



Meeting Agenda – STAMP Committee

Genesee County Economic Development Center

Tuesday, November 30, 2021 - 12:00 p.m.

Location: Innovation Zone Conference Room, Suite 107 and Electronically via Zoom

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: 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. 1b. Enter Public Session	P. Zelif	
2-4	2. Chairman’s Report & Activities 2a. Agenda Additions / Deletions / Other Business 2b. Minutes: October 5, 2021	P. Zelif	Vote
	3. Discussions / Official Recommendations to the Board:		
5-10	3a. Visual Impact Study	M. Masse	Disc / Vote
11-13	3b. Underground Tank Remediation	M. Masse	Disc / Vote
14-17	3c. National Grid Marshalling Yard Agreement	M. Masse	Disc / Vote
18-28	3d. Reimbursement Agreement with the Town of Shelby	M. Masse	Disc / Vote
29-45	3e. Approval of Easement Agreement & Payment	M. Masse	Disc / Vote
46-49	3f. Consultant for Evaluation of Traditional Cultural Property (TCP) Issues	M. Masse	Disc / Vote
50-53	3g. e3communications STAMP Contract	J. Krencik	Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting

Tuesday, October 5, 2021

Location: Innovation Zone

1:00 p.m.

MINUTES

ATTENDANCE

Committee Members:	C. Yunker, P. Zelif, M. Clattenburg
Staff:	M. Masse, J. Krencik, S. Hyde, C. Suozzi, L. Casey
Guests:	R. Crossen
Absent:	A. Vanderhoof

1. Call to Order / Enter Public Session

P. Zelif called the meeting to order at 1:00 p.m. in the Innovation Zone.

1a. Executive Session

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 1:01 p.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.

The motion was seconded by M. Clattenburg and approved by all members present.

1b. Re-Enter Public Session

C. Yunker made a motion to enter back into public session at 1:43 p.m., seconded by M. Clattenburg and approved by all.

2. Chairman's Report & Activities

2a. Agenda Additions / Other Business –

M. Clattenburg made a motion to remove agenda item 3c, STAMP Substation Letter of Intent; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Zelif - Yes
 C. Yunker - Yes
 A. Vanderhoof - Absent
 M. Clattenburg - Yes

The item was removed from the agenda.

2b. Minutes: August 5, 2021

M. Clattenburg made a motion to approve the August 5, 2021 minutes; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Zeliff - Yes
C. Yunker - Yes
A. Vanderhoof - Absent
M. Clattenburg - Yes

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Survey Bids for Work at STAMP – The GCEDC asked four companies for bids to survey the following at STAMP.

Base Bid:

1. Boundary survey with legal description, metes and bounds for new substation at north end of site. That boundary survey will then be split into two parcels with National Grid and NYPA being the two parties who will take ownership of the parcels upon subdivision. The survey work will need to be completed according to NYPA and National Grid specifications. See attachment A.
2. Boundary survey with legal description, metes and bounds for new 100 foot easement for National Grid for new 115 kV transmission line. The survey work will need to be completed according to National Grid specifications. See attachment B-1 and B-2.
3. Boundary survey with legal description, metes and bounds to be used to subdivide out the "Utility area" on the STAMP site. See attachment C.

Bid Alternate A:

4. Boundary survey with legal description, metes and bounds for an approximate 178 acres adjacent to the Tonawanda Seneca Nation Territory to be used for the filing of a conservation easement on four separate land parcels. All work needs to be coordinated with a representative from the Tonawanda Seneca Nation. See attachment C.

The results of the bids are as follows:

1. Base bid of \$10,450 and bid alternate of \$4,810 (total of \$15,260) – Frandina Engineering and Land Surveying
2. Welch & O'Donoghue no bid submitted
3. Townsend & Lamendola no bid submitted
4. Ravi Engineering and Land Surveying declined to bid

Fund Commitment: Not to exceed \$15,260 to Frandina Engineering and Land Surveying for STAMP survey work to be covered under the \$8 million ESD grant.

C. Yunker made a motion to recommend to the full Board the approval of the survey contract for STAMP to Frandina Engineering and Land Surveying as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zeliff - Yes
C. Yunker - Yes
A. Vanderhoof - Absent
M. Clattenburg – Yes

The item was approved as presented.

3b. Proposal to Update the Land Management Plan – In July of 2017, as part of the Incentive Zoning Agreement and to satisfy mitigation action proposed during SEQR review and identified in Findings Statements, the GCEDC agreed to put together a Long-Term Management Plan (LTP) to guide management of natural resources and land use on the STAMP site before, during and after development. This document was required to be updated every five years. As the first project is locating at STAMP there are several things that should be revisited and revised in the LTP before the next tenant commits. The Town of Alabama Planning Board is utilizing this document as part of their review process.

Fund Commitment: \$22,600 to be covered under the \$8 million ESD grant.

M. Clattenburg made a motion to recommend to the full Board the approval of the CC Environment and Planning proposal to update and revise the Land Management Plan not to exceed \$22,600; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Zeliff - Yes
C. Yunker - Yes
A. Vanderhoof - Absent
M. Clattenburg – Yes

The item was approved as presented.

3c. STAMP Substation Letter of Intent- This item was removed from the agenda.

4. Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 1:48 p.m., seconded by M. Clattenburg and passed unanimously.

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 power line re-reroute as well as a potential manufacturing facility. This will include photo simulations along with line-of-sight profiles.

1. CPL - \$11,500
2. Saratoga Associates - \$5,708

Fund Commitment: \$5,708 from the \$33 million.

Board Action Request: Approval of payment of \$5,708 to Saratoga Associates for the visual assessment and profiles.



ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

November 11, 2021

Mr. Mark Masse, CPA
Senior Vice President of Operations
GCEDC
99 MedTech Drive, Suite 106
Batavia, New York 14020

**RE: PROPOSAL FOR VISUAL IMPACT ANALYSIS
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
STAMP**

Dear Mark:

We are pleased to submit our proposal for a Visual Impact Analysis for the proposed 1250-acre Science and Technology Advanced Manufacturing Park (STAMP) in the Town of Alabama, NY. These efforts will include a visual assessment of the power line reroute and a potential manufacturing tenant located on the north campus of STAMP. Our proposal is based on our intimate knowledge of the STAMP project and our significant involvement in its development over the past fifteen years.

The following Scope of Services is included with our proposal:

Visual Impact Analysis

CPL will use drone technology to capture aerial videos and photographs of the powerline reroute and any additional information for the north campus manufacturing facility. We will also use drone technology to program a flight path with exact coordinates of each pole at the anticipated height and capture photographs of a balloon attachment at these locations. The same process will be used for the potential manufacturing facility to delineate the corners of the building.

Conceptual Renderings

The drone images and photos captured will be used to develop concept level renderings. The renderings will include basic detail for the designed pole locations and the manufacturing facility. We anticipate that 6-8 images will be developed from several vantage points along the STAMP western border.

Impact Analysis

All information gathered in the field and the conceptual plans will be combined into one report. The report will include the conceptual plans and a brief analysis of the impacts to the area.

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Summary

Our cost to provide to provide a Visual Impact Analysis services is a lump sum of **\$11,500**, including direct expenses.

We appreciate the opportunity to submit our proposal and look forward to working with all those involved. If you have any questions or require additional information, please contact me by phone at (585) 402-7506 or email AKosa@CPLteam.com. We would be happy to meet with you at any time to discuss our approach and qualifications in detail.

Very truly yours,

CPL

Andrew R. Kosa, P.E.
Principal Associate

Proposal Accepted By:

Signature: _____
GCEDC

Date: _____

SARATOGA ASSOCIATES

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

November 18, 2021

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

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

Dear Mr. Fitzgerald:

Saratoga Associates is pleased submit this proposal to provide project visualization services for the Genesee County Economic Development Council (GCEDC) Science & Technology Advanced Manufacturing Park (STAMP) site. We understand the primary need is to depict the degree of potential visibility and general visual character of a proposed relocated electric transmission line/corridor and a light manufacturing structure as may be viewed an abutting property.

PRIMARY SCOPE OF SERVICES

Task 1 – Photo Simulations

Saratoga Associates will provide conceptual photo simulations illustrating the likely degree of visibility and general visual character of the proposed relocated transmission line and possible light manufacturing facility as may be viewed from the abutting property.

Task 1 – Acquire Existing Condition Photographs - To complete this task Saratoga Associates will visit the STAMP site to acquire existing condition photographs. For the purpose of this proposal, we assume permission will be granted by the adjacent property owner allowing Saratoga Associates to take photographs from the abutting property.

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 2 - Photo Simulations - Photo simulations will be prepared by superimposing a rendering of a three-dimensional computer model of the proposed transmission line/corridor and light manufacturing building 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

Matthew Fitzgerald

November 18, 2021

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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. To the extent practicable, design details (e.g., precise location, elevation, dimension, form and color) of the proposed facility will be built into the 3D model and incorporated into the photo simulation.

To the degree such information is available, the project sponsor will provide all necessary site plan drawings to Saratoga Associates in AutoCad DWG format.

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 five (5) simulated vantage points will be provided.

In cases where existing conditions views from the adjacent property will be screened by existing woodland vegetation to remain the position of the proposed relocated transmission line and light manufacturing building behind foreground trees will be marked within the existing condition photograph by a dashed outline.

Task 3 – 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.

ALTERNATIVE SCOPE OF SERVICES

If permission is not granted for Saratoga Associates to photograph from the abutter's property the following alternative methods may be used to communicate potential project visibility:

Alternative 1 – Line-of Sight Profiles - Line-of-sight profiles can be prepared from a number of locations on the adjacent property to illustrate the degree of potential project visibility along specific sight lines. Line-of-sight profiles would include the screening value of existing topography and vegetation.

For the purpose of this proposal, we assume line-of-sight profiles will be prepared from up to five (5) view locations.

Alternative 2 – Virtual Photo Simulations - Saratoga Associates can also construct fully modeled virtual views (e.g., not based on an existing condition photograph) from the abutter's property approximating system visibility through existing vegetation to remain in leaf-off-season. This technique may be desirable in cases where it is necessary to communicate a more realistic and understandable visualization of the future scene than can be achieved by line-of-sight profiles alone.

For the purpose of this proposal, we assume five (5) simulated vantage points will be provided.

SARATOGA ASSOCIATES

Matthew Fitzgerald
November 18, 2021
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ESTIMATED FEE AND TERMS

Task 1 – Acquire existing condition photography (includes travel time & expense)	\$1,936
Task 2 – Photographic Simulation (assume 5 views)	\$3,272
Task 3 – Summary Document	<u>\$500</u>
Total	\$5,708
Alternative 1 – Line-of-Sight Profiles	\$2,032
Alternative 2 – Virtual Photo Simulations	\$4,232

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%.

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,



Matthew W. Allen, RLA
Principal
Saratoga Associates
SARATOGA ASSOCIATES
Landscape Architects, Architects, Engineers, and Planners, P.C.

Underground tank removal at STAMP

Discussion: During the site work that Plug Power has undertaken at the STAMP site they came upon a previously unknown underground 300 gallon fuel tank. This tank was not identified on the Phase 1 Environmental Site Assessment that the GCEDC had performed prior to acquisition. Plug has sent over the change order with their contractor that shows a cost of \$6,309.50.

Fund Commitment: \$6,309.50 from operations, including land lease revenue received for STAMP for 2021.

Board Action Request: Approval of payment of \$6,309.50 to Plug Power (or affiliate) for the removal of the underground fuel tank.

Marshalling Yard Agreement with National Grid

Discussion: In connection with National Grid's re-route of the existing power line on the STAMP site they are looking to utilize up to five acres of land owned by the GCEDC as a marshalling yard for their equipment and materials.

Fund Commitment: None.

Committee Action request: Recommend approval to the full Board the marshalling yard agreement with National Grid.

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TEMPORARY USE AGREEMENT

This TEMPORARY USE AGREEMENT (“Agreement”), made this ___ day of October, 2021, is by and between **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** with an office at 99 MedTech Drive, suite 106, Batavia, NY 14020 (hereinafter “Owner”), and **NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID**, a corporation of the State of New York, with a place of business at 144 Kensington Avenue in the City of Buffalo, County of Erie, and State of New York (hereinafter “User”).

BACKGROUND:

WHEREAS, Owner has a certain parcel of land located on Crosby Road in the Town of Alabama, County of Genesee, State of New York, created by a Deed recorded in the Genesee County Clerk’s Office on March 20, 2014 at Book 904, Page 578. Said parcel is also known as SBL No. 10-1-42 (hereinafter “Owner’s Property”); and

WHEREAS, User desires the right to temporarily possess and use a portion of Owner’s Property as a storage yard for storing equipment and materials in the area shown on Exhibit A (the “Premises”); and

WHEREAS, Owner desires to grant such temporary use of the Premises and User desires to accept such grant of the Premises subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the parties hereto agree as follows:

1. This term of this Agreement shall be a month-to-month term beginning upon the commencement of activities on the premises and extending until the Premises are no longer needed.
2. During the Term of this Agreement, User shall have the exclusive right to use and possess the Premises for the temporary storage of equipment and materials, together with a non-exclusive right of ingress and egress over, across and upon the Owner’s Property. User may make improvements in said Premises to accommodate the stated activities.
3. The User shall, at the end of the Term, remove its materials and equipment and restore the Premises to substantially the condition it was in when same was delivered to User at the commencement of the Term.

4. The Owner hereby represents and warrants to User that (i) the Owner's Property (including the Premises) are owned in fee simple and that the Owner has good right to grant and convey the above-described rights to User, (ii) Owner will assist User in securing any governmental/agency approvals which may be required to support the use proposed by this Agreement, and (iii) User shall and may peaceably and quietly have, hold and enjoy the temporary rights granted hereunder during the Term without any manner of hindrance or molestation from the Owner.

IN WITNESS WHEREOF, the parties have executed this Temporary Use Agreement the day and year first above written.

OWNER:

USER:

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

**NIAGARA MOHAWK POWER CORPORATION
d/b/a NATIONAL GRID**

_____ L.S. By: _____
Real Estate Dept.

STATE OF)
COUNTY OF) SS.:

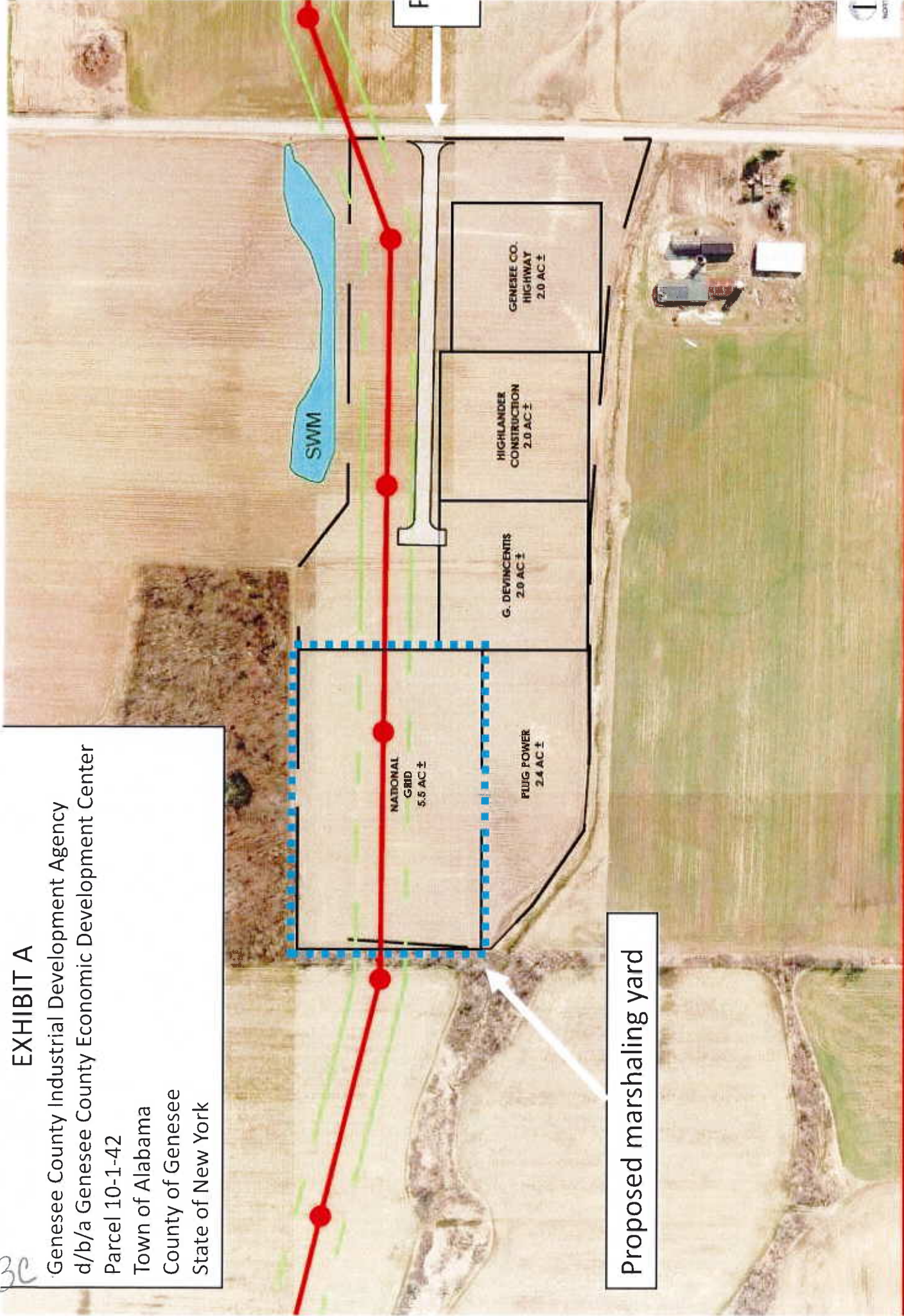
On this _____ day of _____, in the year 2021, before me, the undersigned, personally appeared _____ of GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

3c

EXHIBIT A

Genesee County Industrial Development Agency
 d/b/a Genesee County Economic Development Center
 Parcel 10-1-42
 Town of Alabama
 County of Genesee
 State of New York



Proposed marshing yard

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Mark Masse

**STAMP Committee
November 30, 2021**

Reimbursement Agreement with the Town of Shelby

Discussion: The Town of Shelby has a proposal from their engineering firm, Wendel Companies, to provide a peer review of the engineering and planning efforts regarding the direct discharge into Oak Orchard Creek from the STAMP site.

Fund Commitment: Not to exceed \$5,000 to be covered under the \$8 million.

Committee Action request: Recommend approval to the full Board the reimbursement agreement with the Town of Shelby.

AGREEMENT

THIS AGREEMENT is entered into the 4th day of November, 2021, between the Town of Shelby ("Town"), with offices at 4062 Salt Works Rd., Medina, NY 14103 on behalf of the Town Council, and the Genesee County Economic Development Center ("GCEDC"), an industrial development agency formed under Section 18-A of the New York State General Municipal Law with offices located at 99 MedTech Drive, Suite 106, Batavia, New York 14020 ("GCEDC"), and Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC, with offices located at 375 Essjay Road, Williamsville, NY 14221 ("Wendel"), (collectively, the "Parties").

WHEREAS, the GCEDC and its affiliate, the Genesee Gateway Local Development Corporation ("GGLDC"), have been working for the last several years on the development of the Western New York Science & Technology Advanced Manufacturing Park ("STAMP"), an advanced manufacturing campus on approximately 1,250 acres of land in the Town of Alabama, New York located along the west side of New York State Highway 77/63 (north of Judge Road) approximately five miles north of the I-90/New York State Thruway ("STAMP Site"); and

WHEREAS, the GCEDC, and the Town of Shelby have had several discussions in regards to a potential sewer district to service the Stamp site; and

WHEREAS, JM Davidson Engineering, DPC completed discharge impact study to analyze the impact of discharging treated waste water from STAMP site at various volumes up to six million gallons per day; and

WHEREAS, the Town of Shelby has requested that there be an independent peer review of the findings related to the impact of the proposed infrastructure provided by GCEDC at GCEDC's expense up to \$5,000. The Town of Shelby has requested Wendel to provide a proposal limited to performing a peer review of the engineering and planning efforts undertaken to confirm the findings; and

WHEREAS, the Town of Shelby will incur expenses for professional services provided by Wendel relative to the Project; and

WHEREAS, the Town of Shelby requires reimbursement for expenses related to such services, and the GCEDC is willing to provide such reimbursement pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are acknowledged by the Parties, it is agreed as follows:

Section 1 Eligible Expenses. GCEDC agrees to reimburse the Town of Shelby for all expenses for professional services provided by Wendel, relating to the Project pursuant to the attached proposal (Exhibit A) from Wendel in an amount not to exceed \$5,000 (hereinafter "Eligible Expenses"); Provided that certain outside (non-Wendel) contractors' costs, as indicated in the proposal, are estimates, and as to those contracts, entered into by Wendel with express prior approval of the GCEDC the extra cost thereof, if any, will be reimbursed by GCEDC, as eligible expenses in the amounts approved by Wendel.

Section 2 Ineligible Expenses. The GCEDC shall not be obligated to reimburse the Town of Shelby for any fees, costs, charges, disbursements and/or expenses which are not Eligible Expenses.

Section 3 Payment/Reimbursement Process. Wendel shall submit periodic vouchers for work completed to date with an estimate as to the percentage of the work completed, backed up by reasonable detail of work represented thereby. The Town shall forward the vouchers to GCEDC upon receipt. The GCEDC shall within 30 days, audit such vouchers, and obtain any clarification it deems necessary from Wendel, and then forward as advance reimbursement the amounts vouchered to Town, which shall upon receipt, and after the next monthly Town Board meeting, pay Wendel. The Town may submit invoices for Eligible Expenses to the GCEDC for reimbursement along with a written request for payment ("Request for Payment"). Each Request for Payment with supporting invoices shall be sent by the Town to the GCEDC's address pursuant to Section 5 of this Agreement. The GCEDC reserves the right to request any additional forms and documentation that New York State may need to complete their review and reimbursement process.

Section 4 It is agreed that certain design, studies and permits may expire prior to actual construction, if any. Any work involving extension, re-study, re-permitting due to passage of time are not covered by this Agreement.

Section 5 Termination. GCEDC is obtaining funding for the work covered by this Agreement. If GCEDC's sources of funds are no longer available for any reason, GCEDC may notify the Town of Shelby and Wendel that the Agreement is immediately suspended, and no additional work shall be performed by Wendel unless and until funds become available. Provided however, all work performed by Wendel percentage increments prior to the Notice of Suspension shall be paid for by GCEDC, regardless of outside funding by the procedure set forth in Paragraph 3.

Section 6 Request to Proceed. Wendel shall proceed with its work upon receipt of a request to proceed from GCEDC addressed to the Town of Shelby.

Section 7 Notices. All notices provided for herein shall be directed to the Parties at the addresses set forth above, or at any other address provided in writing to the counter-party's current address of record. The Parties agree to update notice information as necessary.

Section 8 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

Section 9 Waiver. A waiver of any of the terms and conditions hereof shall not be deemed a continuing waiver, but shall apply solely to the instance to which the waiver is directed. No waiver of any of the terms of this Agreement shall be valid unless in writing, designated as such, and eradicated by the parties. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.

Section 10 Entirety of Agreement. The entire Agreement is contained herein. There are no other promises, representations, or warranties affecting this Agreement, and any other or different

terms and conditions in any purchase orders or other documents issued or accepted hereunder shall be deemed null and void.

Section 11 Authority to Enter Into Agreement. Each party hereby represents and warrants to the other that that it has the authority to enter into and perform its obligations under this Agreement; that it has received all necessary approvals required in order to enter into and perform its obligations under this Agreement and that entering into agreement does not violate any law, its organizational documents, or any agreement to which it is a party.

Section 12 Modification or Termination. No modification or termination of this Agreement shall bind either party unless expressly set forth in writing and manually signed and accepted by an authorized representative of the party sought to be bound by such writing.


Section 13 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Genesee County Economic Development Center

By: _____
Name: Mark A. Masse
Title: SR VP of Operations

Town of Shelby

By:  _____
Name: Jeff Smith
Title: Town Supervisor

Wendel WD Architecture, Engineering, Surveying &
Landscape Architecture, PC

By: _____
Name:
Title:

November 1, 2021

TOWN OF SHELBY

STAMP Discharge to Oak Orchard
Creek - Technical Assistance Services

Town of Shelby

Jeff Smith
Town Supervisor
4062 Salt Works Road
Medina, NY 14103



3d

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SUBJECT: TOWN OF SHELBY

Dear Supervisor Smith:

Wendel is pleased to submit this engineering proposal to the Town of Shelby for technical assistance to the Town related to the discharge of the proposed GCEDC sanitary sewer forcemain for the STAMP site.

A. SCOPE OF SERVICES

The following represents the anticipated scope of services to the Town of Shelby.

- Review the May 22, 2020, Report titled "Stamp Discharge Analysis to Oak Orchard Creek" and all associated appendices as developed by JM Davidson Engineering, D.P.C. (JMD).
- Independently complete the statistical analysis provided in the report to confirm or dispute the flows provided
- Review the HEC-RAS model created for the report to ensure that the geometric data, hydraulic boundary conditions, and flow conditions used are adequate for this study.
- Assess the summary discussion within the report to ensure that it properly reflects the analysis provided.
- Review Letter from the Town of Medina to the NYS DEC on September 2, 2021
- Review response to this letter from GCEDC on September 17, 2021, and JMD response letter from September 22, 2021
- Assess the responses provided by GCEDC and JMD to determine if we agree or disagree with the conclusions presented.
- Provide a letter report discussing the conclusions of the reviews and assessments completed by Wendel.
- Attend 1 (one) meeting with the Town of Shelby to discuss the letter report.

B. EXCLUSIONS

Any work not included in the scope of services above is excluded from this effort.

C. PROPOSAL FEE:

We trust the above scope of work meets the Town of Shelby's requirements. Wendel proposes to provide the scope of work above on a lump sum basis for a fee of \$4,900.00

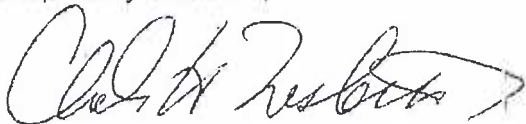
Fee Notes:

- 1) Expenses such as plotting costs, postage, telephone charges are included in the fee.
- 2) Should Wendel be required to perform additional services beyond those outlined above, Wendel shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.
- 3) Our fee and schedule proposal is valid for 60 days. If we do not receive a signed notice to proceed before that date, we reserve the right to re-evaluate our proposal.

D. TERMS:

This proposal and the attached "Appendix A" (Professional Services Terms and Conditions Excluding Services During Construction) are intended to represent the entire contractual relationship. Please contact me if you have any questions. If this proposal and attached general conditions are acceptable to you, please indicate your acceptance by signing both originals and return one (1) executed original to our office.

Respectfully Submitted,



Charles Nesbitt, Jr
Project Sponsor

3d

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E. AUTHORIZATION:

Should Wendel's proposal be accepted, Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C., a New York State licensed architecture and engineering firm that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Wendel" and we will refer to ourselves as Wendel throughout the project.

ACCEPTANCE / AUTHORIZATION:

Accepted this 4th day of November, 2021

Print Name: Jeffrey Smith

Signature: [Handwritten Signature]

Title: Supervisor - Town of Shelby

RETURN TO:

Wendel
ATTN: Scott Rybarczyk
375 Essjay Road, Suite 200
Williamsville, NY 14221

3d

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PROFESSIONAL SERVICES TERMS AND CONDITIONS

AGREEMENT. It is mutually understood and agreed that the Client's acceptance of the agreement to which these terms and conditions are attached constitutes an incorporation of these terms and conditions which, together with any attached supporting documentation, embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby and constitute a binding legal agreement ("Agreement"). If Wendel is authorized by the Client to provide services set forth in this Agreement or a Change Order, either orally or in writing, prior to formal acceptance of either, such authorization shall be deemed an acceptance of this Agreement effective as of the date Wendel commences providing the services, and such services shall be provided and compensated for in accordance with the terms and conditions contained in this Agreement.

STANDARD OF CARE/PERFORMANCE. Wendel shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. No warranty, guarantee or fiduciary relationship, either express or implied, is made or intended by this Agreement.

OBLIGATIONS OF WENDEL. Wendel will prepare the work and deliverables in a timely manner but it is agreed between the parties that Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was entered into. Wendel commits to provide adequate and qualified resources to meet the schedule, and will work with Proposal Recipient's management in a manner that enables management to make informed decisions.

OBLIGATIONS OF PROPOSAL RECIPIENT. Client will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Client will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address questions, unforeseen circumstances or other unexpected conditions that may arise.

PAYMENT. Progress payments shall be made in proportion to services performed and shall be due and payable within thirty (30) days of invoice submittal, without retainage. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal. Wendel reserves the right to suspend services if payment of any undisputed invoice amounts are sixty (60) days overdue.

CHANGE ORDERS. During the term hereof the scope of services and compensation therefor may be adjusted by mutually agreed upon written Change Orders hereto.

SUSPENSION AND TERMINATION BY WENDEL. If the Client (i) fails to timely make payments due, or (ii) suspends the work for more than ninety (90) calendar days for reasons other than the fault of Wendel, or (iii) substantially fails to perform in accordance with the terms of this Agreement through no fault of Wendel, then Wendel may suspend services or terminate this Agreement upon seven (7) days advance written notice to Client, and Client shall pay all sums due for services performed prior to suspension or termination and any costs attributable to suspension or termination. Upon any resumption of services, Fees and time schedules shall be equitably adjusted. Wendel may terminate this Agreement for convenience upon not less than seven (7) days written advance notice and Client shall pay all sums due for services performed prior to termination.

SUSPENSION AND TERMINATION BY CLIENT. If the Client suspends the work, Wendel shall be compensated for services performed prior to notice of such suspension and Client will be liable for any expenses incurred in the interruption and resumption of services. Upon resumption of services, Fees and time schedules shall be equitably adjusted. If the Client terminates this Agreement for its convenience, the Client shall compensate Wendel for Wendel's services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to Wendel's termination of consultant agreements. Client may terminate this Agreement for default upon not less than seven (7) days' advance written notice should Wendel substantially fail to perform in accordance with the terms of this Agreement through no fault of the Client.

HAZARDOUS MATERIALS. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Wendel, its affiliates, subconsultants and subcontractors, and their respective officers, directors, partners, employees, and agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum products, radioactive materials, or any other hazardous materials at, on, under, or from the work site.

OWNERSHIP OF DOCUMENTS. All the documents, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Wendel in any form, including machine readable format, (collectively "Documents") are instruments of Wendel's services and shall remain the sole property of Wendel. Wendel retains all ownership and all other rights, including copyrights, in all such documents.

LIMITATIONS ON USE OF DOCUMENTS. The Documents are prepared for use for the purpose and at the site identified in the Agreement or Change Order only and are not appropriate for use for any other purpose or site, except by the authorization and agreement in writing with the appropriate compensation to Wendel. Client agrees to release Wendel and its affiliates from any

PROFESSIONAL SERVICES TERMS AND CONDITIONS

liability associated with any unauthorized changes made to the Documents and their use thereof and further agrees to indemnify and hold harmless Wendel and its affiliates from any and all claims arising out of such changes or use.

MACHINE READABLE MEDIA. Where Wendel agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such Documents are not intended to replace the printed forms of such Documents. The content of the Documents supplied by Wendel in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by Wendel as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by Wendel and shall not alter, mediate or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of Wendel.

CONFIDENTIALITY. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees of Wendel and its affiliates, and other consultants who need such confidential information in order to meet contractual obligations under this Agreement.

PUBLICATION. Wendel has the right to photograph the work and to use the photos in the promotion of its professional practice through advertising, public relations, brochure or other marketing materials. Client agrees that Wendel has the authority to utilize its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors they retained for the work and to require all independent contractors and consultants to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers or fabricators retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WENDEL UNDER THIS AGREEMENT OR \$500,000.00 WHICHEVER IS LESS.

INDEMNITY. Each Party agrees to indemnify the other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by the Party's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

FORCE MAJEURE. Neither Party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.

AUTHORITY. Each Party represents and warrants to the other that it has the requisite authority to accept, deliver and perform this Agreement.

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 three easements:

1. Permanent Easement 1 and Temporary Easement 4 for a total of \$1,125
2. Permanent Easement 2 - \$500
3. Permanent Easement 5 - \$850

Fund Commitment: \$2,475 from the \$33 million.

Board Action Request: Approval of payment of \$2,475 to the holders of the easement numbers identified above.



RECEIVED

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

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

November 1, 2021

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
PE 1 and TE 4

Dear Mark,

Enclosed you will find the executed paperwork from Mr. & Mrs. Fuller. The compensation for the PE is \$625 and the compensation for the TE is \$500 for a total compensation of \$1,125. As per our discussions, the Fuller's are expecting their compensation check within 30 days of your receipt of this paperwork.

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

3e

30



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

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

November 15, 2021

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
PE 2

Dear Mark,

As per your request, I am forwarding this letter as a record for the compensation based on the \$2/lf, with a \$500 minimum for James Schultz (SBL# 101.-1-27). The total compensation for the PE is \$500.

Very Truly Yours,

RIGHT-OF-WAY PROFESSIONALS, LLC

A handwritten signature in black ink, appearing to read "Timothy J. Magyar".

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



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

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

November 15, 2021

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
PE 5

Dear Mark,

Enclosed you will find the executed paperwork from Jaffaya Center of Niagara Frontier, New York Inc. The compensation (total) for the PE is \$850.

Very Truly Yours,

RIGHT-OF-WAY PROFESSIONALS, LLC

A handwritten signature in black ink, appearing to read "Timothy J. Magyar".

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

STAMP POST TREATED EFFLUENT FORCE MAIN
EASEMENT AGREEMENT

(PERMANENT EASEMENT NO. PE-1)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN EASEMENT AGREEMENT (this "Agreement") is effective as of _____, 2021 (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 THOMAS A. FULLER and JEANNE C. FULLER, individuals having an address of 4957 Hellert Road, Medina, New York 14103 ("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. 101.-1-20.12) ("Grantor's Premises").

B. Under and through a portion of Grantor's Premises, 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").

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 Grantor's Premises and a permanent non-exclusive easement for access to and for the installation, maintenance, repair, replacement and operation of the Facility on and through Grantor's Premises for the benefit of Grantee's STAMP Project.

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, and Grantee's successors and/or assigns, a permanent, non-exclusive easement (the "Force Main 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 "Permanent Easement Area") for access to and for the installation, maintenance, repair, replacement and operation of the Facility for the benefit of the Grantee and the STAMP Project. Grantee is also granted the non-exclusive right to install, maintain, repair, replace and operate, as necessary, pipes, mains, conduits, lines and related appurtenances, equipment, devices, facilities and improvements.

2. Grantor hereby reserves unto the Grantee, its agents, successors or assigns, a temporary right of way, easement and privilege (the "Temporary Easement") on, through, over and under Grantor's Lands (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 Section of the Agreement shall automatically terminate.

3. Grantee shall install, operate, maintain, repair, alter and replace the Facility at Grantee's sole cost and expense. The Facility shall be and remain the property of Grantee, and Grantee's successors and assigns, forever. Notwithstanding, 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 Force Main 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.

4. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right, as applicable, to enter upon the Temporary Easement Area and Force Main 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.

5. 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 or Force Main Easement Area caused by or arising out of the exercise of the rights granted under this Agreement.

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

7. This Agreement, the Temporary Easement and the Force Main 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

[signature page to follow]

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

GRANTOR:

THOMAS A. FULLER

JEANNE C. FULLER

GRANTEE:

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

By: _____
Name: _____
Its: _____

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS A FULLER 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

3e

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared JEANNE C. FULLER 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

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

On the _____ day of _____ in the year 2021 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
PERMANENT EASEMENT NO. PE-1**

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 the intersection of the westerly right-of-way line of NYS Route 63 (South Gravel Road) (66 feet wide right-of-way), and the northerly line of tax account number 101.-1-29.12; thence,

- 1) Southerly, along the westerly right-of-way line of NYS Route 63, a distance of 302 feet, more or less, to a point; thence,
- 2) Westerly, through the lands of tax account number 101.-1-29.12, a distance of 30 feet, more or less, to a point 30 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 101.-1-29.12, along a line 30 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63, a distance of 275 feet, more or less, to the northerly line of tax account number 101.-1-29.12; thence,
- 4) Northeasterly, along the northerly line of tax account number 101.-1-29.12, a distance of 40 feet, more or less, to the Point of Beginning.

Permanent Easement, as described above, contains approximately 0.199 acre of land.

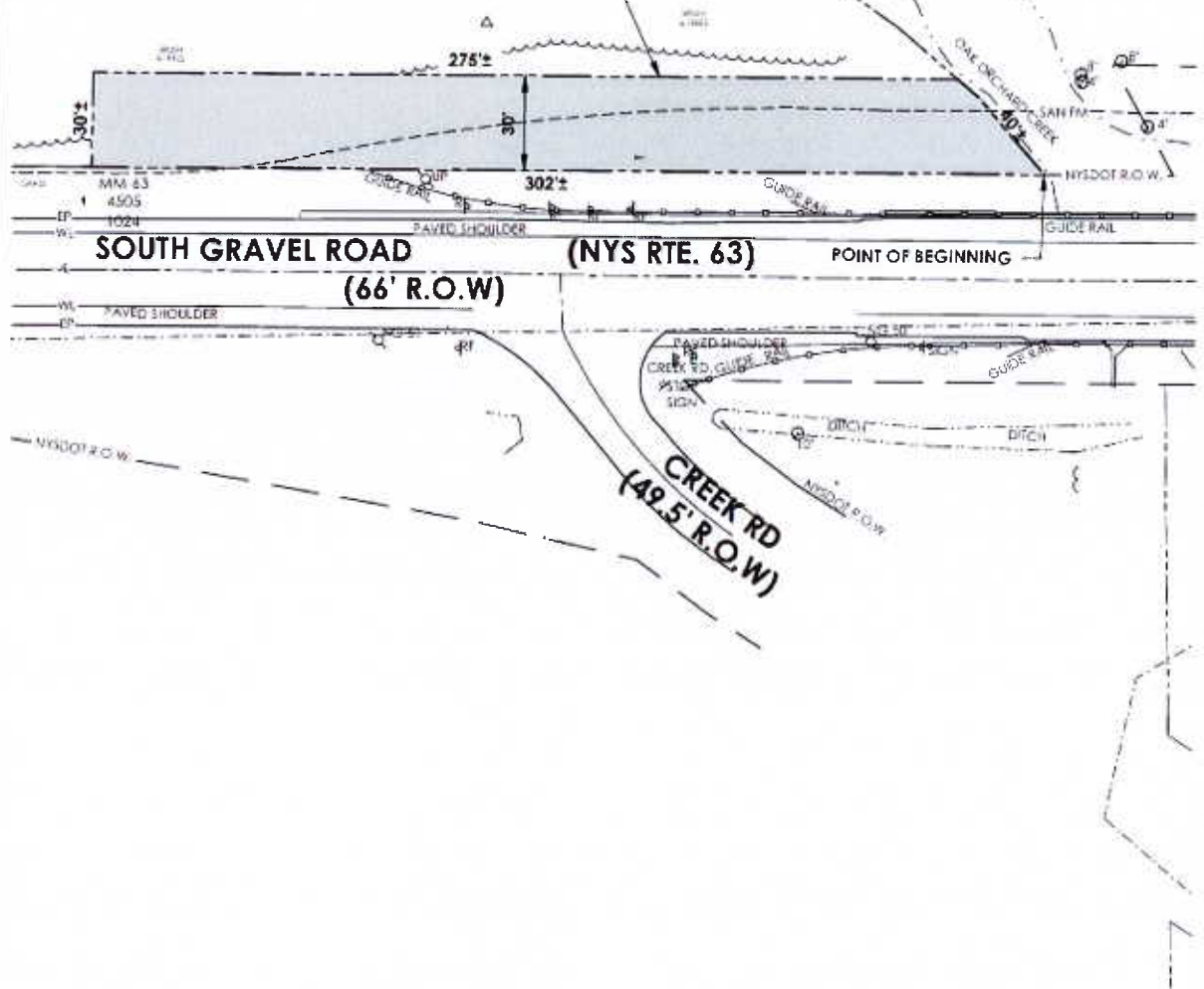
Lands of the Owner are subjected to a Temporary Construction Easement, coincident with and adjoining the above described Permanent Easement.

All as shown on a map prepared by CPL, entitled "Permanent Easement PE-1", dated February 23, 2021.



Fuller Sales & Leasing,
101.-1-29.12
5136

PERMANENT EASEMENT PE-1
0.199± ACRE



300 W. PAUL STREET, SUITE 300
ROCHESTER, NEW YORK 14604
TEL: (716) 274-9000
FAX: (716) 232-5434
CPLteam.com
ARCHITECTURE • ENGINEERING • PLANNING

DATE: 2/23/2021
DRAWN: NCH
CHECKED: JLA
SCALE: 1" = 50'
PROJ. #: 15981.00

PERMANENT EASEMENT PE-1
STAMP FORCE MAIN OFFSITE SEWER
TOWN OF SHELBY, ORLEANS COUNTY, NEW YORK

3e

STAMP POST TREATED EFFLUENT FORCE MAIN
TEMPORARY EASEMENT AGREEMENT

(TEMPORARY EASEMENT NO. TE-4)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN TEMPORARY EASEMENT AGREEMENT (this "Agreement") is effective as of _____, 2021 (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 THOMAS A. FULLER and JEANNE C. FULLER, individuals having an address of 4957 Hellert Road, Medina, New York 14103 ("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. 101.-1-29.12) ("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:

THOMAS A. FULLER

JEANNE C. FULLER

GRANTEE:

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

By: _____
Name: _____
Its: _____

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS A. FULLER 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

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared JEANNE C. FULLER 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

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

On the _____ day of _____ in the year 2021 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

3e

43

EXHIBIT "A"

**STAMP FORCE MAIN
TEMPORARY EASEMENT NO. TE-4**

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 the intersection of the westerly right-of-way line of NYS Route 63 (South Gravel Road) (66 feet wide right-of-way), and the southerly line of tax account number 101.-1-29.12; thence,

- 1) Westerly, along the southerly line of tax account number 101.-1-29.12, a distance of 15 feet, more or less, to a point 15 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63; thence,
- 2) Northerly, through the lands of tax account number 101.-1-29.12, along a line 15 feet westerly of and parallel to the westerly right-of-way line of NYS Route 63, a distance of 142 feet, more or less, to a to a point; thence,
- 3) Easterly, through the lands of tax account number 101.-1-29.12, along a line measured perpendicular to the westerly right-of-way line of NYS Route 63, a distance of 15 feet, more or less, to the westerly right-of-way line of NYS Route 63; thence,
- 4) Southerly, along the westerly right-of-way line of NYS Route 63, a distance of 142 feet, more or less, to the Point of Beginning.

Temporary Easement, as described above, contains approximately 0.049 acre of land.

All as shown on a map prepared by CPL, entitled "Temporary Easement TE-4", dated February 23, 2021.



Fuller Sales & Leasing,
101.-1-29.12
5138

TEMPORARY EASEMENT TE-4
0.049± ACRE

BRUSH
& TREES

143±

15

15±

NYS DOT R.O.W.
34H FM



POINT OF BEGINNING

142±

MM 63
4105
1024

34H FM

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

PAVED SHOULDER

NG 32

NYS DOT R.O.W.

FIELD

FIELD

FIELD

5093

Plotted by: nashville@nyc.gov

Drawn for address: 4/1/2021 1:16:44

Date last updated: 4/1/2021 1:16:44

Drawing Name: P:\PROJECTS\CPEDC\51547P\Utility\Drawings\Subproject\subproject\0201\1E-Long



205 ST. PAUL STREET, SUITE 500
ROCHESTER, NEW YORK 14604
TEL: (585) 274-9000
FAX: (585) 232-0835

CPLteam.com

ARCHITECTURE - ENGINEERING - PLANNING

DATE: 2/23/2021

DRAWN: NCH

CHECKED: ZJA

SCALE: 1" = 30'

PROJ. #: 15981.00

TEMPORARY EASEMENT TE-4

STAMP FORCE MAIN OFFSITE SEWER

TOWN OF SHELBY, ORLEANS COUNTY, NEW YORK

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 power line re-route project on the STAMP site.

Fund commitment: Not to exceed \$1,440, included in the \$33 million, under the regulatory, industry and permitting support budget line item.

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

November 18, 2021

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 the relocation and removal of a mile portion of the Lockport – Batavia #112 (“112 Line”) 115kV single circuit transmission line (the Project)

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 Project. In this way potential direct and/or indirect adverse effects on historic resources can be evaluated

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

3f

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from the proposed Project, which involves the decommissioning and removal of 1.2 miles of the existing Lockport – Batavia #112 115kV circuit (i.e., removal of 13 structures, Structures 174-184) and re-routing the circuit 1.9 miles around the southwestern end of the Science and Technology Advanced Manufacturing Park (STAMP) customer property (i.e., installation of 23 new structures, Structures 173½ – 184½). 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 two Reports 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 _____

Committee Report for November 30, 2021

Jim Krencik, Director of Marketing & Communications

E3communications WNY STAMP Public Relations and Social Media Services Contract

Discussion: e3communications, a professional media and public relations firm/ consultant supports the Genesee County Economic Development Center's STAMP project through active stakeholder public relations services. In 2021, assistance supported all levels of STAMP planning, sales and marketing, notably services in support of the Plug Power project's announcement and related activities.

e3communications also maintains and expands dedicated social media channels to promote and market WNY STAMP to various audiences, including those in economic development, workforce and higher education among others. This content also supports the GCEDC's sales and marketing activities for the STAMP site, including directly with active sales leads.

Fund Commitment: \$24,000 fund commitment. Funding is available and budgeted in the 2021 GCEDC Operations/Marketing budget and maintains costs at previous levels. National Grid has provided grant reimbursements of 25% of services in 2021 and a National Grid grant has been requested to reimburse the agency for 25% of the contract amount in 2022.

Board Action Request: A renewal of services for the Jan. 1, 2022 to Dec. 31, 2022 period of \$24,000 per year.



November 12, 2021

Mr. Mark Masse
Senior Vice President, Operations
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)

Dear Mark:

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 2022.

- 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 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, 2022 until December 31, 2022 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