



Genesee Gateway Local Development Corp.

Meeting Agenda

Thursday, March 28, 2024

Location: 99 MedTech Drive, Innovation Zone

PAGE#	1.0	Call to Order	5:20pm
	2.0	Chairman's Report and Activities	5:20pm
	2.1	Upcoming Meetings: Next Scheduled Board Meeting: Thursday, May 2nd at 4 p.m. Audit & Finance Committee Meeting: Tuesday, April 30 th at 8:30 a.m. Governance and Nominating Committee Meeting: Thursday, May 2 nd at 3:00 p.m.	
	2.2	Agenda Additions/ Deletions / Other Business **Vote	
2-7	2.3	Minutes: March 7, 2024 **Vote	
	3.0	Report of Management	5:25pm
	3.1	Public Authorities Annual Report **Vote – L. Farrell	
8-12	3.2	CH4 Biogas Option Agreement **Vote - M. Masse	
	4.0	Audit & Finance Committee – M. Brooks	5:40pm
	4.1	12/31/2023 Audit **Vote	
13-28	4.2	Mowing Bids **Vote	
29-31	4.3	Authorizing Resolution- Sale of Land to MedTech Landing, LLC **Vote	
32-36	4.4	Service Agreement for Fire Alarm System **Vote	
	5.0	Governance & Nominating Committee – S. Noble-Moag	5:55pm
	5.1	Nothing at this time.	
	6.0	Other Business	5:55pm
	6.1	Nothing at this time.	
	7.0	Adjournment	5:55pm



GGLDC Board Meeting
Thursday, March 7, 2024

Location: 99 MedTech Drive, Innovation Zone
4:00 PM

GGLDC MINUTES

Attendance

Board Members:	P. Zeliff, J. Tretter, G. Torrey, M. Clattenburg, P. Battaglia, C. Yunker, (Video Conference*), M. Brooks, D. Cunningham
Staff:	L. Farrell, M. Masse, S. Hyde, J. Krencik, L. Casey, C. Suozzi, P. Kennett
Guests:	K. Manne (GCEDC Board Member), C. Kemp (GCEDC Board Member), M. Gray (GCEDC Board Member), R. Gaenzle (Harris Beach/Video Conference)
Absent:	S. Noble-Moag

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

1.0 Call to Order

D. Cunningham called the meeting to order at 5:35 p.m. in the Innovation Zone.

2.0 Chairman’s Report and Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, March 28th at 4:00 p.m.
 Audit & Finance Committee Meeting: Thursday, March 28th at 3:00 p.m.

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

2.3 Minutes: February 1, 2024 -

J. Tretter made a motion to approve the February 1, 2024 minutes as presented; the motion was seconded by M. Brooks. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zeliff -	Yes
S. Noble-Moag -	Absent		

The item was approved as presented.

3.0 Report of Management

3.1 Nothing at this time.

4.0 Audit & Finance Committee – D. Cunningham

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

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

The Bank of Castile listed in the Investment Report should be changed to Tompkins Community Bank.

This was recommended for approval by the Committee with the above-mentioned change.

M. Brooks made a motion to approve the Investment Report with the above-mentioned change; the motion was seconded by J. Tretter. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Absent		

The item was approved as presented.

4.2 Procurement Report - Public Authorities are required to report all procurement transactions active during the reporting period that have an actual or estimated value of \$5,000 or more. This report will be submitted to the PARIS system and posted on the website. The board has already approved most expenses or contracts that exceed \$5,000. Therefore, the Committee has already seen and approved most of the information that is collectively stated in this report.

This was recommended for approval by the Committee.

M. Brooks made a motion to approve the Procurement Report as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Absent		

The item was approved as presented.

4.3 Stormwater Maintenance Agreement - As part of their construction of their housing project, MedTech Landing, LLC will acquire the stormwater pond that was designed to handle the full build out of MedTech Park, including the existing MedTech Centre. This agreement allows the MedTech Centre to have an easement to allow for its current stormwater flow from the facility into the existing pond. This agreement was a requirement from the Town of Batavia. Without this agreement, the MedTech Centre

would have to construct its own pond upon sale of the existing one. The agreement allows us access to the pond, but MedTech Landing, LLC is responsible for the maintenance.

This was recommended for approval by the Committee.

M. Brooks made a motion to approve the Stormwater Maintenance Agreement as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Absent		

The item was approved as presented.

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

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

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

This was recommended for approval by the Committee.

M. Brooks made a motion to approve the Maintenance MOU for the MedTech Centre not to exceed \$10,000 as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Absent		

The item was approved as presented.

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

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

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

This was recommended for approval by the Committee.

M. Brooks made a motion to approve the Mowing Proposal for Ag Park with the Genesee County Highway Department not to exceed \$12,100 as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Absent		

The item was approved as presented.

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

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

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

Both action items were recommended for approval by the Committee

M. Brooks made a motion to approve the HVAC System Maintenance Contract with Triton not to exceed \$4,950 as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Absent		

The item was approved as presented.

M. Brooks made a motion to approve service calls and maintenance work completed by Triton for the HVAC system not to exceed \$15,000 as presented; the motion was seconded by G. Torry. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zelif -	Yes

S. Noble-Moag - Absent

The item was approved as presented.

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

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

This was recommended for approval by the Committee.

M. Brooks made a motion to approve 1) the GLOW Works, Inc. Sponsorship for the GLOW with Your Hands: Healthcare Event in the amount of \$2,500 and 2) the GLOW Works, Inc. Sponsorship for the GLOW with Your Hands: Manufacturing Event in the amount of \$2,500 as presented; the motion was seconded by G. Torrey. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zeliff -	Yes
S. Noble-Moag -	Absent		

The item was approved as presented.

5.0 Governance & Nominating Committee – S. Noble-Moag

5.1 Authority Self-Evaluation of Prior Year Performance - Public Authorities are required to perform a self-evaluation of prior year’s goals/measurements annually. This report shows the results against the goals and measurements that were set for 2023. This report will be posted to the website.

D. Cunningham made a motion to approve the Authority Self-Evaluation of Prior Year Performance as presented; the motion was seconded by P. Zeliff. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zeliff -	Yes
S. Noble-Moag -	Absent		

The item was approved as presented.

5.2 Mission Statement & Measurement Report - The Authority's Board must annually review the authority's mission statement and performance goals to ensure that its mission has not changed and that the authority's performance goals continue to support its mission. This report will be posted to the website and submitted to PARIS.

At the Governance and Nominating Committee meeting, S. Noble-Moag requested that the Mission Statement and Measurement report is presented sooner next year so that the Committee can have more time to strategically review and have intentional discussions regarding this report.

D. Cunningham made a motion to approve the Mission Statement & Measurement Report as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes (Video Conference*)
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Absent		

The item was approved as presented.

6.0 Other Business

6.1 Nothing at this time.

7.0 Adjournment

As there was no further business, J. Tretter made a motion to adjourn at 5:44 p.m., which was seconded by M. Brooks and passed unanimously.

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT (this "Agreement") is made as of the latest date indicated on the signature page of this Agreement (the "Effective Date") by and between **GENESEE AGRIBUSINESS LLC** ("Landowner"), with an address at 99 MedTech Drive, Suite 106, Batavia, New York 14020, and **CH4 BIOGAS, LLC**, a Delaware limited liability company located at 30 Lakewood Circle North, Greenwich, Connecticut 06830 ("Option Holder").

Recitals

A. Landowner is the owner in fee of certain real property totaling approximately 20 acres, located at Ellicott Street Road, Batavia, New York 14020, as more particularly described as Tax map ID #20.-1-108.1 and as set out in the legal description at **Exhibit A** (the "Property").

B. Option Holder wishes to obtain an option to purchase the Property from Landowner, together with certain appurtenant rights over, across, to and through other portions of the Property, and Landowner is willing to sell the Property and grant such appurtenant rights to Option Holder, all on and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, the parties hereto agree as follows:

1. Grant of Option. Landowner hereby grants to Option Holder an exclusive and irrevocable option (the "Option") to purchase the Property exercisable by Option Holder or its Designee at any time during the Term, defined below, at \$50,000 per acre. Landowner represents and warrants that, as of the date hereof, Landowner holds fee simple title to the Property and knows of no liens or encumbrances that would prohibit the sale of the Property.
2. Deposit. Option Holder shall make a Twenty Thousand and no/100 U.S. Dollars (\$20,000.00) non-refundable deposit ("Deposit") to Landowner within three (3) business days following the Effective Date. Such Deposit shall be credited against the total purchase price at closing, if applicable.
3. Term of Option. The term of the Option (the "Term") shall be for a total of twelve (12) months, provided that Option Holder makes the Deposit to Landowner in accordance with the terms of Section 2 of this Agreement, beginning on the Effective Date, provided, however, that Option Holder shall have the right at any time prior to exercising the Option to terminate this Agreement by giving written notice to Landowner.
4. Method of Exercising Option. Option Holder may exercise the Option at any time during the Term by delivering written notice to Landowner of such exercise, such notice to be delivered to Landowner at the address written above, unless Landowner has otherwise provided an alternative address to Option Holder in writing (hereinafter the "Exercise Notice"). The parties

agree thereafter to execute a Purchase and Sale Agreement in the form attached hereto as Exhibit B.

5. Intended Use. Landowner hereby consents to the Option Holder's intended use of the Property to construct, operate and maintain a biodigester system and other systems that, in Option Holder's sole opinion, are reasonably related to said biodigester system (the "Intended Use"). Landowner will reasonably cooperate with efforts to obtain any required permitting or approval as may be necessary for the Intended Use by Option Holder.

6. Due Diligence Activities. During the Term, Option Holder or its representatives shall have, and Landowner hereby grants Option Holder, the right of access to the Property during reasonable business hours for the purpose of obtaining building permits and approvals, completing non-invasive environmental studies, and performing other customary due diligence activities to evaluate the proposed use of the Property under the Purchase and Sale Agreement (collectively, the "Due Diligence Activities"). Notwithstanding anything to the contrary stated herein or otherwise, it is expressly agreed and acknowledged that in no event shall Option Holder or its representatives be permitted to conduct any invasive testing on the Property, including, but not limited to, Phase II environmental site assessments, without Landowner's prior written consent, which it may grant, condition, and/or withhold in its sole and absolute discretion. Notwithstanding the foregoing, Landowner hereby agrees to allow Option Holder to conduct a suitability study including but not limited to ground boring and the collection of soil samples, and neither of these activities shall be considered "invasive testing" for the purposes of this Agreement. Option Holder will notify Landowner of the location of the Due Diligence Activities and will endeavor to minimize any inconvenience to Landowner. All data and other information derived from such Due Diligence Activities shall be and remain the sole property of Option Holder. Option Holder shall repair or reimburse Landowner for the cost of any damages caused by Option Holder's Due Diligence Activities. In addition, Option Holder will be responsible for all costs incurred by it in conducting the Due Diligence Activities. Additionally, prior to permitting any contractor, agent, person or entity to enter onto the Property for any purposes, Option Holder shall deliver to Landowner evidence of commercial general liability insurance and automobile liability insurance coverage maintained by Option Holder, as well as commercial general liability insurance coverage and automobile liability insurance coverage for each such contractor, agent, person or entity, with each such policy having a combined single limit per occurrence for personal injury and property damage of not less than One Million Dollars (\$1,000,000); provided, however, no such certificates shall be required of any subcontractor of an environmental engineer and/or contractor which has provided Landowner with the requisite certificate. All policies required by this section shall name Landowner as an additional insured thereon. Each such insurance policy shall be maintained with an insurer that is reasonably acceptable to Landowner, and the form and scope of coverage shall be reasonably acceptable to Landowner. Option Holder and each such contractor shall also maintain workers compensation insurance, if required by applicable law, in no less than the minimum statutory amount.

7. Right of First Refusal. It is further agreed that, should Landowner, or Landowner's heirs, executors, successors, or assigns, at any time during the Term receive an offer to purchase the Property or any part of the Property, and Landowner desires to accept such offer, or should Landowner during any such time make an offer to sell the Property or any part of the Property or

transfer the beneficial interest in any land trust in which the Property or any part of the Property are held, Landowner shall give Option Holder ninety (90) days' written notice of such offer setting forth the name and address of the proposed purchaser or new beneficiary, with executed copies of all relevant documents, the amount of the proposed purchase price (including a full and fair allocation of the proposed purchase price attributable to the Property if the offer includes property in addition to the Property or a portion of the Property) and all other terms and conditions of such offer. Option Holder shall then have the first option to purchase the Property or the beneficial interest covered in the offer by giving written notice to Landowner of its intention to purchase within such 90-day period at the same price (or allocated price, if applicable) and on the same terms as any such offer. For the purposes of this provision, an offer to sell shall include any assignment of beneficial interest if the Property is held in a trust. Whether or not the Property set forth in the offer is sold or the beneficial interest is transferred, Option Holder shall have, upon the same conditions and notice, the continuing first option to purchase the Property or beneficial interest or any part of the Property upon the terms of any subsequent offer or offers to purchase. If any of the foregoing options are exercised, Landowner shall convey marketable and insurable title to the Property in fee simple or convey the beneficial interest in a land trust by good and sufficient stamped warranty deed or assignment of beneficial interest, as the case may be, and free from all encumbrances whatsoever. Settlement of the purchase price and conveyance to Option Holder shall be made within ninety (90) days from the date of exercise. Taxes, utilities, rents, and other expenses shall be adjusted as of the date of closing by Option Holder. Landowner shall bear all costs of subdivision, replat, or surveying, to the extent any are required.

8. Brokers. Landowner and Option Holder each warrant and represent to the other that neither has employed or dealt with a real estate broker or agent in connection with the transaction contemplated hereby for which the other party hereto will have any responsibility or liability whatsoever. Landowner and Option Holder covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of, or in any manner related to, the alleged employment, engagement, or use by the indemnifying party of any real estate broker or agent. The foregoing indemnification obligation shall survive the termination of this Agreement.

9. Notices. All notices or other communications required or permitted hereunder shall, unless otherwise provided herein, be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed to the receiving party at the address set forth below its respective signature on the signature page hereto. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any party may change its address for purposes of this section by giving written notice of such change to the other party in the manner provided in this section.

10. Intentionally Omitted.

11. Assignment. Option Holder shall not have the right to assign its rights, duties and obligations pursuant to this Agreement or any of its rights hereunder without the prior written consent of Landowner, which consent shall not be unreasonably conditioned, withheld, and/or

delayed; provided, however, Option Holder shall be permitted to assign this Agreement to any affiliate or subsidiary, or to an entity created for the potential acquisition contemplated herein without obtaining Landowner's consent so long as the Option Holder named herein remains fully responsible for the performance of all of Option Holder's obligations under this Agreement. No assignment shall be effective unless and until Option Holder provides Landowner with a notice of assignment together with a copy of the applicable assignment and assumption agreement.

12. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity, including but not limited to a temporary restraining order. Each party hereto (a) agrees that it shall not oppose the granting of such specific performance or other relief and (b) hereby irrevocably waives any requirements for proving that monetary damages would be an insufficient remedy or the security or posting of any bond in connection with such relief.

13. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, successors, and assigns. The parties each agree to do, execute, acknowledge, and deliver all such further acts, instruments, and assurances, and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby. This Agreement shall be governed by and in accordance with the laws of the State of New York. If any clause or provision of this Agreement is held by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu of such illegal, invalid, or unenforceable provision a provision as similar in terms as is possible and be legal, valid, and enforceable. In the event that either party hereto commences an enforcement action against the other to enforce its rights hereunder, the prevailing party in such enforcement action shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to such enforcement action, whether incurred before or after a final decision on such enforcement action. This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof and supersedes all prior agreements in respect to the subject matter hereof, if any, between the parties. This Agreement may not be amended, modified, or discharged, nor may any of its terms be waived, except by an agreement in writing signed by the parties. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This Agreement, along with any amendments hereto, to the extent signed and delivered by means of PDF, DocuSign, E-mail, a facsimile machine, or other means of electronic signature and transmission, shall be treated in all manner and respects and for all purposes as an original signed agreement or amendment and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person.

[Remainder of page intentionally left blank. Signature page immediately follows.]

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals hereto as of the day and year indicated next to their signatures.

LANDOWNER

GENESEE AGRIBUSINESS LLC, a New York limited liability company

Date: _____

By: _____

Name: _____

Title: _____

OPTION HOLDER

CH4 BIOGAS, LLC, a Delaware limited liability company

Date: _____

By: _____

Name: _____

Title: _____

Mowing contract for MedTech and Ag Park

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

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

The following bids were received:

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

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

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

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



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

Contractor will mow the following:

1. Property at 805 Lewiston Road, mow bi weekly starting April 1 through October 31 (116 times)
2. Properties at 6725, 6620, 6608, 6590, 6576 and 6561 Crosby Road, mow bi weekly starting April 1 through October 31

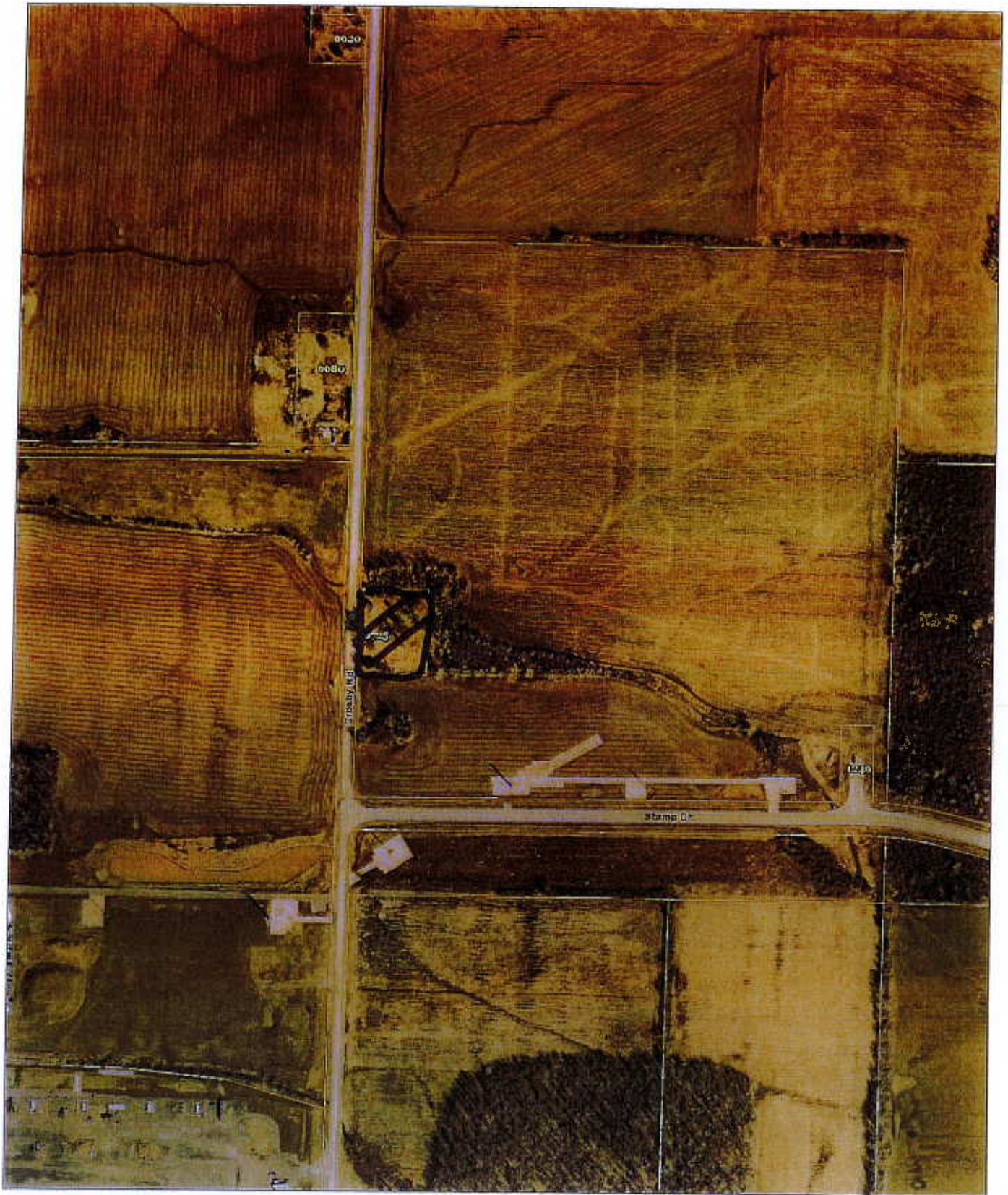


GGLDC quote request for mowing at MedTech and Ag Park:

Contractor will mow the following:

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

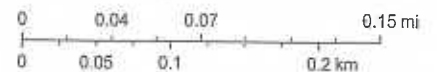
ArcGIS Web Map



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

City & Villages (Large Scale)	13031E107859N.sid	12450E108451N.sid	12291E104491N.sid	11948E111091N.sid
Towns	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Water (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
2023 Tax Parcels	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
Streams (Large Scale)	12925E104227N.sid	12397E110827N.sid	12265E104491N.sid	12450E108451N.sid
Active Railroads (Large Scale)	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Roads (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
Address Points	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
	12819E110827N.sid	12397E110827N.sid	11975E107395N.sid	
	Red: Band_1	Red: Band_1	Red: Band_1	
	Green: Band_2	Green: Band_2	Green: Band_2	
	Blue: Band_3	Blue: Band_3	Blue: Band_3	

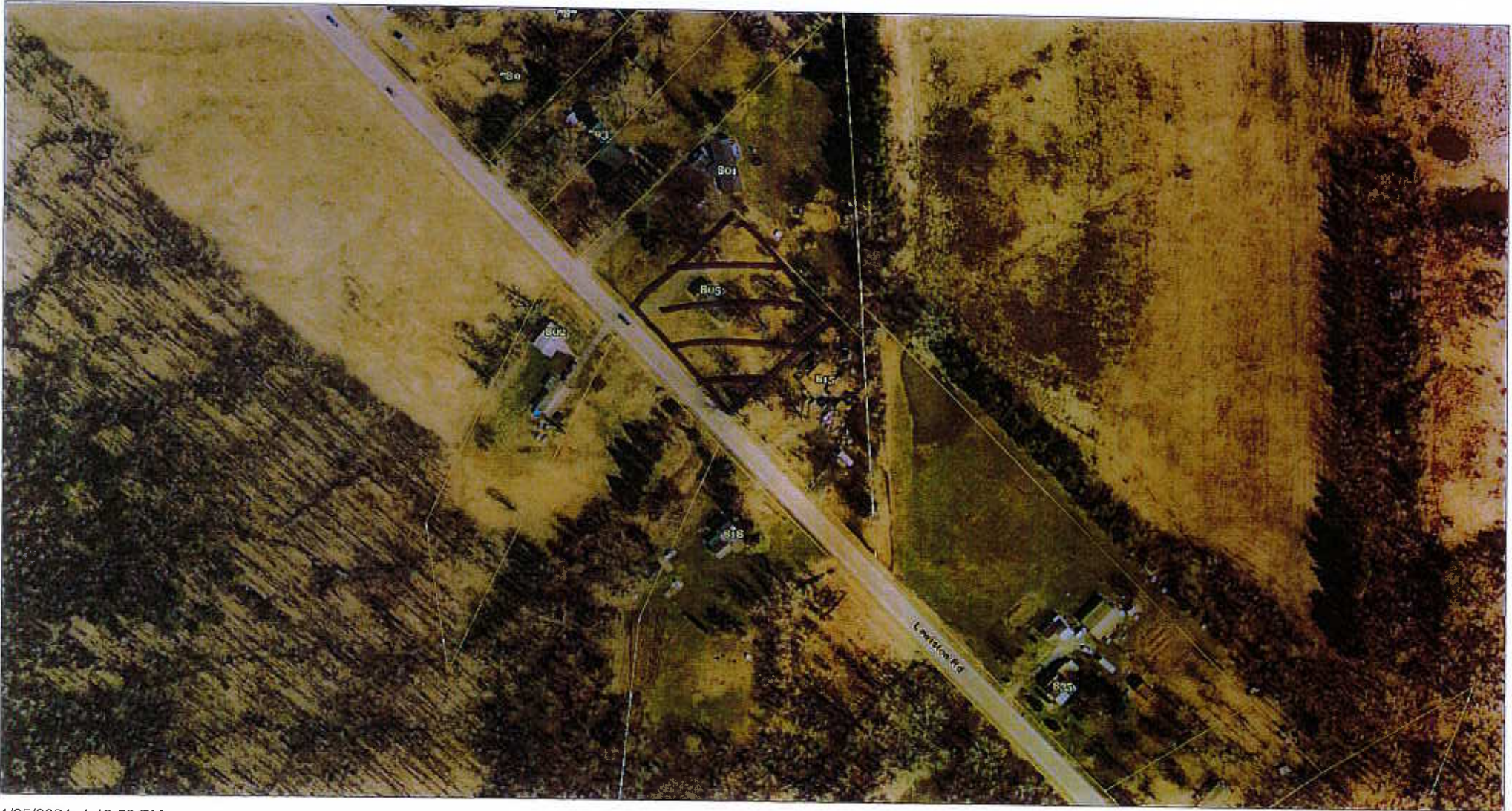
1:4,514



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasysteisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, 16

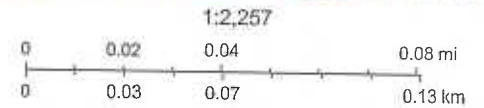
4.2

ArcGIS Web Map



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

Layer Name	Address Points	12925E104227N.sid	12450E108451N.sid	12397E110827N.sid	12265E104491N.sid	11948E111091N.sid
City & Villages (Large Scale)	13031E107659N.sid	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Towns		Red: Band_1	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
Water (Large Scale)		Green: Band_2	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
2023 Tax Parcels		Blue: Band_3	12819E110827N.sid	12397E110827N.sid	12291E104491N.sid	11975E107395N.sid
Streams (Large Scale)		Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Active Railroads (Large Scale)		Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
Roads (Large Scale)		Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, 17

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ArcGIS Web Map



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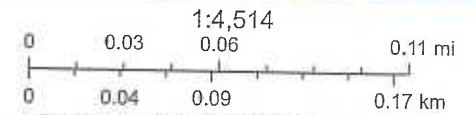
- City & Villages (Large Scale)
- Address Points

12925E104227N.sid	12450E108451N.sid	12397E110827N.sid	12265E104491N.sid	11946E111091N.sid
Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
- 13031E107659N.sid

Red: Band_1	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
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- 2023 Tax Parcels

Green: Band_2	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
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- Streams (Large Scale)

Blue: Band_3	12810E110827N.sid	12397E110827N.sid	12291E104491N.sid	11975E107365N.sid	12450E108451N.sid
Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
- Active Railroads (Large Scale)
- Roads (Large Scale)



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

Web AppBuilder for ArcGIS

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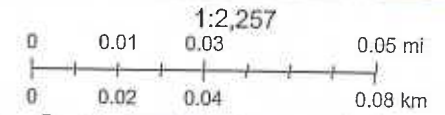
18

ArcGIS Web Map



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

City & Villages (Large Scale)	Address Points	12925E104227N.sid	12450E108451N.sid	12397E110827N.sid	12265E104491N.sid	11948E111091N.sid
Towns	13031E107659N.sid	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Water (Large Scale)	Red: Band_1	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
2023 Tax Parcels	Green: Band_2	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
Streams (Large Scale)	Blue: Band_3	12019E110827N.sid	12307E110827N.sid	12291E104491N.sid	11075E107395N.sid	12450E108451N.sid
Active Railroads (Large Scale)	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Roads (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3



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

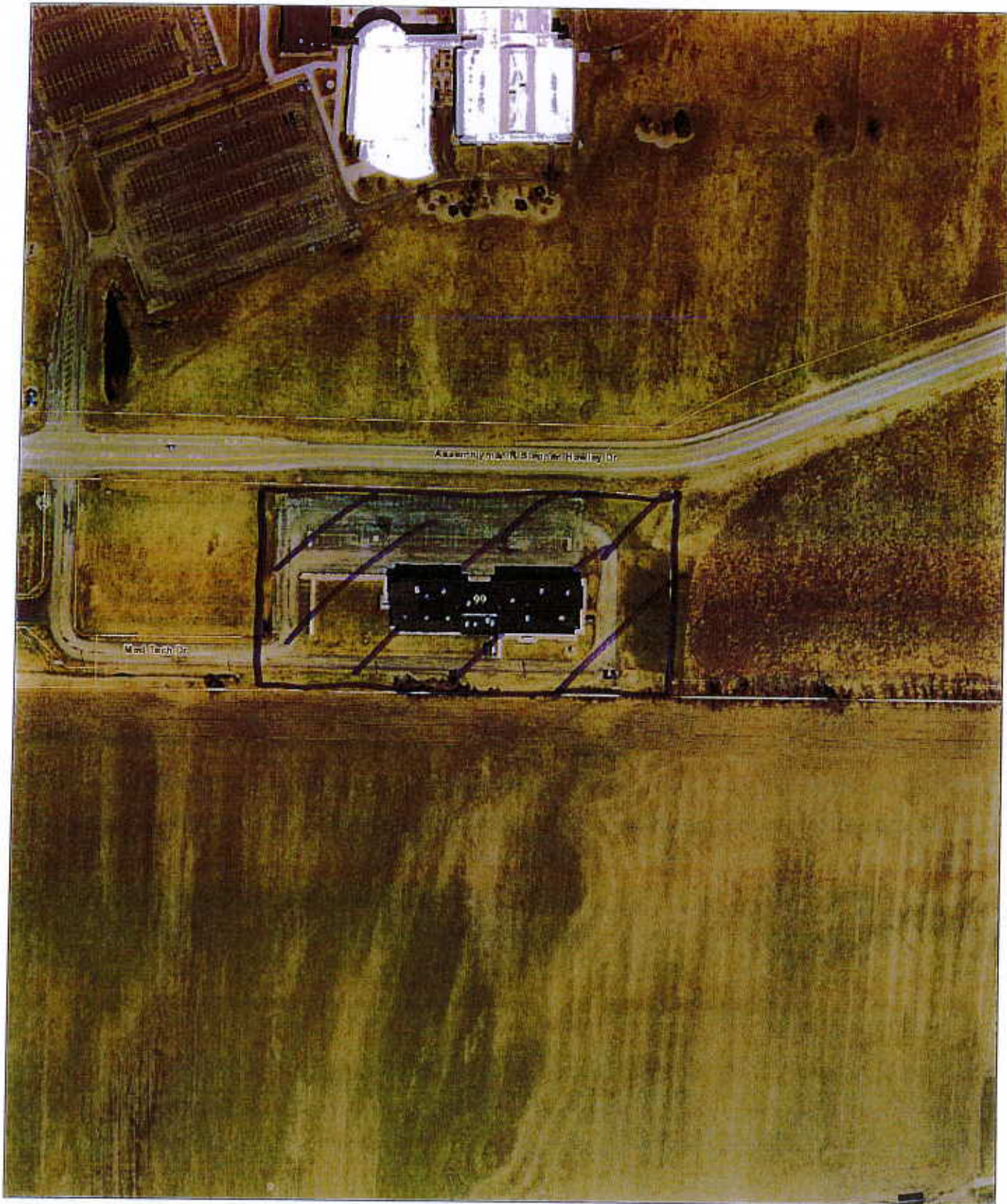
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Esri, CGIAR, USGS | Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, FPA, NPS, IISFWS

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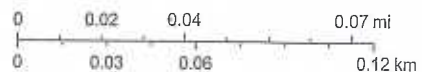
ArcGIS Web Map



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

City & Villages (Large Scale)	13031E107859N.sld	12450E108451N.sld	12291E104491N.sld	11948E111091N.sld
Towns	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Water (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
2023 Tax Parcels	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
Streams (Large Scale)	12925E104227N.sld	12397E110827N.sld	12265E104491N.sld	12450E108451N.sld
Active Railroads (Large Scale)	Red: Band_1	Red: Band_1	Red: Band_1	Red: Band_1
Roads (Large Scale)	Green: Band_2	Green: Band_2	Green: Band_2	Green: Band_2
Address Points	Blue: Band_3	Blue: Band_3	Blue: Band_3	Blue: Band_3
	12819E110827N.sld	12397E110827N.sld	11975E107395N.sld	
	Red: Band_1	Red: Band_1	Red: Band_1	
	Green: Band_2	Green: Band_2	Green: Band_2	
	Blue: Band_3	Blue: Band_3	Blue: Band_3	

1:2,257



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

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Craig's Mowing & Landscape

6 Gibson ST
Oakfield NY 14125

Estimate

Date	Estimate #
3/7/2024	74

Name / Address
Genesee County Economic development Centr Emma Finch

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

4.2

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

Estimate

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

Date	Estimate No.	Project
03/15/24	339	

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

4.2

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Emma Finch

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

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

Brush hogging
\$4,850.00 per mow stamp

I can revise if you would like me to

Jesse Stocking

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

Good Afternoon,

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

Thank you!

Emma Jane Finch

Operations Assistant

Genesee County Economic Development Center

99 MedTech Drive Batavia, NY 14020

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

Email: efinch@gcedc.com Website: www.gcedc.com

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

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

Re: Lawn Maintenance 2024 – Stamp Site

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

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

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

- Per furnished map

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

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

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

SALES TAX WILL BE ADDED WHERE APPLICABLE UNLESS OTHERWISE STATED.

SUM: per mowing / brush hogging

PAYMENT AS FOLLOWS: Monthly net 30 days.

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

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

SCALIA'S LANDSCAPE: Cotton Cole

CUSTOMER SIGNATURE: _____

ACCEPTANCE DATE: _____

C2 Enterprise LLC
Dba Scalia's Landscape
8106 State Street Road
Batavia, New York 14020
585-343-3106

coltoncole7@outlook.com
laurie.graham@rochester.rr.com

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

Re: Lawn Maintenance 2024 - Med Tech / Ag Park

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

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

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

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

SALES TAX WILL BE ADDED WHERE APPLICABLE UNLESS OTHERWISE STATED.

SUM: Per mowing

PAYMENT AS FOLLOWS: Net 30 Days

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

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

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

SCALIA'S LANDSCAPE: Colton Cole

CUSTOMER SIGNATURE: _____

ACCEPTANCE DATE: _____

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

ADDRESS

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

Estimate 1420

DATE 03/15/2024

EXPIRATION DATE 04/15/2024

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

Thank you for your business!

SUBTOTAL 26,900.00
 TAX (0%) 0.00

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

TOTAL \$26,900.00

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

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GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

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

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

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

Resolution No. # ___/2024 - ___

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

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

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

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

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

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

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

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

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

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

Section 1. The Corporation hereby finds and determines that:

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

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

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

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

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

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

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

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

The Resolutions were thereupon duly adopted.

CERTIFICATION

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

Sarah Noble-Moag
Secretary

Approval of service agreement for fire alarm system

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

Fund Commitment: \$5,925.

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

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



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

Service Agreement Proposal for the Fire Protection Systems



Presented By:
Lisa Starr
Service Sales Representative

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



Fire/Security Systems Integrators





GGLDC – Medtech
 99 Medtech Drive
 Batavia, NY 14020

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

Life Protection Professional:

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

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

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

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

Services Provided

Fire Alarm Detection System

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

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

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

Bronze	\$1,760.00
Silver	\$2,825.00
Gold	\$4,775.00

24 Hour Central Station Monitoring (Fire Alarm, Cellular)

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

Cost	\$525.00
------	----------

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SMU / Access Control System – WIN-PAK XE

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

Cost	\$625.00
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Initial Here

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

Initial Here

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

Initial Here

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

Initial Here

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

Customer Responsibilities

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

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

Exclusions:

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

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

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

Agreement Acceptance:

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

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

Approved and Accepted by:

By: Lisa Starr

By: _____

Title: Service Sales Representative

Title: _____

Signature: _____

Signature: _____

Date: 3/21/24

Date: _____