



**Meeting Agenda – STAMP Committee**  
 Genesee County Economic Development Center  
 Wednesday, March 23, 2022 - 8:00 a.m.  
 Location: Innovation Zone Conference Room

Page #’s	Topic	Discussion Leader	Desired Outcome
	<b>1. Call to Order – Enter Public Session</b>  Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS’s Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.	P. Zelif	
	<b>1a. Executive Session</b> Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: <ol style="list-style-type: none"> <li>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.</li> <li>2. Discussions regarding proposed, pending or current litigation.</li> <li>3. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.</li> </ol> <b>1b. Enter Public Session</b>	P. Zelif	
2-5	<b>2. Chairman’s Report &amp; Activities</b>  2a. Agenda Additions / Deletions / Other Business  2b. Minutes: March 2, 2022	P. Zelif	Vote
6-12	<b>3. Discussions / Official Recommendations to the Board:</b>  3a. Easement Approval  3b. Results of Town of Shelby Peer Review of Hydraulic Study	M. Masse  M. Masse	Disc / Vote  Discussion
	4. Adjournment	P. Zelif	Vote



**GCEDC STAMP Committee Meeting**

**Wednesday, March 2, 2022**

**Location: Electronically**

**8:00 a.m.**

**MINUTES**

**ATTENDANCE**

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

**1. Call to Order / Enter Public Session**

P. Zeliff called the meeting to order at 8:10 a.m. via conference call / video conference.

Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS's Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.

**1a. Executive Session**

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:10 a.m., for the following reasons:

1. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
2. Discussions regarding proposed, pending, or current litigation.
3. The medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

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

**1b. Re-Enter Public Session**

C. Yunker made a motion to enter back into public session at 8:59 a.m., seconded by C. Kemp and approved by all.

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

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

**2b. Minutes: January 12, 2022**

2b

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**M. Clattenburg made a motion to approve the January 12, 2022 minutes; the motion was seconded by C. Yunker. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3. Discussions / Official Recommendations to the Board:**

**3a. ROW Easement Payment Approval-** In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are several easements needed. Based on a compensation model the following payments are needed for two easements:

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

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

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

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

**M. Clattenburg made a motion to recommend to the full Board the approval of the ROW Easement Payments not to exceed \$4,000 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3b. Part 182 Take Permit Proposal** - In December and January the GCEDC updated its studies for the endangered and threatened species of winter raptors per the NYSDEC's request. The result of that study showed a few winter raptors at the site and the NYSDEC is determining if the STAMP site would be qualified habitat for those birds. If the NYSDEC takes Jurisdictional Determination over that habitat, the

GCEDC would need to complete a Part 182 incidental take permit to impact that habitat for potential development. CC Environment & Planning has prepared a proposal to complete that process.

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

**C. Yunker made a motion to recommend to the full Board the approval of Part 182 Take Permit Proposal with CC Environment and Planning not to exceed \$31,050 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

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

**The item was approved as presented.**

**3c. Visualization Services** - In conjunction with the March 2021 Letter of Resolution between NYSDEC, SHPO and the GCEDC, any project at STAMP that requires a discharge permit for stormwater from NYSDEC must complete an assessment of potential impacts to the Nation's Territory. This proposal will be to prepare a visual assessment for the construction of the substation. This will include photo simulations along with line-of-sight profiles. This will also include the visual assessment for the GCEDC to apply to the Town of Alabama to increase the height limit of TD-1 from 110 feet to 150 feet.

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

**M. Clattenburg made a motion to recommend to the full Board the authorization of the Visualization Services with Saratoga Associates not to exceed \$8,436 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

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

**The item was approved as presented.**

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

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

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

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

**The item was approved as presented.**

**3e. Limited Water Sampling Program** - In conjunction with the NYSDEC's review of the proposed WWTF to be constructed at STAMP, they have identified some items in the waste stream that may require additional treatment above and beyond what has been designed. To determine what level of treatment may, or may not, be required, the GCEDC wants to complete some analysis from the three different potential water sources for STAMP.

**Fund Commitment:** \$4,200 (\$3,700 plus the \$500 five day turn around) to be covered under the \$33 million.

**M. Clattenburg made a motion to recommend to the full Board the approval of the proposal with C & S Companies not to exceed \$4,200 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

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

**The item was approved as presented.**

**4. Adjournment**

As there was no further business, C. Kemp made a motion to adjourn at 9:04 a.m., seconded by M. Clattenburg and passed unanimously.

Mark Masse

**STAMP Committee**  
**March , 2022**

**STAMP Payment for easement**

**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 payment is needed for one easement:

1. Temporary Easement 22 - \$800

**Fund Commitment:** \$800 from the \$33 million.

**Board Action Request:** Approval of payment of \$800 to the holder of the easement number identified above.

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

STAMP POST TREATED EFFLUENT FORCE MAIN  
TEMPORARY EASEMENT AGREEMENT

(TEMPORARY EASEMENT NO. TE-22)

THIS STAMP POST TREATED EFFLUENT FORCE MAIN TEMPORARY EASEMENT AGREEMENT (this "Agreement") is effective as of February 28<sup>th</sup>, 2022 (the "Effective Date") and is made by and between GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, a New York public benefit corporation having an office at 99 MedTech Drive, Batavia, New York 14020 ("Grantee") and TOWN OF ALABAMA, individuals having an address of 2218 Judge Road, Oakfield, New York 14125 ("Grantor"). Grantor and Grantee are sometimes individually referred to herein as a "Party" or collectively as, the "Parties".

RECITALS

A. Grantor is the owner of certain real property known as Alleghany Road, Alabama, New York (SBL No. 6.-1-27) ("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 October 31, 2023 (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 Genesee 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 Genesee 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:

Robert M. Crossen  
TOWN OF ALABAMA

By: Robert M. Crossen  
Name: Robert Crossen  
Its: Supervisor

GRANTEE:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

On the 28 day of Feb in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Crosson 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

REBECCA L. BORKHOLDER  
Notary Public, State of New York  
Reg. #01BO6047373  
QUAL. IN GENESEE COUNTY  
COMM EXPIRES AUG 28, 2022

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

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

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "A"

STAMP FORCE MAIN  
TEMPORARY EASEMENT NO. TE-22

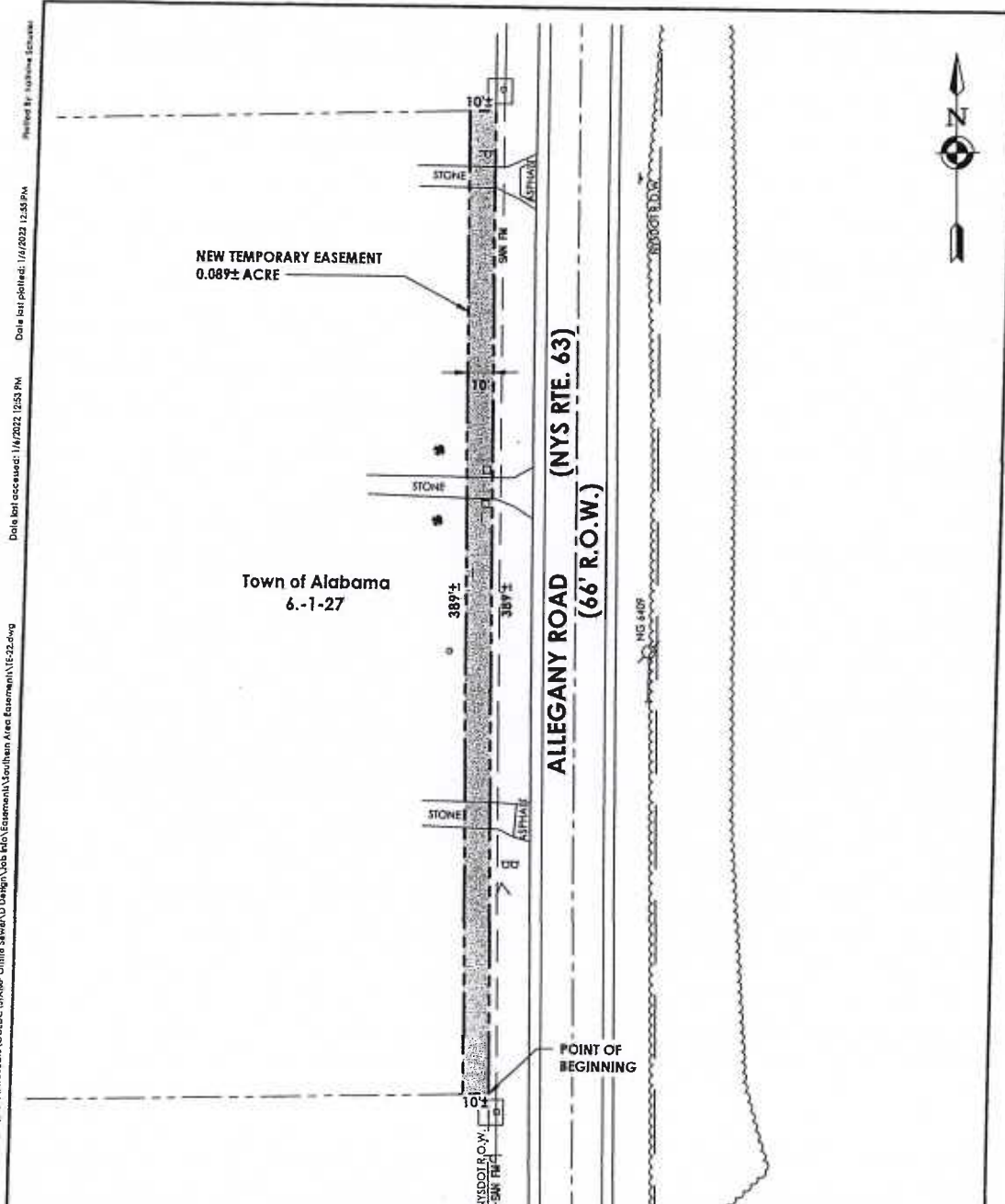
All that tract or parcel of land situate in the Town of Alabama, County of Genesee, State of New York and more particularly described as follows:


Beginning at the intersection of the westerly right-of-way line of Allegany Road (New York State Route 63) (66 feet wide right-of-way) and the southerly line of tax account number 6.-1-27; thence,

- 1) Westerly, along the southerly line of tax account number 6.-1-27, a distance of 10 feet, more or less, to a point 10 feet westerly of and parallel to the westerly right-of-way line of Allegany Road; thence,
- 2) Northerly, through the lands of tax account number 6.-1-27, along a line 10 feet westerly of and parallel to the westerly right-of-way line of Allegany Road, a distance of 389 feet, more or less, to the northerly line of tax account number 6.-1-27; thence,
- 3) Easterly, along the northerly line of tax account number 6.-1-27, a distance of 10 feet, more or less, to the westerly right-of-way line of Allegany Road; thence,
- 4) Southerly, along the westerly right-of-way line of Allegany Road, a distance of 389 feet, more or less, to the southerly line of tax account number 6.-1-27 and the point of beginning.

Temporary Easement, as described above, contains approximately 0.089 acre of land.

All as shown on a map prepared by CPL, entitled "Temporary Easement TE-22", dated January 4, 2022.



 <p>205 ST. PAUL STREET, SUITE 500 ROCHESTER, NEW YORK 14604 TEL (585) 274-9000 FAX (585) 232-8838</p> <p>ARCHITECTURE ENGINEERING PLANNING</p>	DATE: 01/04/2022	<p>TEMPORARY EASEMENT TE-22</p> <p>STAMP FORCE MAIN OFFSITE SEWER</p> <p>TOWN OF ALABAMA, GENESSEE COUNTY, NEW YORK</p>
	DRAWN: KMS	
	CHECKED: ZLA	
	SCALE: 1" = 50'	
	PROJ. #: 15981.00	

Drawing Name: \\volkswagen\kscott\Projects\GCBC\Stamp\Offsite Sewer\Southern Area Easement\TE-22.dwg  
 Date last modified: 1/4/2022 12:53 PM  
 Date last plotted: 1/4/2022 12:53 PM  
 Plotted by: Lorraine Schwaner

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