



## Genesee Gateway Local Development Corp.

### Meeting Agenda

Thursday, May 5, 2022

Location: Electronically

**PAGE#**

- 1.0 Call to Order 5:35pm**  
Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS's Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.
- 2.0 Chairman's Report and Activities 5:35pm**  
2.1 Upcoming Meetings:  
**Next Scheduled Board Meeting: Thursday, June 2<sup>nd</sup> at 4 p.m.**  
Audit & Finance Committee Meeting: Tuesday, May 31<sup>st</sup> at 8:30 a.m.  
Governance & Nominating Committee Meeting: Thursday, June 2<sup>nd</sup> at 3:00 p.m.  
2.2 Agenda Additions/ Deletions / Other Business **\*\*Vote**  
2.3 Minutes: March 29, 2022 **\*\*Vote**
- 3.0 Report of Management 5:40pm**  
3.1 State Policy – Authorization to Submit Comment on CLCPA **\*\*Vote** – J. Krencik.
- 4.0 Audit & Finance Committee – D. Cunningham 5:45pm**  
4.1 Mowing Bids **\*\*Vote**  
4.2 MedTech Great Lakes Building Security Contract **\*\*Vote**  
4.3 Loewke Brill Agreement for Ag Park Project **\*\*Vote**
- 5.0 Governance & Nominating Committee – S. Noble-Moag 5:55pm**  
5.1 Officer Appointments **\*\*Vote**  
5.2 Authorized to Request Information Regarding Bank Accounts **\*\*Vote**  
5.3 Authorized Signers of Agreements, Contracts, etc. **\*\*Vote**  
5.4 Authorized Bank Signers **\*\*Vote**
- 6.0 Other Business 6:50pm**  
6.1 Nothing at this time.
- 7.0 Adjournment 5:50pm**

**2-4**

**5-6**

**7-12**

**13-16**

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**18**



**GGLDC Board Meeting  
Thursday, March 29, 2022  
Location: Electronically  
4:00 PM**

**GGLDC MINUTES**

**Attendance**

Board Members: D. Cunningham, J. Tretter, T. Felton, T. Bender, P. Zelif, P. Battaglia, C. Yunker, S. Noble-Moag  
Staff: C. Suozzi, S. Hyde, L. Farrell, M. Masse, P. Kennett, J. Krencik, L. Casey  
Guests: R. Gaenzle (Harris Beach), M. Clattenburg (GCEDC Board Member), C. Kemp (GCEDC Board Member), M. Gray (GCEDC Board Member), M. Landers (County Manager)  
Absent: G. Torrey

**1.0 Call to Order**

D. Cunningham called the meeting to order at 4:53 p.m. via conference call / video conference.

Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS's Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.

**2.0 Chairman's Report and Activities**

**2.1 Upcoming Meetings:**

**Next Scheduled Board Meeting: Thursday, May 5<sup>th</sup> at 4:00 p.m.**  
Audit & Finance Committee Meeting: Thursday, May 3<sup>rd</sup> at 8:30 a.m.  
Governance & Nominating Committee Meeting: May 5<sup>th</sup> at 3:00 p.m.

**2.2 Agenda Additions/ Deletions/ Other Business –**

**T. Bender made a motion to add "Release of Loan Collateral" as agenda item 4.2; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
C. Yunker -	Yes	T. Bender -	Yes
G. Torrey -	Absent	P. Zelif -	Yes
J. Tretter -	Yes		

**The item was approved as presented.**

**2.3 Minutes: March 3, 2022**

**T. Felton made a motion to approve the March 3, 2022 minutes; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
C. Yunker -	Yes	T. Bender -	Yes
G. Torrey -	Absent	P. Zeliff -	Yes
J. Tretter -	Yes		

**The item was approved as presented.**

C. Kemp joined at 4:55 p.m.

**3.0 Report of Management**

**3.1 Public Authorities Annual Report** - The Annual Report was included with the Board materials for review. The Annual Report is being brought forward this year for approval to submit into the PARIS reporting system. L. Farrell learned that other public authorities are doing this and the GGLDC wishes to do the same.

**S. Noble-Moag made a motion to approve the submission of the Annual Report in the PARIS reporting system; the motion was seconded by J. Tretter. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
C. Yunker -	Yes	T. Bender -	Yes
G. Torrey -	Absent	P. Zeliff -	Yes
J. Tretter -	Yes		

**The item was approved as presented.**

**4.0 Audit & Finance Committee – D. Cunningham**

**4.1 12/31/2021 Audit** - David Brownell of Mostert, Manzanero & Scott, LLP reviewed the audit process with the Committee during Executive Session of the Audit & Finance Meeting. The management letter states that no material weaknesses in internal controls were identified during the audit. It is their opinion that the audited financial statements present fairly, in all material respects, the financial position of the GGLDC as of December 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

This was recommended for approval by the Committee.

**T. Bender made a motion to approve the 12/31/2021 Audit as presented; the motion was seconded by T. Felton. Roll call resulted as follows:**

**DRAFT**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
C. Yunker -	Yes	T. Bender -	Yes
G. Torrey -	Absent	P. Zelif -	Yes
J. Tretter -	Yes		

**The item was approved as presented.**

**4.2 Release of Loan Collateral** – The Caccamise loan was acquired as part of the Chamber loan portfolio. Mr. Caccamise has been making payments on his loan. There are two pieces of collateral that Mr. Caccamise has requested to be released, including a non-operational truck and camper. Mr. Caccamise would like to scrap them but to do so the liens must be removed. The net proceeds, if any, from removing and scrapping the collateral, will be applied to the loan balance.

**C. Yunker made a motion to release the collateral for the Caccamise loan; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:**

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
C. Yunker -	Yes	T. Bender -	Yes
G. Torrey -	Absent	P. Zelif -	Yes
J. Tretter -	Yes		

**The item was approved as presented.**

**5.0 Governance & Nominating Committee – S. Noble-Moag**

**5.1 Nothing at this time.**

**6.0 Other Business**

**6.1 Nothing at this time.**

**7.0 Adjournment**

As there was no further business, P. Battaglia made a motion to adjourn at 4:59 p.m., which was seconded by T. Bender and passed unanimously.

GGLDC

Jim Krencik, Director of Marketing & Communications

Board Meeting Report

May 5, 2022

**State Policy – Authorization to Submit Comment on CLCPA**

New York State is currently in a 120-day public comment period for the Climate Leadership and Community Protection Act's (CLCPA) *Draft Scoping Plan*. The public comment period closes on Wednesday, June 10, 2022.

Given the experience and role of the GCEDC and the GGLDC in growing our local and state economy, it is our request that the GCEDC and GGLDC Board of Directors authorize the submission of public comments on the CLCPA's *Draft Scoping Plan*.

The draft letter for your consideration is as follows.

“As a community that hosts an array of solar energy generation, North America’s largest green hydrogen manufacturing project, and an emerging wind energy research & development facility, Genesee County understands the benefits of clean energy to the local and state economy.

As the Genesee County Economic Development Center (GCEDC) and Genesee Gateway Local Development Corporation (GGLDC), we represent a shared vision and mission to bring back manufacturing in New York. These energy resources and New York’s ability to deliver renewable energy that is low-cost and reliable supports Genesee County businesses, good-paying jobs, and the county’s business retention, expansion, and attraction capacities.

Plug Power’s \$232 million Project Gateway is a prime example of these capacities. The development of the Western New York Science & Technology Advanced Manufacturing Park’s (STAMP) mega site and related infrastructure enabled Plug Power to advance investments to both produce green hydrogen for the transportation and logistics industries. Project Gateway leverages the opportunity for major projects to locate at STAMP, including active and growing advanced manufacturing and semiconductor manufacturing industries.

Genesee County businesses and residences benefit from access to a high-quality energy supply. The New York State Independent System Operator’s *2021 Power Trends* report states that 90% of our region’s energy profile is produced from zero-emissions sources. New York Power Authority and National Grid programs support businesses that are investing in facilities and our workforce with allocations and grants related to our strong electric grid.

It is concerning that the Climate Leadership and Community Protection Act’s *Draft Scoping Plan* has not answered or addressed how to mitigate the very real operational challenges and financial impacts created by the CLCPA’s accelerated actions.

This is most clear in the proposed shuttering and decommissioning of the gas network that heats and powers both manufacturing and residential buildings. Manufacturers still have a need



for natural gas and have not found affordable solutions in many situations to transition to electric for multiple production processes. Critically, New York's ability to support advanced manufacturing and semiconductor facilities with large-scale, high-impact employment relies on having a stable supply of operational gases.

Therefore, precluding natural gas from new building construction in 2024 could cause serious economic harm in the near to medium term. Considering "greening up" natural gas via green hydrogen, carbon capture et. al. are more logical and affordable approaches to advancing our green energy goals without adding considerable cost to our manufacturing economy.

Recent comments to the New York State Economic Development Council on April 28 that it is an "open question" where the funding to transition these services, and that no cost-benefit analyses have not been performed for individual operations, are deeply concerning.

Genesee County has extensive experience as a host community for projects that support New York's green energy goals. As the lead economic development organization for Genesee County, the GCEDC partners with our municipalities to deliver the best financial outcomes from these projects.

Since 2019, the GCEDC's Board of Directors has approved 15 project agreements, providing 320.65 megawatts of solar energy generation. This includes the 280-megawatt Excelsior Energy Center, announced by the New York State Board on Electric Generation Siting and the Environment as the "largest solar farm approved to date in New York State."

It is concerning that the Draft Scoping Plan does not answer the operational challenges and financial impacts on the reliability and capacity on the electrical grid related to loading and distributing the energy generated by a new generation of renewable energy projects.

Disruptions to the capacity and reliability of the state's electric grid would have a significant impact on all users, and could limit the capacity to grow good-paying jobs, innovation, and investment in Genesee County and across New York State.

We urge that these impacts be evaluated before further consideration of the *Draft Scoping Plan's* implementation are considered.

We offer our experiences and the expertise of the GCEDC's staff to further this conversation given the GCEDC's role in green energy and renewables manufacturing projects."

**Requested Board Action:** Authorization to submit public comment on the CLCPA Draft Scoping Plan on behalf of the GCEDC and GGLDC Board of Directors.

**Approval of mowing contract for GGLDC properties**

**Discussion:** The GGLDC asked five companies for bids to mow the properties we have acquired at BETP. The results of the bids are as follows based on 2 mows in the season:

1. Declined to bid – S&S Excavating & Blacktop, Inc.
2. Declined to bid – Scalia’s Landscaping
3. \$3,420 – Versa Scape
4. \$2,500 – Fava Brothers Lawn Care
5. Declined to bid – Bubba’s Landscaping

**Fund Commitment:** \$2,500.

**Board Action Request:** Approval of mowing contract for BETP properties to Fava Brothers Lawn Care for \$2,500.



March 18, 2022

**Attn:**  
**Mr. Mark Masse, CPA**  
**Senior Vice President of Operations**

**Property Location**

**GCEDC**  
 99 MEdtech Dr. Suite 106  
 Batavia, NY 14020

**Maintenance Schedule Overview** - The maintenance schedule will start April 15, 2021 and continue until November 1, 2021 for 28 weeks. During the duration weekly mowing, trimming and trash/debris removal on lawn areas will occur for the property location listed below. All turf areas to be mowed with zero turn mowers. Lawn height is generally cut to 3" but height can be adjusted upon request. During rainy or extended dry periods, the frequency may change. In conjunction with each mowing, trimming shall be performed around all buildings, structures, and other obstacles within the turf area. All Driveway and Paved Surfaces will be blown off at the end of the service.

**Location Requirements Overview**

Corner of Rt. 5 & 77 20 acres – Twice per season	\$960.00 per visit x 2 = \$1920
Buffalo East Tech Park Rt. 5 Pembroke NY, Storm Water Retention Pond – Twice Per season	\$750.00 per visit x 2 = \$1500
Entry to STAMP Business Park, Rt. 77 Alabama, NY	\$250 per visit x 7 = \$1750
6680, 6561, 6576, 6590, 6620, 6725, 6840 Crosby Rd, Basom, NY & 805 Lewiston Rd – All properties once a month	\$480 per visit x 7 = \$3360

**Total for all required services: \$8730 annually**

**Additional Services**

Spring clean-up	\$ Please Request Quote
Prune/trim all shrubs/bushes – Spring / Fall	\$ Please Request Quote
Fall clean-up	\$ Please Request Quote
Fertilization 4 step weed and feed program	\$ Please Request Quote
Mulch – annual (if needed) 14cu yds triple ground mulch	\$ Please Request Quote
Professional machine bed edge approximately 380 In ft	\$ Please Request Quote
Extra trips – pruning shrubs/bushes, bed maintenance, etc	\$120 per hour for two worker crew

\*Please contact us for Certificates of insurance, workmen's compensation or any additional information required.

Ask us about other services we provide for your landscaping needs.

4.1

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Dear Potential Client,

Thank you for taking the time to review and consider working with VersaScape, Inc. Please review all attached documents for accuracy and thoroughness. If we overlooked certain services and needs on a specific location, please contact us so we can help assist you.

VersaScape, Inc. focus is to protect and preserve our clients' property investments and to ensure the best service. We do this with consistent routine maintenance, monitoring and addressing issues that may arise. Our employees being properly trained, dressed (uniforms) and professional is also another aspect of our company that we take pride in, since our actions on our clients' properties could ultimately affect the perception of their customers and/or residents.

Additional Services:

- Spring and Fall Clean-up
- Mulching
- Edging
- Pruning
- Weeding
- Planting
- Brush/Debris Removal
- Landscape Design/Build
- Patios, Walkways, & Outdoor Living Spaces
- Snow & Ice Management

If you would like additional landscape or lawn maintenance service, please feel free to contact us by phone or email. Also, check us out at [VersaScape.com](http://VersaScape.com), Facebook or Instagram to view some of our past projects! We look forward to doing business with you now and in the future. Thanks for this great opportunity!

Thanks,

**Zachary Kobylanski - Manager**  
**Landscape Maintenance Division**

**VersaScape, Inc.**



March 18, 2022

## Yearly Property Maintenance Contract

This agreement is made and entered into between \_\_\_\_\_

(Hereinafter referred to as "the Client") and **VersaScape, Inc.** (Hereinafter referred to as "the Contractor")

The Client hereby engages the Contractor to perform lawn care services at the following address

\_\_\_\_\_ according to the scope of the work detailed and priced on the **Yearly Property Maintenance Schedule** which is attached hereto and forms part of this Yearly Property Maintenance Contract.

1. Any additional work required by the Client or proposed by the Contractor which is not specified on the Yearly Property Maintenance Schedule shall be quoted for separately and when completed added to the invoice.
2. Invoices shall be issued at the beginning of every month with payment due within 15 days from the date of invoice. Returned checks for whatsoever reason shall incur a \$20 fee and overdue accounts shall accrue interest at a rate of 2% per month. The Contractor reserves the right to suspend services if payments are not made on time.

### 3. Obligations of the Contractor

- 3.1. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.
- 3.2. The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.
- 3.3. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, failing which the cost of all missed services shall be deducted from the invoice.

### 4. Obligations of the Client

- 4.1. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 8am to 5pm.
- 4.2. The Client shall be responsible for the removal of any objects e.g. toys, furniture, pet waste, rubbish etc. that will hinder the Contractor in performing under this agreement.
- 4.3. The Client shall keep all pets secured inside a building or fenced area and shall keep people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services.
- 4.4. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.
- 4.5. The Client shall be responsible for the day-to-day care of the lawn as recommended by the Contractor and which are not part of the services outlined on the Lawn Care Schedule.



March 18, 2022

**5. Liability**

- 5.1. The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes, or sprinkler components.
- 5.2. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.
- 5.3. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.
- 5.4. The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.
- 5.5. The Contractor shall be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides or fertilizers. Liability shall be limited to the replacement of the plant(s) by the Contractor.

**6. Whole Agreement**

This Yearly Property Maintenance Contract and Yearly Property Maintenance Schedule attached constitute the sole and entire Agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Yearly Property Maintenance provided such termination or amendment is made in writing and submitted to the other party 30 days prior to taking effect.

**7. Assignment**

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Contract without the prior written consent of the other party.

**8. Governing Law**

This Contract and Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of New York and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

Signed by \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Client who warrants his/her authority to enter into this agreement.

Client's Signature: \_\_\_\_\_

Signed by \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Contractor who warrants his/her authority to enter into this agreement.

Contractor's Signature: \_\_\_\_\_

4.1

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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 1327**

**DATE 04/13/2022**

**EXPIRATION DATE 05/13/2022**

DATE	ACTIVITY	ACTIVITY	AMOUNT
04/13/2022 LDC	Corner of Rt. 5/77 (\$1000 ea.), 2 @ \$1,000.00	Mow/Trim	2,000.00T
04/13/2022 LDC	Buffalo East Tech Park storm retention pond. (\$250 ea.), 2 @ \$250.00	Mow/Trim	500.00T
04/13/2022 EDC	STAMP entrance (\$50), 7 @ \$50.00	Mow/Trim	350.00T
04/13/2022 EDC	Crosby Rd. lots + Lewiston rd. lot (\$1200), 8 @ \$1,200.00	Mow/Trim	9,600.00T

Thank you for your business!

SUBTOTAL 12,450.00  
 TAX (8%) 996.00

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 \$13,446.00**

Accepted By

Accepted Date

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

4.1

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## **Approval of service agreement for fire alarm system**

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

Contract Billing To Cover The Dates 5/1/22-4/30/23

GGLDC/ Medtech  
 99 Medtech Dr.  
 Batavia, NY 14020

**Subject: Life Protection Service Agreement for: GGLDC/ Medtech, 99 Medtech Dr Batavia NY**

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.

## Services Provided

### Fire Alarm and 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 Per NYS OGS
- ▶ 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 to three calls per year.
- ▶ 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
- ▶ No Charge Replacement Control Panel Components
- ▶ 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
- ▶ 24/7 Central Station Monitoring (compatible equipment may cost extra)

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 (B)	Silver (S)	Gold (G)
	X	X	X
	X	X	X
	X	X	X
	X	X	X
		X	X
		X	X
			X
			X
			X
	X	X	X
			X
			X
			X

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

4.2



**Fire/Security Systems Integrators**



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Choose the additional services that you require by checking the appropriate boxes.

**24 Hour Central Station Monitoring**

- 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 Per Account	<b>\$525.00</b>
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**SMU/ACCESS CONTROL SYSTEM- WIN-PAK XE**

- Honeywell Win-Pak Software Maintenance Upgrade License (SMU)
- Preferred Service Rate per New York State OGS of \$120.00/hr straight time and \$185.00/hr Overtime
- Priority integrator technical support during regular business hours
- Upgrade Firmware

<b>Cost</b>	<b>\$625.00</b>
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To choose the level or service you require below by initialing the appropriate box:

Bronze       Silver       Gold

Initial Here

<input type="checkbox"/>	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.
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Initial Here

<input type="checkbox"/>	This Service Agreement shall be effective for a term of 12 months commencing on the date of acceptance.
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Initial Here

<input type="checkbox"/>	Payment of this Agreement is due after acceptance. <b>Sales Tax is not included, an invoice will be mailed under a separate cover.</b>
--------------------------	--

Initial Here

<input type="checkbox"/>	This Agreement will not take effect until payment has been received in full.
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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: Jennifer Glica

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

Title: Service Sales

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

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

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

Date: 4/28/22

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

**Audit & Finance Committee Meeting Report  
May 3, 2022**

**Consulting assistance on local labor policy reporting and conformity for projects**

At the October 1, 2019 meeting, the GCEDC staff presented a sample proposal from Loewke Brill Consulting Group, Inc. on how they could assist companies that will have to report to the GCEDC under the local labor reporting requirements, including assistance with waiver requests and finding local contractors to bid their projects. Attached is an example fee structure that Loewke Brill Consulting provided to the GCEDC.

The GCEDC Staff had requested a quote for the costs related to a project in the Ag Park. A copy of the application for incentives were sent to Loewke Brill for them to calculate the fee. They submitted the following:

\$19,250 - 18 Inspections (\$325 per visit), 18 Monthly Reports (\$690 per month), 1 time set up fee (\$1,250)

The time period was determined by what the projects listed for the duration of construction in their applications. GCEDC staff has the following recommendation which is consistent with prior approvals:

1. The GCEDC will pay for the set up fee, monthly inspections and reporting, not to exceed the construction timeline in the application. If it runs over that the company should be responsible.
2. The company will pay for any waiver requests that get submitted and sent to the Board for consideration.

**Fund Commitment:** \$19,520.

**Committee Action Request:** Recommend to the full Board to move forward with a proposal from Loewke Brill Consulting a project at the Ag Park.

# Genesee Gateway Local Development Corp.

## Current Officers

Don Cunningham, Chairman / President & CEO  
T. Felton, Vice Chairman  
S. Noble-Moag, Secretary  
G. Torrey, Treasurer

## Authorized to request information regarding all bank accounts for the GGLDC and GABLLC

L. Farrell  
P. Kennett

## The following are authorized signers of agreements, contracts, deeds and any other instruments as approved by the board or operational items within the approved budget limits.

Chairman (per by-laws)  
Vice Chairman (per by-laws)

## Bank Account Authorized Signers

Audit & Finance Committee members are authorized bank signers.

All GCEDC checks and / or Line of Credit withdrawals must be signed by two authorized signors.

GGLDC is the sole member of the GAB, LLC. The above approvals apply to the GAB, LLC as well.