



**Meeting Agenda – Audit and Finance Committee**

Genesee Local Development Corp.

Tuesday, March 5, 2024 – 8:30 a.m.

Location: 99 MedTech Drive, Innovation Zone

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session	M. Brooks	
	<b>2. Chairman’s Report &amp; Activities</b>	M. Brooks	
	2a. Agenda Additions / Other Business		
2-5	2b. Minutes: January 30, 2024		Vote
	<b>3. Discussions / Official Recommendations to the Board:</b>		
6	3a. Allowance for Doubtful Accounts	L. Farrell	Disc / Vote
7-8	3b. Investment Report	L. Farrell	Disc / Vote
9-22	3c. Procurement Report	L. Farrell	Disc / Vote
23-35	3d. Stormwater Maintenance Agreement	M. Masse	Disc / Vote
36-37	3e. Maintenance MOU for MedTech Centre	M. Masse	Disc / Vote
38-39	3f. Mowing for Ag Park with Genesee County Highway Dept	M. Masse	Disc / Vote
40-60	3g. Approval of Service Agreement for HVAC Systems	M. Masse	Disc / Vote
61-67	3h. GLOW Works, Inc Invoices for Healthcare & Manufacturing Events	C. Suozzi	Disc / Vote
	4. Adjournment	M. Brooks	Vote

**GGLDC Audit & Finance Committee Meeting**

**Tuesday, January 30, 2024**

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

**8:30 a.m.**

**MINUTES**

**ATTENDANCE**

Committee Members: P. Battaglia (Video Conference\*), J. Tretter, M. Brooks  
Staff: L. Farrell, M. Masse, L. Casey, P. Kennett, C. Suozzi, J. Krencik, S. Hyde  
Guests: M. Gray, K. Manne, P. Zeliff  
Absent: D. Cunningham

\*Attending from a physical location identified in the meeting notice as open to the public.

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

M. Brooks called the meeting to order at 9:02 a.m. in the Innovation Zone.

**1a. Enter Executive Session**

J. Tretter made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 9:03 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.

The motion was seconded by P. Battaglia and approved by all members present.

**1b. Enter Public Session**

J. Tretter made a motion to enter back into public session at 9:28 a.m., seconded by P. Battaglia and approved by all members present.

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

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

**2b. Minutes: January 9, 2024**

**P. Battaglia made a motion to recommend approval of the January 9, 2024 minutes; the motion was seconded by J. Tretter. Roll call resulted as follows:**

J. Tretter - Yes  
P. Battaglia - Yes (Video Conference\*)  
M. Brooks - Yes

D. Cunningham – Absent

The item was approved as presented.

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

**3a. D&O Insurance** – The same discussion that took place during the GCEDC Audit and Finance Committee meeting applies to the GGLDC. The details of that discussion have been added for ease of reference. Lawley Insurance has provided us with a proposal for renewal of our current Directors & Officers/Employment Practices Liability Insurance with Travelers. The renewal reflects a price of \$28,154 which would be split 50/50 between the GCEDC and GGLDC. This is an overall price increase of \$7,229 (\$3,614.50/entity) compared to the current policy. The current policy expires on 2/23/2024.

Lawley did send our information to market, but they have not received response due to the open claims. Because of that, they do not anticipate many carriers offering quotes. One other company was interested but needed to review the claim details before fully considering. A response had not yet been received.

The cost of this policy would be split between GCEDC and GGLDC (\$14,077/entity). The GCEDC included \$10,850 in the 2024 budget for this expense and the GGLDC included \$10,900.

No recommendation was made. The Committee decided to wait until Thursday’s full Board Meeting to consider a quote with the requested higher retention of \$25,000.

**3b. Cyber Insurance** – The same discussion that took place during the GCEDC Audit and Finance Committee meeting applies to the GGLDC. The details of that discussion have been added for ease of reference. Lawley suggested that we consider cancelling/rewriting the Cyber policy so it could potentially be added to the D&O renewal. This would help to streamline the insurance renewal processes in the future and could help with premiums due to multi-line discounts.

Lawley was able to provide a Cyber proposal from Travelers. The price reflected for the term is proposed at \$6,647 which would be split between the GCEDC and GGLDC. This is an overall price increase of \$282 (\$141/entity) compared to the current policy. NOTE: The proposal includes a reduction in retention from \$10,000 to \$5,000.

The current policy expires on 7/1/24. It is recommended that we cancel the current policy and move forward with this proposal.

The cost of this policy would be split between the GCEDC and GGLDC (\$3,323.50/entity). Each entity included \$5,000 in their 2024 budget for this expense.

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

- J. Tretter - Yes
- P. Battaglia - Yes (Video Conference\*)
- M. Brooks - Yes
- D. Cunningham - Absent

The item was approved as presented.

**3c. December 2023 Unaudited Financial Statements** - L. Farrell reviewed with the Committee the significant items of the December 2023 long form financial statements.

26

3

**DRAFT**

- Anticipated adjustments to the financial statements include changes in accounts payable and, possibly, accounts receivable as well as GASB 87 related to lease adjustments.
- On the balance sheet there are restricted cash grant funds of \$4,000. We received a grant from ESL to benefit the BEA, which is not a 501c3. The GGLDC is just a pass-through and funds will be transferred when the program start date approaches.
- Accounts payable (line 57) decreased. The quarterly payments that were paid to the GCEDC for the MedTech Centre Property Management Fee and Economic Development Support Grant.
- Accounts payable (line 56) increased. There is \$46,500 payable to Gilligan Electric related to the LED lighting installation for MedTech Centre completed in 2023.
- Line 46 and Line 47 are new line items for equity investment in STAMP Sewer Works and STAMP Water Works, respectively.
- In the operating fund:
  - o Line 33, there is negative grant expense. Funds were previously distributed to the STAMP Water Works, Inc. and STAMP Sewer Works, Inc. At the time that these funds were approved for distribution, it was left open-ended as to how they would ultimately be recorded. In preparation for the audit, these contributions have been reclassified as equity contributions from the GGLDC to these entities. This will allow potential repayment to the GGLDC sometime in the future.
  - o Insurance, which has been discussed all year and anticipated, is over budget.
- In the STAMP fund, there is negative grant expense related to the reclassification described above.
- For MedTech Centre, we are where we anticipated to be at year end. This is the case for most line items, excluding insurance, which is known to be over budget and approved by the Board. Additionally, \$46,500 has been capitalized related to the LED lighting installation.
- Other than the above-mentioned items, there is normal monthly activity.

**J. Tretter made a motion to recommend to the full Board the approval of the December 2023 Unaudited Financial Statements as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

J. Tretter - Yes  
P. Battaglia - Yes (Video Conference\*)  
M. Brooks - Yes  
D. Cunningham - Absent

**The item was approved as presented.**

**3d. Strategic Investments Update** – L. Farrell reviewed the Strategic Investments Analysis with the Committee.

She noted the following:

- The 2023 column is the actual activity for 2023. Therefore, the ending balance on the strategic investments for 2023 match the financial statements.
- The start-up costs of \$100,000 for the Water Works Corp and Sewer Works Corp were previously approved by the Board. Only \$50,000 has been paid to date. \$25,000 was paid to the STAMP Water Works, Inc. and \$25,000 was paid to the STAMP Sewer Works, Inc. The additional \$50,000 has been pushed out to 2024 as a placeholder.

## DRAFT

- The \$300,000 Economic Development Support Grant has been approved for 2024; however, years 2025-2027 will still need to come forward to the Board for approval before any transfers could be made.
- For years 2025-2027, there is \$85,000 annually for operations and site infrastructure maintenance. These funds are used for insurance, mowing, Fire District fees/property taxes etc. In 2023, we only spent about \$66,000. We did not have any expenses to Sicherman's office that were not reimbursable by OCR.
- In the MedTech Centre Fund, there is \$700,000 of unrestricted funds that is not included in strategic investments that is dedicated to MedTech Centre.
- There is a balance of \$104,000 of reserve cash on hand from solar project funding that has been committed to Workforce Development.
- Reserves for the Workforce Development Consultant have been removed for 2024, as the activity is being undertaken by the GCEDC in 2024. A placeholder of \$30,000 for the workforce development consultant remains for years 2025-2027 in case the County does not continue to provide additional funding to support Workforce Development initiatives as it is currently.
- Opportunities on the last page of the analysis include:
  - o The CH4 Biogas land sale in Genesee Valley Agri-Business Park.
  - o The J&R Fancher land sale in Buffalo East Tech Park.
- At the end of 2027, there is a projected cash balance of about \$2.2 million.

**3e. Workforce Development Fund Update** - C. Suozzi reviewed the sources and uses of the 2024 Workforce Development Fund as outlined in the meeting materials. In 2023, we spent approximately \$35,000 out of \$76,000 that was planned.

M. Masse informed the Committee of water damage that occurred in GCC's and UMMC's spaces. Currently, M. Masse is waiting on the cumulative cost for the damage. The Committee stated that they believe GCC should be financially responsible for the repairs as it was a result of their negligence.

#### **4. ADJOURNMENT**

As there was no further business, J. Tretter made a motion to adjourn at 9:50 a.m., seconded by P. Battaglia and passed unanimously.

Account	Name	12/31/2013	12/31/2014	12/31/2015	12/31/2016	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	Management's Collectability Percentage	Potential Amount Uncollectible	Potential Grant/ Forgiveness	Notes
1700-02	Yancey's Fancy	\$ 102,621.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	-		
1700-00.2C	First Wave	412,005.00	412,005.00	371,781.41	325,641.14	267,840.48	192,415.67	98,479.66	37,966.55				100.00%	-		
1701-00	Wellsville	-	-	-	-	-	-	-	-	-	-	-	n/a	-		
1701-00.2A	Yancey's Fancy	38,916.76	7,861.53	-	-	-	-	-	-	-	-	-	n/a	-		
1703-00	PW Minor	-	-	-	367,000.00	307,852.29	-	-	-	-	-	-	n/a	-		
1703-00.1	PW Minor - Deferred Loan	-	-	-	367,000.00	367,000.00	-	-	-	-	-	-	n/a	-		
1703-03	GAB LLC	-	-	-	-	-	-	-	-	-	-	-	n/a	-		
1704-00	Oatka	60,424.18	15,257.37	-	-	-	-	-	-	-	-	-	n/a	-		
1705-00	GCEDC	-	212,813.52	55,790.45	-	-	-	-	-	-	-	-	n/a	-		
1705-00.1	GCEDC	-	125,000.00	125,000.00	-	-	-	-	-	-	-	-	n/a	-		
1706-22	Yancey's Fancy	133,748.00	113,702.30	93,046.89	71,763.22	49,832.18	27,234.11	-	-	-	-	-	n/a	-		
1707-00	Alpina	214,500.00	163,800.00	120,900.00	70,200.00	27,300.00	-	-	-	-	-	-	n/a	-		
1708-22	Yancey's Fancy	200,000.00	176,133.90	149,339.56	121,730.27	93,281.20	63,966.81	-	-	-	-	-	n/a	-		
1709-24	13 Jackson Square	-	100,000.00	95,123.47	75,022.84	64,436.47	43,249.63	32,672.84	-	-	-	-	n/a	-		
1710-22	PW Minor	-	-	123,066.41	99,482.81	75,181.89	-	-	-	-	-	-	n/a	-		
1711-22	Liberti, Valvo & Associates	-	-	-	-	47,344.74	40,816.70	34,063.22	28,845.51	19,848.55	12,370.96	3,978.53	100.00%	-		
1712-24	Batavia Brewing Company	-	-	-	-	150,000.00	147,618.31	133,041.65	121,779.74	106,310.74	90,307.52	73,751.63	100.00%	-		
1713-22	R&R Float Center	-	-	-	-	-	-	100,000.00	91,790.94	89,681.38	89,602.13	-	n/a	-		
1714-22	Yancey's Fancy	-	-	-	-	-	-	270,418.88	208,563.24	144,826.22	79,150.58	11,477.34	100.00%	-		
1715-00	HP Hood	-	-	-	-	-	-	500,000.00	400,000.00	300,000.00	200,000.00	100,000.00	100.00%	-		
1715-22	Liberti, Valvo & Associates	-	-	-	-	-	-	-	98,585.37	87,728.20	78,719.68	69,907.76	100.00%	-		
1716-00	Freightliner	-	-	-	-	-	-	203,045.90	159,489.23	115,053.39	73,533.09	23,472.93	100.00%	-		
1716-00.1	Freightliner - Deferred Loan	-	-	-	-	-	-	3,301.40	224,500.00	224,500.00	224,500.00	224,500.00	0.00%	*	224,500.00	
1717-24	Kego / Keister	-	-	-	-	-	-	-	5,462.55	-	-	-	n/a	-		
1700-22	Fraser Branche	-	-	-	-	-	-	-	-	142,586.15	130,540.95	119,932.61	100.00%	-		
1701-22	LNK Holdings	-	-	-	-	-	-	-	-	-	121,469.57	111,604.18	100.00%	-		
1717-00	HP Hood - OCR Loan	-	-	-	-	-	-	-	-	-	367,000.00	293,600.00	100.00%	-		
1718-00	UNC - OCR Loan	-	-	-	-	-	-	-	-	-	367,000.00	293,600.00	100.00%	-		
1718-24	J&R Fancher	-	-	-	-	-	-	-	-	-	-	193,375.49	100.00%	-		New loan in 2023
<b>Genesee County Chamber Loans</b>																
1706-00A	Philly's Barber Shop	-	-	-	-	-	-	6,660.76	2,904.62	-	-	-	n/a	-		
1706-00B	Northwood's Alpacas	-	-	-	-	-	-	5,822.26	3,973.92	-	-	-	n/a	-		
1706-00C	Frank the Brush	-	-	-	-	-	-	5,396.29	1,470.54	-	-	-	n/a	-		
1706-00D	7-S Cycle Supply	-	-	-	-	-	-	527.68	-	-	-	-	n/a	-		
1706-00E	Barone Welding	-	-	-	-	-	-	3,664.55	-	-	-	-	n/a	-		
1706-00H	Caccamise Auto Transport	-	-	-	-	-	-	10,296.66	10,296.66	7,801.21	6,222.58	-	n/a	-		
1706-00I	Kanaley Painting	-	-	-	-	-	-	9,260.04	9,260.04	9,260.04	9,260.04	9,260.04	0.00%	9,260.04		
Remove intercompany loans with the GCEDC		-	(337,813.52)	(180,790.45)	-	-	-	-	-	-	-	-	n/a	-		
		\$ 1,162,215.90	\$ 988,760.10	\$ 953,257.74	\$ 1,497,840.28	\$ 1,450,069.25	\$ 615,301.23	\$ 1,408,442.73	\$ 1,402,779.35	\$ 1,247,516.63	\$ 1,760,074.97	\$ 1,528,460.51				
1810-00	Reserve for Bad Debts	\$ -	\$ (49,438.00)	\$ (49,438.00)	\$ (149,438.00)	\$ (149,438.00)	\$ (149,438.00)	\$ (202,124.76)	\$ (202,124.76)	\$ (201,228.89)	\$ (176,545.49)	\$ (170,238.42)		\$ 9,260.04	\$ 224,500.00	
Percentage of accounts receivable		0.00%	5.00%	5.19%	9.98%	10.31%	24.29%	14.35%	14.41%	16.13%	10.03%	11.14%				

\* Deferred Loan will be forgiven when OCR grant requirements are met and other loan is paid in full.

Notes: Loans Receivable are recorded in the Operating Fund, Economic Development Loan Fund and Batavia Micropolitan Area Loan Fund. Reserve for Bad Debts is recorded in the Operating Fund.

2019 Adjustments to Allowance:

Chamber Loan Acquisition	\$ 66,575.20
Write-off of 4 Chamber Loans	\$ (13,888.44)
Net Change	\$ 52,686.76

2019 Adjustment to Allowance:

Caccamise principal reduction	\$ (895.87)
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2022 Adjustment to Allowance - Rest & Revive:

Amount Received	\$ 71,680.00
Applied to Interest Rec.	\$ (4,643.39)
Applied to Late Fees Rec.	\$ (2,117.88)
Applied to O/S Principal	\$ 64,918.73
Total O/S Principal	89,602.13
Write-off	(24,683.40)

2023 Adjustment to Allowance - Caccamise:

Write-off Chamber Loan	\$ (6,307.07)
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# Genesee Gateway Local Development Corporation (GGLDC)

Annual Investment Report

For the year ended December 31, 2023

## Purpose of the Report:

Under Section 2925(6) of the Public Authorities Law, the GGLDC and its affiliates are required to prepare and approve an Annual Investment Report. The schedule below was approved by the Board on ~~XXXXXXXXXX~~.

Bank	Type	Account Description	12/31/23 G/L Balance	12/31/23 Bank Balance	Interest Rate
Bank of Castile	Checking	GGLDC Primary Checking	\$60,238.96	\$60,238.96	1.53%
Bank of Castile	Money Market	GGLDC - Ag Park	\$610.38	\$610.38	0.07%
Bank of Castile	Savings	GGLDC Primary Savings	\$1,751,813.49	\$1,751,813.49	2.95%
Bank of Castile	Certificate on Deposit (CD)	GGLDC - 3 Month CD	\$1,444,156.69	\$1,444,156.69	4.65%
Five Star Bank	Checking	GGLDC Debt Serv. - USDA Auto With.	\$175,942.68	\$175,942.68	2.05%
Five Star Bank	Checking	GGLDC Reserve- Debt Sinking Fund	\$190,646.44	\$190,646.44	2.05%
Five Star Bank	Checking	GGLDC FWT Reserve	\$1,021.07	\$1,021.07	2.05%

As of December 31, 2023, cash balances were fully collateralized. The funds currently on deposit with Tompkins Community Bank and Five Star Bank are secured by investments held with The Bank of New York Mellon and M&T Bank, respectively. The GGLDC generated \$93,878 of interest income for the period January 1, 2023 through December 31, 2023.

\*No fees or commissions were paid.

# Genesee Agri-Business, LLC (GABLLC)

Annual Investment Report

For the year ended December 31, 2023

## Purpose of the Report:

Under Section 2925(6) of the Public Authorities Law, the GABLLC and its affiliates are required to prepare and approve an Annual Investment Report. The schedule below was approved by the Board on ~~XXXXXXXXXX~~.

Bank	Type	Account Description	12/31/23 G/L Balance	12/31/23 Bank Balance	Interest Rate
Bank of Castile	Checking	GABLLC - Checking	\$0.00	\$0.00	0.00%
Bank of Castile	Checking	GABLLC - Checking ICS	\$12,997.29	\$12,964.78	2.95%
Bank of Castile	Savings	GABLLC - Savings	\$0.10	\$0.10	2.95%
Bank of Castile	Savings	GABLLC - Savings ICS	\$616,977.29	\$615,436.66	2.95%
Bank of Castile	Certificate on Deposit (CD)	GABLLC - 3 Month CD	\$2,062,599.81	\$2,062,599.81	4.65%

The GABLLC does not qualify for FDIC insurance. As of December 31, 2023, savings and checking account cash balances were secured by IntraFi Network Deposits (Deposit Placement Agreement). The funds invested in a CD were not covered by this agreement. The GABLLC generated \$80,061 of interest income for the period January 1, 2023 through December 31, 2023.

\*No fees or commissions were paid.



Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

**Procurement Information:**

Question	Response	URL (If Applicable)
1. Does the Authority have procurement guidelines?	Yes	<a href="https://www.gcedc.com/ggldcreports">https://www.gcedc.com/ggldcreports</a>
2. Are the procurement guidelines reviewed annually, amended if needed, and approved by the Board?	Yes	
3. Does the Authority allow for exceptions to the procurement guidelines?	No	
4. Does the Authority assign credit cards to employees for travel and/or business purchases?	No	
5. Does the Authority require prospective bidders to sign a non-collusion agreement?	Yes	
6. Does the Authority incorporate a summary of its procurement policies and prohibitions in its solicitation of proposals, bid documents, or specifications for procurement contracts?	Yes	
7. Did the Authority designate a person or persons to serve as the authorized contact on a specific procurement, in accordance with Section 139-j(2)(a) of the State Finance Law, "The Procurement Lobbying Act"?	Yes	
8. Did the Authority determine that a vendor had impermissible contact during a procurement or attempted to influence the procurement during the reporting period, in accordance with Section 139-j(10) of the State Finance Law?	No	
8a. If Yes, was a record made of this impermissible contact?		
9. Does the Authority have a process to review and investigate allegations of impermissible contact during a procurement, and to impose sanctions in instances where violations have occurred, in accordance with Section 139-j(9) of the State Finance Law?	Yes	

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

Procurement Transactions Listing:

1.	Vendor Name	CCS of Western New York	Address Line1	116 Main Street
	Type of Procurement	Commodities/Supplies	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	DEPEW
	Award Date		State	NY
	End Date		Postal Code	14043
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$770.10	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Cleaning Supplies - 2023

2.	Vendor Name	CCS of Western New York	Address Line1	116 Main Street
	Type of Procurement	Design and Construction/Maintenance	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	DEPEW
	Award Date		State	NY
	End Date		Postal Code	14043
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$1,694.64	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Floor Waxing Common Areas and Bathrooms at MedTech Centre

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

 Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

<b>3. Vendor Name</b>	CCS of Western New York	<b>Address Line1</b>	116 Main Street
<b>Type of Procurement</b>	Telecommunication Equipment or Services	<b>Address Line2</b>	
<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	DEPEW
<b>Award Date</b>	10/26/2023	<b>State</b>	NY
<b>End Date</b>	12/31/2024	<b>Postal Code</b>	14043
<b>Fair Market Value</b>	\$16,086.72	<b>Plus 4</b>	
<b>Amount</b>	\$16,086.72	<b>Province/Region</b>	
<b>Amount Expended For Fiscal Year</b>	\$1,340.56	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Cleaning Services - 12/1/23 - 12/31/24

<b>4. Vendor Name</b>	CCS of Western New York	<b>Address Line1</b>	116 Main Street
<b>Type of Procurement</b>	Other	<b>Address Line2</b>	
<b>Award Process</b>	Authority Contract - Competitive Bid	<b>City</b>	DEPEW
<b>Award Date</b>	10/6/2022	<b>State</b>	NY
<b>End Date</b>	12/1/2023	<b>Postal Code</b>	14043
<b>Fair Market Value</b>		<b>Plus 4</b>	
<b>Amount</b>	\$13,606.44	<b>Province/Region</b>	
<b>Amount Expended For Fiscal Year</b>	\$12,472.57	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Cleaning Services - 12/1/22 - 12/1/23

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

<b>5. Vendor Name</b>	GLOW Works, Inc.	<b>Address Line1</b>	587 East Main Street
<b>Type of Procurement</b>	Other	<b>Address Line2</b>	Suite 100
<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	BATAVIA
<b>Award Date</b>	12/1/2022	<b>State</b>	NY
<b>End Date</b>	12/31/2023	<b>Postal Code</b>	14020
<b>Fair Market Value</b>	\$12,500.00	<b>Plus 4</b>	
<b>Amount</b>	\$12,500.00	<b>Province/Region</b>	
<b>Amount Expended For Fiscal Year</b>	\$12,500.00	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Support for Sustainability of Workforce Development Programs

<b>6. Vendor Name</b>	Genesee County Economic Development Center	<b>Address Line1</b>	99 MedTech Drive
<b>Type of Procurement</b>	Other	<b>Address Line2</b>	Suite 106
<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	BATAVIA
<b>Award Date</b>	11/1/2022	<b>State</b>	NY
<b>End Date</b>	12/31/2023	<b>Postal Code</b>	14020
<b>Fair Market Value</b>	\$300,000.00	<b>Plus 4</b>	
<b>Amount</b>	\$300,000.00	<b>Province/Region</b>	
<b>Amount Expended For Fiscal Year</b>	\$300,000.00	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Economic Development Program Support Grant

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

<b>7. Vendor Name</b>	Genesee County Economic Development Center	<b>Address Line1</b>	99 MedTech Drive
<b>Type of Procurement</b>	Other Professional Services	<b>Address Line2</b>	Suite 106
<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	BATAVIA
<b>Award Date</b>	11/1/2022	<b>State</b>	NY
<b>End Date</b>	12/31/2023	<b>Postal Code</b>	14020
<b>Fair Market Value</b>	\$87,145.52	<b>Plus 4</b>	
<b>Amount</b>	\$87,145.52	<b>Province/Region</b>	
<b>Amount Expended For Fiscal Year</b>	\$87,145.52	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	MedTech Centre Property Management

<b>8. Vendor Name</b>	Genesee County Economic Development Center	<b>Address Line1</b>	99 MedTech Drive
<b>Type of Procurement</b>	Other	<b>Address Line2</b>	Suite 106
<b>Award Process</b>	Authority Contract - Competitive Bid	<b>City</b>	BATAVIA
<b>Award Date</b>	12/15/2022	<b>State</b>	NY
<b>End Date</b>	12/31/2023	<b>Postal Code</b>	14020
<b>Fair Market Value</b>		<b>Plus 4</b>	
<b>Amount</b>	\$399.00	<b>Province/Region</b>	
<b>Amount Expended For Fiscal Year</b>	\$399.00	<b>Country</b>	United States
<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Selective - Reimbursement to GCEDC for GGLDC Insurance Expenses

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

9. Vendor Name	Genesee County Highway Department	Address Line1	153 Cedar Street
Type of Procurement	Other	Address Line2	
Award Process	Authority Contract - Non-Competitive Bid	City	BATAVIA
Award Date	3/2/2023	State	NY
End Date	12/31/2023	Postal Code	14020
Fair Market Value	\$10,600.00	Plus 4	
Amount	\$10,600.00	Province/Region	
Amount Expended For Fiscal Year	\$10,600.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Mowing - 2023

10. Vendor Name	Genesee Valley BOCES	Address Line1	80 Munson Street
Type of Procurement	Commodities/Supplies	Address Line2	
Award Process	Non Contract Procurement/Purchase Order	City	LE ROY
Award Date		State	NY
End Date		Postal Code	14482
Fair Market Value		Plus 4	
Amount		Province/Region	
Amount Expended For Fiscal Year	\$317.56	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	STEAM Jam Supplies (Workforce Development Initiative)

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
Status: UNSUBMITTED  
Certified Date : N/A

<b>11.</b>	<b>Vendor Name</b>	Genesee Valley BOCES	<b>Address Line1</b>	80 Munson Street
	<b>Type of Procurement</b>	Other	<b>Address Line2</b>	
	<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	LE ROY
	<b>Award Date</b>	10/5/2023	<b>State</b>	NY
	<b>End Date</b>	12/31/2023	<b>Postal Code</b>	14482
	<b>Fair Market Value</b>	\$4,992.08	<b>Plus 4</b>	
	<b>Amount</b>	\$4,992.08	<b>Province/Region</b>	
	<b>Amount Expended For Fiscal Year</b>	\$4,992.08	<b>Country</b>	United States
	<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Workforce Development MOU; Support for Equipment Acquisition (Refrigeration Equipment)

<b>12.</b>	<b>Vendor Name</b>	Great Lakes Building Systems, Inc.	<b>Address Line1</b>	116 Gruner Road
	<b>Type of Procurement</b>	Design and Construction/Maintenance	<b>Address Line2</b>	
	<b>Award Process</b>	Non Contract Procurement/Purchase Order	<b>City</b>	BUFFALO
	<b>Award Date</b>		<b>State</b>	NY
	<b>End Date</b>		<b>Postal Code</b>	14227
	<b>Fair Market Value</b>		<b>Plus 4</b>	
	<b>Amount</b>		<b>Province/Region</b>	
	<b>Amount Expended For Fiscal Year</b>	\$1,310.00	<b>Country</b>	United States
	<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	MTC - Service Calls/ Repairs

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

13. Vendor Name	Great Lakes Building Systems, Inc.	Address Line1	116 Gruner Road
Type of Procurement	Other	Address Line2	
Award Process	Authority Contract - Non-Competitive Bid	City	BUFFALO
Award Date	5/4/2023	State	NY
End Date	4/20/2024	Postal Code	14227
Fair Market Value	\$5,925.00	Plus 4	
Amount	\$5,925.00	Province/Region	
Amount Expended For Fiscal Year	\$5,925.00	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	MTC - Gold Service Agreement

14. Vendor Name	H. Sicherman & Co.	Address Line1	5852 Forest Creek Drive
Type of Procurement	Consulting Services	Address Line2	
Award Process	Authority Contract - Competitive Bid	City	EAST AMHERST
Award Date	12/2/2021	State	NY
End Date	12/31/2023	Postal Code	14051
Fair Market Value		Plus 4	
Amount	\$180,000.00	Province/Region	
Amount Expended For Fiscal Year	\$79,054.10	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Grant Assistance / Consulting - Genesee CARES; includes 12/1/22 Contract Amendment



Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
Status: UNSUBMITTED  
Certified Date : N/A

15.	Vendor Name	H. Sicherman & Co.	Address Line1	5852 Forest Creek Drive
	Type of Procurement	Consulting Services	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	EAST AMHERST
	Award Date	12/2/2021	State	NY
	End Date	12/31/2022	Postal Code	14051
	Fair Market Value		Plus 4	
	Amount	\$25,000.00	Province/Region	
	Amount Expended For Fiscal Year	\$8,794.50	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	2022 Grant Assistance / Consulting (1/1/22 - 12/31/22)

16.	Vendor Name	Mostert, Manzanero & Scott, LLP	Address Line1	4 Associate Drive
	Type of Procurement	Financial Services	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	ONEONTA
	Award Date	12/1/2022	State	NY
	End Date	12/31/2023	Postal Code	13820
	Fair Market Value		Plus 4	
	Amount	\$12,500.00	Province/Region	
	Amount Expended For Fiscal Year	\$12,500.00	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Audit of GGLDC 2022 Financial Statements; Including a Single Audit

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

17.	Vendor Name	National Grid	Address Line1	5100 E Main Street
	Type of Procurement	Other	Address Line2	
	Award Process	Non Contract Procurement/Purchase Order	City	BATAVIA
	Award Date		State	NY
	End Date		Postal Code	14020
	Fair Market Value		Plus 4	
	Amount		Province/Region	
	Amount Expended For Fiscal Year	\$15,012.06	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Electric Services

18.	Vendor Name	Selective Insurance	Address Line1	PO Box 371468
	Type of Procurement	Other	Address Line2	
	Award Process	Authority Contract - Competitive Bid	City	PITTSBURGH
	Award Date	12/15/2022	State	PA
	End Date	12/31/2023	Postal Code	15250
	Fair Market Value		Plus 4	
	Amount	\$25,618.87	Province/Region	
	Amount Expended For Fiscal Year	\$25,618.87	Country	United States
	Explain why the Fair Market Value is Less than the Amount		Procurement Description	Business Insurance

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

19. Vendor Name	Tompkins Insurance Agencies, Inc.	Address Line1	90 Main Street
Type of Procurement	Other	Address Line2	
Award Process	Authority Contract - Competitive Bid	City	BATAVIA
Award Date	1/12/2023	State	NY
End Date	1/1/2024	Postal Code	14020
Fair Market Value		Plus 4	
Amount	\$15,387.50	Province/Region	
Amount Expended For Fiscal Year	\$15,387.50	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Umbrella Policy (1/1/23 - 1/1/24)

20. Vendor Name	Travelers	Address Line1	P.O. Box 660317
Type of Procurement	Other	Address Line2	
Award Process	Authority Contract - Competitive Bid	City	DALLAS
Award Date	2/2/2023	State	TX
End Date	2/23/2024	Postal Code	75266
Fair Market Value		Plus 4	
Amount	\$10,462.50	Province/Region	
Amount Expended For Fiscal Year	\$10,462.50	Country	United States
Explain why the Fair Market Value is Less than the Amount		Procurement Description	Directors & Officers / Employment Practices Liability Insurance (2/23/23 - 2/23/24)

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

<b>21.</b>	<b>Vendor Name</b>	Travelers	<b>Address Line1</b>	P.O. Box 660317
	<b>Type of Procurement</b>	Other	<b>Address Line2</b>	
	<b>Award Process</b>	Authority Contract - Competitive Bid	<b>City</b>	DALLAS
	<b>Award Date</b>	6/29/2023	<b>State</b>	TX
	<b>End Date</b>	7/1/2024	<b>Postal Code</b>	75266
	<b>Fair Market Value</b>		<b>Plus 4</b>	
	<b>Amount</b>	\$3,182.50	<b>Province/Region</b>	
	<b>Amount Expended For Fiscal Year</b>	\$3,182.50	<b>Country</b>	United States
	<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	Cyber Insurance (7/1/23 - 7/1/24)

<b>22.</b>	<b>Vendor Name</b>	Triton Mechanical	<b>Address Line1</b>	35 Bermar Park
	<b>Type of Procurement</b>	Design and Construction/Maintenance	<b>Address Line2</b>	
	<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	ROCHESTER
	<b>Award Date</b>	6/29/2023	<b>State</b>	NY
	<b>End Date</b>	12/31/2023	<b>Postal Code</b>	14624
	<b>Fair Market Value</b>	\$17,357.71	<b>Plus 4</b>	
	<b>Amount</b>	\$17,357.71	<b>Province/Region</b>	
	<b>Amount Expended For Fiscal Year</b>	\$17,357.71	<b>Country</b>	United States
	<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	2023 HVAC Scheduled Maintenance & Service Calls/Repairs

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
 Status: UNSUBMITTED  
 Certified Date : N/A

<b>23.</b>	<b>Vendor Name</b>	Turnbull	<b>Address Line1</b>	50 Franklin Street
	<b>Type of Procurement</b>	Design and Construction/Maintenance	<b>Address Line2</b>	
	<b>Award Process</b>	Non Contract Procurement/Purchase Order	<b>City</b>	BATAVIA
	<b>Award Date</b>		<b>State</b>	NY
	<b>End Date</b>		<b>Postal Code</b>	14020
	<b>Fair Market Value</b>		<b>Plus 4</b>	
	<b>Amount</b>		<b>Province/Region</b>	
	<b>Amount Expended For Fiscal Year</b>	\$1,432.58	<b>Country</b>	United States
	<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	2022 HVAC Service Calls/Repairs

<b>24.</b>	<b>Vendor Name</b>	Turnbull	<b>Address Line1</b>	50 Franklin Street
	<b>Type of Procurement</b>	Design and Construction/Maintenance	<b>Address Line2</b>	
	<b>Award Process</b>	Authority Contract - Non-Competitive Bid	<b>City</b>	BATAVIA
	<b>Award Date</b>	6/1/2023	<b>State</b>	NY
	<b>End Date</b>	12/31/2023	<b>Postal Code</b>	14020
	<b>Fair Market Value</b>	\$4,880.59	<b>Plus 4</b>	
	<b>Amount</b>	\$4,880.59	<b>Province/Region</b>	
	<b>Amount Expended For Fiscal Year</b>	\$4,880.59	<b>Country</b>	United States
	<b>Explain why the Fair Market Value is Less than the Amount</b>		<b>Procurement Description</b>	2023 HVAC Scheduled Maintenance & Service Calls/Repairs

Procurement Report for Genesee Gateway Local Development Corporation

Fiscal Year Ending: 12/31/2023

Run Date: 03/01/2024  
Status: UNSUBMITTED  
Certified Date : N/A

Additional Comments

**Access and Maintenance Easement for shared stormwater pond at MedTech Centre**

**Discussion:** As part of their construction of their housing project, the 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 or the MedTech Centre would have to construct its own pond upon sale of the existing one.

**Fund Commitment:** None.

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

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

ACCESS AND MAINTENANCE EASEMENT AGREEMENT (Stormwater Management Facilities)

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of January, 2024, by and between MEDTECH LANDING, LLC, a New York limited liability company, with an address of 2680 Grand Island Blvd, Suite #1, Grand Island, New York 14072 ("Grantor" or "Facility Owner"), and GENESEE GATEWAY LOCAL DEVELOPMENT CORP., a New York 501(c)(3) not-for-profit corporation with an address at 99 MedTech Drive, Batavia, NY 14020 ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns in fee simple certain premises situate on Assemblyman R. Stephen Hawley Drive, a portion of the land bearing Tax ID 9.-1-217 and all of the land bearing Tax ID 9.-1-218, as more particularly described in Schedule A attached hereto and made a part hereof (the "Grantor's Premises"); and

WHEREAS, Grantee owns in fee simple certain premises situate on Assemblyman R. Stephen Hawley Drive, Batavia, New York, known as a portion of tax account number 9.-1-217, as more particularly described in Schedule B attached hereto and made a part hereof (the "Grantee's Premises;" together with Grantor's Premises, the "Lots"); and

WHEREAS, in connection with Grantor's development of Grantor's Premises, Grantor shall be responsible for the cleaning, maintenance and repair of certain stormwater management, detention and control measures on Grantor's Premises serving as stormwater management facilities (the "Ponds"); and

WHEREAS, Grantee requires continued access to the Ponds in connection with the ownership of Grantee's Premises; and

WHEREAS, the parties hereto desire to establish and set forth a permanent, non-exclusive easement to permit access benefitting and burdening the Lots as set forth herein. These easements and restrictions will provide for the orderly development and maintenance of the Lots and the Ponds.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants unto the Grantee, its invitees, guests, licensees, tenants, successors and assigns forever (collectively referred to herein as Grantee), a permanent, irrevocable, and non-exclusive easement for entry, ingress and egress over Grantor's Premises (including but not limited to ingress and egress to and from Grantee's Premises), use, and maintenance at all times of, on, over, and across that certain area of Grantor's Premises, as described in "Schedule C", to the Ponds (the "Access Easement Area") as shown on the map captioned "\_\_\_\_\_" prepared by Terra Pointe Land Surveying PLLC, last dated or revised \_\_\_\_\_ (the "Map"), which Map shall be filed in the Office of the Clerk of Genesee County, New York and which Access Easement Area is more particularly described in Schedule C attached hereto and made a part hereof.



2. Grantee's use of the Access Easement Area shall be in common with Grantor, its invitees, guests, licensees, tenants, successors and assigns as the same may from time to time be constructed and maintained for the non-exclusive uses set forth herein.

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

4. The Grantor hereby grants a right of entry, ingress and egress over the Grantor's Premises to the Town of Batavia, its employees and agents for the purpose of exercising all rights granted to the Town of Batavia hereunder including, but not limited to performing inspections and cleaning, maintain, repairing or reconstructing the Ponds upon the default of the Grantor. Prior to entering the Grantor's Premises, the Town of Batavia shall, except in the event of an emergency, as determined by the Town, provide not less than 72 hours prior notice of the date of inspection or other activity to occur on the Grantor's Premises.

5. All expenses related to maintaining the use, repair, and/or maintenance of the Ponds and Access Easement Area shall be the responsibility of Grantor. Grantor or agents of Grantor shall enter upon the Access Easement Area to conduct property maintenance including but not limited to all reasonable and necessary cleaning, maintenance, repairs and replacement of stormwater control measures associated with the Ponds in accordance with the recommendations of the town of Batavia and/or its designee. Grantee or agents of Grantee shall have the right, but not the obligation, upon the failure or refusal of the Grantor to conduct the aforementioned cleaning, maintenance, repair, and replacement, after fifteen (15) days' written notice thereof to Grantor, to enter upon the Access Easement Area to conduct the aforementioned cleaning, maintenance, repair, and replacement and shall be entitled to reimbursement by Grantor.

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

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

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

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

10. The easement contained in this Agreement shall be perpetual in nature, shall in all respects run with the land, shall inure to the benefit of the parties hereto, their distributees, successors,

assigns and grantees and is created for the benefit of Grantee's Premises described herein. The merger or divergence of title to Grantor's Premises and/or Grantee's Premises shall have no effect upon the rights granted herein. The easement created hereby shall be unaffected by, and shall survive, the foreclosure of any mortgage or other lien or encumbrance placed or suffered on any or all of Grantor's Premises and/or Grantee's Premises.

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

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

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

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

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

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

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

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

*[No further text on this page.]*

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

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

MEDTECH LANDING, LLC, a New York limited liability company

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

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

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

STATE OF NEW YORK)  
COUNTY OF GENESEE) ss:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or prove to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_) ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

Record and return to:  
Harris Beach PLLC  
Attn: FL Gorman, Esq.  
99 Gamsey Road  
Pittsford, NY 14534

SCHEDULE A

Legal Description of Grantor's Premises

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

SCHEDULE B

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

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

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

SCHEDULE C

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

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



SCHEDULE D

[Mortgages]

[Consent to Access and Maintenance Easement Agreement]

By Mortgagee

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

IN WITNESS WHEREOF, Mortgagee has caused this Consent to Access and Maintenance Easement Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**FIVE STAR BANK**

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

Name:

Title:

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

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

[Consent to Access and Maintenance Easement Agreement]

By Mortgagee

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

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

**THE UNITED STATES OF AMERICA**

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

Name:

Title:

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

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

**Maintenance MOU for MedTech Centre**

**Discussion:** The GGLDC had its two maintenance personnel leave at the end of December. 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.

**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.

## Memorandum of Understanding

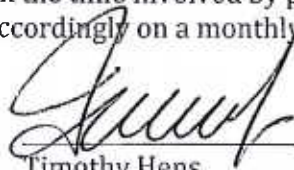
### Maintenance Services Agreement Building/Corporate Parks

This Memorandum of Understanding between Genesee County (County) and Genesee Gateway Local Development Corp. ("GGLDC") pertains to maintenance and repair services at the Upstate MedTech Centre ("Facility") located at 99 MedTech Drive, Batavia, NY 14020 and corporate parks owned by GCEDC and GGLDC. Details of this understanding are as follows:

1. The County will be responsible for scheduling and overseeing the **annual** inspections of the Facility which include, but is not limited to, the following:
  - a. Fire sprinkler system (Davis Ulmer)
  - b. Fire Alarm system (Great Lakes Building Systems)
  - c. Fire Extinguishers (Greg Ireland)
  - d. Elevator (Schindler)
  - e. Back Flows (Davis Ulmer)
2. The County will be responsible for maintaining **monthly** checks of the facility which include, but is not limited to, the following:
  - a. Rooftop HVAC units (gas lines, rubber roofing)
  - b. Shoveling out the rooftop HVAC units in the winter on the lower roof, if necessary
  - c. Check the operations of the sump pump
  - d. Check the filters in the GCEDC's refrigerator and ice machine
3. The GGLDC or GCEDC will contact the County, on an **as needed basis**, for general repair and maintenance issues as generated by a work order request from the Facility tenants and/or the GGLDC and GCEDC. The GGLDC will send these work order requests (as attached in Exhibit A) to the County and schedule a date and time for the work to be completed. If the request is an emergency the County will do its best to send someone as soon as possible. If the County does not have any personnel available, the County will assist in locating a contractor to address the issue. This list of repairs and maintenance may include, but is not limited to, the following:
  - a. Bathroom issues (leaks, broken seats, doors, latches, etc.)
  - b. Install/uninstall snow fence
  - c. Any paint touch up areas in Facility
  - d. Door lock and handle repair and/or replacement
  - e. Damaged ceiling tile replacements
  - f. Miscellaneous building repairs
  - g. Trash pick up at corporate parks -
  - h. Trimming of bushes at corporate parks -
  - i. Solar light maintenance at corporate parks

The County will track the time involved by personnel on the work above and bill the GGLDC and/or the GCEDC accordingly on a monthly basis.

Agreed to by:



Timothy Hens  
Superintendent of Highways  
Genesee County

\_\_\_\_\_  
Donald C. Cunningham  
President  
GGLDC

**Mowing contract for Ag Park**

**Discussion:** The GGLDC Received a proposal for mowing of the stormwater ponds and vacant land at Ag Park for 2024. Proposal amount is from same vendor as last year and the price has increased from \$10,600 to \$12,100.

**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.

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# GENESEE COUNTY HIGHWAY DEPARTMENT

153 Cedar Street  
Batavia, New York 14020  
Phone: (585) 344-8508 Fax: (585) 343-9303

Timothy J. Hens, P.E. Highway Superintendent  
David Wozniak, Deputy Superintendent  
Paul Osborn, Deputy Superintendent – Facilities, Parks, Recreation & Forestry

Jason Long  
*Airport Supervisor*  
Chris Klein  
*Fleet Maintenance Supervisor*  
Laura Wadhams, P.E.  
*Assistant County Engineer*  
Justin Gerace  
*Assistant County Engineer - Water*

February 22, 2024

GGLDC

Attn: Mark Masse, Sr. VP of Operations, Managing Member  
99 MedTech Drive  
Suite 106  
Batavia, NY 14020

Dear Mark:

Here are the requested quotes for providing mowing services at the business parks listed below for the 2024 season:

A. Genesee Valley Agri-Business Park -

1. Mowing adjacent to paved roadways within park 1 time a month
2. Finish mow Rt. 5 entry sign lawn areas on a regular basis (avg. every 7-10 days)
3. Finish mow Rt. 63 entry sign lawn area on a regular basis (avg. every 7-10 days)
4. Mowing 2 retention ponds 2 times a year
5. Brush hog East side of Ag Park Road 2x within the time period.

Mowing - @\$1,600.00 per month x 6 (May-Oct)	= \$ 9,600.00
Ponds - @\$500.00 each time per year x 2	= \$ 1,000.00
Brushhog - @\$750.00 x2	<u>= \$ 1,500.00</u>
<b>2024 GVAB Park mowing Total</b>	<b>\$12,100.00</b>

B. WNY Stamp Business Park

- |   |                      |
|---|----------------------|
| 1. Brush hog Part 182 Mitigation Field (1/2 field) x1 (Aug 15-31)     | = \$ 1,000.00        |
| 2. Brush hog Mitigation Field (1/3 Field) Alleghany Rd x1 (Aug 15-31) | <u>= \$ 1,000.00</u> |
| <b>2024 STAMP Mowing Total</b>  | <b>\$ 2,000.00</b>   |

**2022 Mowing total for all Parks = \$14,100.00**

If you have any questions regarding this proposal, please feel free to contact me at (585) 344-8508 ext. 3704 or via email at [paul.osborn@co.genesee.ny.us](mailto:paul.osborn@co.genesee.ny.us).

Paul A. Osborn, Genesee County Deputy Highway Superintendent

Proposal Acceptance: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### Approval of service agreement for HVAC system

**Discussion:** 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 are service calls and repairs needed that will cause the total expenditures 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) 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.



# **TRITON MECHANICAL**

COMMERCIAL REFRIGERATION & HVAC



## **Genesee Gateway Local Development Corp**

### *Mechanical Investment Service Proposal*

**Date:**

2/29/2024

**Proposal Number:**

P00171

**Prepared for:**

MedTech / Dr. Bruce Holm  
99 MedTech Drive  
Batavia, New York 14020

**Prepared by:**

Katie Carroll  
5852091600  
kcarroll@tritonmech.com



## *Table of Contents*

---

Executive Summary

Introduction

Services Provided

Maintenance Agreement

Equipment Schedule

Air Filter Schedule



Mark Masse  
99 MedTech Drive  
Batavia, New York 14020

Dear Mark Masse;

Our vision and mission is to be the professional provider of comprehensive solutions and services for facilities. We are committed to finding innovative solutions to meet the specific needs of every customer.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to the HVAC systems.

After careful survey of your mechanical systems, we present the following recommendations for planned preventive maintenance.

Thank you again for your time, we look forward to working with you!  
Respectfully,

Triton Mechanical

William J. Wells

Sr. Commercial Contracts Coordinator

(585) 209 1600

## ***Introduction***

---

### **Service Makes Sense**

The value of professional service cannot be underestimated. After all, the protection of your building's assets is critical to the operation of your business and the well-being of your employees.

A professional maintenance program keeps your building healthy and running at peak efficiency. Think of it as a "physical" for your facility. Regularly scheduled maintenance ensures environmental consistency. It makes work areas more comfortable and extends the life of your heating and cooling systems. A service agreement tailored to your specific facility also allows you to identify and address minor performance issues before they lead to catastrophic repairs and/or replacement.

Triton Mechanical's approach to service includes transparency. You'll receive a technical "menu" of the prescribed services and associated costs, along with a maintenance schedule tailored to your facility. We'll also provide a detailed explanation of the service performed.

More than 80% of the overall owning and operating costs of your facility will occur AFTER construction, which is why a professionally administered maintenance program is imperative to the ongoing performance of your building. The financial and technical risks of not performing regular service are many, so why chance it?

Triton Mechanical is dedicated to providing customized, professional maintenance programs that take the guesswork out of protecting your valuable assets.

YOU focus on the destination. Let us help you along the journey.

## Program Overview

There are numerous benefits to ensuring the overall health of your mechanical systems with a well-planned preventative maintenance program. Not only are routine maintenance activities required by equipment manufacturers in order to keep warranties in effect, they protect capital investments in expensive mechanical equipment, reduce system downtime, and ensure that equipment is running efficiently, thereby helping to control energy costs and management to adhere to operational budgets.

### Maintenance Tasking System



Preventive Maintenance Services may be scheduled using our proprietary Maintenance Tasking System. An important feature of this system is our customized service checklist, tailored to the specific systems at your facility and detailing the exact services and procedures we will perform to help keep your systems operating efficiently.

Maintenance frequency is determined by an analysis of your systems, which takes into account variables such as your equipment's operating hours, application, environment and manufacturer's recommendations. Based on this analysis, we will develop a maintenance frequency for your particular equipment. All completed service calls will be documented with a detailed customer service report, and this report will be reviewed with you or your representative after each service call.

### Customer Service Review (C.S.R.)



The Customer Service Review (C.S.R.) program is designed to ensure that the services being provided continue to meet your changing business objectives and meet or exceed the level of services purchased. The C.S.R. program means that we must continue to earn your business. The program includes regularly scheduled communication to evaluate our service based upon your feedback and direction. It is our goal to exceed the expectations of the customer by providing quality services and on-going communication.

### Operational Testing and Inspection Service



This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturers' recommendations, seasonal requirements and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, doubtful or broken parts.

### Professional Preventive Maintenance



This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.

### Maintenance Supplies



This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program. Maintenance Supplies include a variety of materials that is required to ensure all of the serviced equipment and system are proactively services based on manufactures recommendations, specifications and our experience.

*Air Filter Service*



Dirty filters and coils can increase your energy bills by 10-15%, according to the U.S. Department of Energy. Inefficient system operation caused by dirty filters can result in having to repair equipment more often or replace it sooner than its usual life expectancy. In some cases, dirty filters can even reduce employee productivity by aggravating employee health problems.

This program includes the labor and material to inspect, clean as required and change air filters on a regularly scheduled basis.

*Belt Service*



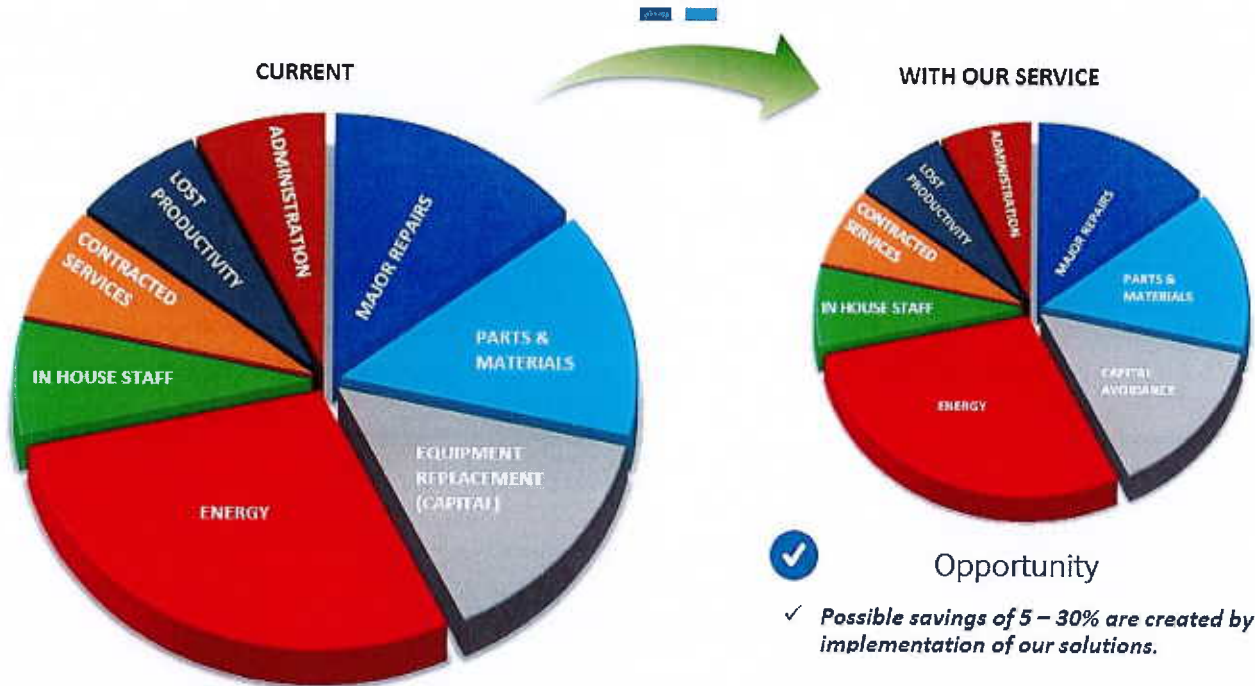
Belt inspection is particularly important to the operation because of the size of the power losses. Estimates of the energy losses due to under-tensioned drive belts can be as much as 20%. Proper belt tension is critical not only to belt life, but also to optimal drive function.

This program includes the labor and material to inspect, adjust as required and change belts on a regularly scheduled basis.

## MAINTENANCE IMPACT

Triton Mechanical's preventive maintenance program is the key to extending the life of your equipment. Our program provides the necessary labor, materials and test equipment to perform inspection, adjustment, calibration, and testing of the system's operation. By implementing our Maintenance Program you can ensure your system operates at optimal efficiency.

## PROACTIVE APPROACH FINANCIAL SAVINGS



### With Triton Mechanical you can expect:

- Expert operations and sales staff
- The highest standards and integrity in the industry
- Guaranteed performance
- Fast 24/7/365 emergency service
- Certified service professionals
- America's Best Service Experience
- Results oriented



According to the U.S. Department of Energy and the Building Owners and Managers Association (BOMA) energy savings of 5 to 30% can be realized through **improved operations and maintenance of building systems.**

### Your Benefits

- Reduces energy consumption
- Extends equipment life
- Eliminates comfort problems
- Reduces costs
- Protects the value of your system
- Improves system performance
- Reduces down time

## Tasking

Scheduled maintenance inspections are performed at various times throughout the year. Tasking Sheets provide an overview of the maintenance to be performed. Below are examples of some of the tasking that may or may not be provided.

### Packaged DX with Gas Heat

#### Annual Cooling Inspection

- Shut unit down and perform LOTO
- Lube all motors/bearings
- Check and verify all belts, replace per contract, where applicable
- Check and verify fan wheels
- Check and verify fan scrolls
- Check and verify fan sheave wear
- Check and verify fan sheave alignment
- Check and verify fan-bearing alignment
- Check and verify fan-bearing supports
- Check and verify motor supports
- Check and verify motor hold-down bolts
- Check and verify damper operations, where applicable
- Check and verify damper linkages, where applicable
- Check and verify damper motor operation, where applicable
- Check and verify and clean condensate pans
- Check and verify and clean condensate drain
- Check and verify condenser coil condition, clean per contract
- Check and verify evaporator coil condition, clean per contract
- Check and verify air filters – replace per contract
- Check and verify and clean outside air intake screens
- Check and verify cap tubes/piping for chafing
- Check and verify starters and contact surfaces
- Check and verify and tighten all electrical connections
- Check and verify all safety controls
- Check and verify crankcase heaters
- Check and verify for oil/refrigerant leaks
- Check and verify moisture indicators
- Check and verify oil level, where applicable
- Check and verify oil contamination, where applicable
- Check and verify volts/amps of compressors
- Check and verify volts/amps of condenser fan motors, where applicable
- Check and verify operating temperatures
- Check and verify superheat and sub-cool
- Check and verify refrigerant charge
- Check and verify hot gas by-pass controls, where applicable
- Check and verify head pressure controls
- Check and verify unloader operation, where applicable



- Check and verify all operating controls
- Check and verify all operating parameters
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit
- Record any deficiencies found

### **Annual Heating Inspection**

- Shut unit down and perform LOTO
- Lube all motors/bearings
- Check and tighten all electrical connections
- Check and verify starters and contact surfaces
- Check and verify all belts, where applicable
- Check and verify air filters, replace per contract
- Check and verify outside air intake screens
- Check and verify and clean condensate pans
- Check and verify and clean condensate drain
- Check and verify condenser coil condition
- Check and verify evaporator coil condition
- Check and verify all safety controls
- Check and clean gas burners, where applicable
- Check gas burner operation and inlet gas pressure
- Check heat exchanger for cracks and deterioration, where applicable
- Check flue pipe for deterioration and cleanliness
- Check exhaust system for proper draft
- Check for any gas leaks
- Check operation of pilot, where applicable
- Check and verify operating temperatures
- Check and verify all operating controls
- Check and verify all operating parameters
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit
- Record any deficiencies found

### **Operational Inspection**

- Check and verify all operating parameters
- Check and verify all electrical connections for burnt wires
- Lube motors/bearings, where applicable
- Check and verify condenser coil
- Check and verify evaporator coil
- Check and verify air filters, replace per contract
- Check and verify outside air intake screens
- Check and verify all belts where applicable
- Check and verify all fans

- Check and verify and clean condensate pans
- Check and verify and clean condensate drain
- Check and verify and clean condensate pumps, where applicable
- Check and verify for oil/refrigerant leaks
- Check and verify oil level, where applicable
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit
- Record any deficiencies found

## Exhaust Fan

- Check fan bearings and lubricate
- Check motor bearings and lubricate
- Check belts for wear; adjust tension or alignment and replace per contract
- Inspect/tighten motor mounts
- Check fan rotation
- Check fan for vibration or excessive noise
- Check and tighten electrical connections
- Check fan blades for cracks or excessive wear
- Check VFD - If applicable
- Check controls and system devices for proper operation
- Check exposed ductwork and all panels for integrity
- Check integrity of flexible connections
- Check control box for dirt/debris-clean as necessary

## Packaged Dehumidifier

### Annual Inspection

- Shut unit down and perform LOTO
- Lube all motors/bearings
- Check and verify all belts, replace per contract, where applicable
- Check and verify fan wheels
- Check and verify fan scrolls
- Check and verify fan sheave wear
- Check and verify fan sheave alignment
- Check and verify fan-bearing alignment
- Check and verify fan-bearing supports
- Check and verify motor supports
- Check and verify motor hold-down bolts
- Check and verify damper operations, where applicable
- Check and verify damper linkages, where applicable
- Check and verify damper motor operation, where applicable

- Check and verify and clean condensate pans
- Check and verify and clean condensate drain
- Check and verify condenser coil condition, clean per contract
- Check and verify evaporator coil condition, clean per contract
- Check and verify air filters, replace per contract
- Check and verify and clean outside air intake screens
- Check and verify cap tubes/piping for chafing
- Check and verify starters and contact surfaces
- Check and verify and tighten all electrical connections
- Check and verify all safety controls
- Check and verify crankcase heaters
- Check and verify for oil/refrigerant leaks
- Check and verify moisture indicators
- Check and verify oil level, where applicable
- Check and verify oil contamination, where applicable
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- Check and verify volts/amps of condenser fan motors, where applicable
- Check and verify operating temperatures
- Check and verify superheat and sub-cool
- Check and verify refrigerant charge
- Check and verify hot gas by-pass controls, where applicable
- Check and verify head pressure controls
- Check and verify unloader operation, where applicable
- Check and verify all operating controls
- Check and verify all operating parameters
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit
- Record any deficiencies found

### **Operational Inspection**

- Check and verify all operating parameters
- Check and verify all electrical connections for burnt wires
- Lube motors/bearings, where applicable
- Check and verify condenser coil
- Check and verify evaporator coil
- Check and verify air filters, replace per contract
- Check and verify outside air intake screens
- Check and verify all belts where applicable
- Check and verify all fans
- Check and verify and clean condensate pans
- Check and verify and clean condensate drain
- Check and verify and clean condensate pumps, where applicable
- Check and verify for oil/refrigerant leaks
- Check and verify oil level, where applicable
- Check and verify unusual noises/vibrations

- Check and verify cabinetry/hardware conditions
- Check overall condition of unit
- Record any deficiencies found



**PREVENTATIVE MAINTENANCE AND SERVICE AGREEMENT**

**Company**  
 Triton Mechanical  
 35 Bernar Pk  
 Rochester, New York 14624

Proposal Date: 2/29/2024  
 Proposal Number: P00171  
 Agreement Number:

Ph: 5852091600 Fax:

Bill To Identity	Agreement Location
Genesee Gateway Local Development Corp 99 MedTech Drive Batavia, New York 14020  Attn: Mark Masse	MedTech / Dr. Bruce Holm 99 MedTech Drive Batavia, New York 14020  Attn: Mark Masse

Triton Mechanical will provide the services described in the maintenance program indicated below.

**MAINTENANCE PROGRAM:** Planned Maintenance **SCHEDULES:** \*Equipment Schedule \*Air Filter Service

Agreement coverage will commence on 4/1/2024.

The Agreement price is \$4,950.00 per year, payable in installments of \$2,475.00 per Semi-annual beginning on the effective date of 4/1/2024 through 3/31/2025.

This Agreement is the property of Triton Mechanical and is provided for Customer's use only. Triton Mechanical guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Company**

**Customer**

\_\_\_\_\_  
 Signature Sales Consultant

\_\_\_\_\_  
 Signature (Authorized Representative)

\_\_\_\_\_  
 Accepted for Company by: Signature

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Name & Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date / Phone / Fax

\_\_\_\_\_  
 Date



**Planned Maintenance Program**

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

**WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

\*TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.

\*INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

\*CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.

\*ALIGNING belt drives; drive couplings; coil fins, etc.

\*CALIBRATING safety controls; temperature and pressure controls, etc.

\*TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

\*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

\*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.



**Planned Maintenance Terms and Conditions**

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary, to reflect increases in labor, material and other costs, unless otherwise negotiated upon.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become more than thirty (30) days delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
11. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

12. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

15. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.

16. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.



## ***Limitations of Liability***

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### **Limitation of Liability**

Triton Mechanical is not responsible for any incidental or consequential damages. Customer agrees that Triton Mechanical and its employees, officers and agents are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the services performed under this Contract. If it is determined by a court of competent jurisdiction that Triton Mechanical or any of its owners, agents, employees, and affiliates are directly or indirectly responsible for any such loss, damage, injury or other consequence, Customer acknowledges and agrees that it would be extremely difficult to determine the actual damages that may result from Triton Mechanical's failure to perform its duties under this Contract, and therefore damages shall be limited to the price Customer paid Triton Mechanical under this Contract. These agreed upon damages are not a penalty; they are Customer's sole remedy no matter how the loss, damage, injury, or other consequence is caused. In the event Customer substantially loses a claim against Triton Mechanical, Customer shall pay all legal fees, legal expenses and costs incurred by Triton Mechanical in defense of the claim. In any third-party action against Triton Mechanical arising out of the services performed under this Contract, Customer agrees to be solely responsible and hereby holds Triton Mechanical and its agents and employees harmless from liability for any property damage or personal injury of any nature while performing the services set forth in this Contract.

## Inventory of Equipment

Assets							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	PKG1	Trane	YSC102E3RMA0 RD000A1020000	943100609L	8.5 Ton	Rooftop	
1	PKG2	Trane	YSC092E3RMA0 19T	943101300L	7.5 Ton	Rooftop	
1	PKG3	Trane	YSC092E3RMA0 NDO00A102000	943101312L	7.5 Ton	Rooftop	
1	PKG4	Trane	YSC060E3RMA0 19T	945100137L	5 Ton	Rooftop	
1	PKG5	Trane	YSC102E3RMA0 55L	943100619L	8.5 Ton	Rooftop	
1	PKG6	Trane	YSC048E3RMA0 55L	944100379L	4 Ton	Rooftop	
1	PKG7	Trane	YSC036E3RMA0 55L	9441001922	3 Ton	Rooftop	
1	PKG8	Trane	YSC048E3RMA0 UD	944100385L	4 Ton	Rooftop	
1	PKG9	Trane	YSC072E3RMA0 BD000A1	944100628L	6 Ton	Rooftop	
1	PKG10	Trane	YSC072E3RMA0 R200A101	944100696L	6 Ton	Rooftop	
1	PKG11	Trane	YSC072E3RMA0 19T	944100620L	6 Ton	Rooftop	
1	PKG12	Trane	YSC102E3RMA0 55L	943100599L	8.5 Ton	Rooftop	
1	PKG13	Trane	YSC060E3RMA5 5L	945100125L	5 Ton	Rooftop	
1	PKG14	Trane	YSC060ERMA05 5L	943101306L	5 Ton	Rooftop	
1	PKG15	Trane	YSC060E3RMA0 WD00A100002	945100113L	5 Ton	Rooftop	
1	ExFan1	Greenheck	G-075--X	11927270011	0.75 HP	Roof Mounted	
1	ExFan2	Greenheck	G-090-D-X	118592500909	0.75 HP	Roof Mounted	
1	ExFan3	Greenheck	G-095-D-X	11927276091	0.75 HP	Roof Mounted	
1	ExFan4	Greenheck	G-095-D-X	11927276	0.75 HP	Roof Mounted	
1	Dehumidifier1	Seresco	NE935-PH-X- PONB1122	09101813	35 Ton	Pool Area	

## Air Filter Service

Assets				
Unit	Qty	Changes/Yr	Size	Type
PKG1	4	2	20X25X2	Pleated
PKG2	4	2	20X25X2	Pleated
PKG3	4	2	20X25X2	Pleated
PKG4	2	2	20x30x2	Pleated
PKG5	4	2	20x25x2	Pleated
PKG6	2	2	20x30x2	Pleated
PKG7	2	2	20x30x2	Pleated
PKG8	2	2	20x30x2	Pleated
PKG9	4	2	16X25X2	Pleated
PKG10	4	2	16X25X2	Pleated
PKG11	4	2	16X25X2	Pleated
PKG12	4	2	20X25X2	Pleated
PKG13	2	2	20x30x2	Pleated
PKG14	4	2	20X25X2	Pleated
PKG15	4	2	20X25X2	Pleated
Dehumidifier1	1	2	20x24x2	Pleated

*Your Mechanical Investment*

## Asset Maintenance Schedule

Assets									
Qty	Unit Desc.	Type	Spring	Summer	Fall	Winter	Coil Cleaning	Annual Filter Changes	Annual Belt Changes
1	PKG1	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG2	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG3	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG4	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG5	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG6	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG7	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG8	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG9	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG10	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG11	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG12	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG13	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG14	PKG-DX-GAS	1	0	1	0	1	2	1
1	PKG15	PKG-DX-GAS	1	0	1	0	1	2	1
1	ExFan1	FAN-EX	1	0	1	0	0	0	0
1	ExFan2	FAN-EX	1	0	1	0	0	0	0
1	ExFan3	FAN-EX	1	0	1	0	0	0	0
1	ExFan4	FAN-EX	1	0	1	0	0	0	0
1	Dehumidifier1	PKG-DX-CLG	1	0	1	0	1	2	0

# GGLDC

Chris Suozzi – Workforce Development

March 7, 2024

## Discussion:

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 C3 that is the overarching entity that supports GLOW with your HANDS for \$2500 and GLOW with your Hands Healthcare for \$2500.

Staff request a contribution from GGLDC in the amount of a combined \$5,000 to support these workforce development programs under GLOW Works, Inc.

# INVOICE

GLOW Works, Inc.  
587 East Main Street, suite 100  
Batavia, NY 14020  
Telephone 344-2042 ext. 4212  
Fax: 344-4495

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Vendor's Name: Genesee County Economic Development Center Invoice No: PY2023-5  
9 MedTech Drive, Batavia, NY 14020 Invoice Date: January 18, 2024  
Attn: Chris Suozzi

Gold sponsorship Funds to be provided to support the sustainability of <i>GLOW with Your Hands: Healthcare</i> event 3/22/2024	Cost \$2,500
Please make checks payable to: GLOW Works, Inc. 587 East Main Street, Suite 100 Batavia, NY 14020	

Signature: 

Date: 1/18/24

**GLOW With Your  
Hands:  
Healthcare**

**FRIDAY**

**MARCH 22, 2024**

**8 AM – 2 PM**

**GCC | Batavia Campus**

**GLOW  
WITH  
YOUR  
HANDS**



**[www.GLOWWithYourHands.com](http://www.GLOWWithYourHands.com)**

**SPONSORS NEEDED:**

**To Support and Inspire the Next  
Generation of Healthcare Workers!**

Over 700 students from 29 Genesee, Livingston, Orleans, and Wyoming county schools will actively engage in hands-on experiences with dozens of companies, colleges, and training programs to design their paths to future healthcare careers.



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63

# SPONSORSHIP LEVELS

Sponsor Level	Label options	Benefits
\$5,000 Platinum	Platinum, or	Large banner in event lobby or lunch area if lunch sponsor, exhibitor table, recognition on slide show running on monitors throughout event, promotion on event website, and more.
	Lunch Sponsor	
\$2,500 Gold	Cinch Bag (1), or	Banner recognition in event lobby, single color logo on cinch bag or water bottle, exhibitor table, recognition on slide show running on monitors throughout event, and promotion on event website.
	Water Bottle	
\$1,000 Silver	Silver	Listing on sponsor banners in event lobby, exhibitor table, recognition on slide show running on monitors throughout event and promotion on event website.
\$500 Bronze	Bronze	Listing on thank you banner in event lobby, exhibitor table and recognition on website and slideshow.
Unique or In Kind	Varied	<i>GLOW With Your Hands</i> welcomes creative sponsorship, let us know your idea!

Please e-mail this completed form and your logo in jpeg or pdf format by Friday, February 23, 2024, to Sponsorship Coordinator, Chris Suozzi (585-409-1301) at csuozzi@gcedc.com.

Then, mail a check made out to "GLOW WORKS, Inc." with a copy of this form to:

GCEDC | Attn: Chris Suozzi  
99 MedTech Drive, Suite 106  
Batavia, NY 14020

Company Name: GCEDC Contact Name: Mark Masse  
 Street Address: 99 medTech A Title: SVP  
 City: BATAVIA Email: M.MASSE@gcedc.com  
 State, Zip Code: NY, 14020 Telephone: 585-343-4866  
 Sponsor Level: Gold Additional Details: \_\_\_\_\_

**Thank you for your support!**

GLOW With Your Hands: Healthcare | Questions? Email Angela Grouse at [angela@livingstoncountychamber](mailto:angela@livingstoncountychamber.com)

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64



# INVOICE

GLOW Works, Inc.  
587 East Main Street, suite 100  
Batavia, NY 14020  
Telephone 344-2042 ext. 4212  
Fax: 344-4495

Vendor's Name: Genesee County Economic Development Center Invoice No: PY2023-6  
9 MedTech Drive, Batavia, NY 14020 Invoice Date: January 18, 2024  
Attn: Chris Suozzi

Gold sponsorship Funds to be provided to support the sustainability of <i>GLOW with Your Hands: Manufacturing 9/24/2024</i>	Cost
	\$2,500
Please make checks payable to: GLOW Works, Inc. 587 East Main Street, Suite 100 Batavia, NY 14020	

Signature: 

Date: 1/18/24

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65

# **GLOW With Your Hands: Manufacturing**

**TUESDAY  
SEPTEMBER 24, 2024**

**Genesee County Fairgrounds**

**GLOW  
WITH  
YOUR  
HANDS**

**[www.GLOWWithYourHands.com](http://www.GLOWWithYourHands.com)**

## **SPONSORS NEEDED:**

**To Support and Inspire the Next Generation of Workers!**

**GLOW With Your Hands: Manufacturing** provides 1,100+ local High School students with hands-on experiences in exciting careers growing in the advanced manufacturing, agribusiness, construction, energy, and skilled trades industries. In 2023, 65+ exhibitors shared their businesses to the next generation of talented workers.

**What better way to advertise your company/organization to the next generation than at GLOW With Your Hands Manufacturing in 2024?**

This event is hosted by the GLOW Workforce Development Board, Genesee Valley BOCES, Workforce, Community, Economic and Business Leaders; and GLOW WORKS, Inc. - which is a 501(c)3 non-profit organization.

**Your donation/sponsorship may be tax deductible**



# SPONSORSHIP OPPORTUNITIES

Sponsor Level	Sponsor Type	Sponsor Benefits
<b>\$5,000</b> <b>Platinum</b>	Platinum Sponsor	Sponsorship includes LARGE banner at one of the exhibit area entrances, an exhibitor table, and promotion on the event website.  Lunch Sponsorship includes signage in the lunch area.  Hard Hat or Cinch Bag Sponsorships includes sponsor logo on student hard hats or cinch bags.
	Lunch Sponsor (2)	
	Hard Hat Sponsor (1)	
	Cinch Bag Sponsor (1)	
<b>\$2,500</b> <b>Gold</b>	Gold Sponsor	Sponsorship includes a banner at one of the exhibit area entrances, an exhibitor table, and promotion on the event website.  Safety Glasses Sponsor includes signage at exhibit area entrances.
	Safety Glasses Sponsor	
<b>\$1,000</b> <b>Silver</b>	Silver Sponsor	Sponsorship includes an exhibitor table and promotion on the event website.
<b>\$500</b> <b>Bronze</b>	Bronze Sponsor	Sponsorship includes an exhibitor table and promotion on the event website.
<b>General, Unique &amp; In Kind</b>	Varied	We welcome creative sponsorships. Let us know what you'd like to sponsor this year's event!

Please e-mail this completed form and your logo in jpeg or pdf format by June 1, 2024, to Sponsorship Coordinator Chris Suozzi (585-409-1301) at csuozzi@gcedc.com.

Then, mail a check made out to "GLOW WORKS, Inc." with a copy of this form to:

GCEDC | Attn: Chris Suozzi  
 99 MedTech Drive, Suite 106  
 Batavia, NY 14020

Company Name: GCEAC  
 Street Address: 99 MedTech Dr  
 City: BATAVIA  
 State, Zip Code: NY, 14020  
 Sponsor Level: GOLD

Contact Name: MARK MASSE  
 Title: SVP  
 Email: MMASSE@gcedc.com  
 Telephone: 585-343-4866  
 Additional Details: -

**Thank you for your support!**

GLOW With Your Hands: Manufacturing | Questions? Email Chris Suozzi at csuozzi@gcedc.com or call 585-409-1301