



**Meeting Agenda – Audit and Finance Committee**  
 Genesee County Economic Development Center  
 Tuesday, May 3, 2022 – 8:30 a.m.  
 Location: Electronically

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session 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.	M. Gray	
2-4	<b>2. Chairman’s Report &amp; Activities</b> 2a. Agenda Additions / Other Business 2b. Minutes: March 29, 2022	M. Gray	Vote
5-8 9-14	<b>3. Discussions / Official Recommendations to the Board:</b> 3a. 1 <sup>st</sup> Quarter Financial Statements 3b. Mowing Bids	L. Farrell M. Masse	Disc / Vote Disc / Vote
	<b>4. Adjournment</b>	M. Gray	Vote



**GCEDC Audit & Finance Committee Meeting**  
**Tuesday, March 29, 2022**  
**Location: Electronically**  
**3:00 p.m.**

**MINUTES**

**ATTENDANCE**

Committee Members: T. Bender, M. Gray, P. Zeliff, P. Battaglia  
Staff: L. Farrell, L. Casey, M. Masse, J. Krencik, P. Kennett, C. Suozzi, S. Hyde  
Guests: D. Cunningham (GGLDC Board Member), T. Felton (GGLDC Board Member),  
David Brownell (Mostert, Manzanero & Scott, LLP)  
Absent:

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

M. Gray called the meeting to order at 3:03 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.

**1a. Enter Executive Session**

P. Zeliff made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 3:04 p.m. for the following reasons:

- 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

The motion was seconded by T. Bender and approved by all members present.

All staff left the meeting at 3:05 p.m. so that David Brownell could discuss the 2021 Audit with Committee members only.

David Brownell left the meeting at 3:20 p.m.

All staff rejoined the meeting at 3:21 p.m.

**1b. Enter Public Session**

T. Bender made a motion to enter back into public session at 3:21 p.m., seconded by P. Zeliff and approved by all members present.

**2. Chairman's Report & Activities**

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

2b. **Minutes: March 1, 2022**

**T. Bender made a motion to approve the March 1, 2022 minutes; the motion was seconded by P. Zelif. Roll call resulted as follows:**

- P. Battaglia - Yes
- M. Gray - Yes
- T. Bender - Yes
- P. Zelif - Yes

**The item was approved as presented.**

**3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:**

**3a. 12/31/21 Audit** – David Brownell of Mostert, Manzanero & Scott, LLP reviewed the audit process with the Committee during Executive Session. 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 GCEDC as of December 31, 2021 in accordance with accounting principles generally accepted in the United States of America. L. Farrell also stated that the most significant changes from the 12/31/21 Unaudited to the Audited financial statements were additional payables and an adjustment to the STAMP cost per acre.

**P. Battaglia made a motion to recommend to the full Board the approval of the 12/31/2021 Audit as presented; the motion was seconded by T. Bender. Roll call resulted as follows:**

- P. Battaglia - Yes
- M. Gray - Yes
- T. Bender - Yes
- P. Zelif - Yes

**The item was approved as presented.**

**3b. GCEDC Website Proposal** – The GCEDC has requested proposals from website design and development vendors to develop and implement a new website for the GCEDC. This project would replace the existing GCEDC.com website to better position sales and marketing information, public-facing information about the GCEDC, GCEDC projects and reports, and information about the sites and resources available in Genesee County.

Based on recommendations from partner organizations, including the GCEDC's IT vendor (ECIDA), the GCEDC reached out to 2 vendors with experience in website design for economic development organizations as well as western New York clients with regulatory requirements.

Proposals were received from both vendors. Based on a review of the proposals received, interviews with the vendors, and recommendations from customers of the vendors, the proposal from 360 PSG of Amherst, NY is recommended for approval.

2b

360 PSG has proposed a 1-time budget of \$8,050 for the design of the website, migration of content, creative support, and service time during the design process; and \$975 in annual costs in subsequent years for content management system licensing, website hosting, and related ongoing support. This is within the \$10,000 budgeted amount in the 2022 marketing budget for website design.

**P. Zelif made a motion to recommend to the full Board the approval of the GCEDC Website Proposal with 360 PSG not to exceed \$8,050, plus up to \$975 in additional annual costs as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:**

P. Battaglia - Yes  
M. Gray - Yes  
T. Bender - Yes  
P. Zelif - Yes

**The item was approved as presented.**

**4. ADJOURNMENT**

As there was no further business, T. Bender made a motion to adjourn at 3:29 p.m., seconded by P. Battaglia and passed unanimously.

**Genesee County Economic Development Center  
Dashboard - For the Three Month Period Ended 3/31/22  
Balance Sheet - Accrual Basis**

DRAFT

	<u>3/31/22</u>	[Per Audit] <u>12/31/21</u>
<b>ASSETS:</b>		
Cash - Unrestricted	\$ 7,008,969	\$ 7,339,508
Cash - Restricted <sup>(A)</sup> (1)	11,178,926	11,674,315
Cash - Reserved <sup>(B)</sup>	793,095	792,739
Cash - Subtotal	18,980,990	19,806,562
Grants Receivable <sup>(2)</sup>	52,350	65,327
Accts Receivable- Current <sup>(3)</sup>	280,030	337,456
Deposits	2,832	2,832
Prepaid Expense(s) <sup>(4)</sup>	38,295	42,651
Loans Receivable - Current	55,507	52,489
<b>Total Current Assets</b>	<b>19,410,004</b>	<b>20,307,317</b>
Land Held for Dev. & Resale <sup>(5)</sup>	19,718,390	19,467,282
Furniture, Fixtures & Equipment	71,257	71,257
Total Property, Plant & Equip.	19,789,647	19,538,539
Less Accumulated Depreciation	(68,692)	(68,528)
<b>Net Property, Plant &amp; Equip.</b>	<b>19,720,955</b>	<b>19,470,011</b>
Loans Receivable- Non-current <sup>(Net of \$47,429 Allow. for Bad Debt)</sup>	181,486	195,885
<b>Other Assets</b>	<b>181,486</b>	<b>195,885</b>
<b>TOTAL ASSETS</b>	<b>39,312,445</b>	<b>39,973,213</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Deferred Pension Outflows <sup>(10)</sup>	597,836	597,836
<b>Deferred Outflows of Resources</b>	<b>597,836</b>	<b>597,836</b>
<b>LIABILITIES:</b>		
Accounts Payable <sup>(6)</sup>	10,203	548,813
Loan Payable - Genesee County - Current <sup>(7)</sup>	305,000	295,000
Accrued Expenses	180	29,545
Unearned Revenue <sup>(8)</sup>	10,991,506	10,993,355
<b>Total Current Liabilities</b>	<b>11,306,889</b>	<b>11,866,713</b>
Loans Payable - ESD <sup>(9)</sup>	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent <sup>(7)</sup>	2,825,000	3,130,000
Aggregate Net Pension Liability <sup>(10)</sup>	2,612	2,612
<b>Total Noncurrent Liabilities</b>	<b>8,024,099</b>	<b>8,329,099</b>
<b>TOTAL LIABILITIES</b>	<b>19,330,988</b>	<b>20,195,812</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Deferred Pension Inflows <sup>(10)</sup>	791,742	791,742
<b>Deferred Inflows of Resources</b>	<b>791,742</b>	<b>791,742</b>
<b>NET ASSETS</b>	<b>\$ 19,787,551</b>	<b>\$ 19,583,495</b>

**Significant Events:**

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Expenditures out of these accounts are pre-authorized by ESD. Also included are funds received from the County per a Water Supply Agreement, to be put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. These funds are being used to pay for qualifying expenditures.

2. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.
3. Accounts Receivable (Current) - Termed out Project Origination Fees from HP Hood to be collected in the next 12 months, misc.
4. Prepaid Expense(s) - NYS Retirement contributions, April lease payment, Cyber, Property Insurance, D&O, Life, long-term and short-term disability insurance, health insurance.
5. Land Held for Dev. & Resale - Additions are related to STAMP development costs.
6. Accounts Payable - e3communications, vision insurance and unpaid 2021 STAMP expenses that were paid in April 2022.
7. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
8. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
9. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
10. Deferred Pension Outflows / Aggregate Net Pension Liability / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

(A) Restricted Cash = Municipal Funds, RLF #2 Funds, Grant Funds Received in Advance.

(B) Reserved Cash = RLF #1 Funds (defederalized).

DRAFT

**Genesee County Economic Development Center  
Dashboard - For the Three Month Period Ended 3/31/22  
Profit & Loss - Accrual Basis**

	Three Month Period Ended		YTD		2022	2022
	3/31/22	3/31/21	2022	2021	Board Approved Budget	YTD % of Budget
<b><u>Operating Revenues:</u></b>						
Genesee County	\$ 58,378	\$ 58,378	\$ 58,378	\$ 58,378	\$ 233,513	25%
Genesee County - WFD	6,250	-	6,250	-	-	N/A
Fees - Projects	84,750	21,250	84,750	21,250	411,500	21%
Fees - Services	21,298	20,884	21,298	20,884	85,192	25%
Interest Income on Loans	740	881	740	881	2,744	27%
Rent	-	3,240	-	3,240	21,071	0%
Common Area Fees - Parks	373	355	373	355	360	104%
Grants (1)	497,069	658,417	497,069	658,417	8,891,710	6%
GGLDC Grant- Econ. Dev. Program Support	75,000	75,000	75,000	75,000	300,000	25%
BP <sup>2</sup> Revenue	-	701	-	701	27,454	0%
Other Revenue	324	89	324	89	5,000	6%
<b>Total Operating Revenues</b>	<b>744,182</b>	<b>839,195</b>	<b>744,182</b>	<b>839,195</b>	<b>9,978,544</b>	<b>7%</b>
<b><u>Operating Expenses</u></b>						
General & Admin	328,660	291,688	328,660	291,688	1,506,112	22%
Professional Services	12,884	6,407	12,884	6,407	108,500	12%
Site Maintenance/Repairs	1,342	1,403	1,342	1,403	39,500	3%
Property Taxes/Special District Fees (2)	3,518	4,597	3,518	4,597	2,690	131%
PIF Expense	43,296	35,042	43,296	35,042	143,157	30%
Site Development Expense	153,500	258,500	153,500	258,500	153,500	100%
Real Estate Development	251,108	67,599	251,108	67,599	8,300,000	3%
Balance Sheet Absorption	(251,108)	(67,599)	(251,108)	(67,599)	-	N/A
<b>Total Operating Expenses</b>	<b>543,200</b>	<b>597,637</b>	<b>543,200</b>	<b>597,637</b>	<b>10,253,459</b>	<b>5%</b>
<b>Operating Revenue (Expense)</b>	<b>200,982</b>	<b>241,558</b>	<b>200,982</b>	<b>241,558</b>	<b>(274,915)</b>	
<b><u>Non-Operating Revenue (Expense)</u></b>						
Other Interest Income	3,074	2,546	3,074	2,546	5,500	56%
<b>Total Non-Operating Revenue (Expense)</b>	<b>3,074</b>	<b>2,546</b>	<b>3,074</b>	<b>2,546</b>	<b>5,500</b>	<b>56%</b>
<b>Change in Net Assets</b>	<b>204,056</b>	<b>244,104</b>	<b>204,056</b>	<b>244,104</b>	<b>\$ (269,415)</b>	
<b>Net Assets - Beginning</b>	<b>19,583,495</b>	<b>11,875,755</b>	<b>19,583,495</b>	<b>11,875,755</b>		
<b>Net Assets - Ending</b>	<b>\$ 19,787,551</b>	<b>\$ 12,119,859</b>	<b>\$ 19,787,551</b>	<b>\$ 12,119,859</b>		

**Significant Events:**

1. Grants - \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke.
2. Property Taxes/Special District Fees - Full taxes were paid on a property purchased after the taxable status date in 2021, tax rates were higher than budgeted for property located in Leroy.

**Genesee County Economic Development Center  
Dashboard - For the Three Month Period Ended 3/31/22  
Statement of Cash Flows**

DRAFT

	Three Month Period Ended 3/31/22	YTD
<b>CASH FLOWS USED BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 86,171	\$ 86,171
Fees - Projects	121,500	121,500
Fees - Services	21,298	21,298
Interest Income on Loans	568	568
Rent	829	829
Common Area Fees - Parks	373	373
Grants	506,326	506,326
GGLDC Grant - Economic Development Program Support	75,000	75,000
Other Revenue	324	324
Repayment of Loans	11,381	11,381
General & Admin Expense	(371,077)	(371,077)
Professional Services	(23,701)	(23,701)
Site Maintenance/Repairs	(1,342)	(1,342)
Site Development	(288,539)	(288,539)
Property Taxes/Special District Fees	(3,518)	(3,518)
PIF Expense	(43,296)	(43,296)
Improv/Additions/Adj to Land Held for Development & Resale	(625,934)	(625,934)
Net Cash Used By Operating Activities	(533,637)	(533,637)
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	(295,000)	(295,000)
Net Cash Used By Noncapital Financing Activities	(295,000)	(295,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	3,065	3,065
Net Change in Cash	(825,572)	(825,572)
Cash - Beginning of Period	19,806,562	19,806,562
Cash - End of Period	\$ 18,980,990	\$ 18,980,990
<b>RECONCILIATION OF NET OPERATING REVENUE TO NET CASH USED BY OPERATING ACTIVITIES:</b>		
Operating Revenue	\$ 200,982	\$ 200,982
Depreciation Expense	164	164
Decrease in Operating Accounts/Grants Receivable	70,403	70,403
Decrease in Prepaid Expenses	4,356	4,356
Decrease in Loans Receivable	11,381	11,381
Increase in Land Held for Development & Resale	(251,108)	(251,108)
Decrease in Operating Accounts Payable	(538,601)	(538,601)
Decrease in Accrued Expenses	(29,365)	(29,365)
Decrease in Unearned Revenue	(1,849)	(1,849)
Total Adjustments	(734,619)	(734,619)
Net Cash Used By Operating Activities	\$ (533,637)	\$ (533,637)



### **Approval of mowing contract for GCEDC properties**

**Discussion:** The GCEDC asked five companies for bids to mow the properties we have acquired at STAMP and the entrance sign to STAMP. The results of the bids are as follows based on 7 mows in the season:

1. Declined to bid – S&S Excavating & Blacktop, Inc.
2. Declined to bid – Scalia's Landscaping
3. \$5,110 – Versa Scape
4. \$9,950 – Fava Brothers Lawn Care
5. Declined to bid – Bubba's Landscaping

**Fund Commitment:** \$5,110.

**Board Action Request:** Approval of mowing contract for STAMP properties to Versa Scape for \$5,110.



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**

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

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

**Additional Services**

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

\*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.

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, 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.

**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: \_\_\_\_\_

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	Corner of Rt. 5/77 (\$1000 ea.), 2 @ \$1,000.00	Mow/Trim	2,000.00T
04/13/2022	Buffalo East Tech Park storm retention pond. (\$250 ea.), 2 @ \$250.00	Mow/Trim	500.00T
04/13/2022	STAMP entrance (\$50), 7 @ \$50.00	Mow/Trim	350.00T
04/13/2022	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

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