



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, January 12, 2022 - 8:00 a.m.
 Location: Electronically via Zoom

| Page #’s | Topic | Discussion Leader | Desired Outcome |
|----------|---|-------------------|-----------------|
| | 1. Call to Order – Enter Public Session Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS’s Open Meetings Law, which allows virtual participation in local Government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person. | P. Zeliff | |
| | 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 style="list-style-type: none"> 1. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof. 2. Discussions regarding proposed, pending, or current litigation. 1b. Enter Public Session | P. Zeliff | |
| 2-5 | 2. Chairman’s Report & Activities 2a. Agenda Additions / Deletions / Other Business 2b. Minutes: November 30, 2021 | P. Zeliff | Vote |
| 6-16 | 3. Discussions / Official Recommendations to the Board: 3a. Appraisal for Electric Right of Way | M. Masse | Disc / Vote |
| 17 | 3b. Town of Alabama Interest Reimbursement | M. Masse | Disc / Vote |
| 18-31 | 3c. National Grid Amended Cost Reimbursement Agreement | M. Masse | Disc / Vote |
| 32-36 | 3d. Onsite Water Main, Crosby Road Reconstruction, Lay Down Area, and Hold & Haul Contract Awards | M. Masse | Disc / Vote |
| 37-39 | 3e. Phillips Lytle 2022 Services Agreement | M. Masse | Disc / Vote |
| 40-43 | 3f. UB Site Work Monitor | M. Masse | Disc / Vote |
| | 4. Adjournment | P. Zeliff | Vote |



GCEDC STAMP Committee Meeting

Tuesday, November 30, 2021

Location: Innovation Zone

12:00 p.m.

MINUTES

ATTENDANCE

Committee Members: C. Yunker, P. Zeliff, M. Clattenburg (Video Conference)
 Staff: M. Masse, J. Krencik, S. Hyde, C. Suozzi, L. Casey, P. Kennett, L. Farrell
 Guests: R. Crossen, A. Walters (Video Conference)
 Absent:

1. Call to Order / Enter Public Session

P. Zeliff called the meeting to order at 12:01 p.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 12:01 p.m., for the following reasons:

1. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
2. Discussions regarding proposed, pending, or current litigation.

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

A. Walters joined via video conference at 12:07 p.m.

1b. Re-Enter Public Session

C. Yunker made a motion to enter back into public session at 12:41 p.m., seconded by M. Clattenburg and approved by all.

2. Chairman's Report & Activities

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

2b. Minutes: October 5, 2021

M. Clattenburg made a motion to approve the October 5, 2021 minutes; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Zeliff - Yes
 C. Yunker - Yes

M. Clattenburg – Yes (Video Conference)

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Visual Impact Study- In conjunction with the March 2021 Letter of Resolution between NYSDEC, SHPO and the GCEDC, any project at STAMP that requires a discharge permit for stormwater from NYSDEC must complete an assessment of potential impacts to the Nation's Territory. This proposal will be to prepare a visual assessment for the power line re-reroute as well as a potential manufacturing facility. This will include photo simulations along with line-of-sight profiles.

1. CPL - \$11,500
2. Saratoga Associates - \$5,708

Fund Commitment: \$5,708 from the \$33 million.

C. Yunker made a motion to recommend to the full Board the approval of the Visual Impact Study to Saratoga Associates not to exceed \$5,708; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zeff - Yes
C. Yunker - Yes
M. Clattenburg – Yes (Video Conference)

The item was approved as presented.

3b Underground Tank Remediation- During the site work that Plug Power has undertaken at the STAMP site they came upon a previously unknown underground 300-gallon fuel tank. This tank was not identified on the Phase 1 Environmental Site Assessment that the GCEDC had performed prior to acquisition. Plug has sent over the change order with their contractor that shows a cost of \$6,309.50.

Fund Commitment: \$6,309.50 from operations, including land lease revenue received for STAMP for 2021.

C. Yunker made a motion to recommend to the full Board the approval of the Underground Tank Remediation payment to Plug Power (or affiliate) not to exceed \$6,309.50; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zeff - Yes
C. Yunker - Yes
M. Clattenburg – Yes (Video Conference)

The item was approved as presented.

3c. National Grid Marshalling Yard Agreement- In connection with National Grid's re-route of the existing power line on the STAMP site they are looking to utilize up to five acres of land owned by the GCEDC as a marshalling yard for their equipment and materials.

Fund Commitment: None.

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

P. Zeff - Yes
C. Yunker - Yes
M. Clattenburg – Yes (Video Conference)

The item was approved as presented.

3d. Reimbursement Agreement with the Town of Shelby- The Town of Shelby has a proposal from their engineering firm, Wendel Companies, to provide a peer review of the engineering and planning efforts regarding the direct discharge into Oak Orchard Creek from the STAMP site.

Fund Commitment: Not to exceed \$5,000 to be covered under the \$8 million.

M. Clattenburg made a motion to recommend to the full Board the approval of the Reimbursement Agreement with the Town of Shelby not to exceed \$5,000; the motion was seconded by C. Yunker. Roll call resulted as follows:

P. Zeff - Yes
C. Yunker - Yes
M. Clattenburg – Yes (Video Conference)

The item was approved as presented.

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

1. Permanent Easement 2 - \$500
2. Permanent Easement 5 - \$850
3. Permanent Easement 1 and Temporary Easement 4 for a total of \$1,125

Fund Commitment: \$2,475 from the \$33 million.

C. Yunker made a motion to recommend to the full Board the approval of the Easement Agreements & Payment as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zeff - Yes
C. Yunker - Yes
M. Clattenburg – Yes (Video Conference)

The item was approved as presented.

3f. Consultant Evaluation of Traditional Cultural Property (TCP) Issues- As part of the STAMP development and the neighboring Tonawanda Seneca Nation, in accordance with Section 106 for the wetland permits, the GCEDC is working with the Tonawanda Seneca Nation on an assessment of the TCP potentials as it relates to the criteria for eligibility of listing on the National Historic Register. KTA Preservation Specialists has prepared a proposal to prepare an assessment of any potential impacts to the Nation from the power line re-route project on the STAMP site.

Fund commitment: Not to exceed \$1,440, included in the \$33 million, under the regulatory, industry and permitting support budget line item.

M. Clattenburg made a motion to recommend to the full Board the approval of the Consultant Evaluation of Traditional Cultural Property (TCP) Issues with KTA Preservation Specialists not to exceed \$1,440; the motion was seconded by C. Yunker. Roll call resulted as follows:

- P. Zeliff - Yes
- C. Yunker - Yes
- M. Clattenburg – Yes (Video Conference)

The item was approved as presented.

3g. e3communications STAMP Contract- e3communications, a professional media and public relations firm/ consultant supports the Genesee County Economic Development Center's STAMP project through active stakeholder public relations services. In 2021, assistance supported all levels of STAMP planning, sales and marketing, notably services in support of the Plug Power project's announcement and related activities.

e3communications also maintains and expands dedicated social media channels to promote and market WNY STAMP to various audiences, including those in economic development, workforce and higher education among others. This content also supports the GCEDC's sales and marketing activities for the STAMP site, including directly with active sales leads.

Fund Commitment: \$24,000 fund commitment. Funding is available and budgeted in the 2021 GCEDC Operations/Marketing budget and maintains costs at previous levels. National Grid has provided grant reimbursements of 25% of services in 2021 and a National Grid grant has been requested to reimburse the agency for 25% of the contract amount in 2022.

C. Yunker made a motion to recommend to the full Board the approval of the 2022 e3communications STAMP Contract not to exceed \$24,000; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

- P. Zeliff - Yes
- C. Yunker - Yes
- M. Clattenburg – Yes (Video Conference)

The item was approved as presented.

4. Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 12:54 p.m., seconded by M. Clattenburg and passed unanimously.

Mark Masse

STAMP Committee
January 12, 2022

Approval of appraisal contract for ROW for NG for new power line re route and removal of existing power line ROW

Discussion: The GCEDC asked five companies for bids to prepare the appraisal for the Right of Way (ROW) for the new ROW for the power line re route and the removal of the old ROW for the existing power line that will be taken down. The results of the bids are as follows:

1. No bid submitted – KLW Appraisal Group, Inc.
2. \$12,500 – Thurston, Casale & Ryan, LLC –
3. No bid submitted – Emminger, Newton, Pigeon & Maygar, Inc.
4. No bid submitted - Edmunds Enterprises
5. \$7,000 - CNY Pomeroy Appraisers, Inc.

The appraisers who were solicited had been preapproved by the US Department of the Interior as qualified to complete the previous ROW through the USFWS refuge and discussed with National Grid as well.

Fund Commitment: Not to exceed \$7,000 to CNY Pomeroy Appraisers, Inc. for the appraisal work of the ROW for the power line re route to be covered under the \$33 million.

Board Action Request: Approval of appraisal contract for the ROW for the power line reroute.

December 27, 2021

VIA EMAIL AS PDF

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

Re: Letter of Engagement
Relocation of Lockport-Batavia #112
115kV Transmission Line—Existing and New ROW
Genesee County, NY

Dear Mr. Masse:

Pursuant to your request, I am pleased to submit a proposal to appraise the above referenced properties. Terms of the prospective engagement are as follows:

- Submission will comprise an Appraisal Report in a form consistent with what was formerly known as a "summary", which is suitable for National Grid and NYS PSC requirements.
- Client and intended users include: Mark Masse, CPA, Scott Graham, Michael Hickey, Esq., and other representatives of GCEDC, National Grid, and the NYS Public Service Commission. The function of the appraisal is to estimate the market values for existing and proposed electric transmission corridors.
- Market is the defined value and permanent easements are the interests appraised. Properties will be valued as of the date of inspection, unless requested otherwise.
- Existing and proposed corridors are:

| ROW | Town | Type | Acreage | Miles | Tax Parcels |
|----------|---------|----------|---------|-------|-------------|
| Existing | Alabama | Easement | 7.55 | 1.2 | 4 |
| Proposed | Alabama | Easement | 23.47 | 1.9 | 5 |

My experience includes occupancies of this type.

- Fee is quoted as follows:

| Appraisal Type | Total Fee |
|--|-----------|
| "Summary" (Two Corridor Valuations) | \$12,500 |

- Fee is due and payable upon receipt of my invoice. Accounts past 30 days are subject to a 3% interest penalty assessed monthly.
- Report will be completed within **30 to 45 days** of your authorization to proceed.
- My fee quote provides for three copies of the appraisal along with a PDF.
- This proposal is valid for 30 days.
- The report will be prepared in accordance with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Copies of my Certification, qualifications, General Assumptions and Limiting Conditions, etc. are posted on my website at www.TCRappraisal.com under "Appraisal & Counseling Services".

Respectively Submitted,

THURSTON, CASALE & RYAN, LLC

Todd P. Thurston, MAI
Principal

I agree to the terms and conditions of this proposal as stated:

(Client Signature)

Date

CNY Pomeroy Appraisers, Inc.

LIBERTY SQUARE BUILDING
100 EAST SENECA STREET – SUITE 200
MANLIUS, NEW YORK 13104
VOICE 315-471-3111
FAX 315-471-4009

EMAIL: mmasse@gcedc.com

December 10, 2021

Mark A. Masse, CPA
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, New York 14020
Telephone: 585.343.4866, Ext. 17

Re: FEE PROPOSAL & ASSIGNMENT AGREEMENT

Property Name: Genesee County Economic Development Center Utility Easements
Street Address: See "Summary of Subject Parcels To Be Appraised" Table for Addresses
Town, County: Town of Alabama, Genesee County, State of New York
Tax Map Numbers: See "Summary of Subject Parcels To Be Appraised" Table for Tax Parcels

Dear Mr. Masse:

| | |
|----------------------------|--|
| Purpose / Intended Use: | <ol style="list-style-type: none">1) To estimate the market value of an existing utility corridor permanent easement that will include the removal of a 115 kv transmission line on approximately 7.55 acres which will be relinquished to the GCEDC.2) To estimate the market value of a new utility corridor permanent easement for the installation of a new 115 kv transmission line on approximately 23.47 acres which will be transferred to National Grid. <p>The appraised values of both permanent easement will be used in the application to the New York Public Service Law, Section 70 which involves the transfer of franchised property.</p> |
| Type of Value: | Market Value for Permanent Easements |
| Property Rights Appraised: | Permanent Easements for Utility Corridors |
| Date of Appraisal: | Date of Inspection |
| Owner: | <ol style="list-style-type: none">1. National Grid is the owner of the existing utility permanent easement.2. Genesee County Industrial Development Agency is the owner of the parent property and the property over which the proposed permanent easement will be located. |

CNY Pomeroy Appraisers, Inc.

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|------------------------|--|
| Intended User: | <p>Client: Genesee County Economic Development Center Others: National Grid</p> <p><i>Please identify any additional potential users with your authorization response. Use of this report by anyone not specifically identified or so authorized is not intended by CNY Pomeroy Appraisers. CNY Pomeroy Appraisers is not responsible for distribution of this report beyond authorized users.</i></p> |
| Report Type: | Appraisal Report (abbreviated format formerly known as summary) which will be suitable for Section 70 application purposes. |
| Valuation Approaches: | All applicable approaches to value will be considered and utilized as appropriate for this assignment. |
| Previous Services: | We have not performed any appraisal services regarding the subject property within the past three years. |
| Appraisal Standards: | <ul style="list-style-type: none"> • The Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice. • The appraisal guidelines required as outlined by the U. S. Office of the Comptroller of the Currency (OCC) mandating the adherence to the Uniform Standards of Professional Appraisal Practice (USPAP) issued by the Appraisal Standards Board of the Appraisal Foundation. |
| Term of Proposal: | Bid opening on December 27, 2021 at COB |
| Property Description: | <ul style="list-style-type: none"> • Approximately 7.55-acre National Grid utility corridor currently improved with a 115 kv transmission line that will be removed prior to transfer. • Approximately 23.47-acre permanent easement utility corridor for the installation of a new 115 kv transmission line. <p><i>See "Summary Of Subject Parcels To Be Appraised" table.</i></p> |
| Assignment Conditions: | <p>Utility corridors are typically valued using the Across-The-Fence (ATF) valuation method which considers recent sales of land with uses similar to the land abutting the subject corridors. The base value derived from the ATF valuation may be modified by the Corridor Factor which is a multiplier applied to the ATF value that recognizes the costs required to create a corridor that connects two or more points for utility, communication and/or transportation purposes.</p> <p>The market research will include identifying sales to use for the AFT valuation as well as comparable sales that can be used to extract a Corridor Factor that will be used for the final step in the valuation of each permanent easement corridor.</p> <p>Due to the proximity of the two utility corridors, the likely usage of the same sales for both valuations, and common information that will be included in an appraisal report, we propose that both utility corridors be appraised within a single appraisal report in order to eliminate unnecessary duplication and/or redundancy. If a separate appraisal report is required for each permanent easement, then an additional \$1,500 will be added to the following fee.</p> |

CNY Pomeroy Appraisers, Inc.

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|----------------------------|---|
| Qualifications: | We have completed appraisals on several thousands of miles of utility, transportation and recreational corridors over the past four decades. Some of those assignments have been for Section 70 applications, with one of our most recent assignments being for a NextEra corridor over an existing NYSEG utility corridor in Niagara and Erie Counties for a Section 70 application. We have also provided expert witness testimony on corridor appraisals for transportation and utility corridors including in State and Federal courts. |
| Appraisal Fee: | \$7,000 |
| Expenses: | Fee for appraisal report includes all associated expenses. |
| Appraisal Fee Payment: | Retainer of 50% of Fee equals \$3,500 before commencing work. If an invoice for the retainer amount is required to process a payment, please let us know with your response and we will send an invoice out immediately in order to not delay this assignment. Balance payable immediately prior to Report's delivery (we will notify you and send an invoice for the balance due when the Report will be ready to send out so balance of the fee can be sent). |
| Review Period: | We understand that you will want to review the completed appraisal. Responses to reviewer questions within 10 days of delivery of the appraisal report will be addressed as part of this original assignment. However, review questions submitted after 10 days from delivery, as well as the introduction of new information that may alter the appraisal analysis and valuation conclusions, will be charged at the hourly rates listed in the attached "Appraisal Assignment Terms and Conditions." |
| Consulting & Court Fees: | See attached <i>Appraisal Assignment Terms and Conditions</i> . |
| Property Documents Needed: | See attached list of <i>Property Documents Requested</i> . |
| Delivery Time: | 50 Days After Requested Documents Have Been Provided (unless delayed due to travel restrictions and/or health conditions resulting from the COVID-19 / novel coronavirus pandemic). |
| Number of Report Copies: | Electronic / Adobe PDF copy. <i>Notify us before completion of assignment if additional report copies will be required; Copies ordered after initial delivery of final report will be invoiced at cost of copying.</i> |
| Appraisal Authorization: | Signature of person responsible for payment of these services and retainer stated previously – see signature section at end of this Fee Proposal and Assignment Agreement. Or Standard contract incorporating these terms and conditions and retainer stated previously. |

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SUMMARY OF SUBJECT PARCELS TO BE APPRAISED

Parent tax parcels for the Permanent Easement to be relinquished

| Property Address | Town | Tax Map Number | Acres | Property Type | Comments |
|----------------------|---------|----------------|---------------|-------------------|-----------------------------------|
| Crosby Road | Alabama | 10.-1-13.1 | 61.80 | Commercial Land | N/A |
| 6680 Crosby Road | | 10.-1-4.12 | 1.60 | Commercial Land | A 1,433-sf ranch w/garage & barns |
| Crosby Road | | 10.-1-4.112 | 90.30 | Agricultural Land | N/A |
| Crosby Road | | 10.-1-3 | 102.90 | Agricultural Land | N/A |
| Total Acreage | | | 256.60 | | |

Parent tax parcels for the New Permanent Easement to be created

| Property Address | Town | Tax Map Number | Acres | Property Type | Comments |
|----------------------|---------|----------------|---------------|---------------------------------|--------------|
| Crosby Road | Alabama | 10.-1-1 | 137.30 | Agricultural Land | N/A |
| Judge Road | | 10.-1-43.12 | 182.10 | Agricultural Land | N/A |
| Crosby Road | | 10.-1-42 | 97.70 | Residential Land w/Improvements | Barns & Shed |
| Crosby Road | | 10.-1-13.2 | 7.50 | Commercial Land | N/A |
| Crosby Road | | 10.-1-3 | 102.90 | Agricultural Land | N/A |
| Total Acreage | | | 527.50 | | |

PROPERTY DOCUMENTS REQUESTED

The attached list of Property Documents will be needed, if available, and are requested to be provided with the signed authorization (unless already provided). This list of documents is considered to be part of this Fee Proposal and Assignment Agreement.

- A. A copy of the deed(s) and any other records of title transfer, including all easements encumbering the property (e.g., utility and conservation easements, land use restrictions, building use restrictions, etc.)
- B. Copies of any listings and/or purchase offers within the past three years on all or part of the property being appraised
- C. Copies of all appraisals prepared on the subject property within the past ten years
- D. A copy of the property survey and/or other property maps and aerial photographs
- E. If a survey of each permanent easement is not available, then we do request that the dimensions (width and length) of each utility corridor be provided
- F. Copies of any leases currently in effect including gas and/or subsurface mineral rights leases
- G. Environmental audits or statement certifying the absence and/or presence of any known hazardous substances on the site – itemized by type or material (we understand that environmental audits are not typically available for this property type, however, if one exists we would like to have a copy of it)

CNY Pomeroy Appraisers, Inc.

APPRAISAL ASSIGNMENT TERMS AND CONDITIONS

The attached *Appraisal Assignment Terms and Conditions* are also considered to be applicable to this *Fee Proposal and Assignment Agreement*.

Thank you for your confidence in our services. If there is anything you would like to discuss further, please call at your convenience.

Very truly yours,

CNY POMEROY APPRAISERS, INC.



Donald A. Fisher, MAI, ARA

dfisher@cnyappraisers.com

DAF/tc

AUTHORIZED BY:

Signature

Date

Print Name

CNY Pomeroy Appraisers, Inc.

APPRAISAL ASSIGNMENT TERMS AND CONDITIONS

1. The Client is identified as the party signing this Fee Proposal & Assignment Agreement and is responsible for payment of the fees stipulated in this Agreement unless a separate party (e.g. property owner) is specifically identified prior to commencement of work. The fee and any related assignment expenses are not contingent upon any predetermined value or on any action resulting from the analyses, conclusions and/or use of the appraisal report. The appraiser or appraisers who will complete this appraisal assignment are collectively referred to as CNY Pomeroy Appraisers, Inc. or "CNY Pomeroy Appraisers" for this Agreement.
2. **Consulting, Review, Preparation and Court Fees:** The above fee does not include post-appraisal consulting services (e.g. reviewing other reports, considering supplemental information or alternative scenarios, post-appraisal discussions or any activities not directly related to the preparation of the appraisal report) or preparation and appearance in court or other situations requiring testimony or representation for the appraisal report. The above fee also does not include additional valuation scenarios or other projections outside of the scope of the appraisal assignment described in this Fee Proposal. The above fee also does not include the time to respond to review questions after 10 days from delivery of the appraisal report. Such time, if required, will be charged at the current rate schedule in effect at the time the services are provided. The following table identifies our current hourly rates for consulting and court testimony services (rates are subject to change if requested one year or later from date of this Fee Proposal and Assignment Agreement):

| Appraiser | Trial Preparation and Testimony Rates |
|----------------------------------|---|
| Susan D. Baldwin, MAI, AI-GRS | \$300 per hour plus out-of-pocket expenses |
| Donald A. Fisher, MAI, ARA | \$300 per hour plus out-of-pocket expenses |
| Staff appraisers (as applicable) | \$100 to \$200 per hour plus out-of-pocket expenses |

3. We require a minimum of 45 days' notice to confirm our availability for any appearances required for expert witness testimony and/or any other associated post-appraisal work, including pre-trial conferences, reviews of opposition appraisals and work product, and all other related professional services for any litigation or litigation-type requirements.
4. If the Client requests additional services beyond the scope and purpose identified in this Agreement, the Client agrees to pay an additional fee for those services based on our current hourly rates in effect at the time of the completed work.
5. Use of this report by anyone not specifically identified or so authorized in this Fee Proposal & Assignment Agreement is not intended by CNY Pomeroy Appraisers. CNY Pomeroy Appraisers is not responsible for distribution of this report beyond authorized users.
6. CNY Pomeroy Appraisers have extensive valuation experience in all types of land and improved properties found throughout Upstate New York, including properties similar to the parcel described herein. Information describing some of the experiences of CNY Pomeroy Appraisers and its principal members, including curriculum vitae of each member, can be viewed on the firm's website at <http://cnyappraisers.com>.
7. If applicable, an appraisal report prepared in a **summary (abbreviated) format** can be provided initially if negotiations for a reasonable settlement are still a possibility and/or if you do not currently require full details of the property and of the valuation analyses are not required for your needs at this time. While including the same degree of market research and valuation analysis, the property's description and details of the various valuation methods are summarized and will not include all explanations and supporting documentation. We do retain all such documentation in our files for future needs, if required for future purposes. Alternatively, we can provide an appraisal report prepared in a **self-contained (fully-documented) format** suitable for financing or court testimony instead of the summary appraisal report. The summary appraisal report can be expanded to a self-contained appraisal report, as of the same valuation date of the original appraisal, for an additional fee. However, if the completion of the follow-up self-contained appraisal report requires a second inspection of the property for a new valuation date and/or if additional market research will be required, then the fee will have to be re-negotiated dependent upon how much additional time will be required. The summary appraisal report is **never** adequate for court testimony purposes. A self-contained appraisal report must be prepared prior to any court appearance. CNY Pomeroy Appraisers will not appear for court testimony or deposition without a self-contained appraisal report having been prepared. If a court appearance is likely, we must be notified a minimum of 50 days prior to the appraisal report exchange date or the trial date, whichever is first, to provide adequate time to prepare a self-contained (court acceptable) appraisal report.

CNY Pomeroy Appraisers, Inc.

8. Copies of the "**Assumptions and Limiting Conditions**" and the appraiser's "**Certification**" that will be included in the final appraisal report can be provided for your review upon request. The appraisal report to be prepared for this assignment will be subject to these limiting conditions as well as any other conditions deemed appropriate as our investigation and research progresses. If you have questions or concerns involving any of these items, please inquire for a more detailed explanation.
9. The following statements are some of those that are included in the **Certification** that will be part of the appraisal report.
 - a. The reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and are the personal, unbiased professional analyses, opinions, and conclusions of the appraiser.
 - b. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
 - c. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - d. The compensation received by the appraiser for the appraisal is not contingent on the analyses, opinions, or conclusions reached or reported.
 - e. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
 - f. The appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's Uniform Standards for Professional Appraisal Practice.
 - g. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
 - h. We are not responsible for the electronic sharing, or sharing in any form, of this appraisal report.
 - i. Extraordinary assumptions and hypothetical conditions that are necessary to provide a credible value conclusion for this assignment are identified and explained.
 - j. As of the date of this report the principle signer of the appraisal report has completed the requirements under the education programs of the Appraisal Institute and the State of New York.
 - k. The Client should note that the report prepared for this assignment is an opinion of value by the appraiser; that a Court, State or Federal agency, including the Internal Revenue Service, that reviews this report may disagree with or reject this opinion; and that the appraisers cannot guarantee the outcome of or be financially responsible to the Client for any taxes, penalties or interest imposed that may result from such review.
10. If the Client chooses to cancel this Assignment prior to delivery of the completed appraisal report, the Client will be required to pay the pro-rated share of the fee based upon the percent of the work completed and expenses incurred; a minimum fee of \$500 will be charged for any assignments cancelled after work has begun.
11. CNY Pomeroy Appraisers shall have the right to terminate this Agreement for cause at any time, effective immediately by written notice to the Client, upon the occurrence of fraud or willful misconduct of the Client, its employees or agents.
12. This Fee Proposal and Assignment Agreement specifies the number of hard (paper) copies of the completed appraisal report that is to be provided to the Client. If additional copies of the appraisal report are later requested, such copies will be charged at a cost of \$200 per original color copy and \$100 per black and white copy, plus shipping costs.
13. **Late Fees:** Accounts that are more than thirty (30) days past due are subject to finance charges of 2.0% per month. Any payments made in satisfaction of this debt will be applied first to the amount of interest due and then to the principal. Accounts subject to collection will require the Client to pay all reasonable attorney and/or collection charges in addition to any late charges.

CNY Pomeroy Appraisers, Inc.

14. Statements of fact incorporated in the appraisal report which are used for developing CNY Pomeroy Appraisers' analyses, opinions and conclusions are true and correct to the best of CNY Pomeroy Appraisers' knowledge and understanding. CNY Pomeroy Appraisers is not making expressed or implied warranties or representations of the accuracy of completeness of the material furnished by the Client. All data and documents compiled in the preparation of this appraisal, except for documents and information furnished by the Client that are unavailable from alternative sources, and the report prepared per this Agreement are the property of CNY Pomeroy Appraisers, Inc. CNY Pomeroy Appraisers will not violate the confidential nature of any data and documents provided by the Client. However, by this Agreement Client does permit CNY Pomeroy Appraisers to disclose any or all of the appraisal report to the authorized representatives of the Appraisal Institute, New York State Department of State, or other involved professional organizations if such disclosure is required in order for the appraisers to comply with professional obligations.
15. CNY Pomeroy Appraisers will accept no responsibility for legal matters, legal title, survey, engineering, soil or subsoil conditions, or other technical issues, and the appraisal report should not be considered to consist of a survey of the appraised property.
16. If an **environmental audit** was not provided by the Client for the subject property, and if the owner did not provide any information as to the presence of any contamination by hazardous materials on the subject property, then this appraisal report will value the subject property as if environmentally clean unless specifically stated otherwise as part of this Assignment. It has also been our observations that properties used for commercial, industrial, agricultural, forestry, mining and other purposes may have one or more sites designated for transferring chemicals (fuels, fertilizers, herbicides, pesticides, etc.) or dumping of discarded materials that may be contaminated from spilled chemicals. No study will separately be made of the subject area, nor will there be any detailed research conducted by the appraiser investigating the existence of any such contamination affecting the subject property, unless specifically stated as part of the scope of work for this assignment. The appraisers cannot render any professional opinions on the environmental cleanliness of the subject property or comparable sales (unless otherwise noted from our physical inspections). As a result, the valuation scenario that the property is environmentally clean may be identified as an **extraordinary assumption** under the Uniform Standards of Professional Appraisal Practice (SR 1-2(f)) because such an assumption is required to properly develop a credible opinion, it is supported with market data which serves as a reasonable basis and it results in a credible analysis. If this extraordinary assumption was not to be adopted, then it is possible the subject property could have a lower *market value*, especially if environmental contamination was thought to actually or potentially exist on the subject property. The amount of change in value would be dependent upon the type and extent on any such contamination.
17. CNY Pomeroy Appraisers understands that there are no significant deferred maintenance issues which would require the examination of a separate professional entity or, if such repairs are needed, that such cost estimates will be prepared by other such entities that are not part of this Fee Proposal and Assignment Agreement.
18. The Client shall indemnify and hold CNY Pomeroy Appraisers, Inc. completely harmless against any claims, loss, damages, or expenses of any kind, including costs and attorneys' fees, incurred by Client or any third party resulting from the negligence or intentional acts or omissions of the Client for any reason and for which recovery is pursued against CNY Pomeroy Appraisers, Inc. by such entities. Client shall hold CNY Pomeroy Appraisers harmless from any claims or actions occurring because of Client's failure to provide a complete copy of the appraisal report to any authorized intended user.
19. The Client should note that the report prepared for this assignment is an opinion of value by the appraisers; that a Court, State or Federal agency, including the Internal Revenue Service, that reviews this report may disagree with or reject this opinion; and that the appraiser cannot guarantee the outcome of or be financially responsible to the Client for any taxes, penalties, fines, charges, interest or any other monetary costs imposed that may result from such review.
20. The Federal Identification Number for CNY Pomeroy Appraisers, Inc. is #16-1531357. CNY Pomeroy Appraisers DUNs number is #066801382.

Intermunicipal Agreement (IMA) with the Town of Alabama

Discussion: In January 2019 the GCEDC entered into an amended Intermunicipal Agreement with the Town of Alabama to reimburse them for certain legal fees not to exceed \$8,750 and \$73,000 in interest expense in connection with the Town's borrowing on a BAN to pay for parts of the water project that were to be reimbursed with a CFA award grant of \$1.5 million and a SAM grant of \$250,000. The GCEDC has been billed and paid a total of \$60,186.56 in interest expense to date. The Town hired a contractor at the start of the water project to manage the income and expenses. The Town contact their contractor last June stating that they were concerned that there were not sufficient funds in the Town's account to cover the expenditures. The contractor went back and reviewed all of the project transactions and found several bills that were not submitted payment which included a \$26,775.42 bill to the GCEDC in interest expense. This bill results in an amount of \$13,961.99 over the previous approval amount of \$73,000.

Fund commitment: \$13,961.99 interest expense to be covered under the \$33 million.

Committee action request: Recommend approval to pay an additional \$13,961.99 to the Town of Alabama for interest expense on their BAN for the water project portion that was covered by the GCEDC.

First Amendment to the Cost Reimbursement Agreement with National Grid

Discussion: In October of 2020 the GCEDC approved a Cost Reimbursement Agreement (CRA) with National Grid for the reroute of the existing power line that bisects the STAMP site. That CRA was for \$5,129,900. Since that time there have been some revisions to the scope of work covered under the CRA as well as the costs to complete the work. A project at STAMP is entering into a CRA with National Grid to remove some of the costs associated with the original project that they will now cover. However, there has been a 26% increase in the foundation costs as well as a 36% increase in the structure costs.

Fund commitment: An additional \$172,825 over the originally approved \$5,129,000 included in the \$33 million.

Committee action request: Recommend approval to sign First Amendment to the CRA not to exceed \$5,301,825 in total.

**FIRST AMENDMENT
TO
COST REIMBURSEMENT AGREEMENT**

Dated as of December [], 2021
(“First Amendment Effective Date”)

Reference is made to that certain Cost Reimbursement Agreement made and entered into as of January 11, 2021 by and between **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, as Customer, and **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID**, as Company (the “Agreement”). Unless otherwise defined herein, all capitalized terms used in this First Amendment to Cost Reimbursement Agreement (“First Amendment”) shall have the meanings set forth in the Agreement.

WHEREAS, the Parties entered into the Agreement to set forth the terms and conditions pursuant to which Company would carry out the Relocation to facilitate Customer’s Project;

WHEREAS, the Company’s Work Cost Estimate included certain costs and expenses associated with the design, engineering, project management, administration, materials procurement, and installation of a second electric circuit to serve anticipated, future tenants on the Premises (“Additional Infrastructure”), said second circuit to be attached to a portion of the relocated 115 kV Lockport-Batavia Line 112, but the Scope of Company Work (attached as Exhibit A to the Agreement) did not expressly describe the scope of work associated with said Additional Infrastructure;

WHEREAS, since the execution and delivery of the Agreement, Customer and Company have engaged further with Plug Power LLC (“Plug”) in connection with Plug’s anticipated tenancy at the Premises and matters related thereto, including the Additional Infrastructure, and Customer and Plug have advised Company that Plug shall be responsible for the costs and expenses associated with said Additional Infrastructure and certain costs associated with the Relocation – specifically, the incremental material cost for the enlarged conductor necessary therefor;

WHEREAS, Company and Plug will enter into a separate Cost Reimbursement Agreement (hereinafter, the “Plug CRA”) to fully describe and set forth (i) the scope of work associated with the Additional Infrastructure, the projected costs and expenses thereof, and the terms and conditions pursuant to which Company would carry out the construction thereof and (ii) the costs associated with the Relocation for which Plug will be responsible; and

WHEREAS, the Parties have determined to amend the Agreement as set forth below to reflect a mutually agreed modification to the Scope of Company Work relating to the Relocation, revised estimates of costs and expenses associated therewith, and to amend or modify certain other terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and of other consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties agree as follows:

1. Section 1.0 of the Agreement is hereby amended by inserting the following additional terms:

“Additional Infrastructure” shall have the meaning set forth in the Recitals of this Agreement.

“Existing Line” means that portion of the Existing Facilities generally depicted in Attachment 1 to Exhibit A to this Agreement.

“Existing Line Approvals” shall have the meaning set forth in Exhibit A to this Agreement.

“Existing Line Easement” shall have the meaning set forth in Exhibit F to this Agreement.

“Line Approvals” shall mean the New Line Approvals and the Existing Line Approvals.

“New Line” means the personal property assets constituting the new 115kV transmission line and related facilities, together with the Additional Infrastructure, to be constructed by Company in the location generally described in Attachment 1 to Exhibit A to this Agreement.

“New Line Approvals” shall have the meaning set forth in Exhibit A to this Agreement.

“Plug” shall have the meaning set forth in the Recitals of this Agreement.

2. Section 1.0 of the Agreement is further amended by striking the defined term “Project” and inserting in place thereof the following:

““Project” means the work, services, materials, equipment and tasks to design, engineer, construct, install, test and commission the New Line, remove the Existing Line, and release the Existing Line Easement as contemplated by this Agreement.”

3. Section 5.3 of the Agreement is hereby amended by inserting the following at the end thereof:

“d) Company has received a fully executed Plug CRA, setting forth Plug’s cost responsibility for its portion of the Relocation, and Company has received any and all reimbursements therefor pursuant to the Plug CRA.

(iv) Decommissioning Commencement. Anything in this Agreement to the contrary notwithstanding, Company shall not be obligated to proceed with de-energizing, decommissioning or removing the Existing Line unless and until all of the following conditions have been satisfied:

- a) the New Line (including the Additional Infrastructure) has been completed, energized, and placed in commercial operation by the Company,
- b) all Required Approvals for the Work have been received, are in form and substance satisfactory to the Parties, have become final and non-appealable and commencement of such decommissioning is permitted under the terms and conditions of such Required Approvals, and
- c) all Company Reimbursable Costs invoiced to date have been paid in full to Company, and Company has received any and all reimbursements pursuant to the Plug CRA necessary to complete, energize, and place the New Line in operation and otherwise complete the Relocation for which Plug is responsible.

(v) Existing Line Easement Termination. Anything in this Agreement to the contrary notwithstanding, Company shall not be obligated to release or terminate the Existing Line Easement unless and until all of the following conditions have been satisfied:

- a) the Existing Line has been decommissioned and all of its components removed from the Existing Line Easement area,
- b) all Required Approvals for the Work have been received, are in form and substance satisfactory to the Parties, have become final and non-appealable and commencement of such decommissioning is permitted under the terms and conditions of such Required Approvals, and
- c) all Company Reimbursable Costs invoiced to date have been paid in full to Company.”

4. Section 6.2 of the Agreement is hereby amended to read in its entirety as follows:

“As of the date of this Agreement, the Company’s estimate of the total Company Reimbursable Costs (“Company’s Work Cost Estimate”) is \$5,301,825. The Company’s Work Cost Estimate is based on the Company’s estimate of Customer’s portion of all Company Work required to complete the Project Relocation (“Total Project Relocation Estimate”) of \$8,174,023, less a credit of \$2,872,198 for avoided work on the Company’s existing facilities that would otherwise be required but for the Project Relocation (“Credit Amount”), all as more particularly set forth in the spreadsheet attached hereto as Schedule 1. Customer has previously provided Company with two (2) prepayments totaling \$3,100,000 (together, the “Initial Prepayment”) to begin engineering activities. The remaining balance of the Company’s Work Cost Estimate in the amount of \$2,201,825 (“Follow-Up Prepayment”) shall be paid on December 31, 2021. The Company shall invoice Customer for the Follow-Up Prepayment, and Customer shall pay such amount to Company by the invoice due date in accordance with Section 6.3. Unless it elects to do so

in its sole discretion, Company shall not be obligated to commence or continue any Company Work under this Agreement prior to Company's receipt of the Follow-Up Prepayment as set forth in Section 5.3 of this Agreement."

5. Section 17.1 of the Agreement is hereby amended to read in its entirety as follows:

"Subject to Section 21.3 of this Agreement, the obligations of each Party to perform its respective Work under this Agreement are expressly contingent upon (i) each Party receiving all licenses, permits, permissions, certificates, approvals, authorizations, consents, franchises, and releases and Line Approvals from any local, state, or Federal regulatory agency or other governmental agency or authority (which may include, without limitation, the NYPSC), and from any other third party that may be required for such Party in connection with the performance of such Party's obligations under or in connection with this Agreement (the "Required Approvals"), (ii) each Required Approval being granted without the imposition of any modification or condition of the terms of this Agreement or the subject transactions, unless such modification(s) or condition(s) are agreed to by the Parties in their respective sole discretion, and (iii) all applicable appeal periods with respect to the Required Approvals having expired without any appeal having been made or, if such an appeal has been made, a full, final and non-appealable determination having been made regarding same by a court or other administrative body of competent jurisdiction, which determination disposes of or otherwise resolves such appeal (or appeals) to the satisfaction of both Parties in their respective sole discretion. Customer acknowledges that, as a consequence of releasing the Existing Line Easement, pursuant to New York Public Service Law, Section 70, the Company may be required by applicable law or regulation to compensate the Company's customers for such release and Customer agrees that any such amount, and any other costs incurred by the Company resulting from conditions imposed on the Company by the NYPSC in granting New York Public Service Law, Section 70 approval, shall be included within the meaning of the term Company Reimbursable Costs and shall be reimbursed by Customer. Customer further acknowledges and agrees that, as of the date of this Agreement, the Company's Work Cost Estimate does not include or reflect any costs which may be incurred as contemplated by the preceding sentence."

6. Exhibit A to the Agreement is hereby deleted and is replaced in its entirety by the revised Exhibit A attached to this First Amendment.
7. Exhibit F attached to this First Amendment is hereby incorporated into the Agreement, attached thereto and made a part thereof.
8. The Parties agree that the Agreement shall be and remain in full force and effect in accordance with its terms as amended hereby, is ratified and confirmed, and shall continue to govern the rights and obligations of the

Parties. This First Amendment is for the use and benefit of the Parties only, and not for the use and benefit of any other person, party, or entity.

9. This First Amendment may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by an authorized representative of the Party against whom the amendment, modification or waiver is sought to be enforced.
10. This First Amendment may be executed in multiple counterparts, each of which shall be considered an original. The exchange of copies of this First Amendment and of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this First Amendment as to the Parties and may be used in lieu of the original First Amendment 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 have caused this First Amendment to be executed on their behalf by their respective duly authorized signatories as of the First Amendment Effective Date.

**NIAGARA MOHAWK POWER CORPORATION,
d/b/a National Grid**

By: _____
Name:
Title:

**GENESEE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY D/B/A GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER**

By: _____
Name:
Title:

Exhibit A: Scope of Company Work

The Company will perform the following work in connection with the Project, as further illustrated in Attachment 1 hereto:

1. Relocation Work

The Company will survey, design, engineer, procure, construct, test, and place into service the project of the Lockport-Batavia #112 115kV transmission line along the Customer's agreed upon centerline totaling 1.9 miles in length. This relocation shall consist of:

- Earthwork, grading, excavation, matting, and permanent roadwork installation necessary to relocate the existing #112 line.
- Caisson foundations for all dead-end and angle structures.
- Installation of all direct embedded and engineered monopole steel structures, including the davit arms associated with a single circuit.
- Installation of optical ground wire (OPGW) along the single circuit associated with relocating the Lockport-Batavia #112 115kV Transmission Line.
- Obtain system outages when necessary to conduct all work.
- Filing a Part 102 Permit with the New York State Public Service Commission.
- Retain and use outside experts, counsel, consultants, and contractors in furtherance of the work contemplated herein.
- Fencing and security additions to accommodate marshalling yard(s) for equipment storage.

2. Project Administration

The Company will provide the following project management and administration services:

- A Project Manager to administer the Company's work at the #112-line relocation site and coordinate the Company's work with any other related Customer projects.
- If necessary, a Technical Lead Customer Engineer to coordinate the connection of the relocated #112 line to the Company's existing #112 line.
- Project progress reporting to include project spend and milestone schedule updates.
- Perform activities including, but not limited to, as-built drawings, property record updates, final invoicing, permit closures, and project closeout.

3. Required Approvals

- With the exception of any Land Use Approvals (as defined in Exhibit B), the Company shall prepare, file for, and use reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and

authorizations from all local, state and federal governmental agencies and any other third parties for the Company to construct, install, commission, own, use, operate, and maintain the New Line and any other Company facilities constructed pursuant to the Project, including, without limitation, preparation and submission to the NYPSC of a Part 102 Report (and obtaining any required NYPSC authorizations or approvals in connection therewith) or any other necessary regulatory filing or filings for the New Line (the “New Line Approvals”).

- Prepare, file for, and use commercially reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and authorizations from all local, state or federal governmental agencies, the NYISO and any other third parties for Company to decommission, dismantle and remove the Existing Line and release or terminate the Existing Line Easement (including, without limitation, preparation and submission to the NYPSC of a Part 102 Report and obtaining any required NYPSC authorizations or approvals in connection therewith and obtaining any required NYPSC authorizations or approvals under Section 70 of the New York Public Service Law to release the Existing Line Easement) or any other necessary regulatory filing or filings relating thereto (the “Existing Line Approvals”).
- Customer shall be responsible for granting the Company all Land Use Approvals. The Company shall not have any responsibility for seeking or acquiring any real property rights in connection with Company Work or the Project including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right-of-way interests. Neither this Agreement nor Company Work 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.

The Company will also perform any other tasks it deems, in its sole discretion, to be reasonable, necessary or advisable in connection with the work contemplated by this Exhibit A (including, without limitation, any changes thereto).

Attachment 1 to Exhibit A

Attachment 1 – GCEDC Line Relocation Scope of Work

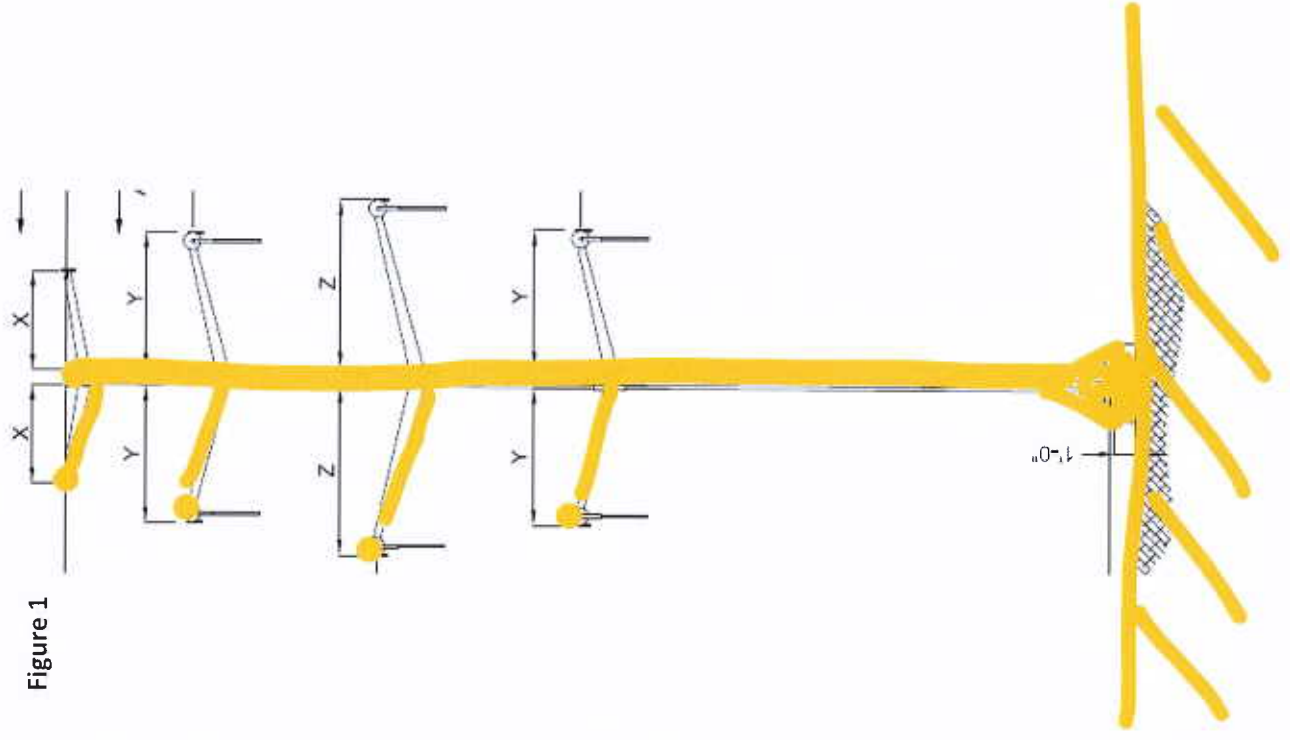


Figure 1

The yellow line on Page 1 – The “Existing Line” as defined.

The Blue line on Page 1 – The “New Line” as defined.

The yellow indicated in Figure 1 is a typical illustration of the revised scope of work and construction in GCEDC’s responsibility.

- Site Prep
- Foundations
- Concrete/Rebar
- Structures
- Single Circuit Davit Arms with the insulators

Exhibit F: Existing Line Easement

Those certain rights, privileges, and easements which, together, form a certain right-of-way and easement corridor (generally forty (40') feet wide) in which a portion of the Lockport-Batavia #112 Line is located. These easements are more particularly described in the following instruments: (a) that certain Indenture from Lafayette B. Crosby et al. to Niagara, Lockport and Ontario Power Company dated November 14, 1905 and filed on November 17, 1905 in the Office of the Clerk of Genesee County, New York in Book of Deeds 204 at Page 156, (b) that certain Indenture from Orrin W. Pattison et al. to Niagara, Lockport and Ontario Power Company dated November 15, 1905 and filed on November 17, 1905 in the Office of the Clerk of Genesee County, New York in Book of Deeds 204 at Page 161, (c) that certain Indenture from Catherine Holmes to Niagara, Lockport and Ontario Power Company dated November 13, 1905 and filed on November 17, 1905 in the Office of the Clerk of Genesee County, New York in Book of Deeds 204 at Page 165, and (d) that certain instrument regarding tree trimming rights sold, granted and conveyed by Orrin W. Pattison to Niagara, Lockport and Ontario Power Company dated March 15, 1906 (collectively, the "Existing Line Easement").

Schedule 1: Cost Breakdown

Onsite water main, Crosby Road reconstruction, lay down area and hold and haul tank contract bids

Discussion: The GCEDC went out to bid for the infrastructure to support Plug Power's facility as well as what is needed for the lay down area for the power line reroute. The bid was put out as one project but with four base bids as follows:

- A.** Full depth reconstruction of approximately 1,800 LF of Crosby Road.
- B.** Installation of approximately 5,500 LF of water main from Route 77/STAMP Drive to the Plug Power site.
- C.** Installation of approximately 150 LF of sanitary sewer, manholes, premanufactured pump station, sanitary sewer holding tank and appurtenances to provide Plug Power with sanitary sewer facilities.
- D.** Construction of a temporary access road and temporary 5-acre gravel laydown yard for National Grid.

The bid documents stated that the Owner reserves the right to award the Base Bids individually or the combination of the Base Bids to the lowest, responsive, responsible bidder based on which Bid combination best fits the project budget and priorities.

See the attached recommendation letter from Clark Patterson Lee.

Fund commitment: \$2,273,225 from the attached sources and uses summary.

Committee action request: Recommend approval to award Base bid A and B to 716 Site Contracting, Inc. and to award Base bid C and D to Keeler Construction, Inc.

3d

Genesee County Economic Development Center

STAMP

Sources and uses of funds for infrastructure to support Plug Power

1/5/2022

Description

Sources of Funds:

| | |
|--------------------------------------|--------------|
| Plug Power land sale proceeds (net) | \$ 1,953,073 |
| Due to/Due from - Borrow from RLF #1 | 320,152 |

Total Sources of Funds: \$ 2,273,225

Uses of Funds:

| | |
|--|------------|
| Reconstruction of Crosby Road | \$ 852,670 |
| Installation of 5,500 LF of transmission water main | 682,345 |
| Installation of 150 LF of sanitary sewer, manholes, pump station and sanitary sewer holding tank | 240,840 |
| Construction of a temporary access road and temporary 5-acre gravel laydown yard | 497,370 |

Total Uses of Funds: 2,273,225

Total funds available (short) \$ (0)

January 3, 2021

Mr. Mark A. Masse, CPA, Senior VP of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, New York 14020

**RE: WNY SCIENCE TECHNOLOGY AND ADVANCE MANUFACTURING PARK
ONSITE WATER MAIN AND CROSBY ROAD RECONSTRUCTION
CPL PROJECT NO.: 16174.00
RECOMMENDATION FOR AWARD**

Dear Mark:

The bids for the above referenced project were opened on December 16, 2021. Bids were opened for four (4) projects at the STAMP Site and are outlined below:

Base Bid A consists of the full depth reconstruction of approximately 1,800 LF of Crosby Road between STAMP Drive and the future entrance to Plug Power.

Base Bid B consists of the installation of approximately 5,500 LF of new water main along STAMP Drive from NYS Route 77 to Crosby Road and along a portion of Crosby Road to the Plug Power connection.

Base Bid C consists of the installation of approximately 150 LF of sanitary sewer, manholes, premanufactured pump station, a sanitary sewer holding tank and appurtenances to provide Plug Power with sanitary sewer facilities.

Base Bid D consists of the construction of a temporary access road and a temporary 5.0-acre gravel laydown yard for National Grid to use as a staging area for the construction of the powerline reroute.

A total of six (6) bids were received for Base Bid A, seven (7) bids for Base Bid B, six (6) bids for Base Bid C and seven (7) bids for Base Bid D. All four of these projects will require significant coordination and timing with the construction of Plug Power. A copy of our bid tabulation is enclosed for your information and review.

The low bid for Base Bid A was submitted by 716 Site Contracting, Inc. of Hamburg, New York in the amount of \$852,670.00. The low bid for Base Bid B was submitted by 716 Site Contracting, Inc. of Hamburg, New York in the amount of \$682,345.00. The low bid for Base Bid C was submitted by Keeler Construction, Inc. of Albion, New York in the amount of \$240,840.00. The low bid for Base Bid D was submitted by Keeler Construction, Inc. of Albion, New York in the amount of \$497,370.00.

We have reviewed both 716 Site Contracting and Keeler Construction's qualifications and have discussed their respective bids in detail with them. We feel the bids received from these two Contractors are a true representation of the costs to complete this project and that these Contractors are qualified to complete each of the contracts.



Mark Masse
GCEDC
January 3, 2021
Page 2 of 2

We recommend the GCEDC Board pass a resolution **“Accepting the bids received from 716 Site Contracting, Inc. for Base Bid A in the amount of \$852,670.00 and Base Bid B in the amount of \$682,345.00 and awarding Contracts for Base Bid A and Base Bid B to them.”**

We also recommend the GCEDC Board pass a resolution **“Accepting the bids received from Keeler Construction, Inc. for Base Bid C in the amount of \$240,840.00 and Base Bid D in the amount of \$497,370.00 and awarding Contracts for Base Bid C and Base Bid D to them.”**

We have also enclosed the Notice of Award for 716 Site Contracting and Keeler Construction, which will need to be signed and returned to our office. The Notice of Award will then be forwarded to each Contractor, along with copies of the Agreement and other documents for their execution. When returned, the executed Agreements will be sent to GCEDC for your signature. This process generally takes two (2) weeks.

CPL looks forward to working with you and the Contractors to successfully complete these projects. If you have any questions or require additional information, please contact me directly.

Very truly yours,

CPL

A handwritten signature in blue ink, appearing to read 'A. Kosa'.

Andrew R. Kosa, P.E.
Principal Associate

Enclosures

GCEDC
 STAMP Onsite Water & Crosby Road Reconstruction
 CPL Project No. 16174.00
 Bid Opening: December 16, 2021

| Bid Item | Description | Quantity | Unit | 716 Site Contracting, Inc | | Keeler Construction Co. Inc | | Mark Cerrone Inc. | | Occhino Corp. | | Victor Excavating | | Villager Construction, Inc. | | Allegheny Construction Corp. | | Milherst Construction, Inc. | |
|--|--|----------|------|---------------------------|---------------|-----------------------------|---------------|-------------------|-----------------|---------------|---------------|-------------------|-----------------|-----------------------------|-----------------|------------------------------|-------------|-----------------------------|---------------|
| | | | | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| Base Bid A Crosby Road Reconstruction | | | | | | | | | | | | | | | | | | | |
| G-1 | Mobilization (shall not exceed 3%) | 1 | LS | \$ 25,000.00 | \$ 25,000.00 | \$ 26,000.00 | \$ 26,000.00 | \$ 24,918.00 | \$ 24,918.00 | \$ 28,000.00 | \$ 28,000.00 | \$ 18,250.00 | \$ 18,250.00 | \$ 30,000.00 | \$ 30,000.00 | \$ - | \$ - | \$ - | \$ - |
| G-2 | Maintenance and Protection of Traffic Including Signs and Flagperson | 1 | LS | \$ 3,300.00 | \$ 3,300.00 | \$ 8,700.00 | \$ 8,700.00 | \$ 63,000.00 | \$ 63,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 9,350.00 | \$ 9,350.00 | \$ 15,000.00 | \$ 15,000.00 | \$ - | \$ - | \$ - | \$ - |
| G-3 | Erosion Control | 1 | LS | \$ 8,800.00 | \$ 8,800.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 19,750.00 | \$ 19,750.00 | \$ 25,000.00 | \$ 25,000.00 | \$ - | \$ - | \$ - | \$ - |
| G-4 | Select Granular Fill | 1,000 | CY | \$ 44.00 | \$ 44,000.00 | \$ 31.00 | \$ 31,000.00 | \$ 26.00 | \$ 26,000.00 | \$ 48.00 | \$ 48,000.00 | \$ 49.00 | \$ 49,000.00 | \$ 30.00 | \$ 30,000.00 | \$ - | \$ - | \$ - | \$ - |
| G-5 | Unclassified Excavation & Disposal - Undercut | 1,000 | CY | \$ 37.00 | \$ 37,000.00 | \$ 43.00 | \$ 43,000.00 | \$ 31.00 | \$ 31,000.00 | \$ 29.00 | \$ 29,000.00 | \$ 7.00 | \$ 7,000.00 | \$ 40.00 | \$ 40,000.00 | \$ - | \$ - | \$ - | \$ - |
| G-6 | Restoration & Seeding | 1 | LS | \$ 29,000.00 | \$ 29,000.00 | \$ 44,000.00 | \$ 44,000.00 | \$ 32,000.00 | \$ 32,000.00 | \$ 45,000.00 | \$ 45,000.00 | \$ 47,250.00 | \$ 47,250.00 | \$ 30,000.00 | \$ 30,000.00 | \$ - | \$ - | \$ - | \$ - |
| R-1 | Stripping and stockpiling Topsoil for Roadway | 1 | LS | \$ 25,000.00 | \$ 25,000.00 | \$ 32,000.00 | \$ 32,000.00 | \$ 23,000.00 | \$ 23,000.00 | \$ 77,850.00 | \$ 77,850.00 | \$ 19,200.00 | \$ 19,200.00 | \$ 46,000.00 | \$ 46,000.00 | \$ - | \$ - | \$ - | \$ - |
| R-2 | Roadway, Drainage Swale, Earthwork and Grading | 1 | LS | \$ 149,300.00 | \$ 149,300.00 | \$ 138,000.00 | \$ 138,000.00 | \$ 280,000.00 | \$ 280,000.00 | \$ 203,000.00 | \$ 203,000.00 | \$ 285,000.00 | \$ 285,000.00 | \$ 275,000.00 | \$ 275,000.00 | \$ - | \$ - | \$ - | \$ - |
| R-3 | Geotextile Separation Fabric (NYS DOT Item 207.24) | 6,400 | SY | \$ 1.00 | \$ 6,400.00 | \$ 1.49 | \$ 9,536.00 | \$ 1.35 | \$ 8,640.00 | \$ 1.00 | \$ 6,400.00 | \$ 1.64 | \$ 10,496.00 | \$ 0.85 | \$ 5,440.00 | \$ - | \$ - | \$ - | \$ - |
| R-4 | Subbase Course - Type 2, Complete | 4,000 | CY | \$ 37.52 | \$ 150,080.00 | \$ 41.00 | \$ 164,000.00 | \$ 37.00 | \$ 148,000.00 | \$ 42.00 | \$ 168,000.00 | \$ 35.41 | \$ 141,640.00 | \$ 42.00 | \$ 168,000.00 | \$ - | \$ - | \$ - | \$ - |
| R-5 | Asphalt Base Course, 37.5 F9 | 1,500 | TON | \$ 74.00 | \$ 111,000.00 | \$ 72.00 | \$ 108,000.00 | \$ 113.00 | \$ 169,500.00 | \$ 66.00 | \$ 99,000.00 | \$ 80.32 | \$ 120,480.00 | \$ 96.00 | \$ 144,000.00 | \$ - | \$ - | \$ - | \$ - |
| R-6 | Asphalt Binder Course, 19.0 F9 | 1,200 | TON | \$ 72.00 | \$ 86,400.00 | \$ 75.00 | \$ 90,000.00 | \$ 110.00 | \$ 132,000.00 | \$ 69.00 | \$ 82,800.00 | \$ 85.44 | \$ 102,528.00 | \$ 95.00 | \$ 114,000.00 | \$ - | \$ - | \$ - | \$ - |
| R-7 | Asphalt Top Course, 9.5 F2 | 600 | TON | \$ 88.00 | \$ 52,800.00 | \$ 88.00 | \$ 52,800.00 | \$ 128.00 | \$ 76,800.00 | \$ 80.00 | \$ 48,000.00 | \$ 105.59 | \$ 63,354.00 | \$ 110.00 | \$ 66,000.00 | \$ - | \$ - | \$ - | \$ - |
| R-8 | Diluted Tack Coat | 300 | GAL | \$ 9.00 | \$ 2,700.00 | \$ 5.80 | \$ 1,740.00 | \$ 9.00 | \$ 2,700.00 | \$ 25.00 | \$ 7,500.00 | \$ 10.83 | \$ 3,249.00 | \$ 19.00 | \$ 5,700.00 | \$ - | \$ - | \$ - | \$ - |
| R-9 | Asphalt Price Adjustment | 7,500 | DC | \$ 1.00 | \$ 7,500.00 | \$ 1.00 | \$ 7,500.00 | \$ 1.00 | \$ 7,500.00 | \$ 1.00 | \$ 7,500.00 | \$ 1.00 | \$ 7,500.00 | \$ 1.00 | \$ 7,500.00 | \$ - | \$ - | \$ - | \$ - |
| R-10 | White Preformed Reflectorized Pavement Stripe | 3,600 | LF | \$ 0.95 | \$ 3,420.00 | \$ 0.91 | \$ 3,276.00 | \$ 0.91 | \$ 3,276.00 | \$ 0.82 | \$ 2,952.00 | \$ 0.99 | \$ 3,564.00 | \$ 1.10 | \$ 3,960.00 | \$ - | \$ - | \$ - | \$ - |
| R-11 | Yellow Preformed Reflectorized Pavement Stripe | 3,600 | LF | \$ 0.95 | \$ 3,420.00 | \$ 0.91 | \$ 3,276.00 | \$ 0.91 | \$ 3,276.00 | \$ 0.82 | \$ 2,952.00 | \$ 0.99 | \$ 3,564.00 | \$ 1.10 | \$ 3,960.00 | \$ - | \$ - | \$ - | \$ - |
| R-12 | Furnish and Install Box Beam Guide Rail, Complete | 350 | LF | \$ 89.00 | \$ 31,150.00 | \$ 100.00 | \$ 35,000.00 | \$ 72.00 | \$ 25,200.00 | \$ 86.00 | \$ 30,100.00 | \$ 95.58 | \$ 33,453.00 | \$ 72.00 | \$ 25,200.00 | \$ - | \$ - | \$ - | \$ - |
| ST-1 | Furnish and Install 12 Inch Diameter SICPP Storm Sewer, Complete | 80 | LF | \$ 75.00 | \$ 6,000.00 | \$ 85.00 | \$ 6,800.00 | \$ 42.00 | \$ 3,360.00 | \$ 50.00 | \$ 4,000.00 | \$ 51.50 | \$ 4,120.00 | \$ 110.00 | \$ 8,800.00 | \$ - | \$ - | \$ - | \$ - |
| ST-2 | Furnish and Install 24 Inch Diameter SICPP Storm Sewer, Complete | 60 | LF | \$ 100.00 | \$ 6,000.00 | \$ 152.00 | \$ 9,120.00 | \$ 70.00 | \$ 4,200.00 | \$ 90.00 | \$ 5,400.00 | \$ 101.00 | \$ 6,060.00 | \$ 170.00 | \$ 10,200.00 | \$ - | \$ - | \$ - | \$ - |
| ST-3 | Furnish and Install 42 Inch Diameter SICPP Storm Sewer, Complete | 140 | LF | \$ 210.00 | \$ 29,400.00 | \$ 270.00 | \$ 37,800.00 | \$ 142.00 | \$ 19,880.00 | \$ 200.00 | \$ 28,000.00 | \$ 190.00 | \$ 26,600.00 | \$ 240.00 | \$ 33,600.00 | \$ - | \$ - | \$ - | \$ - |
| A-1 | Field Change Allowance | 1 | LS | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| C-1 | Compaction Testing Allowance | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Base Bid A | | | | | \$ 852,670.00 | | \$ 898,548.00 | | \$ 1,134,250.00 | | \$ 993,454.00 | | \$ 1,016,408.00 | | \$ 1,122,360.00 | \$ - | \$ - | \$ - | \$ - |
| Base Bid B: Onsite Water Main | | | | | | | | | | | | | | | | | | | |
| G-1 | Mobilization (shall not exceed 3%) | 1 | LS | \$ 7,000.00 | \$ 7,000.00 | \$ 22,000.00 | \$ 22,000.00 | \$ 16,253.00 | \$ 16,253.00 | \$ 23,500.00 | \$ 23,500.00 | \$ 8,750.00 | \$ 8,750.00 | \$ 25,000.00 | \$ 25,000.00 | \$ - | \$ - | \$ 20,000.00 | \$ 20,000.00 |
| G-2 | Maintenance and Protection of Traffic Including Signs and Flagperson | 1 | LS | \$ 350.00 | \$ 350.00 | \$ 4,700.00 | \$ 4,700.00 | \$ 25,971.00 | \$ 25,971.00 | \$ 17,000.00 | \$ 17,000.00 | \$ 9,606.00 | \$ 9,606.00 | \$ 24,000.00 | \$ 24,000.00 | \$ - | \$ - | \$ 2,500.00 | \$ 2,500.00 |
| G-3 | Erosion Control | 1 | LS | \$ 100.00 | \$ 100.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 13,003.00 | \$ 13,003.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 3,150.00 | \$ 3,150.00 | \$ 3,800.00 | \$ 3,800.00 | \$ - | \$ - | \$ 1,000.00 | \$ 1,000.00 |
| G-4 | Select Granular Fill | 100 | CY | \$ 50.00 | \$ 5,000.00 | \$ 31.00 | \$ 3,100.00 | \$ 81.00 | \$ 8,100.00 | \$ 30.00 | \$ 3,000.00 | \$ 60.50 | \$ 6,050.00 | \$ 29.00 | \$ 2,900.00 | \$ - | \$ - | \$ 35.00 | \$ 3,500.00 |
| W-1A | Furnish and Install 12 Inch PVC DR-18 Water Main, Complete | 5,500 | LF | \$ 84.25 | \$ 463,375.00 | \$ 85.70 | \$ 471,350.00 | \$ 87.00 | \$ 478,500.00 | \$ 70.00 | \$ 385,000.00 | \$ 97.50 | \$ 536,250.00 | \$ 95.00 | \$ 522,500.00 | \$ - | \$ - | \$ 78.00 | \$ 429,000.00 |
| W-1B | Furnish and Install 10 Inch PVC DR-18 Water Main, Complete | 20 | LF | \$ 100.00 | \$ 2,000.00 | \$ 263.00 | \$ 5,260.00 | \$ 342.00 | \$ 6,840.00 | \$ 155.00 | \$ 3,100.00 | \$ 111.75 | \$ 2,235.00 | \$ 140.00 | \$ 2,800.00 | \$ - | \$ - | \$ 85.00 | \$ 1,700.00 |
| W-2 | Horizontal Directional Drill 12 Inch Diameter DR-9 HDPE Water Main, Complete | 180 | LF | \$ 229.00 | \$ 41,220.00 | \$ 308.00 | \$ 55,440.00 | \$ 330.00 | \$ 59,400.00 | \$ 200.00 | \$ 36,000.00 | \$ 300.00 | \$ 54,000.00 | \$ 400.00 | \$ 72,000.00 | \$ - | \$ - | \$ 325.00 | \$ 58,500.00 |
| W-3A | Furnish and Install 12 Inch Gate Valve, Complete | 12 | EA | \$ 3,000.00 | \$ 36,000.00 | \$ 4,450.00 | \$ 53,400.00 | \$ 4,415.00 | \$ 52,980.00 | \$ 5,000.00 | \$ 60,000.00 | \$ 3,900.00 | \$ 46,800.00 | \$ 3,250.00 | \$ 39,000.00 | \$ - | \$ - | \$ 4,000.00 | \$ 48,000.00 |
| W-3B | Furnish and Install 10 Inch Gate Valve, Complete | 1 | EA | \$ 2,400.00 | \$ 2,400.00 | \$ 4,200.00 | \$ 4,200.00 | \$ 3,050.00 | \$ 3,050.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 3,440.00 | \$ 3,440.00 | \$ 2,600.00 | \$ 2,600.00 | \$ - | \$ - | \$ 3,000.00 | \$ 3,000.00 |
| W-4 | Furnish and Install Hydrant Assemblies, Complete | 6 | EA | \$ 6,900.00 | \$ 41,400.00 | \$ 7,700.00 | \$ 46,200.00 | \$ 7,928.00 | \$ 47,568.00 | \$ 9,000.00 | \$ 54,000.00 | \$ 7,250.00 | \$ 43,500.00 | \$ 5,750.00 | \$ 34,500.00 | \$ - | \$ - | \$ 8,000.00 | \$ 48,000.00 |
| W-5 | Dry Connection to Existing 12 Inch Water Main, Complete | 1 | EA | \$ 5,000.00 | \$ 5,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 3,601.00 | \$ 3,601.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 2,700.00 | \$ 2,700.00 | \$ 4,800.00 | \$ 4,800.00 | \$ - | \$ - | \$ 5,000.00 | \$ 5,000.00 |
| W-6 | Furnish and Install 2 Inch Permanent Blow Off Assembly, Complete | 3 | EA | \$ 1,900.00 | \$ 5,700.00 | \$ 3,500.00 | \$ 10,500.00 | \$ 7,637.00 | \$ 22,911.00 | \$ 5,000.00 | \$ 15,000.00 | \$ 11,200.00 | \$ 33,600.00 | \$ 4,750.00 | \$ 14,250.00 | \$ - | \$ - | \$ 2,000.00 | \$ 6,000.00 |
| W-7 | Furnish and Install Meter/Check Valve Vault, Complete | 1 | EA | \$ 58,000.00 | \$ 58,000.00 | \$ 65,000.00 | \$ 65,000.00 | \$ 82,000.00 | \$ 82,000.00 | \$ 195,000.00 | \$ 195,000.00 | \$ 75,800.00 | \$ 75,800.00 | \$ 80,000.00 | \$ 80,000.00 | \$ - | \$ - | \$ 95,000.00 | \$ 95,000.00 |
| ST-2 | Furnish and Install 12 Inch Diameter SICPP Storm Sewer, Complete | 60 | LF | \$ 80.00 | \$ 4,800.00 | \$ 73.00 | \$ 4,380.00 | \$ 91.00 | \$ 5,460.00 | \$ 70.00 | \$ 4,200.00 | \$ 62.70 | \$ 3,762.00 | \$ 150.00 | \$ 9,000.00 | \$ - | \$ - | \$ 100.00 | \$ 6,000.00 |
| A-1 | Field Change Allowance | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ - | \$ - | \$ 5,000.00 | \$ 5,000.00 | |
| C-1 | Compaction Test Allowance | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ - | \$ - | \$ 5,000.00 | \$ 5,000.00 | |
| Total Base Bid B | | | | | \$ 682,345.00 | | \$ 760,530.00 | | \$ 835,637.00 | | \$ 817,800.00 | | \$ 839,643.00 | | \$ 847,150.00 | \$ - | \$ - | \$ 5,000.00 | \$ 737,200.00 |
| Base Bid C: Sanitary Sewer, Holding Tank and Pump Station | | | | | | | | | | | | | | | | | | | |
| G-1 | Mobilization (shall not exceed 3%) | 1 | LS | \$ - | \$ - | \$ 7,000.00 | \$ 7,000.00 | \$ 11,700.00 | \$ 11,700.00 | \$ 8,200.00 | \$ 8,200.00 | \$ 3,950.00 | \$ 3,950.00 | \$ 7,500.00 | \$ 7,500.00 | \$ - | \$ - | \$ 7,500.00 | \$ 7,500.00 |
| G-2 | Maintenance and Protection of Traffic Including Signs and Flagperson | 1 | LS | \$ - | \$ - | \$ 1,300.00 | \$ 1,300.00 | \$ 17,090.00 | \$ 17,090.00 | \$ 13,000.00 | \$ 13,000.00 | \$ 2,400.00 | \$ 2,400.00 | \$ 6,400.00 | \$ 6,400.00 | \$ - | \$ - | \$ 1,000.00 | \$ 1,000.00 |
| G-3 | Erosion Control | 1 | LS | \$ - | \$ - | \$ 1,800.00 | \$ 1,800.00 | \$ 3,900.00 | \$ 3,900.00 | \$ 2,500.00 | \$ 2,500.00 | \$ - | \$ - | \$ 860.00 | \$ 860.00 | \$ - | \$ - | \$ 1,000.00 | \$ 1,000.00 |
| G-4 | Select Granular Fill | 100 | CY | \$ - | \$ - | \$ 31.00 | \$ 3,100.00 | \$ 68.00 | \$ 6,800.00 | \$ 30.00 | \$ 3,000.00 | \$ 61.00 | \$ 6,100.00 | \$ 28.00 | \$ 2,800.00 | \$ - | \$ - | \$ 35.00 | \$ 3,500.00 |
| S-1 | Furnish & Install 16,000 Gallon Sanitary Sewer Holding Tank & Pump Station, Complete | 1 | LS | \$ - | \$ - | \$ 151,000.00 | \$ 151,000.00 | \$ 150,936.00 | \$ 150,936.00 | \$ 226,000.00 | \$ 226,000.00 | \$ 210,000.00 | \$ 210,000.00 | \$ 210,000.00 | \$ 210,000.00 | \$ - | \$ - | \$ 195,000.00 | \$ 195,000.00 |
| S-2 | Furnish and Install 12 Inch SDR 21 PVC Sanitary Sewer, Complete | 160 | LF | \$ - | \$ - | \$ 229.00 | \$ 36,640.00 | \$ 258.00 | \$ 41,280.00 | \$ 185.00 | \$ 29,600.00 | \$ 95.00 | \$ 15,200.00 | | | | | | |

Phillips Lytle 2022 contract for STAMP related work

Discussion: Phillips Lytle has prepared a proposal to cover the scope of work for 2022 as it relates to Tech Team support for the off-site sewer permitting and wetland permitting, the wastewater treatment facility permitting, and force main installation as well as the new water main from Niagara County.

Fund Commitment: Not to exceed \$238,000 to be included in the \$8 million.

Board Action Request: Recommend approval to the full Board of Phillips Lytle contract not to exceed \$238,000.



Phillips Lytle LLP

VIA EMAIL
PRIVILEGED & CONFIDENTIAL
Mark A. Masse
Senior Vice President of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, NY 14020

January 7, 2022

Re: Proposed Supplement to Engagement Letter for STAMP Project -
Scope of Work for STAMP Project Support

Dear Mark:

Thank you very much for the opportunity to continue to assist the Genesee County Economic Development Center (and Genesee Gateway Local Development Corporation) with the STAMP Project. The purpose of this letter is to supplement our existing engagement letters (collectively, the "Engagement Letter") relating to STAMP. This supplement describes generally work for STAMP Project Support through end of this calendar year. Estimated legal fees for same are set forth on the attached "Updated Scope of Work". Upon receipt of your approval, we will bill you on a monthly basis for such work as fees 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

Adam S. Walters, Esq.

cc: Douglas W. Dimitroff (via email)

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

By _____

Mark A. Masse, Senior Vice President of Operations

Date _____, 2022

ATTORNEYS AT LAW

ADAM S. WALTERS, PARTNER DIRECT 716 847 7023 AWALTERS@PHILLIPSLYTTLE.COM

ONE CANALSIDE 125 MAIN STREET BUFFALO, NY 14203-2887 PHONE 716 847 8400 FAX 716 852 6100

NEW YORK: ALBANY, BUFFALO, CHAUTAUQUA, GARDEN CITY, NEW YORK, ROCHESTER | WASHINGTON, DC | CANADA: WATERLOO REGION | PHILLIPSLYTTLE.COM

**STAMP Project - 01/07/2022 Supplement to Phillips Lytle Engagement Letter
Additional "Updated Scope of Work"
STAMP Project Support**

- I. **Additional STAMP Support:** GCEDC is involved in various review and approval processes for STAMP infrastructure projects including the on-site waste water treatment plant and force main, new water main from Niagara County, powerline reroute, and Crosby Road improvements. These projects require approvals from various governmental agencies including the U.S. Army Corps of Engineers, the Niagara County Water District, and the New York State Department of Environmental Conservation. In addition, the GCEDC is engaged in on-going consultation to the Tonawanda Seneca Nation and must fulfill various obligations pursuant to a settlement agreement with the Nation related to the Plug Power Project. Phillips Lytle will represent and assist GCEDC relative to the foregoing matters on an as needed basis. Phillips Lytle will also represent and assist GCEDC relative to any necessary local (Town) permitting approvals for STAMP Infrastructure.

Est. Legal Fees: \$238,000*

* the foregoing scope of work and fees do not include assistance with any formal challenges to or litigation relating to the STAMP Site; and the estimated legal fees cover this scope of work through December 31, 2022.

Doc #10154957.1

UB Proposal for site work observation for lay down area

Discussion: The GCEDC has requested a quote from UB for site work observation services related to earth work for the lay down area. This quote is on a per day basis with an estimated time frame of 15 days to complete the earth work. The quote is for 18 days so there is some room if the project goes a little longer (the contractor estimated 18 days to complete the entire project).

Fund Commitment: Not to exceed \$11,700 to be included in the \$33 million.

Board Action Request: Recommend approval to the full Board of UB contract not to exceed \$11,700 if needed.

UB ARCHAEOLOGICAL SURVEY SERVICES AGREEMENT

| | |
|---|--|
| The Research Foundation for the State University of New York ("Foundation") on behalf of the University at Buffalo ("University") Address: 520 Lee Entrance, Suite 211, Amherst, NY 14228-2567 Phone: 716-645-2634 Fax: 716-645-2760 | Company ("Company") Genesee County Economic Development Center Address: 99 MedTech Drive, Suite 106 Batavia, NY 14020 Phone: (585) 343-4866, ext. 17 Fax: (585) 343-0848 |
| +University Information Name: The Archaeological Survey of the State University of New York at Buffalo Address: 380 MFAC, Ellicott Complex Buffalo, New York, 14261-0026 Contact: Douglas J. Perrelli, Ph.D., RPA Email: perrelli@buffalo.edu Phone: (716) 645-2297 | Send invoice to: Genesee County Economic Development Center Attn: Mark A. Masse, CPA Senior Vice President of Operations Address: 99 MedTech Drive, Suite 106 Batavia, NY 14020 Phone: (585) 343-4866, ext. 17 |
| Make checks payable to: The Research Foundation for the State University of New York | |

PURPOSE

Company desires and Foundation is willing to perform the work as described below ("Work") for COMPANY ("Company"):
 Work description is as described in the scope of work ("Scope of Work"), which is attached as Exhibit A hereto and made part of this Agreement.

Such Work is in the mutual interest and benefit of Foundation and Company and will further the educational and research purposes of University. The Work will begin within seven (7) days of receiving an executed copy this Services Agreement (the "Agreement").

TERMS

Company agrees to the following conditions concerning the Work:

1. **Reports.** Company will own all data and reports generated by Foundation in performance of the Work ("Deliverables"). Company hereby grants Foundation a nonexclusive license to use all data for noncommercial research and educational purposes subject to the confidentiality restrictions of this Agreement.
2. **Confidentiality.** "Confidential Information" means any Company-provided materials, written information and data marked "Confidential" or non-written information and data disclosed which is identified at the time of disclosure as confidential and is reduced to writing and transmitted to Foundation within thirty (30) days of such non-written disclosure. Foundation hereby agrees to use the same degree of care it uses to protect its own confidential information to a) maintain for a period of five (5) years the confidential information obtained from Company pursuant to this Agreement and sent to the University Service Center Contact listed above; and b) maintain as confidential any data arising out of the Work until Company has had the opportunity to review the same. Publications, if any, will be limited to new scientific information regarding the Work performed and Foundation will use reasonable efforts not to disclose proprietary processes or methods of Company or the nature or composition of materials provided by Company. Foundation will provide company with thirty (30) days to review any manuscripts or proposed publications arising out of Work. Foundation's obligations hereunder do not apply to information in the public domain, or independently known or obtained by Foundation.
3. **Payment.** Company will pay the Foundation for the Work performed in accordance with the terms set forth in Exhibit A.
4. **Warranties and Indemnification.** Except as otherwise expressly set forth herein, Foundation makes no representations and extends no warranties of any kind, either express or implied, including, but not limited to, any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranties related to work, data or reports. All materials Foundation provides under this agreement are provided "as-is". No warranty or representation is made that anything made, used, generated, developed, sold or commercially transferred under the terms of this agreement will be free from infringement of any third party patents or copyrights. In no event will Foundation be liable for any incidental, special or consequential damages resulting from the use of the data, including for lost profits, lost data or downtime, whether or not Foundation has been advised of the possibility of such damages. Company agrees to indemnify and hold harmless the Foundation, the State University of New York, and the State of New York against any and all claims, damage and expenses of whatsoever nature arising from, growing out of or related to the negligence or intentional wrongdoing of Company or Company's use of Deliverables.

5. **Independent Contractor.** Foundation is performing the Work and duties under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venture with Company.
6. **Export Control.** Foundation will not accept export-controlled materials or technical information under this Agreement. Company warrants that material and technical information provided to Foundation are not subject to U.S. Export Control laws.
7. **Entire Agreement.** This Agreement and the attached Scope of Work contain the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writing between the parties on the subject matter of this Agreement. If there is any conflict between the terms of the Scope of Work and this Agreement, this Agreement will control. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of such document are hereby deleted in their entirety. This Agreement may not be amended in any manner except by an instrument in writing signed by the parties.
8. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, or other electronic transmission by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile, email, or other electronic means as if the original had been received, and the parties may execute the Agreement using electronic or digital signatures

COMPANY

By _____
Name:

Title:

Date:

FOUNDATION

By _____
Name:

Title:

Date:

Exhibit A: Scope of Work

Project Name: Task 22.04 Archaeological monitoring for construction activities for a 5 ac gravel area in the STAMP development area, Genesee County, New York, for Genesee County Economic Development Center.

Work to be Performed: The Archaeological Survey of the State University of New York at Buffalo will conduct full and half-days of archaeological monitoring for a set fee that includes travel and on-site construction monitoring of construction work by a single qualified professional archaeologist. The goal will be to determine National Register eligibility potential of any archaeological deposits identified during the construction monitoring. We will conduct surface inspection of all exposed soil surfaces with some subsurface testing in the form of trowel scraping of soil stains to explore their archaeological potential. Soil stains will be photographed. Stains that can be ruled out as cultural features will not be documented further. Soils stains that appear to be cultural features will need to be excavated separately at additional cost. Following the completion of fieldwork, a brief report detailing the various aspects of the study will be produced for sponsor and agency review. All work is intended to comply with State Historic Preservation Office (SHPO) and New York Archaeological Council (NYAC) standards.

Cost of Work to be Performed: The fixed cost for one full day (7.5 hours) of on-site construction monitoring in the STAMP project area is **\$ 650.00** and covers all SHPO and THPO consultation, travel, fieldwork, end-of-field letter report and EOF report upload to OPRHP/CRIS. The fixed cost for one half-day (4 hours) of on-site construction monitoring in the STAMP project area is **\$ 350.00** and covers all SHPO and THPO consultation, travel, fieldwork, end-of-field letter report and EOF report upload to OPRHP/CRIS. **This project budget assumes 18 full days of monitoring for planning purposes, resulting in a not-to-exceed cost estimate of \$ 11,700.**

Period of Performance: Project work as outlined above can begin within 7 days of notice to proceed. Client requests project fieldwork to begin on or about February 1, 2022 and take up to 18 days. An end-of-field report briefly summarizing the results of the monitoring work will be issued within 3 weeks of the completion of fieldwork.

Payment Terms: An invoice for payment in full for the services performed will be issued upon completion of the DRAFT final report on the date it is sent to for your review. Installment payments to cover on-going field work costs will be requested monthly for projects that last for more than one month and will be itemized to reflect each half and full day of work performed. Payment is due within 30 days from the date of the invoice. Payments should be sent to:

The Research Foundation for the State University of New York
The UB Commons Suite 211
520 Lee Entrance
Amherst, NY 14228-2567