



**Meeting Agenda – STAMP Committee**  
 Genesee County Economic Development Center  
 Wednesday, June 5, 2024 - 8:00 a.m.  
 Location: 99 MedTech Drive, Innovation Zone

Page #'s	Topic	Discussion Leader	Desired Outcome
	<b>1. Call to Order – Enter Public Session</b>	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"> <li>1. Discussions regarding proposed, pending or current litigation.</li> <li>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.</li> <li>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.</li> </ol> 1b. Enter Public Session	P. Zelif	
2-5	<b>2. Chairman’s Report &amp; Activities</b>  2a. Agenda Additions / Deletions / Other Business  2b. Minutes: May 1, 2024	P. Zelif	Vote
6-8	<b>3. Discussions / Official Recommendations to the Board:</b> 3a. O’Connell Electric Proposal for Substation	M. Masse	Disc / Vote
9-11	3b. Phillips Lytle Fees	M. Masse	Disc / Vote
12-20	3c. Access Agreement for Edwards Vacuum / Geis	M. Masse	Disc / Vote
	4. Adjournment	P. Zelif	Vote



**GCEDC STAMP Committee Meeting  
Wednesday, May 1, 2024**

**Location: 99 MedTech Drive, Innovation Zone  
8:00 a.m.**

**MINUTES**

**ATTENDANCE**

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

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

P. Zeliff called the meeting to order at 8:01 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 8:02 a.m., for the following reasons:

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

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

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

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

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

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

**2b. Minutes: March 27, 2024**

**C. Yunker made a motion to approve the March 27, 2024, minutes; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

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

C. Kemp - Yes

The item was approved as presented.

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

**3a. SEQR Lead Agency Resolution** – Included in the meeting materials is the SEQR Lead Agency Resolution. The GCEDC must send letters indicating intent to maintain lead agency status regarding Project Emporium to all interested and involved parties. This starts the 30-day time in which interested and involved agencies have an opportunity to respond. As lead agency the GCEDC is required to evaluate whether there are adverse environmental impacts that could occur because of Project Emporium and the additional and/or modified infrastructure that have not been previously evaluated in the STAMP environmental record.

**Resolution No. 05-2024-01**

RESOLUTION DECLARING THE INTENT OF THE GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER TO ACT AS LEAD AGENCY PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

**C. Yunker made a motion to recommend to the full Board the approval of the SEQR Lead Agency Resolution as presented; the motion was seconded by C. Kemp. Roll call resulted as follows:**

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

The item was approved as presented.

**3b. MOU with the Village of Oakfield-** The GCEDC, STAMP Sewer Works Corp. and the Village of Oakfield are willing to work together on the possible design, construction, and operation of a new force main sewer line from the STAMP Site to the Village of Oakfield Wastewater Treatment Facility (“Oakfield WWTF”) to provide wastewater treatment services to STAMP.

**Fund Commitment:** None at this time. Any costs will be brought forward prior to approval for payment.

**Committee Action request:** Recommend approval of executing the MOU with Village of Oakfield.

**M. Clattenburg made a motion to recommend to the full Board the approval of the MOU with the Village of Oakfield 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 - Yes

The item was approved as presented.

**3c. LOR Termination Resolution** - The GCEDC has a Letter of Resolution in place for projects looking to locate at the STAMP site. This agreement was signed by SHPO and NYSDEC. GCEDC finds that, despite good-faith efforts to resolve the dispute, NYSDEC has been unable to resolve the dispute as required by Section 4(a) of the LOR.

M. Fitzgerald stated that the DEC has requested that the GCEDC table this agenda item until the next Board meeting to give them an opportunity to work through a series of scheduled meetings. C. Yunker asked if it is better to table this agenda item at the Board level instead of the Committee. M. Fitzgerald stated that the only disadvantage would be that it takes up a spot on the Board's agenda. C. Yunker stated that it would be beneficial to show that the Board is informed of the situation. M. Fitzgerald stated that we will also know how the conversation with the DEC goes today and can bring it to the full board.

**Fund Commitment:** None.

**Committee Action Request:** Recommend to full Board authorization to terminate the LOR.

**C. Yunker made a motion to recommend to the full Board the tabling of the LOR Termination Resolution agenda item; the motion was seconded by C. Kemp. Roll call resulted as follows:**

- P. Zeff - Yes
- C. Yunker - Yes
- M. Clattenburg - Yes
- C. Kemp - Yes

The item was approved as presented.

**3d. ESD GDA FAST NY Approval-** The GCEDC has received the draft GDA that spells out the terms and conditions for the disbursement of the \$56 million FAST NY award for site infrastructure at STAMP. These terms and conditions are consistent with previous GDA's and discussions with NYS ESD.

There is a \$560,000 commitment fee that ESD is unwilling to remove. This fee will be paid out of the operating funds when the agreement is executed.

L. Farrell clarified that staff is seeking authorization to execute the agreement once it is finalized as nothing should change. However, if it does, it will be brought back to the committee for review and approval. L. Farrell also reiterated that a commitment fee of \$560,000 will need to be paid when the agreement is executed. ESD will also need to be reimbursed for out-of-pocket expenses, which in the past, have been less than \$500 dollars due to only needing to reimburse for the stenographer. M. Masse also states this is the first year they have done an online public hearing which might cut down the cost.

**Committee Action Request:** Recommend to full Board authorization to sign the final GDA upon receipt.

**M. Clattenburg made a motion to recommend to the full Board 1) the authorization to execute the final GDA with ESD for the \$56M FAST NY grant 2) the authorization to pay the \$560,000**

**commitment fee from operating funds and 3) reimburse ESD for out of pocket-expenses; the motion was seconded by C. Kemp. Roll call resulted as follows:**

P. Zelif - Yes  
C. Yunker - Yes  
M. Clattenburg – Yes  
C. Kemp - Yes

**The item was approved as presented.**

**3e. National Grid Engineering Fee** - National Grid is working on the 115 kV feeder from the substation to serve the Edwards project. We have had discussions that to help eliminate multiple transmission lines that the Edwards feeder be installed as a double circuit feeder line from the substation to Crosby Road. There would be a “dead circuit” installed to balance the line as well as potentially hook into the substation for a future tenant that might need the 30-acre parcel to the north of the Edwards parcel. To provide this service, National Grid is requesting \$25,000 to cover the design fee to change the poles from single circuit to double circuit.

**Fund commitment:** \$25,000 covered under the existing \$33 million NYSESD grant.

**Committee action request:** Recommend approval to the full Board to pay \$25,000 for the design fee.

The Committee requested that staff should dispute the engineering fee and convey to National Grid that they have already been paid to design the power line.

**C. Yunker made a motion to recommend to the full Board the tabling of the National Grid Engineering Fee agenda item; the motion was seconded by M. Clattenburg. Roll call resulted as follows:**

P. Zelif - Yes  
C. Yunker - Yes  
M. Clattenburg – Yes  
C. Kemp - Yes

**The agenda item was tabled.**

#### **4. Adjournment**

As there was no further business, C. Yunker made a motion to adjourn at 9:10 a.m., seconded by M. Clattenburg and passed unanimously.

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

**Discussion:** O'Connell Electric has prepared a proposal to complete the design and engineering and review of the high side of the substation (NYPA) that is related to the control house and installation of the control house. The reasons for utilizing O'Connell for this work are as follows:

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

**Fund Commitment:** \$3,430,350 to be included in the \$56 million FAST NY award and we would use operating funds to pay until FAST NY funds become available.

**Board Action Request:** Recommend approval to the full Board of O'Connell Electric contract not to exceed \$3,430,350.



# O'Connell Electric Company, Inc.

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

May 24, 2024

Genesee County Economic Development Ctr  
Mark A. Masse, CPA

Sir,

Per your request, O'Connell Electric proposes the following engineering activities to progress to help maintain timely Stamp 345kV switchyard engineering progress to keep the interconnection dates from slipping further day for day pending the Plug suspension of work. The attached table shows the current progress and the estimated cost to complete values. These values are estimated and rely on timely NYPA submission reviews and the scope of work items as NYPA has prescribed them as of the suspension.

- Engineering progression to IFC form where they are today, including base scope and identified changes that were identified as affected or additional scopes during detailed design.

Clarification: The cost stated does not include NYPA engineering oversight that will be required to move any of this progress forward.

If you have any further questions, do not hesitate to contact myself.

Sincerely,

Timothy Ehmman  
VP- Substations  
585.755.5596  
tim.ehmann@oconnellelectric.com

**Corporate Headquarters** 830 Phillips Road | Victor, NY 14564 | Phone 585.924.2176 | Fax 585.924.4973

**Albany** 2360 Maxon Road Ext | Schenectady, NY 12308 | Phone 518.346.0077 | Fax 518.346.0728 **Rochester** 390 Systems Road | Rochester, NY 14623 | Phone 585.424.3472 | Fax 585.424.3486

**Buffalo** 929B Ransom Road | Lancaster, NY 14086 | Phone 716.675.9010 | Fax 716.686.0586 **Syracuse** 301 Stoutenger Street | East Syracuse, NY 13057 | Phone 315.437.1453 | Fax 315.437.7431

[www.oconnellelectric.com](http://www.oconnellelectric.com)

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Attachment A

Engineering to IFC			
	Status	Utility Status	Engineering Ctc\$
<b>National Grid</b>			
C1 package	IFC	approved	
E1,E2 package	IFC Update	approved	\$ 50,000.00
Studys	90%	reviewed	\$ 100,000.00
<b>Transmission</b>			
Foundation	IFC	approved	
Above Grade	Pre IFC	90% reviewed	\$ 100,000.00
<b>NYPA</b>			
C1 - Civil / Structural	IFC	in review*	\$ 50,000.00
E1 Schematics	pre IFC	90% eviewed	\$ 200,000.00
E2 Wiring	60%	60% reviewed	\$ 800,000.00
* partial approved - Transformers, control bldg, site grading			
Restroom	5%		\$ 200,000.00
Emerson - Niagara	site review		\$ 395,000.00
Johnson Control - Security	0%		\$ 160,000.00
Sensor Deployment	0%		\$ 350,000.00
High Side Meter - Station Service	0%		\$ 65,000.00
IT / OT Scope	0%		\$ 65,000.00
Phase Spacing	80%		\$ 180,000.00
Engineering Reboot	0%		\$ 120,000.00
<b>Engineering Cost to complete **</b>			<b>\$ 2,835,000.00</b>
OCE Mgmt			\$ 283,500.00
OCE M/U			\$ 311,850.00
<b>Total</b>			<b>\$ 3,430,350.00</b>



**Phillips Lytle 2024 additional contract for STAMP related work**

**Discussion:** Phillips Lytle has prepared a proposal to cover the scope of work for the remainder of 2024 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.

**Fund Commitment:** Not to exceed \$500,000 to be included in the \$33 million.

**Board Action Request:** Recommend approval to the full Board of Phillips Lytle contract not to exceed \$500,000.



Phillips Lytle LLP

VIA EMAIL  
PRIVILEGED & CONFIDENTIAL

May 30, 2024

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

Re: Proposed Supplement to Engagement Letter for STAMP Project - Updated Scope of Work for STAMP Project Support and STAMP Substation Matters for Balance of Calendar Year 2024

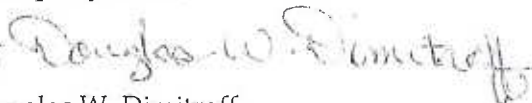
Dear Mark:

Thank you very much for the opportunity to continue to assist the Genesee County Economic Development Center (and its affiliates) with the STAMP Project. The purpose of this letter is to supplement our existing engagement letters relating to STAMP Project Support and the STAMP Substation for the balance of calendar year 2024. 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 and disbursements are incurred, consistent with our existing engagement.

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

Sincerely,

Phillips Lytle LLP

By   
Douglas W. Dimitroff

cc: Adam S. Walters, Esq.  
Matthew J. Fitzgerald, Esq.  
Steve Hyde  
Lezlie Farrell

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

Genesee County Economic Development Center

By \_\_\_\_\_  
Mark A. Masse, Senior Vice President of Operations

Date: June \_\_, 2024

ATTORNEYS AT LAW

DOUGLAS W. DIMITROFF, PARTNER DIRECT 716 847 5408 DDIMITROFF@PHILLIPSLYTLLE.COM

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CANADA: WATERLOO REGION | PHILLIPSLYTLLE.COM

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STAMP Project - 05/30/2024 Supplement to Phillips Lytle Engagement Letter  
"Updated Scope of Work" for  
STAMP Project Support and STAMP Substation Matters - Balance of Calendar Year 2024

1. Additional STAMP Project Support for Balance of Calendar Year 2024 (PL Matter 3082.00035): GCEDC is involved in various review and approval processes for continued development at STAMP including permitting and construction of the: (1) Edwards new manufacturing facility; (2) Project Emporium, (3) the new water main from Niagara County; (5) the new force main to the Village of Oakfield wastewater treatment plant; and (6) various other infrastructure projects at STAMP including issues related to the force main to Orleans County. In addition, review/approvals are needed from various other governmental agencies including the New York State Department of Environmental Conservation, the New York State Office of Parks, Recreation and Historic Preservation, U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Services, the Niagara County Water District, the Town of Alabama and the Village of Oakfield. Additionally, 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.
  
2. Additional STAMP Substation Work (PL Matter 33082.00036): GCEDC will be negotiating revisions to the current draft Development Agreement, by and among NYPA, National Grid, Yellowtail Energy, LLC, and GCEDC pursuant to which GCEDC will acquire the substation assets of, or the membership interests in, Yellowtail. The structure of the transaction is to be determined based on negotiations that will need to occur between the 4 parties to the current draft Development Agreement, and the fees estimate below may need to be adjusted to reflect what may be significant, new negotiations regarding the structure and specific terms of the new transaction.

**Estimated Additional Legal Fees for items 1 and 2 above: \$500,000.00 for work incurred through calendar year 2024.\***

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

### **Access Agreement for Edwards/Geis**

**Discussion:** As part of their construction of their manufacturing facility, Edwards (Geis) would like to access their site via the hammerhead off of STAMP Drive. There is a small (approximately 200 ft by 200 ft) area that is owned by the GCEDC. This Access Agreement allows Edwards (Geis) to install a stone road across this parcel to connect the hammerhead to their site.

**Fund Commitment:** None.

**Committee Action Request:** Recommend approval of access agreement.

## ACCESS LICENSE AGREEMENT

This Access License Agreement (this "Agreement") is made as of the date of the last party to sign (the "Effective Date") by and between Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, a New York public benefit corporation, having an office at 99 MedTech Drive, Batavia, New York 14020-3141 ("GCEDC") and Edwards Vacuum LLC, a Delaware limited liability company, with an address of 6416 Inducon Dr. W., Sanborn, New York 14132 ("Edwards"). GCEDC and Edwards are collectively referred to herein as, the ("Parties").

### RECITALS

A. GCEDC is the fee simple owner of certain real property located in the Town of Alabama, County of Genesee and State of New York described on Schedule A attached hereto and as further shown on the map attached hereto as Schedule A (the "Construction Access Parcel").

B. The Construction Access Parcel is part of the larger site owned by GCEDC and known as the Western New York Science and Technology Advanced Manufacturing Park (the "STAMP Site").

C. Edwards is the fee simple owner of certain real property abutting the Construction Access Parcel upon which Edwards is currently constructing a dry pump manufacturing facility ("Project") as depicted on Schedule B ("Edwards Parcel").

D. GCEDC desires to grant to Edwards a license on, over and through the Construction Access Parcel for the purpose of access to the Edwards Parcel during construction of the Project.

### AGREEMENT

Now, therefore, the Parties agree as follows.

1. Grant of Access License. Subject to the terms and conditions of this Agreement, GCEDC hereby declares and establishes that there shall be a non-exclusive license for the benefit of Edwards for access, ingress and egress of pedestrians, vehicles and equipment on and over the portions of the Construction Access Parcel identified on Schedule A for the purpose of access to the Edwards Parcel during construction of the Project (the "Access License"). This Access License shall remain in full force and effect until (i) written notification from Edwards that it has completed its Project; (ii) revoked by GCEDC, whichever is earlier.

2. Licenses Revocable. This Agreement and the Access License shall be fully revocable by GCEDC at any time, upon five calendar days written notice to Edwards.

3. Reservation of Fee Simple Interest. The Licenses are created solely for the benefit of Edwards and its affiliates, tenants, occupants, licensees, agents, employees, representatives, contractors, invitees, successors and/or assigns (collectively, the "User Parties"). Subject to the Access License, GCEDC reserves its fee simple interest in the Construction Access

Parcel and all rights appertaining thereto, including without limitation, the right to engage in all acts or uses not prohibited by or inconsistent with this Agreement.

4. Insurance.

(a) At all times throughout the term of this Agreement, Edwards shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

- (i) Builder's risk insurance covering loss caused by weather, fire, vandalism or theft affecting the due diligence work. Workers' compensation insurance, disability benefits insurance, and each other form of insurance which Edwards is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of Edwards.
- (ii) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence at the Construction Access Parcel or STAMP Site, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and not less than \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon Edwards by any applicable workmen's compensation law; and a blanket excess liability policy in the amount not less than \$3,000,000, protecting Edwards against any loss or liability or damage for personal injury or property damage.

(b) Except for the Workers' compensation insurance, all insurance required by this Section 4 and any insurance carried by the User Parties relating to the Construction Access Parcel shall name GCEDC as an additional insured to the extent of Edwards indemnity obligations herein. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by Edwards and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which Edwards is engaged. All policies evidencing such insurance, shall provide for (i) payment of the losses of Edwards and GCEDC as their respective interest may appear, and (ii) at least thirty (30) days' written notice of the cancellation thereof to Edwards and GCEDC.

(c) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with GCEDC on or before the commencement of the term

of this Agreement. Prior to expiration of the policy evidenced by said certificates, Edwards shall furnish GCEDC evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

(d) GCEDC may, from time to time, request and obtain from Edwards new or renewal insurance certificates following the termination or expiration of the previously delivered insurance certificates.

5. Compliance with Laws. Throughout the term of this Agreement, Edwards, at its own sole cost and expense, shall promptly comply and cause the User Parties to comply with all present and future laws, ordinances, rules, regulations and requirements of all governmental authorities, which may be applicable to the access across the Construction Access Parcel.

6. Limitation on Recourse. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any of the members, partners, shareholders or owners of the Parties, the User Parties, or any of its or their respective directors, officers, partners, managers, employees or agents (each, a "Party Protected Person"), for the payment of any amounts due or the performance of any other obligation of such Parties or User Parties under this Agreement. In furtherance of the foregoing, the Parties agree that neither shall seek nor obtain, nor be entitled to seek or obtain, any deficiency or other judgment against any Party Protected Person for any action or inaction under or in connection with this Agreement, and each party hereby releases any Party Protected Person from any such claims.

7. Indemnification. Edwards and the User Parties shall keep, save and hold harmless one another, respectively, from any and all claims, damages and liability of third parties resulting from injury or death of persons or physical loss of or damage to property of third parties caused by (i) the use of the Construction Access Parcel; or (ii) the negligence or willful misconduct by the Parties or the User Parties. Edwards and the User Parties shall keep, save and hold harmless GCEDC from any and all claims, damages and liability resulting from injury or death of persons or physical loss of or damage to property of third parties caused by (i) the use of the Construction Access Parcel; or (ii) the negligence or willful misconduct by the Parties or the User Parties.

8. Subsequent Owners Bound; Agreement Runs with Land. The provisions of this Agreement shall run with the land and shall bind and inure to the benefit of and be enforceable by the Parties and any future owners of all or any portion of the land, and their respective successors and assigns.

9. No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties subject to this Agreement to the general public for any public use or purpose whatsoever, it being GCEDC's intention that this Agreement is only for the benefit of Edwards.

10. Notices. All notices, requests, demands, invoices, submissions and other communications under this Agreement shall be made in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whose notice is to be given

or on the date received if sent by recognized overnight delivery service or certified US Mail to the party to whom notice is to be given and properly addressed as follows:

To GCEDC at:

To Edwards at:

11. Entire Agreement. This Agreement shall represent the entire agreement between the Parties and shall supersede any prior agreement whether written or oral.

12. Amendment, Modification or Termination. This Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the Parties.

13. Invalidity. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any conflict of law provision. Any disputes arising hereunder shall be settled in the state courts sitting in the County of Genesee, State of New York or the federal courts in the Western District of New York, and both Parties consent to the personal jurisdiction of said courts and agree not to challenge or assert any defense to the jurisdiction of said courts.

15. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement not the intent of any provision hereof.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page Follows]



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

Genesee County Industrial Development Agency  
d/b/a Genesee County Economic Development  
Center

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Edwards Vacuum LLC

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGEMENT

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

On this \_\_\_\_, day of \_\_\_\_\_ in the year 2024, before me personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

SCHEDULE A  
(Construction Access Parcel)

SCHEDULE B  
(Edwards Parcel)

Doc #11879088.2