



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, August 2, 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: <ol style="list-style-type: none"> 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	
2-4	2. Chairman’s Report & Activities 2a. Agenda Additions / Deletions / Other Business 2b. Minutes: June 28, 2023	P. Zelif	Vote
5-8	3. Discussions / Official Recommendations to the Board: 3a. Construction Update 3b. Part 182 Issuance & Overview 3c. Grassland Mitigation Monitoring Agreement with CC Environment & Planning	M. Masse M. Masse M. Masse	Discussion Discussion Disc / Vote
9-13	3d. Survey Quotes for Business Park Association	M. Masse	Disc / Vote
14-21	3e. Access Agreement for Plug Power	M. Masse	Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting

Wednesday, June 28, 2023

Location: 99 MedTech Drive, Innovation Zone

8:00 a.m.

MINUTES

ATTENDANCE

- Committee Members: M. Clattenburg, C. Yunker, P. Zeliff
- Staff: M. Masse, L. Casey, L. Farrell, S. Hyde, C. Suozzi, P. Kennett, J. Krencik
- Guests: M. Fitzgerald (Phillips Lytle/Video Conference), Jim O'Connor (Phillips Lytle/Video Conference), R. Crossen (Town of Alabama Supervisor), M. Gray (GCEDC Board Member/Video Conference)
- Absent: C. Kemp

1. Call to Order / Enter Public Session

P. Zeliff called the meeting to order at 8:00 a.m. in the Innovation Zone.

1a. Executive Session

C. Yunker made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:00 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

C. Yunker made a motion to enter back into public session at 8:50 a.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: May 31, 2023

C. Yunker made a motion to approve the May 31, 2023 minutes; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zeliff - Yes

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

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Easement Approval – 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. We are seeking approval of the following easement:

1. Permanent Easement 7 - \$1,000

Fund Commitment: \$1,000 from the \$33 million.

Board Action Request: Approval of payment of \$1,000 to the holder of the easement number identified above.

C. Yunker made a motion to recommend to the full Board the approval of the ROW easement payment not to exceed \$1,000 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

3b. Sale of Topsoil - The GCEDC has approximately 8,000 cubic yards of unscreened topsoil stockpiled on the site of the future WWTF. To construct the WWTF in the future, this topsoil will need to be moved or sold. Morsch Pipeline would like to purchase 8,000 cubic yards of the topsoil at \$3.00 per cubic yard. This appears to be within the market rate.

Fund Commitment: None.

Board Action Request: Approval of sale of topsoil to Morsch Pipeline at \$3.00 per cubic yard.

M. Clattenburg made a motion to recommend to the full Board the approval of the sale of topsoil to Morsch Pipeline at \$3.00 per cubic yard as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

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

3c. Phillips Lytle – 2023 Additional Contract - Phillips Lytle has prepared a proposal to cover the scope of work for the last six months of 2023 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.

DRAFT

Fund Commitment: Not to exceed \$350,000 to be included in the \$8 million.

Board Action Request: Recommend approval to the full Board of Phillips Lytle contract not to exceed \$350,000.

M. Clattenburg made a motion to recommend to the full Board the approval of the Phillips Lytle Contract to cover the last six months of 2023 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

C. Yunker expressed frustration at the amount of time and money that is required to overcome the roadblocks that have hindered economic development at the STAMP site to date.

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

3d. Keeler Change Order - 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 board previously approved a change order increase of \$13,930 which would have been a \$25,000 reduction. Keeler stated that the payment amount should be \$25,000 resulting in an increase of \$20,000 to the change order. The change order will only be on the net overage of the total contract after combining the two.

Fund Commitment: An additional \$6,070 from the agency operating funds.

Board Action Request: Approval of increase in change order of \$6,070 to Keeler Construction Inc.

C. Yunker made a motion to recommend to the full Board the approval of the Keeler change order not to exceed \$6,070 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

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

4. Adjournment

As there was no further business, M. Clattenburg made a motion to adjourn at 8:54 a.m., seconded by C. Yunker and passed unanimously.

Grassland Mitigation Monitoring and Management agreement with CC Environment and Planning

Discussion: With the issuance of the site wide Part 182 for the STAMP site, there are obligations the GCEDC has under the permit conditions as it relates to the mitigation. CC Environment & Planning has proposed a contract that they will implement and oversee all aspects of the required monitoring and management of the grassland mitigation at STAMP per the DEC approved mitigation plan and permit conditions.

This scope of this contract will cover the first 15 years of the permit requirements.

Fund Commitment: \$213,112 to be covered under the escrow account established for the Part 182 permit.

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



CC Environment & Planning

Sheila S. Hess
Principal Ecologist/CEO

July 28, 2023

Genesee County Economic Development Center
Attn: Mark Masse, VPO
99 MedTech Drive, Suite 106
Batavia, NY 14020
Via Email: mmasse@gcedc.com

Re: STAMP Grassland Mitigation Monitoring and Management

Dear Mark:

I am pleased to submit the following proposal for CC Environment & Planning to provide monitoring and management services for grassland mitigation at STAMP (Science & Technology Advanced Manufacturing Park) in the Town of Alabama, Genesee County, NY. As a member of the STAMP Technical Team since its inception, CC Environment & Planning has the background, project expertise, and relationships to ensure efficient and effective delivery of the services described below.

This Letter Agreement (hereinafter referred to as "Agreement") is a proposal for consulting services by CC Environment & Planning (hereinafter named as "Contractor") for Genesee County Economic Development Center (hereinafter referred to as "Client"). This agreement shall commence upon signature. The following services and terms of the Agreement between the Client and Contractor are as follows:

Scope of Services

Contractor will implement and oversee all aspects of the required monitoring and management of the grassland mitigation at STAMP as per the approved mitigation plan and relevant permit conditions in New York State Department of Environmental Conservation (NYSDEC) Part 182 Permit No. 8-1820-00032/00003). This scope covers the first 15 years of permit requirements. Tasks include:

1. Grassland Establishment: Provide oversight for establishment of grassland habitat in the 33-acre field, including additional vegetation monitoring, herbicide application of woody vegetation, and establishment of photo stations and mowing zones. Purchase and provide specialized seed mix for seeding in Spring 2024.
2. Annual winter raptor surveys and reporting: One survey per month per field, November through March/April. Final reporting of data to NYSDEC.
3. Annual vegetation monitoring: Monitoring in both grassland mitigation fields according to mitigation plan/permit conditions. Summary report submitted to NYSDEC.
4. Vegetation management: Coordinate with County and oversee required annual mowing.
5. Contingency and maintenance: Identify necessary maintenance and adaptive management needs to reach mitigation goals and adhere to permit conditions. These may include invasive plant/woody vegetation control or supplemental seeding.

Schedule and Fee

Project activities will commence immediately upon receipt of a signed contract and extend through 2038. The proposed scope covers the first 15 years of the 60 year mitigation. After year 15, mitigation requirements shift and a contract to continue can be revised and renewed as desired.

This contract is proposed as a lump sum with a budget of \$213,112. Invoices will be submitted monthly based on percent complete. Budget details are provided below to show a typical annual budget by task. This budget is based on, and within, that developed for the mitigation plan.

STAMP Grassland Mitigation Year One Budget	
Task	Year One Budget ¹
1. Grassland Establishment ²	\$12,660
2. Annual Raptor Surveys	\$6,740
3. Annual Vegetation Monitoring	\$2,730
4. Vegetation Management	\$725
5. Contingency and Maintenance	\$1,500

¹Budget will increase by 2% annually for inflation.

²Task only occurring once over years 1 & 2 for a total cost of \$12,660.

Conditions

The Contractor guarantees the quality of this work. Once this offer is accepted payments are to be made at times specified upon presentation of an invoice by Contractor. However, the Client and the Contractor may mutually decide to reschedule, postpone, or delay this project as business needs may suddenly dictate without penalty and without time limit, subject only to mutually agreeable time frames in the future and payment on services rendered.

Assumptions

The proposed schedule and fee for this project are based on the following assumptions:

1. The Client and the project team will provide appropriate, timely access to contacts and information and provide requested feedback necessary to complete the scope of services as scheduled.
2. All parties will make every effort to ensure timely answers to questions related to the scope of services and progress.
3. All parties will inform each other immediately of any unforeseen changes, new developments, or other issues that affect and influence this project so necessary adjustments can be made.
4. Adjustments to the total fee based on unforeseen circumstances, an adjusted timeline, or additional services outside the stated scope will require negotiation and written consent of both parties.
5. The Client will contract directly with County for annual mowing; CC will conduct coordination and provide oversight.

3c

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6. Initial seeding (both cover crop and permanent grassland seed mix) will be conducted by farmer or other entity contracted by the Client. CC will provide oversight as well as the permanent seed mix.
7. If the cost of contingency measures exceeds allotted budgeted, a contract amendment will be negotiated.

ACCEPTANCE

If this proposal meets with your approval, please countersign below and return one copy for our records. If you have any questions, please contact me. We appreciate the opportunity to provide these services toward the continued development of STAMP.

Sincerely,



Sheila S. Hess, Principal Ecologist/CEO
CEO CC Environment & Planning

AUTHORIZATION

CC Environment & Planning is hereby authorized by Genesee County Economic Development Center to proceed with the services described herein in accordance with the terms and conditions proposed herein.

Genesee County Economic Development Center

Date

Survey for Business Park Association

Discussion: The GCEDC asked three companies for bids to survey the following:

1. Subdivision boundary survey map which includes the following:
 - a. A metes and bounds legal description for all developable property at the STAMP site as highlighted on the attached map.
 - b. Separate highlighting or identification of each parcel located the STAMP Site (Plug Power Site, Edwards Vacuum Site, GCEDC Site and NY Green Site) as identified on the attached map including the acreage of each tax lot located within each Site and the record or anticipated owner of each Site. Separate surveys and legal descriptions for the Plug Power Site and the Edwards Vacuum Site are complete and can be provided.
 - c. A metes and bounds legal description for the portion of the STAMP Site that will be transferred to NY Green, Inc. as can be discussed on a call.
 - d. A metes and bounds legal description for the portion of the STAMP Site that will be retained by GCEDC as highlighted on the attached map as "STAMP Utility area".
 - e. A metes and bounds legal description and subdivision map for approximately 33 acres of a mitigation area to be transferred to NYS.

The survey will be used to identify property that will be used in a business park association model, to be able to bill companies based on the acreage they own, for any common charges at the STAMP site.

The results of the bids are as follows:

1. Bid of \$15,000 – Frandina Engineering and Land Surveying
2. Bid of \$17,000 - Welch & O'Donoghue
3. Townsend & Lamendola declined to bid

Fund Commitment: Not to exceed \$15,000 to Frandina Engineering and Land Surveying for STAMP survey work from \$33 million.

Board Action Request: Approval of survey contract for STAMP.



SURVEY PROPOSAL

July 21, 2023

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

**RE: Land Survey Quote
 STAMP Mapping**

Dear Mark,

Thank you for including us in this proposal for mapping at the STAMP site. As you know, we have been involved in the project since its inception and have completed most of the mapping for the entire site.

Our scope will address the following items in your proposal, as detailed to Mark Childs in your phone conversation earlier this week:

1. Subdivision boundary survey map which includes the following:
 - a. A metes and bounds legal description for all developable property at the STAMP site as highlighted on the RFP map.

We understand that this includes separate parcel surveys with legal descriptions for the 5 buildable areas in blue:

- | | | |
|----|----------------|------------|
| 1) | TD1 | 304 acres |
| 2) | TD2 | 35 acres |
| 3) | Buildable area | 10.0 acres |
| 4) | Buildable area | 6.5 acres |
| 5) | Buildable area | 10.9 acres |

- b. Separate highlighting or identification of each parcel located the STAMP Site (Plug Power Site, Edwards Vacuum Site, GCEDC Site and NY Green Site) as identified on the attached map including the acreage of each tax lot located within each Site and the record or anticipated owner



of each Site. Separate surveys and legal descriptions for the Plug Power Site and the Edwards Vacuum Site are complete and can be provided.

Our scope will highlight and list the acreage of tax lots within each parcel

c. A metes and bounds legal description for the portion of the STAMP Site that will be transferred to NY Green, Inc. as can be discussed on a call.

Our scope will prepare a separate map & legal description for this parcel.

d. A metes and bounds legal description for the portion of the STAMP Site that will be retained by GCEDC as highlighted on the RFP map as "STAMP Utility area".

Our scope will prepare a separate map & legal description for this ~34.5 acre parcel.

e. A metes and bounds legal description and subdivision map for approximately 33 acres of a mitigation area to be transferred to NYS.

Our scope will prepare a separate map & legal description for this ~33 acre parcel.

We understand that the survey will be used to identify property that will be used in a business park association model, to be able to bill companies based on the acreage they own, for any common charges at the STAMP site.

PROPOSAL FEE

- Lump sum of \$15,000

ASSUMPTIONS

- NYS Prevailing wage rates good until June 30, 2024
- No field work is anticipated in this proposal, if needed, it will be billed at the hourly rate of \$300/hour.
- No parcel stakeout of boundary limits
- No permitting or submission to municipal authorities
- CAD files and deeds for all parcels to be provided
- It is presumed the owner has approved the right of entry for this survey
- Please indicate if any special permission or access is needed.



FRANDINA ENGINEERING AND LAND SURVEYING, PC
CIVIL ENGINEERS AND LAND SURVEYORS
NYS Certified WBE and DBE Firm

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

DELIVERABLES

- Surveys and legal descriptions as listed above, signed and sealed by a NYS Licensed Land Surveyor.
- AutoCAD files and digitally stamped PDF's of completed surveys
- no mylars, no prints.

Thank you for requesting this quote from us and please let us know the outcome.

Very Truly yours,

A handwritten signature in blue ink that reads "Rosanne Frandina".

Rosanne Frandina, PE, LS
President/CEO

CC: Proposals 3923-8

Welch & O'Donoghue

Land Surveyors, P.C.

P.O. Box 297, 2077 Lakeville Road

Avon, New York 14414

Ph. (585) 226-2990

Fax 343-5810

Email - wosurvey@rochester.rr.com

July 21, 2023

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

Re: Survey services of - WNY STAMP site - Town of Alabama, Genesee County, NY,
Including: Buildable Acreage including 359.9+/- acres; Scannell Properties site including
80.9+/- acres; Plug Power site including 28.7+/- acres; Edwards Vacuum site including
80.0+/- acres; GCEDC STAMP Utility site including 34.5+/- acres; NY Green site
including 17.5+/- acres; Subdivision of NYS Mitigation Area including 33.0+/- acres.

Dear Mark,

Thank you for the opportunity to provide you with a quote for surveying services in
connection with the above-referenced project. Based on a review of the document you
provided and the telephone conversation, I have the following proposal.

The cost to provide you with the surveying services requested in your email
dated June 27, 2023, would be \$17,000.00.

I would need eight weeks to complete the work from the time of receiving notice
to proceed.

If you have any questions or would like to discuss the details of the scope of the
project, please contact me. The best number to reach me is my cell 585-455-0581.

Sincerely,
Kevin M. O'Donoghue

Kevin M. O'Donoghue, L.S.

Access Agreement for construction parking area for Plug Power

Discussion: As part of their construction of their hydrogen facility, Plug Power would like to utilize the previously constructed marshalling yard directly to the north of their site as an additional construction parking area.

Fund Commitment: None.

Committee Action Request: Recommend approval of access agreement.

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made and entered into by and between **PLUG POWER INC.** with an address of 968 Albany Shaker Road, Latham New York 12110 ("Grantee"), and **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE ECONOMIC DEVELOPMENT CENTER**, with an address of 99 MedTech Drive, Suite 106, Batavia, New York 14020 ("Grantor").

WHEREAS, Grantee is developing and constructing a green hydrogen generation facility at the Western New York Science & Technology Advanced Manufacturing Park in Genesee County, New York ("Green Hydrogen Project"), and

WHEREAS, Grantee desires to enter onto certain property, (which is more particularly described in **Exhibit A** attached hereto, the "Property"), for temporary parking purposes as set forth herein, and

WHEREAS, Grantor has agreed to grant Grantee the right to enter thereon for the purposes stated herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Access/Use. Grantor hereby grants to Grantee and its employees, agents, consultants, contractors and subcontractors (collectively, "Grantee's Representatives") an exclusive, revocable license to enter upon the Property, a depiction of which is hereto as Exhibit A, for the purpose of using and making such improvements upon the Property for use as temporary staging area for its construction equipment/material and other such uses of the Property as may be necessary and incidental to its use as a staging area appurtenant to Grantee's Green Hydrogen Project ("Staging Project").
2. Term. This Agreement shall commence on the last date written below (the "Execution Date") and shall terminate upon the earlier of (a) that date that is two (2) years after the Execution Date; or (b) upon written notice from Grantee to Grantor that Grantee has removed the contents of its Staging Project and in fact all such contents have been removed and the Property has been returned to its original condition as existed immediately prior to the commencement of the Term of this Agreement as more fully set forth below.
3. Interference. Grantee and Grantee's Representatives shall utilize commercially reasonable efforts to minimize disruption to Grantor's use of the Property, and to prevent damage to the building, structures and other improvements on the Property or any personal property of Grantor and others located at, on or near the Property, if any. Grantor's use of Property during the Term shall not interfere with the license afforded to Grantee pursuant to Section 1 hereto.
4. Compliance with Laws. In using the Property for temporary storage, Grantee and Grantee's Representatives shall obtain all permits required under, and shall otherwise comply at all times with all laws, rules, regulation, orders, directives and requirements of

any kind imposed by any federal, state or local government or any agency or instrumentality of any such government which are applicable to the Grantee's use of the Property, including without limitation any state or federal environmental laws and Grantee shall cause its employees, representatives, agents, contractors and subcontractors to so comply.

5. Indemnification. Grantee hereby assumes any and all risks associated with the use of the Property by Grantee, its employees, agents or representatives. Grantee hereby agrees to indemnify, defend and hold Grantor, its employees, agents and representatives harmless from and against any and all claims, demands, damages, expenses, losses, fees, costs, liabilities, obligations, penalties and/or suits or other actions (including reasonable attorneys and expert fees) arising in any way from the use of the Property by Grantee, or from any acts or omissions of Grantee, its agents, employees or representatives on the Property. Grantee shall repair any damage to the Property caused by any Grantee Representatives and return the Property to as near as reasonably practicable to the condition it was in prior to the date of this Agreement including insuring that the property is free of trash and debris. All provisions contained herein relating to Grantee's obligations or insuring and indemnifying Grantor and restoring the Property shall survive any termination of this Agreement.
6. Temporary fencing. If the Grantee installs fencing, or other security improvements, to the property they must remove all of those improvements at the termination of the lease. Any other disturbance caused to the property by the Grantee must be restored back to its original condition prior to termination of the lease.
7. Insurance. Grantee shall, as a condition to the grant of the rights provided herein, comply with the insurance requirements set forth at Exhibit B attached hereto.
8. Assignment/Subletting. This Agreement is personal to Grantee and Grantee agrees not to sublease or assign it without the prior written consent of Grantor, which shall not be unreasonably withheld. Any unpermitted purported assignment or sublease by Grantee shall be void *ab initio* and a basis for immediate termination of this Agreement.
9. Binding Provisions. This Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.
10. Governing Law. This Agreement shall be governed by the laws of the State of New York as to, including, without limitation, matters of validity, construction, effect and performance, but exclusive of its conflicts of law's provisions.
11. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be sent to each party's address as set forth at the beginning of this Agreement, subject to change by notice under this section.

12. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute one and the same instrument.
13. Early Termination. The Grantee acknowledges that the Grantor is in future need of the property listed in Exhibit A as being available for NG staging and future STAMP WWTF. The Grantee has the right to terminate this contract at any time upon six (6) months' prior written notice to the Grantee.
14. Entire Agreement. This Agreement constitutes the parties' entire agreement on this subject. No change, waiver or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

[No further text on this page; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed as of the date written under their respective signatures.

GRANTEE:

PLUG POWER INC.

By: _____

Name: _____

Title: _____

Date: _____

GRANTOR:

**GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Property Address: Part of Crosby Road, Basom, New York
Tax Account No.: Part of 10.-1-39.122

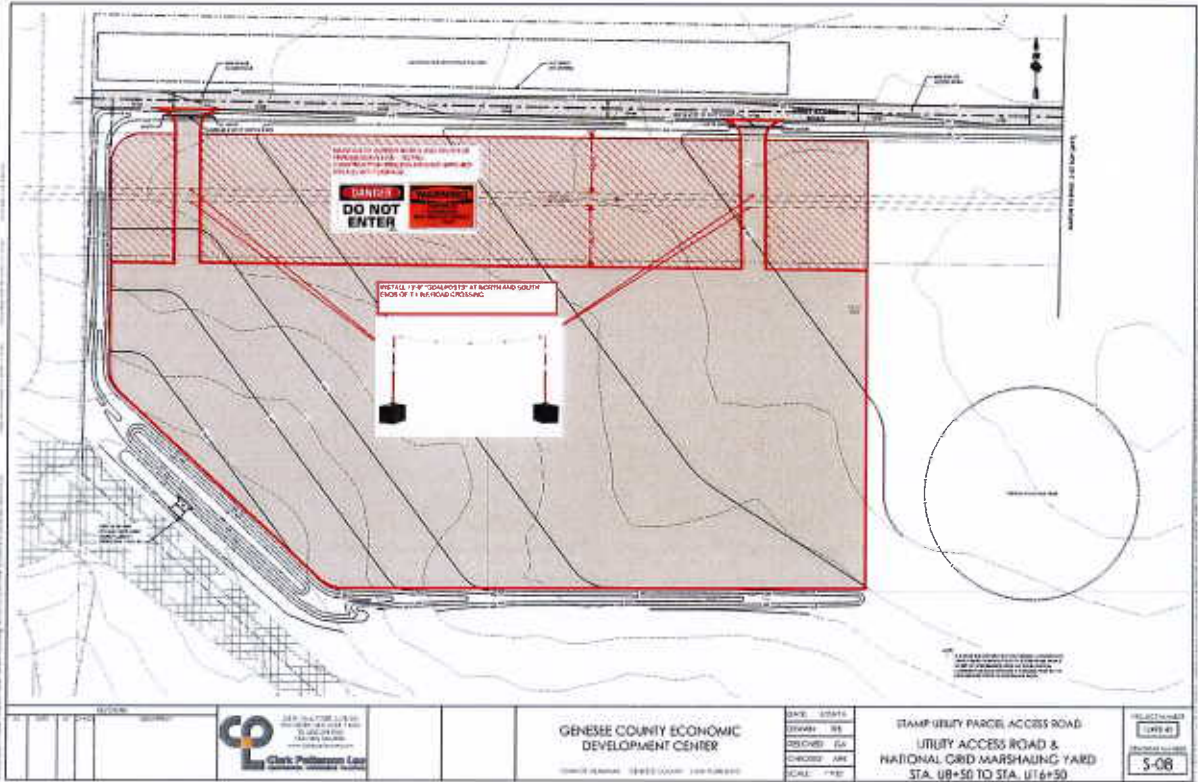


EXHIBIT B

INSURANCE REQUIREMENTS

Grantee shall maintain insurance protecting Grantee from any and all claims under applicable Workers' Compensation statutes, and shall also provide Employer's Liability coverage with a limit of liability not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

Grantee shall maintain Commercial General Liability Insurance covering all claims of damages for all injuries, including death, and all claims on account of property damage, including Products/Completed Operations and Contractual Liability, of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** combined single limit for bodily injury ("BI") and property damage ("PD"). Such commercial general liability insurance may be carried through a combination of primary and excess liability coverage, shall be endorsed specifically to cover the contractual liability assumed in Section 8 of this Agreement, and shall provide that Grantor is covered as an additional insured.

Grantee shall maintain Comprehensive Automobile Liability Insurance with respect to any and all owned, hired and non-owned vehicles to be used by Grantee or any agent, employee, representative or subcontractor of Grantee in connection with the use of property or any other real property owned by Grantor with a limit of liability not less than **TWO MILLION DOLLARS (\$2,000,000.00)** combined single limit BI and PD.

Upon execution of this Agreement by Grantee and prior to any access to the Property, Grantee shall provide Grantor with certificates from its insurers evidencing that the insurance required to be maintained under this **EXHIBIT B** is in place.

If Grantee contracts with any third party to perform any portion of the Activities on the Property or any other real property owned by Grantor authorized to be performed under this Agreement, Grantee shall be responsible for the acts of such third party and Grantee shall bear all responsibility for assuring the adequacy of any insurance carried by any such third party. The amount of such insurance carried by any third party shall not limit Grantee's liability hereunder.

The liability of Grantee shall not be limited to the insurance required as part of this Agreement.