



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, March 2, 2022 - 8:00 a.m.
 Location: Electronically via Zoom

Page #'s	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.	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. 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. 2. Discussions regarding proposed, pending or current litigation. 3. 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. 1b. Enter Public Session	P. Zelif	
2-6	2. Chairman's Report & Activities 2a. Agenda Additions / Deletions / Other Business 2b. Minutes: January 12, 2022	P. Zelif	Vote
7-14	3. Discussions / Official Recommendations to the Board: 3a. ROW Easement Payment Approval	M. Masse	Disc / Vote
15-18	3b. Part 182 Take Permit Proposal	M. Masse	Disc / Vote
19-24	3c. Visualization Services	M. Masse	Disc / Vote
25-28	3d. KTA IA Preparation for Substation	M. Masse	Disc / Vote
29-32	3e. Limited Water Sampling Program	M. Masse	Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting
Wednesday, January 12, 2022

Location: Electronically
8:00 a.m.

MINUTES

ATTENDANCE

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

1. Call to Order / Enter Public Session

P. Zeliff called the meeting to order at 8:03 a.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. Executive Session

M. Clattenburg made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:03 a.m., for the following reasons:

1. 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.
2. Discussions regarding proposed, pending, or current litigation.

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 8:37 a.m., seconded by C. Kemp and approved by all.

2. Chairman's Report & Activities

2a. Agenda Additions / Other Business –

M. Clattenburg made a motion to add "Amendment to STAMP Land Management Plan 5-Year Update Contract" to Discussions / Official Recommendations to the Board as agenda item 3g; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zeliff - Yes

2b

2

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

The item was added to the agenda.

2b. Minutes: November 30, 2021

M. Clattenburg made a motion to approve the November 30, 2021 minutes; 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.

3. Discussions / Official Recommendations to the Board:

3a. Appraisal for Electric Right of Way- The GCEDC asked five companies for bids to prepare the appraisal for the Right of Way (ROW) for the on-site power line re-route and the removal of the old ROW for the existing power line that will be taken down. The results of the bids are as follows:

1. No bid submitted – K LW Appraisal Group, Inc.
2. \$12,500 – Thurston, Casale & Ryan, LLC
3. No bid submitted – Emminger, Newton, Pigeon & Maygar, Inc.
4. No bid submitted - Edmunds Enterprises
5. \$7,000 - CNY Pomeroy Appraisers, Inc.

The appraisers who were solicited had been preapproved by the US Department of the Interior as qualified to complete the previous ROW through the USFWS refuge and discussed with National Grid as well.

Fund Commitment: Not to exceed \$7,000 to CNY Pomeroy Appraisers, Inc. for the appraisal work of the ROW for the on-site power line re-route to be covered under the \$33 million.

M. Clattenburg made a motion to recommend to the full Board the approval of the Appraisal for the Electric Right of Way for the on-site power line re-route to CNY Pomeroy Appraisers not to exceed \$7,000; 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.

3b. Town of Alabama Interest Reimbursement- In January 2019 the GCEDC entered an amended Intermunicipal Agreement with the Town of Alabama to reimburse them for certain legal fees not to exceed \$8,750 and \$73,000 in interest expense in connection with the Town's borrowing on a BAN to pay for parts of the water project that were to be reimbursed with a CFA award grant of \$1.5 million and a SAM grant of \$250,000. The GCEDC has been billed and paid a total of \$60,186.56 in interest expense to date. The Town hired a consultant at the start of the water project to manage the income and expenses. The Town contacted their consultant last June stating that they were concerned that there were not sufficient funds in the Town's account to cover the expenditures. The consultant went back and reviewed all the project transactions and found several bills that were not submitted for payment which included a \$26,775.42 bill to the GCEDC for interest expense. This bill results in an amount of \$13,961.99 over the previous approval amount of \$73,000.

Fund commitment: \$13,961.99 increase to the \$73,000 previously approved interest expense to be covered under the \$33 million.

M. Clattenburg made a motion to recommend to the full Board the approval to pay an additional \$13,961.99 over the previously approved \$73,000 to the Town of Alabama for interest expense on their BAN for the water project portion that was covered by the GCEDC; 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.

3c. National Grid Amended Cost Reimbursement Agreement- In October of 2020 the GCEDC approved a Cost Reimbursement Agreement (CRA) with National Grid for the reroute of the existing power line that bisects the STAMP site. That CRA was for \$5,129,000. Since that time there have been some revisions to the scope of work covered under the CRA as well as the costs to complete the work. A project at STAMP is entering into a CRA with National Grid to remove some of the costs associated with the original project that they will now cover. However, there has been a 26% increase in the foundation costs as well as a 36% increase in the structure costs as the original cost estimates were done pre-Covid.

Fund commitment: An additional \$172,825 over the originally approved \$5,129,000 included in the \$33 million.

M. Clattenburg made a motion to recommend to the full Board the authorization of the First Amendment to the Cost Reimbursement Agreement with National Grid not to exceed \$5,301,825 in total; 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.

3d. Onsite Water Main, Crosby Road Reconstruction, Lay Down Area, and Hold & Haul Contract Awards- The GCEDC went out to bid for the infrastructure to support Plug Power's facility as well as what is needed for the lay down area for the power line reroute. The bid was put out as one project but with four base bids as follows:

- A. Full depth reconstruction of approximately 1,800 LF of Crosby Road.
- B. Installation of approximately 5,500 LF of water main from Route 77/STAMP Drive to the Plug Power site.
- C. Installation of approximately 150 LF of sanitary sewer, manholes, premanufactured pump station, sanitary sewer holding tank and appurtenances to provide Plug Power with sanitary sewer facilities.
- D. Construction of a temporary access road and temporary 5-acre gravel laydown yard for National Grid.

The bid documents stated that the Owner reserves the right to award the Base Bids individually or the combination of the Base Bids to the lowest, responsive, responsible bidder based on which Bid combination best fits the project budget and priorities.

Fund commitment: \$2,273,225. These contracts will be covered by the following sources: Plug Power net land sale proceeds (\$1,953,073) and borrowing from the RLF #1 Fund (\$320,152).

M. Clattenburg made a motion to recommend to the full Board the approval to award Base bid A & B to 716 Site Contracting and Base bid C & D to Keeler Construction, Inc as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3e. Phillips Lytle 2022 Services Agreement- Phillips Lytle has prepared a proposal to cover the scope of work for 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 as well as the new water main from Niagara County.

Fund Commitment: Not to exceed \$238,000 to be included in the \$8 million.

M. Clattenburg made a motion to recommend to the full Board the approval of the Phillips Lytle 2022 Services Agreement as presented, not to exceed \$238,000; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3f. UB Site Work Monitor - The GCEDC requested a quote from UB for site work observation services related to earth work for the lay down area. This quote is on a per day basis with an estimated time frame of 15 days to complete the earth work. The quote is for 18 days so there is some room if the project goes a little longer (the contractor estimated 18 days to complete the entire project).

Fund Commitment: Not to exceed \$11,700 to be included in the \$33 million.

M. Clattenburg made a motion to recommend to the full Board the approval of the UB contract, not to exceed \$11,700; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

The item was approved as presented.

3g. Amendment to STAMP Land Management Plan 5-Year Update Contract - On October 7, 2021, the Board approved the CC Environment and Planning proposal to update and revise the Land Management Plan not to exceed \$22,600 with a completion date of March 31, 2022. The amendment request in the amount of \$17,517 reflects additional work to cover wildlife surveys requested by the NYS Department of Environmental Conservation for listed species including short-eared owl, northern harrier and sedge wren. This amendment request also reflects a proposal to extend the contract through August 31, 2022 for completion of the full update including NYSDEC review.

M. Clattenburg made a motion to recommend to the full Board the approval of the amendment to the STAMP Land Management Plan 5-Year Update Contract, not to exceed \$17,517; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zelif - 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 8:51 a.m., seconded by C. Kemp and passed unanimously.

**STAMP Committee
March 2, 2022**

STAMP Payment for easements

Discussion: In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are a number of easements needed. Based on a compensation model the following payments are needed for two easements:

1. Temporary Easement 1 - \$500
2. Temporary Easement 2 - \$500

The GCEDC has also been informed that 5 more easement holders have agreed to sign but we have not received the paperwork yet. The GCEDC is seeking approval of the following easements and amounts contingent upon receiving all necessary signed documentation from ROW Professionals, LLC:

1. Permanent Easement 4 - \$1,000
2. Temporary Easement 7 - \$500
3. Temporary Easement 8 - \$500
4. Temporary Easement 9 - \$500
5. Temporary Easement 10 - \$500

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

Board Action Request: Approval of payment of \$4,000 to the holders of the easement numbers identified above.



2440 Sheridan Drive, Suite 100
Tonawanda, NY 14150
Ph. 716.685.0500
Fax: 716.558.2825

Email: rowp@rightofwaypros.com
Website: www.rightofwaypros.com

February 1, 2022

Mark A. Masse, CPA
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Genesee County Economic Development Center
Science, Technology and Advanced Manufacturing Park (STAMP) in the Town of Alabama
Force Main Project
Genesee and Orleans Counties
TE-1 and TE-2

Dear Mark,

Enclosed you will find the executed paperwork from Domoy Lands, LLC. The compensation (total) for the two (2) TE's is \$1,000.

Very Truly Yours,

RIGHT-OF-WAY PROFESSIONALS, LLC

A handwritten signature in black ink, appearing to read "Timothy J. Magyar", is written over the typed name.

Timothy J. Magyar, SR/WA, R/W-AC
President
Agent for Genesee County Economic Development Center

RECORD & RETURN TO:
Anthony J. Iacchetta, Esq.
Phillips Lytle LLP
1400 First Federal Plaza
Rochester, New York 14614

STAMP POST TREATED EFFLUENT FORCE MAIN
TEMPORARY EASEMENT AGREEMENT

(TEMPORARY EASEMENT NO. TE-2)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN TEMPORARY EASEMENT AGREEMENT (this "Agreement") is effective as of _____, 2022 (the "Effective Date") and is made 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 ("Grantee") and DOMOY LANDS, LLC, a New York limited liability company having an address of 3291 Drake Street Road, Oakfield, New York 14125 ("Grantor"). Grantor and Grantee are sometimes individually referred to herein as a "Party" or collectively as, the "Parties".

RECITALS

A. Grantor is the owner of certain real property known as South Gravel Road, Town of Shelby, New York (SBL No. 112.-1-30) ("Grantor's Premises").

B. Grantee intends to construct, install and maintain a post treated effluent force main facility and related appurtenances (the "Facility") for the benefit of Grantee's project known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Project") on lands adjacent to Grantor's Premises.

C. Grantor intends to grant unto Grantee and its successors and/or assigns, a temporary non-exclusive easement for activities related to the construction and installation of the Facility on and through a portion of Grantor's Premises.

AGREEMENT

Therefore, Grantor and Grantee, for themselves, their successors and assigns, declare that Grantor's Premises is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements, hereinafter set forth:

1. Grantor hereby reserves unto Grantee, its agents, successors or assigns, a temporary right of way, easement and privilege (the "Temporary Easement") on, through, over and under those portions of Grantor's Premises as described on the legal description and map attached hereto as Exhibit "A" (the "Temporary Easement Area"), to be used for activities related to the construction and installation of the Facility. This Temporary Easement shall automatically expire and be of no further force and effect upon the earlier of the final completion of the construction and installation of the Facility or August 31, 2022 (each being a "Termination Event"). Upon the occurrence of a Termination Event, this Agreement shall automatically terminate and Grantee may, without the joinder or consent of Grantor or any other owner, record a termination of this Agreement in the Orleans County Clerk's Office.

2. It shall not be the duty of Grantee or Grantee's successors and assigns to perform routine property maintenance of the Temporary Easement Area or maintain said areas in a fashion that would typically be performed by Grantor in the normal course of the upkeep of Grantor's Premises.

3. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right, as applicable, to enter upon the Temporary Easement Area by vehicle and on foot, and to utilize the same, whenever necessary, for the exercise of the rights and privileges herein granted; provided such access does not materially interfere with the use and enjoyment of Grantor's Premises, except temporarily while work is in progress.

4. Grantee shall use commercially reasonable efforts in the exercise of the rights granted under this Agreement to avoid interference with Grantor's use of Grantor's Premises. Grantee shall, at Grantee's sole cost and expense and in each instance following the exercise of the rights herein granted, repair any damage to the Temporary Easement Area caused by or arising out of the exercise of the rights granted under this Agreement.

5. Both Grantor and Grantee hereby represent and covenant to each other that each Party has the right to grant the easement rights herein granted.

6. This Agreement and the Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, forever.

7. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement.

8. Except as set forth herein, this Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties or their successors and/or assigns and thereafter duly recorded in the Orleans County Clerk's Office.

9. 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.

10. This Agreement shall be construed in accordance with the laws of the State of New York. Each of the parties hereto hereby irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

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

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement with the intent that it be effective as of the Effective Date.

GRANTOR:

DOMOY LANDS, LLC

By: Domoj Lands LLC
Name: Dianne L. Domoj, Member
Its: DLD

GRANTEE:

GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A GENESEE
COUNTY ECONOMIC DEVELOPMENT
CENTER

By: _____
Name: _____
Its: _____

STATE OF NEW YORK)
Genesee) ss.:
COUNTY OF ORLEANS)

On the 18th day of January in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Dianne L. Domoj personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ executed the same in ~~his~~ ^{her} capacity, and that by ~~his~~ ^{her} signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melissa M Haacke

NOTARY PUBLIC
STATE OF NEW YORK
MELISSA M. HAACKE
NO. 01HA5027321
MY COMMISSION EXPIRES 05/09/2022
QUALIFIED IN GENESEE COUNTY

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

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

NOTARY PUBLIC

EXHIBIT "A"

**STAMP FORCE MAIN
TEMPORARY EASEMENT NO. TE-2**

ALL THAT TRACT or parcel of land situate in the Town of Shelby, County of Orleans, State of New York and more particularly described as follows:

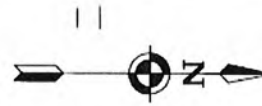
Beginning at a point on the westerly right-of-way line of NYS Route 63 (South Gravel Road)(66 feet wide right-of-way), a distance of 18 feet southerly of the northerly line of tax account number 112.-1-30; thence,

- 1) Southerly, along the westerly right-of-way line of NYS Route 63, a distance of 20 feet, more or less, to a point; thence,
- 2) Westerly, through the lands of tax account number 112.-1-30, a distance of 10 feet, more or less, to a point 10 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63; thence,
- 3) Northerly, through the lands of tax account number 112.-1-30, along a line 10 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63, a distance of 20 feet, more or less, to a point; thence,
- 4) Easterly, through the lands of tax account number 112.-1-30, along a line measured perpendicular to the westerly right-of-way line of NYS Route 63, a distance of 10 feet, more or less, to the Point of Beginning.

Temporary Easement, as described above, contains approximately 0.005 acre of land.

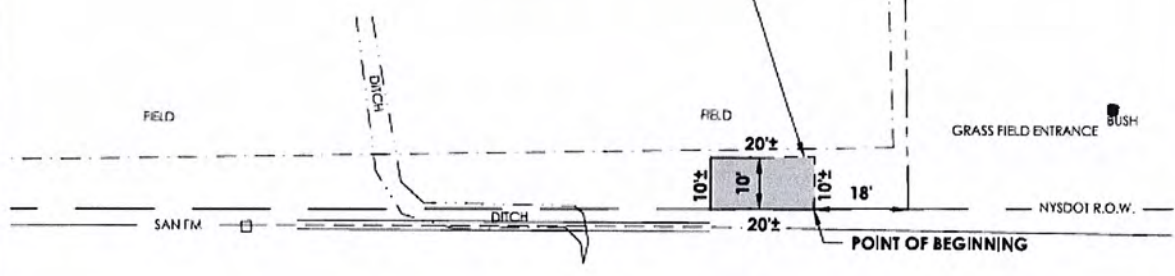
All as shown on a map prepared by CPL, entitled "Temporary Easement TE-2", dated February 23, 2021.

Domoy Lands LLC
 112-1-30
 # 11348

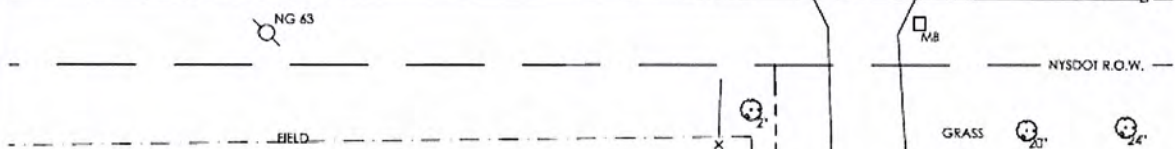
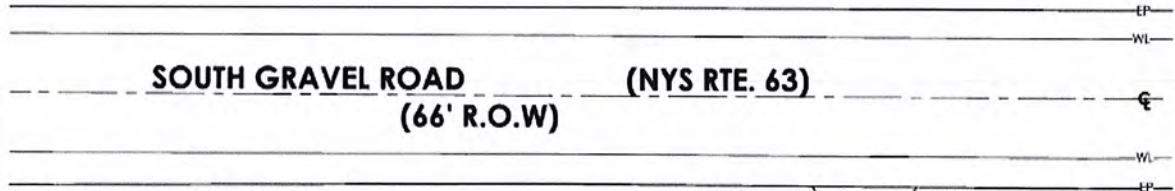


5220

TEMPORARY EASEMENT TE-2
 0.005± ACRE



SOUTH GRAVEL ROAD (NYS RTE. 63)
 (66' R.O.W)



5233

Date last published: 4/13/2021 10:55 AM
 Date last accessed: 4/12/2021 3:25 PM
 Drawing Name: J:\PROJETS\CEDEC\STAMP OFFSITE Sewer\0 Design\Job\Pro\Easements\2021\VF2.dwg



205 ST. PAUL STREET, SUITE 500
 ROCHESTER, NEW YORK 14604
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 CPL.team.com
 ARCHITECTURE • ENGINEERING • PLANNING

DATE:	2/23/2021
DRAWN:	NCH
CHECKED:	ZLA
SCALE:	1" = 30'
PROJ. #:	15981.00

TEMPORARY EASEMENT TE-2
STAMP FORCE MAIN OFFSITE SEWER
 TOWN OF SHELBY, ORLEANS COUNTY, NEW YORK

3a

14

Part 182 Take Permit for Short-eared Owl and Northern Harrier

Discussion: In December and January the GCEDC updated its studies for the endangered and threatened species of winter raptors per the NYSDEC's request. The result of that study showed a few winter raptors at the site and the NYSDEC is determining if the STAMP site would be qualified habitat for those birds. If the NYSDEC takes Jurisdictional Determination over that habitat, the GCEDC would need to complete a Part 182 incidental take permit to impact that habitat for potential development. CC Environment & Planning has prepared a proposal to complete that process.

Fund Commitment: \$31,050 to be covered under the \$8 million.

Committee Action request: Recommend approval to the full Board the proposal for CC Environment and Planning to complete the Part 182 Incidental Take permit.



CC Environment & Planning

Sheila S. Hess
Principal Ecologist/CEO

February 24, 2022

Genesee County Economic Development Center
Attn: Mark Masse, VPO
99 MedTech Drive, Suite 106
Batavia, NY 14020
Via Email: mmasse@gcedc.com

Re: Short-eared Owl and Northern Harrier Part 182 Take Permit and Environmental Services Proposal

Dear Mark:

As discussed, I am submitting the following proposal for CC Environment & Planning to provide services for the development, submission, and review of an incidental take permit application for short-eared owl and northern harrier at the STAMP (Science & Technology Advanced Manufacturing Park) Site in the Town of Alabama, Genesee County, NY as per NYS Department of Environmental Conservation (NYSDEC) Endangered and Threatened Species Regulations ([6 NYCRR Part 182](#)). In addition, this proposal includes ongoing services for general environmental review and permitting.

This Letter Agreement (hereinafter referred to as "Agreement") is a proposal for consulting services by CC Environment & Planning (hereinafter named as "Contractor") for Genesee County Economic Development Center (hereinafter referred to as "Client"). This agreement shall commence upon signature. The following services and terms of the Agreement between the Client and Contractor are as follows:

Scope of Services

A. Incidental Take Permit

1. Incidental Take Permit Application, including:
 - a. Project description and need, species and habitat description at STAMP
 - b. Alternatives analysis, avoidance and minimization strategies
 - c. Assessment of the extent of unavoidable impacts to listed species or their habitats
 - d. Implementation agreement
2. Mitigation Plan, including
 - a. Measures to minimize and mitigate impacts to listed species by providing a net conservation benefit
 - b. Data and information to ensure taking does not impact species' survival or recovery in NY
 - c. Proposed method for monitoring the effectiveness of the plan
3. Review of regulations; meetings with NYSDEC and Tech Team.
4. Coordination of application review including response to requests for additional information and application/plan revisions; final permit review and submittal.

B. General Environmental Review and Permitting

Schedule and Fee

Project activities will commence immediately upon receipt of a signed contract. This contract is proposed as a time and materials with a not to exceed estimated budget for Task A (Incidental Permit) of \$21,050 and Task B (General Environmental Services) of \$10,000. Invoices will be submitted monthly based on the 2022 rate sheet in Attachment A.

Conditions

The Contractor guarantees the quality of this work. Once this offer is accepted payments are to be made at times specified upon presentation on an invoice by Contractor. However, the Client and the Contractor may mutually decide to reschedule, postpone, or delay this project as needed without penalty and without time limit, subject only to mutually agreeable time frames in the future.

Assumptions

The proposed schedule and fee for this project are based on the following assumptions:

1. The Client and the project team will provide appropriate, timely access to contacts and information and provide requested feedback necessary to complete the scope of services as scheduled.
2. All parties will make every effort to ensure timely answers to questions as related to the scope of services and progress.
3. All parties will inform each other immediately of any unforeseen changes, new developments, or other issues that affect and influence this project so necessary adjustments can be made.
4. Adjustments to the total fee based on unforeseen circumstances, an adjusted timeline, or additional services outside the stated scope will require negotiation and written consent of both parties. This includes any additional monitoring of listed species that may be required by NYSDEC during the application period.

ACCEPTANCE

If this proposal meets with your approval, please countersign below, and return one copy for our records. If you have any questions, please contact me.

Sincerely,



Sheila S. Hess, Principal Ecologist/CEO
CEO CC Environment & Planning

AUTHORIZATION

CC Environment & Planning is hereby authorized by Genesee County Economic Development Center to proceed with the services described and in accordance with the terms and conditions proposed herein.

Genesee County Economic Development Center

Date



CC Environment & Planning

CC ENVIRONMENT & PLANNING BILLING RATES CALENDAR YEAR 2022

Employee Type	Hourly Rate
Principal Ecologist	\$180.00
Senior Environmental Scientist/Planner	\$135.00
Environmental Scientist/Planner	\$115.00
Graphic Designer/GIS Analyst	\$105.00
Environmental Technician	\$80.00
Office/Administrative Assistant	\$72.00
Intern	\$55.00
Travel/Materials	At Cost
Outside Contracted Services	Cost plus 10%

STAMP Site visualization Services

Discussion: In conjunction with the March 2021 Letter of Resolution between NYSDEC, SHPO and the GCEDC, any project at STAMP that requires a discharge permit for stormwater from NYSDEC must complete an assessment of potential impacts to the Nation's Territory. This proposal will be to prepare a visual assessment for the construction of the substation. This will include photo simulations along with line-of-sight profiles. This will also include the visual assessment for the GCEDC to apply to the Town of Alabama to increase the height limit of TD-1 from 110 feet to 150 feet.

Fund Commitment: \$8,436 from the \$33 million.

Board Action Request: Approval of payment of \$8,436 to Saratoga Associates for the visual assessment and profiles.

SARATOGA ASSOCIATES

Landscape Architects, Architects,
Engineers, and Planners, P.C.

February 25, 2022

Matthew Fitzgerald
Associate
Phillips Lytle, LLP
One Canalside
125 Main Street
Buffalo, NY 14203-2887

Re: Proposal Submission – Additional Project Visualization Services – GCEDC STAMP Site

Dear Mr. Fitzgerald:

Saratoga Associates is pleased submit this proposal to provide additional project visualization services for the Genesee County Economic Development Council (GCEDC) Science & Technology Advanced Manufacturing Park (STAMP) site.

Visualization of Concept Plan Structures from Off-site Vantage Points

Saratoga Associates will provide conceptual photo simulations illustrating the likely degree of visibility and general visual character of proposed buildings from up to six off-site vantage points in the vicinity of the STAMP property.

Task A – Acquire Existing Condition Photographs - Saratoga Associates will visit the STAMP site to acquire existing condition photographs from a number of locations in the vicinity of the hamlet of Alabama, Routes 63 and 77, as well as Judge Road and Crosby Road. Saratoga Associates will discuss potential photos with the project sponsor prior to visting the site.

Photographs will be taken with a high resolution (26 mega pixel) digital SLR camera. Photo locations will be documented using a hand-held GPS unit.

Task B - Photo Simulations - Photo simulations will be prepared by superimposing a rendering of a three-dimensional computer model of proposed building(s) into the base photograph. The 3D computer model of the project will be developed in AutoDesk Civil 3D® and 3D Studio Max® software. The 3D model will be built to a conceptual level of detail commensurate with the best design information currently available for this project.

Simulated perspectives will be aligned with the corresponding base photograph by matching the precise X, Y, and Z coordinates of the field camera position (as recorded by GPS) and the focal length of the camera lens used. The camera's target position will be established by aligning common elements visible in both the digital model and actual photograph (e.g., existing regional topography and/or structures within view). The 3D model will be rendered using sunlight settings approximating the date and time of day the base photograph was taken.

Matthew Fitzgerald

February 25, 2022

Page 2 of 3

Simulations will be provided in PDF format. Page size will be 11"x17" format on a descriptive title block. One (1) draft will be submitted to the project sponsor for review prior to the final document.

For the purpose of this proposal, we assume up to six (6) simulated vantage points will be provided.

Task C3 – Summary Document - Saratoga Associates will provide a brief written report documenting the methodology used to develop project visualizations and summarizing potential project visibility from the adjacent property.

ESTIMATED FEE AND TERMS

Task A – Acquire existing condition photography (includes travel time & expense)	\$1,936
Task B – Photo Simulations (assume 6)	\$4,000
Task C – Summary Document	<u>\$500</u>
Total	\$6,436

Saratoga Associates will complete the above scope of service on a time and materials basis with a not-to-exceed budget as presented above. Any work requested exceeding the Scope of Work, or beyond the fee proposed above, must be approved in writing by an authorized representative of the project sponsor before such work is undertaken by Saratoga Associates. Reimbursable expenses will be invoiced at cost plus 10%.

This estimated fee is based on a general understanding of the STAMP site concept plan. Saratoga Associates reserves the right to modify the scope and fee once a revised concept plan is provided.

Matthew Fitzgerald

February 25, 2022

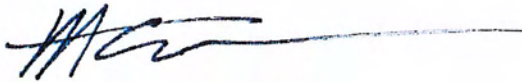
Page 3 of 3

PROJECT SCHEDULE

Saratoga Associates anticipates that the proposed Scope of Services shall be completed within a mutually agreeable time schedule.

If you have any questions or require clarification, please do not hesitate to call.

Very truly yours,

A handwritten signature in black ink, appearing to read 'M. Allen', with a long horizontal line extending to the right.

Matthew W. Allen, RLA

Principal

Saratoga Associates

SARATOGA ASSOCIATES

Landscape Architects, Architects, Engineers, and Planners, P.C.

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February 25, 2022

Matthew Fitzgerald
Associate
Phillips Lytle, LLP
One Canalside
125 Main Street
Buffalo, NY 14203-2887

Re: Proposal Submission – Additional Project Visualization Services – GCEDC STAMP Site

Dear Mr. Fitzgerald:

Saratoga Associates is pleased submit this proposal to provide additional project visualization services for the Genesee County Economic Development Council (GCEDC) Science & Technology Advanced Manufacturing Park (STAMP) site.

PRIMARY SCOPE OF SERVICES

Visualization of Substation from Nation's Territory

Saratoga Associates previously provided virtual visualizations of the proposed "112 Line" as viewed from the Nations Territory. To simulate the degree of visibility of the proposed substation from the Nation's Territory we would revise the previously prepared 3D model data and provided visualizations from the same vantage points. Visualizations would depict the proposed building from three vantage points at four incremental vegetative setback distances; no setback, 50-foot setback, 100-foot setback and 200-foot set-back from the STAMP/Nation's Territory property line.

Saratoga Associates will provide a brief written report documenting the methodology used to develop project visualizations and summarizing potential project visibility from the adjacent property.

Proposed Fee: \$2,000

Saratoga Associates will complete the above scope of service on a time and materials basis with a not-to-exceed budget as presented above. Any work requested exceeding the Scope of Work, or beyond the fee proposed above, must be approved in writing by an authorized representative of the project sponsor before such work is undertaken by Saratoga Associates. Reimbursable expenses will be invoiced at cost plus 10%.

Matthew Fitzgerald

February 25, 2022

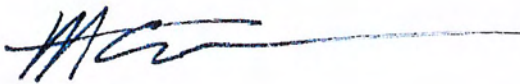
Page 2 of 2

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Matthew W. Allen, RLA

Principal

Saratoga Associates

SARATOGA ASSOCIATES

Landscape Architects, Architects, Engineers, and Planners, P.C.

Consultant for evaluation of Traditional Cultural Property (TCP) issues

Discussion: 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 the substation on the STAMP site.

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

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

kta preservation specialists

422 Parker Avenue
Buffalo, New York 14216
716.864.0628
Email: ktraynor@kta-preservation.com

February 24, 2022

Genesee County Economic Development Center Leadership Genesee Class of 2002
99 MedTech Drive
Suite 106
Batavia, NY 14020

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

RE: Consultation – Preparation of Cultural Resource Screening Reports (Historic Resources) for a “STAMP Substation” on the Northern Portion of the STAMP Site.

Dear Mr. Masse,

The Genesee County Economic Development Center (“GCEDC”) plans to develop the Western New York Science & Technology Manufacturing Park (STAMP) on approximately 1,261.7 acres of land (Project) in the town of Alabama, New York. The STAMP Site is within the Tonawanda Seneca Nation’s ancestral territory and adjacent to its treaty-protected, federally recognized Reservation (Nation’s Territory). The United States Army Corps of Engineers, Buffalo District (the Corps), in consultation with the New York State Office of Parks, Recreation and Historic Preservation State Historic Preservation Office (SHPO) has determined the proposed project’s Area of Potential Effects (APE) are parcels where the character or use of historic properties, if any exist, may be altered by the associated development. It has also been determined that additional development at the STAMP Site outside of the APE may have direct and/or indirect adverse effects on historic properties. A Traditional Cultural Property (TCP) investigation is being undertaken by others to evaluate the eligibility of the Nation’s Territory for listing on the National Register of Historic Places (National Register). Archaeological investigations have been conducted to evaluate and identify archaeological properties on the STAMP Site. A Letter of Resolution (LOR) between the New York State Department of Conservation (DEC), SHPO, and the GCEDC has been executed.

Kta preservation specialists proposes the following scope of work for the preparation of a Cultural Resource Screening Report (Report) to identify potential National/State Eligible historic resources (buildings, sites, objects, structures, districts) identified in the New York State Cultural Resource Information System (CRIS), outside the APE, within the Nation’s Territory, which is located adjacent to the western boundary of the

<https://www.kta-preservation.com/>

Project. In this way potential direct and/or indirect adverse effects on historic resources can be evaluated from the proposed Project, which involves the development of a STAMP Substation on the northern portion of the STAMP Site. The Report will also identify applicable National Register Criteria and how the proposed project impacts may affect those criteria.

Report Work Scope

The Reports will be conducted using a methodology in accordance with the New York State Education Department's *Work Scope Specifications for Cultural Resource Investigations* (NYSED 2004). The methodology and criteria used to evaluate properties are codified in the *Code of Federal Regulations, Title 36: Part 60* and reprinted in the National Park Service Publication *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. The guidelines followed for the evaluation and identification of National Register Eligible properties/districts are contained in the National Park Service Publications *Standards and Guidelines for Evaluation; Standards and Guidelines for Identification; and Guidelines for Local Surveys: A Basis for Preservation Planning*. The historic resources survey of the properties will be conducted through archival and literature searches, and historic map analysis. (Note: field investigation will not be conducted on the Tonawanda Creek Reservation.) The intent is to identify guidelines and criteria of specific relevance to the history and property types in the study area. By applying the strict rigor of the Department of the Interior (National Park Service), in addition to state and local criteria for evaluation, a comprehensive survey of the historic resources will be produced.

The Historic Context section of the Report will be a thorough study and analysis of the historic trends and themes that influenced social, cultural, economic, political, and industrial growth and development in the study area on a local, state, national, and international level. How these developments were manifest in the built environment will be studied using an historic map analysis of the project area to identify broad development patterns that can then be evaluated in conjunction with the historic trends and themes identified. Archival and literature research, and site file searches of local and state resources including, but not limited to, NYS-OPRHP, Local History Archives, and in the City Planning and Engineering Departments will facilitate study of the historic context.

The study and analysis of historic trends and themes, in conjunction with historic and contemporary map analysis will provide the information necessary to evaluate the properties applying all the National Register Eligibility Criteria to determine both individually potentially eligible properties, and the potential for a historic district.

Analysis of the information using maps and charts will be conducted to determine the number and distribution of resources. Having completed the Report, the investigator will note the existing condition of the property and potential direct and/or indirect impacts from the proposed project.

Project Tasks

- Mapping (2 hours)
- Draft Report (6 hours)
- Final Report (2 hours)
- Consultation/Meetings (2 hour)

Total Hours: 12

Deliverables

- Submission electronic copy of Report to GCEDC

The Report scope does not include any existing conditions documentation except as described above. The above hourly estimate represents a 'not to exceed' number. Any significant increase in the number of hours allotted for each task or additional scope must be approved by GCEDC.

The anticipated fee for the preparation of a Cultural Resource Screening Report as described above is One Thousand Four Hundred & Forty dollars (\$1,440.00).

Sincerely yours,



Kerry L. Traynor
Preservation Specialist

Cost and Work Scope Approved:

Signed _____

Title _____

Date _____

Limited Water Sampling Program

Discussion: In conjunction with the NYSDEC's review of the proposed WWTF to be constructed at STAMP, they have identified some items in the waste stream that may require additional treatment above and beyond what has been designed. In order to determine what level of treatment may, or may not, be required the GCEDC wants to complete some analysis from the three different potential water sources for STAMP.

Fund Commitment: \$4,200 (\$3,700 plus the \$400 five day turn around) to be covered under the \$33 million.

Committee Action request: Recommend approval to the full Board the proposal for C & S Companies to perform the water sampling procedures and testing as approved by the NYSDEC.



February 24, 2022

Adam S. Walters, Esq.
Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, NY 14203-2887

**Re: Proposal for Professional Services
Limited Water Sampling Program
Three Sites in Western New York**

Dear Adam;

In response to your request, C&S Engineers, Inc. (C&S) offers this scope of services and fee to provide professional services related to a Limited Water Sampling Program at three properties located in Western New York ("Sites").

BACKGROUND

It is our understanding that Phillips Lytle LLP (Phillips Lytle) is supporting a client with the development of a wastewater treatment plant. As part of the permitting process, Phillips Lytle requires tap water sampling results. Sampling sites have been identified in Alabama and Pembroke, New York, and a third site in Niagara County is to be determined.

SCOPE OF SERVICES

To characterize the mercury content of tap water at the three locations, C&S will complete a water sampling program that consists of the following:

- C&S incorporated comments received from the NYSDEC on February 17, 2022 into this scope of work.
- C&S will work with Phillips Lytle to schedule the tap water sampling program. Sampling is assumed to occur at the three locations on the same day.
- In accordance with the guidance for sampling low-level mercury, C&S will provide two staff members for the sampling program.
- C&S will assess the plumbing system each sampling location and attempt to identify the water tap closest to the entry point in the structure.
- C&S will remove any screens, aerators or other devices from the tap.
- C&S will turn on the tap of each location and allow the water to flow at a maximum rate for a minimum of five minutes, after which C&S will reduce the flow rate and collect the samples by dipping the pre-cleaned bottles supplied by the laboratory into the flow of the tap water.
- Two samples will be collected from each location. C&S will also collect a blind duplicate sample for quality assurance/quality control purposes at each location. One equipment blank will be collected.
- The tap water samples will be analyzed for low-level mercury using USEPA Method 1631E.
- The analytical results will be forwarded to Phillips Lytle immediately up receipt. C&S will provide a letter report that summarizes the sampling activities and results.

SCHEDULE

C&S understands that time is of the essence and anticipates completing the field program within three business days of receipt of notice to proceed. Sample results will be based on the turnaround time selected by Phillips Lytle, as detailed in the Proposed Fee section below.

PROPOSED FEE

C&S will perform the services described above on a lump sum basis. The fee is broken down to illustrate the sum of subconsultant / subcontractor fees.

▪ Laboratory Subconsultant	\$ 1,250
▪ C&S Labor and Expenses	\$ 1,200
▪ <u>Letter Report</u>	<u>\$ 1,250</u>
Total Fee	\$ 3,700

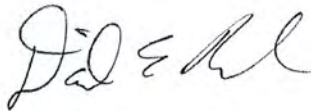
This fee is based on a sample turnaround of ten days. Should Phillips Lytle request expedited sampling the following additional costs for laboratory analysis would apply:

- Five-day: +\$400
- Three-day: +\$650
- Two-day: +\$1,000

Thank you for the opportunity to provide this proposal for services. Should you have any questions regarding this proposal or require additional information, please feel free to contact me at your earliest convenience.

Sincerely,

C&S ENGINEERS, INC.



Daniel E. Riker, P.G.
Department Manager – Environmental Services



The terms and conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters are set forth in Terms and Conditions (Environmental Investigation and Remediation Monitoring Services), attached hereto as Exhibit A. This proposal, together with attached Exhibit A, constitutes the entire agreement between us in respect to the project and may only be modified in writing and if executed by both parties. If this proposal, together with its governing terms and conditions, description of services to be rendered, and fee set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return one copy to the undersigned. A signature below will serve as notice to proceed and constitutes acceptance of this proposal which, together with attached Exhibit A, constitutes an Agreement between C&S Engineers, Inc. (ENGINEER) and Phillips Lytle LLP (CLIENT). This proposal will remain open for acceptance for 30 calendar days from the date of the proposal unless modified by us in writing.

ACCEPTED THIS DAY OF _____ 2022

By:

Authorized Representative's Signature

Title

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