



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, November 30, 2022 - 8:00 a.m.
 Location: 99 MedTech Drive, Innovation Zone

Page #’s	Topic	Discussion Leader	Desired Outcome
	1. Call to Order – Enter Public Session	P. Zelif	
	1a. Executive Session Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: <ol style="list-style-type: none"> 1. Discussions regarding proposed, pending or current litigation. 2. 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. 3. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof. 	P. Zelif	
	1b. Enter Public Session		
	2. Chairman’s Report & Activities	P. Zelif	
	2a. Agenda Additions / Deletions / Other Business		
2-6	2b. Minutes: October 5, 2022		Vote
	3. Discussions / Official Recommendations to the Board:		
7	3a. NYISO Deposit Increase from \$5,000 to \$10,000	M. Masse	Disc / Vote
8-15	3b. CPL Final Design & Bid Packet for WWTF Contract	M. Masse	Disc / Vote
16-20	3c. STAMP Maintenance of Common Space Areas	M. Masse	Disc / Vote
21-29	3d. Access License Agreement for Edwards/Affiliates for Due Diligence Work	M. Masse	Disc / Vote
30-33	3e. CPL Proposal for SEQR Preparation for Infrastructure at STAMP	M. Masse	Disc / Vote
34-40	3f. e3communications STAMP Contract	J. Krencik	Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting
Wednesday, October 5, 2022
Location: 99 MedTech Drive, Innovation Zone
8:00 a.m.

MINUTES

ATTENDANCE

Committee Members: P. Zeliff, C. Kemp, M. Clattenburg
Staff: M. Masse, J. Krencik, S. Hyde, L. Casey, L. Farrell
Guests: M. Landers (County Manager), R. Crossen (Town of Alabama Supervisor), A. Walters (Phillips Lytle/Video Conference)
Absent: C. Yunker

1. Call to Order / Enter Public Session

P. Zeliff called the meeting to order at 8:02 a.m. in the Innovation Zone.

1a. Executive Session

M. Clattenburg made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:02 a.m., for the following reasons:

- 1. Discussions regarding proposed, pending, or current litigation.
- 2. 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.
- 3. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

The motion was seconded by C. Kemp and approved by all members present.

1b. Re-Enter Public Session

M. Clattenburg made a motion to enter back into public session at 8:42 a.m., seconded by C. Kemp and approved by all.

2. Chairman's Report & Activities

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

2b. Minutes: August 31, 2022

C. Kemp made a motion to approve the August 31, 2022 minutes; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zeliff - Yes
C. Yunker - Absent

M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Second Amendment to MOU with NCWD – In March of 2019 the GCEDC and the NCWD approved a proposal from Wendel Engineering (NCWD's engineer) to complete the design, engineering, permitting and identification of rights of way to be able to supply up to 6 MGD to the Genesee-Niagara County line, as well as the legal expenses of their attorney (Seaman Norris) in connection with the proposal. Wendel and Seaman Norris have provided proposals to the NCWD on the costs associated with securing the necessary easements for the 6 MGD water supply project.

Fund Commitment: Not to exceed \$81,750 (\$36,750 for Wendel and \$45,000 for Seaman Norris) from the \$8 million NYS award.

M. Clattenburg made a motion to recommend to the full Board the Second Amendment to the MOU with NCWD not to exceed \$81,750 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zeff - Yes
C. Yunker - Absent
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3b. Consultant Evaluation of TCP Issues – As part of the STAMP development and the neighboring Tonawanda Seneca Nation, in accordance with Section 106 for the wetland permits, the GCEDC is working with the Tonawanda Seneca Nation on an assessment of the TCP potentials as it relates to the criteria for eligibility of listing on the National Historic Register. KTA Preservation Specialists has prepared a proposal to prepare an assessment of any potential impacts to the Nation from the construction of a proposed development on the STAMP site.

Fund commitment: Not to exceed \$1,440 included in the \$33 million NYS award.

Committee action request: Recommend approval of consultant contract with KTA Preservation Specialists for evaluation of TCP issues.

C. Kemp made a motion to recommend to the full Board the approval of the Consultant contract with KTA Preservation Specialists for evaluation of TCP issues not to exceed \$1,440 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zeff - Yes
C. Yunker - Absent
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3c. Genesee County Water Supply Agreement – In March of 2017 the GCEDC entered a water supply agreement with Genesee County to supply STAMP with water. The GCEDC may pursue supplies outside of Genesee County once it becomes technically and economically unfeasible for the County to provide the quantities needed. If there are users at STAMP who are non-manufacturing companies, there is a 10% surcharge that MCWA will require Genesee County to pay them.

There is a clause in the agreement that allows for the GCEDC to transfer the Water Supply Agreement to a water works corporation that is formed under NYS Transportation Corporation law. This assignment requires the GCEDC to notify the County.

Fund Commitment: None.

M. Clattenburg made a motion to recommend to the full Board the approval of the assignment of the Water Supply Agreement with Genesee County to the STAMP Water Works Corp. as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

- P. Zeliff - Yes
- C. Yunker - Absent
- M. Clattenburg – Yes
- C. Kemp - Yes

The item was approved as presented.

3d. Payment for Storage Yard – In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, the GCEDC had to extend the rental agreement for the storage of pipes until we can begin construction with the issuance of NYSDEC permits.

Fund Commitment: \$4,000 from the \$33 million NYS award.

Board Action Request: Approval of payment of \$4,000 to the landowner.

C. Kemp made a motion to recommend to the full Board the approval of the Payment for the Storage Yard in the amount of \$4,000 to the landowner as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

- P. Zeliff - Yes
- C. Yunker - Absent
- M. Clattenburg – Yes
- C. Kemp - Yes

The item was approved as presented.

3e. Title Fee on Filing Easement for National Grid Powerline Re-Route – In connection with the filing of the new easement for the power line reroute for National Grid, there is a title fee payment that needs to be made. This is a cost of the project as stipulated in the signed Cost Reimbursement

Agreement that the GCEDC needs to pay. The title fee is based on the value of the improvements within the easement to protect National Grid in case another party tries to claim title to the property.

Fund Commitment: \$25,620 from the \$33 million NYS award.

Committee Action request: Recommend approval of paying the title fee in the amount of \$25,620.

M. Clattenburg made a motion to recommend to the full Board the approval of the title fee in the amount of \$25,620.00 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zeliff - Yes
C. Yunker - Absent
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3f. Phillips Lytle Legal Services – Phillips Lytle has prepared a proposal to cover the scope of work for the remainder of 2022 as it relates to Tech Team support for the off-site sewer permitting and wetland permitting, the wastewater treatment facility permitting, and force main installation.

Fund Commitment: Not to exceed \$185,000 to be included in the \$8 million NYS award.

C. Kemp made a motion to recommend to the full Board the approval of the Phillips Lytle proposal to cover the scope of work for the remainder of 2022 not to exceed \$185,000 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zeliff - Yes
C. Yunker - Absent
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3g. Amended SEQR for STAMP for Modified Part 182 Permit - On March 1, 2012, as Lead Agency under SEQR, the GCEDC Board approved the Findings Statement that concluded the GEIS process for the STAMP project. Since that time, there have been several changes to STAMP that weren't anticipated at the time SEQR was completed in 2016. Changes to the Project included modifications to the STAMP master plan including an expansion of the footprint of STAMP, demolition of additional houses along Crosby Road, construction of a new municipal water system to serve the residents of the Town of Alabama, and construction of a new sewer force main to discharge wastewater from STAMP to the Village of Medina wastewater treatment plant, twelve miles north of the STAMP Site, as well as the reroute of on-site powerlines to the western edge of the STAMP Site. In July of 2016 the Agency adopted an Amended Findings Statement to the GEIS approving the 2016 Project Modifications in accordance with the requirements of the GEIS and SEQR; and in August of 2019, the Agency again considered certain infrastructure modifications to the Project and the Agency circulated a notice of intent to re-establish itself as lead agency pursuant to SEQR; and there were additional Project modifications reviewed in 2019, 2020 and 2022 including all actions necessary to undertake the following:

DRAFT

Having considered the Environmental Information, STAMP Environmental Record, and having considered the relevant environmental impacts, associated with continuing construction of the Powerline Reroute past November 1st, and having weighed and balanced the relevant impacts with social, economic and other considerations, the Agency recertifies that the requirements of 6 N.Y.C.R.R. Part 617 have been met; and Consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the Project remains one which avoids or minimizes adverse environmental effects to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

Fund commitment: None.

M. Clattenburg made a motion to recommend to the full Board the approval of the resolution as an amended negative declaration pursuant to and in accordance with SEQRA as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zeliff - Yes
C. Yunker - Absent
M. Clattenburg - Yes
C. Kemp - Yes

The item was approved as presented.

4. Adjournment

As there was no further business, M. Clattenburg made a motion to adjourn at 8:54 a.m., seconded by C. Kemp and passed unanimously.

NYISO deposit and letter to submit an interconnection request

Discussion: In 2017 the GCEDC applied to the NYISO with an interconnection request to draw down 500 mW from the 345 kV lines to the north of the STAMP site. Upon completion of the Systems Impact Study (SIS) and the facility study, the NYISO determined that the GCEDC could draw down 300 mW without having to pay for any improvement to the overall electrical grid. Upon conversations with NYPA, if the GCEDC would like to draw down 600 mW we need to submit another interconnection request to get in the interconnection queue. This is a four step process:

Step 1: The GCEDC submits an interconnection request. The project description is to increase the load at the STAMP location. NYPA believes that there is a deposit required of \$5,000.

Step 2: NYISO holds a meeting with all affected parties to confirm the request as well as to discuss the scope.

Step 3: System Reliability Impact Study. NYISO performs this study and provides recommendations for any needed upgrade.

Step 4: Facility Study: The transmission Owner develops detailed scope and cost estimate for the scope. After this point, the project can be considered firm if you decide to move forward.

Potential future costs: The total cost of the SRIS may be between \$30,000 to \$100,000, depending on the scope. They require a \$150,000 deposit but you pay the actual study cost.

Fund Commitment: \$10,000. The Board previously approved up to \$5,000.

Committee Action Request: Recommend approval of increasing the deposit to \$10,000 and submitting an interconnection request with the required deposit.

Clark Patterson Lee Proposal for STAMP onsite 150,000 gpd treatment design

Discussion: The GCEDC is currently looking at sizing the WWTF appropriately for the current tenants locating at STAMP. The GCEDC had previously work with the DEC for the better part of a year and half to get the 1 mgd plant approved. We are still awaiting final DEC comments on that design. Now that we have tenant commitments that would require the construction of the WWTF we need to take a look at what the options and flows for construction need to be.

Fund Commitment: Not to exceed \$225,000.

Committee Action request: Recommend approval of the proposal from Clark Patterson Lee for the services needed to complete the design and engineering through final DEC approval of the WWTF that would be constructed at this time.



November 16, 2022

Mark Masse, Senior Vice President of Operations
Genesee County Economic Development Center
99 Med Tech Drive, Suite 106
Batavia, NY 14020

**RE: STAMP ONSITE WASTEWATER TREATMENT FACILITY (WWTF)
150,000 GPD DESIGN
PROPOSAL FOR ENGINEERING SERVICES**

Dear Mark:

CPL is pleased to submit our revised proposal for engineering services related to the design and permitting of a 150,000 GPD Onsite Wastewater Treatment Facility (WWTF) solution for the STAMP site, located in the Town of Alabama.

Our proposal is based on the following:

- Our intimate knowledge of the STAMP project and our significant involvement in its development for over sixteen years.
- Our involvement in the development of the onsite wastewater recycling and onsite sanitary sewer treatment facility concept. This approach significantly reduces the infrastructure costs and permitting challenges associated with providing both water and wastewater service for full buildout of the STAMP campus, especially as tenant water requirements increase.
- Our involvement in the design and permitting of the original 1.0 MGD Onsite Sanitary Sewer WWTF solution. This effort began in 2018 and involved an onsite SBR (Sequential Batch Reactor) sanitary sewer treatment facility that would discharge effluent to a 6.0 MGD Onsite Wastewater Pump Station, which would then discharge to Oak Orchard Creek. The WWTF was designed to be easily expandable at treatment capacity levels of 0.25, 0.50, 0.75 and 1.00 MGD, with a low flow 0.150 MGD treatment option.

A lot has transpired in the world and with the overall STAMP project since 2018, including several items that cause us to reconsider the required phasing and capacities for the STAMP WWTF:

- In the past several months, the sanitary sewer capacity needs of STAMP have become much clearer. The initial tenants selecting STAMP and several other businesses showing strong interest in STAMP have far lower sanitary sewer requirements than was originally anticipated for STAMP.
- The NYS DEC reviews and approvals for original Onsite WWTF, Onsite Pump Station, and Force Main have taken extraordinary time and effort to address. This has spanned several years, multiple changes of involved NYS DEC staff members, and multiple changes to NYS DEC's preferred approaches for SPDES Permitting, the WWTF, and Pump Station.



- For SPDES Permit discharge monitoring purposes, the NYS DEC will not allow businesses to discharge combined sanitary and process water flows to the WWTF. Process water will need to be pretreated by each business and discharged directly to the Onsite Pump Station, downstream of the WWTF. This reduces the potential flows that could be sent to the sanitary WWTF in the future.
- The first phases for the initial tenant projects will likely require a low flow solution to prevent operational challenges at the WWTF. If the sewage flows and the biologic loading on the WWTF are not sufficient, the biologic treatment processes will not work properly (“the bugs will not have enough food to eat and will die”) and the WWTF will struggle to meet the SPDES Permit discharge limits.
- The National Grid electric transmission main reroute and feeder line have impacted the original WWTF site plan and utility layout.
- The SBRs, which provide the biological treatment, within the original 1.0 MGD WWTF design are easily expandable. However, most of the infrastructure upstream and downstream of the SBR’s are designed to accommodate the full build out 1.0 MGD capacity. This includes influent pump station, control building, blower layout, distribution structure, flocculation tank, disc filter building, backwash pump station, UV disinfection building/structure, and sludge handling facilities. This will create significant upfront construction costs that may no longer be beneficial.
- There have been extreme construction cost increases and volatility due to the pandemic and supply chain issues. This has the potential of adding millions of dollars to the WWTF bids.

Taking everything we now know into consideration, we recommend/propose to design and permit a 150,000 GPD Onsite SBR WWTF base project that will be easily expandable at treatment capacity levels of 150,000, 300,000 and 450,000 GPD. The upstream and downstream infrastructure will be designed to accommodate a full build out capacity of 450,000 GPD. A low flow 25,000 GPD treatment optional will be included.

In additional, for budgetary flexibility, we will also design a 25,000 GPD low flow bidding alternative project that will include temporary and/or lower capacity influent pump station, mechanical bar screen, flow meter, control building, blowers, disc filter, UV disinfection, backwash pump station and sludge handling.

We have attached concept plans for the proposed phased solution. This approach will provide significant bidding flexibility in order to right size the WWTF facility to meet STAMP’s operational needs and budget.

We will obtain NYS DEC review and approvals for this solution. We are hopeful that their review process will be timely given the amount of coordination that has already taken place, the approach is still a similar SBR WWTF, and that we are including low flow treatment options.

The attached “STAMP Onsite Wastewater Treatment Facility (WWTF) 150,000 GPD Engineering Fee Estimate” provides a detailed breakdown of our proposed Scope of Work for this project, including Tasks, Man-Hours, and Fees. A summary of the proposed Tasks and Fees is provided as follows.



Task	Total Fee
CPL Scope	
1. Project Management	\$50,000
2. Preliminary Design	\$90,000
3. Permits & Approvals	\$15,000
4. Final Design	\$45,000
CPL Subtotal	\$200,000
Subconsultant Scope	
5A. Controls Engineering	\$25,000
Subconsultant Subtotal	\$25,000
Total Fees	\$225,000

The Subconsultant Fees provided are budgetary estimates. CPL will invoice GCEDC/GGLDC for the direct costs incurred without mark up. CPL coordination of the Subconsultants' work will be covered in our fees for Project Management.

The tasks performed as part of this proposal will be completed in accordance with similar tasks performed by CPL for previous STAMP Projects and other GCEDC/GGLDC Shovel Ready projects.

We appreciate the opportunity to submit our proposal and welcome the opportunity to assist you with this project. Upon your review, should you have any questions, please contact me at (585)402-7595.

Very truly yours,

CPL

Thomas A. Carpenter, P.E.
Vice President

Enclosures

Authorization By:

Signature: _____
GCEDC/GGLDC

Date: _____

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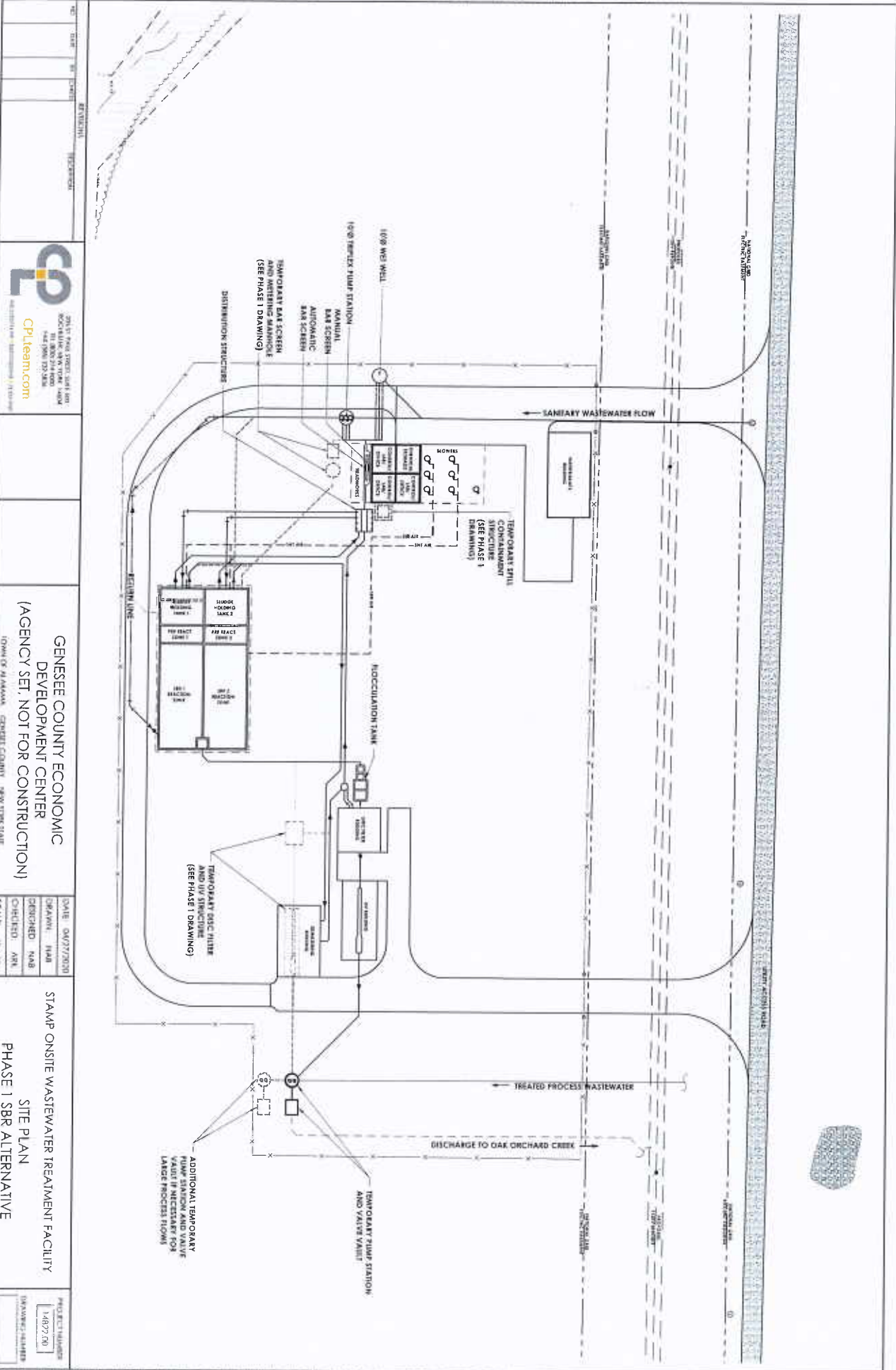
STAMP Onsite WWTF 150,000 GPD Design
 Engineering Fee Estimate
 Date: 11/16/2022

Tasks	Man-Hours										Fee	
	Resource Principal	Principal	Sr Proj Managers	Project Managers	Engineers	Technicians	Surveyor	Inspector	Man-Hours	Fee		
1. Program Management												
Project Management	2	30	40	24	5						\$	20,025.00
STAMP Overall Program Management	8	40	41	17	60						\$	30,045.00
Subtotal	10	70	81	41	65	0	0	0	0	0	\$	50,070.00
2. Preliminary Design												
Design Meetings & Coordination	1	4	8	8	16						\$	6,010.00
Design Criteria Development	1	8	8	16	16						\$	8,210.00
Engineering Basis of Design Report Update		2	4	4	30						\$	5,630.00
Site Plan Sheets		4	4	12	32	80					\$	14,780.00
Plan & Profile Sheets		4	4	12	32	60					\$	12,980.00
MEP & Structural Design & Detail Sheets		4	8	16	50	80					\$	18,410.00
Cover, General Notes & Details Sheets	1	4	8	12	20	50					\$	11,610.00
SWPPP items to plan sheets		1	1	4	8	16					\$	3,235.00
Specifications - Contractual Front End & Technical Construction, Engineering & Timeline Estimates	1	2	8	12	22	8					\$	6,860.00
Subtotal	4	34	57	96	234	286	0	0	0	\$	90,005.00	
3. Permits & Approvals												
CPL Internal Meetings & Coordination		1	2	4	8	16					\$	1,240.00
NYS DEC Sewer Plans Approval		1	2	4	7	7					\$	3,680.00
NYS DEC SPDES Permit		1	2	4	8	16					\$	2,745.00
NYS DEC SWPPP		1	2	4	8	16					\$	3,235.00
Respond to Agency Comments		1	2	4	12	16					\$	4,180.00
Subtotal	0	4	9	20	35	55	0	0	0	\$	15,080.00	
4. Final Design												
Design Meetings & Coordination		2	2	4	4						\$	1,990.00
Engineering Basis of Design Report Update		2	2	4	8						\$	1,990.00
Site Plan Sheets	1	2	2	8	16	60					\$	9,740.00
Plan & Profile Sheets	1	2	2	8	16	40					\$	7,940.00
MEP & Structural Design & Detail Sheets	1	1	2	16	24	60					\$	11,690.00
Cover, General Notes & Details Sheets		2	2	8	16	30					\$	6,790.00
Specifications - Contractual Front End & Technical Construction, Engineering & Timeline Estimates	1	1	2	8	8	4					\$	3,730.00
Subtotal	4	12	18	56	96	190	0	0	0	\$	45,010.00	
Total CPL Hours	18	120	165	213	430	531	0	0	0	\$	200,165.00	

5. Subconsultant Budget Estimate (Direct costs will be billed to GCEDC)
 A. Controls Engineering
 Subconsultant Subtotal (Item 5)

Total Fee (Items 1 - 5)												\$ 225,165.00

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GENESEE COUNTY ECONOMIC
 DEVELOPMENT CENTER
 (AGENCY SET, NOT FOR CONSTRUCTION)
 TOWN OF ALABAMA, GENESEE COUNTY, NEW YORK STATE

DATE: 04/27/2023
 DRAWN: NAB
 CHECKED: NAB
 SCALE: 1" = 30'

STAMP ON-SITE WASTEWATER TREATMENT FACILITY
 SITE PLAN
 PHASE 1 SBR ALTERNATIVE

PROJECT NUMBER
 1487270

Mark Masse

**STAMP Committee
November 30, 2022**

STAMP Maintenance of common space areas

Discussion: We have been working with Phillips Lytle on the best structure to ensure that the common areas are maintained at the STAMP site. Phillips Lytle has prepared the attached memo outlining our findings and conclusions. We feel that utilizing a formula that allocates the costs based on the developable acreage at the STAMP site is the effective way to do this. The open question would be does the GCEDC want to maintain ownership of the common areas or transfer the land to NY Green as part of the agreement.

Fund Commitment: None.

Board Action Request: Approval on the form and function of the maintenance of the common areas.



Phillips Lytle LLP

Memorandum

To: Genesee County Economic Development Center
("GCEDC")

From: Phillips Lytle LLP

Date: November 18, 2022

Re: De minimis property maintenance at the STAMP site.

Question Presented

What must be accomplished for the designation of an entity to manage the de minimis property maintenance obligations at the STAMP site?

Executive Summary

GCEDC is considering the formation or designation of an entity to manage any and all de minimis property maintenance obligations at the STAMP site. The de minimis property maintenance obligations at the STAMP site involve maintenance of signage, common area roadside berms, and certain STAMP site-wide storm water infrastructure (e.g., retention or detention ponds), along with perimeter landscaping (collectively, the "De Minimis Activities").

Consistent with New York General Obligations Law ("GBL") Section 352-e(1), when a party wishes to offer lots for sale together with participation interests or investments in real estate (including cooperative interests in realty), such transactions involve a public offering or sale of securities and require the filing of an offering statement or prospectus. In situations involving only a de minimis cooperative

interest, the filing of the offering statement or prospectus can be accomplished by the filing of an application pursuant to Cooperative Policy Statement No. 7 ("CPS-7"). A de minimis cooperative interest is defined broadly as "a development that owns or maintains limited property or limited recreational facilities with amenities that require either limited or no maintenance." As the STAMP site requires only the De Minimis Activities and each property owner would be expected to contribute toward the De Minimis Activities, CPS-7 is applicable.

After review of potential alternatives and consultation with the New York Attorney General's office, we have determined that the most appropriate course of action to address the De Minimis Activities is the filing of an application under CPS-7 (the "CPS-7 Filing"), which would include the preparation and recording of a declaration identifying the De Minimis Activities, how they would be addressed and by whom (the "Declaration"). In addition, the Declaration would require each property owner at the STAMP site to pay, on a periodic basis, assessments and/or common charges (collectively, "Common Charges") that would be pooled and used for payment of the De Minimis Activities.

As the GCEDC is the largest property owner and the party most desirous of ensuring the future maintenance and esthetic of the STAMP site, GCEDC would be the party acting as the sponsor and responsible for the CPS-7 Filing. However, the CPS-7 Filing can only be made after the Declaration is agreed to by any additional record property owners (i.e. Plug Power and potentially Kingfisher).

The question remaining is what entity will be designated in the Declaration and CPS-7 Filing to oversee the De Minimis Activities. Customarily, when a CPS-7 Filing is

required in relation to commercial property, a "homeowners association" is utilized. These associations are normally styled as "business park associations" in the commercial context and are normally newly formed not-for-profit corporations, the shareholders of which are each of the property owners. In their capacity as shareholders, the property owners elect a board of directors and officers to run the business park association and oversee the collection of the Common Charges and the De Minimis Activities. Many business park associations delegate this work to third party management companies at a cost that is shared by the property owners. While the use of a business park association is customary, there are certainly drawbacks. Notably, as eventually the GCEDC will not be the controlling shareholder, other of the property owners may make decisions with respect to the De Minimis Activities (such as the contractors hired or the timing and regularity of maintenance) that the GCEDC would not be otherwise comfortable with. In addition, as is often the case, property owners may not be interested in spending time in the capacity as an officer or director of a business park association and the hiring of a third party management company can be costly and cause an increase in the Common Charges to be paid by each property owner.

However the CPS-7 Filing does not require the formation of a business park association. To the contrary, a "homeowners association" under CPS-7 can be any "organization that owns or maintains property for the common benefit of all...lot owners where the...lot owners are required to contribute to the upkeep of the common property." As a result, either the GCEDC or some other entity could be designed in the CPS-7 Filing and Declaration as the party charged with the De Minimis Activities.

Given the long-term nature of the STAMP site and the GCEDC's limited role (if any) after all of the land is sold to the property owners, it may be unduly burdensome for the GCEDC to take on the future responsibility for maintenance. Instead, a separate entity could be selected that regularly oversees property maintenance and conservation. One such organization that was identified and, we understand, has preliminarily agreed to take on the De Minimis Activities at the STAMP site at no additional cost is New York Green, Inc. ("NY Green"). NY Green is a not-for-profit organization that provides services relating to sustainable landscapes that balance economic vitality, natural resource conservation and agriculture.

Given its expertise, it appears NY Green will be able to oversee the De Minimis Activities consistent with the standards expected for a first class facility such as the STAMP site. In addition, NY Green currently has connections in its leadership team with the GCEDC that would ensure a continuing relationship between NY Green and the GCEDC, but would allow the GCEDC to eventually remove itself from management responsibilities at the STAMP site. Finally, the use of NY Green would greatly reduce any risk that the property owners would otherwise take control and/or conduct the De Minimis Activities in a manner unsatisfactory to the GCEDC.

Conclusion

While there are several entities that can be utilized to oversee the De Minimis Activities at the STAMP site, the utilization of NY Green or a similar not-for-profit entity offers the greatest benefits and protections for the future maintenance of the STAMP site and reduces many of the associated risks.

Review of Access License Agreement for Edwards Vacuum and/or affiliates for due diligence work

Discussion: Phillips Lytle has prepared for the GCEDC an Access License Agreement to allow Edwards Vacuum and their agents to enable their due diligence on GCEDC owned property for their proposed manufacturing facility until that work is complete or a Purchase and Sale Agreement is executed. Any contractors would be required to sign indemnity agreements, provide proof of insurance and list the GCEDC as an additional insured on their policy with the applicable coverage limits as set forth by the GCEDC.

Fund Commitment: None.

Committee Action Request: Recommend approval of Access License Agreement.

ACCESS LICENSE AGREEMENT

This Access License Agreement (this "Agreement") is made as of the date of the last party to sign (the "Effective Date") by and between Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, a New York public benefit corporation, having an office at 99 MedTech Drive, Batavia, New York 14020-3141 ("GCEDC") and Edwards Vacuum LLC, a Delaware limited liability company, with an address of 6416 Inducon Dr. W., Sanborn, New York 14132 ("Edwards"). GCEDC and Edwards are collectively referred to herein as, the "Parties".

RECITALS

A. GCEDC is the fee simple owner of certain real property located in the Town of Alabama, County of Genesee and State of New York described on Schedule A attached hereto and as further shown on the map attached hereto as Schedule A (the "STAMP Edwards Parcel").

B. The STAMP Edwards Parcel is part of the larger site owned by GCEDC and known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Site").

C. GCEDC desires to grant to Edwards a license on, over and through the STAMP Edwards Parcel for the purpose of performing due diligence work on the parcel including, but not limited to, performance of a Phase I Environmental Site Assessment and if further evaluation is recommended, Edwards shall be permitted to have a Phase II performed, geotechnical survey and review, and an ALTA survey.

AGREEMENT

Now, therefore, the Parties agree as follows.

1. Grant of Access License. Subject to the terms and conditions of this Agreement, GCEDC hereby declares and establishes that there shall be a non-exclusive license for the benefit of Edwards for access, ingress and egress of pedestrians and vehicles on and over the portions of the STAMP Edwards Site identified on Schedule A for the purpose of conducting due diligence and investigating the site to determine if it is acceptable to Edwards for the potential construction of a manufacturing facility (the "Access License"). This Access License shall remain in full force and effect until (i) written notification from Edwards that it has completed its due diligence; (ii) the expiration of any due diligence period in any purchase agreement subsequently entered into by the parties (a "Purchase and Sale Agreement") or (iii) the acquisition of the STAMP Edwards Parcel, whichever is earlier.

2. Licenses Revocable. This Agreement and the Access License shall be fully revocable by GCEDC at any time until the Purchase and Sale Agreement is executed by the parties and is in effect. Upon the full execution of the Purchase and Sale Agreement and following its effective date, this Agreement may only be terminated as set forth in Section 1 above.

3. Reservation of Fee Simple Interest. The Licenses are created solely for the benefit of Edwards and its affiliates, tenants, occupants, licensees, agents, employees, representatives, contractors, invitees, successors and/or assigns (collectively, the "User Parties"). Subject to the Access License, GCEDC reserves its fee simple interest in the STAMP Edwards Site and all rights appertaining thereto, including without limitation, the right to engage in all acts or uses not prohibited by or inconsistent with this Agreement.

4. Insurance.

(a) At all times throughout the term of this Agreement, Edwards shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(i) Builder's risk insurance covering loss caused by weather, fire, vandalism or theft affecting the due diligence work.

(ii) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which Edwards is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of Edwards.

(iii) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence at the STAMP Edwards Parcel or STAMP Site, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and not less than \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon Edwards by any applicable workmen's compensation law; and a blanket excess liability policy in the amount not less than \$3,000,000, protecting Edwards against any loss or liability or damage for personal injury or property damage.

(b) Except for the Workers' compensation insurance, all insurance required by this Section 4 and any insurance carried by the User Parties relating to the STAMP Edwards Site shall name GCEDC as an additional insured to the extent of Edwards indemnity obligations herein. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by Edwards and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which Edwards is engaged. All policies evidencing such insurance, shall provide for (i) payment of the losses of Edwards and GCEDC as their respective interest may appear, and (ii) at least thirty (30) days' written notice of the cancellation thereof to Edwards and GCEDC.

(c) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with GCEDC on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, Edwards shall furnish GCEDC evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

(d) GCEDC may, from time to time, request and obtain from Edwards new or renewal insurance certificates following the termination or expiration of the previously delivered insurance certificates.

5. Compliance with Laws. Throughout the term of this Agreement, Edwards, at its own sole cost and expense, shall promptly comply and cause the User Parties to

comply with all present and future laws, ordinances, rules, regulations and requirements of all governmental authorities, which may be applicable to the due diligence on the STAMP Edwards Parcel.

6. Limitation on Recourse. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any of the members, partners, shareholders or owners of the Parties, the User Parties, or any of its or their respective directors, officers, partners, managers, employees or agents (each, a "Party Protected Person"), for the payment of any amounts due or the performance of any other obligation of such Parties or User Parties under this Agreement. In furtherance of the foregoing, the Parties agree that neither shall seek nor obtain, nor be entitled to seek or obtain, any deficiency or other judgment against any Party Protected Person for any action or inaction under or in connection with this Agreement, and each party hereby releases any Party Protected Person from any such claims.

7. Indemnification. The Parties and the User Parties shall keep, save and hold harmless one another, respectively, from any and all claims, damages and liability of third parties resulting from injury or death of persons or physical loss of or damage to property of third parties caused by (i) the use of the STAMP Edwards Parcel Site; or (ii) the negligence or willful misconduct by the Parties or the User Parties.

8. Environmental Condition. GCEDC represents and warrants to Edwards that, to GCEDC's knowledge and without any duty of inquiry or investigation, (a) GCEDC has not received any notice of any violation of any environmental laws or regulations related to the STAMP Edwards Parcel (or any portion thereof) and (b) GCEDC is not aware of the existence of any hazardous materials or other environmental conditions at the STAMP Edwards Parcel (or any portion thereof), except as disclosed in the (i) Phase I Environmental Site Assessment of the Wyder Estate Properties (Parcel No. 10.-1-13) dated March 2013 and prepared by Watts Architecture & Engineering, and (ii) Phase I Environmental Site Assessment for Oakfield Alabama Realty (Parcel No. 10.-1-15.11) dated October 2013 and prepared by Watts Architecture & Engineering. Upon execution of this License, GCEDC shall provide Edwards copies of the aforementioned Assessments.

9. Subsequent Owners Bound; Agreement Runs with Land. The provisions of this Agreement shall run with the land and shall bind and inure to the benefit of and be enforceable by the Parties and any future owners of all or any portion of the land, and their respective successors and assigns.

10. No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this

Agreement to the general public for any public use or purpose whatsoever, it being GCEDC's intention that this Agreement is only for the benefit of Edwards and the User Parties.

11. Amendment, Modification or Termination. This Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties.

12. Invalidity. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any conflict of law provision. Any disputes arising hereunder shall be settled in the state courts sitting in the County of Genesee, State of New York or the federal courts in the Western District of New York, and both Parties consent to the personal jurisdiction of said courts and agree not to challenge or assert any defense to the jurisdiction of said courts.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their respective duly authorized representatives, with the intention that it be effective as of the Effective Date.

Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center

Date: _____

By: _____
Name: _____
Its: _____

Edwards Vacuum LLC

Date: _____

By: _____
Name: _____
Its: _____

3d

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ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this ____ day of _____ in the year 2022, before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

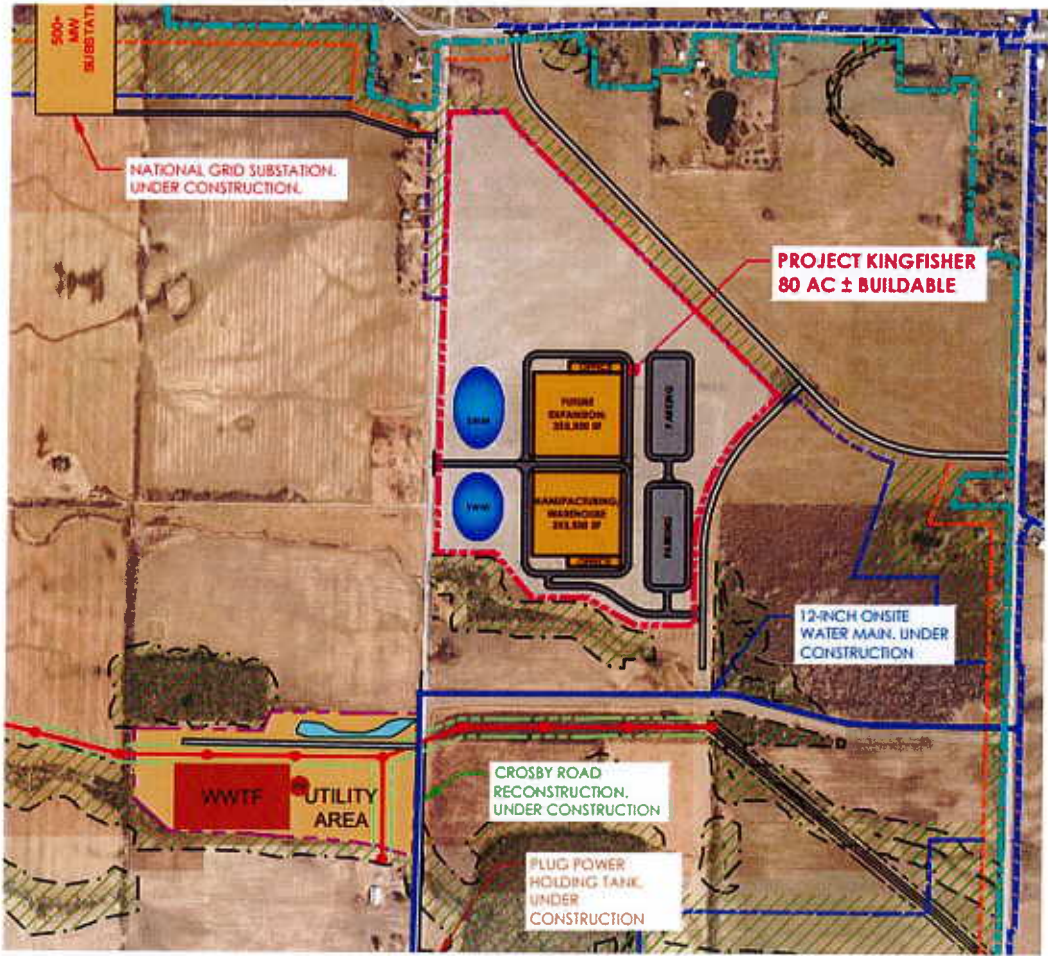
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this ____ day of _____ in the year 2022, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A
(Parcel map)



Clark Patterson Lee Proposal for SEQR preparation for infrastructure at STAMP

Discussion: The GCEDC is currently preparing to complete a SEQR review of a couple of projects that are looking at the STAMP site. As a part of this review, the GCEDC has decided to include as much of the short term and long term infrastructure the is being contemplated at STAMP. This will enable less delays in permitting in the future when this infrastructure becomes necessary. In order to ensure that the SEQR analysis takes a hard look at the potential environmental impacts of this infrastructure, there is some design and engineering that needs to be completed. Clark Patterson Lee has prepared a proposal to reflect that work to support the SEQR analysis.

Fund Commitment: Not to exceed \$25,000.

Committee Action request: Recommend approval of the proposal from Clark Patterson Lee for the services needed to support the SEQR review of potential future infrastructure at STAMP.



November 16, 2022

Mark Masse, Senior Vice President of Operations
Genesee County Economic Development Center
99 Med Tech Drive, Suite 106
Batavia, NY 14020

**RE: STAMP SEQR AND ONSITE INFRASTRUCTURE PLANNING
PROPOSAL FOR ENGINEERING SERVICES**

Dear Mark:

CPL is pleased to submit our proposal for engineering services related to the SEQR update and onsite infrastructure planning for the STAMP site, located in the Town of Alabama.

Our proposal is based on the following:

- Our intimate knowledge of the STAMP project and our significant involvement in its development for over sixteen years.
- Our involvement with the STAMP Technical Team's recent planning and coordination efforts to address recent business and utility company activity at STAMP.

Based on our recent discussions and Technical Team meetings, we propose to provide the following Scope of Work:

1. Assist in completion of an updated SEQR Long Environmental Assessment Form.
2. Review of the previous Traffic Study SEQR thresholds.
3. Prepare concept level mapping of all onsite infrastructure.
4. Prepare conceptual sanitary sewer layout to accommodate Edwards Vacuum, Project Scannell, and Project Guard.
5. Prepare conceptual layout of process water to accommodate the STAMP campus.
6. Prepare conceptual layout and grading analysis for the Bypass Road.
7. Coordinate with the natural gas and electric utilities and prepare concept level mapping of their proposed infrastructure locations.

We propose to perform this Scope of Work for a **lump sum fee of \$25,000.**

The attached "STAMP SEQR and Onsite Infrastructure Planning Engineering Fee Estimate" provides a detailed breakdown of our proposed Scope of Work for this project, including Tasks, Man-Hours, and Fees.



The tasks performed as part of this proposal will be completed in accordance with similar tasks performed by CPL for previous STAMP Projects and other GCEDC/GGLDC Shovel Ready projects.

We appreciate the opportunity to submit our proposal and welcome the opportunity to assist you with this project. Upon your review, should you have any questions, please contact me at (585)402-7595.

Very truly yours,

CPL

Thomas A. Carpenter, P.E.
Vice President

Enclosures

Authorization By:

Signature: _____
GCEDC/GGLDC

Date: _____

STAMP SEQR and Onsite Infrastructure Planning
 Engineering Fee Estimate
 Date: 11/16/2022

Tasks	Man-Hours										Fee
	Resource Principal	Principal	Sr Proj Managers	Project Managers	Engineers	Technicians	Surveyor	Inspector	Fee		
SEQR Long Form - Enabling Infrastructure		2	4	2	8						\$ 2,580.00
Traffic Study Review				4	4						\$ 1,100.00
Infrastructure Mapping				6	6	24					\$ 3,810.00
Sanitary Sewer Conceptual Layout: Scannell, Edwards, Guard	1	2	4	4	8	16					\$ 4,570.00
Process Water - Conceptual Layout Campus		2	4	4	8	16					\$ 4,320.00
Bypass Road Conceptual Layout, Grading review			4	8	8	24					\$ 5,390.00
Gas and Electric Coordination and Mapping			4	6	8	8					\$ 3,400.00
SEQR and Onsite Infrastructure Planning Total	2	6	20	34	50	88	0	0	0	\$	25,170.00

GCEDC

Jim Krencik, Marketing & Communications Director

Board Meeting Report

December 1, 2022

E3communications STAMP Public Relations and Social Media Services Contract

Discussion: e3communications, a professional media and public relations firm/consultant, has submitted a proposal for 2023 services related to public relations and social media marketing for the Western New York Science & Technology Advanced Manufacturing Park (STAMP).

In 2022, e3communications supported GCEDC staff with STAMP planning, sales and marketing, and government/stakeholder relations; including support of the Edwards Vacuum project announcement, Plug Power's construction, and related activities. e3communications also maintains an expanded social media presence to audiences in project development and the greater public.

Fund Commitment: \$24,000 fund commitment. Funding is available and budgeted in the 2023 GCEDC Marketing - Operations budget for the full contract.

Board Action Request: A renewal of services for the Jan. 1, 2023 to Dec. 31, 2023 period at \$24,000 per year.



November 18, 2022

Genesee County Economic Development Center
99 MedTech Drive
Batavia, NY 14020

RE: 2020 Agreement for Public Relations and Social Media Services for the Science Technology Advanced Manufacturing Plant (STAMP)

To Whom It May Concern:

Please find below the scope of services that e3communications is proposing to once again implement to market and promote STAMP on behalf of the Genesee County Economic Development Center for 2023.

- Manage public relations activities and provide public relations and public affairs counsel for various issues that have the potential to impact the STAMP project including advocacy efforts to raise awareness of STAMP.
- Design and act as administrator of social media channels for STAMP, including Facebook, Twitter and Instagram.
- Write copy for a monthly calendar of social media posts, including but not limited to ongoing infrastructure work; relevant economic development information in related science, technology and advanced manufacturing sectors; advocacy efforts related to ongoing investment at STAMP; and other information.
- Provide an analytics report on a monthly basis that will demonstrate and profile users of these social media channels and what posts are generating the most interest and traffic. This latter is important for developing future posts and information as well as to assist with other marketing communications tactics to promote STAMP.
- Provide advice and counsel regarding government relations outreach.
- Participate in meetings and other communications with the members of the STAMP Committee and technical team.
- Assist in the coordination of special events (press conferences, familiarization tours, news briefings, etc.).



- Write materials for public meetings and presentations.
- Manage media relations activities to enhance the messaging as well as to announce local/regional events
- Coordinate advocacy efforts to raise the awareness of STAMP regionally, nationally, and globally.
- Continue to monitor and track and distribute relevant news articles and placements and provide monthly report of marketing and public relations activities.

All work conducted by e3communications for STAMP in 2023 will be billed at a flat monthly fee of \$2,000 for a total fee of \$24,000. A description of the services will be provided in each invoice for the work conducted in that month. All terms are 30 days payment.

The terms outlined in this agreement shall remain in effect from January 1, 2023 until December 31, 2023 or until modified or terminated by either party upon thirty (30) days written or verbal notice.

e3communications pledges its confidentiality to STAMP for all work e3communications performs on behalf of STAMP.

If you are in agreement with the terms and conditions outlined above please indicate by signing below. Thank you again for the opportunity to work on behalf of the Science Technology Advanced Manufacturing Park.

Sincerely,
e3communications

Earl V. Wells III
President



For the Genesee County Economic Development Center

Name

Title

Date

memo



To: Jim Krencik
From: e3communications
Date: November 18, 2022
Re: 2022 Public Relations and Social Media Report

As of November 18, 2022, e3communications has provided approximately 650 hours of public relations, public affairs and social media services on behalf of the Genesee County Economic Development Center. At a blended rate of \$150 per hour, this calculates to approximately \$97,500 worth of services to the GCEDC thus far in 2022 by e3communications.

Below is a recap and highlight of our activities to date:

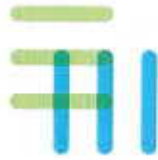
e3communications has issued approximately 42 news releases and news alerts to media outlets in the GLOW region and the Buffalo and Rochester media markets.

Among some of the highlights from an earned media perspective included:

- The 4th annual GLOW With Your Hands event in September at the Genesee County Fairgrounds, including various news releases to promote and publicize the event. The day of event coverage included media outlets from Buffalo and Rochester and a live interview on a Buffalo television station for Chris Suozzi.
- e3communications provided media outreach on behalf of the GLOW YMCA and Rochester Regional Health's United Memorial Medical Center for a groundbreaking event for the \$33.5 million Healthy Living Campus in downtown Batavia.
- In April, e3communications provided assistance with GE Renewable Energy for the company's ribbon-cutting ceremony to unveil a new research and development facility in the town of Bergen that will conduct research on how to 3D print the concrete base of towers used in wind turbines.

551 Franklin Street
Buffalo, New York 14202
716.854.8182 phone
716.816.0900 fax
e3communications.com

e3communications
Public Relations Public Affairs



- In June, New York Bus Sales broke ground on a \$4.5 million multi-use 20,000 sq. ft. facility today in the town of Batavia. This event resulted in media coverage across the WNY and Finger Lakes region, including a live interview with a Buffalo television station.
- Also in June, e3communications coordinated a press event for the groundbreaking of J&R Fancher Property Holdings LLC 14,000 sq. ft. mixed use development in the town of Pembroke at Buffalo East Technology Park.

As it pertains to our management of content and graphics and design and analytics for GCEDC and STAMP social media platforms, we have tracked the following results:

- STAMP Facebook: 517 Followers, 20% growth
- STAMP Twitter: 332 Followers, 13% growth
- GCEDC Facebook: 836 Followers, 33% growth
- GCEDC Twitter: 1,283 Followers, 2% growth
- GCEDC LinkedIn: 775 Followers, 104% growth

Our end goal is to maximize our reach/engagement on LinkedIn, as it is the top-rated social media platform for lead generation, making it the premier source for B2B marketing.

Twitter and Facebook are utilized to create awareness among regional stakeholders. Other economic partners (GRE, IBN, NYSEDC) do a great job of collaborating with GCEDC/STAMP on their respective social media channels.

Among are some of the highlighted content that created the greatest reach among followers on these channels include:

- Periodic updates related to Plug Power and STAMP
- Liberty Pumps Expansion
- GE Renewables Open House
- Rochester Regional Health Project Updates
- Edward's Vacuum Announcement
- Ellicott Station Groundbreaking
- J&R Fancher Groundbreaking
- Genesee CARES Awareness Campaign
- WNY Tech Academy Greenhouse Ribbon Cutting

551 Franklin Street
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716.816.0900 fax
e3communications.com

memo



- Coach Swazz Corner, Workforce Development Program Highlights

Finally, from a public affairs perspective, we continue to provide assistance with regards to regulatory, labor and other issues impacting development at STAMP.

Please contact us with any questions regarding our public relations, social media and public affairs services on behalf of the GCEDC and STAMP.

351 Franklin Street
Buffalo, New York 14202
716.854.8182 phone
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e3communications.com

e3communications
Public Relations | Public Affairs