (Large Scale)	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Roads (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph.

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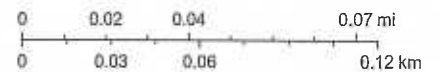
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1/25/2024, 1:51:42 PM

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Water (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
2023 Tax Parcels	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
Streams (Large Scale)	12825E104227N.sld	12397E110827N.sld	12285E104491N.sld	12450E108451N.sld
Active Railroads (Large Scale)	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Roads (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
Address Points	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
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	Red: Band_1	Red: Band_1	Red: Band_1	
	Green: Band_2	Green: Band_2	Green: Band_2	
	Blue: Band_3	Blue: Band_3	Blue: Band_3	

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Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin,

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Craig's Mowing & Landscape

6 Gibson ST  
Oakfield NY 14125

# Estimate

Date	Estimate #
3/7/2024	74

Name / Address
Genesee County Economic development Centr Emma Finch

				Project
Description	Qty	Rate	Total	
Mowing 805 leweston per trip	1	80.00	80.00	
Mowing 6725 Crosby per trip	1	45.00	45.00	
Mowing 6620 Crosby per trip	1	55.00	55.00	
Mowing 6608 Crosby per trip	1	50.00	50.00	
Mowing 6590 Crosby per trip	1	50.00	50.00	
Mowing 6576 Crosby per trip	1	45.00	45.00	
Mowing 6561 Crosby per trip	1	60.00	60.00	
Mowing 8750 Ag Park Drive per trip	1	95.00	95.00	
Mowing 99 MedTech Drive per trip	1	140.00	140.00	
Brush Hogging 35 acres	1	3,300.00	3,300.00	
Brush Hogging 16 acres	1	1,500.00	1,500.00	
		<b>\$ 4800</b>		
<b>Subtotal</b>			\$5,420.00	
<b>Sales Tax (8.0%)</b>			\$0.00	
<b>Total</b>			\$5,420.00	

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S & S EXCAVATING & BLACKTOP, INC.  
 2164 ANGLING ROAD  
 CORFU, NY 14036

# Estimate

Name/Address
gcedc 99 med tech dr. suite 106 batavia, ny 14020

Date	Estimate No.	Project
03/15/24	339	

Item	Description	Quantity	Cost	Total
LAWN SERVICE	JOB DESCRIPTION: QUOTE- GCEDC  BID REQUEST STAMP APRIL 1ST THROUGH OCTOBER 31ST  ADDRESS  Main entrance to STAMP project, Alleghany rd  Both sides of old Patterson rd entrance  -6608 CROSBY RD. BASOM NY  -6561 CROSBY RD, BASOM NY  -6576 CROSBY RD. BASOM NY  -6590 CROSBY RD. BASOM NY  -6620 CROSBY RD. BASOM NY  -6725 CROSBY RD. BASOM NY  ALL BIDS PER MOW		650.00	650.00
LAWN SERVICE	GGLDC quote request for mowing at MedTech and		400.00	400.00
			<b>Total</b>	

36.

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## Emma Finch

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**From:** Jesse Stocking <ssexcavatingseptic@gmail.com> on behalf of Jesse Stocking  
**Sent:** Tuesday, March 19, 2024 2:31 PM  
**To:** Emma Finch  
**Subject:** Re: gcedc LAWN BIDS (UPDATED)

Per trip so  
\$650 x 16 = \$10,400.00 stamp  
\$400 x 16 = \$6,400.00 med tech , ag park

Brush hogging  
\$4,850.00 per mow stamp

I can revise if you would like me to

Jesse Stocking

On Tue, Mar 19, 2024 at 2:26 PM Emma Finch <[efinch@gcedc.com](mailto:efinch@gcedc.com)> wrote:

Good Afternoon,

Just to confirm, is this pricing for all 16 trips or per trip.

Thank you!

Emma Jane Finch

Operations Assistant

Genesee County Economic Development Center

99 MedTech Drive Batavia, NY 14020

Office: (585)343-4866 x10 Fax: (585)343-0848

Email: [efinch@gcedc.com](mailto:efinch@gcedc.com) Website: [www.gcedc.com](http://www.gcedc.com)

C2 Enterprise LLC  
Dba Scalia's Landscape  
8106 State Street Road  
Batavia, New York 14020  
585-343-3106  
[coltoncole7@outlook.com](mailto:coltoncole7@outlook.com)  
[laurie.graham@rochester.rr.com](mailto:laurie.graham@rochester.rr.com)

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CONTRACT SUBMITTED TO:	PHONE:	DATE:
GCE Development Center 99 Med Tech Dr. Suite 106 Batavia, New York 14020 Attn: efinch@gcedc.com	(585) 343-4866	3/5/24

Re: Lawn Maintenance 2024 – Stamp Site

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WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Lawn mowing and weed whacking and brush hogging the following properties throughout the 2024 lawn maintenance season April - October

- 805 Lewiston Rd	\$60.00 per mow
- 6608 Crosby Rd.	\$55.00 per mow
- 6561 Crosby Rd.	\$55.00 per mow
- 6576 Crosby Rd.	\$55.00 per mow
- 6590 Crosby Rd.	\$55.00 per mow
- 6620 Crosby Rd.	\$55.00 per mow
- 6725 Crosby Rd.	\$55.00 per mow

- Per furnished map

- Pink area (Aprox. 16 acres) \$1600.00 - per

- Yellow area (Aprox. 35 acres) \$ 2500.00 – per brush hogging

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WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR IN COMPLETE ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE AMOUNT OF As stated above.

SALES TAX WILL BE ADDED WHERE APPLICABLE UNLESS OTHERWISE STATED.

SUM: per mowing / brush hogging

PAYMENT AS FOLLOWS: Monthly net 30 days.

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ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK WILL BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN CHANGE ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THIS ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. THE OWNER WILL CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE AND A CERTIFICATE WILL BE PROVIDED FOR YOU UPON REQUEST.

ACCEPTANCE OF CONTRACT: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SCALIA'S LANDSCAPE: Colton Cole

CUSTOMER SIGNATURE: \_\_\_\_\_

ACCEPTANCE DATE: \_\_\_\_\_

C2 Enterprise LLC  
DbA Scalia's Landscape  
8106 State Street Road  
Batavia, New York 14020  
585-343-3106  
[coltoncole7@outlook.com](mailto:coltoncole7@outlook.com)  
[laurie.graham@rochester.rr.com](mailto:laurie.graham@rochester.rr.com)

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CONTRACT SUBMITTED TO:	PHONE:	DATE:
GGL Development Corp. 99 Med Tech Dr. Suite 106 Batavia, New York 10420 Attn: efinch@gcedc.com	(585) 343-4866	3/5/24

Re: Lawn Maintenance 2024 - Med Tech / Ag Park

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WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Lawn mowing and weed whacking the following properties throughout the 2024 lawn maintenance season as needed April - October

99 Med Tech Center	\$170.00 Per Mow
8750 Ag Park Dr	\$75.00 per mow

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WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR IN COMPLETE ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE AMOUNT OF As stated above.

SALES TAX WILL BE ADDED WHERE APPLICABLE UNLESS OTHERWISE STATED.

SUM: Per mowing

PAYMENT AS FOLLOWS: Net 30 Days

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ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK WILL BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN CHANGE ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THIS ESTIATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR

CONTROL. THE OWNER WILL CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE AND A CERTIFICATE WILL BE PROVIDED FOR YOU UPON REQUEST.

ACCEPTANCE OF CONTRACT: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SCALIA'S LANDSCAPE: Colton Cole

CUSTOMER SIGNATURE: \_\_\_\_\_

ACCEPTANCE DATE: \_\_\_\_\_

**Fava Brothers Lawn Care Svc.**  
 5438 School Road  
 Byron, NY 14422  
 5852608391  
 favalawncare@yahoo.com

**ADDRESS**

Mr. Mark Masse  
 GCEDC  
 99 Med Tech Drive, Suite 106  
 Batavia, NY 14020

**Estimate 1420**

**DATE 03/15/2024**

**EXPIRATION DATE 04/15/2024**

DATE	ACTIVITY	ACTIVITY	AMOUNT
03/15/2024	GGLDC: 8750 Ag Park Dr.- Bi-weekly mowing (April 1-October 31, 2024), 16 @ \$150.00	Mow/Trim	2,400.00T
03/15/2024	GGLDC: 99 MedTech Dr.- Weekly mowing or as needed basis (April 1-October 31, 2024), 30 @ \$250.00	Mow/Trim	7,500.00T
03/15/2024	GCEDC: 805 Lewiston Rd.- Bi-weekly mowing (April 1-October 31, 2024), 16 @ \$100.00	Mow/Trim	1,600.00T
03/15/2024	GCEDC: 6725, 6620, 6608, 6590, 6576, 6561 Crosby Rd.- Bi-weekly mowing (April 1-October 31, 2024), 16 @ \$600.00	Mow/Trim	9,600.00T
03/15/2024	GCEDC: Mowing/ Brushhogging of STAMP site in Alabama NY- Pink area on map mowed (approx 16 acres) + yellow area on map brush hogged (approx 35 acres), 1 @ \$5,800.00	Landscape services	5,800.00T

Thank you for your business!

SUBTOTAL 26,900.00  
 TAX (0%) 0.00

Terms/ Conditions: If after 30 days, no payment is received, a standard late fee of \$15.00 will be assessed to any outstanding balance every month until a payment has been received. Partial payments are acceptable. If no payment is received for an extended period of time (determined by Fava Bros.), notice will be made of legal action to be acquired which will force a hearing in a court of law. Court fees along with a \$100.00 company fee and any late fees will be affixed to any small claims court filing A check processed as insufficient will be considered as a late payment, processing charges will be affixed.

**TOTAL \$26,900.00**

36.

\*\*\*\*Please make checks payable to Fava Bros. Lawn Care Svc. \*\*\*\* We Accept Credit Card Payments

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**GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION**

**AUTHORIZING RESOLUTION**  
(Sale of Land to MedTech Landing, LLC)

A regular meeting of the Genesee Gateway Local Development Corporation (the “Corporation”) was convened on March 28, 2024, at 4:00 p.m.

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

Resolution No. # \_\_/2024 - \_\_

RESOLUTION OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION AUTHORIZING (I) THE SALE OF CERTAIN LANDS OWNED BY GENESEE GATEWAY LOCAL DEVELOPMENT COMPANY LLC TO MEDTECH LANDING, LLC AND ITS PERMITTED ASSIGNS (THE “COMPANY”) COMPRISING APPROXIMATELY 3.14 ACRES LOCATED IN THE TOWN OF BATAVIA, GENESEE COUNTY, NEW YORK, AND KNOWN AS TAX PARCELS 9.-1-218 AND PART OF 9.-1-217 (COLLECTIVELY, THE “LAND”), (II) THE PROVISION OF CERTAIN FINANCIAL INCENTIVES TO THE COMPANY, (III) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT FOR VACANT LAND FOR THE CONVEYANCE OF THE LAND AND (IV) THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY AND INCIDENTAL TO THE FOREGOING.

WHEREAS, pursuant to the purposes and powers contained within Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the “State”), as amended (hereinafter collectively called the “Act”), and pursuant to its certificate of incorporation filed on September 20, 2004 (the “Certificate”), the **GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION** (the “Corporation”) was established as a not-for-profit local development corporation of the State with the authority and power to own, lease and sell personal and real property for the purposes of, among other things, acquiring, constructing and equipping certain projects exclusively in furtherance of the charitable or public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, among other property, the Corporation owns certain vacant land located at Assemblyman R. Stephen Hawley Drive, Town of Batavia, Genesee County, New York (the “Land”); and

WHEREAS, pursuant to Resolution #12/2022 – 01, the Corporation previously authorized the sale of the Land to **REGAL PROPERTY HOLDING, LLC** and its permitted assigns pursuant to that certain Purchase and Sale Contract for Vacant Land last dated as of December 29, 2022; and

WHEREAS, Regal Property Holding, LLC assigned its rights as Purchaser under the Purchase and Sale Contract to its permitted assignee **MEDTECH LANDING, LLC** (the “Company”) pursuant to that certain Assignment and Assumption Agreement dated January 16, 2023; and

WHEREAS, the Corporation desires to further transfer to the Company additional adjacent land also located in the Genesee Valley Agri-Business Park (the “Park”) at Assemblyman R. Stephen Hawley Drive, in the Town of Batavia, Genesee County, New York, known as tax parcels 9.-1-218, approximately 2.10 acres, and a portion of 9.-1-217, approximately 1.04 acres (the “Additional Land”); and

WHEREAS, the Corporation desires to ratify its execution of that certain First Amendment to Purchase and Sale Contract for Vacant Land dated as of June 28, 2023 to include the Additional Land in the transfer; and

WHEREAS, the Corporation desires to adopt a resolution authorizing (i) the sale of the Additional Land to the Company, (ii) and ratifying the execution of the First Amendment to Purchase and Sale Contract for Vacant Land for the Additional Land, (iii) the provision of certain financial incentives to the Company exclusive of what may be provided to the Company by the Genesee County Industrial Development Agency (“GCIDA”), and (iv) the execution and delivery of a deed and related documents in connection with the purchase and sale of the Additional Land and the provision of said financial incentives, if any (the “Closing Documents”); and

WHEREAS, the First Amendment to Purchase and Sale Contract for Vacant Land in connection therewith has been negotiated and is presented to this meeting for approval and execution.

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The Corporation hereby finds and determines that:

(A) By virtue of the Act and the Certificate, the Corporation has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act and the Certificate; and

(B) The Corporation has the authority to take the actions contemplated herein pursuant to the Act and the Certificate; and

(C) The Corporation finds that the proposed transfer of the Land constitutes a “Type II action” pursuant to New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as “SEQRA”), and therefore is exempt from review under SEQRA.



Section 2. The Corporation hereby authorizes the transfer of the Land to the Company (such metes and bounds description to be agreed upon by the Buyer and the Corporation) and the provision of the aforementioned financial incentives, subject to compliance with all applicable law, including, without limitation, the New York State Public Authorities Accountability Act and the execution and delivery of all documents necessary and incidental thereto.

Section 3. The Chairman, Vice Chairman, President/Chief Executive Officer and/or Senior Vice President of Operations of the Corporation are hereby authorized, on behalf of the Corporation, to do all acts and things required and to execute and deliver all such deeds, certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Corporation with all of the terms, covenants and provisions of the documents executed for and on behalf of the Corporation.

Section 4. Harris Beach PLLC shall be entitled to attorney fees, exclusive of third party costs (i.e. recording costs, survey, etc.) not to exceed \$10,000.00 subject to no substantive title issues, municipal approval issues and/or environmental issues arising in connection with the purchase and sale of the Additional Land, in which event, additional attorney fees are authorized as necessary to resolve such foregoing issues.

Section 5. These Resolutions shall take effect immediately upon adoption.

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Donald Cunningham	[ ]	[ ]	[ ]	[ ]
Jonathan Tretter	[ ]	[ ]	[ ]	[ ]
Sarah Noble-Moag	[ ]	[ ]	[ ]	[ ]
Gregg Torrey	[ ]	[ ]	[ ]	[ ]
Paul Battaglia	[ ]	[ ]	[ ]	[ ]
Mark Brooks	[ ]	[ ]	[ ]	[ ]
Marianne Clattenburg	[ ]	[ ]	[ ]	[ ]
Craig Yunker	[ ]	[ ]	[ ]	[ ]
Pete Zeliff	[ ]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

**CERTIFICATION**

I hereby certify that the aforementioned is a true and accurate resolution adopted by the Genesee Gateway Local Development Corporation on March 28, 2024.

\_\_\_\_\_  
Sarah Noble-Moag  
Secretary

3c.

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### Approval of service agreement for fire alarm system

**Discussion:** The GGLDC has an agreement with Great Lakes Building Systems, Inc. to take care of servicing the fire alarm system in the MedTech Centre. In 2021 and 2022, the GGLDC board approved the Gold Package for the fire alarm system. This contract is up for renewal in 2023 with no increase in cost. This item was included in the 2023 budget.

**Fund Commitment:** \$5,925.

**Board Action Request:** Approval of payment of \$5,925 for the Gold package for the fire alarm system.

**MAIN OFFICE**  
116 Gruner Road  
Buffalo, New York 14227  
Tel. (716)892-5253  
Fax (716)892-5855  
www.glbs-inc.com



**ROCHESTER OFFICE**  
333 Metro Park  
Suite S102  
Rochester, New York 14623  
Tel. (585)235-LAKE  
Toll Free (800)863-6732

## Service Agreement Proposal for the Fire Protection Systems



Presented By:  
Lisa Starr  
Service Sales Representative

Great Lakes Building Systems, Inc.  
Phone: 716-892-5253 x113  
Email: lstarr@glbs-techweb.com

3d.



**Fire/Security Systems Integrators**



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GGLDC – Medtech  
 99 Medtech Drive  
 Batavia, NY 14020

Subject: Life Protection Service Agreement for: Asbury Pointe (To Cover the Dates 5/1/24 through 4/30/25)

Life Protection Professional:

Life Protection systems are designed to provide early warning for your building occupants. Great Lakes Building Systems, Inc., (GLBS) inspection and maintenance procedures are designed to ensure that your life protection systems operate as they were originally designed while significantly minimizing false alarms and business interruptions.

Our factory trained, NICET certified and licensed technicians provide inspections and testing to help maintain your system at peak performance, and meet NFPA and State and Local codes.

Our life protection service agreements offer our customers with the level of protection they require, allowing you to pay for only the services you need. GLBS will use its vast distributor network and over 30 years of experience to not only inspect but to manage your life protection systems.

Please be advised that as a NESCO Affiliate, GLBS's Standard Warranty policy on Notifier panel parts are 36 months from date of manufacture with an active service agreement in place.

### Services Provided

**Fire Alarm Detection System**

- One 100% Annual inspection of the Fire Alarm System including: all accessible peripheral devices, control panel functionality and confirming of signal transmission to control panel
- Testing performed in compliance with current NFPA and NYS building codes and the AHJ
- Computer generated inspection reports with detailed listing of any discrepancies and applicable codes
- Preferred Customer Service Rate of \$130.00/hr straight time and \$195.00/hr Overtime
- Cleaning of all smoke detectors as required by NFPA 72 and manufacturers procedures
- Emergency Service labor trouble calls from 8am-5pm Monday thru Friday excluding holidays (limited 4 calls)
- Replacement of any failed Smoke Detector, Heat Detector, Manual Pull Station and Audio / Visual Device due to normal wear. Limited to a maximum of 10 devices per year.
- No charge Premium Emergency Service Labor 24 hours a day 7 days a week (limited 4 calls)
- 4 hour guaranteed response time for emergency service
- Automated Scheduling with electronic storage of inspection reports
- Minor Programming changes to include device descriptor updates\*
- No charge software updates to any Notifier, Fike, Silent Knight, Bosch, Firelite or Honeywell Control Panel

Replacement batteries are not included in any service. Silver service plan only include peripheral devices, control panels will cost extra. Silver and Gold parts replacement are based on availability and do not cover manufacturer discontinued items. \*Programming of proprietary systems other than Notifier, Fike, Silent Knight, Bosch, Firelite and Honeywell are excluded.

	Bronze	Silver	Gold
	X	X	X
	X	X	X
	X	X	X
	X	X	X
		X	X
		X	X
		X	X
			X
	X	X	X
	X	X	X
			X
			X

Bronze	<b>\$1,760.00</b>
Silver	<b>\$2,825.00</b>
Gold	<b>\$4,775.00</b>

**24 Hour Central Station Monitoring (Fire Alarm, Cellular)**

- 24 Hour Central Station Monitoring by our UL listed Central Station
- Web Access to Monitoring Signals via Computer or Smartphone
- Ability to Place on Test through Toll-Free Number or Directly via Computer or Smartphone

Cost	<b>\$525.00</b>
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3d.



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**SMU / Access Control System – WIN-PAK XE**

- Honeywell Win-Pak Software Maintenance Upgrade License (SMU)
- Preferred Customer Service Rate of \$130.00/hr straight time and \$195.00/hr Overtime
- Priority integrator technical support during regular business hours
- Upgrade firmware

Cost	\$625.00
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Initial Here

GLBS reserves the right to reissue or change the pricing on this agreement if after the first inspection we find that the system has not been properly maintained per manufacture's recommendations.

Initial Here

This Service Agreement shall be effective for a term of 12 months commencing on the date of acceptance.

Initial Here

Payment of this Agreement is due after acceptance, **Sales Tax is not included, an invoice will be mailed under a separate cover.**

Initial Here

This Agreement will not take effect until payment has been received in full.

Customer Responsibilities

- Provide free access to Great Lakes Building Systems technicians upon their arrival to equipment requiring testing. If access is not available and a second trip is required to test equipment, customer agrees to pay for an additional service call at the prevailing rate.
- Provide necessary equipment required to reach inaccessible devices. This equipment may include a ladder, lift, or staging material that is in good sound and safe condition.
- Maintain a safe electrical service.
- Provide GLBS with a minimum of 24-hour notice if facility is unable to keep scheduled service date.

During this contract period, it is understood that Great Lakes Building Systems, Inc. is **not** a personal injury or property insurer. Any insurance required or desired by the customer shall be obtained and paid for by the customer. Additionally, the customer agrees to not hold Great Lakes Building Systems, Inc. liable for any losses or damages, irrespective of origin, to person or property whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions by Great Lakes Building Systems, Inc. or its agents or employees. The customer further agrees to waive or release any rights of recovery against Great Lakes Building Systems, Inc. that it may have hereunder. In the event that Great Lakes Building Systems, Inc. becomes liable for any losses or damages attributed to the failure of the system or services to the system in any respect, it's total liability to the customer shall not exceed the total amount of this contract.

Exclusions:

Great Lakes Building Systems, Inc. shall not be held liable for services that are interrupted by labor strikes, loss of power or communications, vandalism, riots, wars, acts of nature, flooding or acts of God.

Great Lakes Building Systems shall not be responsible for repairs to equipment due to misuse or use for other than its design function, improper ventilation or cooling, improper wiring, acts of nature, acts of God, work or service to alarm system as provided by other than Great lakes Building Systems, Inc. authorized personnel.

Great Lakes Building Systems, Inc. shall not be held responsible for installing new or replacing existing wiring that is required for proper alarm system operation.

Agreement Acceptance:

The customer hereby accepts this Life Safety Agreement and Great Lakes Building Systems, Inc. agree to provide the services explained in this Agreement as indicated by the signatures below. Acceptance by both parties is based on the conditions and prices identified within this Agreement. No changes of terms or conditions shall be deemed enforceable or binding by Great Lakes Building Systems, Inc. unless delivered in writing and signed by an authorized representative of Great Lakes Building Systems, Inc

Approved and Accepted by:  
Great Lakes Building Systems, Inc.

Approved and Accepted by:

By: Lisa Starr

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

Title: Service Sales Representative

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: 3/21/24

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

3d.

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