

Meeting Agenda – STAMP Committee

Genesee County Economic Development Center Tuesday, January 5, 2021 Location: Electronically 10:30 a.m.

Page #'s	Topic	Discussion Leader	Desired Outcome
	1. Call to Order – Enter Public Session	P. Zeliff	
	Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.		
	2a. Executive Session	P. Zeliff	
	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. 2b. Enter Public Session		
	3. Chairman's Report & Activities	P. Zeliff	
	3a. Agenda Additions / Deletions / Other Business		
2-4	3b. Minutes: December 2, 2020		Vote
	4. Discussions / Official Recommendations to the Board:		
5-8	4a. Proposals for survey of ROW for USFWS force main	M. Masse	Disc / Vote
9-16	4b. Barn Lease	M. Masse	Disc / Vote
	5. Adjournment	P. Zeliff	Vote

DRAFT



GCEDC STAMP Committee Meeting Wednesday, December 2, 2020 Location: Electronically 9:00 a.m.

MINUTES

ATTENDANCE

Committee Members:

Staff:

Guests:

Absent:

C. Klotzbach, C. Yunker, A. Vanderhoof, P. Zeliff M. Masse, L. Casey, J. Krencik, C. Suozzi, S. Hyde

1. Call to Order / Enter Public Session

P. Zeliff called the meeting to order at 9:03 a.m. via conference call / video conference.

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call instead of a public meeting open for the public to attend in person.

2. Executive Session

- C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 9:04 a.m., for the following reasons:
 - 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

C. Yunker made a motion to enter back into public session at 9:30 a.m., seconded by C. Klotzbach and approved by all.

3. Chairman's Report & Activities

3a. Agenda Additions / Other Business – Nothing at this time.

3b. Minutes: October 27, 2020

A. Vanderhoof made a motion to approve the October 27, 2020 minutes; the motion was seconded by C. Yunker. Roll call resulted as follows:

DRAFT

P. Zeliff - Yes
C. Klotzbach - Yes
C. Yunker - Yes
A. Vanderhoof- Yes

The item was approved as presented.

4. Discussions / Official Recommendations to the Board:

4a. Infrastructure / Construction Update – M. Masse provided a progress update related to the advancement of infrastructure and construction at STAMP.

4b. **Clark Patterson Lee Bid Package Proposal** – The process of the SPDES permit and USFWS permit are nearing completion and we would like to go out to bid for the construction of approximately 44,750 linear feet of 18-inch PVC and 20-inch HDPE pipe from the STAMP site to the direct discharge at Oak Orchard Creek. This project would be split into three bids.

Fund commitment: Not to exceed \$22,000 from the \$33 million NYS award.

C. Klotzbach made a motion to recommend to the full Board approval of the proposal from CPL to prepare the bid packages for the construction of the force main not to exceed \$22,000; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

P. Zeliff - Yes
C. Klotzbach - Yes
C. Yunker - Yes
A. Vanderhoof- Yes

The item was approved as presented.

4c. First Amendment to MOU with Niagara County Water District – In March of 2019 the GCEDC and the NCWD approved a proposal from Wendel Engineering (NCWD's engineer) to complete the design, engineering, permitting and identification of rights of way to be able to supply up to 6 mgd to the Genesee-Niagara County line, as well as the legal expense for their attorney (Seaman Norris) in connection with the proposal. Wendel has completed the design work at a 60% level and held a meeting with the GCEDC and CPL to discuss the status. The Board previously approved the \$169,000 contract with Wendel. We are now seeking approval on the \$2,500 to Seaman Norris, LLPC.

Fund Commitment: Not to exceed \$2,500 from the \$8 million NYS award.

C. Klotzbach made a motion to recommend to the full Board approval of the MOU with NCWD not to exceed \$2,500; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

P. Zeliff - Yes
C. Klotzbach - Yes
C. Yunker - Yes
A. Vanderhoof- Yes

DRAFT

The item was approved as presented.

4d. e3communications STAMP Public Relations Contract – 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 2020, assistance supported all levels of STAMP planning, sales and marketing.

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 of \$24,000. Funding is available and budgeted in the 2021 GCEDC Operations/Marketing budget; and a National Grid grant has been requested to reimburse the agency for 25% of the contract amount.

C. Yunker made a motion to recommend to the full Board the renewal of e3communications STAMP public relations services for the January 1, 2021 to December 31, 2021 period at \$2,000 per month; the motion was seconded by C. Klotzbach. Roll call resulted as follows:

P. Zeliff - Yes

C. Klotzbach - Yes

C. Yunker - Yes

A. Vanderhoof- Yes

The item was approved as presented.

5. Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 9:55 a.m., seconded by C. Klotzbach and passed unanimously.

Mark Masse

STAMP Committee January 7, 2021

Approval of survey contract for ROW through US Fish and Wildlife Refuge

Discussion: The GCEDC asked four companies for bids to survey the ROW for the forcemain through the wildlife refuge. The survey needs to be completed to the standards set for by US Fish and Wildlife. The results of the bids are as follows:

- 1. \$13,070 Frandina Engineering and Land Surveying
- 2. \$23,900 Kheops Architecture, Engineering and Surveying
- 3. Declined to bid Welch & O'Donoghue
- 4. Declined to bid Ravi Engineering and Surveying

Fund Commitment: Not to exceed \$13,070 to Frandina Engineering and Landscaping for STAMP survey work to be covered under the \$33 million.

Board Action Request: Approval of survey contract for STAMP.



FRANDINA ENGINEERING AND LAND SURVEYING, PC

CIVIL ENGINEERS AND LAND SURVEYORS

NYS Certified WBE and DBE Firm

PROPOSAL

1701 HERTEL AVENUE BUFFALO, NEW YORK 14216 716.883.1299 www.FRANDINA.com

December 7, 2020

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

Sent via email to:

zanderson@CPLteam.com AKosa@CPLteam.com

RE: Stamp ROW

Easement survey

Dear Mark,

We have reviewed the US Fish and Wildlife Service permit requirements and took a field visit to estimate the number of trees needed to blaze. We are thoroughly familiar with the site and offer the following proposal.

Our proposal for our survey totals \$12,670 + printing at cost from Avalon The printing of the mylars and 2 sets of drawings with delivery is estimated at \$400 Total proposal = \$13,070

This includes field work to:

- Set corner boundary monuments -- materials to be provided by owner, about 8 Bernsten caps
- Mark and set posts along the property line every 500 'as per the INWR permit materials to be provided by owner, about 38 carbonite posts
- Blaze trees on the property line

CAD mapping includes:

- Preparation of standard boundary and topographic survey, not an ALTA as written in the permit sheet
- We will use our topographic data already collected for the mapping
- Written legal description in paper and Digital Word format separate documents

Deliverables will be

- 1 overall CAD file
- Approximately 12 sheets to show the entire taking of the 43'x 13,532' and 53'x 800' easement at 100 scale
- We will prepare separate sets for each County
- 1 Mylar set (+/- 12 sheets), 2 prints of the set (24 sheets) + CAD file please confirm if these are required

Thank you for requesting this quote from us and please let us know your decision.

Very truly yours,

Rosanne Frandina, PE, LS

President

Cc: File 3923-6



Tel (716) 849-8739 Fax (716) 856-0981 www.kheopsdpc.com 300 Pearl Street Suite 500 Buffalo, NY 14202

November 24, 2020

CPL 205 St. Paul Street Suite 500 Rochester, NY 14604

Attn: Mr. Zach Anderson

Re: Genesee County Economic Development Center, Force main ROW Taking through the Iroquois Federal Refuge, Towns of Alabama & Shelby

Dear Mr. Anderson:

KHEOPS Architecture, Engineering & Survey, D.P.C. is pleased to provide you with this proposal to provide Professional Surveying Services in conjunction the above mentioned project. The scope of work is from information provided by CPL and the U.S Fish & Wildlife Service.

SCOPE OF WORK:

KHEOPS survey team will establish recoverable horizontal and vertical survey control at the project site for the ROW survey and future construction. We will utilize NYS plane coordinates NAD 83 horizontal and NAVD 88 vertical datums.

KHEOPS will provide survey and mapping services per the U.S. Fish & Wildlife Service requirements for the 14,340 LF taking for the installation of the new sanitary force main along Route 63.

All work will be completed under the direction of a New York State Licensed Land Surveyor.

ASSUMPTIONS:

- Current New York State prevailing wage rates apply.
- Site access will be provided by owner.
- Deliverables will be per U.S. Fish & Wildlife Service requirements.

PROPOSED FEE:

Estimated fee including expenses is \$23,900.00

KHEOPS is looking forward to working with you on this project, please call (716) 849-8739 to address any questions or comments you may have concerning this matter. We assume a written contract will be developed upon approval of this proposal. KHEOPS is a certified Minority Business Enterprise.

Very truly yours, KHEOPS Architecture, Engineering & Survey, D.P.C.

Douglas R. Hager, P.L.S. Director of Survey

DRH

Extension of Barn lease at STAMP site

Discussion: One of the local farmers rented the barn at the STAMP site to store some farm equipment over the winter. The current lease agreement expired on December 31, 2020. Attached is a proposed lease agreement for the property for through May 31, 2021.

Fund commitment: None.

Committee action request: Recommend approval of executing the lease agreement.

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT ("Lease") is made as of this _____ day of February. 2020 by and between Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center. a New York public benefit corporation, having an office at 99 MedTech Drive. Batavia. New York 14020-3141 ("Lessor"), and Norm Geiss whose address is 739 Ackerson Road, Basom, New York 14013 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee simple owner of a certain parcel of real property commonly known as STAMP Parcel 9, containing an approximately 82 ft by 58 ft Morton building ("the Morton Building"), as more particularly described as S.B.L. No. 10-1-42 in the Town of Alabama. County of Genesee, and State of New York (the "Property"): and

WHEREAS, Lessor desires to lease to Lessee the Morton Building for storage of farm equipment on the Property (the "Premises") and Lessee desires to lease the Premises from Lessor for the purpose of storing farm equipment on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be legally bound hereby covenant and agree as follows:

- 1. <u>Demise</u>. In consideration of the rents reserved hereunder and the terms and conditions of this Lease, Lessor does hereby demise and let unto Lessee, and Lessee does hereby take and lease from Lessor, the Premises. Lessee agrees to accept the Premises in their "as is" condition and "with all faults" existing as of the date hereof. Lessee agrees that this Lease has been entered into after full investigation of the Premises and the Property without any reliance upon any statement or representation by Lessor or any other person.
- 2. <u>Term.</u> The term of this Lease shall be five (5) months, commencing on January 1, 2021 and ending on May 31, 2021 (the "Term"). Notwithstanding the foregoing. Lessor may, at any time during the Term, terminate this Lease as to the entire Premises or as to any portion thereof upon two (2) weeks prior written notice to Lessee.
- 3. Rent. As consideration for this Lease, Lessee agrees to pay to Lessor monthly rent in the amount of \$200 per month for each month of the Term ("Rent"). Rent shall be due and payable to Lessor monthly by the 15th of each month. The Rent shall be a net rent and Lessee shall be responsible for all expenses related to the storing the farming equipment on the Premises.
- 4. <u>Permitted Use</u>. Lessee shall use the Premises only for storing of farm equipment, and for no other purpose.
- 5. <u>Hazardous or Offensive Uses</u>. Lessee may not conduct any dangerous. hazardous, noxious or offensive uses on the Premises and shall obtain, at its sole cost and expense, all governmental permits, licenses and approvals required for Lessee's use and occupancy of the

Premises. Lessee shall comply with all environmental laws which include all federal, state, local and municipal laws, statutes, ordinances, rules, regulations, orders, decrees or requirements relating to or imposing liability or standards of conduct concerning the use, storage, treatment, transportation, manufacture, refinement, handling, production and/or disposal of hazardous materials, or otherwise pertaining to environmental protection, as now or at any time hereafter in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act. 41 U.S.C. Section 9601: the Super Fund Amendment and Reauthorization Act of 1986; the Emergency Planning and Community Right-to-Know Act. Public Law 99-499, 100 Stat.1613: the Resource Conservation and Recovery Act. 42 U.S.C. Section 6901: the Occupational Safety and Health Act, 29, U.S.C. Section 655 and Section 657: the Clean Air Act, 42 U.S.C. Section 7401: the Clean Water Act, 33 U.S.C. Section 1251: and the New York Environmental Conservation Law: together with all amendments thereto, substitutions therefore, rules and regulations promulgated thereunder and all amendments to and substitutions for the rules and regulations.

Lessee shall not store, dump or dispose on the Premises any gasoline, motor oils or other hazardous substances. Lessee shall not at any time cause or permit any contamination of the Premises, including any ponds, stormwater or groundwater. Lessee shall not store any fertilizers at the Premises. The Lessee shall immediately notify Lessor of any violation, accidental or otherwise, of this provision. Lessee shall be solely responsible, at its sole cost and expense, for the remediation of any contamination caused or permitted by Lessee on the Premises. This provision shall survive the expiration or termination of this Lease.

- 6. <u>Indemnification and Hold Harmless</u>. Lessee shall defend, indemnify and hold harmless Lessor, its officers, directors, agents, employees and successors and assigns, from and against all liability and claims of liability for injury or damage to person or property from any cause on or about the Premises, including, without limitation, all costs, expenses, claims, fines, penalties, judgments, and/or awards arising out of or related thereto. This provision shall survive the expiration or termination of this Lease.
- 7. <u>Insurance</u>. Lessee shall maintain at all times during the term of this Lease, a comprehensive policy of general liability insurance naming Lessor and its designated successors and assigns as additional insureds against liability occasioned by any occurrence on or about the Premises or any appurtenances thereto. Such policy shall provide a minimum coverage of \$1,000,000 with respect to any one person or accident and in the minimum amount of \$500,000 with respect to any property damage. Lessee shall also maintain workmen's compensation insurance and vehicle liability insurance with respect to all personnel and vehicles brought by Lessee on the Premises. Lessee shall provide Lessor with a certificate for each such policy, which shall require that all additional insureds named in such certificate be given thirty (30) days' written notice before any material change to or cancellation of such policy.
- 8. Assumption of Risk. Lessee agrees that it shall occupy and use the Premises at its own risk and assumes the sole responsibility and liability to all persons and authorities related to Lessee's possession, occupancy and use of the Premises. Lessor shall not have any responsibility or liability for any loss of or damage to any person or personal property of Lessee or any other person whatsoever as a result of Lessee's use or occupancy of the Premises. Lessor shall not have any obligation to make any improvements to the Premises or perform any services

46

with respect to the Premises.

- Liens. Lessee shall not suffer or permit any mechanic's or materialman's lien to be filed against the Premises (or any part thereof including the crops) or Lessor's interest therein by reason or any work, labor, services, or materials supplied or claimed to have been supplied to Lessee. If any such lien shall at any time be filed against the Premises (or any part thereof) or Lessor's interest therein. Lessee shall immediately notify Lessor thereof, and Lessee shall cause the same to be discharged of record, bonded or otherwise secured to Lessor's satisfaction within fifteen (15) days after the date of Lessee's knowledge of the same. If Lessee shall fail to discharge such lien within the 15-day period, then, in addition to any other rights or remedies Lessor may have. Lessor may, but shall not be obligated to, discharge such lien, by paying, procuring a discharge by a deposit in court, or by bonding the same. In any such event, Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor, and to pay the amount of such judgment, if any, in favor of the lienor with interest, costs and allowances. Notwithstanding the above. Lessee shall not be required to pay or discharge any such lien so long as Lessee, in good faith, proceeds to contest the same by appropriate proceedings and gives Lessor written notice thereof with a surety bond satisfactory to Lessor in an amount sufficient to pay such contested lien, including all interest and costs related thereto.
- 10. <u>No Representations or Warranties</u>. It is understood and agreed that this Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the Premises, and that Lessor has not made and is not making, and Lessee has not relied upon any representations or warranties, except as expressly stated in this Lease.
- 11. Events of Default. Lessee shall be in default of this Lease if Lessee (a) fails to pay Rent or make any other payment due hereunder within ten (10) days after the date upon which it is due or (b) fails to perform or comply with any of the terms, covenants, agreements or conditions of this Lease, and such failure continues for more than thirty (30) days after written notice thereof from Lessor; provided, however, Lessee shall not be considered to be in default of this Lease if such default cannot be cured within thirty (30) days and Lessee immediately commences and diligently proceeds to cure such default and completes such cure within sixty (60) days after the event of default. Upon Lessee default, Lessor may, in addition to all other remedies available at law, elect to terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Premises.
- 12. <u>Assignment</u>. Lessee shall not sublet, assign, pledge or otherwise encumber its interest in the Premises or any part thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion. Lessor may freely assign this Agreement.
- 13. <u>Inspection</u>. Lessor reserves the right to enter upon and inspect the Premises in order to determine whether Lessee is in compliance with the terms and conditions of this Lease: provided, however, such entry and inspections do not unreasonably interfere with Lessee's use of the Premises.
 - 14. Interference. Lessee will not interfere with the use, enjoyment and activity on

Lessor's adjacent premises, and will not cause or permit any noise, vibration, odor, fumes or nuisance other than those typically related to the permitted use.

- 15. <u>Surrender of the Premises</u>. Upon the expiration or termination of this Lease. Lessee shall deliver the Premises to Lessor in substantially the same condition as existed at the time of the commencement of this Lease.
- 16. <u>Warranties</u>. The parties each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself through the party set forth as signatory for the party below.
- 17. <u>Severability</u>. Any provision or provisions of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.
- 18. Waiver. No waiver of any default hereunder shall be implied from any inaction by either party on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to or of any act by the other party requiring the former party's consent or approval, shall not be deemed to waive or render unnecessary such former party's consent or approval to or of any subsequent similar acts by the other party.
- 19. <u>Successors and Assigns</u>. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.
- 20. <u>No Partnership</u>. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee. and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.
- 21. <u>Amendments</u>. This Lease contains the entire agreement between the parties and shall not be modified except by a written agreement signed by the parties.
- 22. <u>Headings</u>. The headings in this instrument are for convenience only and in no way define. limit or describe the scope of this Lease or the intent of the provisions hereof.
- 23. <u>Notice</u>. All notices, demands and requests required under this Lease shall be in writing, and shall be deemed properly given if served personally, or if sent by the United States registered mail or certified mail, postage prepaid, addressed to the party at the address listed in

the first paragraph of this Lease. Notwithstanding the foregoing, the Lessee shall provide 24 hour advance notice to Lessor whenever it accesses the Premises.

- 24. Right to Defend. Lessor shall have the right, but not the obligation, to prosecute or defend, in its own name or in Lessee's name, any actions or proceedings appropriate to the protection of its title to and Lessee's interest in the Premises. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in any such action or proceeding.
- 25. Confession of Judgment for Possession. Upon the expiration or termination of this Lease, and at any time when an event of default hereunder has occurred. Lessee irrevocably authorizes and empowers the clerk or the attorney of any court of record to appear for and confess judgment against Lessee for possession of the Premises. The authority and power to appear and confess a judgment against Lessee shall not be exhausted by the initial exercise thereof and may be confessed as often as any event of default hereunder occurs. Such authority may be exercised during or after the expiration of the Term of this Lease. If such proceeding is terminated and the possession of the Premises remains in or is restored to Lessee. Lessor shall have the right for the same default or upon subsequent defaults or upon the termination of this Lease under any of the terms of this Lease to bring one or more further actions as hereinbefore set forth to recover possession of the Premises and confess judgment for the recovery of possession of the Premises as herein provided.
- 26. <u>Subordination</u>. This Lease shall be subject and subordinate to the lien of any and all mortgages and to any ground leases, and any and all renewals, extensions, modifications, recastings and refinancings thereof. This clause shall be self-operative, without execution of any further instrument, but if requested by Lessor or any mortgagee or any ground lessor. Lessee shall promptly execute a certificate or other document evidencing and providing for such subordination.
- 27. Governing Law. This Lease and the provisions hereof shall be interpreted under the laws of the State of New York.
- 28. <u>Counterparts.</u> This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed original, but such counterparts together shall constitute but one and the same instrument. Photostatic, electronic or facsimile signatures of the original signatures of this Lease, and photostatic, PDF, electronic or facsimile copies of this Lease fully executed, shall be deemed originals for all purposes, and the parties hereto and/or beneficiaries hereof waive the "best evidence" rule or any similar law or rule in any proceeding in which this Lease shall be presented as evidence or for enforcement.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first written above.

LESSOR:

Genesee County Industrial Development Agency, d/b/a Genesee County Economic Development Center, a New York public benefit corporation

By	
Print Name:	
Title:	
LESSEE:	
Print Name:	
Titla:	

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STATE OF NEW YORK COUNTY OF GENESEE) ss:	
On the day of, in the Notary Public in and for said State, personally appearance or proved to me on the basis of satisfactory evisubscribed to the within instrument and acknowledge capacity, and that by his signature on the instrument individual acted, executed the instrument.	ared, personally known to dence to be the individual whose name is ed to me that he executed the same in his
	Notary Public
STATE OF NEW YORK () COUNTY OF GENESEE () ss:	
On the day of, in the y Notary Public in and for said State, personally appear known to me or proved to me on the basis of satisfact name is subscribed to the within instrument and acknown his capacity, and that by his signature on the instrument, the individual acted, executed the instrument.	ed
	Notary Public