



**Genesee  
County  
Economic  
Development  
Center**

**Meeting Agenda – STAMP Committee**  
Genesee County Economic Development Center  
Tuesday, February 4, 2020  
Location: Innovation Zone Conference Room, 10:30 a.m.

Page #’s	Topic	Discussion Leader	Desired Outcome
	<b>1. Call to Order – Enter Public Session</b>	P. Zeliff	
	<b>2a. Executive Session</b> 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. Zeliff	Vote
	<b>2b. Enter Public Session</b>		
	<b>3. Chairman’s Report &amp; Activities</b> 3a. Agenda Additions / Deletions / Other Business	P. Zeliff	
1-2	3b. Minutes: December 3, 2019		Vote
	<b>4. Discussions / Official Recommendations to the Board:</b>		
3-4	4a. \$33M STAMP Grant Draw Review YTD	M. Masse	Discussion
5-6	4b. \$8M STAMP Grant Draw Review YTD	M. Masse	Discussion
	4c. Construction Update	M. Masse	Discussion
	4d. USFWS ROW Update	M. Masse	Discussion
7-14	4e. Barn Lease Agreement	M. Masse	Disc / Vote
15	4f. Amendment of Land Purchase Approval for Additional 8 acres	M. Masse	Disc / Vote
16-21	4g. Archeo 1B on New Property Acquisition	M. Masse	Disc / Vote
22-32	4h. Deposit with NYPA for Facilities Study	M. Masse	Disc / Vote
33-37	4i. Access Agreement	M. Masse	Disc / Vote
	5. Adjournment	P. Zeliff	Vote



**GCEDC STAMP Committee Meeting**  
**Tuesday, December 3, 2019**  
**Innovation Zone Conference Room**  
**10:30 a.m.**

**MINUTES**

**ATTENDANCE**

Committee Members: P. Battaglia, A. Vanderhoof, P. Zelifff  
GCEDC / GGLDC Board Members:  
Staff: M. Masse, L. Casey  
Guests:  
Absent: C. Yunker

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

P. Zelifff called the meeting to order at 10:32 a.m. in the Innovation Zone Conference Room.

**2. Executive Session**

A. Vanderhoof 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 P. Battaglia and approved by all members present.

**Re-Enter Public Session**

A. Vanderhoof made a motion to enter back into public session at 11:00 a.m., seconded by P. Battaglia and approved by all.

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

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

**3b. Minutes: September 5, 2019**

**P. Battaglia made a motion to approve the minutes from September 5, 2019; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:**

P. Zelifff - 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 reviewed with the Committee the status of the ESD \$33M grant. GURF #20 was submitted to ESD. Authorization was received from ESD to release those funds. Payment has been remitted to all vendors included in this GURF, excluding LeChase Construction because additional close-out documents are needed from the company in order to satisfy ESD requirements.

**4b. Construction Update** – M. Masse shared that Phase I and Phase II of the water contracts are complete. Likely by the end of January, we will submit the draw request for the Town of Alabama for \$1.5M, which will close out that grant.

**4c. USFWS ROW Update** – M. Masse shared that the GCEDC is hoping to receive a positive compatibility determination on its request for the right of way, which would then go out to public notice.

**4d. e3communications STAMP Public Relations Contract** – e3communications, a professional media and public relations firm/consultant, will create dedicated social media channels to promote and market WNY STAMP to various audiences, including those in economic development, workforce and higher education among others. e3communications in the last year created social media channels specifically designed to promote WNY STAMP, maintained them with ongoing posts and provided monthly analytic reports. e3communication will also continue to manage public relations activities and communications for the WNY STAMP site.

The fund commitment is \$24,000. Funding is available and budgeted in the GCEDC Operations/ Marketing budget; and the GCEDC will apply for a National Grid grant to reimburse the Agency for half of the contract amount.

**P. Battaglia made a motion to recommend approval to the full Board the renewal of e3communications contract for the January 1, 2020 to December 31, 2020 period at the 2019 funding level of \$24,000 per year; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:**

P. Zeff - 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 11:08 a.m., seconded by P. Battaglia and passed unanimously.

4a

\$33M STAMP Grant Activity Review YTD

	GURF #14	GURF #15	GURF #16	NYISO Refund Rec'd 6.26.19	GURF #17	GURF #18	GURF #19	GURF #20	GURF #21
Draws #1-13									
GURFs #1-13									
Total Draw Amount:	\$ 152,946.26	\$ 327,578.94	\$ 364,005.65	\$ (18,793.00)	\$ 183,031.47	\$ 123,638.96	\$ 122,263.51	\$ 218,737.45	\$ 31,764.00
Total GURF Amount:	4/8/2019	5/9/2019	6/7/2019		7/15/2019	8/15/2019	9/26/2019	11/8/2019	1/16/2020
Date of ESD request:	4/12/2019	5/13/2019	6/17/2019		7/18/2019	8/28/2019	10/3/2019	11/26/2019	1/27/2020
Date ESD funds were Approved:									
Grant Amount:		\$ 33,000,000.00							
Cumulative Amount of Grant Funds Expended:		\$ (12,513,528.53)							
Request in Process:		\$ (31,764.00)							
<b>Grant Balance Remaining:</b>		<u>\$ 20,454,707.47</u>							

STAMP \$33m Track 1 Infrastructure Implementation Plan

31-Jan-20

Track 1 \$33m Funding Case

Item No.	Item	Track 1 Infrastructure as of Apr16	Adjustments	Total Revised budget	Contracts awarded Previously	Current Contracts and/or payments	Balance remaining Track 1 infrastructure
1	Land Acquisition	\$ 2,874,000	\$ (1,062,579)	\$ 1,811,421	\$ (1,602,153)		\$ 209,268 (A)
<b>Shovel Ready Engineering Estimates (50% Design):</b>							
2	Task 1: Engineering Program Mgmt	\$ 100,000	\$ -	\$ 100,000	\$ (53,000)		\$ 47,000
3	Task 2: Regulatory, Industry, and Permitting Support	\$ 1,428,440	\$ 182,289	\$ 1,610,729	\$ (1,608,760)		\$ 1,969
4	Task 3: Engrg: Water system design [Big Water = Niagara County]	\$ 1,000,000	\$ (600,000)	\$ 400,000	\$ (400,000)		\$ -
5	Task 3: Engrg: Wastewater design	\$ 1,000,000	\$ (5,130)	\$ 994,870	\$ (994,870)		\$ -
6	Task 3: Engrg: Electrical design	\$ 1,028,000	\$ -	\$ 1,028,000	\$ (968,000)		\$ 60,000
7	Task 3: Engrg: Natural gas design	\$ -	\$ -	\$ -	\$ -		\$ -
8	Task 3: Engrg: Roadway design	\$ 150,000	\$ -	\$ 150,000	\$ (146,515)		\$ 3,485
9	Task 3: Engrg: Telco/data design	\$ -	\$ -	\$ -	\$ -		\$ -
10	Task 4: Engineering and technical support - site implementation services (client attraction)	\$ -	\$ -	\$ -	\$ -		\$ -
11	Task 5: Infrastructure enablement services: geotechnical, off-site easements, rights of ways, etc.	\$ 400,000	\$ -	\$ 400,000	\$ (393,268)		\$ 6,732
12	Site Development and infrastructure project management, admin., prof. Svcs., maint., site implementation services	\$ 100,000	\$ (77,159)	\$ 22,841	\$ (22,841)		\$ -
13	<b>Subtotal Engineering</b>	<b>\$ 5,206,440</b>	<b>\$ (500,000)</b>	<b>\$ 4,706,440</b>	<b>\$ (4,587,253)</b>		<b>\$ 119,187</b>
<b>Infrastructure Construction:</b>							
14	Task 6: Town Water System: design & construction for phases I and II, and Pembroke Line	\$ 4,600,000	\$ 5,500,000	\$ 10,100,000	\$ (7,812,914)		\$ 2,287,086
15	Task 7: Construction: Site entrance roadway and entrance/intersection improvements	\$ 400,000	\$ -	\$ 400,000	\$ (400,000)		\$ -
16	Sewer: STAMP site gravity system	\$ 650,000	\$ -	\$ 650,000	\$ (62,000)		\$ 588,000
17	Sewer: Medina WWTP interconnect (force main & pipes)	\$ 11,900,000	\$ -	\$ 11,900,000	\$ (287,563)		\$ 11,612,437
18	Water Main Onsite Extension Design & Construction	\$ 640,000	\$ -	\$ 640,000	\$ (144,181)		\$ 495,819
19	Roadway Onsite Extension Design & Construction	\$ 1,500,000	\$ 500,000	\$ 2,100,000	\$ (2,042,033)		\$ 57,967
20	Onsite Stormwater Management & Aquatic Resource Mitigation Design & Construction	\$ 450,000	\$ -	\$ 450,000	\$ (223,396)		\$ 226,604
21	Electric Service @ STAMP site (13.2kV) Design & Construction	\$ 300,000	\$ -	\$ 300,000	\$ -		\$ 300,000
22	Electric Transmission Service (115kV line extension to parcel, base substation w/ 1 x 40MVA transformer & switch gear)	\$ 5,710,000	\$ -	\$ 5,710,000	\$ (268,114)		\$ 5,441,886
23	Gas Service Design & Construction	\$ 1,500,000	\$ 500,000	\$ 2,000,000	\$ -		\$ 2,000,000
24	Telecommunications (dark fiber ring connecting STAMP to Empire, ION, Thruway POP, Batavia)	\$ 580,000	\$ (580,000)	\$ -	\$ -		\$ -
25	Project Contingency / Interim Interest	\$ 500,000	\$ -	\$ 500,000	\$ (243,337)		\$ 256,663
26	<b>Subtotal Infrastructure Construction</b>	<b>\$ 28,830,000</b>	<b>\$ 5,920,000</b>	<b>\$ 34,750,000</b>	<b>\$ (11,483,538)</b>		<b>\$ 23,266,462</b>
27	<b>Total Funding Required:</b>	<b>\$ 36,910,440</b>	<b>\$ 4,357,421</b>	<b>\$ 41,267,861</b>	<b>\$ (17,672,945)</b>		<b>\$ 23,594,916</b>

Funding Profile:

NYS Budget	\$ 33,000,000	\$ -	\$ 33,000,000	\$ (13,655,256)	\$ 19,344,744
Town of Alabama CFA		\$ 1,500,000	\$ 1,500,000	\$ (1,500,000)	\$ -
Gap provided by PIF		\$ 4,000,000	\$ 4,000,000	\$ (1,767,688.98)	\$ 2,232,311
Grant from Senator Ranzenhofer to Town of Alabama		\$ 250,000	\$ 250,000	\$ (250,000)	\$ -
National Fuel grant (\$100,000 awarded)		\$ 400,000	\$ 400,000	\$ -	\$ 400,000
National Grid (Cap Inv Incentive for Proj Eagle substation) (\$750,000 removed)		\$ -	\$ -	\$ -	\$ -
National Grid (Shovel-Ready Incentive) grant (pending) * (\$375,000 removed)		\$ -	\$ -	\$ -	\$ -
National Grid-Strategic E.D. Grant-2014 Engineering (awarded)	\$ 500,000.00	\$ -	\$ 500,000	\$ (500,000)	\$ -
<b>Total Funds Available:</b>	<b>\$ 33,500,000</b>	<b>\$ 6,150,000</b>	<b>\$ 39,650,000</b>	<b>\$ (17,672,945)</b>	<b>\$ 21,977,055</b>
Excess funding / (funding gap)	\$ (3,410,440)	\$ 1,792,579	\$ (1,617,861)	\$ -	\$ (1,617,861)

\* - This grant will cover \$125,000 in engineering and \$250,000 towards construction of electric service

(A)	\$ 556,000	Crossen
	341,500	Green
	-	Demolition and remediation
	<u>\$ 897,500</u>	

\$ (1,062,579) Reduction in budget to close funding gap. This would be for non-essential STAMP property. Will have to look for other funding sources in future.

\$ 5,500,000 This is the estimated balance of the Town's water project that the GCEDC committed to funding in the Incentive Zoning Agreement plus the extension out to Pembroke

\$ 500,000 Increase in budget based on discussion with National Fuel, route has since been changed, awaiting new cost estimate

\$ (580,000) Removed from budget based on discussion with local provider who expressed they would be willing to cover the cost if tenant commits to them

\$ (500,000) Task 3 - Niagara County water - reduction to reallocate construction contingency to Roadway Onsite

\$ (100,000) Task 3 - Niagara County water - reduction to reallocate to Regulatory, industry and permitting

\$ (600,000)

\$ 500,000 Roadway Onsite reallocated from Task 3 - Niagara County to cover construction contingency

\$ (5,130) Reallocate budget money not needed in Task 3 Wastewater design

\$ (75,000) Reallocate budget money not needed in Task 1 Engineering Program Management

\$ (77,159) Reallocate budget money not needed in Site Development and infrastructure project management

\$ 5,130 Amounts reallocated to Task 2 Regulatory, industry and permitting from wastewater design

100,000 Amounts reallocated to Task 2 Regulatory, industry and permitting from big water

77,159 Amounts reallocated to Task 2 Regulatory, industry and permitting from site development

46

**\$8M STAMP Grant Activity Review YTD**

	<b>GURF #1</b>	<b>GURF #2</b>
Total GURF Amount:	\$ 543,395.44	\$ 510,500.61
Date of ESD Request:	12/11/19	1/15/20
Date ESD Approved Release of Funds:	12/13/19	1/21/20

Grant Amount:	\$ 8,000,000.00
Cumulative Amount of Grant Funds Expended:	\$ 543,395.44
Request In Process:	\$ 510,500.61
<b>Grant Balance Remaining:</b>	<b>\$ 6,946,103.95</b>

5

STAMP \$8m Phase III Infrastructure  
Pre-Construction Work  
January 31, 2020

Budget	Contracts awarded to date
line item	\$
1 Land acquisition	-
2 Task 1: Engineering Program Mgmt	-
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3 Task 2A: Regulatory, Industry and permitting support	-
4 Task 3: Engineering "Big Water" system design	(3,762,602.00)
5 Task 3: Engineering Medina Wastewater design	(1,350,000.00)
6 Task 3: Engineering electrical design	(1,550,636.00)
8 Task 3: Engineering entrance roadway design & construction (CA/CI) & all permitting	-
11 Task 5: Infrastructure enablement services: geotech, off-site easements, etc.	-
12 Site Development and infrastructure project management	-
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14 Task 6: Town Water System Design & Construction for Phase I and Phase II	-
15 Task 7: Construction: Site entrance roadway and entrance/intersection improvements	-
16 Sewer: STAMP site gravity system	-
17 Sewer: Medina WWTP interconnect	-
18 Water Main Onsite Extension Design	-
19 Roadway Onsite Extension Design & Preliminary water & sewer design	-
20 Onsite Stormwater Management & Aquatic Resource Mitigation Design	-
Electric Transmission Service (115kV line extension to parcel, base substation w/ 1 x 40MVA transformer & switch gear for 2 transformers)	-
25 Project Contingency / Interim Interest	-
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	<b>\$ (6,663,238.00)</b>

	Adjustments or change orders	Adjusted contract balance	Paid to date	Balance remaining
CPL onsite sanitary sewer design and engineering	\$ 1,350,000.00	\$ (166,590)	\$ 1,183,410.00	\$ 1,183,410.00
NCWD intermunicipal agreement for 6 mgd design, engineering and permitting	2,862,602.00	\$ (81,181)	\$ 2,781,421.04	\$ 2,238,025.60
Phillips Lytle project support for substation	20,000.00	\$ (6,106)	\$ 13,894.00	\$ 13,894.00
Black & Veatch contract	1,430,636.00	\$	\$ 1,430,636.00	\$ 1,430,636.00
CPL 6 MGD design and permitting	900,000	\$	\$ 900,000.00	\$ 900,000.00
Facility study on 345 kV line	100,000	\$	\$ 100,000.00	\$ 100,000.00
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	\$ 6,663,238.00	\$ (253,876.96)	\$ 6,409,361.04	\$ 5,865,965.60
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Payemnts requested from ESD:  
GURF #1

\$ 543,395.44

\$ 543,395.44

**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 expires at December 31, 2019. Attached is a proposed lease agreement for the property for the calendar year 2020.

**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 December, 2019 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. **Demise.** 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. **Term.** The term of this Lease shall be twelve (12) months, commencing on January 1, 2020 and ending on December 31, 2020 (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. **Permitted Use.** Lessee shall use the Premises only for storing of farm equipment, and for no other purpose.

5. **Hazardous or Offensive Uses.** 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. Indemnification and Hold Harmless.** 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. Insurance.** 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

with respect to the Premises.

9. **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. **No Representations or Warranties.** 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. **Assignment.** 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. **Inspection.** 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. **Surrender of the Premises.** 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. **Warranties.** 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. **Severability.** 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. **Successors and Assigns.** 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. **No Partnership.** 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. **Amendments.** This Lease contains the entire agreement between the parties and shall not be modified except by a written agreement signed by the parties.

22. **Headings.** 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. **Notice.** 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. Subordination.** 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. Counterparts.** 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: \_\_\_\_\_  
Title: \_\_\_\_\_

Doc #01-2667309.2

STATE OF NEW YORK     )  
COUNTY OF GENESEE    ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2019, 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, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
COUNTY OF GENESEE    ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2019, 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, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Mark Masse

**STAMP Committee  
February 4, 2020**

**Amendment of land purchase approval for additional 8 acres at STAMP**

**Discussion:** At the May 5, 2016 meeting the GCEDC Board approved the purchase of approximately 69.2 acres at the STAMP site. The approved purchase and sale agreement stated that "the exact purchase price would be determined on the basis of the property acreage as set forth on the survey to be obtained in accordance with the terms hereof". Upon completion of the survey, the approximate acreage is 76.36. The purchase price per acre has remained the same, only the amount of the acreage has increased.

**Fund Commitment:** Increase based on the increase in acreage and is covered under the \$33 million.

**Board Action Request:** Approval of land purchase approval for additional 8 acres at STAMP.



**Phase IA/IB archeological work on additional 20 acres at STAMP**

**Discussion:** The GCEDC needs to complete the Phase IB archeological work on acreage it is acquiring to determine if any additional archeological work would be required. The Phase IA work has already been completed on this parcel. The amount could be less than \$5,000 which does not require additional quotes or Board approval, however, the staff believes that the Board should review and approve this as it is part of the \$33 million NYS grant.

The quote was broken down into two pieces, Area A and Area B as shown on the attached map. That quote was further broken down into two quotes depending upon whether or not the land was plowed first or if they did shovel testing.

Area A – Plowed field - \$3,295  
Area A – Shovel testing - \$7,395

Area B – Plowed field - \$1,795  
Area B – shovel testing - \$3,595

Total Area A – plowed field - \$5,090  
Total Area B – shovel testing - \$10,990

Note: Area B is outside of the STAMP Technology District zoning and is in the buffer area that is currently zoned Agricultural/Residential. The Committee could choose to not complete the IB on Parcel B and it would not impede or prevent any development of hi tech industry at the STAMP site.

**Fund Commitment:** Not to exceed \$5,090 to Deuel Archeology to complete a Phase IB Cultural Resource Investigation on the acreage to be purchased at the STAMP site to be covered under the \$33 million.

**Board Action Request:** Approval of Phase IB Cultural Resources Investigation contract for STAMP.

# ArcGIS Web Map



12/27/2019, 2:23:39 PM

1:4,514

Year 2018 Aerial Photos (Scale Dependent)9in Counties (Small Scale)

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- Other NY Counties
- Genesee County
- Towns

Year 2018 Aerial Photos (Scale Dependent)3in City & Villages (Small Scale)

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- Water (Large Scale)
- Water (Small Scale)

Counties (Large Scale)

City & Villages (Large Scale)

2019 Tax Parcels

Streams (Large Scale)

Streams (Small Scale)

Active Railroads (Large Scale)

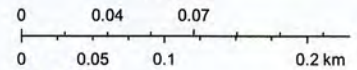
Active Railroads (Small Scale)

Roads (Small Scale)

- State
- County
- Town
- Interstate
- City
- Village

Roads (Large Scale)

Hamlets (Scaled Dependent)



**Parcels:**  
 10.-1-39.12  
 10.-1-39.4

Sources: Esri, HERE, Garmin, Intermap, increment f  
 GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kad  
 Ordnance Survey, Esri Japan, METI, Esri China (Hong K  
 OpenStreetMap contributors, and the GIS User Community

49

17

January 7, 2020

**ATTN: Mark A. Masse, CPA**

Senior Vice President of Operations  
 Genesee County Economic Development Center  
 99 MedTech Drive, Suite 106  
 Batavia, NY 14020

*Phase IB Cultural Resource Investigation (Surface Survey) for the proposed STAMP Area A, Town of Alabama, Genesee County, New York.*

**SCOPE OF SERVICE**

The Phase IB field investigation in the form of a systematic surface survey will be conducted for 42 +/- acres of agricultural land designated as Area A.

- Field investigation (excavate random shovel test pits within the Area A agricultural field; conduct a systematic surface survey in adequately prepared agricultural field; photograph general field conditions, field methodology, potential archaeological features, and/or the current conditions of any archaeological sites identified during the Phase IB field investigation).
- Plot locations of shovel tests and photographs on a project map.
- Complete New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) site forms for all identified archaeological sites.
- Incorporate data into digitized Phase IB report.
- Submit report to the NYSOPRHP for review and comment.
- Distribute digital copies of the report to the GCEDC.

**COST**

**\$3,295 (due upon receipt of report and invoice)**

This cost assumes that 42 +/- acres will be plowed and disked. The cost of plowing and disking the fields is not included in this scope. If significantly less area can be plowed due to field conditions, a scope of service increase will be submitted. Fields must be plowed with a moldboard plow. After the fields have been plowed, they must be disked 2 or 3 times to smooth the surface. All vegetative debris must be plowed under allowing for surface visibility no less than 75%.

The Phase IB field investigation would be scheduled as weather and field conditions permit. All archaeological work will be conducted in compliance with the *Standards for Cultural Resource Investigations* (NYAC 1994) adopted by the New York State Office of Parks, Recreation and Historic Preservation. If additional work is required beyond this scope, a scope of service increase will be submitted. To authorize the Phase IB Cultural Resource Investigation, please return a signed copy of the proposal.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_

Firm/Agency \_\_\_\_\_ Date \_\_\_\_\_

Name Jeremy Deuel Signature 

Title Owner/Principal Investigator

Firm/Agency Deuel Archaeology & CRM Date 1/7/2020

49

18

January 7, 2020

**ATTN: Mark A. Masse, CPA**  
 Senior Vice President of Operations  
 Genesee County Economic Development Center  
 Leadership Genesee Class of 2002  
 99 MedTech Drive, Suite 106  
 Batavia, NY 14020

*Phase IB Cultural Resource Investigation (Shovel Testing) for the proposed STAMP Area A, Town of Alabama, Genesee County, New York.*

**SCOPE OF SERVICE**

The Phase IB field investigation in the form of shovel testing will be conducted for 42 +/- acres of agricultural land designated as Area A.

- Field investigation (excavate shovel test pits [STPs] at 50-foot intervals within the Area A agricultural field; photograph general field conditions, field methodology, potential archaeological features, and/or the current conditions of any archaeological sites identified during the Phase IB field investigation).
- Plot locations of shovel tests and photographs on a project map.
- Complete New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) site forms for all identified archaeological sites.
- Incorporate data into digitized Phase IB report.
- Submit report to the NYSOPRHP for review and comment.
- Distribute digital copies of the report to the GCEDC.

**COST \$7,395 (due upon receipt of report and invoice)**

The Phase IB field investigation would be scheduled as weather and field conditions permit. All archaeological work will be conducted in compliance with the *Standards for Cultural Resource Investigations* (NYAC 1994) adopted by the New York State Office of Parks, Recreation and Historic Preservation. If additional work is required beyond this scope, a scope of service increase will be submitted. To authorize the Phase IB Cultural Resource Investigation, please return a signed copy of the proposal.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_

Firm/Agency \_\_\_\_\_ Date \_\_\_\_\_

Name Jeremy Deuel Signature 

Title Owner/Principal Investigator

Firm/Agency Deuel Archaeology & CRM Date 1/7/2020

January 7, 2020

**ATTN: Mark A. Masse, CPA**

Senior Vice President of Operations  
Genesee County Economic Development Center  
99 MedTech Drive, Suite 106  
Batavia, NY 14020

*Phase IB Cultural Resource Investigation (Surface Survey) for the proposed STAMP Area B, Town of Alabama, Genesee County, New York.*

**SCOPE OF SERVICE**

The Phase IB field investigation in the form of a systematic surface survey will be conducted for 18 +/- acres of agricultural land designated as Area B.

- Field investigation (excavate random shovel test pits within the Area B agricultural field; conduct a systematic surface survey in adequately prepared agricultural field; photograph general field conditions, field methodology, potential archaeological features, and/or the current conditions of any archaeological sites identified during the Phase IB field investigation).
- Plot locations of shovel tests and photographs on a project map.
- Complete New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) site forms for all identified archaeological sites.
- Incorporate data into digitized Phase IB report.
- Submit report to the NYSOPRHP for review and comment.
- Distribute digital copies of the report to the GCEDC.

**COST \$1,795 (due upon receipt of report and invoice)**

This cost assumes that 18 +/- acres will be plowed and disked. The cost of plowing and disking the fields is not included in this scope. If significantly less area can be plowed due to field conditions, a scope of service increase will be submitted. Fields must be plowed with a moldboard plow. After the fields have been plowed, they must be disked 2 or 3 times to smooth the surface. All vegetative debris must be plowed under allowing for surface visibility no less than 75%.

The Phase IB field investigation would be scheduled as weather and field conditions permit. All archaeological work will be conducted in compliance with the *Standards for Cultural Resource Investigations* (NYAC 1994) adopted by the New York State Office of Parks, Recreation and Historic Preservation. If additional work is required beyond this scope, a scope of service increase will be submitted. To authorize the Phase IB Cultural Resource Investigation, please return a signed copy of the proposal.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_

Firm/Agency \_\_\_\_\_ Date \_\_\_\_\_

Name Jeremy Deuel Signature 

Title Owner/Principal Investigator

Firm/Agency Deuel Archaeology & CRM Date 1/7/2020

49

20

January 7, 2020

**ATTN: Mark A. Masse, CPA**

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

*Phase IB Cultural Resource Investigation (Shovel Testing) for the proposed STAMP Area B, Town of Alabama, Genesee County, New York.*

**SCOPE OF SERVICE**

The Phase IB field investigation in the form of shovel testing will be conducted for 18 +/- acres of agricultural land designated as Area B.

- Field investigation (excavate shovel test pits [STPs] at 50-foot intervals within the Area B agricultural field; photograph general field conditions, field methodology, potential archaeological features, and/or the current conditions of any archaeological sites identified during the Phase IB field investigation).
- Plot locations of shovel tests and photographs on a project map.
- Complete New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) site forms for all identified archaeological sites.
- Incorporate data into digitized Phase IB report.
- Submit report to the NYSOPRHP for review and comment.
- Distribute digital copies of the report to the GCEDC.

**COST**

**\$3,595 (due upon receipt of report and invoice)**

The Phase IB field investigation would be scheduled as weather and field conditions permit. All archaeological work will be conducted in compliance with the *Standards for Cultural Resource Investigations* (NYAC 1994) adopted by the New York State Office of Parks, Recreation and Historic Preservation. If additional work is required beyond this scope, a scope of service increase will be submitted. To authorize the Phase IB Cultural Resource Investigation, please return a signed copy of the proposal.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_

Firm/Agency \_\_\_\_\_ Date \_\_\_\_\_

Name Jeremy Deuel Signature 

Title Owner/Principal Investigator

Firm/Agency Deuel Archaeology & CRM Date 1/7/2020

**NYISO facilities study**

**Discussion:** Upon completion of the SIS study, NYPA is requiring that a Facilities Study be completed on the proposed substation. The New York Independent System Operator, Inc. (NYISO) will complete the study, and is requesting a deposit of \$100,000 for this work.

**Fund commitment:** Not to exceed \$100,000 covered under the existing \$8 million NYESD grant and is within budget of the electrical engineering line item.

**Committee action request:** Recommend approval to the full Board to pay a not to exceed amount of \$100,000 and sign the Facilities Study Agreement.

**FACILITIES STUDY AGREEMENT**  
**Q#580 WNY STAMP LOAD STATION PROJECT**

**THIS AGREEMENT** is made and entered into this     day of             2020 by and among the Genesee County Economic Development Center ("GCEDC" or "Developer"), and New York Power Authority, a corporate municipal instrumentality organized and existing under the laws of the State of New York, ("Connecting Transmission Owner"). Developer and Connecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS**, Developer is proposing to develop a 350/115 kV, 500/750/930 MVA Load Station Project ("Load Project") consistent with the Interconnection Application and Study Request submitted by the Developer to the New York Independent System Operator (NYISO) on September 27, 2016.

**WHEREAS**, Developer desires to interconnect the Load Project with the New York State Transmission System; and

**WHEREAS**, the NYISO has completed a System Impact Study and provided the results of said study to the Developer; and

**WHEREAS**, Developer has elected to perform a Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Load Project to the New York State Transmission System.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Section 30.1 of Attachment X to the NYISO Open Access Transmission Tariff ("OATT") or Section 25.1.2 of Attachment S to the NYISO OATT.
- 2.0 Developer elects to perform a Facilities Study consistent with Section 3.9 and 4.5.8 of the NYISO OATT. The terms of Sections 4.5.8.1, 4.5.8.2, 4.5.8.3 and 4.5.8.4 of the NYISO OATT, as applicable, are hereby incorporated by reference herein.
- 3.0 The scope of the Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.



- 4.0 The Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required Network Upgrade Facilities to interconnect the Load Project to the New York State Transmission System, and (ii) shall address the short circuit, instability, and power flow issues identified in the System Impact Study.
- 5.0 The Developer shall provide to the Connecting Transmission Owner a deposit of \$100,000 for the performance of the Facilities Study. The time for completion of the Facilities Study is specified in Attachment A.

Connecting Transmission Owner shall invoice Developer on a monthly basis for the expenses incurred by the Connecting Transmission Owner for the Facilities Study each month as computed on a time and materials basis in accordance with the rates attached hereto (Exhibit 1). Developer shall pay invoiced amounts to Connecting Transmission Owner within thirty (30) Calendar Days of receipt of invoice. Connecting Transmission Owner shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 Miscellaneous.

- 6.1 Accuracy of Information. Except as Developer or Connecting Transmission Owner may otherwise specify in writing when they provide information under this Agreement, Developer and Connecting Transmission Owner each represent and warrant that the information it provides shall be accurate and complete as of the date the information is provided. Developer and Connecting Transmission Owner shall each promptly provide with any additional information needed to update information previously provided.
- 6.2 Disclaimer of Warranty. In preparing the Facilities Study, the Party preparing such study and any subcontractor consultants employed by it shall have to rely on information provided by the other Parties, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Party preparing the Facilities Study nor any subcontractor consultant employed by that Party makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Facilities Study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 6.3 Limitation of Liability. In no event shall any Party or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under

or in connection with this Agreement or the Facilities Study or any reliance on the Facilities Study by any Party or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any Party or its subcontractor consultants be liable for any delay in delivery or for the non-performance or delay in performance of its obligations under this Agreement.

- 6.4 Third-Party Beneficiaries. Without limitation of Sections 6.2 and 6.3 of this Agreement, Developer and Connecting Transmission Owner further agree that subcontractor consultants hired to conduct or review, or to assist in the conducting or reviewing, a Facilities Study shall be deemed third party beneficiaries of these Sections 6.2 and 6.3.
- 6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 6.5, shall continue in effect until the Facilities Study for Developer's Load Project is completed. Developer may terminate this Agreement upon the withdrawal of Developer's project from the Interconnection Application pursuant to Section 30.3.6 of Attachment X to the NYISO OATT.
- 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of law's provisions.
- 6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 6.12 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written,

**New York Power Authority**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Genesee County Economic Development Center**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**SCHEDULE FOR CONDUCTING THE  
FACILITIES STUDY**

The Developer and Connecting Transmission Owner shall use reasonable efforts to complete the study and issue a Facilities Study report by the following date: May 30, 2020.

Study work (other than data provision and study review) that may be requested of the Developer by the Connecting Transmission Owner is specified in Exhibit 2.

Pursuant to Section 5.0 of this Agreement, the rates for the study work are attached as Exhibit 1.

DRAFT

**ATTACHMENT B**  
**DATA FORM TO BE PROVIDED BY DEVELOPER**  
**WITH THE FACILITIES STUDY AGREEMENT**

1. Provide location plan and simplified one-line diagram of the Project including any Network Upgrade Facilities identified in the System Impact Study. For staged projects, please indicate future equipment., etc.
2. One set of metering is required for each Project connection to the new bus or existing Connecting Transmission Owner station. Number of connections:
3. On the one line indicate the required capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer ("CTS PT"))
4. On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)  
Amps
5. Will an alternate source of auxiliary power be available during CT/PT maintenance?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
6. Will a transfer bus on the Project side of the metering require that each meter set be designed for the total Transmission Project' capacity?  
\_\_\_\_\_ Yes \_\_\_\_\_ No  
(Please indicate on one line diagram).
7. What type of control system or PLC will be located at the Developer's Transmission Project?
8. What protocol does the control system or PLC use?
9. Please provide a 7.5-minute quadrangle of the site. Sketch the facility, station, transmission line, and property line.
10. Physical dimensions of the proposed interconnection station:
11. Bus length from facility to interconnection station:

12. Line length from interconnection station to Connecting Transmission Owner's transmission

13. Tower number observed  
in the Field. (Painted on  
tower leg)\*:

14. Number of third-party easements required for transmission lines\*:

\* To be completed in coordination with Connecting Transmission Owner.

Is the Transmission Project in the Transmission Owner's service area?

\_\_\_\_\_ Yes \_\_\_\_\_ No      Local provider: National Grid

Please provide proposed schedule dates:

Begin Construction                      Date: \_\_\_\_\_

In-Service                                      Date: \_\_\_\_\_

Testing/Trial Operation                  Date: \_\_\_\_\_

Commercial Operation                      Date: \_\_\_\_\_

**EXHIBIT 1**

**STUDY COSTS**

Consistent with Section 30.8.1 of Attachment X to the NYISO OATT, the Developer and the Connecting Transmission Owner estimate in good faith that the Facilities Study contemplated herein will not exceed \$100,000.00. All the rates specified below are subject to adjustment. Developer shall be responsible for study costs for the Facilities Study as specified by Section 30.8.1 of Attachment X to the OATT.

The following are the estimated rate for services and related charges to be provided by Connecting Transmission Owner under this Agreement:

Technical and/or Management Services      \$80.00./hr. - \$ 135.00/hr.

Developer understands that (a) the above rates for labor services are estimates, (b) the above charges do not represent an exhaustive list of charges, and (c) Developer shall pay the actual costs incurred by the Connecting Transmission Owner under this Agreement.

## EXHIBIT 2

### Scope of Work for Q580 WNY STAMP Load Project Facilities Studies

The purpose of the Facilities Study (FS) is to specify and estimate the cost of the equipment, engineering, procurement, construction, installation, testing and commissioning work needed to implement the conclusions of the "System Impact Study for WNY STAMP Load Station Project, Interconnection Queue #580" ("Q580 SIS Report"), prepared by the New York Independent System Operator (NYISO), dated 10/11/2018, to reliably interconnect the proposed load project with the New York State Transmission System.

The FS is performed in accordance with Good Utility Practice and under the applicable requirements of the NYISO Open Access Transmission Tariff (OATT) Sections 3.9 and 4.5.8.

To accomplish the above, the following tasks will be performed:

1. Perform power system simulation studies (thermal, voltage, stability, and short circuit type assessments) to implement the following recommendations from the Q#580 SIS Report:
  - The Q580 SIS Report *"recommends to add a reactive power compensation of 260 MVar at the Developer's 115 kV STAMP station as a mitigation solution for voltage violations. The cost estimate of a capacitor bank(s) of 260 MVar is approximately \$2.4 M. The type and size of this compensation might be revisited at the Project facility studies"*.
  - *"In sensitivity case 2, the results show that the existing 2021 system allows the Project loading to go up to 230 MW potentially without any network upgrades facilities required. If Q580 project goes in-service at the full 500 MW load level prior to the Q545A project going in-service, further evaluation will be required to clarify whether additional upgrades are needed to mitigate Q580 project's degradation on the interfaces evaluated. This evaluation will take place during a later phase, such as the Facility Studies."*
2. Additional items to be included in the FS power system simulation scope include:
  - Q545A Empire State Line Alt (Western NY PPTN) project sensitivity: Both Q545A in service and not in service should be studied, unless the developer committed that the STAMP project will not be in service if Q545A is not in service;
  - Q721 Excelsior Energy Center Project sensitivity: Both Q721 in service and not in service should be studied;
  - Based on NPCC Directory #12 and NERC PRC-006, the STAMP load is subject to the requirement of automatic underfrequency load shedding (UFLS) scheme. Study report and NPCC approval will be required.
  - NYISO manipulated a special generation dispatch in order to minimize/eliminate the adverse impact of the proposed project on several interfaces, e.g. West Central, Volney East and NY-Ontario. The transfer limit analysis will be revisited in the FS stage.
3. Evaluate and provide cost estimates for the Network Upgrade Facility (NUF) necessary for the subject project to reliably interconnect to the Transmission Owner's system. Within the NUF category, identify the Stand Alone NUFs. NUFs include but are not limited to:
  - A new 12 breaker STAMP 345 kV station.
  - Protection relay and communication channel upgrades at Niagara 345 kV, Somerset 345 kV, N. Rochester 345 kV, and Dysinger 345 kV are required.
  - Adding a reactive power compensation of 260 MVar connected to the STAMP 115 kV bus for voltage support.
  - Other Network Upgrade Facilities that may be identified during the Facilities Study.



4. Identify and describe the following, as required to build the Project's NUF:
  - Equipment;
  - Design/engineering work;
  - Procurement;
  - Construction work;
  - Installation work; and
  - Testing and commissioning work,
  
5. In order to identify and describe the work required, as specified in Task 3 above, include, at a minimum, the following drawings, documents and information in the Facilities Study.
  - A simplified system one-line diagram, based on field site visits, to depict the breaker arrangement, the interconnection of the NUFs for the project, and the location of the Point of Interconnection, the Point of Change of Ownership, and the metering point(s).
  - A detailed electrical one-line diagram of the facilities identified in Task 1, above, based on field site visits, that depicts the ratings of all major equipment, protective device & relay schemes, revenue and other metering, station service and communication schemes for the Project's NUFs;
  - An overall project site plan, based on field site visits, that depicts the existing and new transmission lines and structures, location of the Project's NUF substations, rights of ways, property lines, regulated wetlands, culverts, ditches and other existing utilities in the area;
  - A substation plot plan for the Project's NUF, based on field site visits, that depicts the fenced areas, major structures, equipment, control buildings, property lines and access roads;
  - A bill of material listing major equipment, including quantities and ratings for the NUF; and
  - A description of the work (detailed scoping, design and functional specifications) required for the Project's NUFs, including, but not limited to, site work, foundations, conduit/trench system, grounding, structures, control house, AC/DC system, protective relaying, communication and metering systems, and transmission line modifications.
  
6. A good faith cost estimate for the Project's NUFs, including the scope of work described under Task 2, above.
  - The cost shall be estimated within (+30%; -15%) range (or if the project is in more advanced development phase, a more narrow range should be defined and used). The cost estimates should include escalation for material and labor rates if the project is anticipated to take longer than one year to construct (Transmission Owner escalation rates for outer years should be used).
  - At a minimum, the cost estimate shall be broken down into the following items for the Project's NUF, with major assumptions specified (e.g., labor rates, overhead rates, commodity costs, etc.):
    - Project Management;
    - Engineering/Design Costs;
    - Labor/Contractor Costs; and
    - Equipment and Materials.
  
7. Provide an estimate of the time required to complete the interconnection, with major milestone dates.
  - Milestones should include design/ engineering/ procurement/ construction/ installation/ testing/ commissioning/ commercial operation/ close out/turn over to utility of the Project's NUFs.
  - The milestones should provide for long lead items identification for procurement.
  - Provide an estimate of the time required to complete the construction associated with modifications to Transmission Owner facilities.
  
8. Provide a reference list of all applicable Transmission Owner functional, design and equipment specifications and drawings required to complete the detailed engineering, design, procurement, construction, testing and commissioning the Project's NUFs to include, but not limited to, the items as noted below:

## **Access Agreement**

**Discussion:** Del Mar Farms, Inc. is looking to log the property to the north of the STAMP site. This is also the parcel that the GCEDC has a purchase and sale agreement that would be the location of the substation to connect to the 345 kV transmission lines. Del Mar has requested access for their logging company across property owned by the GCEDC to get to this parcel. It is easier for them to access from GCEDC owned property due to the 345 kV transmission lines being immediately to the north of the wooded area.

**Fund commitment:** None.

**Committee action request:** Recommend approval to the full Board to execute the access agreement.

## TEMPORARY ACCESS AND EASEMENT AGREEMENT

THIS TEMPORARY ACCESS AND EASEMENT AGREEMENT (this "Agreement"), dated as of February \_\_\_\_, 2020, is by and between GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, 99 MedTech Drive, Suite 106, Batavia, New York 14020 ("GCEDC") and DEL MAR FARMS, INC., 8344 Powers Road, Batavia, New York 14020 ("Del Mar").

### RECITALS

A. GCEDC owns certain real property located at Crosby Road, Town of Alabama, New York (Tax Account No. 10.-1-3) and the abandoned right of way known as Patterson Road as shown on the tax map attached hereto as Exhibit A (collectively, the "GCEDC Site");

B. Del Mar owns real property adjacent to the GCEDC Site (collectively, the "Del Mar Property") and intends to harvest lumber from the Del Mar Site.

C. Del Mar has requested, and GCEDC desires to permit, Del Mar and Del Mar's agents, contractors, subcontractors and employees, vehicular (including cars and trucks) and pedestrian access over and to the GCEDC Site in order to facilitate the harvest of lumber from the Del Mar Property.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, GCEDC and Del Mar hereby agree as follows:

### AGREEMENT

1. The foregoing recitals are incorporated into, and made a part of, this Agreement.
2. GCEDC does hereby grant to Del Mar, and Del Mar's agents, contractors, subcontractors and employees, a temporary right of access and easement for vehicles (including cars and trucks) and pedestrians to enter upon and use the GCEDC Site for the purpose of harvesting lumber from the Del Mar Property.
3. The term of this Agreement shall commence on the date of this Agreement, and shall continue until completion of the harvesting of lumber on the Del Mar Site, but in all events shall expire at the close of business on \_\_\_\_\_, 2020, unless GCEDC agrees in writing to extend the term hereof.
4. Promptly following the expiration of the term of this Agreement, Del Mar shall repair, at Del Mar's sole cost and expense, all damage to the GCEDC Site caused by Del Mar or Del Mar's agents, contractors, subcontractors and employees.
5. During the term of this Agreement, Del Mar or its agents, contractors, subcontractors shall carry liability insurance naming GCEDC as an additional insured and, upon GCEDC's written request, Del Mar shall provide GCEDC with a certificate of such liability insurance.

6. Del Mar shall save and hold harmless GCEDC from any and all claims, damages and liability arising from or out of Del Mar or Del Mar's agents, contractors, subcontractors and employees use of the GCEDC Site or from any loss or damage arising from any negligence or willful misconduct by Del Mar or Del Mar's agents, contractors, subcontractors and employees occurring on the GCEDC Site.

7. This Agreement may be signed in counterparts.

8. This Agreement shall bind, and shall inure to the benefit of, GCEDC, Del Mar, and their respective successors and assigns.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written.

GENESEE COUNTY INDUSTRIAL DEVELOPMENT  
AGENCY d/b/a GENESEE COUNTY ECONOMIC  
DEVELOPMENT CENTER

By: \_\_\_\_\_  
Name:  
Title:

DEL MAR FARMS, INC.

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

SEE SECTION  
MAP 6

