

Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, May 3, 2023 - 8:00 a.m.
 Location: 99 MedTech Drive, Innovation Zone

Page #'s	Topic	Discussion Leader	Desired Outcome
	1. Call to Order – Enter Public Session	P. Zelif	
	1a. Executive Session Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: 1. Discussions regarding proposed, pending or current litigation. 2. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. 3. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof. 1b. Enter Public Session	P. Zelif	
2-5	2. Chairman's Report & Activities 2a. Agenda Additions / Deletions / Other Business 2b. Minutes: March 29, 2023	P. Zelif	Vote
6-7	3. Discussions / Official Recommendations to the Board: 3a. NYISO Facilities Study Payment	M. Masse	Disc / Vote
8-22	3b. Contract with RLC Engineering	M. Masse	Disc / Vote
23	3c. Easement Approvals	M. Masse	Disc / Vote
24-25	3d. Keeler Change Order – Laydown Area & Hold & Haul Tank Installation	M. Masse	Disc / Vote
26	3e. 805 Lewiston Road House Transfer	M. Masse	Disc / Vote
27-28	3f. National Grid Engineering to Provide Service to WWTF	M. Masse	Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting
Wednesday, March 29, 2023
Location: 99 MedTech Drive, Innovation Zone
8:00 a.m.

MINUTES

ATTENDANCE

Committee Members: C. Kemp, M. Clattenburg, C. Yunker
Staff: M. Masse, J. Krencik, L. Casey, L. Farrell, S. Hyde, C. Suozzi
Guests: M. Fitzgerald (Phillips Lytle/Video Conference), M. Landers (County Manager)
Absent: P. Zelif

1. Call to Order / Enter Public Session

C. Yunker called the meeting to order at 8:02 a.m. in the Innovation Zone.

1a. Executive Session

C. Kemp made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:04 a.m., for the following reasons:

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

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

1b. Re-Enter Public Session

M. Clattenburg made a motion to enter back into public session at 8:36 a.m., seconded by C. Kemp and approved by all.

2. Chairman's Report & Activities

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

2b. Minutes: February 28, 2023

C. Kemp made a motion to approve the February 28, 2023 minutes; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zelif - Absent
C. Yunker - Yes

M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Phillips Lytle for Business Park Association Formation – Phillips Lytle has prepared a proposal to cover the scope of work for the formation of the Business Park Association for STAMP. This amount can be included in with the common area charges that companies at STAMP would pay their portion of based on acreage owned versus total developable acreage at the site.

M. Masse stated that there is language included in the Purchase and Sale Agreements with Plug Power and Edwards Vacuum that states they may be responsible for Common Area Maintenance charges for the Association.

Fund Commitment: Not to exceed \$35,000 to be paid out of operational funds.

Board Action Request: Recommend approval to the full Board of Phillips Lytle contract not to exceed \$35,000.

M. Clattenburg made a motion to recommend to the full Board the approval of the Phillips Lytle contract for the Business Park Association Formation not to exceed \$35,000 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

3b. Survey for Edwards Genesee Real Estate Transactions – The GCEDC asked three companies for bids to survey the two parcels that are covered under the PSA and the Ground Lease agreement with Edwards:

The Instrument Survey Map shall show acreage inclusive of the rights of way, if any, show all recorded encumbrances, meet all the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and be certified as an ALTA/NSPS survey. The Instrument Survey Map shall be certified to meet the standard requirements of the Genesee County Bar Association and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the Property is located.

The PSA calls for Edwards to reimburse us for the survey up to \$2,500.

The results of the bids are as follows:

1. Bid of \$7,760 – Frandina Engineering and Land Surveying
2. Bid of \$6,500 - Welch & O'Donoghue
3. Townsend & Lamendola declined to bid

DRAFT

Fund Commitment: Not to exceed \$6,500 to Welch & O'Donoghue for STAMP survey work from operating funds.

Board Action Request: Approval of survey contract for STAMP.

M. Clattenburg made a motion to recommend to the full Board the approval of the survey work by Welch & O'Donoghue not to exceed \$6,500 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

3c. General Services Agreement with CC Environment & Planning – As the GCEDC continues to work on permitting the STAMP site there are issues that arise in dealing with the DEC. This contract will allow the GCEDC to utilize CC Environment and Planning's historical knowledge of STAMP as well as their environmental knowledge to move through and respond to any issues/concerns that the DEC may bring up. This will also cover their oversight of the tree planting for north of the substation access road.

Fund Commitment: \$30,000 to be covered under the \$8 million.

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

M. Clattenburg made a motion to recommend to the full Board the approval of the CC Environment & Planning contract not to exceed \$30,000 as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

3d. Access Agreement for Construction Parking Area for Plug Power - As part of their construction of their hydrogen facility, Plug Power would like to utilize the approximate 6.5 acre parcel directly to the south of their site as a construction parking area. Plug Power will be responsible for all DEC permits (except the Part 182) and compliance.

Plug Power will make a one-time payment to the GCEDC in the amount of \$10,000 for the access agreement.

Fund Commitment: None.

Committee Action Request: Recommend approval of access agreement.

2b

4

DRAFT

M. Clattenburg made a motion to recommend to the full Board the approval of the access agreement for Plug Power as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

4. Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 10:36 a.m., seconded by C. Kemp and passed unanimously.

Mark Masse

STAMP Committee
May 3, 2023

NYISO facilities study

Discussion: The GCEDC has elected to proceed to the System Reliability Impact Study with the New York Independent Systems Operators to increase the mW available at STAMP from 300 to 600. The NYISO is requiring a good faith estimate of cost and time for this study of \$150,000 and to be completed in 150 days from the date upon which NYISO finalizes the base cases as required by the approved Study Scope.

Fund commitment: Not to exceed \$150,000 covered under the existing \$8 million NYESD grant.

Committee action request: Recommend approval to the full Board to pay a not to exceed amount of \$150,000 for the System Reliability Impact Study.

Mark Masse

From: Katie Amsler <kamsler@nyiso.com> on behalf of Katie Amsler
Sent: Monday, April 3, 2023 3:29 PM
To: mmasse@gcedc.com; carol.muessigbrodt@nationalgrid.com;
nyisointerconnectionrequests@nationalgrid.com; xia.jiang@nypa.gov;
khin.swe@nypa.gov; farid.chagla@ieso.ca; icpc@nyiso.com
Subject: Q#1484- 580 STAMP load increase- SRIS Cost Estimate and Schedule
Attachments: Qxxx_ProjName_Modeling_Data_Request_R15.docx

Mark Masse,

The Developer has elected to proceed to the System Reliability Impact Study, the good faith estimate of cost and time for this study is: \$150,000 and 150 days from the date upon which NYISO finalizes the base cases as required by the approved Study Scope.

The Developer has 15 business days to provide the System Impact Study deposit of \$150,000 and data (form attached). Please complete Section 4, and Section 2 if applicable. Please submit this no later than 4/24/23.

Please contact ICPC@nyiso.com if you have any questions.

CC: Carol Muessigbrodt
CC: NGrid Interconnection
CC: Xia Jiang
CC: Khin Swe
CC: Farid Chagla



RLC Engineering

Discussion: The GCEDC has previously completed a SIS study and facility study to enable the STAMP site with up to 300 mw. RLC Engineering was involved as a subconsultant of Black & Veatch for that study. The GCEDC has requested a contract from RLC to assist with the submittal of documentation as well as any on call services in relation to the NYSIO and any information that they may need to complete the study.

Fund commitment: Not to exceed \$15,000 covered under the existing \$8 million NYESD grant.

Committee action request: Recommend approval to the full Board to pay a not to exceed amount of \$15,000 to RLC Engineering for support for the System Reliability Impact Study.



GENERAL CONSULTING PROPOSAL
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

APRIL 25, 2023

EMPOWERING ENERGY SOLUTIONS
for the future...today



GENERAL CONSULTING

To: Mark Masse
Senior Vice President of Operations
Genesee County Economic
Development Center
99 MedTech Drive Suite 106
Batavia, NY 14020
Phone: (585) 343-4866 x17

From: Jenna Hirshfeld
Project Manager
RLC Engineering, PLLC
360 US Route 1
Falmouth, ME 04105
Phone: 207-621-1077 x239

Introduction:

On behalf of RLC Engineering, PLLC (RLC), we are pleased to present Genesee County Economic Development Center (GCEDC) with our General Consulting agreement to provide engineering and advisory services.

Scope of Work:

General Consulting Support:

\$15,000 (T&E)

RLC to provide General Consulting on an as needed basis for GCEDC on a Time and Expense fee for a value up to \$15,000. This includes completion of the Modeling Data Request forms.

Clarifications & Assumptions:

1. RLC is not responsible for performance metrics or LDs of any type.
2. At notice to proceed RLC will commence work to complete the items described above.

Out-of-pocket expenses, including travel, meals and living expenses, express mailing costs, and reproduction and printing services, should they be required, will be billed at actual cost.

RLC appreciates the opportunity to provide Consulting Services to GCEDC. The structure of this agreement, as referenced above, is in accordance with the attached Purchase Order and Terms and Conditions. This proposal is valid for 60 days from the proposal date. Should you require further information, please contact me at 207-621-1077, x239. We look forward to working with GCEDC on this project.

Jenna Hirshfeld

Jenna Hirshfeld
Project Manager

If the proposal above is agreed upon, please have an authorized representative sign below as a notice to proceed the work.

**Genesee County Economic Development
Center**

RLC Engineering, PLLC

Name:

Name:

Title:

Title:

Date:

Date:

TERMS & CONDITIONS

These Terms and Conditions serve as the governing document regarding the work and relationship outlined in the attached RLC Purchase Order executed by RLC Engineering, PLLC ("Consultant") and Genesee County Economic Development Center ("Client").

The parties, for mutual consideration and promises given, agree as follows:

Section 1. Services

Consultant shall provide services as described in the Purchase Order.

Section 2. Price and Terms of Payment

The Client agrees to pay as specified in each specific Client Purchase Order. All charges shall be consistent with the fee schedule described in Exhibit A.

Section 3. Standard of Care

Consultant shall perform its services with care, skill, and diligence in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, plans, information, specifications, and other items and services furnished under this Agreement. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, and regulations in performing its services.

Section 4. Independent Contractor

Consultant shall be an Independent Contractor. Consultant shall supervise the performance of its own services and shall have control of the manner and means by which its services are performed,

subject to compliance with this Agreement and any plans, specifications, schedules, or other items approved by the Client.

Section 5. Assignment

Consultant shall not subcontract or assign this Agreement, or otherwise dispose of its right, title, or interest therein or any part thereof to any person, without obtaining the prior written consent of the Client.

Section 6. Indemnity

Consultant shall indemnify, defend and hold Client, its owners, managers and employees, harmless against all direct losses, damage, claims or demands including all attorney's fees, of every kind and character, arising in favor of consultant or any third party (including personnel furnished by Consultant or any subcontractor to Consultant), whether for injury or damage to persons, loss of life or damage to property, arising out of, or claimed to arise out of or in any way connected with work performed pursuant to this Agreement by Consultant or by its employees, agents or independent contractors, but only to the extent caused by the gross negligence or willful misconduct of Consultant. Where both Client and Consultant are found to be negligent, then Client shall be responsible for its comparative share of all costs.

Under no circumstances shall either party to this Agreement be liable to the other for any indirect, special, consequential incidental or punitive damages of any kind, including loss of use. Except for claims of indemnification, and claims arising from Consultant's breach of confidentiality, Consultant shall not be liable to Client for more than the amounts paid and payable by Client to Consultant hereunder.

Section 7. No Third Party Beneficiary Rights

No provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third party beneficiary of the Contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 8. Insurance

a) Consultant shall purchase and maintain such insurance as will protect Consultant from the losses or claims set forth below which may arise out of or result from Consultant's performance or obligations to perform under the Contract, whether such performance is by Consultant or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable:

1. claims under workers' compensation;
2. claims for damages for bodily injury, occupational sickness or disease, or death of Engineer's employee;
3. claims for damages insured by personal injury liability coverage;
4. claims for damages for injury to or destruction of tangible property;

b) The insurance required by the preceding paragraph shall be written for not less than the following limits or as required by law, whichever is greater.

LIABILITY COVERAGES

Commercial General Liability (Required):

- Each Occurrence
 - o \$1,000,000
- Medical Expenses
 - o \$5,000

- Personal & Adverse Injury
 - o \$1,000,000
- General Aggregate
 - o \$2,000,000
- Products – Completed Operations Aggregate
 - o \$2,000,000

ADDITIONAL LIABILITY COVERAGES

Workers' Compensation & Employers' Liability (Statutory)

Employer's Liability – Each Accident

- o \$1,000,000

Employer's Liability / Disease – Each Employee

- o \$1,000,000

Employer's Liability / Disease – Policy Limit

- o \$1,000,000

Automobile Liability – Combined Single Limit

- o \$1,000,000

Professional Liability

- o \$2,000,000

Section 9. Ownership of Documents

All plans, specifications, calculations, reports and other documents prepared by Consultant exclusively for this Agreement (the Work Product) shall become the property of the Client, for Client's use solely on the specified project, upon payment in full of all outstanding invoices. At the Client's request, such documents shall be delivered to the Client upon completion of Consultant's services under this Agreement, or upon any termination of this Agreement.

Client shall indemnify Consultant against any damages or claims resulting from Client's unauthorized use of the Work Product on other sites or projects.

Section 10. Termination or Cancellation

a) The Client may at any time in its sole discretion, cancel this Agreement in whole or in part, by giving written notice of its intention to do so. In the event of such cancellation, Consultant shall be entitled to recover for all services performed prior to the date stated in the

notice upon which such cancellation becomes effective, together with its reasonable documented extra costs incurred by reason of the cancellation. No amount shall be allowed, however, for anticipated profit on unperformed services.

b) By written notice of default to Consultant, Client may terminate this Agreement in whole or in part in any one of the following circumstances:

1. If Consultant fails to perform its obligations under the Contract, or fails to make progress so as to significantly endanger timely completion or performance of the Contract in accordance with its terms, and, Consultant does not cure such failure within thirty (30) days after receipt of written notice from the Client.

2. If Consultant shall: (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of Consultant or of all or a substantial portion of its assets; (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due; (c) make a general assignment for the benefit of creditors; (d) file a petition or answer seeking reorganization or an arrangement with creditors or seek protection of any insolvency law; or (e) take any action for the purpose of effecting any of the foregoing;

c) In the event the Client terminates the Contract in whole or in part for default, the Client shall be entitled to take over and arrange for completion of performance of

Consultant's services. Consultant shall be liable to the Client for all additional costs incurred by the Client for a Contract up to a maximum of 25% over and above the value of the Contract within the established scope of the Contract.

d) Upon receipt of the Notice of Cancellation or Termination, Consultant shall:

1. Immediately discontinue all services unless the notice directs otherwise; and

2. Deliver immediately to the Client all reports, plans, specifications, data, estimates, summaries or other material and information, whether completed or in process, accumulated by Consultant in performance of services.

e) Consultant may terminate this agreement for failure to pay by Client or for any material breach of the Agreement by Client that is not cured within five (5) days of receipt.

Section 11. Suspension

The Client may at any time at its sole option, by notice in writing to Consultant, suspend the performance of all or any portion of the Services. The Client will pay all reasonable and documented costs and expenses incurred by Consultant during any period of suspension, and subsequent start-up, as a result of or relating to such suspension. Reasonable efforts will be made by Consultant to minimize all such costs and expenses. Appropriate adjustments shall be made as required to any Schedules. Upon receipt of written notice to resume work, Consultant shall resume work on the suspended work in accordance with a schedule and compensation agreeable to the Client and Consultant.

Section 12. Dispute Resolution Procedures

If there is a dispute, controversy or claim arising out of or related to this Agreement, the disputing party shall provide the other party with written notice of the dispute and intent to mediate. The parties shall in good faith attempt to mediate the dispute within fifteen (15) days of receipt of that notice. If the parties cannot resolve the issue amongst themselves, the dispute shall be mediated by a mediator mutually chosen by the parties and to occur in Portland, Maine, said mediation to occur within ninety (90) days. If the mediation is unsuccessful, the dispute, controversy or claim arising out of or related to this Agreement or the formation, breach, termination, or invalidity thereof shall be settled by submission to final, binding and non-appealable arbitration in accordance with the rules of the American Arbitration Association as then in effect without any right by any party to a trial *de novo* in a court of competent jurisdiction. The arbitration shall be conducted in Portland, Maine. Each party shall, except as otherwise provided herein, be responsible for its own expenses, including legal fees, incurred in the course of any arbitration proceeding. However the arbitrator may award fees and costs to the prevailing party. Parties seeking arbitration ("the Demanding Party") shall give notice of a demand to arbitrate (hereinafter referred to as "Demand") to the other party, (the "Non-Demanding Party"), and to the Association. The Demand shall include a statement of the nature of the dispute, copies, if any, of all supporting documentation in possession of the Demanding Party, a copy of this Section, and the name of the arbitrator selected by the Demanding Party. Within thirty (30) days after receipt of the Demand, the Non-Demanding Party shall give notice (hereinafter referred to as "Response") to the Demanding Party and to the Association of (i) any additional responses to be arbitrated, (ii) its answer and defenses to the issues raised by the Demanding Party, (iii) copies, if any, of all supporting documentation in the possession of the Non-Demanding Party, and (iv) the name of the

arbitrator selected by the Non-Demanding Party. The two arbitrators selected by the parties shall select a third arbitrator who shall be a lawyer. This third arbitrator shall be the sole and only arbitrator of this dispute. The arbitrator shall proceed with the arbitration by giving notice to all parties of its proceedings and hearings in accordance with the Association's applicable procedures. Within fifty (50) days after the arbitrator has been appointed, an initial meeting among the arbitrator and counsel for the parties shall be held for the purposes of establishing a plan for administration of the arbitration. The parties agree that the arbitrator shall have no power to alter or modify any expressed provision of this Agreement or to render any award which by its terms effects any such alteration or modification. The decision of the arbitrator shall be final and as an award within the meaning of the Association's rules and judgment upon the arbitration award may be entered in the United States District Court for the District of Maine or any other Court having jurisdiction as if it were a judgment of that Court. Notwithstanding the foregoing, the parties specifically reserve the right to seek a temporary judicial restraining order, preliminary or permanent injunction, or other similar equitable relief with respect to (i) a violation of the confidentiality provisions of this Agreement; (ii) any failures by other party to comply with any post-termination obligations for which monetary compensation would not be adequate; (iii) any failure by the arbitrator or any parties to comply with the provisions of the Dispute Resolution Process; (iv) to preserve the status quo or prevent irreparable harm. The jurisdiction venue for any such action shall be Portland, Maine.

Section 13. Excusable Delays

Neither party shall be considered in default in the performance of its obligations herein to the extent that the performance of such obligations are delayed, hindered or prevented by any cause beyond the control of the Parties hereto which they could not have reasonably foreseen and guarded against. The lack of finances shall in no case be deemed to be beyond the control of either Party. Should Consultant be so delayed in the performance of its Services or by any events not occasioned by fault on the part of the Consultant, including failure of the Client to provide its undertakings in accordance with this Agreement, then Consultant shall, within fifteen (15) days from the beginning of such delay, notify the Client in writing of the cause of the delay. Consultant will ascertain the facts and the effect of the delay on the time frames contained herein, and equitable adjustments shall be made by mutual agreement in the time frames and compensation.

Section 14. Client Proprietary Data

Consultant shall treat all documentation and data received from Client marked "Proprietary or Confidential" as proprietary and will maintain it in confidence. The documentation and data shall not be used for any purpose other than Consultant's services to Client. Only the Consultant's employees involved in such work shall be afforded access to the documentation and data, and all such employees shall maintain its confidentiality under the terms hereof. Consultant shall take all necessary steps to ensure that no other persons gain access to the documentation and data except as otherwise agreed herein or consented to in advance in writing by Client subsequent to the date of this Agreement.

The documentation and data shall not be provided to any firm, organization or individual outside Consultant without the prior written consent of Client. Consultant will instruct employees accessing the documentation and data regarding maintenance of the confidentiality of the information so obtained. Only enough copies of

any of the documentation or data to complete a project shall be made without prior written consent of Client.

Notwithstanding the preceding, the subparagraphs of this Section 13 and the restrictions on Consultant contained herein shall not apply to any data and documentation:

- a) which is in the public domain at the time it was disclosed by the Client to Consultant or at any time thereafter; or
- b) which was already known to Consultant at the time of disclosure to Consultant by the Client; or
- c) which is independently developed by Consultant; or
- d) which becomes known to Consultant from a source other than the Client without breach of the Contract by Consultant; or
- e) pursuant to any order of a regulatory body or a court, after five (5) working days notice to the Client.

The terms of this Section 14 shall survive the expiration and/or termination of this Agreement.

Section 15. Pre-Existing Materials and Concealed Conditions.

It is the Client's duty to notify Consultant of any hazards, and Client acknowledges that Consultant has neither created nor contributed to the creation of any hazard. Consultant shall not be responsible for any pre-existing hazardous materials, as well as unforeseen concealed and subsurface conditions, nor shall Consultant be responsible for the remediation of any such conditions, or the handling of any hazardous materials, which shall be owned solely by Client. To the extent that these conditions or materials exist, Client shall indemnify, defend, and hold Consultant harmless from any associated costs.

Section 16. Notices

Any notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class or transmitted electronically:

- a) To Client at:
Genesee County Economic Development
Center
99 MedTech Drive Suite 106
Batavia, NY 14020
Attn: Mark Masse
- b) To Consultant at:
RLC Engineering, PLLC
267 Whitten Road
Hallowell, Maine 04347
Attn: Jenna Hirshfeld

Section 17. Waiver

Waiver of the breach of any terms of this Agreement shall not constitute a waiver of any subsequent breach of that term or a breach of any other provision of this Agreement. Failure of a party to insist upon or to enforce strict performance by the other party of any term of this Agreement shall not be construed as a waiver thereof, or as a relinquishment of the party's right to insist or rely upon such terms or rights on any future occasion. This Agreement may be modified or amended only by written instrument signed by both Client and Consultant.

Section 18. Partial Invalidity

The parties agree that they will perform their obligations hereunder in accordance with all applicable federal, state and local laws, rules and regulations now and hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

Section 19. Successors and Assigns

Each and all of the Covenants and Agreements contained within this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

Section 20. Governing Law

This Agreement is executed within the State of Maine, and this Agreement and the rights of parties hereto shall be governed by the laws applicable to contracts made and to be performed entirely within the State of Maine.

Section 21. Integrated Document

This Agreement supersedes all prior and contemporaneous oral or written communications between the parties related to the terms or subject matter of this Agreement, except such written communications as shall have been incorporated herein by reference. The parties acknowledge that they have not been induced to enter this Agreement by any oral or written representation not expressly incorporated herein by reference. The written terms of this Agreement are intended by the parties to be a final written expression of their agreement with respect to such terms, and as a complete and exclusive statement of the terms of the Agreement between them.

In witness whereof the parties hereto have executed this Agreement as of the year and day first above mentioned.

RLC ENGINEERING, PLLC

GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

2023 CONTRACT RATES

Classification	Rate per hour
Power System Studies	
Manager Power System Studies/ Distribution Planning	\$250
Principal Power System Engineer	\$230
Senior Power System Engineer	\$200
Power System Engineer	\$175
Associate Power System Engineer	\$145
Protection Engineering Services	
Principal Protection Engineer	\$190
Senior Protection Engineer	\$170
Protection Engineer	\$150
Engineering Services	
Manager Power Delivery/Generation&Eng.	\$190
Principal Elect./ Civil / Mech Engineer	\$190
Senior Elect./ Civil / Mech Engineer	\$160
Electrical/ Civil / Mechanical Engineer	\$145
Associate Elect./ Civil / Mech Engineer	\$130
Senior Project Manager	\$175
Project Manager	\$140
Construction Manager	\$135
Project Coordinator/Accountant	\$115
Senior Designer	\$135
Designer	\$115
CADD Technician/Draftsman	\$100
Information Technology/Administrative	
Business Analyst/Computer Specialist	\$110
Network/System Administrator	\$98
Administrative Assistant	\$62*

*Overtime rates apply

NOTE: Out of pocket expenses, including travel, meals and living expenses, express mailing costs, and reproduction and printing services are not included in the above budget numbers and will be billed at actual cost with no markups.

RLC reserves the right to update rates on an annual basis.



ENGINEERING

PURCHASE ORDER

PURCHASE ORDER #: PG23-095-001

PROJECT #: PG23-095

DATE: 04/25/2023

DATE NEEDED: 05/02/2023

VENDOR INFORMATION:

RLC Engineering, PLLC
267 Whitten Road
Hallowell, ME 04347

Vendor Contact: Jenna Hirschfeld
Vendor Phone: 207-621-1077 ext. 239

BILL TO:

Genesee County Economic Development Center
99 MedTech Drive Suite 106
Batavia, NY 14020

SHIP TO:

Genesee County Economic Development Center
99 MedTech Drive Suite 106
Batavia, NY 14020
Attn: Mark Masse

This Purchase Order shall be between RLC Engineering, PLLC ("RLC") and Genesee County Economic Development Center ("Client"). RLC shall perform the services outlined below for the consideration outlined below. The terms of this Purchase Order are governed by the attached Terms and Conditions, which are considered an integral part of this Purchase Order.

Price and Terms of Payment: The Client agrees to pay RLC on a Time and Material basis with a not to exceed cost. All charges shall be consistent with the fee schedule described in Exhibit A in the attached Terms & Conditions. Any tax or other governmental charge currently imposed upon the services provided hereunder shall be borne by the Consultant. Consultant shall preserve all records of costs and original documentation and, if requested by Client, provide a copy of said records upon presentation of its invoices. Invoices will be submitted monthly and are payable within thirty (30) days of receipt. Interest on any late payment shall accrue at a rate of 1.5% per month. Company shall be liable for the costs of collection for any late payment, including attorney's fees.

Item	Qty	Unit	Description	Price	Extended Price
1	1	Each	General Consulting Support	\$15,000.00	\$15,000.00
Total					\$15,000.00

RLC Engineering, PLLC:

Created By: Jenna Hirshfeld

Authorized Signature

Jenna Hirshfeld

Date: 04/25/2023

Client Name:

Approved By:

Authorized Signature

Date:



267 WHITTEN RD, HALLOWELL, ME 04347
360 U.S. ROUTE 1, FALMOUTH, ME 04105
V 207.621.1077 | F 207.621.1177
INFO@RLC-ENG.COM | RLC-ENG.COM

3b

2:

STAMP Payment for easements

Discussion: In conjunction with the installation of the force main from the STAMP site to the direct discharge point at Oak Orchard Creek, there are a number of easements needed. We are seeking approval of the following easements:

1. Permanent Easement 16 and Temporary Easement 24 - \$1,000
2. Temporary Easement 16 – Installation of water line from curb box to house (include in forcemain contract) Estimated at \$2,500
3. Permanent Easement 3 and Temporary easement 5 – To be determined at meeting

Fund Commitment: \$3,500 from the \$33 million.

Board Action Request: Approval of payment of \$3,500 to the holders of the easement numbers identified above.

STAMP Change order for the laydown area and hold and haul tank installation

Discussion: In conjunction with the construction of the lay down area to be utilized by National Grid for the power line reroute and the installation of the hold and haul tank, Keeler Construction is seeking a change order to cover the increase in costs of the project that have occurred. This project was originally scheduled to be completed in February of 2022 but had to be postponed due to issues with the NYSDEC. These two bids were issued as one contract. The change order will only be on the net overage of the total contract after combining the two.

Fund Commitment: \$38,930 from the agency operating funds.

Board Action Request: Approval of change order of \$38,930 to Keeler Construction Inc.

Date of Issuance: April 5, 2023	Effective Date: April 5, 2023
Owner: GCEDC	Owner's Contract No.:
Contractor: Keeler Construction Co., Inc.	Contractor's Project No.:
Engineer: CPL	Engineer's Project No.: 16174.00
Project: STAMP Onsite Water Main & Crosby Road Reconstruction	Contract Name: Base Bids C & D

The Contract is modified as follows upon execution of this Change Order:

Description: This change order includes additional cost incurred by Keeler Construction Co., Inc. related to the delays in permitting. The increase in costs include adjustment in quantities, labor wage rate increase, fuel cost increase, trucking cost increase, and mobilization and demobilization.

Attachments: Keeler Construction Co., Inc. request for increase in project final quantities.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 738,210.00</u>	Original Contract Times: Substantial Completion: <u>February 1, 2022</u> Ready for Final Payment: <u>March 1, 2022</u>
Increase from previously approved Change Orders No. to No. <u>1</u> : <u>\$ 15,000.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>
Contract Price prior to this Change Order: <u>\$ 753,210.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>February 1, 2022</u> Ready for Final Payment: <u>March 1, 2022</u>
Increase of this Change Order: <u>\$ 38,930.06</u>	Increase of this Change Order: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 7, 2022</u>
Contract Price incorporating this Change Order: <u>\$ 792,140.06</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 7, 2022</u>

RECOMMENDED		ACCEPTED:		ACCEPTED	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Sr. VP of Operations</u>	Title: <u>Sr. VP of Operations</u>	Title: <u>V.P.</u>	Title: <u>V.P.</u>	Title: <u>V.P.</u>
Date: <u>3/31/23</u>	Date: <u> </u>	Date: <u> </u>	Date: <u>3/31/23</u>	Date: <u>3/31/23</u>	Date: <u>3/31/23</u>

Removal of structure at 805 Lewiston Road

Discussion: The GCEDC has been contacted by Heather Grainy who is offering to remove the structure at 805 Lewiston Road at no cost to the GCEDC.

Fund commitment: None.

Committee action request: Recommend approval to the full Board to allow Heather Grainy and her agents to remove the structure at 805 Lewiston Road.

National Grid engineering to provide service to WWTF

Discussion: The GCEDC has made a request to National Grid to be able to provide a 2000 amp 277/480 volt service with a load of 1300 KW to the WWTF. In order to provide this service, National Grid is requesting \$5,000 to cover the design fee to bring that power to the facility.

Fund commitment: \$5,000 covered under the existing \$8 million NYESD grant.

Committee action request: Recommend approval to the full Board to pay \$5,000 for the design fee.

April 20, 2023

GCEDC
Attn: Mark Masse
99 Med Tech Dr
Batavia, NY 14020

**Re: Electric Service Proposal WR#30577721
6835 Crosby Rd, Waste Plant Basom, NY 14013**

You have requested that National Grid provide a Service Agreement with costs to provide a 2000 amp 277/480 volt service with a load of 1300 KW at the referenced address.

This project requires that you pay a design fee of \$5,000.00. If you choose to proceed with the job, the design fee will be deducted from the total job costs. If you choose to cancel the job, the design fee will be reconciled with actual design costs incurred up to the point of cancellation and you will either be refunded or invoiced the difference, as applicable. You are responsible for all invoiced amounts.

Please sign and return this letter as confirmation of your acceptance of this agreement. Once the Company receives this signed agreement, you will be billed under separate cover from our Syracuse, New York office, in the amount listed above. Please remit payment as directed on the invoice.

Should you have any questions, please contact me at (716)713-9363.

Sincerely,

Daniel J Malek
Consumer Representative
Regional Accounts Services
National Grid
144 Kensington Ave
Buffalo, NY 14214

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(if applicable) _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.