



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Tuesday, October 30, 2018
 Location: GCEDC Conference Room; 10:30 a.m.

Page #s	Topic	Discussion Leader	Desired Outcome
	1. Call to Order – Enter Public Session	P. Zelif	
	2a. 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 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.	P. Zelif	Vote
	2b. Enter Public Session		
	3. Chairman's Report & Activities	P. Zelif	
2-4	3a. Agenda Additions / Other Business		
	3b. Minutes: October 2, 2018		
	4. Discussions / Official Recommendations to the Board:		
5	4a. \$33M STAMP Grant Draw Review YTD	M. Masse	Discussion
	4b. Construction Update	M. Masse	Discussion
6-8	4c. Verizon Wireless Invoice – Road Widening Project	M. Masse	Disc / Vote
9-13	4d. Phase III Archeo Contract Amendment	M. Masse	Disc / Vote
	5. Adjournment	P. Zelif	Vote



October 2, 2018
STAMP Committee Meeting - GCEDC
Andrews Conference Room
10:30 a.m.

MINUTES

ATTENDANCE

Committee Members: P. Battaglia, A. Vanderhoof, P. Zelif
 GCEDC / GGLDC Board Members:
 Staff: M. Masse, E. Richardson, S. Hyde, J. Krencik
 Guests:
 Absent: C. Yunker

1. Call to Order / Enter Public Session

P. Zelif called the meeting to order at 10:32 a.m. in the Andrews Conference Room.

2. Executive Session

P. Battaglia made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 10:32 a.m., for the following reasons:

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

The motion was seconded by A. Vanderhoof and approved by all members present.

Re-Enter Public Session

P. Battaglia made a motion to enter back into public session at 10:45 a.m., seconded by A. Vanderhoof and approved by all.

3. Chairman's Report & Activities

3a. Agenda Additions / Other Business –

3b. Minutes: September 4, 2018

P. Battaglia made a motion to approve the minutes from September 4, 2018; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

P. Zelif - Yes
 P. Battaglia - Yes
 C. Yunker - Absent
 A. Vanderhoof- Yes

The item was approved as presented.

4. Discussions / Official Recommendations to the Board:

4a. \$33M STAMP Grant Draw Review YTD – M. Masse reminded the Committee that the imprest account has been set up and on January 12, 2018 Empire State Development (ESD) deposited \$15.1M into the account. The first 6 Grant Utilization Request Forms (GURF) have been submitted and authorization has been received to release those funds. The requests have taken approx. 10 days to receive approval. GURF #7 was submitted and is awaiting approval.

4b. Construction Update – M. Masse shared that the sign has been installed at the entrance of the STAMP site. The phase I water project is substantially complete, and the Phase II is expected to be substantially complete by the end of October. Bids were opened for the demolition of the remaining houses. National Grid is almost done relocating the poles and lines for the Route 63/77 widening.

4c. Recommendation for Award of Demolition of Structures Contract - The GCEDC ran an advertisement requesting bids for the demolition of 6 houses and 1 barn, along with asbestos remediation on five of the structures. A total of seven companies requested copies of the bid documents, and a total of two bids were received, and publicly opened on September 14, 2018 at the GCEDC offices. The bids were as follows:

1. \$322,250.00 – Dan's Hauling & Demo, Inc.
2. \$354,895.00 – Caysea Contracting Corp.

After reviewing the bids for completeness, Clark Patterson Lee recommends that the Board pass a resolution "Accepting all Base Bids received from Dan's Hauling & Demo, for a total amount of \$322,250.00 and awarding the contract to them."

P. Zelif requested that M. Masse check with CPL to ensure that Caysea did not include the air monitoring in their base bid. The difference in the two contracts is suspiciously similar to the air monitoring contract we will be voting on next.

This contract is to be covered under the \$33M ESD Grant.

A. Vanderhoof made a motion to recommend accepting all base bids received from Dan's Hauling & Demo, for a total amount of \$322,250.00 and awarding the contract to them for demolition of structures at the STAMP site, reserving the right to accept the other bid if a second review of the bids shows air monitoring included; the motion was seconded by P. Battaglia. Roll call resulted as follows:

P. Zelif - Yes
 P. Battaglia - Yes
 C. Yunker - Absent

A. Vanderhoof- Yes

The item was approved as presented.

4d. Recommendation for Award of Air Monitoring Contract - Clark Patterson Lee solicited three bids for the air monitoring of the demolition of structures at the STAMP site. Based on the company's daily monitoring rate, and assuming a 50-day schedule for demolition, the bid results are as follows:

1. \$23,966.00 AEG Environmental Group
2. \$21,250.00 Lozier Environmental Consulting, Inc.
3. \$22,134.00 Sienna Environmental Technologies

This contract is to be covered under the \$33M ESD Grant.

P. Battaglia made a motion to recommend accepting the low bid by Lozier Environmental Consulting, Inc. for Air Monitoring Services, not to exceed \$22,000; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

P. Zeliff - Yes
P. Battaglia - Yes
C. Yunker - Absent
A. Vanderhoof- Yes

The item was approved as presented.

5. Adjournment

As there was no further business, A. Vanderhoof made a motion to adjourn at 10:55 a.m., seconded by P. Battaglia and passed unanimously.

\$33M STAMP Grant Activity Review YTD

	Draws #1-13	GURF #4	GURF #5	GURF #6	GURF #7	GURF #8
	GURFs #1-3					
Total Draw Amount:	\$ 4,899,065.32					
Total GURF Amount:	\$ 4,322,284.82	\$ 443,881.72	\$ 529,912.09	\$ 198,487.74	\$ 137,770.89	\$ 33,726.95
Date of ESD request:		6/11/2018	7/24/2018	8/24/2018	9/26/2018	10/23/2018
Date ESD funds were Approved:		6/21/2018	8/1/2018	8/29/2018	10/3/2018	10/24/2018

Cumulative Amount of Grant Funds Expended:
 Grant Amount: \$ 33,000,000.00
 Request in Process: \$ (10,565,129.53)
Grant Balance Remaining: \$ 22,434,870.47

Mark Masse
GCEDC STAMP Committee
October 30, 2018

Verizon invoice for relocating telecommunications lines and pole removal for road widening

Discussion: As part of the road widening project on Route 77/63, National Grid has installed new poles and have relocated their lines. Verizon now needs to move their telecommunications lines and remove the old poles. Their invoice to complete this work is \$23,589.77. We paid for this work on Route 63 when those utility poles needed to be relocated as well.

Fund commitment: \$23,589.77 covered under the \$33 million.

Committee action request: Recommend approval of paying the \$23,589.77 invoice from Verizon for the work in connection with the pole relocation for the road widening project on Route 63/77.



RECEIVED

OCT 16 2018

RECEIVED

OCT 16 2018

October 12, 2018

Genesee County Economic Development Center
Mark Masse
99 Med Tech Drive, Suite 106
Batavia NY

RE: RE: 4AOG8WH

Dear Mark Masse

This is in response to your request for Verizon - New York, Inc. to perform the following work:

State Route 77, Allegany Road, south from Ham Rd for Approx 2,100 ft. Plant relocation to accommodate road widening. Vz will purchase interest in 12 poles placed by EICo National Grid. This cost is included in totals.

In addition to the advance payment listed below, you will be required to provide the following:

Customer has to provide proof of tax exempt status.
Customer has provide notice of both Cable TV and National Grid Completing their work.

We have estimated that the cost of this work effort will be : **\$23,589.77**
Credit for previously paid Engineering Design Charge:
Balance due to Verizon-New York, Inc.

Please be advised that New York State Regulation 16NYCRR Part 602.5(b) requires that you select one of two billing options prior to our proceeding with this work. You can elect to be charged either a binding estimate or on an actual cost basis. Also, your billing option decision, once made, is irrevocable.

If you select the **Binding Estimate Option** you will pay the estimated cost (provided in this letter) prior to the start of any work. You will not be required to make additional payments if the estimate is less than the actual cost, nor will you receive a refund if the estimate is greater than the actual cost. **However, should you change the scope of the project, or your actions impact our ability to perform the work within the bounds of the original estimate, a revised estimate would be prepared and an additional Advance Payment would be required.**

If you select the **Actual Cost Option** you will pay the estimated cost (provided in this letter) prior to the start of any work. Upon job completion, you will be issued either a refund for any overpayment or an invoice if the actual costs exceeded advance payments received. Any unapplied portion of advance payments will be refunded to you within sixty (60) days of the final bill or cancellation of the job.

If you agree to these terms, please check below next to the billing option you have chosen and sign.

Do not submit payment at this time. Forward this signed letter of agreement (only) to the below address.

**Verizon - New York, Inc.
Attn: Reimbursable Engineer - S. Boyce
500 Summit Lake Dr., Flr. 3
Valhalla, NY 10595**

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If you are signing for a company or other entity, then by signing below, you warrant that you are authorized to bind the company or entity to the terms of this letter agreement.

Upon receipt of your signed agreement the documentation will be forwarded to our billing center which will send detailed instructions for making the advance payment. Your work order will be released for scheduling with our Construction Department once the advance payment is received.

Verizon shall not be responsible to the extent its performance is delayed or prevented due to causes beyond its control, including but not limited to acts of God or the public enemy, terrorism, civil commotion, embargo, acts of government, any law, order, ordinance, regulation, or requirement of any government, fires, explosions, weather, quarantine, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of Verizon.

Should you have any questions or concerns regarding these **contract terms, price or scheduling** please contact: **Robert G. McCarthy at 716.840.8748**

Please be advised that the price estimate quoted above is only valid for sixty (60) days from the date of this letter. If this work request is cancelled after you have signed the agreement, you will be billed for any Engineering and Construction cost incurred after the date of signature that may include the cost to place and/or remove facilities.

If we do not receive this signed agreement and your full advance payment within this sixty (60) day period, we will assume you do not want the work to be undertaken and the project will be **cancelled**.

Additionally, if your organization is tax exempt, and you have not already done so, please submit a tax exempt form along with your signed contract.

Thank You,

Simone Boyce
Reimbursable Construction Engineer

SELECT ONE:

Bill me on a Binding Estimate Basis

Bill me on an Actual Cost Basis

I agree to the terms of this agreement:

Accepted: _____

Print Name & Title _____

Company: _____

Billing Address: _____

Telephone #: _____

Date: _____

Mark Masse
GCEDC STAMP Committee
October 30, 2018

Amendment to Phase III cultural resource contract at STAMP

Discussion: In October of 2017, the GCEDC approved a contract with CC Environment and Planning to complete the Phase III archeological work. Phase III consists of removal of all potential artifacts from the areas identified and compliance with section 106 of the National Historic Preservation Act. One component of this work was hiring a contractor with an excavator to strip the soil for the removal of the artifacts. At the time the contract was approved, there was an estimate included for the number of hours of work required for the excavator. Now that we are progressing with the work, that estimate needs to be revised based on the actual time needed to complete the work, which has been more than originally estimated. The original contract amount was \$217,600 for UB which we are within budget to complete.

Fund commitment: \$12,000 to be covered under the \$33 million.

Committee action request: Recommend approval to full Board the amendment to the Phase III archeological work contract at the STAMP site.



CC Environment & Planning

Sheila S. Hess
Principal Ecologist/CEO

October 24, 2018

Genesee County Economic Development Center
Attn: Paul Battaglia, Board Chair
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Amendment to STAMP Phase III Archeological Data Recovery Investigation

Dear Mr. Battaglia:

This letter serves as a proposed amendment to the STAMP Phase III Archeological Data Recovery Investigation. The Contract agreement executed on October 6, 2017 between CC Environment & Planning and Genesee County Economic Development Center is enclosed for reference.

This amendment reflects a contract increase of \$12,000 to complete mechanical stripping and replacement of soil at the Phase III sites. The original budget was based on estimates provided by the archeologist team from the University of Buffalo (UB). The budget covered an excavator (minimum 160 linkbelt, 38,000 lbs with a 5' smooth bucket) and operator for 10 days to provide mechanical stripping working alongside an archeologist field crew from UB. A little more than half of the soil stripping has been completed using all 10 days budgeted for this work. The archeologist field crew has minimized the remaining required earthwork to the maximum degree practicable however the Phase III data recovery requires an additional eight days of mechanical stripping, reflected in the amendment request figure above. This amendment request and letter does not otherwise alter the purpose or specific provision of the original agreement.

ACCEPTANCE

The signatures below indicate acceptance of this amendment as stated above.

Sincerely,

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

For Genesee County Economic Development Center:

Signature of Authorized Representative

Date

Enclosure

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CC Environment & Planning

Sheila S. Hess
Principal Ecologist/CEO

September 28, 2017

Genesee County Economic Development Center
Attn: Paul Battaglia, Board Chair
99 MedTech Drive, Suite 106
Batavia, NY 14020

Re: Phase III Archeological Data Recovery Investigation for STAMP

Dear Mr. Battaglia:

I am pleased to submit the following proposal on behalf of CC Environment & Planning to provide continued environmental review and permitting services toward development of the STAMP project in the Town of Alabama, Genesee County, NY. 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 the Contractor are as follows:

IMPLEMENTATION/SERVICES

Objective

The objective of this proposal is to complete Phase III cultural resource investigation and mitigation necessary to assure compliance with Section 106 of the National Historic Preservation Act (1966). All work will conform to State Historic Preservation Office (SHPO) and New York Archaeological Council (NYAC) standards.

Scope of Services

1. Completion of Phase III data recovery investigations for 11 sites (Sites 1, 5a-b, 9-13, 17, 19, and 21). *See blue areas on the attached maps for size and location of recovery sites.*
 - a. Hand excavation of 67 1x1 meter units
 - b. Mechanical soil stripping of site area and a buffer zone, with full excavation of any features identified, replacement of topsoil upon completion
 - c. Data and artifact analysis including C14 dating
 - d. Development of a Phase III report, submission for agency review
2. Coordination and facilitation of field surveys, Tonawanda Seneca Nation monitors, STAMP Technical Team review, and SHPO/agency review. Attendance at meetings, development of status reports, and conference calls.

Deliverables

1. Phase III report (electronic and one hard copy)
2. Confirmation of site preparation including field work reports and photo documentation
3. Documentation of correspondence with Technical Team, SHPO, and other agencies

Fees/Schedule

The Contractor proposes to provide the scope of services and associated deliverables for a lump sum fee of \$246,369. The table below provides a breakdown of fees by scope item. Project activities will commence immediately upon receipt of a signed contract. Field work under Task 1 will take approximately eight weeks to complete weather permitting. Reports will be completed within six weeks after completion of field work. An advance payment of 25% is due upon notice to proceed. Invoices will be sent monthly based on the percent of services completed.

Task	Description	Fee	Schedule
1	Test Units, Mechanical Soil Stripping, Phase III Data Recovery, Soil Replacement, Data Analysis and Reporting	\$237,600 ^a	Field Work – Months 1-2 Analysis/Report – Months 3- 4
2	Coordination, status reports, and final review	\$8,769	Duration

^aThe cost for Task 1 assumes the ongoing Data Recovery Plan is accepted with no significant modifications by SHPO.

Conditions

The Contractor guarantees the quality of this work. Once this offer is accepted payments are to be made at times specified upon presentation of an invoice by Contractor. However, the Client and the Contractor may mutually decide to reschedule, postpone or delay this project as business needs may suddenly dictate 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.

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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. We appreciate the opportunity to provide you with these services.

Sincerely,



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

AUTHORIZATION

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



Genesee County Economic Development Center

10/6/17

Date