

#### Meeting Agenda - STAMP Committee

Genesee County Economic Development Center Wednesday, October 30, 2024 - 8:00 a.m. Location: 99 MedTech Drive, Innovation Zone

Page #'s	Topic	Discussion Leader	Desired Outcome	
	1. Call to Order – Enter Public Session	P. Zeliff		
	Presentation – Project Hydroscale			
	<ol> <li>1a. Executive Session         Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:         <ol> <li>Discussions regarding proposed, pending or current litigation.</li> <li>The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.</li> </ol> </li> <li>The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.</li> <li>Enter Public Session</li> </ol>	P. Zeliff		
	2. Chairman's Report & Activities	P. Zeliff		
	2a. Agenda Additions / Deletions / Other Business			
2-4	2b. Minutes: September 4, 2024		Vote	
	3. Discussions / Official Recommendations to the Board:			
5-36	3a. O'Connell Electric Substation contract	M. Masse	Disc / Vote	
37-56	3b. Facilities Study for National Grid	M. Masse	Disc / Vote	
57-148	3c. Project Rampart Lead Agency	M. Masse	Disc / Vote	
149-158	3d. Project Rampart Access Agreement	M. Masse	Disc / Vote	
159-163	3e. Draft Escrow Agreement	M. Masse	Disc / Vote	
164-169	3f. Proposals from Consultants for Data Centers	M. Masse	Disc / Vote	
170-171	3g. Phillips Lytle – FOIL Services	L. Farrell	Disc / Vote	
	4. Adjournment	P. Zeliff	Vote	



# GCEDC STAMP Committee Meeting Wednesday, September 4, 2024

Location: 99 MedTech Drive, Innovation Zone

8:00 a.m.

#### **MINUTES**

**ATTENDANCE** 

Committee Members: M. Clattenburg, C. Yunker, P. Zeliff

Staff: M. Masse, L. Farrell, P. Kennett, E. Finch, L. Casey, C. Suozzi, J. Krencik Guests: R. Crossen (Town of Alabama Supervisor), M. Fitzgerald (Phillips Lytle)

Absent: C. Kemp

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

P. Zeliff called the meeting to order at 8:07 a.m. in the Innovation Zone.

#### 1a. Executive Session

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:08 a.m., for the following reasons:

1. Discussions regarding proposed, pending, or current litigation.

2. 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.

3. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such a public body, but only when publicity would substantially affect the value thereof.

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

R. Crossen entered the meeting at 8:25 a.m.

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

M. Clattenburg made a motion to enter back into public session at 8:55 a.m., seconded by C. Yunker and approved by all.

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

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

2b. Minutes: July 31, 2024

C. Yunker made a motion to approve the July 31, 2024, minutes; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zeliff - Yes

#### DRAFT

C. Yunker - Yes
M. Clattenburg - Yes
C. Kemp - Absent

The item was approved as presented.

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

**3a.** Cost Reimbursement Agreement with National Grid – Included with the meeting materials was a Cost Reimbursement Agreement (CRA) with National Grid for the construction inspection of the low side of the substation at the STAMP site that will be dedicated over to National Grid upon completion.

Fund commitment: \$500,000 included in the \$56 million.

Committee action request: Recommend approval to sign CRA not to exceed \$500,000.

M. Masse stated that the agreement will not be executed, and funds will not be paid until we receive the \$56M grant funds.

M. Clattenburg made a motion to recommend to the full Board the approval of the Cost Reimbursement Agreement with National Grid with the caveat presented above; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

C. Kemp - Absent

The item was approved as presented.

**3b.** Asset Purchase Agreement for Substation – During the initial construction of the substation Plug (Yellowtail) acquired certain component parts that have not been installed yet. These assets need to be transferred to the GCEDC in order for it to complete the substation construction in a manner that NYPA and National Grid would accept dedication of it upon completion. Following is the term sheet that will be used to draft the document.

**Fund Commitment:** None at this time. Any funds to pay for the "Reimbursement Amount" (as defined in the agreement) will come from other companies locating at STAMP and paying for their share of the substation on a per MW basis.

**Board Action Request:** Recommend approval to the full Board of the term sheet of the Asset Purchase Agreement. This would also approve the drafting of the agreement by legal counsel and authorizing signature of the agreement as long as it is in conformity with the terms approved in the attached agreement.

C. Yunker made a motion to recommend to the full Board the approval of the term sheet of the Asset Purchase Agreement for the Substation as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

#### DRAFT

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

The item was approved as presented.

**3c.** Amendment to Contract with CC Environment & Planning – In December of 2023 the GCEDC approved a contract with CC Environment and Planning for the following scope of work:

- General Environmental Services: Includes assistance with on- and off-site design review, permitting, and SEQR; other environmental services, as necessary; and participation in STAMP Technical Team meetings.
- 2. Force Main Frac-out Monitoring: Conduct required monitoring within the 2023 force main fracout areas in accordance with the monitoring plan approved by USFW

They are seeking an amendment to the agreement to cover the remainder of the costs associated with this scope of work.

**Fund Commitment:** \$22,500 for Task A to be covered under the \$56 million. There is no increase to Task B.

**Committee Action request:** Recommend approval to the full Board of the proposal for CC Environment and Planning.

M. Clattenburg made a motion to recommend to the full Board the approval of the amendment to the contract with CC Environment and Planning not to exceed \$22,500; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

The item was approved as presented.

#### 4. Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 9:01 a.m., seconded by  $M_{\star}$  Clattenburg and passed unanimously.

#### O'Connell Electric contract for STAMP substation related work

**Discussion:** O'Connell Electric has prepared a proposal to complete the construction of the substation. The reasons for utilizing O'Connell for this work are as follows:

- 1. They are already on site doing work for another entity
- 2. The project cannot withstand the delay that an RFP process would entail
- 3. A second electrical firm would lead to confusion and finger pointing about any work quality or timeliness issues
- 4. They are familiar with NYPA specifications and their engineering team as well since they have been working on this project with them

**Fund Commitment:** \$31 million to be included in the \$56 million FAST NY award and we would use operating funds to pay until FAST NY funds become available.

Board Action Request: Recommend approval to the full Board of O'Connell Electric contract not to exceed \$31 million.

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A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") was convened in public session at 99 MedTech Drive, Suite 106, Batavia, New York 14020, on October 31, 2024, at 3:00 pm local time.

The meeting was called to order by the \_\_\_\_\_ and, upon roll being called, the following members of the Agency were:

#### PRESENT:

Peter Zeliff, Chairman Matthew Gray, Vice Chair Paul Battaglia Marianne Clattenburg Chandy Kemp Kathleen Manne Craig Yunker

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Resolution No. \_\_\_/2024 - \_\_\_\_

RESOLUTION OFFICIAL ACTION TAKING (i) TOWARD AND APPROVING THE PROCUREMENT OF CONSTRUCTION SERVICES (THE "SERVICES") RELATING TO THE AGENCY'S STAMP PROJECT, (ii) AUTHORIZING THE **EXECUTION** AND **DELIVERY** CONSTRUCTION CONTRACT AND RELATED DOCUMENTS WITH RESPECT TO THE SERVICES (THE "CONTRACT"), (iii) AUTHORIZING THE EXPENDITURE OF THE NECESSARY FUNDS OF THE AGENCY WITH RESPECT TO THE SERVICES, AND (iv) AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION THEREWITH.

WHEREAS, the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center ("GCEDC"), in conjunction with the Genesee Gateway Local Development Corporation ("GGLDC"), the non-profit real estate affiliate of the GCEDC (collectively, "Agency"), have been working for more than a decade on the development of the Western New York Science & Technology Advanced Manufacturing Park ("STAMP"), an advanced manufacturing technology campus on approximately 1,262 acres located on the west side of New York State Route 63/77, approximately five miles north of the I-90/New York State Thruway ("STAMP Site") in the Town of Alabama, New York ("Town"), and

WHEREAS, the Agency is authorized and empowered by the provisions of the Chapter 1030 of the Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Agency is now considering whether to procure the Services pursuant the Contract in relation to STAMP (the "Project"); and

WHEREAS, in 2010, pursuant to the State Environmental Quality Review Act ("SEQR"), the Agency commenced preparation of a generic environmental impact statement consisting of the Draft Generic Environmental Impact Statement ("DGEIS") accepted by the

Agency on April 14, 2011, the Final Generic Environmental Impact Statement ("FGEIS") accepted by the Agency on January 19, 2012, as well as the public comments on the DGEIS received at the May 12, 2011, public hearing and during the public comment period which was conducted from April 21, 2011, through June 23, 2011 (collectively, the DGEIS and the FGEIS are referred to as the "STAMP GEIS"); and

WHEREAS, the purposes of the STAMP GEIS were to identify and evaluate the potential significant adverse environmental impacts of STAMP, compare the reasonable alternatives, and, where applicable, to identify reasonable mitigation measures to reduce the effect of those impacts to the maximum extent practicable, while weighing the substantial potential social and economic benefits of STAMP; and

WHEREAS, the GCEDC, as lead agency, issued a written Findings Statement based on the STAMP GEIS on March 12, 2012 ("2012 GCEDC Findings") approving STAMP and committing to undertake it; and

WHEREAS, the Agency prepared a smart growth impact statement ("SGIS") for STAMP pursuant to the State Smart Growth Public Infrastructure Policy Act separately from the STAMP GEIS in February, 2012; and

WHEREAS, in 2016 and 2020, a number of changes were made to STAMP which necessitated further environmental review and such review was undertaken by the Agency; and

WHEREAS, Amended Findings Statements were issued by the Agency in 2016 and 2020 (the 2012 GCEDC Findings and the Amended Findings issued in 2016 and 2020 are, collectively, the "STAMP Findings"); and

WHEREAS, the STAMP Findings contemplated the construction of an electrical substation (the "Substation") as part of STAMP; and

WHEREAS, Plug Power retained O'Connell Electric Company, Inc. ("Contractor") to perform work on the Substation, but has now abandoned that work; and

WHEREAS, the Substation is a vital component of STAMP; and

WHEREAS, at its June 6, 2024 meeting, the Agency approved the Contactor to perform certain engineering work for the Substation; and

WHEREAS, the next step in the development of the Substation involves certain construction work; and

WHEREAS, the Contractor has submitted a proposal to the Agency to perform the Services dated August 29, 2024; and

WHEREAS, the Agency now desires to make its determination to accept such proposal and proceed with the procurement of the Services from the Contractor pursuant to the Contract (the "Project"), all subject to the terms hereof; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

- Section 1. The Agency hereby determines that the Project is consistent with the corporate purposes of the Agency, will preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of the Genesee County, New York, will improve their standard of living and will prevent unemployment and economic deterioration.
- Section 2. Having considered the STAMP Findings and STAMP GEIS, and having considered the relevant environmental impacts, facts and conclusions relied upon to meet the requirements of 6 N.Y.C.R.R. § 617.11, and having weighed and balanced the relevant impacts with social, economic and other considerations, the Agency recertifies that:
  - (i) The requirements of 6 N.Y.C.R.R. Part 617 have been met; and
- (ii) Consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the Project remains one which avoids or minimizes adverse environmental effects to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures which were identified as practicable.
- Section 3. The Agency hereby ratifies, confirms and approves all actions heretofore taken by the Agency's President and Chief Executive Officer, Senior Vice President of Operations, Procurement Officer and the staff of the Agency with respect to the Project, including, without limitation, (a) the execution and delivery of any documents, instruments and agreements heretofore executed or delivered by the Agency related thereto, (b) those actions required to ensure full compliance with the requirements of the Act and applicable laws that relate to the Project, and (c) the appointment of the law firm of Phillips Lytle LLP, as Special Counsel to the Agency with respect to all matters in connection with the Project.
- Section 4. The Agency hereby further determines to proceed with the Project and authorizes the Agency's Chairman, President and Chief Executive Officer, and the Senior Vice President of Operations, acting individually or jointly, to (a) negotiate, execute and deliver the Contract and all other documents, instruments and agreements as such officer(s) may deem advisable or necessary, which are not inconsistent with the intent and substance of this Resolution, to (i) acquire the Services, and (ii) pay, or finance the payment of the cost of the Services and all related costs (collectively, the "Project Documents"), the execution and delivery of such Project Documents by the Agency being on such terms and conditions as such officer(s) shall deem necessary or advisable, and (b) do all things necessary, convenient or appropriate for the accomplishment thereof. The execution and delivery of the Project Documents by any one of said officers shall be conclusive evidence of due authorization and approval. In addition, where

appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency to any such Project Documents and to attest the same.

Section 5. The Agency hereby further authorizes the expenditure of up to \$1,247,400 of funds of the Agency with respect to the Project.

Section 6. The Agency hereby determines that it has complied with its Procurement Policy and Guidelines (the "Policy"). The Agency's Procurement Officer has determined that it is "not in the best interest of the ["Agency"] to procure the Services pursuant to the Competitive Quotation requirements of the Policy. Pursuant to Section 6.3(2)(iii) of the Policy, the Agency hereby determines that it is not in the best interest of the Agency to procure the Services in accordance with the Agency's Competitive Quotation requirements and that procurement of same need not be pursuant to the Competitive Quotation process set forth in the Policy. The Procurement Officer has satisfactorily explained to the Agency the procurement process undertaken in connection with the Contract including:

- the Contractor is already on site performing related work,
- the Contractor is already familiar with the required Services,
- contracting with the Contractor will reduce or eliminate any delays with the construction of the Substation, and
- the Agency has received the opinion letter dated October 24, 2024 to the effect that the costs of the Services proposed by the Contractor are "reasonable" and "align with industry standards".

Section 7. All covenants, stipulations, obligations and agreements of the Agency contained in this Resolution and contained in the Project Documents shall be deemed to be the covenants, stipulations, obligations and agreements of the Agency to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Agency and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Agency or the members thereof by the provisions of this Resolution and the Project Documents shall be exercised or performed by the Agency or by such members, officers, board or body as may be required by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in any of the Project Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity, and neither the members of the Agency nor any officer executing any of the Project Documents shall be liable personally on any of the Project Documents or be subject to any personal liability or accountability by reason of the issuance thereof.

<u>Section 8</u>. The officers, employees and agents of the Agency are hereby authorized and directed, acting individually or jointly, for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Project Documents, to execute

and deliver all such additional certificates, instruments, agreements and documents, to pay all such fees, charges and expenses, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, convenient or appropriate to effect the purposes of this Resolution and to cause compliance with all of the terms, covenants and provisions of the Project Documents to which the Agency is a party or which are binding on the Agency.

Section 9. The Agency recognizes that due to the unusual complexities of the Project it may become necessary that certain of the terms approved hereby may require modifications which will not affect the intent and substance of the authorizations and approvals by the Agency herein. The Agency's Chairman, President and Chief Executive Officer, and the Senior Vice President of Operations, acting individually or jointly, are hereby authorized to approve modifications to the terms approved herein which are not inconsistent with the intent and substance of this Resolution, such approval to be conclusively evidenced by the execution by any one of such officers of documents, instruments or agreements containing such modifications.

<u>Section 10</u>. The Chairman and the President and Chief Executive Officer, acting individually or jointly, are hereby authorized to do such further things or perform such further acts as may be necessary, convenient or appropriate to implement the provisions of this Resolution.

<u>Section 11</u>. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yea		Nay		Absent		Abstain	
Peter Zeliff	1	1	1	1	ì	1	Ì	Í
Matthew Gray	Ĩ	î	Ì	i	Ì	1	Ī	1
Paul Battaglia	Ī	i	Ì	1	Ì	1	ľ	í
Marianne Clattenburg	gĺ	i	ì	Î	Ì	i	Ť	1
Chandy Kemp	Ī	ĺ	Ī	i	Ĩ	i	Ī	í
Kathleen Manne	Ĭ	ĺ	Î	ĺ	Ì	í	Ì	1
Craig Yunker	I	j	į	i	Ì	j	Ì	i

The Resolution was thereupon duly adopted.

### CERTIFICATION

STATE OF NEW YORK	)			
COUNTY OF GENESEE	) SS.: )			
I, the undersigned [Asst. Agency d/b/a Genesee County Ec that I have compared the foregoin Agency, including the Resolution thereof on file in my office, and a such Resolution set forth therein a subject matters therein referred to.	conomic Develong extract of the contained there that the same is and of the whole	opment Center e minutes of the ein, held on Oos s a true and co	(the "Agency"), do he ne meeting of the mer ctober 31, 2024, with rrect copy of said ori	ereby certify mbers of the the original ginal and of
I FURTHER CERTIFY to meeting; (B) said meeting was in Officers Law (the "Open Meeting for the Executive Session, and due accordance with such Open Meet. Agency present throughout said meeting to the Executive Session and due accordance with such Open Meet.	all respects du gs Law"), said a e notice of the ti ings Law; and	nly held; (C) positive meeting was of time and place (D) there was	ursuant to Article 7 o pen to the general pu of said meeting was d a quorum of the men	f the Public ablic, except uly given in
I FURTHER CERTIFY the and effect and has not been amend	at, as of the dated at a ded, repealed or	e hereof, the at rescinded.	ttached Resolution is	in full force
IN WITNESS WHEREOR	F, I have hereu, 2024.	anto set my h	and and affixed the	seal of the
			Secretary	_



## O'Connell Electric Company, Inc.

Industrial & Commercial Construction · Power Line & Substation · Vegetation Management  $Communications \cdot Transportation \cdot Renewable \ Energy \cdot Service \ \& \ Maintenance \cdot Technical \ Services$ 

#### September 23, 2024

Genesee County Economic Development Center 99 MedTech Drive Batavia, NY 14020 Attn: Mark Masse

Re: STAMP Engineering Scope of Work

We are pleased to provide you with our proposal for the remainder of electrical work associated with the above referenced project. Please see the National Grid breakdown in attached Appendix A and the NYPA breakdown in Appendix B.

#### Appendix A – National Grid Scope of Work

- NGRID Electrical Scope
- NGRID Civil/Structural Scope
- NGRID Testing and Commissioning Scope of Work
  - NGRID Pre-Commissioning & Equip. Acceptance Testing
  - NGRID Protection & Control Commissioning

#### Appendix B - NYPA Scope of Work

- NYPA 345kv Transmission Line Scope:
- NYPA Electrical Scope
- NYPA Civil/Structural Scope
- NYPA Testing and Commissioning Scope
  - NYPA Pre-Commissioning and Equip. Acceptance Testing
  - NYPA High Side Station Service Metering
  - NYPA 480V Maintenance Power
  - NYPA Arc Flash Study
  - NYPA Sensor Deployment
  - NYPA Protection & Control Commissioning
  - Lockout Relays
  - NYPA Automation & Integration Commissioning
- Remote Ends Commissioning Scope of Work
  - Dysinger Remote End Protection & Control Commissioning
  - Dysinger Remote End Automation & Integration Commissioning
  - Station 255 (Excelsior) Remote End Protection & Control Commissioning
  - Station 255 (Excelsior) Remote End Automation & Integration Commissioning
  - Station 255 (Cider) Remote Ends Protection & Control Commissioning
  - Station 255 (Cider)- Remote Ends Automation & Integration Commissioning
- Testing & Commissioning Manager
- Utility Interconnect Specialist:
- Design Phase Engineer
- Project Deliverables

#### STAMP Site:

- Removal of all temporary poles and electric from Crosby Rd to the site.
- Removal of all office trailers / storage containers.

Corporate Headquarters 830 Phillips Road | Victor, NY 14564 | P 585.924.2176 | F 585.924.4973

Albany 2360 Maxon Road Ext | Schenectady, NY 12308 | P 518.346.0077 | F 518.346,0728 Rocinester 390 Systems Road | Rochester, NY 14623 | P 585.424.3472 | F 585.424.3486 Buffalo 20 Lancaster Parkway | Lancaster, NY 14086 | P 716.675.9010 | F 716.686.0586 Rochester 400 Systems Road | Rochester, NY 14623 | P 585.869.4630 | F 585.272.0107

Syraguse Hancock Airpark 7001 Performance Drive | North Syraguse, NY 13212 | P 315.437.1453 | F 315.437.7431



Restoration of staging area per the site drawings.

#### **Assumptions & Clarifications:**

- Remote end engineering only has been included in the previous contract. We assume All physical
  work associated with the remote end stations will be performed thru a separate EPC agreement
  and is not included in this proposal.
- O'Connell has acquired the following permits for this project.
  - GCEDC/STAMP Part 182 Permit
  - GCEDC/STAMP Part 182 Permit for increase in Limit of Disturbance (LOD 1.54-acre increase)
  - Town of Alabama Zoning/Building Permit
  - National Grid Control House Permit (Town of Alabama)
  - NYPA Control House Permit (Town of Alabama)
  - Permit to install transmission pole foundations on NYPA property 5-acre waiver approval
  - Stormwater Pollution Prevention Plan (SWPPP)

We are pleased to have the opportunity to provide you with this quote should you have any questions please do not hesitate to contact me at 585-370-5459 or e-mail at <a href="mailto:Thomas.sweeney@oconnellelectric.com">Thomas.sweeney@oconnellelectric.com</a>.

Sincerely,
Thomas F Sweeney

O'CONNELL ELECTRIC Tom Sweeney Project Manager



#### Appendix A

#### **NGRID Electrical Scope:**

- (9) 115KV Breakers
- (19) 115KV Switches
- (4) Capacitor Banks
- (6) SSVT Station Service Transformers
- (2) CCVT's
- (12) Metering PT's
- Installation of OH 5"Aluminum Bus and wire bus.
- Flexible conduit connections from conduit stub ups to the field devices.
- Control Cable from the control house to the field devices.
- LV power cables from SSVT's Station Service Transformers to Control House.
- Permitter fence including (2) Vehicle swing gates.
- (26) Holophane site lights
- Termination and point to point testing of all cables.

#### NGRID Civil/Structural Scope:

- (2) 150' deep ground wells connecting to the existing ground grid system.
- Finish yard stone as shown on the drawings.

#### NGRID Testing and Commissioning Scope of Work:

#### NGRID - Pre-Commissioning & Equip. Acceptance Testing

- R5080 115kV Power Circuit Breaker Acceptance Testing
- R125- 115kV Power Circuit Breaker Acceptance Testing
- R115 115kV Power Circuit Breaker Acceptance Testing
- R8115 115kV Power Circuit Breaker Acceptance Testing
- R8105 115kV Power Circuit Breaker Acceptance Testing
- R1745 115kV Power Circuit Breaker IPO Acceptance Testing
- R1735 115kV Power Circuit Breaker IPO Acceptance Testing
- R1725 115kV Power Circuit Breaker IPO Acceptance Testing
- R1715 115kV Power Circuit Breaker IPO -Acceptance Testing
- SW1744- 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW1734 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW1724 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW1714 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW128 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW126 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW118 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW116 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW8116 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW8106 115kV Gang Operated Disconnect Switches Acceptance Testing
   SW5081 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW5083 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW5071 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW5061 115kV Gang Operated Disconnect Switches Acceptance Testing



- SW5051 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW5041 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW5031 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW5021 115kV Gang Operated Disconnect Switches Acceptance Testing
- SW5011 115kV Gang Operated Disconnect Switches Acceptance Testing
- CCVT-1 115kV Bus C (Single Phase) Acceptance Testing
- CCVT-2 115kV Plug Power Line (Single Phase) Acceptance Testing
- SSVT-1 115kV-120/240v House Service Acceptance Testing
- SSVT-2 115kV-120/240v House Service Acceptance Testing
- PT 115kV West Bus Metering (Set of 3) Acceptance Testing
- PT 115kV East Bus Metering (Set of 3) Acceptance Testing
- PT 115kV Bus A Metering (Set of 3) Acceptance Testing
- PT 115kV Bus B Metering (Set of 3) Acceptance Testing
- Cap Bank #1 35MVAR Acceptance Testing
- Cap Bank #2 35MVAR Acceptance Testing
- Cap Bank #3 35MVAR Acceptance Testing
- Cap Bank #4 35MVAR Acceptance Testing
- (5) Surge Arrestors 96kV (Set of 3) Acceptance Testing
- Bus #1 115kV Acceptance Testing
- Bus #2 115kV Acceptance Testing
- Bus #3 115kV Acceptance Testing
- Ground Grid Fall of Potential Testing
- Ground Resistance of New Equipment Connection
- Wiring Verification from Control House to Yard Device
- Wiring Verification of System Protection & Control Cabinets
- DC Battery Bank and Charger Acceptance Testing
- AC Service Entrance Equipment
- DC Service Equipment
- Wiring Verification of Communication Cabinets
- Wiring Verification of Interconnection Wiring between Cabinets
- R5080 115kV Power Circuit Breaker Local Functional Testing
- R125- 115kV Power Circuit Breaker Local Functional Testing
- R115 115kV Power Circuit Breaker Local Functional Testing
- R8115 115kV Power Circuit Breaker Local Functional Testing
- R8105 115kV Power Circuit Breaker Local Functional Testing
- R1745 115kV Power Circuit Breaker IPO Local Functional Testing
- R1735 115kV Power Circuit Breaker IPO Local Functional Testing
- R1725 115kV Power Circuit Breaker IPO Local Functional Testing
- R1715 115kV Power Circuit Breaker IPO -Local Functional Testing
- CCVT-1 115kV Bus C (Set of 1) Functional Testing
- CCVT-PP 115kV Plug Power Outgoing (Set of 1) Functional Testing
- PT 115kV West Bus Metering (Set of 3) Functional Testing
- PT 115kV East Bus Metering (Set of 3) Functional Testing
- PT 115kV Bus A Metering (Set of 3) Acceptance Testing Functional Testing
- PT 115kV Bus B Metering (Set of 3) Acceptance Testing Functional Testing
- Cap Bank #1 35MVAR Functional Testing
- Cap Bank #2 35MVAR Functional Testing
- Cap Bank #3 35MVAR Functional Testing



- Cap Bank #4 35MVAR Functional Testing
- Control House Ancillary Systems Check-out

#### NGRID - Protection & Control Commissioning

- 87B/BSC/B-Pro 4000 Protection Suite Commissioning
- 25/R125/SEL-351-6 Protection Suite Commissioning
- 94A/BSB/SEL-351-6 Protection Suite Commissioning
- 87A/BSCSEL-587Z Protection Suite Commissioning94B/BSB/SEL-351-6 Protection Suite Commissioning
- 50BFA/25/R8115 /SEL-351-6 Protection Suite Commissioning
- 50BFA/25/R8105/SEL-351-6 Protection Suite Commissioning
- 21C/CAP4/ALP4100 Protection Suite Commissioning
- 87V/CAP4/SEL487V Protection Suite Commissioning
- 50BFB/R8115/SEL-351-6 Protection Suite Commissioning
- 50BFB/R8105/SEL-351-6 Protection Suite Commissioning
- 21C/CAP3/ALP2100 Protection Suite Commissioning
- 87V/CAP3/SEL487V Protection Suite Commissioning
- 86A/CAP4 LOR Functional Testing
- 86B/CAP4 LOR Functional Testing
- 86BFA/R125 LOR Functional Testing
- 86BFB/R125 LOR Functional Testing
- 86A/CAP3 LOR Functional Testing
- 86B/CAP3 LOR Functional Testing
- 86BFA/BSB LOR Functional Testing
- 86BFB/BSB LOR Functional Testing
- 86A/BSB LOR Functional Testing
- 86B/BSB LOR Functional Testing
- 86BFA/BSC LOR Functional Testing
- 86BFB/BSC LOR Functional Testing
- 86A/BSC LOR Functional Testing
- 86B/BSC LOR Functional Testing
- 86BFA/R115 LOR Functional Testing
- 86BFB/R115 LOR Functional Testing
- 86A/BSA LOR Functional Testing
- 86B/BSA LOR Functional Testing
- 86BFA/BSA LOR Functional Testing
- 86BFB/BSA LOR Functional Testing
- 86A/Cap2 LOR Functional Testing
- 86B/Cap2 LOR Functional Testing
- 86A/Cap1 LOR Functional Testing
- 86B/CAP1 LOR Functional Testing
- 87B/BSC/B-Pro 4000 Protection Suite Functional Testing
- 25R125/SEL-351-6 Protection Suite Functional Testing
- 94A/BSB/SEL-351-6 Protection Suite Functional Testing
- 87A/BSC/SEL-587Z Protection Suite Functional Testing
- 94B/BSB/SEL-351-6 Protection Suite Functional Testing
- 50BFA/25/R8115/SEL-351-6 Protection Suite Functional Testing

- 50BFA/25/R8105/SEL-351-6 Protection Suite Functional Testing
- 21C/CAP4/ALP4100 Protection Suite Functional Testing
- 87V/CAP4/SEL487V Protection Suite Functional Testing
- 50BFB/R8115/SEL-351-6 Protection Suite Functional Testing
- 50BFB/R8105/SEL-351-6 Protection Suite Functional Testing
- 21C/CAP3/ALP4100 Protection Suite Functional Testing
- 87V/CAP3/SEL487V Protection Suite Functional Testing
- 87B/BSW/SEL-411L Protection Suite Commissioning
- 87A/BSW/GE-L90 Protection Suite Commissioning
- 79/R5080/SEL-351-6 Protection Suite Commissioning
- 87A/BSB/SEL-587Z Protection Suite Commissioning
- 87B/BSB/SEL487B Protection Suite Commissioning
- 87B/BSA/SEL487B Protection Suite Commissioning
- 25/R115/SEL-351-6 Protection Suite Commissioning
- 94A/BSA/SEL-351-6 Protection Suite Commissioning
- 94B/BSA/SEL-351-6 Protection Suite Commissioning
- 87A/BSASEL-587Z Protection Suite Commissioning
- 21C/CAP2/ALP4100 Protection Suite Commissioning
- 87V/CAP2/SEL487V Protection Suite Commissioning
- 21C/CAP1/ALP4100 Protection Suite Commissioning
- 87V/CAP1/SEL487V Protection Suite Commissioning
- 87B/BSE/SEL411L Protection Suite Commissioning
- 87A/BSE/GEL90 Protection Suite Commissioning
- 87LB/LN508/SEL411L Protection Suite Commissioning
- 87LA/LN508/GEL90 Protection Suite Commissioning
- 87B/BSW/SEL-411L Protection Suite Functional Testing
- 87A/BSW/GE-L90 Protection Suite Functional Testing
- 79R5080/SEL-351-6 Protection Suite Functional Testing
- 87A/BSB/SEL-587Z Protection Suite Functional Testing
- 87B/BSB/SEL487B Protection Suite Functional Testing
- 87B/BSA/SEL487B Protection Suite Functional Testing
- 25/R115/SEL-351-6 Protection Suite Functional Testing
- 87A/BSASEL-587Z Protection Suite Functional Testing
- 94A/BSA/SEL-351-6 Protection Suite Functional Testing
- 94B/BSA/SEL-351-6 Protection Suite Functional Testing
- 21C/CAP2/ALP4100 Protection Suite Functional Testing
- 87V/CAP2/SEL487V Protection Suite Functional Testing
- 21C/CAP1/ALP4100 Protection Suite Functional Testing
- 87V/CAP1/SEL487V Protection Suite Functional Testing
- 87B/BSE/SEL411L Protection Suite Functional Testing
- 87A/BSE/GEL90 Protection Suite Functional Testing
- 87LB/LN508/SEL411L Protection Suite Functional Testing
- 87LA/LN508/GEL90 Protection Suite Functional Testing
- (8) Bitronics Meters
- (1) PCube Power Quality Meter

#### Appendix B

#### NYPA 345kv Transmission Line Scope:

- Construction of the IFC Package that was issued 11/20/2023.
- Erection of (6) monopoles bringing the (2) existing 345KV Overhead lines (DS-1 & DS-2) into the STAMP Substation, (4) located North of the STAMP Substation in the NYPA ROW and (1) located on the East and (1) located on the West side of the STAMP Substation.
- New T Line designations into the STAMP Substation are as follows.
  - Dysinger DS1 T-Line
  - Byron SG1 T-Line
  - Dysinger DS2 T-Line
  - Byron SB2 T-Line
- Removal of existing Structures DS1 -33/2 and DS2-33/2.
- Rework of the OPGW fiber cable from the new Monopoles in the NYPA ROW bringing them
  underground into / out of the NYPA Control House in the STAMP substation. We will confirm
  connectivity between the two remote ends and STAMP Substation.
- Coordination of outages to perform the work above.

#### NYPA Electrical Scope:

- (4) 345KV Structural Steel supports.
- (2) 115KV Structural Steel supports
- Miscellaneous Structural Steel supports for aluminum bus, switch supports, CCVT supports, and CT/PT supports
- Installation of OH 5"Aluminum Bus and wire bus.
- (20) 345KV CCVT
- (12) 345KV CT/PT
- (6) 115KV CCVT
- (6) 345KV Disconnect Switch MOD.
- (17) 345KV Disconnect Switch
- (2) 115KV Disconnect Switches
- (6) 15KV Disconnect Switches
- (8) 345KV Breakers
- (2) 115KV Breakers
- (2) SSVT Station Service Transformers
- (1) Standby Generator with Diesel Storage tank
- (3) 100' Lightning Mast
- (25) Holophane site lights.
- Installation of the relay cabinets in the NYPA control house.
- Installation of control house interconnection wiring.
- (2) Oil Minder sump pumps for the (2) Oil Containment pits of the Power Transformers
- All connections to the (2) Siemens 600MVA Power Transformers
- Termination and point to point testing of all cables.
- Flexible conduit connections from conduit stub ups to the field devices.
- Permitter Fence with Motor operated vehicle gate.
- Security (2) Cameras, (1) Electronic card access located at the vehicle gate.
- Bathroom / shower building within the fence line separate from the control house.
- Control Cable from the control house to the field devices.
- MV Cable from the Power Transformers to the Station Service Transformers
- LV Power cable from SSVT's Station Service Transformers to Control House.
- Overhead connection to the (2) NYPA 115KV takeoff structures.



- Installation of a 480V 3 phase Switchboard, Transformer 3 phase 208V / 480V and associated foundations
- High side station service metering including CT's and PT's.
- Telecom panel buildout for IT/ OT scope of work.

#### NYPA Civil/Structural Scope:

- (111) 4'0" Diameter x 15'0" Depth Concrete Foundations
- (112) 4'0" Diameter x 15'0" Depth Concrete Foundations
- (111) 4'0" Diameter x 25'0" Depth Concrete Foundations
- (20) 5'0" Diameter x 20'0" Depth Concrete Foundations
- (4) 5'0" Diameter x 17'6" Depth Concrete Foundations
- (8) 345KV Breaker Foundations
- (8) 345KV Working Platform Foundations
- (2) 115KV Breaker Foundations
- (2) 115KV Working Platform Foundations
- (2) Station Service Transformers Foundations
- (1345') Old Castle Plastibeton Cable Trench
- Ground Grid installation
- Underground conduit from Cable Trench to field devices.
- Water filtration system.
- Subbase and finish stone as shown on the drawings.

### NYPA - Pre-Commissioning and Equip. Acceptance Testing

- 1902 115kV Power Circuit Breaker Acceptance Testing
- 1908 115kV Power Circuit Breaker Acceptance Testing
- 3302 345kV Power Circuit Breaker Acceptance Testing
- 3308 345kV Power Circuit Breaker Acceptance Testing
- 3202 345kV Power Circuit Breaker Acceptance Testing
- 3208 345kV Power Circuit Breaker Acceptance Testing
- 3102 345kV Power Circuit Breaker Acceptance Testing
- 3108 345kV Power Circuit Breaker Acceptance Testing
- 3002 345kV Power Circuit Breaker Acceptance Testing
- 3008 345kV Power Circuit Breaker Acceptance Testing
- 3302 345kV Power Circuit Breaker Local Functional Testing
- 3308 345kV Power Circuit Breaker Local Functional Testing
- 3202 345kV Power Circuit Breaker Local Functional Testing
- 3208 345kV Power Circuit Breaker Local Functional Testing
- 1902 115kV Power Circuit Breaker Local Functional Testing
- 1908 115kV Power Circuit Breaker Local Functional Testing
- 3302 345kV Power Circuit Breaker Local Functional Testing
- 3308 345kV Power Circuit Breaker Local Functional Testing
- 3002 345kV Power Circuit Breaker Local Functional Testing
- 3008 345kV Power Circuit Breaker Local Functional Testing
- T-1 345/115/13.8kV Autotransformer Current Transformer Acceptance Testing
- T-2 345/115/13.8kV Autotransformer Current Transformer Acceptance Testing
- T-1 345/115/13.8kV Autotransformer Functional Testing

- T-2 345/115/13.8kV Autotransformer Functional Testing
- 3903 345kV Motor Operated, Double Break, Disconnect Switch Acceptance Testing
- 3909 345kV Motor Operated, Double Break, Disconnect Switch Acceptance Testing
- 3217 345kV Motor Operated, Double Break, Disconnect Switch Acceptance Testing
- 3317 345kV Motor Operated, Double Break, Disconnect Switch Acceptance Testing
- 3005 345kV Motor Operated, Double Break, Disconnect Switch Acceptance Testing
- 3017 345kV Motor Operated, Double Break, Disconnect Switch Acceptance Testing
- 3301 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3303 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3307 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3309 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3201 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3203 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3207 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3209 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3101 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3103 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3107 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3109 345kV Gang Operated Disconnect Switch Acceptance Testing
   3001 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3003 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3007 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3009 345kV Gang Operated Disconnect Switch Acceptance Testing
- 3111 345kV Gang Operated Disconnect Switch Acceptance Testing
- 1901 115kV Disconnect Switch Acceptance Testing
- 1907 115kV Disconnect Switch Acceptance Testing
- 3903 345kV Motor Operated, Double Break, Disconnect Switch Functional Testing
- 3909 345kV Motor Operated, Double Break, Disconnect Switch Functional Testing
- 3217 345kV Motor Operated, Double Break, Disconnect Switch Functional Testing
- 3317 345kV Motor Operated, Double Break, Disconnect Switch Functional Testing
- 3005 345kV Motor Operated, Double Break, Disconnect Switch Functional Testing
- 3017 345kV Motor Operated, Double Break, Disconnect Switch Functional Testing
- 3301 345kV Gang Operated Disconnect Switch Functional Testing
- 3303 345kV Gang Operated Disconnect Switch Functional Testing
- 3307 345kV Gang Operated Disconnect Switch Functional Testing
- 3309 345kV Gang Operated Disconnect Switch Functional Testing
- 3201 345kV Gang Operated Disconnect Switch Functional Testing
- 3203 345kV Gang Operated Disconnect Switch Functional Testing
- 3207 345kV Gang Operated Disconnect Switch Functional Testing
- 3209 345kV Gang Operated Disconnect Switch Functional Testing
- 3101 345kV Gang Operated Disconnect Switch Functional Testing
- 3103 345kV Gang Operated Disconnect Switch Functional Testing
- 3107 345kV Gang Operated Disconnect Switch Functional Testing
- 3109 345kV Gang Operated Disconnect Switch Functional Testing
- 3001 345kV Gang Operated Disconnect Switch Functional Testing
- 3003 345kV Gang Operated Disconnect Switch Functional Testing
- 3007 345kV Gang Operated Disconnect Switch Functional Testing
- 3009 345kV Gang Operated Disconnect Switch Functional Testing



- 3111 345kV Gang Operated Disconnect Switch Functional Testing
- 1901 115kV Gang Operated Disconnect Switch Functional Testing
- 1907 115kV Gang Operated Disconnect Switch Functional Testing
- CCVT 345kV 3316Set of 3 Acceptance Testing
- CCVT 345kV 3256 Set of 3 Acceptance Testing
- CCVT 345kV 3212 Set of 1 Acceptance Testing
- CCVT 345kV 3316 Set of 3 Functional Testing
- CCVT 345kV 3256 Set of 3 Functional Testing
- CCVT 345kV 3212 Set of 1 Functional Testing
- CCVT 345kV 3112 Set of 1 Acceptance Testing
- CCVT 345kV 3112 Set of 1 Functional Testing
- CCVT 345kV 3216 Set of 3 Acceptance Testing
- CCVT 345kV 3216 Set of 3 Functional Testing
- CCVT 345kV 3016 Set of 3 Acceptance Testing
- CCVT 345kV 3016 Set of 3 Functional Testing
- CCVT 345kV 3004 Set of 3 Acceptance Testing
- CCVT 345kV 3004 Set of 3 Functional Testing
- CCVT 345kV 3156 Set of 3 Acceptance Testing
- CCVT 345kV 3156 Set of 3 Functional Testing
- CCVT 115kV 1916 Set of 3 Acceptance Testing
- CCVT 115kV 1916 Set of 3 Functional Testing
- CCVT 115kV 1912 Set of 3 Acceptance Testing
- CCVT 115kV 1912 Set of 3 Functional Testing
- Bus Work 115kV Bus Acceptance Testing
- Bus Work 345kV Bus Acceptance Testing
- Surge Arrestors 96kV Acceptance Testing
- Surge Arrestors 276kV Acceptance Testing
- Ground Grid Testing Per IEEE-81 NYPA Station Acceptance Testing
- Ground Grid Testing New Connections NYPA Station Acceptance Testing
- Wiring Verification Control House to Yard Equipment Acceptance Testing
- Wiring Verification System Protection & Control Cabinets Acceptance Testing
- Wiring Verification System Protection & Control Cabinet Interconnection Acceptance Testing
- Wiring Verification Communications Cabinets Acceptance Testing
- DC Battery Bank and Chargers Lead Acid 800mAh Acceptance Testing
- AC Station Service Equipment Acceptance Testing
- AC Station Service Equipment Functional Testing
- DC Service Equipment Acceptance Testing
- Control House Ancillary Systems Acceptance Testing
- SSVT-1 345kV/120-240v Station Service Transformer Acceptance Testing
- SSVT-2 345kV/120-240v Station Service Transformer Acceptance Testing

#### NYPA High Side Station Service Metering

- 13.8kV CTs (set of 3) Acceptance Testing
- 13.8kV CTs (set of 3) Functional Testing
- 13.8kV PTs (set of 3) Acceptance Testing
- 13.8kV PTs (set of 3) Functional Testing
- 13.8kV Fused Disconnects

#### NYPA 480V Maintenance Power

- Pad-Mount Transformer
- Wiring verification on switchboard panel to yard equipment breakers and transformers

#### NYPA Arc Flash Study

- Review and print Arc Flash Labels
- Complete as-built data collection as needed to complete the as-left study.

#### NYPA Sensor Deployment

- Provide installation oversight and commissioning support to the transformer manufacturer during the on-site installation and wiring the DGA900 units and associated components onsite as per the drawings provided during construction. Equipment manufacturer to complete installation of all components.
- Provide oversight and commissioning support to the manufacturer while configuration and commissioning the DGA900 caution and alarm setpoints as per NYPA's DGA and Winding Temperature Alarms Guideline document is completed. Manufacturer to provide commissioning of all installed components.
- Provide installation oversight and commissioning support to the transformer manufacturer during the on-site installation of the Weschler temperature monitor units and associated components as per the drawings provided during construction.
   Manufacturer to provide installation of all installed components.
- Provide oversight and commissioning support to the manufacturer while configuration and commissioning the Weschler alarm setpoints as per NYPA's DGA and Winding Temperature Alarms Guideline document is completed.
- Provide installation oversight and commissioning support to the circuit breaker manufacturer during the on-site installation of the circuit breaker monitor units and associated components as per the drawings provided during construction.
- Provide oversight and commissioning support to the manufacturer while configuration and commissioning the circuit breaker monitors. Manufacturer to provide commissioning of all installed components.
- Provide installation oversight and commissioning support to the battery bank
  manufacturer during the on-site installation and wiring the Eagle Eye Battery Bank
  monitoring units and associated components onsite as per the drawings provided during
  construction. Equipment manufacturer to complete installation of all components.
- Provide oversight and commissioning support to the manufacturer while configuration and commissioning of the Eagle Eye Battery Bank monitoring equipment is completed.
   Manufacturer to provide commissioning of all installed components.
- Confirm proper configuration of all sensor deployment devices and the sensor deployment network components as per the NYPA Sensor Deployment Application Guide document and provide commissioning support to validate data points in the field.
- Confirm proper as-built drawing modifications detailed enclosure wiring, power, and termination diagrams for sensor deployment device cabling.
- Confirm proper as-built drawing modification of the network communication drawings detailing the specific port connections to the sensor deployment switches and firewalls.
- Verification of all communication equipment and wiring for the sensor deployment system as per the drawings provided at construction.
- Review created PI tags to be used by PI System software for NYPA review and comment. PI tags shall conform to the PI Naming Convention standard document. PI tags developed by Black and Veatch.
- Review the sensor deployment RTAC configuration file for NYPA review and comment.
   Configuration file to be developed by Black and Veatch.



- Upload configuration file into the Sensor Deployment RTAC and prove all data points.
- Create and provide test reports documenting the point-to-point checkout between the sensor devices and the sensor deployment RTAC.
- Create and provide as-commissioned backup files for CBS Lite, Weschler, Eagle Eye Battery Monitor, SEL 3622, and SEL RTACs.
- Verify BOM for all new equipment installed. BOM to include device model #, serial #, part #, configuration #. BOM produced during the design phase from Black and Veatch team.
- Review and submit OEM commissioning reports for the Weschler temperature monitor,
   Eagle Eye Battery Monitor, GE DGA900 and CBS Lite circuit breaker monitor.

#### NYPA - Protection & Control Commissioning

- SEL451 BFS/3302 -- Protection Suite Commissioning
- SEL451 BFS/3302 Functional Testing
- SEL451 BFS/3308 Protection Suite Commissioning
- SEL451 BFS/3308 Functional Testing
- SEL451 BFS/3208 Protection Suite Commissioning
- SEL451 BFS/3208 Functional Testing
- SEL451 BFS/3202 Protection Suite Commissioning
- SEL451 BFS/3202 Functional Testing
- SEL451 BFS/3102 Protection Suite Commissioning
- SEL451 BFS/3102 Functional Testing
- SEL451 BFS/3108 Protection Suite Commissioning
- SEL451 BFS/3108 Functional Testing
- SEL451 BFS/3002 Protection Suite Commissioning
- SEL451 BFS/3002 Functional Testing
- SEL451 BFS/3008 Protection Suite Commissioning
- SEL451 BFS/3008 Functional Testing
- SEL451 BFS/1902 Protection Suite Commissioning
- SEL451 BFS/1902 Functional Testing
- SEL451 BFS/1908 Protection Suite Commissioning
- SEL451 BFS/1908 Functional Testing
- SEL411L 87CS/BSW Secondary Protection Suite Commissioning
- SEL411L 87CS/BSW Secondary Functional Testing
- SEL411L 87CS/BSE Secondary Protection Suite Commissioning
- SEL411L 87CS/BSE Secondary Functional Testing
- GE L90 87CP/BSW Primary Protection Suite Commissioning
- GE L90 87CP/BSW Primary Functional Testing
- GE L90 87CP/BSE Primary Protection Suite Commissioning
- GE L90 87CP/BSE Primary Functional Testing
- SEL751 BFP/3302 Protection Suite Commissioning
- SEL751 BFP/3302 Functional Testing
- SEL751 BFP/3308 Protection Suite Commissioning
- SEL751 BFP/3308 Functional Testing
- SEL751 BFP/3202 Protection Suite Commissioning
- SEL751 BFP/3202 Functional Testing
- SEL751 BFP/3208 Protection Suite Commissioning
- SEL751 BFP/3208 Functional Testing



- SEL751 BFP/3108 Protection Suite Commissioning
- SEL751 BFP/3108 Functional Testing
- SEL751 BFP/3102 Protection Suite Commissioning
- SEL751 BFP/3102 Functional Testing
- SEL751 BFP/3002 Protection Suite Commissioning
- SEL751 BFP/3002 Functional Testing
- SEL751 BFP/3008 Protection Suite Commissioning
- SEL751 BFP/3008 Functional Testing
- SEL751 BFP/1902 Protection Suite Commissioning
- SEL751 BFP/1902 Functional Testing
- SEL751 BFP/1908 Protection Suite Commissioning
- SEL751 BFP/1908 Functional Testing
- SEL751 25/27/3208 Protection Suite Commissioning
- SEL751 25/27/3208 Functional Testing
- SEL751 25/27/79/3302 Protection Suite Commissioning
- SEL751 25/27/79/3302 Functional Testing
- SEL751 25/27/3308 Protection Suite Commissioning
- SEL751 25/27/3308 Functional Testing
- SEL751 25/27/79/3202 Protection Suite Commissioning
- SEL751 25/27/79/3202 Functional Testing
- SEL751 25/27/3102 Protection Suite Commissioning
- SEL751 25/27/3102 Functional Testing
- SEL751 25/27/79/3108 Protection Suite Commissioning
- SEL751 25/27/79/3108 Functional Testing
- SEL751 25/27/3002 Protection Suite Commissioning
- SEL751 25/27/3002 Functional Testing
- SEL751 25/27/79/3008 Protection Suite Commissioning
- SEL751 25/27/79/3008 Functional Testing
- SEL751 25/27/1902 Protection Suite Commissioning
- SEL751 25/27/1902 Functional Testing
- SEL751 25/27/1908 Protection Suite Commissioning
- SEL751 25/27/1908 Functional Testing
- SEL487B 87BS/TIE Protection Suite Commissioning
- SEL487B 87BS/TIE Functional Testing
- GE B90 87BP/TIE Protection Suite Commissioning
- GE B90 87BP/TIE Functional Testing
- GE T60 87TP/AT1 Protection Suite Commissioning
- GE T60 87TP/AT1 Functional Testing
- GE T60 87TP/AT2 Protection Suite Commissioning
- GE T60 87TP/AT2 Functional Testing
- SEL487E 87TS/AT1 Protection Suite Commissioning
- SEL487E 87TS/AT1 Functional Testing
- SEL487E 87TS/AT2 Protection Suite Commissioning
- SEL487E 87TS/AT2 Functional Testing

#### Lockout Relays

86BFS 3302

- 86BFS 3202
- 86BFS 3308
- 86BFS 3208
- 86BFS 3102
- 86BFS 3108
- 86BFS 3008
- 86BFS 3002
- 86BFS 1902
- 86BFS 1908
- 86BFP 3302
- 86BFP 3202
- 86BFP 3308
- 86BFP 3208
- 86BFP 3102
- 86BFP 3108
- 86BFP 3008
- 86BFP 3002
- 86BFP 1902
- 86BFP 1908
- 86TTS DS1
- 86TTS SG1
- 86TTS DS2
- 86TTS SB2
- 86TTS DS1
- 86TTS SG1
- 86TTS DS2
- 86TTS SB2
- 86BS TIE1
- 86BS TIE2
- 86BP TIE186BP TIE2
- 86TS AT1
- 86TP AT1
- 86TS AT2
- 86TP AT2

#### NYPA - Automation & Integration Commissioning

- Verification of Communication w/ Network IED's
- Verify Points list vs. config files
- Operation & Verification of Binary Input/Output
- Operation & Verification of Analog Input/Output
- Operation & Verification of Counter (Local)
- Verification of DNP Sessions Map Vs. I/O
- Verify HMI Screens Match Device Actuated
- Verify NYISO Map Logic Functions as Intended
- Compare BI (Quality & Timestamp) to SER's for Sequencing and Time
- Remote Session Support with EOR

#### Dysinger - Remote End - Protection & Control Commissioning

- SEL-411L Line Current Differential and Distance Relay
- 94/Lock-out Relay Primary
- 94/Lock-out Relay Secondary
- GE-L90 Line Current Differential and Distance Relay
- JMUX Teleprotection Communication Device
- System Protection & Control Cabinet Wiring Verification
- End to End Functional Testing
- Microprocessor Relay Settings Updates

#### Dysinger - Remote End - Automation & Integration Commissioning

- Verification of Communication w/ Network IED's
- Verify Points list vs. config files
- Operation & Verification of Binary Input/Output (Local)
- Operation & Verification of Analog Input/Output (Local)
- Operation & Verification of Counter (Local)
- Verification of DNP Sessions Map Vs. I/O
- Verify HMI Screens Match Device Actuated
- Verify NYISO Map Logic Functions as Intended
- Compare BI (Quality & Timestamp) to SER's for Sequencing and Time
- Remote Session Support with EOR

#### RGE Station 255 (Excelsior) - Remote End - Protection & Control Commissioning

- SEL-411L Line Current Differential and Distance Relay
- 94/Lock-out Relay Primary
- 94/Lock-out Relay Secondary
- GE-L90 Line Current Differential and Distance Relay
- JMUX Teleprotection Communication Device
- System Protection & Control Cabinet Wiring Verification
- End to End Functional Testing
- Microprocessor Relay Settings Update

#### RGE Station 255 (Excelsior) - Remote End - Automation & Integration Commissioning

- Verification of Communication w/ Network IED's
- Verify Points list vs. config files
- Operation & Verification of Binary Input/Output
- Operation & Verification of Analog Input/Output
- Operation & Verification of Counter (Local)
- Verification of DNP Sessions Map Vs. I/O
- Verify HMI Screens Match Device Actuated
- Verify NYISO Map Logic Functions
- Compare BI (Quality & Timestamp) to SER's for Sequencing and Time
- Remote Session Support with EOR



#### RGE Station 255 (Cider) - Remote Ends - Protection & Control Commissioning

- SEL-411L Line Current Differential and Distance Relay
- 94/Lock-out Relay Primary
- 94/Lock-out Relay Secondary
- GE-L90 Line Current Differential and Distance Relay
- JMUX Teleprotection Communication Device
- System Protection & Control Wiring Verification
- End to End Functional Testing
- Microprocessor Relay Settings Update

#### RGE Station 255 (Cider) - Remote Ends - Automation & Integration Commissioning

- Verification of Communication w/ Network IED's
- Verify Points list vs. config files
- Operation & Verification of Binary Input/Output
- Operation & Verification of Analog Input/Output
- Operation & Verification of Counter (Local)
- Verification of DNP Sessions Map Vs. I/O
- Verify HMI Screens Match Device Actuated
- Verify NYISO Map Logic Functions as Intended
- Compare BI (Quality & Timestamp) to SER's for Sequencing and Time
- Remote Session Support with EOR

#### **Testing & Commissioning Manager:**

- This position is responsible for the oversight and/or management of the start-up, and commissioning of a single small scope high voltage substation projects. The role will provide testing and technical support for both greenfield and brownfield substation projects.
- The T&CM has the responsibility for the overall effort required to energize the project.
   She/he manages the pre-commissioning, commissioning, equipment, system testing, and energization activities.
- The Commissioning Manager supports field installation and testing crews with technical experts. A Commissioning Manager is expected to spend a portion of his time on site during the installation of the equipment, prior to testing, in order to be readily available to answer questions in support of timely answers.
- The Commissioning Manager is considered the Test Lead on any construction job. Although not expected to directly perform any test themselves, all tests and measurements are under the Commissioning Managers direction (whether present or not at the time of the test) and require his/her approval before considered complete.
- The Commissioning Manager often initiates minor to moderate design additions and changes as a result of discovered design errors or gaps in the prepared engineering package. In these cases the Commissioning Manager directs field crews in these modifications and ensures that marked-up prints are sent in for revision (as-built).
- The Commissioning Manager, as an independent technical resource from the design, testing, and construction groups and is responsible to challenge all aspects of the substations design and construction in order to discover any mistakes and make sure that they are corrected before the new substation or modification to an existing substation goes into service.



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 The Commissioning Manager is responsible for determining when a new substation or new/modified equipment in an existing modified substation is ready for energization and when any new equipment is fully functional and ready to be turned over to the appropriate dispatch organization for use.

#### **Utility Interconnect Specialist:**

- Work with local electrical utilities and Construction Site Teams to coordinate interconnect deliverables with the Transmission Operators (TO) including but not limited to NYPA and National Grid.
- Review the Interconnect Agreements, creating a comprehensive list of deliverables and track due dates and submittals per the requirements of the project agreements.
- Interface and coordinate periodic meetings with the TOs to ensure all items associated with telemetry, back- feed, and in-service dates are accomplished.
- Coordinate with team constructing the substation during commissioning to ensure third party SCADA and Communications groups are coordinating the correct work to meet the requirements of the TO and interconnect agreements.
- Submit weekly reports showing status and highlighting critical items associated with meeting requirements and milestone dates of the IA.
- Work with engineering parties to ensure technical items of IA are met in substation design.
- Facilitate the joint testing with parties as the lead point of contact.
- Control Center integration coordination
- Revenue metering coordination
- Remote end coordination (incumbent utilities facilities)

#### Design Phase Engineer

- Manage all engineering aspects from the Conceptual through completion and final as-built documentation.
- Work closely with the engineering contractor and equipment manufacturers.
- Ensure all major equipment has been submitted and approved by the Engineer and Owner.
- Ensure all deliverables go through a professional design review process to provide the Owner with a complete constructible turnkey design for the project.
- Assist with any necessary studies, review/approval of major equipment drawings and submittals, support throughout the construction phase, and final as-builts.
- Provide proposals, shop drawings, production schedules, and a quality/testing plan for the project's major equipment.
- Provide a technical review of all the Design Deliverables prior to the Owner, providing a more professional and complete engineering process.

#### **Project Deliverables:**

- Component Testing Checklist
- Substation Arrangement Inspection Checklist
- Wiring Inspection Checklist
- Wiring Continuity Verification Checklist
- Wiring Functional Testing checklist
- Scheme-System Commissioning Checklist
- Integration Commissioning Checklist
- Test Equipment Tracking Checklist

- Commissioning and Energization Punch List
- Commissioning plan development or review of contractors commissioning plan. This plan
  will include all tests required for the scope and be based off of client standards and
  requirements.
- Isolation plans associated with the scope required to avoid any unplanned outages or misoperations.
- Provide, with support from the Project Manager, outage schedule and sequencing for the scope of work.
- The Commissioning Manager will verify throughout the work that the construction drawings are kept up to date. At the end of a scope or job a copy of as-built drawings will be provided to the Project Manager along with a set to remain at site until comments and red-lines have been picked up by the engineer and a new set of drawings has been delivered to the site.
- Provide verification and documentation of power, communication, control wire, and equipment testing and installation and check out.



## O'Connell Electric Company, Inc.

Industrial & Commercial Construction · Power Line & Substation · Vegetation Management Communications · Transportation · Renewable Energy · Service & Maintenance · Technical Services

August 29, 2024

Genesee County Economic Development Ctr Mark A. Masse, CPA President and CEO

Mr. Masse,

Per your request, O'Connell Electric proposes to complete the Genesee County STAMP 345/115kV substation and 115kV switchyard from the current suspended condition. All obligations previously agreed upon in existing statements of work, testing and commissioning and energization obligations will be met. Included is a list of additional work scopes identified as NYPA requirements during detailed engineering, primarily, due to unknowns and items not identified in the facility study. Also included is a small contingency value for energization related to unknowns or NYPA unidentified items.

Below is a recap of where we are today:

- The STAMP NYPA Switchyard and National Grid Substation EPC contract were procured in 4<sup>th</sup> Qtr 2020, the project was awarded Jan 2021 and completion was intended for December 2022.
- Conceptual Engineering, equipment specifications and major equipment procurement were executed timely to allow for long lead equipment. The prescribed antidote for post Covid equipment pricing escalation was an open book negotiation and equates to 80% of the Change Order value to date.
- Engineering approvals and equipment lead times lead to a fall 2022 construction start. National Grid engineering progressed on schedule and NYPA lagged. Construction continued thru December 2023 when it was suspended by Plug Power, the transformer (qty 2) delivery and dress-out continued thru January 2024 to ensure transformer integrity. Most of the major equipment was received on site 3Q and 4Q 2023 and preserved for extended storage due to the Plug suspension.

The attached table A-1 shows the cost to complete values based on a 1Q 2026 energization date. These values are lump sum and rely on timely NYPA submission and approval reviews of construction methods and materials prescribed in the pending IFC documents.

Highlights in this table are the following:

- The original schedule of values is utilized for consistency and comparability; (xls file available)
- Plug Power has compensated O'Connell for all invoices thru 4/15/2024, application 18

Corporate Headquarters 830 Phillips Road | Victor, NY 14564 | P 585.924.2176 | F 585.924.4973



- General site utilities and equipment increase due to demob, remob and stretched construction duration.
- <u>Subcontractor</u> increases mainly due to the engineering doubled in value, as well as limited increases in concrete and aggregates as well as labor.
- Major Equipment shows no increase due to timely procurement and open book procurement of major material
- <u>Construction</u> increases mainly due to completion date 3.5 years beyond original projection, this also includes increases in commodity electrical material
- Mobilization / Demobilization increase due to unexpected demobilization.
- Additional work order identifies requirements prescribed by NYPA not identified in facility study provided at RFP.

#### O'Connell Electric respectfully submits this proposal in table below

Substation, T-Line & CO Cost to Complete	\$ 30,361,401
Additional Work Scopes	\$ 4,315,364
Contingency	\$ 1,000,000
	\$ 35,676,765
Existing Engineering / Control Bldg Agmt	\$ (4,677,750)
Total	\$ 30,999,015

#### Clarifications:

- The cost stated do not include NYPA and National Grid engineering oversite and site QA oversite this will be required to progress forward.
- The warrantees incorporated in the original purchase prices as is, the delays were not calculated at time of procurement
- These costs do not include project associated remote end management or remote end utility engineering and construction requirements to energize.
- All field craft labor performed on site will be prevailing wage.

Sincerely,

Timothy Ehmann VP- Substations

585.755.5596

tim.ehmann@oconnellelectric.com

#### Attacment A-1

Plug Power Stamp Substation - Ian 2021	Base Contract 12/2022 Tie in	Change Orders	Percent Invoiced	Billing Thru 4/15/24 App 18	Balance to Finish Original Budget	8/28/2024 Estimate to Complete	Revised Total
ubstation, T-Line Change Orders - Total	\$ 69,910,798	\$ 12,182,682		\$ 62,872,298			\$ 93,233,699
dditional Work Orders			- 3		\$ 7,424,360	\$ 4,315,364	
Contingency						5 1,000,000	
ubstation (NYPA & National Grid)	\$ 63,712,399			\$ 46,608,561	\$ 17,103,838	\$ 26,962,340	\$ 73,570,900
eneral							
Total	\$ 1,948,233			\$ 1,369,727	\$ 578,506	\$ 1,467,851	\$ 2,837,578
ubcontracts			2=-				
Total	\$ 22,081,388			\$ 15,047,384	\$ 7,034,004	\$ 13,144,823	\$ 28,192,207
Najor Equipment							
Total	\$ 25,317,743			\$ 23,231,893	\$ 2,085,850	\$ 2,085,850	\$ 25,317,743
onstruction							
Total	\$ 10,874,190			\$ 4,238,993	\$ 6,635,197	\$ 8,025,150	\$ 12,264,143
ndirect Labor							
Total	\$ 2,768,022			\$ 2,142,305	\$ 625,717	\$ 1,959,452	\$ 4,101,757
Nobilization / Demobilization						270.014	057.472
Total	\$ 722,823			\$ 578,258		5 279,214	\$ 857,472
					\$ -		
-Line (NYPA & National Grid)	\$ 6,198,399			\$ 4,735,885	\$ 1,462,514	\$ 2,715,429	\$ 7,451,314
eneral							-
Total	\$ 266,172			\$ 71,836	\$ 194,336	\$ 252,372	\$ 324,208
ubcontracts							
Total	\$ 2,544,284			\$ 2,401,284	\$ 143,000	\$ 853,370	\$ 3,254,654
Najor Equipment							
Total	\$ 2,009,781			\$ 2,009,781	\$ -	\$ 118,350	\$ 2,128,131
onstruction							
Total	\$ 687,859			\$ 68,786	\$ 619,073	\$ 886,240	\$ 955,026
ndirect Labor							
Total	\$ 138,128			\$ 46,155	\$ 91,973	\$ 122,880	\$ 169,035
Nobilization / Demobilization							
Total	\$ 552,175			\$ 138,044	\$ 414,131	\$ 482,217	\$ 620,261
					\$ .		
hange Orders		\$ 12,182,682		\$ 11,527,853	\$ 654,829	\$ 683,632	\$ 12,211,485
Total		\$ 12,182,682		\$ 11,527,853	\$ 654,829	\$ 683,632	\$ 12,211,485
			1	-	1	100000000000000000000000000000000000000	
Total	\$ 69,910,798			\$ 51,344,446	\$ 19,221,181	\$ 30,361,401	
Total - Base Contract + COs	,,,	\$ 82,093,480		\$ 62,825,927			
Total Data deficiant : 003				,,,			
			1				
	Date Proposal				Est Amount	0/20/2021	
Additional Work Orders	Sent				3/15/2024	8/28/2024	
Work Order Total			-		\$ 7,424,360	\$ 4,315,364	



RLC ENGINEERING, PLLC
V 207.621.1077 | F 207.621.1177
HALLOWELL | SOUTH PORTLAND | BANGOR

Mark A. Masse President & CEO Genesee County Economic Development Center (GCEDC) 99 MedTech Drive Suite 106 Batavia, NY 14020

Dear Mark,

Per your request, RLC has reviewed the cost estimate and scope letter provided by O'Connell Electric to complete the balance of Substation and Transmission Line work associated with the Plug Power Stamp Substation.

Based on our initial review, the costs provided looked reasonable due to escalation of labor & materials cost and also due to the inefficiencies faced with the stopping and re-starting the project. However, the costs associated with the Transmission Line Subcontracts and the Substation Subcontracts appeared to be higher than expected. Subsequently GCEDC, O'Connell Electric, and RLC met on 10-18-24 to discuss these items directly.

Based on our meeting, O'Connell Electric provided the following explanation to each item mentioned above:

- Transmission Line Subcontracts: When the project was put on hold, the environmental matting associated with the transmission line work was removed from the job site requiring a new contract to place the matting, rent the matting for the duration of the transmission scope of work, and remove the matting.
- Substation Subcontracts: O'Connell identified additional NYPA testing and commissioning requirements that were beyond what was included in the previous contract due to updated NYPA standards and gained insight from the previously completed scope of work. Also, O'Connell identified additional engineering scope related to starting engineering efforts again at the 60% design submission milestone. Additional feedback/comments from NYPA are expected prior to proceeding with the next design milestone.

Based on our review of the provided cost estimate, the scope letter, and our follow up discussions that took place between, GCEDC and O'Connell Electric, and RLC, we find that the costs provided to complete the balance of work to be reasonable.

If you have any further questions or concerns related to cost estimate then please don't hesitate to reach out for any needed follow up discussions.

Sincerely,

Nicholas J. Cyr, PE Principal Electrical Engineer RLC Engineering, LLC

## National Grid facilities study

**Discussion:** The SIS study for the additional 300 MW off of the NYPA 345 Kv lines has been completed. The next step is that a Facilities Study be completed on the proposed increase of 300 mw to the substation. National Grid will complete the study, and is requesting a deposit of \$50,000 for this work.

Fund commitment: \$50,000 covered under the existing \$56 million NYESD or the \$8 million grant.

**Committee action request:** Recommend approval to the full Board to pay \$50,000 for the Facilities Study Agreement and signing of the agreement.

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## SUPPORT SERVICES AGREEMENT

THIS SUPPORT SERVICES AGREEMENT ("<u>Agreement</u>"), effective as of this [\_\_\_] day of October, 2024 ("<u>Effective Date</u>"), is by and between **Genesee County Economic Development Center** ("<u>Customer</u>" or "<u>GCEDC</u>"), an economic development agency formed and existing under the laws of the State of New York, and **Niagara Mohawk Power Corporation** ("<u>Company</u>" or "<u>National Grid</u>"), a corporation organized and existing under the laws of the State of New York. Customer and Company may be referred to hereunder, individually, as a "<u>Party</u>" or, collectively, as the "<u>Parties</u>".

WHEREAS, Customer has requested to increase its original approved load of 300 MW (as approved for its Q580 STAMP project) to 600 MW for its new Q1484 STAMP Project; and

WHEREAS, Customer has requested interconnection of an additional 300 MW at its Science and Technology Advanced Manufacturing Park ("<u>STAMP</u>") (the "<u>Facility</u>") to the 115kV bus at the Company's 115kV STAMP Substation Station 186 (the "<u>Load Interconnection Project</u>"); and

**WHEREAS**, a System Impact Study was completed by the New York Independent System Operator, Inc. ("<u>NYISO</u>") in accordance with Section 3.9 of the NYISO Open Access Transmission Tariff (the "<u>OATT</u>") and the results were provided to the Customer and Company; and

WHEREAS, the Customer is required to enter into an interconnection agreement with the Company in accordance with section 4.5.8.3 of the NYISO OATT ("Interconnection Agreement") in connection with the proposed Load Interconnection Project; and

WHEREAS, prior to commencing negotiation of such Interconnection Agreement, National Grid requires that a Facilities Study, as contemplated by this Agreement, be completed for the Load Interconnection Project to conceptually identify and estimate the cost of the equipment, together with the engineering, procurement and construction work, needed to physically and electrically connect the Facility to the Company's 115kV STAMP Substation Station 186 which will be located in the Town of Alabama, Genesee County, New York; and

WHEREAS, Customer desires to have Company perform certain services (as specified below) in connection with the proposed Load Interconnection Project, and Company is willing to perform such services subject to the terms and conditions set forth below;

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, with the intent to be bound, agree as follows:

#### ARTICLE I – SERVICES

## Section 1 - Scope of Services

Company will perform those services specified in <u>Exhibit A</u> attached hereto and hereby incorporated herein ("<u>Services</u>"). No goods, equipment, or materials will be provided under this Agreement.

Customer acknowledges that Company is a utility performing the Services on an at-cost basis and without profit or the assumption of any risk. Company agrees to provide the Services on an "as available" basis only, and is under no obligation to hire outside contractors or additional employees, or to defer other work, in order to perform the requested Services.

This Agreement does not provide for generation interconnection service, procurement of goods, materials or equipment, installation or construction services, or transmission service.

## Section 2 - Customer's Responsibilities

Customer shall provide:

- 1. Complete and accurate information regarding requirements for the Services, including, without limitation, constraints, space requirements and relationships, special equipment, systems, site requirements, underground or hidden facilities and structures, and all applicable drawings and specifications;
- 2. If and to the extent applicable, Company access to the site where Services will be performed;
- 3. A project manager with authority to coordinate all aspects of the Services between Customer and Company;
- 4. If and to the extent applicable, adequate parking for the vehicles of Company personnel performing the Services; and
- 5. Other responsibilities and access deemed necessary by, and in the sole discretion of, Company to facilitate performance of the Services.

Customer shall reasonably cooperate with Company as required to facilitate Company's performance of the Services. Other express Customer responsibilities, if any, shall be as specified in Exhibit A attached hereto.

Anything in this Agreement to the contrary notwithstanding, Company shall have no responsibility or liability under this Agreement for any defective performance or nonperformance

to the extent such defective performance or nonperformance is caused by the inability or failure of (i) Customer to cooperate or to perform any of the tasks or responsibilities contemplated to be performed or undertaken by Customer in Exhibit A or elsewhere in this Agreement, or (ii) Customer and Company to reach agreement on any matter requiring their mutual agreement as contemplated in Exhibit A or elsewhere in this Agreement.

## **Section 3 - Unknown Conditions**

Customer represents, warrants and covenants that all information provided by Customer is accurate and complete and acknowledges and agrees that Company may and will rely on this representation, warranty and covenant in performing under this Agreement. If, as a result of additional, different, or previously unknown information, any changes in Services are required that will result in an increase or decrease in the cost under this Agreement, the Price and other affected provisions of this Agreement shall be equitably adjusted and this Agreement shall be amended in writing to memorialize such changes.

## Section 4 - Changes and Extras

Customer may request changes in Services in writing. If any such changes will result in an increase or decrease in the cost under this Agreement, the Price and other affected provisions of this Agreement shall be equitably adjusted and this Agreement shall be amended in writing to memorialize such changes. Company may make changes in Services with the prior written approval of Customer (which approval shall not be unreasonably withheld, conditioned, or delayed).

#### **Section 5 - Governmental Requirements**

Changes in Services may be necessary in order to meet the requirements of governmental authorities, laws, regulations, ordinances, Good Utility Practice (as such term is defined in Article V, Section 1, below) and/or codes. Company will make changes in Services as it deems necessary, in its sole discretion, to conform to such requirements. If any such changes are anticipated to result in an increase or decrease in the cost under this Agreement, the Price and other affected provisions of this Agreement shall be equitably adjusted and this Agreement shall be amended in writing to memorialize such changes. If Customer withholds its approval of any such amendment, and in Company's sole and exclusive judgment the withholding of approval by Customer is not reasonable, then, at Company's election, this Agreement may be immediately terminated upon written notice to Customer.

#### ARTICLE II – PRICE, TAXES, AND PAYMENT

#### Section 1 - Price

The price for the Services to be paid by Customer shall be the actual costs and expenses incurred by the Company and its affiliates in connection with performance of the Services or otherwise incurred by Company in connection with this Agreement, and shall include, without

limitation, any such costs that may have been incurred by Company prior to the Effective Date (the "*Price*").

The Price shall include, without limitation, the actual costs and expenses for the following to the extent incurred in connection with performance of the Services: labor (including, without limitation, internal labor); materials; subcontracts; equipment; travel, lodging, and per diem paid in accordance with Company policy; copying and reproduction of materials, overnight delivery charges, certified mailing charges, first class mailing charges and similar types of incidental charges; transportation; carrying charges and surcharges; all applicable overheads including an Administrative and General (A&G) expense charge at Company's current rate at the time of invoicing; all federal, state and local taxes incurred; all costs and fees of outside experts, consultants, counsel and contractors; all other third-party fees and costs; and all costs of obtaining any required consents, releases, approvals, or authorizations. All invoiced sums will include applicable expenses, surcharges, and federal, state and local taxes.

If Customer claims exemption from sales tax, Customer agrees to provide Company with an appropriate, current and valid tax exemption certificate, in form and substance satisfactory to Company, relieving Company from any obligation to collect sales taxes from Customer ("Sales Tax Exemption Certificate"). During the term of this Agreement, Customer shall promptly provide Company with any modifications, revisions or updates to the Sales Tax Exemption Certificate or to Customer's exemption status. If Customer fails to provide an acceptable Sales Tax Exemption Certificate for a particular transaction, Company shall add the sales tax to the applicable invoice to be paid by Customer.

## Section 2 – Payment

Customer shall provide Company with an initial prepayment in the amount of Fifty Thousand US Dollars (\$50,000) ("Initial Prepayment"). Company shall not be obligated to commence performance of Services until it has received the Initial Prepayment. If, during the performance of the Services, Company determines that one or more additional prepayments are required before completing the Services, Company may, but is not required to, request additional prepayment from Customer; any such requests will be in writing. If an additional prepayment is requested and is not received from Customer on or before the date specified in each such request, or if no date is specified, within 30 days of receipt of the written request, Company may cease work upon the depletion of the Initial Prepayment and any other prepayments made by Customer to date, as applicable. Upon Company's receipt of the additional requested prepayment from Customer (such prepayment to be additional to the Initial Prepayment and any other prepayments made by Customer to date), Company will continue to perform the Services. Prepayment and the additional prepayments (if any) represent estimates only and shall not limit Customer's obligation to pay Company for the full Price based on the costs and expenses actually incurred by Company and its affiliates in connection with performance of the Services or otherwise incurred by Company in connection with this Agreement.

Company is not required to request additional prepayments from Customer and may elect, in its sole discretion, to continue performing Services hereunder after the depletion of the Initial Prepayment, or any other prepayments made by Customer to date, as applicable, without additional

prepayments and invoice Customer for such Services at a later date. Customer shall be responsible to pay Company the total Price for completing the Services actually performed by Company whether or not any additional prepayments were made at Company's request. Any election by Company to seek or defer additional prepayments in one instance shall not obligate the Company to seek or defer additional prepayments in any other instance.

If Company's Price for completing the Services is less than the Initial Prepayment plus any such additional prepayments paid by Customer under this Article ("<u>Total Prepayment</u>"), Company will refund the remaining unused portion of the Total Prepayment to Customer. If Company's Price for completing the Services is greater than the Total Prepayment, Customer shall promptly pay the balance to Company following invoicing in accordance with this Section.

Company will invoice Customer for all sums owed under this Agreement. With the exception of (i) the Initial Prepayment, which shall be due and payable on the Effective Date, and (ii) the additional prepayments required under the first paragraph of this Section 2 of Article II, in which case the due date provided in such paragraph shall apply, payment shall be due in full within 30 days of Company's submittal of an invoice, without regard to claims or off-sets. Payment shall be made in immediately available funds transmitted by the method specified in the invoice. A continuing late payment charge of 1.5% per month will be applied on any late payments.

#### ARTICLE III - DELAYS AND FORCE MAJEURE

Company will use reasonable efforts to commence the Services promptly following its receipt of all of the following: a fully executed Agreement, the Initial Prepayment, and all information required by this Agreement to be supplied by Customer prior to commencement of the Services.

If Company's performance under this Agreement is delayed by Customer, an equitable adjustment shall be made for any increase in the cost and/or time of performance caused by the delay.

Any delays in, or failure of, performance by Customer or Company, other than payment of monies, shall not constitute default and shall be excused hereunder, if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Customer or Company, as applicable, including, but not limited to, acts of God, Federal and/or state law or regulation, sabotage, explosions, acts of terrorism, pandemics epidemics, infectious disease outbreaks or other public health emergencies, crises or restrictions, including, without limitation, quarantines or other related employee or contractor restrictions, unavailability of personnel, equipment, supplies, or other resources for utility-related duties, delays by governmental authorities in granting licenses, permits or other approvals necessary in connection with Services, compliance with any order or request of any governmental or judicial authority, compliance with Company's public service obligations, storms, fires, inclement or adverse weather, floods, riots or strikes or other concerted acts of workers, and accidents.

#### ARTICLE IV – INTELLECTUAL PROPERTY

Any plans, drawings, specifications or other documents created by the Company as part of the Services as deliverables to Customer shall be the sole property of the Customer (collectively, "Customer Deliverables"). Company is granted an irrevocable, non-transferable, and non-assignable license to use the Customer Deliverables in connection with the proposed Load Interconnection Project and/or the Services; such license shall include the right for Company to permit such Customer Deliverables to be used by any Company affiliate or subcontractor referred to in Section 1 of Article IX hereof solely in connection with the proposed Load Interconnection Project and/or the Services.

For the avoidance of doubt: any Company owned or licensed third-party drawings, software, specifications or other materials (i) created, prepared or used by Company or its affiliates or subcontractors in connection with this Agreement, or (ii) incorporated into any Customer Deliverables, shall be and remain the sole property of Company, such affiliate, or such third party, as applicable (collectively "*Materials*").

Excluding third-party owned or licensed documents, materials and software, Customer is granted an irrevocable, non-transferable, and non-assignable license to use any Materials solely in connection with the proposed Load Interconnection Project, but only if and to the extent such Materials are incorporated into the Customer Deliverables. The Materials shall be considered Confidential Information (as such term is defined in <a href="Exhibit B">Exhibit B</a> attached hereto) of the Company. No commercialization of such Materials by Customer is authorized. Customer shall not disclose any of the Materials to any third party, in whole or in part, without the prior written consent of Company.

The obligations imposed by this Article IV shall survive the completion, expiration or earlier termination of this Agreement.

#### ARTICLE V – PERFORMANCE; DISCLAIMERS

## Section 1 -- Performance

Company shall perform the Services in a manner consistent with "Good Utility Practice" (as such term is defined below); provided, however, that Company shall have no responsibility or liability in connection with (i) any materials, equipment or other items or services provided by Customer or Customer's third party contractors or representatives whether or not such items or services are incorporated in the Services, (ii) any items or services provided, manufactured or licensed by third parties whether or not such items or services are incorporated in the Services, or (iii) any defects in Services that result from the acts or omissions of persons other than Company or accidents not caused by Company.

"Good Utility Practice" shall mean the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practices, methods and acts which, in the exercise of good judgment in light of the facts known at the time the decision was made, would have been reasonably expected to accomplish the desired result consistent with good business practices, safety, and law. Good Utility Practice is not intended to require or contemplate the optimum practice, method or act, to the exclusion of all others, but rather to be reasonably acceptable practices, methods, or acts generally accepted in the region in which the Services are to be performed.

Prior to the expiration of one (1) year following the date of completion of a Service, Customer shall have the right to give Company written notice that some or all of such Service was not performed in compliance with the first paragraph of this Section 1, and the Company shall, at the option of Company, either (i) reperform or repair the defective portion of such Service, or (ii) refund the amount of money paid by the Customer to Company attributable to the defective portion of such Service. The remedy set forth in this Section 1 of Article V is the sole and exclusive remedy granted to Customer for any failure of Company to meet the performance standards or requirements set forth in this Agreement.

## Section 2 – Disclaimers

Customer acknowledges that the Company is not in the business of performing such Services for profit and is not receiving a fee or profit (as contrasted with cost reimbursement) in connection with this Agreement.

COMPANY **MAKES** NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THIS AGREEMENT, ANY LOAD INTERCONNECTION PROJECT, OR ANY SERVICES PERFORMED CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHICH REPRESENTATIONS, WARRANTIES AND GUARANTEES THE COMPANY HEREBY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW. THIS DISCLAIMER SHALL SURVIVE ANY COMPLETION, EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE SERVICES, INCLUDING ITEMS INCORPORATED IN THE SERVICES, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF COMPANY AND COMPANY MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY COMPANY OR OTHER DOCUMENTS.

The provisions of this Section 2 shall survive the completion, expiration or earlier termination of this Agreement.

#### ARTICLE VI - INSURANCE

From the commencement of this Agreement through its expiration, each Party shall provide and maintain, at its own expense, insurance policies issued by reputable insurance companies with an A. M. Best rating of at least B+ (collectively, the "<u>Required Insurance Policies</u>"). The Required Insurance Policies shall, at a minimum, include the following coverages and limitations:

Workers' Compensation and Employers Liability Insurance, as required by the State in which the work activities under this Agreement will be performed. If applicable, coverage will include the U.S. Longshoremen's & Harbor Workers' Compensation Act, and the Jones Act. If a Party is a qualified self-insurer by the State, Excess Workers' Compensation coverage shall be maintained in lieu of the Workers' Compensation coverage.

**Public Liability**, including Contractual Liability and Products/Completed Operations coverage, covering all operations to be performed under this Agreement, with <u>minimum</u> limits of:

Bodily Injury - \$1,000,000 per occurrence Property Damage - \$1,000,000 per occurrence

**Automobile Liability**, covering all owned, non-owned and hired vehicles used under or in connection with this Agreement, with minimum limits of:

Bodily Injury - \$500,000 per occurrence Property Damage - \$500,000 per occurrence

OR

Combined Single Limit - \$1,000,000 per occurrence

If requested, each Party will provide evidence to the other Party that it maintains the Required Insurance Policies required under this Article.

Either Party may elect to self-insure to the extent authorized or licensed to do so under the applicable laws of the State of New York, provided, that, the electing Party provides written notice of any such election to the other Party. Company hereby notifies Customer that it is a qualified self-insurer under the applicable laws of the State of New York and that it elects to self-insure to satisfy its obligations under this Article.

## ARTICLE VII - LIMITATION OF LIABILITY; INDEMNIFICATION

Company's total cumulative liability to Customer and its affiliates for all claims of any kind, whether based upon contract, tort (including negligence and strict liability), or otherwise, for any loss, injury, or damage connected with, or resulting from, this Agreement or the Services, shall not exceed the aggregate amount of all payments made to Company by Customer for Services

under this Agreement. In no event, whether as a result of breach of contract, tort (including negligence and strict liability), or otherwise shall Company be liable in connection with this Agreement or the Services for any special, indirect, incidental, penal, punitive or consequential damages of any nature, including delays, lost profits, business interruptions, and claims of suppliers and customers, whether or not (i) such damages were reasonably foreseeable or (ii) Company was advised or aware that such damages might be incurred.

Anything in this Agreement to the contrary notwithstanding, if any Party's liability in connection with this Agreement is limited or capped pursuant to any applicable statute or regulation, then the other Party hereto shall be entitled to elect an identical liability limitation and/or cap as if such statute or regulation were applicable to such Party.

To the fullest extent allowed by law, Customer shall at all times indemnify, defend (with counsel satisfactory to Company), and hold the Company, its parents and affiliates, and their respective officers, directors, employees, servants, representatives, contractors, agents, successors, and assigns, harmless from and against any and all damages, losses, claims (including, without limitation, claims and actions relating to injury to or death of any person or damage to property), demands, suits, recoveries, costs and expenses, court costs, reasonable attorney fees, and all other obligations by or to third parties, arising out of or relating to this Agreement or the Company's performance or nonperformance of its obligations under this Agreement.

Customer shall take prompt action to defend and indemnify Company, its affiliates, parents, and their respective officers, directors, employees, servants, representatives, contractors, agents, successors, and assigns, against claims, actual or threatened, but in no event later than notice by Company to Customer of the service of a notice, summons, complaint, petition or other service of process against Company alleging damage, injury, liability, or expenses that may be subject to indemnification hereunder. The Customer shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel satisfactory to the Company, to respond to, defend, settle, or compromise any claim or threatened claim.

Furthermore, Customer understands and agrees that it is responsible for any and all costs and expenses incurred by Company to enforce this indemnification provision.

The provisions of this Article shall survive the completion, expiration or earlier termination of this Agreement.

#### ARTICLE VIII - TERM AND TERMINATION

This Agreement shall remain in effect from the Effective Date until its expiration or termination as contemplated by this Article VIII.

The term of this Agreement shall expire (i) one (1) year from the Effective Date, or (ii) on the IA Acceptance Date (as defined below), whichever date occurs first in time (the "<u>Term</u>"). This Agreement may also be terminated early in accordance with Section 5 of Article I of this Agreement or for convenience as contemplated in this Article.

As of the expiration of this Agreement or, if earlier, its termination, the Parties shall no longer be bound by the terms and provisions hereof, except (a) to the extent necessary to enforce the rights and obligations of the Parties arising under this Agreement before such expiration or termination (including, without limitation, with respect to payment of all amounts due and payable hereunder), and (b) such terms and provisions that expressly or by their operation survive the completion, expiration or earlier termination of this Agreement.

In the event that an Interconnection Agreement between the Parties becomes effective during the term of this Agreement, (i) upon the IA Acceptance Date (as defined below), the Company shall have no further obligation to perform any Services under this Agreement (any Services not completed hereunder to be performed subject to, and in accordance with, the terms and conditions of such Interconnection Agreement to the extent contemplated therein), and (ii) this Agreement shall terminate upon final payment by Customer of all costs and expenses actually incurred by Company and its affiliates in connection with performance of the Services or otherwise incurred by Company in connection with this Agreement prior to the IA Acceptance Date. "IA Acceptance Date" shall mean (i) if the Interconnection Agreement, or (ii) if the Interconnection Agreement is not required to be filed at FERC, the date as of which all parties (including Customer and Company) have executed and delivered the Interconnection Agreement.

If the Interconnection Agreement is filed but has not yet been approved by FERC, Customer may request an extension of the current Term of this Agreement by delivering a written extension request to Company not less than thirty (30) days prior to the end of the current Term. Any mutual agreement by the Parties to extend the Term following such a request shall be memorialized in a written document signed by authorized representatives of each Party.

If the IA Acceptance Date occurs before the Initial Prepayment or any additional prepayment has been fully used to pay invoices issued for Services performed by the Company under this Agreement, the Company shall be authorized to apply the remaining balance of the Initial Prepayment and/or any additional prepayments to invoices charged to Customer under the Interconnection Agreement.

Either Party may terminate this Agreement for convenience by delivery of written notice to the other Party, such termination to be effective on the tenth (10th) day following delivery of such written notice, or upon payment in full of all amounts due and payable hereunder, whichever is later. In such event, and without limiting any other term of this Agreement, (i) neither Party shall be entitled to incidental or consequential damages for such termination, including loss of prospective profits, and (ii) in the case of a termination by Customer or a termination by Company under Section 5 of Article I hereof, Customer shall pay Company's reasonable costs and expenses incurred as a result of such termination which cannot reasonably be avoided or mitigated by Company (including, without limitation, wind-up costs, equipment rental fees, and subcontractor fees.) In the case of a termination by Company for convenience under this paragraph, no amount shall be paid by either Party for termination costs, including demobilization and other direct and indirect costs. On or before the effective termination date of this Agreement, Customer shall pay Company all amounts due and payable as the Price for that portion of the Services performed to the effective date of termination ("Amount Outstanding"), including, without limitation, all costs

and expenses incurred, less the Total Prepayment. In the event that the Total Prepayment exceeds the Amount Outstanding, Company shall remit the balance to Customer.

#### ARTICLE IX - MISCELLANEOUS PROVISIONS

## Section 1 - Assignment and Subcontracting

The Company may assign this Agreement, or any part thereof, to any of its affiliates provided such assignee affiliate agrees in writing to be bound by the terms and conditions of this Agreement. The Customer may not assign this Agreement without the prior written consent of Company, such consent not to be unreasonably withheld. Any purported assignment by Customer without Company's prior written consent shall be void and without effect.

Customer agrees that Company has the right, but not the obligation, to (i) use the services of its affiliated companies in connection with the performance of Services, and (ii) issue contracts to third parties for, or in connection with, the performance of Services hereunder, without the consent of Customer, and that the costs and expenses of such affiliated companies or third parties charged or chargeable to Company shall be paid by Customer as part of the Price.

## Section 2 - No Third-Party Beneficiary

Nothing in this Agreement is intended to confer on any person, other than the Parties, any rights or remedies under or by reason of this Agreement.

## Section 3 – Amendment; Equitable Adjustments

This Agreement shall not be amended, superseded or modified, except in a writing signed by both Parties. In any circumstance in which this Agreement contemplates an equitable adjustment to Price or any other term of this Agreement or an amendment of this Agreement, Company shall have no obligation to continue performance hereunder until and unless such equitable adjustment or amendment has been mutually agreed to by both Parties in writing and, in the event that any such equitable adjustment or amendment has not been mutually agreed to by both Parties in writing on or before fourteen (14) days following the initiation of discussions or negotiations with respect thereto, either Party may terminate this Agreement for convenience as contemplated by Article VIII hereof, provided, that any such termination shall be effective immediately upon delivery of written notice thereof to the other Party.

## Section 4 – Notices

Any notice given under this Agreement shall be in writing and shall be hand delivered, sent by registered or certified mail, delivered by a reputable overnight courier, or sent by facsimile with electronic confirmation of receipt, to the Party's respective representatives as follows:

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( )	
Phone: [	]
Email: [	

Company:

Vishal Ahirrao National Grid

Attn: Customer Energy Integration and Commercial Services NY

2 Hanson Place Brooklyn, NY 11217 Phone: 781-907-3002

Email: vishal.ahirrao@nationalgrid.com

Either Party may change its address by giving the other Party notice thereof in conformity with this Section.

#### Section 5 - Waiver

No term of this Agreement may be waived except in a writing signed by an authorized representative of the Party against whom the waiver is sought to be enforced. Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision of this Agreement, nor shall waiver of any breach of any provision of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

#### Section 6 - Approvals

It is understood that Company may be required to obtain, regulatory, and other third-party approvals and releases in connection with provision of the Services. If so, this Agreement shall be effective subject to the receipt of any such approvals and releases, in form and substance satisfactory to Company in its sole discretion, and to the terms thereof.

#### Section 7 - Laws

This Agreement shall be interpreted and enforced according to the laws of the State of New York and not those laws determined by application of New York's conflicts of law principles. Venue in any action with respect to this Agreement shall be in the State of New York; each Party agrees to submit to the personal jurisdiction of courts in the State of New York with respect to any such actions.

#### Section 8 - Severability

To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified so as to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of this Agreement.

## Section 9 - Integration and Merger; Entire Agreement

Customer and Company each agree that there are no understandings, agreements, or representations, expressed or implied, with respect to the subject matter of this Agreement other than those expressed herein. This Agreement supersedes and merges all prior discussions and understandings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to such subject matter.

## Section 10 - Authority

Each Party represents to the other that the signatory identified beneath its name below has full authority to execute this Agreement on its behalf.

## Section 11 - Information and Coordination Contact

Stan Pajak and Bob Schultz or such other representative as Company may designate, will be the point of contact for Customer to submit the information required for Company to perform the Services stated in this Agreement. [\_\_\_\_\_] or such other representative as Customer may designate, will be the point of contact for Company to request additional information from Customer, if required.

#### Section 12 – Confidential Information

- (a) Each Party acknowledges that it may have access to confidential information (including, without limitation, Critical Energy/Electrical Infrastructure Information and/or critical infrastructure protection information) of or through the other Party in connection with this Agreement. Accordingly, each Party agrees to comply with the terms and conditions contained in Exhibit B attached hereto and hereby incorporated herein by reference. This Section 12(a) of Article IX shall survive any completion, expiration or earlier termination of this Agreement and shall terminate upon expiration of the "Non-Disclosure Term" as defined in such Exhibit B.
- (b) Anything in this Agreement to the contrary notwithstanding, each Party acknowledges and agrees that neither Party shall have any obligation to disclose or provide access to such confidential information, or to disclose or provide access to any privileged attorney work product or attorney client communications.

#### Section 13 – Counterparts



This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same agreement. The exchange of copies of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by e-mailed PDF) shall be deemed to be their original signatures for all purposes.

[Signatures are on following page.]

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

Niagara Mohawk Power Corporation
By:
Name: Vishal Ahirrao
Title: Director, Customer Energy Integration and Commercial Services NY
Genesee County Economic Development Center
By:
Name:

Title:

#### **EXHIBIT A**

#### Scope of Services

Company's scope of Services shall be:

In accordance with the Company's standards, practices and procedures, and its engineering specifications\*, the Company shall perform the following engineering study associated with the proposed interconnection of the Facility to the Company's system:

- Conduct and complete a facilities study (the "Facilities Study") to:
  - o conceptually identify the system modifications required for the Facility to connect reliably to the Company's system (the "System Modifications"); and
  - o conceptually determine the estimated cost and time to construct the System Modifications.
- Prepare and issue a report to Customer containing the results of the Facilities Study including the non-binding, good faith cost estimate (+30%/-15%) and estimated time to complete engineering, procurement and construction of the System Modifications. ("Facilities Study Report").

Assumptions and Conditions:

Any dates, schedules or cost estimates contained or referenced in this Agreement, the Facilities Study, and/or the Facilities Study Report and/or otherwise resulting from the Services are preliminary projections/estimates only and shall not become or give rise to any binding commitment.

The Services contemplated by this Exhibit and this Agreement do not include any detailed or final engineering, design or planning services, any permitting services or any procurement, construction, relocations, alterations, modifications, or upgrades with respect to any Company, Customer or third party facilities or the proposed Load Interconnection Project ("Implementation Work"), nor does Company make any commitment to undertake such Implementation Work. If the Parties elect, in their respective sole discretion, to proceed with any Implementation Work: (i) such Implementation Work would be performed pursuant to a separate, detailed, written, and mutually acceptable Interconnection Agreement to be entered into by the Parties, in accordance with the applicable provisions of the NYISO Open Access Transmission Tariff prior to the commencement of any such Implementation Work, and (ii) payment of all actual costs incurred by Company or its Affiliates in connection with or related to such Implementation Work shall be the responsibility of Customer and Customer shall reimburse Company for all such costs.

For the avoidance of doubt: the Company shall not have any responsibility for seeking or acquiring any real property rights in connection with the Services or the proposed Load Interconnection Project including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right of way interests. Neither this Agreement

nor the Services include securing or arranging for Customer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company.

## **Additional Customer Responsibilities**

The Customer shall provide to the Company those items set forth in Article I of this Agreement, and any other pertinent information necessary to perform and complete the Services as identified in the Company's specifications\*.

Without limiting the foregoing, the Customer shall provide the most current versions of the following for the Facility:

- Single Line Diagram;
- Simplified One Line Diagram;
- Site Plan for the Customer's 115kV STAMP Substation including:
  - Location and orientation of the station in relation to the Company's Dennison Station; and
  - The general arrangement of such 115kV STAMP Substation with the coordinates of the deadend/receiving structure in Decimal Degrees.

<sup>\*</sup>Company's specifications for electrical requirements referenced for this Agreement are: ESB-750.

#### EXHIBIT B

1. <u>Defined Terms</u>. The following are defined terms for purposes of this Exhibit B. Any capitalized term used and not defined in this Exhibit B shall have the meaning specified in the Support Services Agreement to which this Exhibit B is attached (the "<u>Agreement</u>").

"Affiliate" means any person or entity controlling, controlled by, or under common control with, any other person; "control" of a person or entity shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person or entity.

"Confidential Information" means (i) all financial, technical and other non-public or proprietary information which is furnished or disclosed by the Disclosing Party or its Affiliates (or its or its Affiliates' agents, servants, contractors, representatives, or employees) to the Receiving Party or its Representative(s) in connection with the Agreement and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed, (ii) any market sensitive information (including, without limitation, outages scheduled on generators or transmission lines of Company or any third party), (iii) all CEII and CIP (as such terms are defined below), and (iv) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from any information described in subparts (i) through (iv) preceding.

"Disclosing Party" shall mean the Party disclosing Confidential Information.

"FERC" shall mean the Federal Energy Regulatory Commission.

"Receiving Party" shall mean the Party receiving Confidential Information.

"<u>Representatives</u>" shall, for the purposes of this Exhibit, mean the Affiliates of a Party and such Party's and its Affiliates' officers, directors, employees, contractors, consultants, counsel and representatives.

- 2. General Restrictions. Each Party acknowledges that it may have access to Confidential Information of the other Party in connection with the Agreement. Upon and after receiving Confidential Information, the Receiving Party shall keep in strict confidence and not disclose to any person any of the Disclosing Party's Confidential Information except as otherwise provided by the terms and conditions of this Exhibit. The Receiving Party may disclose Confidential Information to its Representatives to the extent each such Representative has a need to know such Confidential Information in connection with the Services and/or the Load Interconnection Project and agrees to comply with the terms of this Exhibit. The Receiving Party shall use such Confidential Information solely in connection with the Services and/or the Load Interconnection Project. The Receiving Party shall cause its Representatives to comply with the terms of this Exhibit. The Receiving Party shall be liable for any breach of, or noncompliance with, the terms of this Exhibit to the extent caused by it or any of its Representatives.
- 3. Exceptions. Subject to Paragraph 4, below, the terms of this Exhibit shall not apply to Confidential Information that:

- A. at the time of disclosure by or on behalf of the Disclosing Party, is in the public domain, or thereafter enters the public domain without any breach of, or noncompliance with, this Exhibit or the Agreement by the Receiving Party or any of its Representatives; or
- B. is rightfully in the possession or knowledge of the Receiving Party or its Representatives prior to its disclosure by or on behalf of the Disclosing Party; or
- C. is developed by Receiving Party or its Representatives independently of the Confidential Information disclosed by or on behalf of the Disclosing Party (as evidenced by written documentation); or
- D. is disclosed following receipt of the Disclosing Party's written consent to the disclosure of such Confidential Information.

The Receiving Party agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Exhibit. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Receiving Party (or any of its Representatives) is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the Receiving Party may disclose, and may permit such Representative(s) to disclose, that portion of the Confidential Information which its counsel advises must be disclosed and, subject to Paragraph 4, below, such disclosure shall not be deemed a breach of any term of this Exhibit. In any event, the Receiving Party shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Confidential Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

4. CEII and CIP. The Parties acknowledge that Confidential Information disclosed may include information that the Disclosing Party or its Affiliate deems or determines to be "Critical Energy/Electric Infrastructure Information" consistent with applicable FERC regulations, rules and policies ("CEIII") and "critical infrastructure protection information" consistent with applicable North American Electric Reliability Corporation ("NERC") standards and procedures ("CIP"). The Receiving Party shall strictly comply, and shall cause its Representatives to strictly comply, with any and all laws, rules and regulations (including, without limitation, FERC, NERC and NYISO rules, regulations, orders, standards, procedures and policies) applicable to any such CEII and/or CIP that is disclosed by or on behalf of a Disclosing Party or that relates to any facilities of the Disclosing Party or of the Disclosing Party's Affiliates. Neither the Receiving Party nor its Representatives shall divulge any such CEII or CIP to any person or entity, directly or indirectly, unless permitted to do so by applicable law, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders, standards, procedures and policies) and unless the Receiving Party has first obtained, in each case, the express, specific, written consent of the Disclosing Party and any affected Affiliate of the Disclosing Party. In any event, to the

extent that the Receiving Party or any of its Representatives is ordered to submit any such CEII or CIP to FERC, a state regulatory agency, a court or other governmental body or to NYISO, the Receiving Party may disclose, and may permit such Representative(s) to disclose, such CEII and/or CIP to the extent required to do so by law, by a court of competent jurisdiction, or by other governmental or regulatory authorities; provided, however, that, if permitted to do so by applicable law, the Receiving Party shall give the Disclosing Party written notice of any such required disclosure prior to such disclosure being made so that the Disclosing Party may seek a protective order or other procedural protections to ensure that such information is accorded CEII or CIP status, as applicable, and is otherwise treated confidentially. The Receiving Party and its Representatives will reasonably cooperate with the Disclosing Party's efforts to obtain such protective order. If a protective order or other remedy is not obtained and disclosure of such CEII or CIP is legally required, Receiving Party and its Representatives, as applicable, may only disclose that portion of the CEII and/or CIP that its legal counsel advises is legally required. With respect to CEII and CIP, in the event of any conflict or inconsistency between this Paragraph 4 and any other term or provision of this Exhibit or the Agreement, this Paragraph 4 shall govern in connection with such CEII and CIP, as applicable. Notwithstanding any earlier termination, expiration or cancellation of the Agreement, each Receiving Party shall continue to comply with this Paragraph 4 for so long as any CEII or CIP, as applicable, disclosed to it hereunder is required to be kept confidential under applicable law, rules and regulations (including, without limitation, FERC, NERC and/or NYISO rules, regulations, orders, standards, procedures and policies.)

5. <u>Term.</u> Receiving Party's (and its Representatives') obligations and duties under this Exhibit shall survive (i) with respect to information that is CEII or CIP, for as long as such information provided pursuant to this Agreement shall be deemed by the Disclosing Party to constitute Confidential Information, as defined herein, and (ii) with respect to all other Confidential Information, for five (5) years following the Effective Date of this Agreement (the "Non-Disclosure Term").

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency" or "GCEDC") was convened in public session at the offices of the Agency located at 99 MedTech Drive, Suite 106, Town of Batavia, County of Genesee, New York, on October 31, 2024 at:00p.m., local time.
The meeting was called to order by the and, upon roll being called, the following members of the Agency were:
PRESENT:
Peter Zeliff, Chairman Matthew Gray Craig Yunker Paul J. Battaglia Chandy Kemp Kathleen Manne Marianne Clattenburg
ABSENT:
THE FOLLOWING ADDITIONAL PERSONS WERE PRESENT:
Mark Masse President & CEO Matthew Fitzgerald Legal Counsel
The attached resolution no was offered by seconded by:

Resolution No.	-	-	
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RESOLUTION DECLARING THE INTENT OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER TO ACT AS LEAD AGENCY PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

Project Name: Western new York Science and Technology Advanced

Manufacturing Park ("STAMP") - Project Rampart

Location: 6840 Crosby Road, Town of Alabama, NY 14013 ("Site")

WHEREAS, the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Corporation ("GCEDC"), in conjunction with the Genesee Gateway Local Development Corporation ("GGLDC"), the non-profit real estate affiliate of the GCEDC, STAMP Sewer Works, Inc. ("SSW"), and STAMP Water Works, Inc. ("SWW"), have been working on the development of the Western New York Science & Technology Advanced Manufacturing Park ("STAMP" or the "Project"), an advanced manufacturing technology campus on approximately 1,262 acres located on the west side of New York State Route 63/77, approximately five miles north of the I-90/New York State Thruway ("Site") in the Town of Alabama, New York ("Town"); and

WHEREAS, the Agency is authorized and empowered by the provisions of the Chapter 1030 of the Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, development of STAMP has undergone comprehensive review of potential environmental impacts pursuant to the State Environmental Quality Review Act

("SEQRA"), resulting in the completion of Final Generic Environmental Impact Statement ("FGEIS") and the issuance of a written Findings Statement ("2012 Findings") on March 12, 2012 (collectively, the FGEIS and the 2012 Findings are referred to as the "STAMP GEIS"); and

WHEREAS, subsequent development and modifications to STAMP have undergone additional SEQRA review including a smart growth impact statement ("SGIS"); a 2016 Amended Findings Statement to the FGEIS ("2016 Amended Findings"); a 2020 Amended Findings Statement to the FGEIS ("2020 Amended Findings"); a 2021 a SEQRA determination ("2021 SEQR Determination"); a 2022 SEQR update ("2022 SEQR Update"); a negative declaration issued in 2022 ("2022 Negative Declaration"); an amendment to the 2022 Negative Declaration ("2022 Second Amended Negative Declaration"); a negative declaration in 2023 (the "February 2023 Negative Declaration"); and an additional negative declaration in 2024 (the "2024 Negative Declaration"); and

WHEREAS, together, the GEIS, the 2012 Findings, the SGIS, the 2016 Amended Findings, the 2020 Amended Findings, the 2021 SEQR Determination, 2022 SEQR Update; 2022 Negative Declaration, 2022 Amended Negative Declaration, 2022 Second Amended Negative Declaration, the February 2023 Negative Declaration, and the 2024 Negative Declaration constitute the prior environmental reviews for STAMP (collectively, these documents, including each and every supporting document referenced therein, are referred to as the "STAMP GEIS"); and

WHEREAS, in connection with the Project, the Agency received an application for the purchase of land for a proposed construction and operation of a data center project at STAMP ("Project Rampart")

WHEREAS, in light of Project Rampart application, and pursuant to SEQRA, the Agency must satisfy the requirements contained in SEQRA to determine whether Project Rampart will result in any significant adverse environmental impacts that were not addressed in the STAMP GEIS; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

<u>Section 1.</u> The Agency, having served as the Lead Agency for all development related to STAMP since its inception, proposes to conduct a coordinated review for this Type I action and believes, as the entity with primary responsibility for the review and implementation of Project Rampart, that it is in the best position to investigate all potential impacts associated with Project Rampart (in close cooperation with relevant regulatory authorities), and has the authority to impose any and all appropriate

mitigation measures. Thus, the Agency declares its intent to act as Lead Agency for Project Rampart.

<u>Section 2.</u> The Agency requests that all involved agencies have the appropriate personnel within each agency review Part 1 of the Environmental Assessment Forms ("EAFs") and provide the Agency with any comments the Agency should consider concerning Lead Agency status for Project Rampart.

<u>Section 3.</u> The President CEO and the Senior Vice President of Operations of the Agency are hereby authorized and directed to distribute appropriate notice of this Resolution to all potential interested and/or involved agencies and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

<u>Section 4.</u> This Resolution, which was adopted by a majority vote of the Agency on October 31, 2024, shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Peter Zeliff	VOTING	
Matthew Gray	VOTING	
Paul Battaglia	VOTING	
Marianne Clattenburg	VOTING	
Chandy Kemp	VOTING	
Kathleen Manne	VOTING	
Craig Yunker	VOTING	

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned (Assistant) Secretary of the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the Agency, including the Resolution contained therein, held on October 31, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this \_\_\_th day of October, 2024.

(Assistant) Secretary

## Full Environmental Assessment Form Part 1 - Project and Setting

## Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

Name of Action or Project: Project Rampart			
Project Location (describe, and attach a general location map):			
Science, Technology and Advanced Manufacturing Park (STAMP), Town of Alabama, N	ew York		
Brief Description of Proposed Action (include purpose or need):			
The project involves the development of a 100-acre parcel within the Science Technolog work will include the construction of three new data center facilities, totaling approximate utility services/connections, and equipment storage areas, Stormwater facilities and practility services/connections, and equipment storage areas, Stormwater facilities and practility services/connections, and equipment storage areas.	ely 750,000 square feet, with a	ssociated parking driveways ne-	
Name of Applicant/Sponsor:	Telephone: 404-853-5	309	
Project Rampart, LLC	E-Mail: devin.hillsdonsmith@cushwake.com		
Address: 850 New Burton Road, Suite 201			
City/PO:Dover	State: DE	Zip Code: <sub>19904</sub>	
Project Contact (if not same as sponsor; give name and title/role):	Telephone: 404-853-5309		
In Hillsdon-Smith E-Mail: devin.hillsdonsmith@cu		smith@cushwake.com	
180 Peachtree St NE, Suite 3100 City/PO:	State: GA	Zip Code; 30309	
180 Peachtree St NE, Suite 3100  City/PO: tlanta  Property Owner (if not same as sponsor):		30309	
180 Peachtree St NE, Suite 3100  City/PO: tlanta  Property Owner (if not same as sponsor):	GA	30309 866, ext. 17,	
Address: 180 Peachtree St NE, Suite 3100  City/PO: tlanta  Property Owner (if not same as sponsor): Genesee County Industrial Development Center d/b/a Gensee County Eco Dev Center  Address: 9 MedTech Drive, Suite 106	GA Telephone: 585-343-4	30309 866, ext. 17,	

# B. Government Approvals

	4 F (1)	1 7027			
Government Entity		If Yes: Identify Agency and Approval(s) Required		Application Date (Actual or projected)	
<ul> <li>a. City Counsel, Town Bo or Village Board of Tru</li> </ul>		Town of Alabama - Building Permit, HCA			
<ul> <li>b. City, Town or Village Planning Board or Com</li> </ul>	✓Yes□No nmission	Town of Alabama Planning Board - Site plan and Subdivision, Parking Requirement Variance	TBD		
c. City, Town or Village Zoning Board o	☐Yes☑No of Appeals		TBD		
d. Other local agencies	<b>∠</b> Yes□No	GCEDC			
e. County agencies	<b>Z</b> Yes □ No	Genesee County Department of Planning	TBD		
f. Regional agencies	<b>Z</b> Yes □No	Empire State Development Incentives			
g. State agencies	✓Yes□No	NYSDEC-SWPPP, NOI, Wetlands, 401 WQC, Facility Air Permit, NYSDOH, SHPO, NYPA	TBD		
h. Federal agencies	<b>∠</b> Yes □ No	US Army Corps of Engineers	TBD		
C.1. Planning and zoning					
only approval(s) which mu  If Yes, complete s	ust be granted to enat sections C, F and G.	mendment of a plan, local law, ordinance, rule ble the proposed action to proceed?		□Yes ZNo	
only approval(s) which mu  If Yes, complete s	ust be granted to enal sections C, F and G. question C.2 and con	mendment of a plan, local law, ordinance, rule ble the proposed action to proceed?  Inplete all remaining sections and questions in P		□Yes☑No	
If Yes, complete s  If No, proceed to c  C.2. Adopted land use pla  Do any municipally- ado where the proposed actio	ust be granted to enable sections C, F and G. question C.2 and contains.  Ins.  pted (city, town, viller would be located?	ole the proposed action to proceed?	eart 1	☐Yes☑No  ☐Yes☑No  ☐Yes☐No	
If Yes, complete s  If No, proceed to c  C.2. Adopted land use pla  Do any municipally- ado where the proposed actio f Yes, does the comprehen yould be located?  Is the site of the proposed	ust be granted to enable ections C, F and G. question C.2 and contains.  In the contains and contains are contained (city, town, villed on would be located? asive plan include speed action within any location within any locati	ole the proposed action to proceed?  Inplete all remaining sections and questions in Particle and proceed and proceed and proceed are planed as a planed as	art I include the site roposed action	☑Yes□No	
If Yes, complete s  If No, proceed to o  C.2. Adopted land use pla  Do any municipally- ado where the proposed actio f Yes, does the comprehen would be located?  Is the site of the proposed Brownfield Opportunity or other?) f Yes, identify the plan(s):  Is the proposed action lo or an adopted municipal f Yes, identify the plan(s):	ust be granted to enable ections C, F and G. question C.2 and continus.  In pred (city, town, vill on would be located? sive plan include speed action within any learning (BOA); designated wholly or partifarmland protection	pole the proposed action to proceed?  Inplete all remaining sections and questions in Polage or county) comprehensive land use plan(s) exific recommendations for the site where the pocal or regional special planning district (for exated State or Federal heritage area; watershed reliable within an area listed in an adopted municipal special planning district.	Part 1  include the site roposed action  kample: Greenway; management plan;  pal open space plan,	☑Yes□No ☑Yes☑No □Yes☑No	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?  Technology District (TD-1)	<b>⊘</b> Yes <b>N</b> o
b. Is the use permitted or allowed by a special or conditional use permit?	✓ Yes No
<ul><li>c. Is a zoning change requested as part of the proposed action?</li><li>If Yes,</li><li>i. What is the proposed new zoning for the site?</li></ul>	☐ Yes 🗷 No
C.4. Existing community services.	
a. In what school district is the project site located? Oakfield-Alabama School District	
b. What police or other public protection forces serve the project site?  Genesee County Sheriff's Office	
c. Which fire protection and emergency medical services serve the project site? Town of Alabama Fire Department, Genesee County Emergency Management Services, Mercy Flight Service	
d. What parks serve the project site? Town of Alabama wildlife and conservation areas include two NYSDEC Wildlife Management Areas (Oak Orchard & Tonawa Wildlife Refuge. Additionally, the John White Memorial Game Farm is a conservation area but is closed to the public.	nda) and the Iroquois Nationa
D. Project Details	
D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if n components)? Technology Manufacturing	nixed, include all
b. a. Total acreage of the site of the proposed action?  b. Total acreage to be physically disturbed?  c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?  100 acres	
<ul> <li>c. Is the proposed action an expansion of an existing project or use?</li> <li>i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, n square feet)?</li> <li>%</li> </ul>	☐ Yes☑ No niles, housing units,
d. Is the proposed action a subdivision, or does it include a subdivision?	<b>Z</b> Yes □No
If Yes,  i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  adustrial	
ii. Is a cluster/conservation layout proposed? iii. Number of lots proposed? 1	□Yes ☑No
iv. Minimum and maximum proposed lot sizes? Minimum 100 acres Maximum 100 acres	Fis, Fu
e. Will the proposed action be constructed in multiple phases?  i. If No, anticipated period of construction:  ii. If Yes:	☐ Yes Z No
<ul> <li>Total number of phases anticipated</li> <li>Anticipated commencement date of phase 1 (including demolition) month year</li> <li>Anticipated completion date of final phase month year</li> <li>Generally describe connections or relationships among phases, including any contingencies where predetermine timing or duration of future phases:</li> </ul>	rogress of one phase may

If Yes show nun	ct include new res nbers of units prop	idential uses?			☐Yes 🛮 No
11 1 20, 0110 11 1141	One Family	Two Family	Three Family	Multiple Family (four or more)	
nitial Phase					
At completion					
of all phases			_		
g. Does the propo f Yes,	osed action includ	e new non-residenti	al construction (inclu	iding expansions)?	<b>Z</b> Yes□No
i. Total number	of structures	3			
<ul><li>ii. Dimensions (</li><li>iii. Approximate</li></ul>	in feet) of largest extent of building	proposed structure; g space to be heated	or cooled:	250' width; and1,000' length	
liquids, such a	osed action include s creation of a wat	e construction or otl ter supply, reservoir	ner activities that wil , pond, lake, waste la	I result in the impoundment of any agoon or other storage?	<b>Z</b> Yes □No
f Yes, i. Purpose of the	e impoundment: St	ormwater managemer	nt		
		ncipal source of the		Ground water Surface water stream	ms Other specif
ormwater runoff or	n site				and Electric abcom
<i>IL</i> II other than v A	vater, identify the	type of impounded/	contained liquids and	d their source.	
iv. Approximate	size of the propos	ed impoundment.	Volume:	10 million gallons; surface area:	77 acre
v. Dimensions o	f the proposed dar	n or impounding str	ucture;	10 million gallons; surface area: 5 height; 2000 length	1.1
vi. Construction:	method/matertals oving methods, eart	for the proposed da	m or impounding str	ructure (e.g., earth fill, rock, wood, con	crete):
•	g				
2.2. Project Op	erations				
(Not including materials will ref f Yes:	general site prepar emain onsite)	ration, grading or in	ning, or dredging, dustallation of utilities	uring construction, operations, or both or foundations where all excavated	Yes No
		vation or dredging?			
. How much man	erial (including re	ock, earth, sediment	s, etc.) is proposed to	be removed from the site?	
Over wh	at duration of time	e?			
i. Describe natur	e and characterist	ics of materials to b	e excavated or dredg	ed, and plans to use, manage or dispos	e of them.
iv. Will there be If yes, describ	onsite dewatering be.	or processing of ex	cavated materials?		Yes No
. What is the tot	al area to be dred	ged or excavated?		acres	
		worked at any one		acres	
i. What would be	e the maximum de	epth of excavation o		feet	
S Will Han areas		. 0	r dredging?	1601	
ii. Will the excar	vation require blas	sting?	r dredging?	Teet	☐Yes ☐No
ii. Will the excar	reclamation goals	sting?	r dredging?	1000	□Yes □No
iii. Will the excar Summarize site	reclamation goal	sting? s and plan:			□Yes □No
ii. Will the exca. Summarize site	reclamation goals	sting? s and plan: or result in alteratio		rease in size of, or encroachment	Yes No Yes No
Would the propinto any existing Yes:	osed action cause g wetland, waterb	sting? s and plan:  or result in alteration ody, shoreline, beau	on of, increase or dec th or adjacent area?		√ Yes No

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation alteration of channels, banks and shorelines. Indicate extent of activities, afterations and ad Filling of existing welland and mitigation as required by the USACE. Approximately 1.6 acres of v construction of the new buildings, parking, and roadways. In-Lieu Fee Wetland Mitigation credits	Iditions in square feet or acres: wetlands would be impacted due to s will be purchased from Ducks Unlimited
for impacts to wellands. Tributary mitigation will include connectivity to stormwater management	facilities.
iii. Will the proposed action cause or result in disturbance to bottom sediments?  If Yes, describe:	□Yes ZNo
iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation	n? ☐ Yes Z No
If Yes:	
acres of aquatic vegetation proposed to be removed:	
expected acreage of aquatic vegetation remaining after project completion:	
<ul> <li>purpose of proposed removal (e.g. beach clearing, invasive species control, boat access</li> </ul>	·s):
proposed method of plant removal:	
• if chemical/herbicide treatment will be used, specify product(s):	
v. Describe any proposed reclamation/mitigation following disturbance:	
Wetland #10 will be filled. Remaining portions of the tributary will be connected to the proposed stormwater m	nitigation area to maintain hydrology
c. Will the proposed action use, or create a new demand for water?	ZYes □No
	losed loop system
i. Total anticipated water usage/demand per day: Up to 800,000gpd/ Only 3,675gpd* gallons/	
ii. Will the proposed action obtain water from an existing public water supply? If Yes:	<b>∠</b> Yes <b>□</b> No
Name of district or service area: STAMP Water Works, Inc. via agreement with Genesee Co.	water and Aller on Co. A
Does the existing public water supply have capacity to serve the proposal?	
<ul> <li>Is the project site in the existing district?</li> </ul>	✓ Yes No
Is expansion of the district needed?	✓ Yes No
Do existing lines serve the project site?	☐ Yes☑ No
iii. Will line extension within an existing district be necessary to supply the project?	Yes No
If Yes:	☑ Yes □No
Describe extensions or capacity expansions proposed to serve this project: New Pembro	ske water line under construction and future
line from Niagara County will provide additional capacity, new water line from STAMP entrance	e to site to be constructed
Source(s) of supply for the district: Genesee County and Niagara County	to end to be constructed.
iv. Is a new water supply district or service area proposed to be formed to serve the project site	? Yes \(\bar{\mathbb{Z}}\) No
If, Yes:	100[2]10
<ul> <li>Applicant/sponsor for new district:</li> </ul>	
Date application submitted or anticipated:	
Proposed source(s) of supply for new district:	
v. If a public water supply will not be used, describe plans to provide water supply for the proj	ject:
vi. If water supply will be from wells (public or private), what is the maximum pumping capaci	ty: gallons/minute.
d. Will the proposed action generate liquid wastes?	✓ Yes No
If Yes:	E 103 Livo
i. Total anticipated liquid waste generation per day: 3,675 gallons/day	
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination	, describe all components and
approximate volumes or proportions of each): anitary Wastewater, 35 gallons per employee per day = 105x35 = 3,675 gpd	S. C. C. Andrew School House
- Tookso - 5,075 gpg	
iii. Will the proposed action use any existing public wastewater treatment facilities?  If Yes:	✓ Yes No
<ul> <li>Name of wastewater treatment plant to be used: STAMP Sewer Works via agreement with O</li> </ul>	akfield WWTF
Name of district: STAMP Sewer Works	
Does the existing wastewater treatment plant have capacity to serve the project?	✓ Yes No
Is the project site in the existing district?	✓ Yes No
Is expansion of the district needed?	Yes No
	[1 co [3_1] 140

<ul> <li>Do existing sewer lines serve the project site?</li> <li>Will a line extension within an existing district be necessary to serve the project?</li> </ul>	□ Yes ☑ No ☑ Yes □ No
If Yes:	
<ul> <li>Describe extensions or capacity expansions proposed to serve this project;</li> <li>A new force main and pump station is currently being designed and will be constructed in 2025. The new force main will direct flow.</li> </ul>	from STAMP site to
Oakfield WWTF	
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? If Yes:	□Yes☑No
Applicant/sponsor for new district:	
Date application submitted or anticipated;	
What is the receiving water for the wastewater discharge?	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including spec receiving water (name and classification if surface discharge or describe subsurface disposal plans):	ifying proposed
vi. Describe any plans or designs to capture, recycle or reuse liquid waste:	
No Recycling or reuse of liquid waste is planned. All waste generated on the site will be captured via traditional sangary sewer piping STAMP main pump station for disposal.	and piped to the
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  If Yes:	☑Yes ☐ No
i. How much impervious surface will the project create in relation to total size of project parcel?	
Square feet or 30.9 acres (impervious surface)	
Square feet or 100 acres (parcel size)  ii. Describe types of new point sources Drainage from parking lots, access drives, and buildings	
ii. Describe types of new point sources. Danage from parking lots, access drives, and buildings	
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent p groundwater, on-site surface water or off-site surface waters)? On-site stormwater management facility/structures	roperties,
If to applicate material identific receiving proton hading on mathematic	
If to surface waters, identify receiving water bodies or wetlands:	
Will stormwater runoff flow to adjacent properties?	☐ Yes☑ No
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?	✓ Yes  No
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? If Yes, identify:	☑Yes ☐ No
i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)	
Air emissions from heavy equipment, employee vehicles, backup generators	
ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)	
iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) Backup generators	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit,	<b>Z</b> Yes □ No
or Federal Clean Air Act Title IV or Title V Permit?  If Yes:	<u>p_103100</u>
<ul> <li>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)</li> </ul>	□Yes☑No
ii. In addition to emissions as calculated in the application, the project will generate:	
1,471,586 Tons/year (short tons) of Carbon Dioxide (CO <sub>2</sub> )	
441 Tons/year (short tons) of Nitrous Oxide (N2O)	
<ul> <li>Tons/year (short tons) of Perfluorocarbons (PFCs)</li> </ul>	
O Tons/year (short tons) of Sulfur Hexafluoride (SF <sub>6</sub> )	
o Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)	
88 Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  If Yes:		
<ul> <li>i. Estimate methane generation in tons/year (metric):</li> <li>ii. Describe any methane capture, control or elimination relectricity, flaring):</li> </ul>	neasures included in project design (e.g	c., combustion to generate heat or
i. Will the proposed action result in the release of air polluquarry or landfill operations?  If Yes: Describe operations and nature of emissions (e.g.,		sses, such as Yes No
j. Will the proposed action result in a substantial increase new demand for transportation facilities or services?  If Yes:  i. When is the peak traffic expected (Check all that apply Randomly between hours of to  ii. For commercial activities only, projected number of to no truck traffic is anticipated or	y):	── ── ── ── ── ── ── ── ── ── ── ── ──
<ul> <li>iii. Parking spaces: Existing 0</li> <li>iv. Does the proposed action include any shared use parking. If the proposed action includes any modification of execonstruction of Crosby Road from the STAMP access drive to the vi. Are public/private transportation service(s) or facilities vii Will the proposed action include access to public trans or other alternative fueled vehicles?</li> </ul>	xisting roads, creation of new roads or c e projects parcel. s available within ½ mile of the propose	Hange in existing access, describe:
viii. Will the proposed action include plans for pedestrian opedestrian or bicycle routes?	or bicycle accommodations for connect	ions to existing ☐Yes☑No
<ul> <li>k. Will the proposed action (for commercial or industrial p for energy?</li> <li>If Yes: <ol> <li>Estimate annual electricity demand during operation of 00 MW</li> </ol> </li> </ul>		l demand ✓Yes No
<ul> <li>ii. Anticipated sources/suppliers of electricity for the projection.</li> <li>other):</li> <li>ransmitted by NYPA and delivered by National Grid</li> </ul>	ect (e.g., on-site combustion, on-site ren	newable, via grid/local utility, or
iii. Will the proposed action require a new, or an upgrade, TAMP Substation under construction	to an existing substation?	✓ Yes No
I. Hours of operation. Answer all items which apply.  i. During Construction:  Monday - Friday:  Saturday:  T:00 am to 5:00 pm  7:00 am to 5:00 pm  Sunday:  none	<ul><li>ii. During Operations:</li><li>Monday - Friday:</li><li>Saturday:</li><li>Sunday:</li></ul>	24 hours 24 hours 24 hours

<ul> <li>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?</li> <li>If yes:</li> <li>i. Provide details including sources, time of day and duration:</li> </ul>	☑ Yes ☐ No
Temporary noises from construction vehicles during construction hours, potential for low level noise from building equipment	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Describe:	□ Yes ☑ No
n. Will the proposed action have outdoor lighting?  If yes:  i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  Exterior lighting/fixtures on new buildings. parking lot, and along driveway. Downward-facing, high efficiency LED lights, dark-sky con	☑Yes ☐No
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Describe:	☐ Yes ☑ No
Does the proposed action have the potential to produce odors for more than one hour per day?  If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:  Transfer addressed that for the first	☑ Yes ☐ No
Temporary odors and dust from construction operations	-
<ul> <li>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?</li> <li>If Yes:         <ul> <li>i. Product(s) to be stored</li> </ul> </li> </ul>	☐ Yes ☑ No
ii. Volume(s) per unit time (e.g., month, year) iii. Generally, describe the proposed storage facilities:	
<ul> <li>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?</li> <li>If Yes: <ul> <li>i. Describe proposed treatment(s):</li> </ul> </li> </ul>	☐ Yes <b>☑</b> No
ii. Will the proposed action use Integrated Pest Management Practices?	☐ Yes ☐No
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  If Yes:	☑ Yes □No
<ul> <li>i. Describe any solid waste(s) to be generated during construction or operation of the facility:         <ul> <li>Construction:</li> <li>tons per</li> <li>month (unit of time)</li> </ul> </li> <li>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste</li> <li>Construction: All options of recycling materials will be considered as the project progresses.</li> </ul>	:
Construction: All options of recycling materials will be considered as the project progresses.  Operation: All options of recycling materials will be considered as the project progresses.	
iii. Proposed disposal methods/facilities for solid waste generated on-site:  Construction: Dumpster trucked to local landfill	
Operation: _ Typical Commercial Trash Receptical	

s. Does the proposed action include construction or modific If Yes:			Yes No
<ul> <li>Type of management or handling of waste proposed for other disposal activities);</li> </ul>	or the site (e.g., recyclin	ng or transfer station, compostin	g, landfill, or
ii. Anticipated rate of disposal/processing:			
Tons/month, if transfer or other non-co	mhustion/thermal treats	ment or	
<ul> <li>Tons/hour, if combustion or thermal tre</li> </ul>	atment	tient, or	
iii. If landfill, anticipated site life:	vears		
Will the proposed action at the site involve the commerci	al generation treatmen	t storage or disposal of hozard	lous Ves Viv
waste?	ar generation, treatmen	it, storage, or disposal of liazard	ous [] res[V][No
f Yes:			
i. Name(s) of all hazardous wastes or constituents to be g	enerated, handled or m	anaged at facility;	
ii. Generally describe processes or activities involving haz	ardous wastes or const	ituents:	
<ul><li>iii. Specify amount to be handled or generatedtons</li><li>iv. Describe any proposals for on-site minimization, recyc</li></ul>	s/month ling or reuse of hazardo	ous constituents:	
v. Will any hazardous wastes be disposed at an existing of Yes: provide name and location of facility:	ffsite hazardous waste	facility?	□Yes□No
E. Site and Setting of Proposed Action			
E.1. Land uses on and surrounding the project site			
a. Existing land uses.	eroci de la		
i. Check all uses that occur on, adjoining and near the pro Urban ☑ Industrial ☐ Commercial ☐ Residen	nject site. tial (cuburban)       D	ural (non farm)	
Forest Agriculture Aquatic Other (s	pecify):	urai (non-tariii)	
ii. If mix of uses, generally describe:	P		
. Land uses and covertypes on the project site.			
Land use or	Current	Acreage After	Change
Covertype	Acreage	Project Completion	(Acres +/-)
Roads, buildings, and other paved or impervious surfaces	0.0	30.9	+30,9
Forested			
Meadows, grasslands or brushlands (non- agricultural, including abandoned agricultural)	98.4	61.4	-37.0
Agricultural (includes active orchards, field, greenhouse etc.)			
Surface water features			
(lakes, ponds, streams, rivers, etc.)	0.0	7.7	+7.7
Wetlands (freshwater or tidal)	1,6	0.0	40
Non-vegetated (bare rock, earth or fill)	1.00	U.U	-1.6
Other Describe:			

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Is the project site presently used by members of the community for public recreation?  i. If Yes: explain:	☐ Yes ✓ No
Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? f Yes, i. Identify Facilities:	∏ Yes. ✓ No
Does the project site contain an existing dam?	☐ Yes ✓ No
Yes:  i. Dimensions of the dam and impoundment:	
Down had also	
Dam length: feet	
Surface area: acres	
Volume impounded: gallons OR acre-feet	
i. Dam's existing hazard classification;	
ii. Provide date and summarize results of last inspection:	
Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management face Yes:	☐ Yes☑ No cility?
Has the facility been formally closed?	☐ Yes☐ No
If yes, cite sources/documentation:	
Describe the location of the project site relative to the boundaries of the solid waste management facility:	
Describe any development constraints due to the prior solid waste activities:  Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes:  Describe waste(s) handled and waste management activities, including approximate time when activities occur	□Yes☑No red:
Describe any development constraints due to the prior solid waste activities:  Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes:  Describe waste(s) handled and waste management activities, including approximate time when activities occur	red:
Describe any development constraints due to the prior solid waste activities:  Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes:	
Describe any development constraints due to the prior solid waste activities:  Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes:  Describe waste(s) handled and waste management activities, including approximate time when activities occur  Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?	red:
Describe any development constraints due to the prior solid waste activities:  Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes:  Describe waste(s) handled and waste management activities, including approximate time when activities occur  Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes:  Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes – Spills Incidents database  Provide DEC ID number(s):	red: □Yes☑ No □Yes□No
Describe any development constraints due to the prior solid waste activities:  Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes:  Describe waste(s) handled and waste management activities, including approximate time when activities occur  Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes:  Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes – Spills Incidents database  Provide DEC ID number(s):  Yes – Environmental Site Remediation database  Provide DEC ID number(s):	red: □Yes☑ No □Yes□No
Describe any development constraints due to the prior solid waste activities:  Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes:  Describe waste(s) handled and waste management activities, including approximate time when activities occur  Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes:  Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes - Spills Incidents database  Provide DEC ID number(s):  Provide DEC ID number(s):	red: □Yes☑ No □Yes□No
Describe any development constraints due to the prior solid waste activities:  Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes:  Describe waste(s) handled and waste management activities, including approximate time when activities occur  Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes:  Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes - Spills Incidents database  Provide DEC ID number(s):  Yes - Environmental Site Remediation database  Provide DEC ID number(s):  Neither database  f site has been subject of RCRA corrective activities, describe control measures:	red: □Yes☑ No □Yes□No
Describe any development constraints due to the prior solid waste activities:  Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes:  Describe waste(s) handled and waste management activities, including approximate time when activities occur  Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes:  Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes – Spills Incidents database  Provide DEC ID number(s):	red: □Yes☑ No □Yes□No

ν. Is the project site subject to an institutional control	ol limiting property uses?		☐ Yes ✓ No
<ul><li>If yes, DEC site ID number:</li><li>Describe the type of institutional control (e</li></ul>			
Describe any use limitations:	g., deed restriction or easement):		
Describe any engineering controls:			
Will the project affect the institutional or en			☐ Yes ☐ No
Explain;			
E.2. Natural Resources On or Near Project Site			
a. What is the average depth to bedrock on the project		feet	
<ul> <li>b. Are there bedrock outcroppings on the project site'</li> <li>If Yes, what proportion of the site is comprised of be</li> </ul>	drock outcroppings?	%	☐ Yes ✓ No
c. Predominant soil type(s) present on project site:	Odessa silt loam	64.4 %	
	Canandaigua silt loam	15.6 %	
	Ovid silt loam	14.0 %	
d. What is the average depth to the water table on the	project site? Average: <1 fee	t	
e. Drainage status of project site soils: Well Draine	ed: 0.5 % of site		
	Well Drained: 5.6 % of site		
✓ Poorly Drai	ned 93.9 % of site		
f. Approximate proportion of proposed action site with	h slopes: ☑ 0-10%: ☑ 10-15%:	94.5 % of site	
	□ 15% or greater:	5.5 % of site % of site	
g. Are there any unique geologic features on the proje		70 01 010	☐ Yes No
If Yes, describe:	ct site:		☐ 1 est 1/40
Surface water features.			
i. Does any portion of the project site contain wetlan ponds or lakes)?	ds or other waterbodies (including stream	ams, rivers,	ZYes□No
ii. Do any wetlands or other waterbodies adjoin the p	roject site?		<b>∠</b> Yes No
f Yes to either i or ii, continue. If No, skip to E.2.i.	3		M 1 63 1 10
ii. Are any of the wetlands or waterbodies within or	adjoining the project site regulated by	ny federal	<b>Z</b> Yes □No
state or local agency?			E I CS LINO
iv. For each identified regulated wetland and waterbo Streams: Name 837-78		wing information: lassification <sup>C</sup>	
Lakes or Ponds: Name	C	lassification	
Wetlands: Name Federal Waters	A	pproximate Size	
Wetland No. (if regulated by DEC)	11.11 (2.17/2)		
Are any of the above water bodies listed in the most waterbodies?	it recent compilation of NYS water qua	lity-impaired	☐ Yes <b>☑</b> No
f yes, name of impaired water body/bodies and basis	for listing as impaired		
y - s, mano of impaned water body/bodies and basis	tor nating as impaned.		
Is the project site in a designated Floodway?			□Yes <b>Z</b> No
Is the project site in the 100-year Floodplain?			☐Yes ZNo
. Is the project site in the 500-year Floodplain?			☐Yes ☑No
. Is the project site located over, or immediately adjoint f Yes:	ning, a primary, principal or sole sourc	e aquifer?	☐Yes <b>Z</b> No

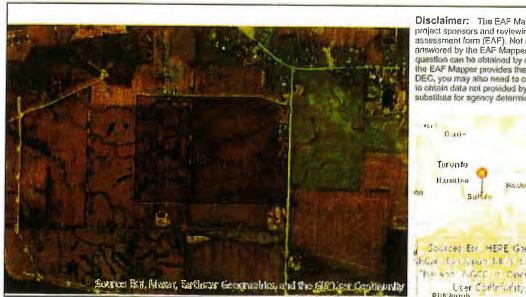
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nn. Identify the predominant wildlife species th Various bird species	at occupy or use the project site: Common rodents	Whitetail Deer	
n. Does the project site contain a designated sig f Yes:  i. Describe the habitat/community (composition)	·	ion);	□ Yes ☑No
ii. Source(s) of description or evaluation:  iii. Extent of community/habitat:  Currently:  Following completion of project as progain or loss (indicate + or -):  Does project site contain any species of plant endangered or threatened, or does it contain an lif Yes:  i. Species and listing (endangered or threatened):  orthern Harrier, Short-eared Owl	oposed: or animal that is listed by the fede ny areas identified as habitat for ar	acres acres acres ral government or NYS as	☑ Yes□No cies?
Does the project site contain any species of p special concern?  If Yes:  i. Species and listing:	lant or animal that is listed by NY	S as rare, or as a species of	□Yes <b>☑</b> No
Is the project site or adjoining area currently uses, give a brief description of how the proposease noise, traffic, and human presence; Tonawand	sed action may affect that use:	or shell fishing?	<b>Z</b> Yes □No
3. Designated Public Resources On or Near	r Project Site		
Is the project site, or any portion of it, located Agriculture and Markets Law, Article 25-AA Yes, provide county plus district name/number	Section 303 and 304?	t certified pursuant to	∐Yes ☑No
Are agricultural lands consisting of highly pro <i>i</i> . If Yes: acreage(s) on project site? <i>ii</i> . Source(s) of soil rating(s):	eductive soils present?		_Yes <b>.</b> ZNo
Does the project site contain all or part of, or Natural Landmark?  Yes:  i. Nature of the natural landmark: Bid Bid Bid Brovide brief description of landmark, include.	ological Community     Ge	cological Feature	□Yes ZNo
Is the project site located in or does it adjoin a Yes:  i. CEA name:  ii. Basis for designation:	state listed Critical Environmenta	Area?	□Yes. ZNo
iii. Designating agency and date:			

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commis Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic	Yes No Sioner of the NYS
If Yes:	
i. Nature of historic/archaeological resource: ☐Archaeological Site ☐Historic Building or District ii. Name:	
iii. Brief description of attributes on which listing is based:	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<b>Z</b> Yes □No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes:	
<ul> <li>i. Describe possible resource(s): Native American Communities; the STAMP site has been cleared for Phase 1, 2, and 3 at</li> <li>ii. Basis for identification: Shovel Investigation.</li> </ul>	rchaeological studies
h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?  If Yes:	<b>☑</b> Yes □No
i. Identify resource: John White Wildlife Management Area, Iroquois National Federal Wildlife Refuge	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail etc.): State and Federal wildlife management area	or scenic byway,
iii. Distance between project and resource: 0.66 miles.	
<ul> <li>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?</li> <li>If Yes: <ul> <li>i. Identify the name of the river and its designation:</li> </ul> </li> </ul>	□Yes ☑ No
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	☐ Yes ☐ No
F. Additional Information Attach any additional information which may be needed to clarify your project.  If you have identified any adverse impacts which could be associated with your proposal, please describe those imeasures which you propose to avoid or minimize them.	impacts plus any
G. Verification I certify that the information provided is true to the best of my knowledge.  Applicant/Sponsor Name    PROJECT RAMPART, LLCDate   10   15   2024	
Signature Title CEO	
PAUL DOUGHERTY	

PRINT FORM

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Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper, Additional Information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper Digital data is not a substitute for agency determinations.



No

B.i.ii [Local Waterfront Revitalization Area]

No

C.2.b. [Special Planning District]

Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.1.h [DEC Spills or Remediation Site -Potential Contamination History]

Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.1.h.i [DEC Spills or Remediation Site -Listed]

Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.1.h.i [DEC Spills or Remediation Site -Environmental Site Remediation Databasel Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.1.h.iii [Within 2,000' of DEC Remediation

No

Site]

E.2.g [Unique Geologic Features] No E.2.h.i [Surface Water Features]

Yes

E.2.h.ii [Surface Water Features]

Yes

E.2.h.iii [Surface Water Features]

Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.

E.2.h.iv [Surface Water Features - Stream

837-78

Name]

E.2.h.iv [Surface Water Features - Stream Classification1

C

E.2.h.iv [Surface Water Features - Wetlands Federal Waters

Name1

E.2.h.v [Impaired Water Bodies] No

E.2.i. [Floodway]

Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.2.j. [100 Year Floodplain]

Digital mapping data are not available or are incomplete. Refer to EAF

Workbook.

E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.I. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Northern Harrier, Short-eared Owl
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



745 Warren Drive East Aurora, New York 14052 716-655-2200 office info@auroraacoustical.com

September 24, 2024

CPL Architecture, Engineering, Planning 100 S. Clinton Avenue Rochester, NY 14604

Attention: Andrew Kosa, Engineering Associate Principal

Subject: Community noise assessment of proposed data center facilities at STAMP, Alabama, NY

Dear Mr. Kosa:

As requested, Aurora Acoustical Consultants performed preliminary assessments of sound levels produced by projected operations of planned data center facilities at the STAMP technology development site in the Town of Alabama, New York, received at locations on boundaries of the project site and at residences surrounding the project site.

#### Background

Facility noise assessments evaluated three schematic facility building layouts with representative layouts of outdoor cooling equipment and building rooftop ventilating duct openings. The equipment sources were characterized with sound emission levels associated with equipment sources for other data center facilities obtained from the project sponsor. The noise assessments calculated the sound levels received at representative project site boundaries and residential receiver locations from combined operations of the equipment components. The predicted received sound levels were compared to the noise criterion levels specified for the STAMP project as means to assess the noise acceptability of each of the schematic data center layouts.

The noise assessments were generated using a computerized environmental noise modeling program, CADNA/A v2024. Noise model scenarios were developed using the schematic facility design layouts and reference data for the equipment components and building constructions provided by CPL and the project sponsor, and other reference data. The model design incorporated three options for layouts of the facility buildings, outdoor cooling towers, and rooftop ventilation duct openings. The latter layouts were referenced from designs of other data centers that are comparable to the proposed project.

The noise model was used to calculate sound level contours produced by the facility sources, with sound level boxes used to identify the sound levels received at facility property lines adjoining residential properties and at points of residences. Scenarios were developed to characterize sound produced by the combinations of facility sources with the shielding and reflection effects of the buildings for the three building layout concepts.

The acceptability of the predicted received facility noise levels was evaluated based on the identified project noise criteria, which are a sound level limit of 65 dBA at the project boundaries in daytime periods and 45 dBA in nighttime periods. The criteria were referenced from the noise assessment guidelines of the New York State Department of Environmental Conservation in its Program Policy DEP-00-1 Assessing and Mitigating Noise Impacts. "Daytime" is commonly defined as 7:00 a.m. to 10:00 p.m. and "nighttime" is commonly defined as 10:00 p.m. to 7:00 a.m. [ref. 6 NYCRR Part 360.19(j)].



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The findings of the noise assessments conclude that the sound levels produced during operations of the planned data center facility with projected equipment in full simultaneous operation: 1) will not exceed the 65 dBA sound level criterion during daytime periods for each of the three building scenarios, and 2) will not exceed the 45 dBA sound level during nighttime periods for the third building scenario, at the project boundaries and at the nearest surrounding residences.

Facility noise assessment modeling

The data center facility was assessed using the CADNA/A v2024 environmental noise predictor program. The design of the facility noise model incorporated an aerial photograph with the STAMP boundaries, schematic facility development plans, and topographic maps. The information was used to identify and locate facility boundaries, buildings, equipment layouts, ground terrain and areas of wooded vegetation, roadways, and surrounding residences.

The noise modeling program calculation parameters include meteorological conditions of 10°C and 70% RH that are most favorable for sound propagation. The model assumes downwind propagation from each source in the direction of each receiver at the speed of 3 m/s. The modeling parameters included ground absorption factors of G=0.5 representing mixed absorptive/reflective ground terrain, with G=0 representing reflective parking lot, water, and roadway surfaces. The parameters also included two orders of sound reflection from building surfaces, standard geometrical divergence (distance spreading loss) and standard atmospheric sound absorption. Sound levels are predicted at an outdoor receiver height of five feet along the receiver boundaries.

The project property boundaries are represented on the aerial photograph of Figure 1. The local zoning map is shown in Figure 2, which identifies the surrounding residential use properties. The facility is located on parcels zoned Technology district (TD-1). Properties to the east of the project property are similarly zoned. The residential use properties to the south located along Judge Road and further south are contained in parcels zoned Agricultural-Residential (A-R). The nearest residential properties located to the northeast along Crosby Road are contained in parcels zoned Residential (R). Residential use properties along Alleghany Road (Route 63) to the east, and along Lewiston Road (Route 77) to the north, are zoned Agricultural-Residential (A-R). Properties to the west of the project site are contained in the Tonawanda Reservation and are densely wooded.

The facility schematic site plans, shown in Figures 3A-3C, were referenced for placements of facility buildings, paved areas and site roads, and water retention ponds in the noise model scenarios. The data center buildings were modeled with heights of 40 feet.

Designs of comparable data center facilities were referenced for placements of outdoor cooling equipment and building rooftop ventilation duct openings. The cooling tower equipment components were defined in the modeling scenarios as cabinets with 16 foot height, with a vertical area sound source on the lower half of one side of each with height of 8 feet representing the fan inlet opening, and with a horizontal area source on the top representing the fan discharge opening. The inlet openings were characterized with a sound level rating of 90 dBA at a distance of five feet, representing the evaporative cooling tower inlets, with a standard octave-band frequency spectrum applied. The discharge openings were characterized with a sound level rating of 85 dBA at a distance of five feet, representing the discharge of evaporative cooling tower fans including the sound attenuation of the evaporative medium, with a standard octave-band fan frequency spectrum applied.



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The rooftop building ventilation duct openings were defined in the model for each building scenario as point sources at a height of five feet above the building roof line. The sources were characterized with a sound level rating of 55 dBA at a distance of five feet, representing a typical building exhaust fan, with a standard octave-band frequency fan spectrum applied.

The indoor room sound levels were characterized with a sound level rating of 90 dBA close to the exterior walls and roof surfaces, with a standard octave-band frequency fan spectrum applied.

The layouts of the modeled facility outdoor equipment sources, building rooftop ventilation sources, and building surface transmission sources represented in Figures 4A-4C. The equipment source levels used as inputs to the noise assessment model are summarized in Table 1.

Table 1 Facility Source Levels for Outdoor Equipment Sources and Indoor Room Levels

	31.5	63	125	250	500	1k	2k	4k	8kHz	A-wtd
Cooling tower fan inlet	92	92	90	88	86	85	84	80	73	90
Cooling tower fan discharge	87	87	85	83	81	80	79	75	68	85
Rooftop ventilation duct opening	57	57	55	53	51	50	49	45	38	55
Interior room levels	85	85	82	88	86	85	84	80	73	90

Sound transmission from indoor equipment through building walls and roof assemblies was characterized using a representative indoor source sound level 90 dBA with a standard octave-band fan frequency spectrum applied, from which is subtracted the octave-band sound transmission loss ratings associated with the building constructions for the areas of each building element. The walls were represented as 8-inch concrete masonry. The roofs were modeled as 1.5-inch concrete on metal deck with an exposed rubber membrane. The sound attenuation ratings used to characterize the data center building walls and roof decks are summarized in Table 2.

Table 2 Building Sound Transmission Loss Factors Applied to Interior Room Levels

	31.5	63	125	250	500	1k	2k	4k	8kHz
8-in hollow concrete masonry	25	36	33	41	44	50	57	64	69
Concrete/metal deck/membrane	17	30	34	32	36	43	49	54	59

#### Ambient sound level surveys

The ambient sound levels in the surrounding community are generated by environmental sources and nearby or distant roadway traffic. The ambient sound levels were previously measured at eight community locations around the project site representing the residential properties and residences around the STAMP boundaries. Figure 4 identifies the ambient sound survey locations with respect to the project site. The ambient surveys were performed in four weekday periods (morning, afternoon, evening, night) and in three weekend periods (midday, evening, night). The measurements were obtained over periods of approximately ten minutes as appropriate to characterize the traffic and environmental sound sources. The ambient sound levels represent the community background sound levels without insect activity. A summary of the measured equivalent-average ambient sound levels with A-weighting and slow metering response ( $L_{\rm Aeq}$ ) is provided in Table 2.

The average sound levels measured in weekday and weekend daytime hours typically ranged from 60 to 65 dBA. The average sound levels measured in weekday and weekend nighttime hours at locations experiencing periodic pass-bys of traffic typically ranged from 45 to 54 dBA, and those measured without frequent traffic pass-bys typically ranged from 23 to 36 dBA.



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The background sound levels were measured with a Larson Davis model 831 sound level analyzer, which conforms to requirements of ANSI/ASA S1.4-2014/Part 1/IEC 61672-1:2013 (R2019) American National Standard Electroacoustics - Sound Level Meters - Part 1: Specifications. The meter was calibrated before each measurement with an acoustic calibrator which conforms to requirements of ANSI/ASA S1.40-2006 (R2016) American National Standard Specifications And Verification Procedures For Sound Calibrators. The measurements were made with the sound level analyzer fitted with a windscreen and mounted to a tripod at a height of five feet above grade.

#### Data center facility noise assessment findings

The modeled sound levels from operations of the represented building layouts are described on the noise contours of Figures 5A-5C. The predicted sound levels received at locations opposite the representative receptor boundaries and properties surrounding the project site are summarized in Table 3.

The assessments predict the sound levels received during operations of the planned data center facility will not exceed the 65 dBA sound level criterion at the project site boundaries and nearest residences during daytime periods for each of the three building layout concepts. The received sound levels are predicted will not exceed the 45 dBA sound level criterion during nighttime periods for the single building concept. Sound levels generated with the two-building and three-building concepts may be greater than the 45 dBA nighttime limit at a limited number of receptor locations to the northeast of the facility. Further assessments should be performed to evaluate optimum facility configurations, equipment selections, and mitigation options to minimize generated noise.

#### Conclusions

- 1. Sound levels from operations of the proposed data center facility at the STAMP development site in the Town of Alabama, NY were modeled and compared to the specified project site noise limits, to assess potential community noise acceptability at the boundaries of the project site and at the nearest adjoining residences. The objective of the noise assessments was to determine the acceptability of the received noise levels in comparison to specified project sound level limits, which are limits of 65 dBA in daytime hours (7:00 a.m. to 10:00 p.m.) and 45 dBA in nighttime hours (10:00 p.m. to 7:00 a.m.).
- 2. The data center facility noise assessments evaluated sounds received from the combination of outdoor cooling tower equipment, building rooftop ventilation duct openings, and indoor-outdoor sound transmission through the building walls and roof. The noise assessments evaluated three schematic building layouts, with schematic placements of equipment and rooftop sources developed from other data center facilities. The outdoor equipment sources, building ventilation duct sources, and indoor sources were characterized using sound level data representative of comparable data center facilities. The noise assessments assumed all sources to be operating simultaneously at peak conditions.
- 3. The predicted sound levels received at the project site property lines and at the nearest surrounding residences from concurrent facility operations are lower than the referenced 65 dBA daytime sound level limit for each evaluated building layout. The sound levels received at the boundary points are predicted to not exceed the 45 dBA nighttime sound level limit for building concept C. The nighttime generated sound levels for building concepts A and B may exceed the nighttime sound level limit at some project site boundaries to the east and northeast, which may require closer analysis of sources and layouts and investigations of mitigations.
- 4. The measured L<sub>eq</sub> average background sound levels in daytime and nighttime periods obtained at the surrounding receptor locations are comparable to, or higher than, the predicted facility sound levels at many of the receptors, and can be expected to provide a degree of environmental noise masking.

3c



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5. The sound level predictions are preliminary and subject to change based on the actual building placements and heights, the types, numbers and placements of cooling equipment and rooftop ventilation openings, the actual equipment source sound levels, and the sound transmission loss of the actual building constructions. The received sound levels may be minimized with proper selection and placement of inherently quiet equipment and with selection of available physical noise mitigations.

AURORA ACOUSTICAL CONSULTANTS Inc.

rusinowski

Daniel P. Prusinowski

Principal Consultant





Figure 1 STAMP Site Property Boundaries



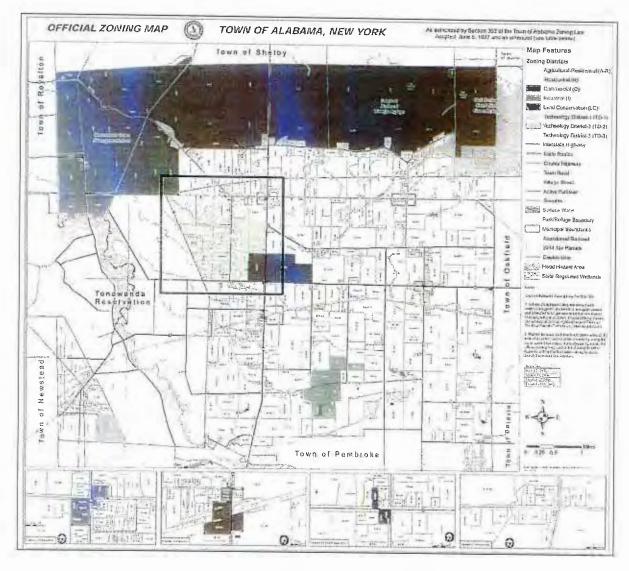


Figure 2 Town of Alabama Zoning Map with Highlighted Study Zone

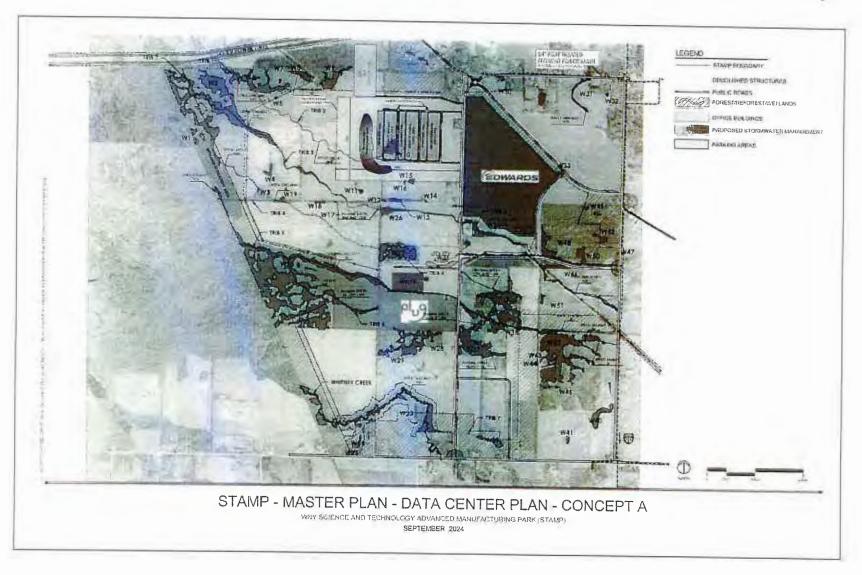


Figure 3A Data Center Facility Schematic Site Plan - Concept A

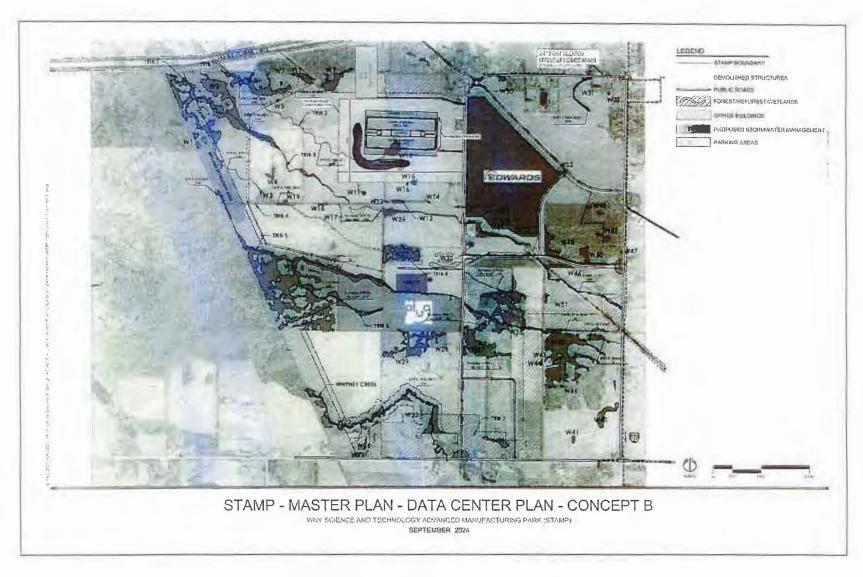


Figure 3B Data Center Facility Schematic Site Plan - Concept B



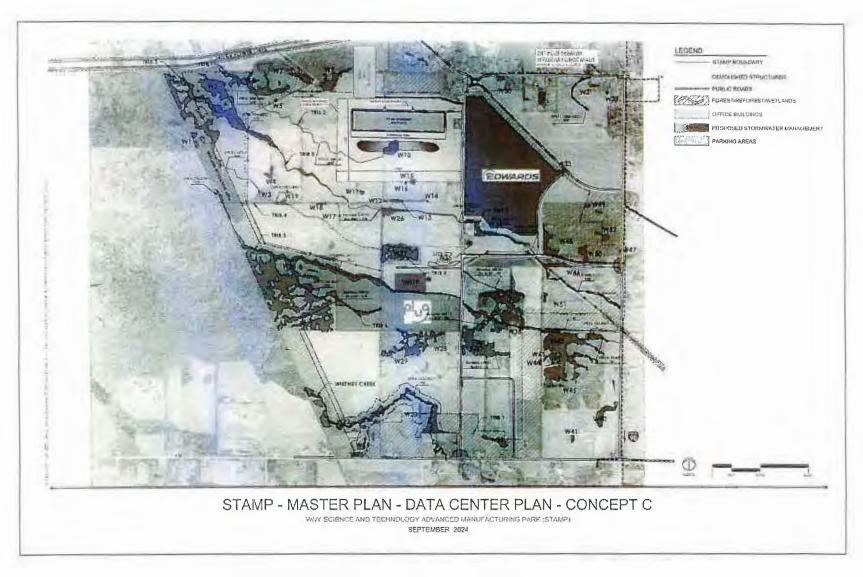


Figure 3C Data Center Facility Schematic Site Plan - Concept C



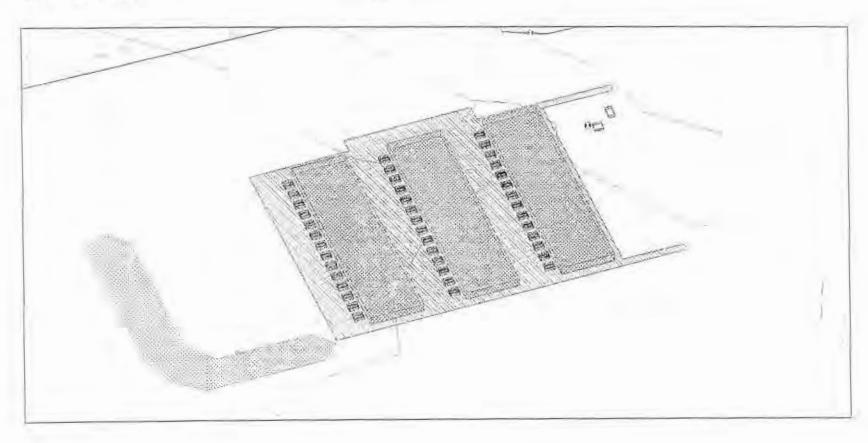


Figure 4A Data Center Facility Noise Model Configuration - Concept A



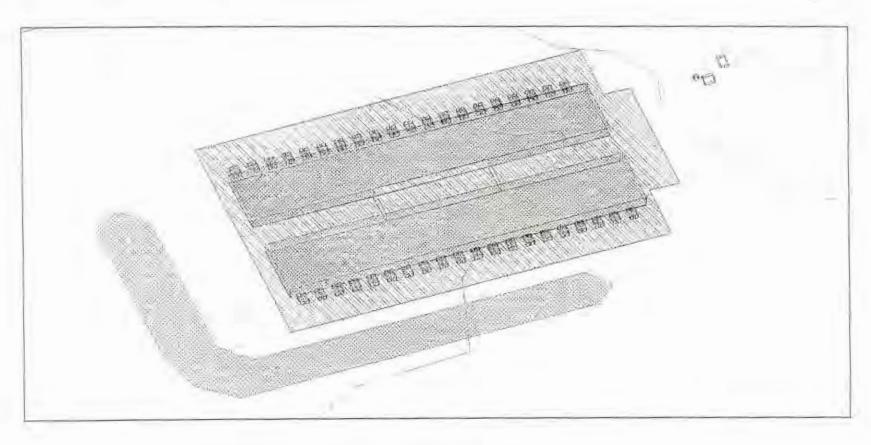


Figure 4B Data Center Facility Noise Model Configuration - Concept B



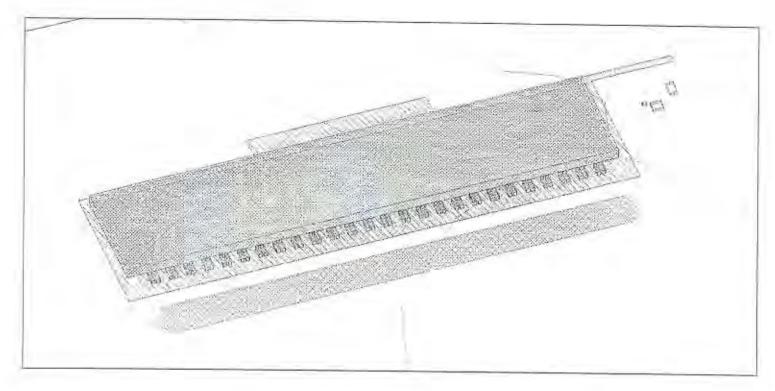


Figure 4C Data Center Facility Noise Model Configuration - Concept C







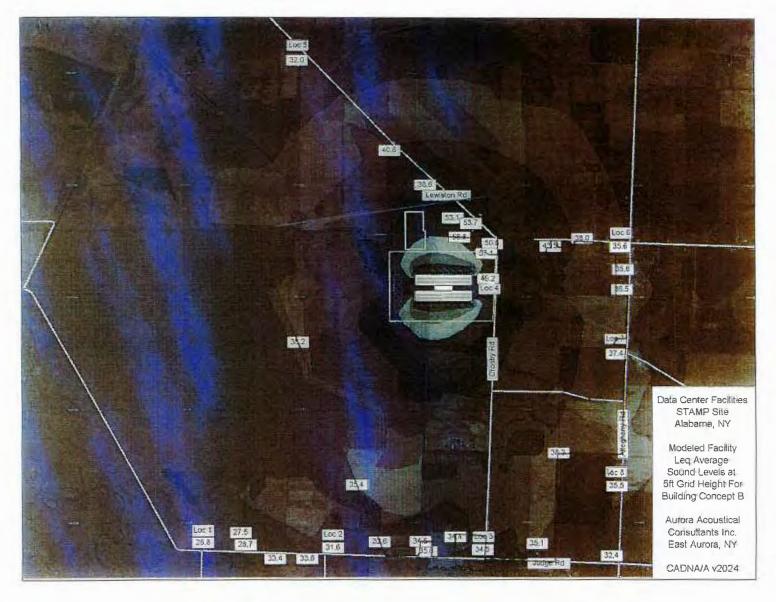


Figure 5B Modeled Facility Leq Sound Levels for Building Concept B





Figure 5C Modeled Facility Leq Sound Levels for Building Concept C



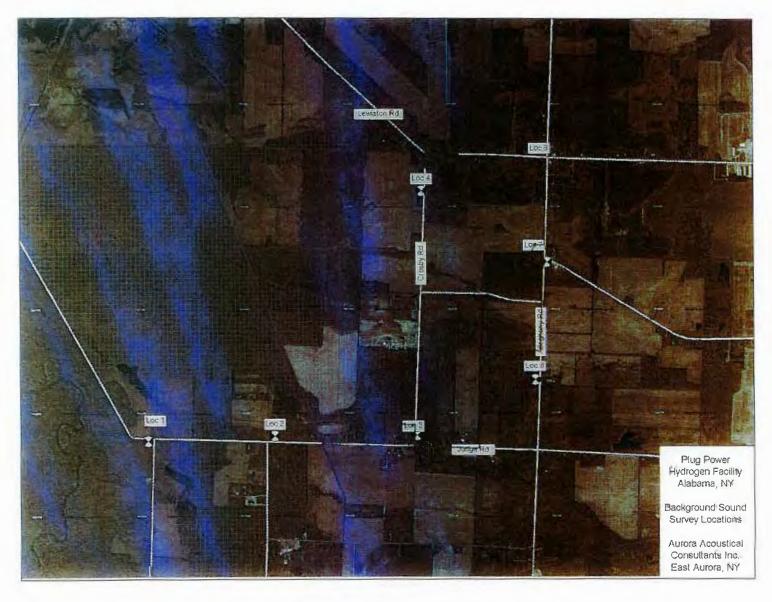


Figure 6 Ambient Sound Survey Locations





	Mac	kday marning		18/00	kday afternoon	-	Mar	ekday evening		10/		
Weekday morning		-	vvee	kuay aiteriioon		Wee	ekday evening		VV	eekday night		
Location	Start	End	Leq, dBA	Start	End	Leq, dBA	Start	End	Leq, dBA	Start	End	Leq, dBA
1	11/14/22 7:06 AM	11/14/22 7:16 AM	45.3	11/16/22 4:28 PM	11/16/22 4:39 PM	52.7	11/16/22 6:26 PM	11/16/22 6:36 PM	48.9	11/14/22 11:59 PM	11/15/22 12:10 AM	30.6
2	11/14/22 7:19 AM	11/14/22 7:29 AM	57.4	11/16/22 4:43 PM	11/16/22 4:53 PM	59.7	11/16/22 6:40 PM	11/16/22 6:50 PM	54.4	11/15/22 12:27 AM	11/15/22 12:38 AM	25.4
3	11/14/22 7:32 AM	11/14/22 7:42 AM	69.8	11/16/22 4:57 PM	11/16/22 5:07 PM	67.5	11/16/22 6:54 PM	11/16/22 7:04 PM	64.9	11/15/22 12:58 AM	11/15/22 1:08 AM	23.3
4	11/14/22 7:45 AM	11/14/22 7:56 AM	61.7	11/16/22 5:10 PM	11/16/22 5:20 PM	63.9	11/16/22 7:09 PM	11/16/22 7:20 PM	60,7	11/15/22 1:21 AM	11/15/22 1:31 AM	23.5
5	11/14/22 7:59 AM	11/14/22 8:10 AM	61.2	11/16/22 5:24 PM	11/16/22 5:34 PM	60.8	11/16/22 7:24 PM	11/16/22 7:35 PM	60.6	11/15/22 1:48 AM	11/15/22 1:59 AM	24.3
6	11/14/22 8:14 AM	11/14/22 8:25 AM	60.0	11/16/22 5:39 PM	11/16/22 5:49 PM	60.1	11/16/22 7:40 PM	11/16/22 7:50 PM	56.8	11/15/22 2:18 AM	11/15/22 2:28 AM	44.6
7	11/14/22 8:28 AM	11/14/22 8:39 AM	65.9	11/16/22 5:52 PM	11/16/22 6:03 PM	63.3	11/16/22 7:53 PM	11/16/22 8:03 PM	59.9	11/15/22 2:32 AM	11/15/22 2:43 AM	48.8
8	11/14/22 8:46 AM	11/14/22 8:56 AM	58.6	11/16/22 6:06 PM	11/16/22 6:16 PM	61.3	11/16/22 8:07 PM	11/16/22 8:17 PM	57.1	11/15/22 2:49 AM	11/15/22 2:59 AM	50.8

		Meas	ured Amb	pient Sound Le	vels in Adjoinir	ng Commi	unity		
Weekend midday			Wee	ekend evening		Weekend night			
Location	Start	End	Leq, dBA	Start	End	Leq, dBA	Start	End	Leq, dBA
1	11/12/22 11:04 AM	11/12/22 11:14 AM	58.0	11/12/22 6:30 PM	11/12/22 6:40 PM	38.2	11/13/22 1:15 AM	11/13/22 1:25 AM	29.5
2	11/12/22 11:18 AM	11/12/22 11:29 AM	60.2	11/12/22 6:43 PM	11/12/22 6:53 PM	51.3	11/13/22 1:37 AM	11/13/22 1:47 AM	27.1
3	11/12/22 11:32 AM	11/12/22 11:42 AM	65.3	11/12/22 6:57 PM	11/12/22 7:08 PM	62.6	11/13/22 2:03 AM	11/13/22 2:13 AM	26.2
4	11/12/22 11:46 AM	11/12/22 11:56 AM	60.0	11/12/22 7:16 PM	11/12/22 7:26 PM	61.9	11/13/22 2:17 AM	11/13/22 2:28 AM	32.4
5	11/12/22 12:01 PM	11/12/22 12:12 PM	67.6	11/12/22 7:33 PM	11/12/22 7:43 PM	56.7	11/13/22 2:39 AM	11/13/22 2:49 AM	51.1
6	11/12/22 12:17 PM	11/12/22 12:28 PM	59.1	11/12/22 7:48 PM	11/12/22 7:59 PM	53.5	11/13/22 3:01 AM	11/13/22 3:12 AM	35.8
7	11/12/22 12:31 PM	11/12/22 12:42 PM	64.1	11/12/22 8:02 PM	11/12/22 8:12 PM	61.5	11/13/22 3:15 AM	11/13/22 3:26 AM	53.6
8	11/12/22 12:47 PM	11/12/22 12:58 PM	59.5	11/12/22 8:15 PM	11/12/22 8:25 PM	52.2	11/13/22 3:29 AM	11/13/22 3:39 AM	29.6



		oundaries and Residences Co und Sound Survey Locations.	orresponding to
Location	Building Concept A Three-building	Building Concept B Two-building	Building Concept C Single-building
	Leq, dBA	Leq, dBA	Leq, dBA
1	28.6	26.8	27.1
2	32.7	31.6	31.8
3	34.0	34.5	34.8
4	45.5	49.2	41.7
5	33.7	32.0	22.7
6	26.0	35.6	31.8
7	29.2	37.4	37.0
8	31.2	35.5	35.9

# Project Rampart Preliminary Stormwater Management Report

for the

Western New York
Science, Technology and Advanced
Manufacturing Park (STAMP)

Prepared for:

Project Rampart, LLC 850 New Burton Road, Suite 201 Dover, DE 19904

September 2024





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1

#### I. General

The Science, Technology and Advanced Manufacturing Park (STAMP) project in the Town of Alabama, in western Genesee County, New York is currently being developed. The project site consists of approximately 1,250 acres and is located along New York State Highway Route 77, approximately 5 miles north of the New York State Thruway. The purpose of the STAMP project site is to develop a high technology manufacturing center, with a focus on renewable energy and to provide economic development opportunities within the region.

Project Rampart involves the development of a 100-acre parcel within the STAMP project site. The proposed work will include the construction of up to three new manufacturing-type facilities, totaling approximately 750,000 square feet of building area. The new parcel will include all associated parking, two ingress/egress driveways, new utility and service connections, equipment storage areas and associated stormwater management facilities.

#### II. Existing Conditions

Currently, the STAMP project site consists of a mix of remaining agricultural land industrial development project sites. The site can be characterized as having gentle to moderate slopes and generally slopes from the east to the west across the site. The site does not lie within the FEMA 100 Year Flood Plain.

The STAMP site is comprised of many different soils with different Hydrologic Soil Group classifications. The site contains mostly Type C & D soils as defined by the National Cooperative Soil Survey, which generally describes the site as moderate to poorly drained. Appendix A contains soils information for the site.

For Project Rampart, the proposed site consists of approximately 100 acres of agricultural land, containing a small wetland (Wetland #10), and a tributary (Trib#2) that bisects the site. Due to the size and requirements of the project, the wetland and the tributary would be disturbed and mitigated as required by the permitting agencies.

## III. Proposed Project and Stormwater Management Planning

Project Rampart is proposing to construct three new facilities, located on the northwestern quadrant of the STAMP site. The three buildings would cumulatively be approximately 750,000 square feet in building space. The development would also include two ingress/egress driveway access points, approximately 108 parking spaces, equipment storage yards and all associated utility connections, including electric, gas, water and sanitary sewer.

Regarding stormwater management planning, the runoff associated with the proposed areas of development will need to be treated in accordance with the New York State Department of Environmental Conservation Stormwater Management Design Manual. The proposed project will be classified as new development with an increase in impervious area and will require both stormwater quality and quantity mitigation measures. With this classification, 100% of the

impervious area constructed in existing undeveloped areas, such as woodlands, brush or agricultural land, will need to be treated using standard practices. For this project, it is anticipated that all new impervious areas will be treated using stand practices that may include but are not limited to bioretention areas, dry swales, and stormwater management ponds. It is anticipated that the proposed stormwater management pond(s) will have a forebay and permanent pool to treat water quality and additional storage volume to treat water quality.

Existing soil conditions will need to be confirmed during geotechnical exploration, however, with the presence of wetlands on site, low infiltration soils are anticipated. Underdrains within stormwater management and parking areas would be proposed to provide sufficient drainage and for enhanced long term pavement performance. In general stormwater management facilities require an area equal to 25% of the proposed impervious area. The general stormwater management area for this project is shown conceptually on the September 2024 conceptual site plan.

## IV. Stormwater Methodology

To enable project development, site clearing, and preparation will be required. We have assumed that a 5-acre waiver will be required from the NYSDEC in order to disturb more than 5-acres at a time. A Stormwater Pollution Prevention Plan (SWPPP) will also be developed to ensure that the proper erosion control and stormwater control best management practices are implemented. A SWPPP and the 5-acre waiver will need to be completed, submitted to NYSDEC, and approved before any site clearing can occur.

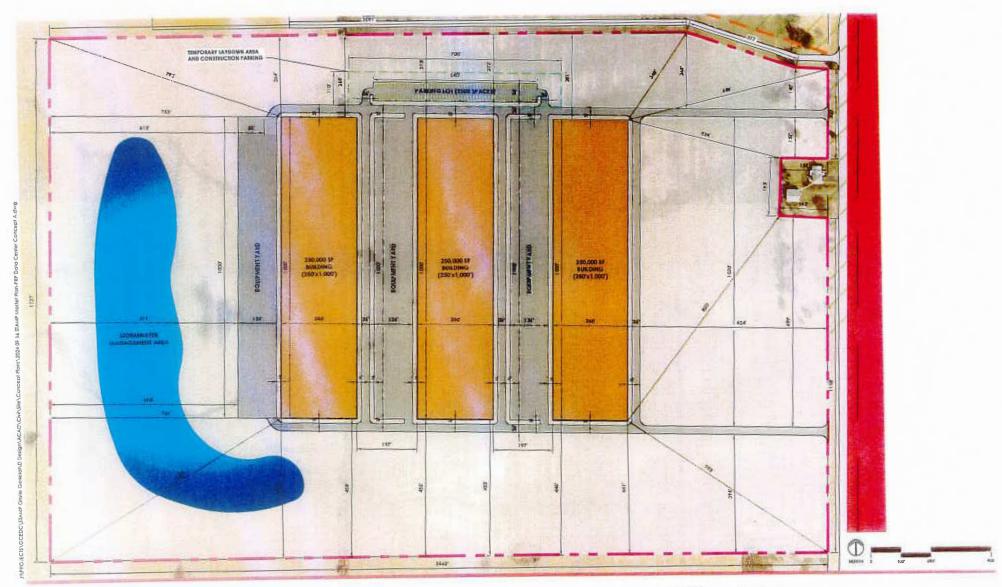
During the design of the stormwater management facilities, peak flows generated from existing conditions and developed conditions will be compared to size the facilities appropriately. The proposed peak flows must exit the site at an equal or lower rate than the existing conditions. It is anticipated that the majority of this reduction will occur in the stormwater ponds.

In addition to the main stormwater pond facilities in the project area, point source treatment practices will be implemented as required in the Stormwater Management Design Manual. The point source treatment practices include rain gardens for roof drainage, bioretention swales or infiltration trenches for parking areas, and a variety of other practices. Buffers for these treatment practices will be incorporated into the overall conceptual plan for the project.

The final design and layout of the treatment practices will also assist in supplying water to the existing wetlands and tributaries on the STAMP site. By discharging treated stormwater from these practices into the tributaries and wetland systems, the integrity of the systems will be maintained.

## FIGURE 1

Conceptual Site Plan



STAMP - MASTER PLAN - PROJECT RAMPART - CONCEPT SITE PLAN

WNY SCIENCE AND TECHNOLOGY ADVANCED MANUFACTURING PARK (STAMP) SEPTEMBER 2024

## APPENDIX A

Site Soil Information



United States
Department of
Agriculture

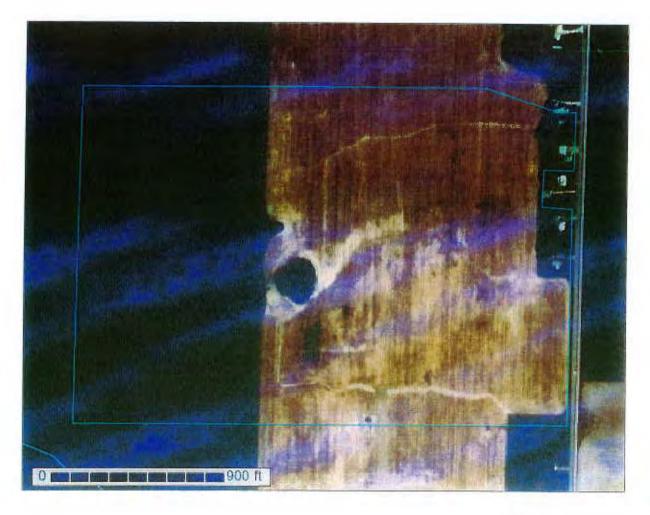
# **NRCS**

Natural Resources Conservation Service A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

# Custom Soil Resource Report for

# Genesee County, New York

STAMP Data Center



## **Preface**

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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# How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

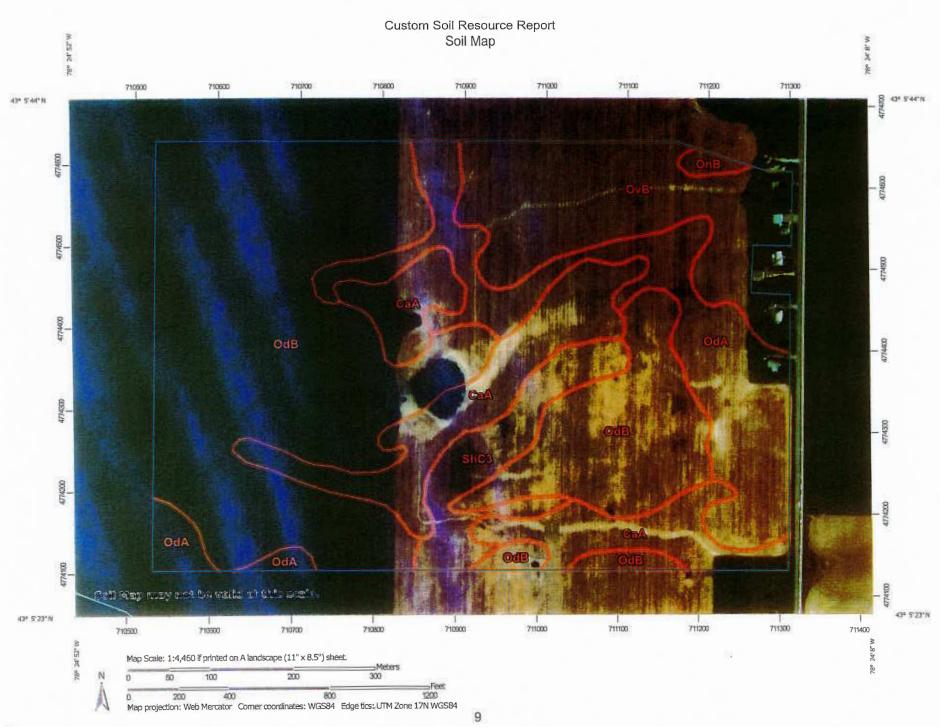


identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

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# Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



#### MAP LEGEND MAP INFORMATION The soil surveys that comprise your AOI were mapped at Area of Interest (AOI) Spoil Area 1:24,000. Area of Interest (AOI) Stony Spot Soils Very Stony Spot Warning: Soil Map may not be valid at this scale. Soil Map Unit Polygons Wet Spot Soil Map Unit Lines Enlargement of maps beyond the scale of mapping can cause Other misunderstanding of the detail of mapping and accuracy of soil Soil Map Unit Points line placement. The maps do not show the small areas of Special Line Features Special Point Features contrasting soils that could have been shown at a more detailed Water Features scale. Blowout 05 Streams and Canals Borrow Pit Transportation Please rely on the bar scale on each map sheet for map NC Clay Spot measurements. Closed Depression Interstate Highways Source of Map: Natural Resources Conservation Service Gravel Pit Web Soil Survey URL: **US Routes** Coordinate System: Web Mercator (EPSG:3857) Gravelly Spot Major Roads Landfill Local Roads Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts Lava Flow Background distance and area. A projection that preserves area, such as the Marsh or swamp Aerial Photography Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required. Mine or Quarry Miscellaneous Water This product is generated from the USDA-NRCS certified data as of the version date(s) listed below. Perennial Water Rock Outcrop Soil Survey Area: Genesee County, New York Survey Area Data: Version 24, Sep 5, 2023 Saline Spot Sandy Spot Soil map units are labeled (as space allows) for map scales 1:50,000 or larger. Severely Eroded Spot Sinkhole Date(s) aerial images were photographed: Dec 31, 2009—Oct 18, 2016 Slide or Slip Sodic Spot The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CaA	Canandaigua silt loam, 0 to 2 percent slopes	15.6	15.6%
OdA	Odessa silt loam, 0 to 3 percent slopes	16.1	16,1%
OdB	Odessa silt loam, 3 to 8 percent slopes	48.3	48.3%
OnB	Ontario loam, 3 to 8 percent slopes	0.5	0.5%
OvB	Ovid silt loam, 3 to 8 percent slopes	14.0	14.0%
ShC3	Schoharie silty clay loam, 6 to 12 percent slopes	5.6	5.6%
Totals for Area of Interest		100.0	100.0%

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it

was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.



## Genesee County, New York

## CaA—Canandaigua silt loam, 0 to 2 percent slopes

### Map Unit Setting

National map unit symbol: b3xk Elevation: 100 to 1,000 feet

Mean annual precipitation: 31 to 38 inches Mean annual air temperature: 46 to 50 degrees F

Frost-free period: 140 to 175 days

Farmland classification: Farmland of statewide importance

### Map Unit Composition

Canandaigua and similar soils: 75 percent

Minor components: 25 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

## Description of Canandaigua

#### Setting

Landform: Depressions

Landform position (two-dimensional): Toeslope Landform position (three-dimensional): Tread

Down-slope shape: Concave Across-slope shape: Concave

Parent material: Silty and clayey glaciolacustrine deposits

#### Typical profile

H1 - 0 to 9 inches: silt loam H2 - 9 to 39 inches: silt loam H3 - 39 to 72 inches: silt loam

## Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Poorly drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20

to 0.57 in/hr)

Depth to water table: About 0 to 6 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 15 percent

Available water supply, 0 to 60 inches: High (about 12.0 inches)

## Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: C/D

Ecological site: F101XY010NY - Wet Lake Plain Depression

Hydric soil rating: Yes

## Minor Components

#### Madalin

Percent of map unit: 5 percent Landform: Depressions



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Hydric soil rating: Yes

#### Bergen

Percent of map unit: 5 percent Landform: Marshes, swamps Hydric soil rating: Yes

#### Halsey

Percent of map unit: 5 percent Landform: Depressions Hydric soil rating: Yes

#### Lamson

Percent of map unit: 5 percent Landform: Depressions Hydric soil rating: Yes

### Unnamed soils

Percent of map unit: 5 percent Hydric soil rating: No

## OdA-Odessa silt loam, 0 to 3 percent slopes

#### Map Unit Setting

National map unit symbol: 2wrd8 Elevation: 260 to 1,540 feet

Mean annual precipitation: 31 to 57 inches Mean annual air temperature: 41 to 50 degrees F

Frost-free period: 100 to 190 days

Farmland classification: Prime farmland if drained

#### Map Unit Composition

Odessa and similar soils: 85 percent Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

## Description of Odessa

#### Setting

Landform: Lake terraces

Landform position (two-dimensional): Footslope Landform position (three-dimensional): Tread

Down-slope shape: Concave Across-slope shape: Linear

Parent material: Red clayey glaciolacustrine deposits derived from calcareous shale

### Typical profile

Ap - 0 to 8 inches: silt loam

Bt/E - 8 to 10 inches: silty clay loam Bt1 - 10 to 15 inches: silty clay Bt2 - 15 to 25 inches: silty clay



C - 25 to 79 inches: silty clay

## Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches Drainage class: Somewhat poorly drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately

low (0.00 to 0.14 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 25 percent

Available water supply, 0 to 60 inches: High (about 9.5 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: D

Ecological site: F101XY009NY - Moist Lake Plain

Hydric soil rating: No

## **Minor Components**

#### Lakemont

Percent of map unit: 5 percent

Landform: Depressions

Landform position (two-dimensional): Toeslope Landform position (three-dimensional): Tread

Down-slope shape: Concave Across-slope shape: Concave

Hydric soil rating: Yes

#### Schoharie

Percent of map unit: 5 percent

Landform: Lake terraces

Landform position (two-dimensional): Summit Landform position (three-dimensional): Tread

Down-slope shape: Convex Across-slope shape: Convex

Hydric soil rating: No

#### Churchville

Percent of map unit: 3 percent Landform: Drumlinoid ridges

Landform position (two-dimensional): Footslope Landform position (three-dimensional): Base slope

Down-slope shape: Concave Across-slope shape: Linear

Hydric soil rating: No

#### Rhinebeck

Percent of map unit: 2 percent

Landform: Lake plains

Landform position (two-dimensional): Footslope Landform position (three-dimensional): Tread

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Down-slope shape: Concave

Across-slope shape: Linear Hydric soil rating: No

## OdB-Odessa silt loam, 3 to 8 percent slopes

#### Map Unit Setting

National map unit symbol: 2wrdk Elevation: 250 to 1,280 feet

Mean annual precipitation: 31 to 57 inches Mean annual air temperature: 41 to 50 degrees F

Frost-free period: 100 to 190 days

Farmland classification: Prime farmland if drained

## Map Unit Composition

Odessa and similar soils: 85 percent Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

## Description of Odessa

#### Setting

Landform: Lake terraces

Landform position (two-dimensional): Footslope Landform position (three-dimensional): Tread

Down-slope shape: Concave Across-slope shape: Linear

Parent material: Red clayey glaciolacustrine deposits derived from calcareous

### Typical profile

Ap - 0 to 8 inches: silt loam

Bt/E - 8 to 10 inches: silty clay loam Bt1 - 10 to 15 inches: silty clay Bt2 - 15 to 25 inches: silty clay C - 25 to 79 inches: silty clay

### Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: More than 80 inches Drainage class: Somewhat poorly drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately

low (0.00 to 0.14 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 25 percent

Available water supply, 0 to 60 inches: High (about 9.5 inches)

## Interpretive groups

Land capability classification (irrigated): None specified

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Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: D

Ecological site: F101XY009NY - Moist Lake Plain

Hydric soil rating: No

## Minor Components

#### Schoharie

Percent of map unit: 6 percent

Landform: Lake plains

Landform position (two-dimensional): Summit Landform position (three-dimensional): Tread

Down-slope shape: Convex Across-slope shape: Convex Hydric soil rating: No

#### Lakemont

Percent of map unit: 4 percent

Landform: Depressions

Landform position (two-dimensional): Toeslope Landform position (three-dimensional): Tread

Down-slope shape: Concave Across-slope shape: Concave Hydric soil rating: Yes

#### Churchville

Percent of map unit: 3 percent

Landform: Drumlinoid ridges

Landform position (two-dimensional): Footslope Landform position (three-dimensional): Base slope

Down-slope shape: Concave Across-slope shape: Linear Hydric soil rating: No

#### Rhinebeck

Percent of map unit: 2 percent

Landform: Lake plains

Landform position (two-dimensional): Footslope Landform position (three-dimensional): Tread

Down-slope shape: Concave Across-slope shape: Linear Hydric soil rating: No

## OnB—Ontario Ioam, 3 to 8 percent slopes

## Map Unit Setting

National map unit symbol: 2w3ps

Elevation: 250 to 1,490 feet

Mean annual precipitation: 31 to 57 inches
Mean annual air temperature: 41 to 50 degrees F

Frost-free period: 100 to 190 days

Farmland classification: All areas are prime farmland

### **Map Unit Composition**

Ontario and similar soils: 85 percent Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

## Description of Ontario

### Setting

Landform: Till plains, ridges, drumlins

Landform position (two-dimensional): Summit, shoulder

Landform position (three-dimensional): Crest

Down-slope shape: Convex Across-slope shape: Convex

Parent material: Calcareous loamy lodgment till derived from limestone,

sandstone, and shale

## Typical profile

Ap - 0 to 8 inches: loam
E - 8 to 14 inches: loam
Bt/E - 14 to 21 inches: loam
Bt - 21 to 39 inches: gravelly loam
C1 - 39 to 48 inches: gravelly loam
C2 - 48 to 79 inches: gravelly loam

### Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately

high (0.00 to 1.42 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 40 percent

Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

## Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: B

Ecological site: F101XY012NY - Till Upland

Hydric soil rating: No

## Minor Components

#### Hilton

Percent of map unit: 5 percent

Landform: Till plains, ridges, drumlins

Landform position (two-dimensional): Summit Landform position (three-dimensional): Crest

Down-slope shape: Linear

Across-slope shape: Convex, concave

Hydric soil rating: No



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#### Honeoye

Percent of map unit: 5 percent Landform: Till plains, ridges, drumlins

Landform position (two-dimensional): Backslope, shoulder, summit

Landform position (three-dimensional): Side slope, crest

Down-slope shape: Convex Across-slope shape: Convex

Hydric soil rating: No

#### Cazenovia

Percent of map unit: 3 percent

Landform: Reworked lake plains, till plains Landform position (two-dimensional): Summit Landform position (three-dimensional): Crest

Down-slope shape: Concave Across-slope shape: Convex Hydric soil rating: No

#### Appleton

Percent of map unit: 2 percent Landform: Till plains, ridges, drumlins

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Base slope

Down-slope shape: Concave Across-slope shape: Linear Hydric soil rating: No

## OvB-Ovid silt loam, 3 to 8 percent slopes

### Map Unit Setting

National map unit symbol: b40j Elevation: 250 to 1,000 feet

Mean annual precipitation: 31 to 38 inches
Mean annual air temperature: 46 to 50 degrees F

Frost-free period: 140 to 175 days

Farmland classification: Prime farmland if drained

#### Map Unit Composition

Ovid and similar soils: 80 percent Minor components: 20 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

## Description of Ovid

#### Setting

Landform: Till plains, reworked lake plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope

Down-slope shape: Concave Across-slope shape: Linear

Parent material: Loamy till with a significant component of reddish shale or reddish glaciolacustrine clays, mixed with limestone and some sandstone

## Typical profile

H1 - 0 to 12 inches: silt loam H2 - 12 to 29 inches: silty clay loam

H3 - 29 to 72 inches: gravelly silty clay loam

#### Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: More than 80 inches Drainage class: Somewhat poorly drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to

moderately high (0.06 to 0.20 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 15 percent

Available water supply, 0 to 60 inches: Moderate (about 8.6 inches)

## Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: C/D

Ecological site: F101XY013NY - Moist Till

Hydric soil rating: No

### **Minor Components**

#### Appleton

Percent of map unit: 5 percent

Hydric soil rating: No

#### Rominis

Percent of map unit: 5 percent Landform: Depressions

Hydric soil rating: Yes

#### Cazenovia

Percent of map unit: 5 percent

Hydric soil rating: No

#### Odessa

Percent of map unit: 5 percent

Hydric soil rating: No

ShC3—Schoharie silty clay loam, 6 to 12 percent slopes

#### Map Unit Setting

National map unit symbol: 2xggl Elevation: 260 to 1,340 feet

Mean annual precipitation: 31 to 57 inches

Mean annual air temperature: 41 to 50 degrees F

Frost-free period: 100 to 190 days

Farmland classification: Farmland of statewide importance

### Map Unit Composition

Schoharie and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

### Description of Schoharie

### Setting

Landform: Lake terraces

Landform position (two-dimensional): Shoulder, backslope

Landform position (three-dimensional): Riser

Down-slope shape: Convex Across-slope shape: Convex

Parent material: Red clayey glaciolacustrine deposits derived from calcareous

shale

#### Typical profile

Ap - 0 to 8 inches: silty clay loam
E - 8 to 11 inches: silt loam
Bt/E - 11 to 18 inches: silty clay
Bt - 18 to 33 inches: clay
C1 - 33 to 52 inches: silty clay
C2 - 52 to 79 inches: silty clay

#### Properties and qualities

Slope: 6 to 12 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

Runoff class: Medium

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately

low (0.00 to 0.14 in/hr)

Depth to water table: About 18 to 36 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 25 percent

Available water supply, 0 to 60 inches: High (about 9.3 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3e

Hydrologic Soil Group: D

Ecological site: F101XY009NY - Moist Lake Plain

Hydric soil rating: No

## Minor Components

#### Cazenovia

Percent of map unit: 5 percent

Landform: Till plains, reworked lake plains Landform position (two-dimensional): Summit Landform position (three-dimensional): Crest

Down-slope shape: Concave Across-slope shape: Convex



Hydric soil rating: No

### Odessa

Percent of map unit: 5 percent

Landform: Lake terraces

Landform position (two-dimensional): Footslope Landform position (three-dimensional): Tread

Down-slope shape: Concave Across-slope shape: Linear Hydric soil rating: No

### Cayuga

Percent of map unit: 3 percent Landform: Till plains, lake plains

Landform position (two-dimensional): Summit Landform position (three-dimensional): Crest, tread

Down-slope shape: Concave Across-slope shape: Convex Hydric soil rating: No

#### Collamer

Percent of map unit: 2 percent

Landform: Lake plains

Landform position (two-dimensional): Summit Landform position (three-dimensional): Tread

Down-slope shape: Concave Across-slope shape: Convex

Hydric soil rating: No

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### **Project Rampart**

#### **Emergency Services Report**

## Prepared by Project Rampart, LLC

## 1. Scope of Report

A facility-specific emergency services impact study shall be prepared for each actual technology manufacturing facility to be located at the Project Site and submitted to an informal committee composed of local and county emergency response representatives to review and provide input on such studies. Each study will identify mitigation measures that may be required for the following factors:

- Potential for increase in police calls
- Potential for increase in court services
- Potential for increase in EMS calls
- Potential for increase in motor vehicle accident calls
- Potential for increase in hazardous materials calls
- Potential for increase in fire calls
- Potential need for fire apparatus
- Potential incentives to attract additional volunteers for the fire department

#### 2. Police Services

Project Rampart representatives contacted both the Genesee County Sheriff and the New York State Police.

Conversations with the Genesee County Sheriff indicated that the construction and operation of a data center would have "minimal impact" on the amount of police calls.

Conversations with the New York State Police indicated that the construction and operation of a data center would have "minimal to no impact" on the amount of police calls.

## Court Services

Project Rampart representatives contacted both the Genesee County Sheriff and the New York State Police.

Conversations with the Genesee County Sheriff indicated that the construction and operation of a data center would have "minimal" increase in court services.

Conversations with the New York State Police indicated that the construction and operation of a data center would have "minimal to no impact" increase in court services.

#### 4. EMS Calls

Project Rampart representatives contacted the following EMS providers in the area: Alabama Volunteer Fire Department and Mercy Flight EMS.

Conversations with the Alabama Volunteer Fire Department indicated that based simply on the addition of 105 new workers at Project Rampart, they could see a minor increase in EMS calls.

Conversations with Mercy Flight EMS indicated that they "can't see" how construction and operation of a data center would cause a potential increase in EMS calls.

## 5. Motor Vehicle Accident Calls

Project Rampart representatives contacted the following parties: Genesee County Sheriff, the New York State Police, Alabama Volunteer Fire Department and Mercy Flight EMS.

Conversations with the Genesee County Sheriff indicated that the construction and operation of a data center would have "minimal impact" on the amount of motor vehicle accident calls.

Conversations with the New York State Police indicated that the construction and operation of a data center would have "minimal to no impact" on the amount of motor vehicle accident calls.

Conversations with the Alabama Volunteer Fire Department indicated that based simply on the addition of 105 new workers at Project Rampart, they could see a minor increase in motor vehicle accident calls.

Conversations with Mercy Flight EMS indicated that they "can't see" how construction and operation of a data center would cause a potential increase in motor vehicle accident calls.

The average annual daily traffic (AADT) along NY63 was 5,319 in 2023 (Source: NYS DOT Traffic Data Station 410134). According to Clark Patterson Lee's traffic model report update, the "traffic from newly proposed Project Rampart would be minimal and less than the original Phase 2 Scannell traffic".

## 6. <u>Hazardous Materials Calls</u>

Project Rampart representatives contacted Genesee County Office of Emergency Management and the Alabama Volunteer Fire Department.

Potential hazardous materials that may be on site during operation of the data center are included below. This list is not intended to limit the presence of other substance or conditions necessitated by the development of Project Rampart.

- Liquid petroleum storage
- Natural gas service and storage
- Hydrogen gas storage
- Electrical transformers
- High voltage electrical equipment
- High voltage electrical transmission lines

Project Rampart representatives discussed hazardous materials calls with Genesee County Office of Emergency Management and they indicated that they do not anticipate an increase in hazardous materials calls.

Conversations with the Alabama Volunteer Fire Department indicated that Genesee County is primarily responsible for hazardous materials calls.

Any liquid petroleum, natural gas or hydrogen gas storage tanks will be inspected and maintained in accordance with the manufacturer's recommendations and any federal/state/local regulations.

#### Fire Calls

Project Rampart representatives contacted the Alabama Volunteer Fire Department. The Alabama Volunteer Fire Department has two stations both located within a 5 mile radius of Project Rampart.

Conversations with the Alabama Volunteer Fire Department indicated that they could see some increase in fire calls as there is always the potential for false alarms.

## 8. Fire Apparatus

Project Rampart representatives contacted the Alabama Volunteer Fire Department. The Alabama Volunteer Fire Department's fleet includes the following apparatus:

- Engine 1 International 4900 (Fire Station 1 2230 Judge Road)
- Engine 2 Spartan Metro Star (Fire Station 2 1417 Lewiston Road)
- Squad 4 2015 Ford Expedition (Fire Station 2 1417 Lewiston Road)
- Tanker 5 International (Fire Station 1 2230 Judge Road)
- Rescue 19 International 4900 Rescue Walk In (Fire Station 2 1417 Lewiston Road)

The Alabama Volunteer Fire Department does not have a Ladder Truck and would need one to respond to fire above 2 stories (20ft). The building heights at Project Rampart will be 40ft at a minimum and potentially as tall as 80ft. Project Rampart would be willing to purchase a Ladder Truck for the Alabama Volunteer Fire Department.

#### 9. Fire Department Volunteer Incentives

Project Rampart representatives contacted the Alabama Volunteer Fire Department.

The Alabama Volunteer Fire Department indicated that they, like many other volunteer fire departments, struggle with recruitment. A key incentive that they are lacking is a LOSAP plan which is a type of retirement plan for volunteers. Project Rampart would be willing to help fund a LOSAP plan so that the Fire Department can recruit more volunteers.

## 10. Internal Emergency Response Plans

Project Rampart shall provide 1) at its expense fire and rescue personnel training and response procedure manuals applicable to data center use, 2) Knox locks or other provision for emergency vehicle access to Project Rampart and 3) demonstration of adequate water flows or other methods for firefighting.

## Emergency Response Procedures

Project Rampart will have established Emergency Operating Procedures (EOPs) used for handling crises and disasters upon detection. EOPs will be available in physical form and also electronically and will have a plan of action for safely isolating faults and

- restoring services or redundancy. Common situations handles by EOPs include HV/MV electrical service failures, standby generator failures, Uninterruptable Power Service Supply failures, HVAC failures, mechanical services failures, or general non-data center specific issues such as elevator malfunctions or security alarms.
- A Crisis Management Plan (CMP) is a set of policies and procedures to follow in the event of a crisis situation. These policies are put into place in order to detect, prevent and react to a variety of crisis scenarios that could eventually lead to a true emergency or disaster that would require the execution of EOPs.
- Escalation Procedures will be put into place in order to outline internal contact requirements for specific situations depending on severity. Life safety issues will always require immediate notification of emergency services. Other matters relating to operations will be classified depending on the seriousness of the issue.

## **Emergency Drills**

 Emergency drills will be regularly scheduled and performed inline with the top 10 identified operational risks in order for staff to be prepared for emergency events. Drills allow for hands on training of staff in real world conditions. Drills should be developed for all EOPs with regular practice of the top 10 foreseen EOPs.

## Incident Management

- Incident Notification is a process that ensures any safety or mission critical event is made known to appropriate personnel. This is a key component in following the appropriate Escalation Procedures.
- Following the stabilization of a situation, a summary of the incident must be formally filed in the Incident Identification and Reporting process. This creates a database of past issues and is a learning tool for future responses. The summary will be sent to all stakeholders.
- Failure Analysis is a comprehensive program to determine the root cause of the incident and reduce chances for the incident to occur in the future.

#### Project Rampart

## **Backup Generator Emissions Report**

### Prepared by Project Rampart, LLC

## Scope of Report

For SEQRA lead agency packages and preparation of the IAs (needed 30 days in advance), we need the below documents: Detailed air information on the potential to emit for any on site backup generators planned

## 2. Generator Emission Calculation

Project Rampart representatives first calculated the estimated redundant generation capacity needed for a 200MW data center facility. Typically data centers have 1.5MW of redundant generator power for every 1MW of power coming from the utility company.

Proposed Total Redundant Generation (HW)	300.0
Redundancy Factor	1.5
Proposed Data Center Power (MW)	200.0

Assuming that Project Rampart uses CAT G3520H series generators, we calculated how many generators would be needed. This model has a continuous power rating of 2500 kW, equal to 2.5 MW. It runs on natural gas or a natural gas & hydrogen blend (<25% hydrogen).

Total Generators Needed	120.6
Power Generation per Generator	2.5
Proposed Total Redundant Generation (MW)	300.0

Next we calculated the projected annual generator run time. The National Fire Protection Association (NFPA) publishes standards for generator testing under NFPA 110.

NFPA Testing Recommendations	Hours
One Time	
Initial Acceptance Test	1.5
Two-Hour Full-Load Test	1.0
Yotal One Time	2.5
Monthly	
Monthly Load Test	1,5
Total Monthly (Annualized)	18.0
Total Annual Generator Testing	20.5

We then made assumptions for runtime during non-NFPA related testing and servicing.

Non-NFPA Testing and Servicing	Hours
Weekly Equipment Cycling	0.2
Biannual Inspection and Servicing	2.5
Total Annual Non-NFPA Testing and Servicing (Annualized)	12.7

Lastly we made assumptions for actual power outage events. According to the Uptime Institute, data centers average 10-20 high profile outages per year. We assumed that 20 outages will occur annually and each will require the generator to operate for 2 hours.

Annual Outage Runtime	Hours
Projected Annual Outages	20.0
Runtime per Outage (hours)	2.0
Total Annual Outage Runtime	40.0

Using the NFPA recommendations and our estimates for annual non-NFPA testing and actual outage runtime, we are able to estimate total annual generator runtime.

Total Annual Generator Testing	20.5
Total Annual Non-NFPA Testing and Servicing (Annualized)	13.7
<u>Total Annual Outage Runtime</u>	40.0
Total Annual Generator Runtime	74.2
Total Annual Generator Runtime	74.2
Total Generators Needed	120.0
Total Annual Generator Hours	8,900.0

Lastly, we calculate the emissions using the published specifications for the CAT G3520H.

	g/kWh	Tons/Year	Notes
CO2	500.00	1,471,586	
Nitrous Oxide (N2O)	0.15	441	0.1-0.2 g/kWh from EPA's AP-42 Emission Factors
Perfluorocarbons (PFCs)	0.00	0	PFCs not emitted by standby generators
Sulfur Hexafluoride (SF6)	0.00		SF6 not emitted by standby generators
CO2 equivalent hydrofluorocarbons (HFCs)	0.00		HFC not emitted by standby generators
Hazardous air pollutants (HAPs)	0.03	88	0.01-0.05 g/kWh of particulate matter emissions
			from EPA's AP-42 Emission Factors



#### MEMORANDUM

TO:

File FROM: David Hastings, P.E., PTOE

DATE:

September 23, 2024

RE: Evaluation of Traffic Data for 2024 Update to STAMP Development

#### Background

The Western New York Science & Technology Advanced Manufacturing Park (STAMP), located in the Town of Alabama, Genesee County, New York, has been in planning and development since the early 2010s. The Park will support mixed use development that includes technology manufacturing uses and ancillary development. A Generic Environmental Impact Statement (GEIS) was initially prepared in 2010 and included a traffic study based on development estimates and assumptions from that time. As time passed and revised plans for STAMP developed, an updated traffic study was prepared in 2016 and again in 2023 to evaluate new roadway configurations and traffic impacts from potential tenants of the site. Since 2016, the construction of Stamp Dr has been completed, however, no tenants have fully developed business on the site yet.

The Genesee County Economic Development Center (GCEDC) had previously identified the first tenants scheduled to build out over 2 phases at STAMP, which was analyzed as part of the 2023 traffic study update. The first tenants were Plug Power and Edwards (Kingfisher) in Phase I and Scannell in Phase 2. Since this 2023 update, both tenants in Phase I have already begun construction of their respective developments.

It is now anticipated that Scannell will not have any pending development at the STAMP site. Instead, a new developer, Project Rampart, is currently being proposed. This memo is intended to analyze the traffic impacts at this location.

#### Previous Analysis

In the previous Traffic Analysis (2023), it was determined that the Phase 2 volumes estimated to be generated by Scannell were slightly less than the volumes calculated for the assumed developments in the 2016 analysis. The conclusion of the 2023 analysis was that the recommendations reached in the 2016 Evaluation would still apply and no additional mitigation measures were necessary.

Phase 2: Addition of Scannell (Previously Planned Development)

- Phase I developments to continue with same operations
- Scannell expected to operate 24/7 with 826 employees





#### 2024 Update

The Scannell development evaluated in the 2023 update for a possible phase 2 is no longer planned. For this 2024 update, traffic volumes are assumed to be even smaller than projected in the 2023 traffic update with the removal of Scannell Properties.

The new development, Project Rampart, is planned to have 105 employees working over the course of 3 shifts, equally spaced out with approximately 1/3 of the employees on each shift. No truck traffic is expected, aside from an occasional delivery.

The Phase 1 volumes would be the same as assumed in the 2023 Update. The traffic from this newly proposed Project Rampart would be minimal and less than the original Phase 2 Scannell traffic. The conclusions and recommendations reached in the 2023 Update still apply. Similar to the 2023 traffic analysis, no new mitigation measures are necessary.

## Future Bypass Road with Roundabout

The STAMP Master Plan includes a bypass road connecting from Stamp Dr to Crosby Rd near Route 77. The project team is considering plans to reconstruct the intersection of Crosby Rd with Route 77 into a roundabout so that the future bypass road can be connected directly into that intersection. This intersection hasn't been identified as having any traffic concerns, however, the roundabout would alleviate geometric challenges with the existing three-leg intersection. The roundabout would shift the intersection to the southeast and provide four approaches. Roundabouts efficiently distribute traffic through the intersection and this location would be expected to function at a high level of service.

As previous analysis has indicated, most STAMP related traffic is expected to originate and depart towards I-90 which is south of STAMP. The intersection of Crosby Rd with Route 77 is on the north side of STAMP and therefore it is expected that only a small percentage of site generated traffic would affect the proposed roundabout. However, if the roundabout is implemented it will generally improve functionality at this intersection.



October \_\_\_, 2024

Re: State Environmental Quality Review Act Update for the Western New York Science & Technology Advanced Manufacturing Park

Dear Interested or Involved Agency:

The Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center ("GCEDC"), in conjunction with the Genesee Gateway Local Development Corporation ("GGLDC"), the non-profit real estate affiliate of the GCEDC, STAMP Sewer Works, Inc. ("SSW"), and STAMP Water Works, Inc. ("SWW") is developing the Western New York Science & Technology Advanced Manufacturing Park ("STAMP" or the "Project"), an advanced manufacturing technology campus on approximately 1,262 acres located on the west side of New York State Route 63/77, approximately five miles north of the I-90/New York State Thruway ("Site") in the Town of Alabama, New York ("Town"). STAMP is intended to be an economic development engine, providing opportunities for economic growth unlike any other in the greater Buffalo/Niagara and Rochester regions. At full build out, STAMP will feature 6.1 million square feet of development in a natural, sustainable, campus setting. The development on the Site will accommodate various uses such as technology and manufacturing facilities, tech space, agribusinesses, support facilities, office space and ancillary retail. STAMP was specifically designed to accommodate world-class, high-tech companies and as such, it focuses on attracting large, technology advanced manufacturing tenants, with an emphasis on tenants operating in renewable energy industries.

The GCEDC first analyzed the environmental impacts of the development of the Site, as lead agency, pursuant to the State Environmental Quality Review Act ("SEQRA"), in a process culminating with a Final Generic Environmental Impact Statement ("GEIS") issued on January 19, 2012. A written Findings Statement ("GCEDC Findings") was issued on March 12, 2012. In June 2016, and August 2019, SEQRA updates were conducted to analyze various changes to the Project following issuance of the GCEDC Findings ("2016 Modifications" and "2019 Modifications"). The GCEDC, as lead agency, issued written amended findings statements on July 14, 2016 ("2016 GCEDC Findings") and a SEQRA update on August 6, 2020 ("2020 SEQRA Update"). In February 2021, a SEQRA update was conducted to evaluate the addition of a tenant to the STAMP Site ("2021 SEQRA Update"). Following the 2021 SEQRA Update, GCEDC conducted additional SEQRA analysis in 2022 to evaluate new environmental information relating to the construction of the STAMP wastewater treatment facility, force main, substation, and powerline reroute and issued a negative declaration for the same in July of 2022 ("2022 Negative Declaration"). GCEDC amended the negative declaration in August of 2022 ("2022 First Amended Negative Declaration") to address concerns raised by the Tonawanda Seneca Nation ("Nation") and again in October of 2022 to address changes in

construction timing for the powerline reroute ("2022 Second Amended Negative Declaration"). Following the updated review, GCEDC issued another negative declaration and positive findings on February 1, 2023 (the "February 2023 Negative Declaration"). On August 1, 2024, GCEDC issued a Negative Declaration (the "2024 Negative Declaration") with regards to additional modifications to STAMP infrastructure and the construction of a sewer force main to the Village of Oakfield (the "Oakfield Force Main") (collectively, the GEIS as amended and updated, together with the negative declarations, are referred to as the "STAMP GEIS").

Pursuant to SEQRA, GCEDC is now evaluating the proposed construction and operation of a data center project at STAMP ("Project Rampart"). Project Rampart consists of the construction of three, one-story buildings housing the data center equipment totaling approximately 750,000 square feet across an approximately 100 acre site together with supporting infrastructure. See Exhibit C and Exhibit E.

GGEDC, which has served as the SEQRA lead agency for the Project, is distributing copies of relevant information to assist interested and involved agencies in providing comments to the lead agency about potential adverse environmental impacts associated with Project Rampart. This information includes the following:

Exhibit	Description
Exhibit A:	Notice of Intent to Re-Establish Lead Agency
Exhibit B:	List of Interested and Involved Agencies
Exhibit C:	Full Environmental Assessment Form ("EAF") (Part I) for Project Rampart
	(with attachments thereto)
Exhibit D:	Acknowledgment of GCEDC Re-establishment as Lead Agency to Conduct
	a Coordinated Review Pursuant to SEQRA for Project Rampart
Exhibit E:	Project Rampart Application

## Reestablishment of GCEDC as Lead Agency

Therefore, the GCEDC now desires to formally re-establish itself as lead agency for this Type I Action pursuant to and in accordance with SEQRA. Accordingly, the GCEDC is providing your agency, board or department with its Notice of Intent to Act as Lead Agency for Project Rampart, attached as <a href="Exhibit A">Exhibit A</a>. All potentially involved agencies are listed on the attached <a href="Exhibit B">Exhibit B</a>. Also, a copy of the EAF is attached as <a href="Exhibit C">Exhibit C</a>.

Under SEQRA, potentially involved agencies have thirty (30) days from the date the lead agency package was transmitted to contest the GCEDC's notice of intent to re-establish itself as lead agency. We request that your agency accept and approve the re-establishment of the GCEDC as lead agency for Project Rampart by signing the "Acknowledgment of GCEDC to Reestablish Itself as Lead Agency and Conduct a Coordinated Review Pursuant to SEQRA" form included with this package as <a href="Exhibit D">Exhibit D</a>. The form may be directed to the GCEDC via fax ((585) 343-0848), via mail (99 MedTech Drive, Suite 106, Batavia, NY 14020), or via e-mail (mmasse@gcedc.com). Any agency that does not respond within 30 days of the date that the lead agency package was transmitted will be deemed to have consented to the re-establishment

of the GCEDC as lead agency for the coordinated environmental review, pursuant to and in accordance with SEQRA, for Project Rampart.

Very truly yours,

Genesee County Economic Development Center

Ву: \_\_\_\_\_

Mark A. Masse, CPA President and CEO

cc: Adam Walters, Esq.

## NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT NOTICE OF COORDINATED REVIEW AND DECLARATION OF INTENT TO ACT AS LEAD AGENCY

October \_\_\_, 2024

This notice is issued by the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center ("GCEDC" or the "Agency"), pursuant to and in accordance with Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended, of the State Environmental Quality Review Act and the regulations adopted pursuant thereto by the New York State Department of Environmental Conservation, being 6 NYCRR Part 617, as amended (collectively "SEQRA").

Project Name: Project Rampart

Location: 6840 Crosby Road, Alabama, Genesee County, New York

Classification: Type I: X Unlisted: \_\_\_\_

## Project Description:

The Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Corporation ("GCEDC"), in conjunction with the Genesee Gateway Local Development Corporation ("GGLDC"), the non-profit real estate affiliate of the GCEDC, STAMP Sewer Works, Inc. ("SSW"), and STAMP Water Works, Inc. ("SWW"), have been working for more than a decade on the development of the Western New York Science & Technology Advanced Manufacturing Park ("STAMP" or the "Project"), an advanced manufacturing technology campus on approximately 1,262 acres located on the west side of New York State Route 63/77, approximately five miles north of the I-90/New York State Thruway ("Site") in the Town of Alabama, New York ("Town").

Pursuant to SEQRA, GCEDC is now evaluating the proposed construction and operation of a data center project at STAMP ("Project Rampart"). Project Rampart consists of the construction of three, one-story buildings housing the data center equipment totaling approximately 750,000 square feet across an approximately 100 acre site together with supporting infrastructure.

## **Notice Details:**

The GCEDC first analyzed the environmental impacts of the development of the Site, as lead agency, pursuant to SEQRA, in a process culminating with a Final Generic Environmental Impact Statement ("GEIS") issued on January 19, 2012. A written Findings Statement ("GCEDC Findings") was issued on March 12, 2012. In June 2016, and August 2019, SEQRA updates were conducted to analyze various changes to the Project following issuance of the GCEDC Findings ("2016 Modifications" and "2019

Modifications"). The GCEDC, as lead agency, issued written amended findings statements on July 14, 2016 ("2016 GCEDC Findings") and a SEQRA update on August 6, 2020 ("2020 SEQRA Update"). In February 2021, a SEQRA update was conducted to evaluate the addition of a tenant to the STAMP Site ("2021 SEQRA Update"). Following the 2021 SEQRA Update, GCEDC conducted additional SEQRA analysis in 2022 to evaluate new environmental information relating to the construction of the STAMP wastewater treatment facility, force main, substation, and powerline reroute and issued a negative declaration for the same in July of 2022 ("2022 Negative Declaration"). GCEDC amended the negative declaration in August of 2022 ("2022 First Amended Negative Declaration") to address concerns raised by the Tonawanda Seneca Nation ("Nation") and again in October of 2022 to address changes in construction timing for the powerline reroute ("2022 Second Amended Negative Declaration"). Following the updated review, GCEDC issued another negative declaration and positive findings on February 1, 2023 (the "February 2023 Negative Declaration"). On August 1, 2024, GCEDC issued a Negative Declaration (the "2024 Negative Declaration") with regards to additional modifications to STAMP infrastructure and the construction of a sewer force main to the Village of Oakfield (the "Oakfield Force Main") (collectively, the GEIS as amended and updated, together with the negative declarations, are referred to as the "STAMP GEIS").

Interested and Involved Agencies for the STAMP Project include the following: Town of Alabama Town Board; Town of Alabama Planning Board; Town of Alabama Superintendent of Highways; Town of Alabama Fire Department; Town of Shelby Superintendent of Highways; Town of Shelby Town Board; Town of Shelby Planning Board; Village of Oakfield Board of Trustees; Village of Oakfield Planning Board; Village of Oakfield Department of Public Works; Town of Oakfield Town Board; Genesee County Department of Planning; Genesee County Health Department; Genesee County Legislature; Genesee County Highway Department; Genesee County Water Resources Board; Genesee County Emergency Management; County of Orleans; Orleans County Department of Health; Orleans County Department of Planning and Development; Orleans County Highway Superintendent; Orleans County Soil and Water; Orleans County Emergency Management Office; Niagara County Water District; New York State Department of Transportation; New York State Department of Environmental Conservation; New York State Department of Health; New York State Office of Parks, Recreation and Historic Preservation; New York State Department of Agriculture and Markets; New York State Power Authority; New York State Thruway Authority; Empire State Development Corporation; Tonawanda Seneca Nation; Genesee Gateway Local Development Corporation; STAMP Sewer Works, Inc.; STAMP Water Works, Inc.; U.S. Army Corps of Engineers.

## **Action Requested:**

Under SEQRA, potentially involved agencies have thirty (30) days from the date the lead agency package was transmitted to contest the GCEDC's notice of intent to reestablish itself as lead agency. We request that your agency accept and approve the reestablishment of the GCEDC as lead agency for the Project by signing the

30

"Acknowledgment of GCEDC to Re-establish Itself as Lead Agency and Conduct a Coordinated Review Pursuant to SEQRA" form included with this package. The form may be directed to the GCEDC via fax ((585) 343-0848), via mail (99 MedTech Drive, Suite 106, Batavia, NY 14020), or via e-mail (mmasse@gcedc.com). Any agency that does not respond within 30 days of the date that the lead agency package was transmitted will be deemed to have consented to the re-establishment of the GCEDC as lead agency for the coordinated environmental review, pursuant to and in accordance with SEQRA, for Project Rampart.

## For Further Information

Contact:

Genesee County Economic Development Center

99 MedTech Drive

Suite 106

Batavia, NY 14020

ATTN: Mark A. Masse, CPA, President and CEO

Phone: (585) 343-4866, ext. 17 Toll free: (877) 343-4866 Fax: (585) 343-0848

-3-

Acknowledgment of the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center ("GCEDC") Re-establishment as Lead Agency to Conduct a Coordinated Review Pursuant to the New York State Environmental Quality Review Act for Project Rampart

Project:	Project Rampart				
Location:	6840 Crosby Road, Alabama, Genesee County, New York				
The agency for	the above referenced project.	_consents to the designation of	the GCEDC as the lead		
Completed	by (Agency Representative)	Agency	— Date		

## This notice has been provided to the following Potentially Interested and Involved Agencies:

- 1. Town of Alabama Town Board
- 2. Town of Alabama Planning Board
- 3. Town of Alabama Superintendent of Highways
- 4. Town of Alabama Fire Department
- 5. Town of Shelby Superintendent of Highways
- 6. Town of Shelby Town Board
- 7. Town of Shelby Planning Board
- 8. Village of Oakfield Board of Trustees
- 9. Village of Oakfield Planning Board
- 10. Village of Oakfield Department of Public Works
- 11. Town of Oakfield Town Board
- 12. Genesee County Department of Planning
- 13. Genesee County Health Department
- 14. Genesee County Legislature
- 15. Genesee County Highway Department
- 16. Genesee County Water Resources Board
- 17. Genesee County Emergency Management

- 18. County of Orleans
- 19. Orleans County Department of Health
- 20. Orleans County Department of Planning and Development
- 21. Orleans County Highway Superintendent
- 22. Orleans County Soil and Water
- 23. Orleans County Emergency Management Office
- 24. Niagara County Water District
- 25. New York State Department of Transportation
- 26. New York State Department of Environmental Conservation
- 27. New York State Department of Health
- 28. New York State Office of Parks, Recreation and Historic Preservation
- 29. New York State Department of Agriculture and Markets
- 30. New York State Power Authority
- 31. New York State Thruway Authority
- 32. Empire State Development Corporation
- 33. Tonawanda Seneca Nation
- 34. Genesee Gateway Local Development Corporation
- 35. STAMP Sewer Works, Inc.
- 36. STAMP Water Works, Inc.
- 37. U.S. Army Corps of Engineers

For Further Information Contact:

Genesee County Economic Development Center

99 MedTech Drive

Suite 106

Batavia, NY 14020

ATTN: Mark A. Masse, CPA, President and CEO

Phone: (585) 343-4866, ext. 17 Toll free: (877) 343-4866

Fax: (585) 343-0848

### Project Rampart List of Potentially Interested and Involved Agencies

The following is a list of potentially interested and involved agencies:

Town of Alabama Town Board 2218 Judge Road Oakfield, NY 14125 Attn: Robert Crossen, Town Supervisor

Town of Alabama Planning Board 2218 Judge Road Oakfield, NY 14125 Attn: Carl Kumpf, Planning Board Chairman

Town of Alabama Superintendent of Highways 2218 Judge Road Oakfield, NY 14125 Attn: Jeffrey Covel

Town of Alabama Fire Department 2230 Judge Road Basom, NY 14013 Attn: Gary Patnode, Chief

Town of Shelby Superintendent of Highways 4062 Salt Works Road Medina, NY 14103 Attn: Dale Root

Town of Shelby Town Board 4062 Salt Works Road Medina, NY 14103 Attn: Scott Wengewicz, Supervisor

Town of Shelby Planning Board 4062 Salt Works Road Medina, NY 14103 Attn: Kirk Myhill, Chairman

Village of Oakfield Board of Trustees 37 Main St. Oakfield, NY 14125 Attn: David Boyle, Mayor

Village of Oakfield Planning Board 37 Main St. Oakfield, NY 14125 Attn: Deborah Deer

Village of Oakfield Department of Public Works 37 Main St. Oakfield, NY 14125 Attn: Tom Mikolajczyk, supervisor

Town of Oakfield Town Board 3219 Drake Street Oakfield, NY 14125 Attn: Matt Martin, Town Supervisor

Genesee County Department of Planning County Building 2 3837 West Main Street Road Batavia, NY 14020 Attn: Felipe Oltramari, Director

Genesee County Health Department County Building 2 3837 West Main Street Road Batavia, NY 14020 Attn: Paul Pettit, Public Health Director

Genesee County Legislature Old Courthouse 7 Main Street Batavia, NY 14020 Attn: Rochelle Stein, Chair

Genesee County Department of Public Works 153 Cedar Street #2 Batavia, NY 14020 Attn: Tim Hens, Commissioner of Public Works

Genesee County Water Resources Board 153 Cedar Street #2 Batavia, NY 14020 Attn: Bruno DeFazio, Chair

Genesee County Emergency Management 7690 State Street Road Batavia, NY 14020 Attn: Timothy Yaeger, Coordinator

County of Orleans 3 South Main Street Albion, NY 1441-1495 Attn: John C. Welch, Jr., Chief Administrative Officer

Orleans County Department of Health 14016 State Route 31, Suite 101 Albion, NY 14411 Attn: Paul A. Pettit, Director

Orleans County Department of Planning and Development 14016 Route 31 West Albion, NY 14411 Attn: James R. Bensley AICP, Director

Orleans County Department of Public Works 225 West Academy Street Albion, NY 14411 John Papponetti, Commissioner of Public Works

Orleans County Soil and Water 446 West Avenue Albion, NY 14411 Attn: Katie Sommerfeldt, Manager

Orleans County Emergency Management Office 14064 W County House Road Albion, NY 14411 Attn: Justin Niederhofer, Director

Niagara County Water District 5450 Ernest Road., P.O. Box 315 Lockport, NY 14095-0315 Attn: Jennifer Bieber, Administrative Director

New York State Department of Transportation

5441 East Main Street Road Batavia, NY 14020 Attn: Dan Stahley, Asst. Resident Engineer

New York State Department of Environmental Conservation Region 8 Office 6274 E. Avon-Lima Road Avon, NY 14414-9519 Attn: Thomas Haley, Regional Permit Administrator

New York State Department of Health Corning Tower Empire State Plaza Albany, NY 12237

New York State Office of Parks, Recreation and Historic Preservation 625 Broadway Albany, NY 12207 Attn: Nancy Herter, Director, Technical Preservation Bureau

New York State Department of Agriculture and Markets 10B Airline Drive Albany, NY 12235 Attn: Bob Somers, Manager Farmland Protection Unit

New York State Power Authority 123 Main Street Corporate Communications White Plains, NY 10601-3170 Attn: Justin E. Driscoll, President and CEO

New York State Thruway Authority
Administrative Headquarters
200 Southern Blvd.
Albany, NY 12209
Attn: Elizabeth Novak, Director of Transportation Planning and Environmental Services

Empire State Development Corporation 633 Third Avenue New York, NY 10017 Attn: Soo Kang, Planning and Environmental Review

New York State Public Service Commission

Empire State Plaza Agency Building 3 Albany, NY 12223-1350 Attn: Hon. Michelle L. Phillips, Secretary to the Commission

Tonawanda Seneca Nation<sup>1</sup>
7027 Meadville Road, P.O. Box 795
Basom, NY 14013
Attn: Christine Abrams, TSN Office Administrator

Genesee Gateway Local Development Corporation 99 MedTech Drive, Suite 106 Batavia, NY 14020 Attn: Don Cunningham, Chairman

STAMP Sewer Works, Inc. 99 MedTech Drive, Suite 106 Batavia, NY 14020 Attn: Pete Zeliff, Chairman

STAMP Water Works, Inc. 99 MedTech Drive, Suite 106 Batavia, NY 14020 Attn: Pete Zeliff, Chairman

U.S. Army Corps of Engineers
Buffalo District
478 Main Street
Buffalo, NY 14203
Attn: Lieutenant Colonel Robert Burnham

<sup>&</sup>lt;sup>1</sup> Note: The Tonawanda Seneca Nation is identified as an Interested Agency for informational purposes only pursuant to the terms of the Stipulation of Settlement and Order entered into between GCEDC and the Tonawanda Seneca Nation in *Tonawanda Seneca Nation v. Hyde*.

#### Mark Masse

#### STAMP Committee

### Review of Access License Agreement for Project Rampart and/or affiliates for due diligence work

**Discussion:** Phillips Lytle has prepared for the GCEDC an Access License Agreement to allow Project Rampart and their agents to enable their due diligence on GCEDC owned property for their proposed facility until that work is complete or a Purchase and Sale Agreement is executed. Any contractors would be required to sign indemnity agreements, provide proof of insurance and list the GCEDC as an additional insured on their policy with the applicable coverage limits as set forth by the GCEDC.

Fund Commitment: None.

Committee Action Request: Recommend approval of Access License Agreement.

### ACCESS LICENSE AGREEMENT

This Access License Agreement (this "<u>Agreement</u>") is made as of the date of the last party to sign (the "<u>Effective Date</u>") 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 ("<u>GCEDC</u>") and Project Rampart LLC, with an address of "<u>Project Rampart</u>"). GCEDC and Project Rampart are collectively referred to herein as, the "<u>Parties</u>".

### RECITALS

- A. GCEDC is the fee simple owner of certain real property located in the Town of Alabama, County of Genesee and State of New York described on Schedule A attached hereto and as further shown on the map attached hereto as Schedule A (the "STAMP Project Rampart Parcel").
- B. The STAMP Project Rampart Parcel is part of the larger site owned by GCEDC and known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Site")
- C. GCEDC desires to grant to Project Rampart a license on, over and through the STAMP Project Rampart Parcel for the purpose of performing due diligence work on the parcel including, but not limited to, performance of a Phase 1 Environmental Site Assessment, geotechnical survey and review, and ALTA survey.

### **AGREEMENT**

Now, therefore, the Parties agree as follows.

- 1. Grant of Access License. Subject to the terms and conditions of this Agreement, GCEDC hereby declares and establishes that there shall be a non-exclusive license for the benefit of Project Rampart for access, ingress and egress of pedestrians, vehicles and equipment on and over the portions of the STAMP Project Rampart Parcel identified on Schedule A for the purpose of conducting due diligence and investigating the site to determine if it is acceptable to Project Rampart for the potential construction of a manufacturing facility (the "Access License"). This Access License shall remain in full force and effect until (i) written notification from Project Rampart that it has completed its due diligence; (ii) the expiration of any due diligence period in any purchase agreement subsequently entered into by the parties (a "Purchase and Sale Agreement") or (iii) the acquisition of the STAMP Project Rampart Parcel, whichever is earlier.
- 2. Access License Terms and Conditions. Project Rampart's rights of access under this Agreement and the Access License shall be subject to the following terms and conditions:

- (i) Project Rampart must provide GCEDC with at least two (2) days advance written notice prior to entering the STAMP Project Rampart Parcel.
- (ii) Project Rampart will not be permitted on the STAMP Project Rampart Parcel without prior written approval from GCEDC, which approval is in GCEDC's sole and absolute discretion. Project Rampart hereby acknowledges that some or all of the STAMP Project Rampart Parcel is the subject of an existing, non-exclusive license for access to a third party, and that the notice provisions herein are intended to assist in coordinating access to the STAMP Project Rampart Parcel between all parties with rights of access thereto.
- 3. <u>Licenses Revocable</u>. This Agreement and the Access License shall be fully revocable by GCEDC at any time until the Purchase and Sale Agreement executed by the Parties and is in effect. Upon the full execution of the Purchase and Sale Agreement and following its effective date, this Agreement may only be terminated as set forth in Section 1 above.
- 4. <u>Reservation of Fee Simple Interest</u>. The Licenses are created solely for the benefit of Project Rampart and its affiliates, tenants, occupants, licensees, agents, employees, representatives, contractors, invitees, successors and/or assigns (collectively, the "<u>User Parties</u>"). Subject to the Access License, GCEDC reserves its fee simple interest in the STAMP Project Rampart Parcel and all rights appertaining thereto, including without limitation, the right to engage in all acts or uses not prohibited by or inconsistent with this Agreement.

## 5. <u>Insurance</u>.

- (a) At all times throughout the term of this Agreement, Project Rampart shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:
  - (i) Builder's risk insurance covering loss caused by weather, fire, vandalism or theft affecting the due diligence work.
  - (ii) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which Project Rampart is required by law to provide,

- covering loss resulting from injury, sickness, disability or death of employees of Project Rampart.
- (iii) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence at the STAMP Project Rampart Parcel or STAMP Site, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and not less than \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon Project Rampart by any applicable workmen's compensation law; and a blanket excess liability policy in the amount not less than \$3,000,000, protecting Project Rampart against any loss or liability or damage for personal injury or property damage.
- (b) All insurance required by Section 4 and any insurance carried by the User Parties relating to the STAMP Project Rampart Parcel shall name GCEDC as named insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by Project Rampart and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which Project Rampart is engaged. All policies evidencing such insurance, shall provide for (i) payment of the losses of Project Rampart and GCEDC as their respective interest may appear, and (ii) at least thirty (30) days' written notice of the cancellation thereof to Project Rampart and GCEDC.
- (c) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with GCEDC on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, Project Rampart shall furnish GCEDC evidence that the policy has been renewed or replaced or is no longer required by this Agreement.
- (d) GCEDC may, from time to time, request and obtain from Project Rampart new or renewal insurance certificates following the termination or expiration of the previously delivered insurance certificates.
- 6. <u>Compliance with Laws</u>. Throughout the term of this Agreement, Project Rampart, at its own sole cost and expense, shall promptly comply and cause the User Parties to comply with all present and future laws, ordinances, rules, regulations

and requirements of all governmental authorities, which may be applicable to the access across the STAMP Project Rampart Parcel.

- 7. <u>Limitation on Recourse</u>. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any of the members, partners, shareholders or owners of the Parties, the User Parties, or any of its or their respective directors, officers, partners, managers, employees or agents (each, a "<u>Party Protected Person</u>"), for the payment of any amounts due or the performance of any other obligation of such Parties or User Parties under this Agreement. In furtherance of the foregoing, the Parties agree that neither shall seek nor obtain, nor be entitled to seek or obtain, any deficiency or other judgment against any Party Protected Person for any action or inaction under or in connection with this Agreement, and each party hereby releases any Party Protected Person from any such claims.
- 8. <u>Indemnification</u>. The Parties and the User Parties shall keep, save and hold harmless one another, respectively, from any and all claims, damages and liability of third parties resulting from injury or death of persons or physical loss of or damage to property of third parties caused by (i) the use of the STAMP Project Rampart Parcel; or (ii) the negligence or willful misconduct by the Parties or the User Parties.
- 9. <u>Environmental Condition</u>. GCEDC represents and warrants to Project Rampart that, to GCEDC's knowledge and without any duty of inquiry or investigation, (a) GCEDC has not received any notice of any violation of an environmental laws or regulations related to the STAMP Project Rampart Parcel (or any portion thereof) and (b) GCEDC is not aware of the existence of any hazardous materials or other environmental conditions at the STAMP Project Rampart Parcel (or any portion thereof), except as disclosed in the (i) Phase I Environmental Site Assessment of the Wyder Estate Properties (Parcel No. 10.-1-13) dated March 2013 and prepared by Watts Architecture & Engineering, and (ii) Phase I Environmental Site Assessment for Oakfield Alabama Realty (Parcel No. 10.-1-15.11) dated October 2013 and prepared by Watts Architecture & Engineering.
- 10. <u>Subsequent Owners Bound; Agreement Runs with Land</u>. The provisions of this Agreement shall run with the land and shall bind and inure to the benefit of and be enforceable by the Parties and any future owners of all or any portion of the land, and their respective successors and assigns.
- 11. <u>No Dedication to Public</u>. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement to the general public for any public use or purpose whatsoever, it being GCEDC's intention that this Agreement is only for the benefit of Project Rampart and the User Parties.

12. <u>Notices</u>. All notices, requests, demands, invoices, submissions and other communications under this Agreement shall be made in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whose notice is to be given or on the date received if sent by recognized overnight delivery service or certified US Mail to the party to whom notice is to be given and properly addressed as follows:

To GCEDC at:

Attn: Mark Masse, President and CEO

99 MedTech Drive
Suite 106
Batavia, NY 14020

- 13. <u>Amendment, Modification or Termination</u>. This Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties.
- 14. <u>Invalidity</u>. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.
- 15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any conflict of law provision. Any disputes arising hereunder shall be settled in the state courts sitting in the County of Genesee, State of New York or the federal courts in the Western District of New York, and both Parties consent to the personal jurisdiction of said courts and agree not to challenge or assert any defense to the jurisdiction of said courts.
- 16. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page Follows]

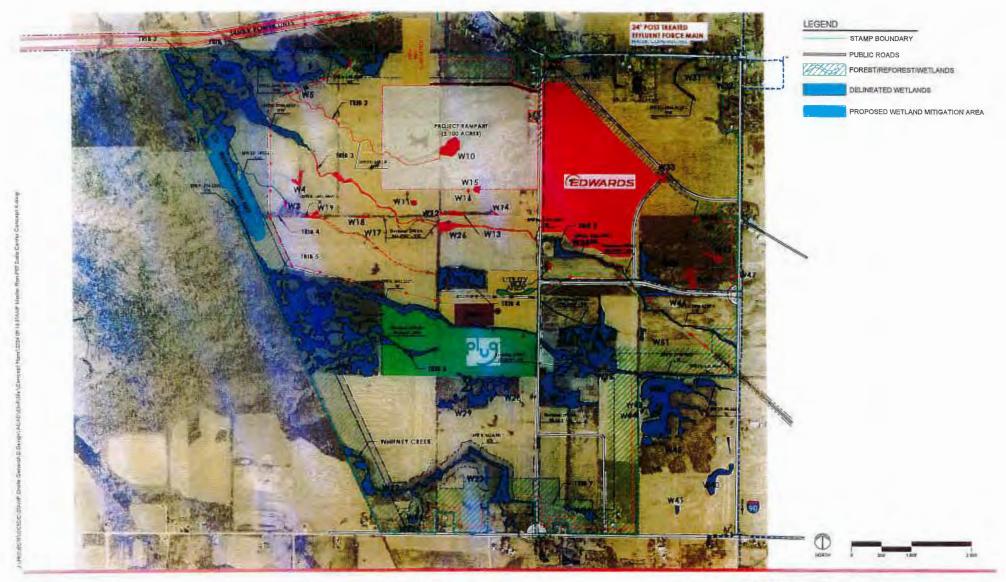
IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their respective duly authorized representatives, with the intention that it be effective as of the Effective Date.

	Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center
Date	By:
	Name:
	Its:
	Project Rampart LLC
	By:
Date	Name:
	Its:

# **ACKNOWLEDGEMENT**

STATE OF NEW YORK	)	
COUNTY OF	) ss.: )	
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		Notary Public
STATE OF NEW YORK  COUNTY OF	) ) ss.:	
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# SCHEDULE A (STAMP Project Rampart Parcel map)



STAMP - MASTER PLAN - PROJECT RAMPART - OVERALL PLAN

WNY SCIENCE AND TECHNOLOGY ADVANCED MANUFACTURING PARK (STAMP) SEPTEMBER 2024

### Agreement for the payment of project evaluation expenses

**Discussion:** Due to the current interest in the STAMP site by data centers looking at overlapping acreage, it would be prudent for the Board to require these projects to enter into an agreement to cover the costs incurred by the GCEDC in regard to their projects.

Fund Commitment: None.

**Committee Action Request:** Recommend approval of the draft agreement for the payment of project evaluation expenses attached.

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# AGREEMENT FOR THE PAYMENT OF PROJECT EVALUATION EXPENSES

This Agreement for the Payment of Project Evaluation Expenses ("Agreement"), dated [DATE], 2024 ("Effective Date") by and between the 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 ("GCEDC") and \_\_\_\_\_\_\_, with an address of \_\_\_\_\_\_\_ (the "Applicant").

WHEREAS, Applicant has applied to the GCEDC for approval of the sale of land and for certain financial incentives for the construction and operation of a data center and related facilities in the Western New York Science Technology and Advanced Manufacturing Park ("STAMP") (the "Project"); and

WHEREAS, the GCEDC has indicated its intent to be established as Lead Agency under the State Environmental Quality Review Act ("SEQRA") for the review of the Project's potential environmental impacts; and

WHEREAS, pursuant to that certain Hold Harmless Agreement and Acknowledgment thereof dated [DATE] ("Hold Harmless"), Applicant is obligated to pay costs including, without limitation GCEDC's costs in reviewing the Project; and

WHEREAS, the Applicant and the GCEDC wish to enter into an agreement to reimburse the GCEDC for its reasonable out-of-pocket expenses in reviewing and considering Applicant's Project; and

WHEREAS, the GCEDC has retained as its SEQRA/land use counsel Phillips Lytle LLP and as its real estate counsel Harris Beach PLLC and intends to obtain further third-party expertise (the "Consultants") to assist in the GCEDC's review of this Project, and

WHEREAS, as a result of the GCEDC's retainer of Consultants to assist it in the review and consideration of the Project, Consultants will be billing the GCEDC on a time and material basis for such services.

NOW, THEREFORE, in consideration of the mutual promises herein, the GCEDC and Applicant agree that the terms and conditions of this Agreement are the following:

1. Applicant shall reimburse the GCEDC, for its documented, invoiced out-of-pocket Consultants fees incurred in connection with the review of the Project, including all expenses incurred in the review of the Project up to and through the Effective Date of this Agreement.

- 2. Applicant shall remit an amount equal to Twenty Five Thousand Dollars (\$25,000.00) to the GCEDC within thirty (30) days of the execution of this Agreement. Upon receipt of funds from Applicant, the GCEDC shall hold the Applicant's funds in escrow and recorded into a general ledger account entitled "[PROJECT NAME] Consultants" (the "Escrow"). The funds held in the Escrow are to be used solely to pay Consultants' fees incurred in the review of the Project.
- 3. If the balance of the Escrow falls below Five Thousand Dollars (\$5,000.00), then GCEDC shall notify Applicant of the amount remaining in the Escrow and, subject to the reasonable approval of the Applicant, Applicant shall deposit an additional Fifteen Thousand Dollars (\$15,000.00) with the GCEDC to be deposited into the Escrow. In the event Applicant fails to replenish the account within a reasonable amount of time after being notified, then the GCEDC may direct the Consultant to cease all work on the Project until such payment is received from Applicant.
- 4. The Consultants invoices will be submitted to the GCEDC President and Chief Executive Officer, which will review the invoices. Upon approval by the GCEDC President and Chief Executive Officer, the GCEDC is authorized and directed to disburse funds from the Escrow. Copies of all Consultant invoices shall be provided to Applicant, provided, however that invoices relating to legal services shall be redacted in the sole discretion of GCEDC.
- 5. Applicant acknowledges that any Consultant retained by the GCEDC to assist on the matter contemplated in this Agreement work for the GCEDC and do not have any obligation or fiduciary relationship to the Applicant.
- 6. Upon completion of all the GCEDC's responsibilities with respect to the review of the Project, any monies remaining in the Escrow, after payment of all outstanding costs, fees and expenses, shall be returned to the Applicant with thirty (30) business days of completion of the Project review.
- 7. Upon request by the Applicant, no more frequently than once every two (2) months, the GCEDC shall render an accounting of all monies received and expended in connection with the Escrow and an estimate of all costs, fees and expenses to be expended in the next two months.
- 8. Nothing herein shall be construed either to limit Applicant's obligations pursuant to the Hold Harmless or to limit GCEDC's rights thereunder.
- 9. This Agreement shall be governed by and construed under the laws of the State of New York applicable to contracts made and to be performed in such

- sate and without reference to conflicts of law (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
- 10. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or portable document format (.pdf) copies hereof or signature hereon will, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their respective duly authorized representatives, with the intention that it be effective as of the Effective Date.

	Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center
Date	Ву:
	Name:
	Its:
	[APPLICANT]
	By:
Date	Name:
	Its:

ACKNOWLEDGEMENT	
STATE OF NEW YORK	)
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# Authorization for staff to solicit proposals from consultants for data centers

**Discussion:** Due to the current interest in the STAMP site by data centers, it would be prudent for the Board to engage with a consultant who can help review potential data center projects to ensure that the goals of the GCEDC and the STAMP site are achieved.

Fund Commitment: None.

**Committee Action Request:** Recommend approval of distributing a request for information to potential third-party consultants to advise on data center projects.

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d/b/a Genesee County E was convened in public se	conomic Developmen ession at the offices o Batavia, County of C	ty Industrial Development nt Center (the "Agency" or If the Agency located at 99 Menesee, New York, on Octo	"GCEDC") MedTech
The meeting was called to following members of the		and, upon roll being ca	lled, the
PRESENT:			
Peter Zeliff, Chairman Matthew Gray Craig Yunker Paul J. Battaglia Chandy Kemp Kathleen Manne Marianne Clattenburg			
ABSENT:			
THE FOLLOWING ADDI	TIONAL PERSONS I	VERE PRESENT:	
Mark Masse Matthew Fitzgerald	President & CEO Legal Counsel		
The attached resolution no	o was offered by	seconded by	

Resolution	No.	14	

RESOLUTION DECLARING THE INTENT OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER TO REQUESTING INFORMATION FROM THIRD-PARTY CONSULTANTS TO EVALUATE PENDING DATA CENTER PROJECTS

WHEREAS, the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Corporation ("GCEDC"), in conjunction with the Genesee Gateway Local Development Corporation ("GGLDC"), the non-profit real estate affiliate of the GCEDC, STAMP Sewer Works, Inc. ("SSW"), and STAMP Water Works, Inc. ("SWW"), have been working on the development of the Western New York Science & Technology Advanced Manufacturing Park ("STAMP" or the "Project"), an advanced manufacturing technology campus on approximately 1,262 acres located on the west side of New York State Route 63/77, approximately five miles north of the I-90/New York State Thruway ("Site") in the Town of Alabama, New York ("Town"); and

WHEREAS, the Agency is authorized and empowered by the provisions of the Chapter 1030 of the Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in connection with the Project, the Agency received applications for the purchase of land and for financial incentives for the proposed construction and operation of data center projects at STAMP ("Data Center Projects"); and

WHEREAS, in light of the pending applications for the Data Center Projects, GCEDC wishes to obtain information from qualified consultants to assist GCEDC in its review of the Data Center Projects; and GCEDC is therefore requesting information from qualified third-party consultants with knowledge, expertise, and experience in evaluating data centers;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

<u>Section 1.</u> The President CEO of the Agency is hereby authorized and directed to distribute a request for information to potential interested third-party consultants and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

<u>Section 2.</u> This Resolution, which was adopted by a majority vote of the Agency on October 31, 2024, shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

VOTING	
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The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned (Assistant) Secretary of the Genesee County Industrial Development Agency d/b/a the Genesee County Economic Development Center (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the Agency, including the Resolution contained therein, held on October 31, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this \_\_\_\_th day of October, 2024.

(Assistant) Secretary



### VIA EMAIL PRIVILEGED & CONFIDENTIAL

October 22, 2024

Mark A. Masse President and CEO Genesee County Economic Development Center 99 MedTech Drive, Suite 106 Batavia, NY 14020

Re:

Proposed Engagement Letter for STAMP Project - Proposed Scope of Work for

Freedom of Information Law Services

Dear Mark:

Thank you very much for the opportunity to continue to assist the Genesee County Economic Development Center (and its affiliates) with the STAMP Project. The purpose of this letter is to supplement our existing engagement letters with a new scope of work. This supplement describes generally work relating to Freedom of Information Law Services in connection with the STAMP Project. Estimated legal fees for same are set forth on the attached "Proposed Scope of Work". Upon receipt of your approval, we will bill you on a monthly basis for such work as fees and disbursements are incurred, consistent with our existing engagement.

If you are in agreement with the foregoing, please confirm same by signing and returning a copy of this letter to me. Of course, if you have any questions, please let me know. Thanks again.

Sincerely,

Phillips Lytle LLP

By why what the

Douglas W. Dimitroff

Adam S. Walters, Esq. Matthew J. Fitzgerald, Esq.

Lezlie Farrell

Genesee County Economic Development Center has reviewed and agreed to the above terms of engagement of Phillips Lytle LLP for the purposes and to the extent described in this letter.

Genesee County Economic Development Center

Mark A. Masse, President and CEO

Date: October \_\_\_\_, 2024

ATTORNEYS AT LAW

DOUGLAS W. DIMITROFF MANAGING PARTNER DIRECT 716 847 5408 DDIMITROFF@PHILLIPSLYTLE.COM



### STAMP Project - 10/21/2024 Phillips Lytle Engagement Letter Proposed Scope of Work for Freedom of Information Law Services

1. Freedom of Information Law Services (Proposed PL Matter 33082.00042): GCEDC and its affiliated entities are involved in processes of reviewing, evaluating, and responding to requests for informational disclosure pursuant to provisions of the Freedom of Information Law, Article 6 of Public Officers Law in connection with the ongoing permitting, development, and oversite of the STAMP Project. Phillips Lytle will represent and assist GCEDC relative to the forgoing matter on an as-needed basis, including in connection with current outstanding FOIL requests relating to the STAMP Project through December 31, 2024.

### Estimated Legal Fees for item above: \$10,000.00 for work incurred\*

\* The foregoing scope of work and estimated fees do not include assistance with any formal challenges to or litigation relating to FOIL requests, nor do the estimated fees include third party, out-of-pocket disbursements incurred for any of the foregoing work.

Doc #12231889.1