



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, July 31, 2024 - 8:00 a.m.
 Location: 99 MedTech Drive, Innovation Zone

Page #'s	Topic	Discussion Leader	Desired Outcome
	1. Call to Order – Enter Public Session	P. 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. Chairman’s Report & Activities	P. Zelif	
2-5	2a. Agenda Additions / Deletions / Other Business 2b. Minutes: July 10, 2024		Vote
	3. Discussions / Official Recommendations to the Board:		
6-38	3a. SEQR Approval Resolution	M. Masse	Disc / Vote
39-46	3b. CPL Contract Force Main to Oakfield	M. Masse	Disc / Vote
47-56	3c. CPL Contract for Onsite Water Tank	M. Masse	Disc / Vote
57-67	3d. Cost Reimbursement Agreement with NYPA	M. Masse	Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting
Wednesday, July 10, 2024
Location: 99 MedTech Drive, Innovation Zone
8:00 a.m.

MINUTES

ATTENDANCE

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

1. Call to Order / Enter Public Session

C. Yunker called the meeting to order at 8:01 a.m. in the Innovation Zone.

1a. Executive Session

M. Clattenburg made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:01 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 C. Kemp and approved by all members present.

1b. Re-Enter Public Session

M. Clattenburg made a motion to enter back into public session at 8:19 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: June 5, 2024

M. Clattenburg made a motion to approve the June 5, 2024, minutes; the motion was seconded by C. Kemp. Roll call resulted as follows:

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

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C. Kemp - Yes

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. O’Connell Electric Proposal for Site Work and Installation of Control House – O’Connell Electric has prepared a proposal to complete the site work and installation for the control house on the high side of the substation (NYPA). The reasons for utilizing O’Connell for this work and not going out to bid are as follows:

1. the Contractor is already on site performing related work,
2. the Contractor is already familiar with the required Services,
3. contracting with the Contractor will reduce or eliminate any delays with the construction of the Substation, and
4. National Grid has written a letter to the Agency dated July 1, 2024 encouraging the continued use of the Contractor by the Agency,
5. Certain confidential pricing information

Fund Commitment: \$1,247,400 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 \$1,247,400.

Resolution No. 07/2024 -03

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

M. Clattenburg made a motion to recommend to the full Board the approval of the O’Connell Electric Proposal for Site Work and Installation of Control House not to exceed \$1,247,400 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

The item was approved as presented.

3b. O’Connell Electric Proposal for Build out of Bay Service for Edwards- O’Connell Electric has prepared a proposal to complete the build out of the 115 kv bay to service the Edwards project at STAMP. The reasons for utilizing O’Connell for this work are as follows:

1. the Contractor is already on site performing related work,
2. the Contractor is already familiar with the required Services,
3. contracting with the Contractor will reduce or eliminate any delays with the construction of the Substation, and
4. the Agency has received the opinion letter dated June 13, 2024, to the effect that the costs of the Services proposed by the Contractor are “reasonable” and “align with industry standards”

Fund Commitment: \$1,598,810 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 \$1,598,810.

Resolution No. 07/2024 - 04

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

C. Kemp made a motion to recommend to the full Board the approval of the O’Connell Electric Proposal for Build out of Bay Service for Edwards not to exceed \$1,598,810 as presented; 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.

3c. Marshalling Yard Agreement with National Grid - As part of their Line 112 rebuild project, as well as the Edwards transmission line construction, National Grid would like to utilize the previously constructed marshalling yard at the STAMP site for mobilization area and storage area for materials and supplies.

Fund Commitment: None.

Committee Action Request: Recommend approval of access agreement to receive payment of \$1,500 per month.

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

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

The item was approved as presented.

4. Adjournment

As there was no further business, M. Clattenburg made a motion to adjourn at 8:24 a.m., seconded by C. Kemp and passed unanimously.

SEQR for STAMP for Certain Proposed Infrastructure Projects

Discussion: See the attached resolution for the timeline and record of previous action taken on SEQR by the GCEDC as Lead Agency. The attached resolution also describes the scope of the items analyzed under this SEQR review.

Having considered the Environmental Information, STAMP Environmental Record, and having considered the relevant environmental impacts, associated with the Current Proposed STAMP Development, and having weighed and balanced the relevant impacts with social, economic and other considerations, the Agency recertifies that:

- (i) The requirements of 6 N.Y.C.R.R. Part 617 have been met; and
- (ii) Consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the Project remains one which avoids or minimizes adverse environmental effects to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

Fund commitment: None.

Committee action request: Recommend to the full Board that the Agency adopt by a majority vote the Negative Declaration (as defined in 6 N.Y.C.R.R. 617.2(y)), and is issued by the Agency pursuant to and in accordance with SEQRA, shall take effect immediately.

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency") was convened in public session at 99 MedTech Drive, Suite 106, Batavia, New York 14020, on August 1, 2024, at 4:00 pm local time.

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

PRESENT:

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

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER TO
ISSUE A NEGATIVE DECLARATION PURSUANT TO THE STATE
ENVIRONMENTAL QUALITY REVIEW ACT CONCERNING CERTAIN
INFRASTRUCTURE MODIFICATION AT THE WESTERN NEW YORK SCIENCE &
TECHNOLOGY ADVANCED MANUFACTURING PARK

Project Name: STAMP 2024 Modifications
Location: Town of Alabama, Genesee County, NY

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

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

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

WHEREAS, in accordance with Article 8 of the New York State Environmental Conservation Law and the regulations promulgated under Article 8 and set forth at Part

617 of Title 6 of the New York Code of Rules and Regulations (collectively referred to as “**SEQR**”), the Agency, acting as Lead Agency conducting a coordinated environmental review, commenced preparation of a generic environmental impact statement for STAMP consisting of the Draft Generic Environmental Impact Statement (“**DGEIS**”) accepted by the Agency on April 14, 2011 and the Final Generic Environmental Impact Statement (“**FGEIS**”) accepted by the Agency on January 19, 2012, followed by a written Findings Statement (“**2012 GCEDC Findings**”) issued by the Agency on March 12, 2012 approving the Project and committing to undertake it; and

WHEREAS, the Agency’s SEQRA determinations have been updated and amended regularly by the Agency in connection with changes and modifications to planned infrastructure for STAMP as well as for specific developments proposed within STAMP to ensure that there are no significant adverse impacts associated with the development of STAMP that were not addressed or not adequately addressed in 2012 GCEDC Findings (collectively, the DGEIS, the FGEIS, 2012 GCEDC Findings, and all subsequent SEQRA determinations by the Agency are referred to as the “**GEIS**”); and

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

WHEREAS, the GEIS analyzed the impacts from full build out of STAMP consisting of rezoning the entire STAMP Site from agricultural/residential use to industrial/advanced manufacturing use, and with constructing and operating 6,130,000 square feet of advanced technology manufacturing uses at full build-out, providing direct employment for over 9,000 people and--certified that, consistent with social, economic and other essential considerations from among reasonable alternatives evaluated, STAMP avoided or minimized adverse environmental impacts to the maximum extent practicable; and

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

WHEREAS, NYSDEC has issued various permits relating to the Project, including certain Incidental Take Permits pursuant to Part 182 (“**Take Permit**”), the latest of which was issued on July 17, 2023 which authorized the Agency to develop the STAMP Site including the incidental take of certain species (“**Winter Raptors**”) as described therein subject to the Agency implementing a Net Conservation Benefit Plan as described in the Take Permit; and

WHEREAS, the Agency has implemented the Net Conservation Benefit Plan and no further mitigation or environmental investigation relative to Winter Raptors is warranted or required; and

WHEREAS, in order to ensure adequate water pressure for fire suppression systems, the Agency is proposing a 0.50 million gallon concrete onsite water storage tank, approximately 48 feet diameter, 40 foot sidewall height and 50 feet at the center of the dome and additional related infrastructure, including an access driveway, control building, and water main installation (collectively, the "**Water Tank**"), to be located adjacent to the Edwards Vacuum development on the Northeast portion of the STAMP Site ("**Edwards Vacuum Site**") and serviced by the Genesee County water main entering the STAMP Site from the south; and

WHEREAS, in order to ensure that a wastewater treatment system will be available for Plug Power and Edwards Vacuum, the Agency and SSW propose to construct a sanitary sewer force main ("**Oakfield Force Main**") which will transport wastewater from STAMP to the Village of Oakfield Waste Water Treatment Plant ("**Oakfield WWTP**"), which has capacity well in excess of STAMP's current needs; and

WHEREAS, the Oakfield Force Main is proposed to travel from a main pump station located on the Stamp Site, north along Crosby Road to STAMP Drive, where it will continue east and cross Alleghany Road (NYS Route 63) then continue along Ham Road to Knowslville Road (C.R. 23) where it will discharge into the wet well of the Intermediate Pump Station, after which it will continue east along Ham Road to Macomber Road, and then continue north along Macomber Road in the Town of Oakfield to Lewiston Road, where it will head southeast to Maltby Road at which it will continue east to North Pearl Street, where it will head south into the Village of Oakfield and connect to the 12" diameter Village of Oakfield collection system ("**Force Main Route**"); and

WHEREAS, the Agency is also proposing to construct a modification to the Crosby Road / Lewiston Road intersection by installing a traffic circle ("**Roundabout**") which will also connect to a to-be-constructed bypass road in order to improve traffic geometry and safety at this intersection at the request of the Town; and

WHEREAS, by letter dated July 1, 2024, the Agency circulated a notice of intent to re-establish itself as lead agency for STAMP to all potentially Interested and Involved Agencies ("**Notice**") in conjunction with the above modifications to STAMP infrastructure, including (1) the Water Tank; (2) the Oakfield Force Main; and (3) the Roundabout (collectively 1-3, the "**2024 Modifications**"); and

WHEREAS, no interested or involved agency objected within 30 days to the re-establishment of the GCEDC as lead agency and thus, the GCEDC has properly been re-established as the lead agency for STAMP; and

WHEREAS, NYSDEC, SHPO, and GCEDC have entered into a 2021 Letter of Resolution (“**LOR**”) which requires the Agency to prepare an initial assessment of each project at STAMP that requires any permitting from NYSDEC for potential impacts to the Nation’s Territory as a potential Traditional Cultural Property of religious and cultural significance based on the National Register Criteria for eligibility (“**TCP**”); and

WHEREAS, on July 1, 2024, the Agency circulated to the Nation an Initial Assessment prepared for the 2024 Modifications pursuant to the LOR (“**Initial Assessment**”) for review and comment, with no comments received to date from the Nation; and

WHEREAS, to aid the Agency in evaluating the significance of potential environmental impacts associated with the 2024 Modifications, the Agency has completed, received and/or reviewed:

- 1) the GEIS;
 - 2) Full Environmental Assessment Form for the Water Tank, Oakfield Force Main, and Roundabout (with attachments thereto) (the “**EAF**”);
 - 3) Village of Oakfield Wastewater Treatment Facility Proposed Connection of STAMP Force Main Basis of Design Report prepared by CPL, dated June 2024 (“**Oakfield BODR**”);
 - 4) Traffic Model Report Memo for the Roundabout, prepared by CPL and dated June 28, 2024 (“**Traffic Report**”);
 - 5) Archeological Report for the Oakfield Force Main, prepared by Deuel Archaeology and dated May 15, 2024 (“**Archaeology Report**”);
 - 6) Visualizations of the Water Tank, prepared by Saratoga Associates (“**Tank Visualizations**”);
 - 7) Hydrology Study of the Oakfield Force Main, prepared by J.M. Davidson Engineering and dated April 19, 2024 (“**Hydro Study**”);
 - 8) Preliminary Engineering Report for the Water Tank, prepared by CPL and dated April 2024 (“**Water Tank BODR**”);
 - 9) Pre-Construction Notice regarding the Oakfield Water Main, prepared by CC Environment and Planning dated June 2024 (“**Oakfield PCN**”);
 - 10) Concept Plan of the Roundabout, dated November 2023 (“**Roundabout Plan**”);
 - 11) Initial Assessment of Impacts to the Nation’s Territory (“**Initial Assessment**”);
- and

12) other relevant environmental information (collectively, 1-11, together with all analysis and supporting documentation referenced therein or relied upon thereby, are incorporated by reference herein in their entirety and shall be referred to as the “**Environmental Information**”); and

WHEREAS, while the Agency is not a “state agency” within the meaning of the Climate Leadership and Community Protection Act (“**CLCPA**”), the Agency has nevertheless evaluated potential environmental impacts on disadvantaged communities and air emissions as set forth more fully below; and

WHEREAS, a thorough analysis of the Environmental Information and potential environmental impacts reveals that it is appropriate that the Agency issue a negative declaration pursuant to 6 N.Y.C.R.R. § 617.10(d)(3) with respect to potential environmental impacts associated with the 2024 Modifications; and

WHEREAS, a thorough analysis of the Environmental Information and potential environmental impacts reveals that the 2024 Modifications will not have any potentially significant adverse environmental impacts that were not addressed in the GEIS.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. Based upon a thorough review and examination of the 2024 Modifications and the Environmental Information, and upon the Agency’s knowledge of the area surrounding the STAMP Site and such further investigation of the 2024 Modifications and their environmental effects as the Agency has deemed appropriate, the Agency makes the following findings with respect to the 2024 Modifications:

- (A) The Project remains a Type I Action;
- (B) The Agency, as Lead Agency for the Project, has undertaken a coordinated review of the 2024 Modifications in accordance with SEQR and the STAMP GEIS, as amended; and

Section 2. Based upon the Agency’s review of the Environmental Information and investigations of the potential environmental impacts associated with the 2024 Modifications, considering both the magnitude and importance of such potential environmental impact, and upon the Agency’s knowledge of the STAMP Site and surrounding area and such further investigations of the 2024 Modifications and their environmental effects as the Agency has deemed appropriate, the Agency has determined that, while the potential environmental impacts associated with the 2024

Modifications were not addressed or not adequately addressed in the STAMP GEIS, the Environmental Information demonstrates that potential environmental impacts associated with the 2024 Modifications will not result in any potential significant adverse environmental impacts, and thus, issuance of a negative declaration pursuant to 6 N.Y.C.R.R. § 617.10(d)(3) with respect to such potential impacts is appropriate. The Agency bases this determination upon the following findings with respect to the 2024 Modifications:

A. Impact on Land:

i. Water Tank

The 2024 Modifications in their entirety will create approximately 5.2 acres of impervious surfaces, including 0.5 acres attributable to the Water Tank. The Water Tank will be constructed entirely within the STAMP Site, adjacent to the Edwards Vacuum Site, which is currently under construction. The impacts to the development of land within this area were thoroughly analyzed under the GEIS.

As detailed in the Water Tank BODR, the area around the Water Tank will be graded to drain runoff away from the Water Tank and the associated driveway and control building. Additionally, the Water Tank design calls for an overflow catch basin which will drain through a new 12-inch drain line. As the Water Tank will be sited on the land adjacent to Edwards Vacuum, the minimal stormwater runoff from the Water Tank will be adequately managed by the stormwater controls on the Water Tank site. Additionally, no mining, dredging, or excavation will be required during construction.

Construction of the Water Tank will be in controlled areas within STAMP Site which is generally a sufficient distance with large boundary setbacks from the surrounding communities to minimize disturbance. Construction will generally take place Monday to Friday from 7:00 a.m. to 7:00 p.m. when noise sensitivity is lowest. Furthermore, the Water Tank site is not located in a coastal erosion hazard area and construction will be implemented with appropriate erosion control measures to limit any associated stormwater impacts.

ii. Oakfield Force Main

The Oakfield Force Main entails the installation of approximately 45,000 linear feet of new 12-inch diameter PVC DR-18 sanitary force main, metering vaults, and maintenance manholes within existing roadside ROWs along the Force Main Route. Construction of the Oakfield Force Main will result in a maximum temporary area of disturbance of 12.9 acres. As detailed in the Oakfield PCN, the Oakfield Force Main will traverse primarily open space and rural land including farmland, forests, and single-family residences. The majority of the project area is upland consisting of previously disturbed areas including road shoulders, mowed lawn, cropland, and excavated

ditches. While some forest is present along the Force Main Route, the road shoulder is wide enough that tree cutting will not be necessary for installation.

Additionally, the Oakfield Force Main will include two pump stations along the route. As detailed in the Oakfield BODR, the Main Pump Station ("MPS") will be located within the STAMP Site and consists of an approximately 10 foot diameter concrete structure with a storage volume of approximately 2,719 gallons and a wet well with an operating depth of approximately 7.63 feet. The Intermediate Pump Station ("IPS"), responsible for carrying wastewater from the MPS to the Oakfield WWTP, will be located at the intersection of Ham Road and Knowlesville Road and will be of similar size to the MPS.

Maintenance manholes will be installed at each high point along the Force Main Route as well. These manholes consist of a 5-foot diameter concrete structure, buried underground, with a 24-inch-wide cast iron lid set flush with existing grade. Some manholes will have an accompanying 2-inch-wide steel vent located adjacent, which will extend 2 feet above ground and will be painted to blend in with its surroundings. According to the Oakfield BODR, valve boxes will also be installed adjacent to the manholes, which consist of 8-inch-wide concrete boxes mounted flush with existing grade.

As detailed below under Impacts to Surface Waters, construction of the Oakfield Force Main is planned to take place primarily during the summer months when surface water flows are generally low, reducing the potential for erosion and sediment transfer. Notwithstanding, appropriate dewatering techniques and erosion control measures will be implemented to limit any associated stormwater impacts including in the event that construction will occur in winter months.

Native soils will be used as backfill material and all disturbed areas will be seeded and mulched with an approved seed mix. Restoration of surfaces will take place immediately after the work in an area is completed. Stream crossing will generally only require 1-3 working days to complete.

The Oakfield Force Main will not be located in a coastal erosion hazard area. As mentioned above, the proposed action will not result in a significant increase in impervious surfaces and will generally only have temporary impacts to approximately 12.9 acres of previously disturbed land. In addition, appropriate soil and erosion control measures during construction will be implemented. Furthermore, as detailed in the Oakfield PCN, the Oakfield Force Main will be revisited at the completion of installation to identify any areas that need additional seeding and mulching and again approximately one year after substantial completion. If there are any areas where the growth of vegetation is covering less than 90 percent of the disturbed area, reseeding will occur.

iii. Roundabout

The STAMP Master Plan includes a bypass road connecting from Stamp Drive to Crosby Road near Route 77. The 2024 Project Modifications include the reconstruction of the intersection of Crosby Road with Route 77 with a roundabout so that the future bypass road can be connected directly into that intersection. The Roundabout would shift the intersection slightly to the southeast and provide four approaches. The installation of the Roundabout will result in the temporary disturbance of approximately 3.5 acres with a minor permanent increase in impervious surfaces over current conditions. The Roundabout will be constructed in the corner of a farm field at the edge of the STAMP Site. Appropriate erosion control measures will be employed during construction to limit any associated stormwater impacts.

iv. Conclusion:

The 2024 Modifications do not include any new potentially significant adverse impacts to land resources or land use that were not analyzed in the STAMP GEIS. Overall, the Current 2024 Modifications will involve a relatively small amount of construction in the context of the overall STAMP Site, with the addition of only 5.2 acres of impervious surface in total. Overall, the 2024 Modifications will have a minimal increase in development, well below the thresholds for development of STAMP set out in the GEIS. Additionally, while the Oakfield Force Main will require disturbance of land along the 45,000 linear feet of the Force Main Route, impacts to land will be generally temporary, lasting only during installation, and impacting lands within existing rights of way. Permanent disturbance that will be caused by the Oakfield Force Main will be limited to the installation of the two pump stations and the manholes along the Force Main Route. Furthermore, the 2024 Modifications will be implemented with appropriate erosion control measures to limit any associated stormwater impacts. Based on these facts, the 2024 Modifications will not have any significant adverse impacts on land that were not analyzed in the STAMP GEIS.

B. Impact on Geological Features:

The STAMP Site does not contain, and is not adjacent to, any unique geologic features or National Natural Landmarks. Furthermore, according to the Archaeology Report, the Oakfield Force Main will not pass through or near any unique geologic features or National Natural Landmarks off-Site. Accordingly, the 2024 Modifications are not anticipated to create any potentially significant adverse impacts to geological features that were not analyzed in the STAMP GEIS.

C. Impact on Surface Water:

i. Water Tank

As detailed in the Water Tank BODR, the area of disturbance with respect to the Water Tank and associated infrastructure does not contain any surface water resources or wetlands. Proper erosion and sediment control measures will be installed along the area of disturbance to avoid stormwater impacts during construction or operation of the Water Tank. Accordingly, the Water Tank will not disturb any surface water resources or wetlands.

ii. Oakfield Force Main

As discussed above, the Oakfield Force Main will cross 7 streams. The wetland delineation included as Appendix J of the Oakfield BODR identifies these to include 3 Class C streams ("**Named Streams**"), and 4 unnamed streams ("**Unnamed Streams**"). In addition, the Oakfield Force Main will also be installed adjacent to a non-jurisdictional wetland on the STAMP Site, wetland W47, along Allegany Road.

The Oakfield Force Main will be installed via Horizontal Directional Drilling ("**HDD**") for the Named Streams and Unnamed Streams. Under this method, a directional drilling launching pad will be constructed on one side of the stream crossing, outside of the banks of the stream. The pad consists of a temporary gravel pad to support the HDD machine while it is working. The pad will be fully removed at the completion of the crossing. The HDD machine will install the pipe a minimum of 10 feet below the bottom of the stream bed. All disturbance and all work will take place outside of the banks of the creek, eliminating any impacts to the natural stream bed. The Oakfield BODR explains that one of the Named Streams, Brinningstool Creek was successfully crossed via HDD with a water main, installed approximately 6 feet below the stream bed. In comparison, and based on the recommendations of the geotechnical assessment attached as Appendix K to the Oakfield BODR, the crossings by HDD will occur at a depth of 10 feet under the stream bed, to minimize the risk of frac-out.

Prior to installation of the Oakfield Force Main, out of an abundance of caution, additional geotechnical investigations will be performed to confirm the soil conditions in these areas are conducive to HDD methods without impacting the environment. As detailed above, a previously-installed water main project did not encounter complications during HDD crossings. Nevertheless, the Agency shall implement the policies and procedures found in the Frac Out Plan previously prepared by the Agency and approved by NYSDEC (as the same has been amended). In the unlikely event that the additional geotechnical investigations determine that there is more than a remote possibility of frac-out, the crossings will be made by open cut installation methods. To complete the work associated with open cut crossings, a temporary coffer dam with a temporary culvert pipe will be constructed to provide a continuous flow of water to the extent that work is taking place when flows are present. The temporary culvert pipe

will be bulkheaded into the existing culvert pipe to prevent backflow from downstream. Turbidity curtains will be installed upstream and downstream of the crossing to prevent the transportation of sediment outside of the work area. Construction will take place during the summer months when flows are low, reducing the potential for sediment transfer. Notwithstanding, dewatering will be required during crossing operations. Water from the work area will be pumped into a filter bag to contain any sediment and allow the water to disperse on the ground naturally. Crossings via open cut/coffer dam are anticipated take approximately 2-3 working days per each crossing.

In terms of the single non-jurisdictional wetland, crossing of this wetland will be accomplished via the open cut method. The Oakfield BODR states that proper erosion and sediment control measures will be installed along the area of disturbance and native soils will be used as backfill material and all disturbed areas will be seeded and mulched with an approved wetland seed mix. This crossing is expected to take 1 to 2 working days and restoration of surfaces will take place immediately after the work in this area is completed.

Once the Oakfield Force Main is installed and flowing, its operation is not anticipated to have significant impacts on surface water resources. The Oakfield Force Main will be interconnected to the Oakfield WWTP, which operates under a SPDES permit which has a flow limit of 0.5 million gallons per day ("mgd"). As detailed in the Oakfield BODR, the Oakfield WWTP has an operating efficiency of 95-99%, based on removal of suspended solids and carbonaceous oxygen demand. The current average daily flow to the Oakfield WWTP is 0.127 mgd. The Proposed initial daily flows to the Oakfield WWTP via the Oakfield Force Main amount to the addition of 20,000 gallons per day of sanitary wastewater from STAMP. Therefore, total flows, when combined with the existing total daily flows, would be well within the capacity of the Oakfield WWTP and its SPDES permit. Further, as detailed in the BODR, improvements to the Oakfield WWTP will be made to reduce phosphorus discharges from the Oakfield WWTP.

iii. Roundabout

The Roundabout will be constructed in the corner of a farm field at the edge of the STAMP Site. This area does not contain any surface water resources or wetlands. Appropriate erosion control measures will be employed during construction to limit any associated stormwater impacts. Accordingly, the Roundabout will not disturb any surface water resources or wetlands.

i. Conclusion:

The 2024 Modifications do not include any new potentially significant adverse impacts to surface waters that were not analyzed in the STAMP GEIS. Overall, the STAMP

GEIS has contemplated an impact of 9.54 acres to low-medium quality wetlands across the STAMP Site, which is far more than what is proposed compared to the 2024 Modifications. The temporary impact to the non-jurisdictional wetland during construction of the Oakfield Force Main will have negligible impacts based on the design specifications for the Project which include appropriate restoration plans. Furthermore, the Oakfield WWTP has adequate capacity and is operating at sufficient efficiency to handle the additional proposed flows from STAMP in compliance with its SPDES permit. In fact, there will be a significant reduction in phosphorous discharges associated with the Project as Oak Orchard Creek is an impaired water body for phosphorous, the Project will actually improve water quality in Oak Orchard Creek. Based on these facts, the 2024 Modifications will not have any significant adverse impacts on surface water that were not previously considered in the STAMP GEIS.

D. Impact on Groundwater:

None of the 2024 modifications entail the types of activities, such as the storage of hazardous materials, which would pose a risk to groundwater. No groundwater will be withdrawn; excavations will not extend substantially into the groundwater table; and no groundwater discharge is proposed. In addition, stormwater management for each specific component shall be implemented to manage surface water flow and allow groundwater infiltration. Furthermore, construction of the 2024 Modifications shall follow the best management regarding stormwater runoff practices laid out in the GEIS. The Oakfield Force Main will transport sanitary wastewater to the Oakfield WWTP for treatment and discharge in compliance with that facility's SPDES permit, and all flows will be monitored by magnetic flow meters within the Main Pump Station ("MPS") and Intermediate Pump Station ("IPS") to ensure no loss of flow from the Oakfield Force Main. Lastly, the 2024 Modifications do not involve the use or storage of any hazardous wastes or materials which would pose a risk to groundwater resources.

Based on these facts, the 2024 Modifications will not have any significant adverse impacts on groundwater that were not analyzed in the STAMP GEIS.

E. Impact on Flooding:

The STAMP Site does not contain, and is not adjacent to, a designated floodway, a 100-year floodplain, or a 500-year floodplain. Accordingly, the 2024 Modifications are not anticipated to create any potentially significant adverse impacts to flooding that were not analyzed in the STAMP GEIS. Additionally, as outlined in the Environmental Information, construction of the Oakfield Force Main includes certain additional environmental controls such as working in periods of low flow conditions, working within continuous operation, practices to minimize erosion, the use of flume pipes to divert water flow during construction, being careful to store debris outside of stream corridors, utilizing temporary bridges, and locating construction staging areas 50 feet

away from all streams where practicable. Additionally, the Oakfield Force Main installation will utilize specific controls when dewatering any streams for open cut/coffer dam crossings which will mitigate any short term impacts, including use of turbidity curtains, timing of work during low flows, filtration and dispersal controls, and limiting work to very short durations. In addition, the Hydro Study confirms that the addition of the proposed flows from STAMP to the Oakfield WWTP will not result in flooding downstream. Based on these facts, the 2024 Modifications will not have any significant adverse impacts on flooding that were not analyzed in the STAMP GEIS.

F. Impact on Air:

The only source of air emissions relating to the 2024 Modifications will result from construction vehicles, as none of the 2024 Modifications will result in increased traffic or new sources of emissions. The construction vehicle emissions related to the 2024 Modifications will result in minor temporary increases in greenhouse gas emissions. The GEIS specifically contemplated the temporary air impacts that are likely to occur during the construction phases of STAMP, and such impacts here are minor in nature and do not rise to the level of requiring any federal or state permits.

Based on these facts, the 2024 Modifications will not have any significant adverse impacts on air that were not analyzed in the STAMP GEIS.

G. Impact on Plants and Animals

i. Water Tank and Roundabout

The site where the Water Tank will be located is largely undeveloped farmland at this point in time. The Roundabout will be constructed in the corner of a farm field at the edge of the STAMP Site adjacent to the intersection of Crosby Road and Route 77. Both sites contain communities of white-tailed deer, common songbirds, and small mammals. The sites were previously identified by NYSDEC as occupied habitat for two New York State threatened or endangered species: the northern harrier and the short-eared owl. As detailed in the Environmental Information, there have been limited observances of the northern harrier in the vicinity of the Water Tank site. GCEDC previously mitigated the loss of all potentially occupied habitat on the STAMP Site for winter raptors through prior environmental reviews and permitting processes with NYSDEC, culminating in the issuance of a Part 182 Incidental Take Permit (“**Take Permit**”). As detailed therein, and as explained in greater detail in the 2023 Negative Declaration, GCEDC has implemented a Net Conservation Benefit Plan to provide for permanent protection of sufficient acreage of suitable habitat for these species, including a NYSDEC-approved monitoring and habitat restoration plan. The sites are not currently used for hunting, trapping, fishing, or shell fishing. Any potential impacts to terrestrial and aquatic ecologies shall be avoided and/or minimized to the maximum

extent practicable by implementation of the Land Management Plan associated with the STAMP Site as well as the Best Management Practices and the Stormwater Mitigation Measures.

ii. Oakfield Force Main

The Oakfield Force Main will permanently develop a small amount of land at the STAMP Site for the MPS, and a small area along the Force Main Route for the IPS. The Force Main Route is mapped by NYSDEC as potentially occupied habitat for three New York State threatened or endangered species: the northern harrier, short-eared owl, and the sedge wren. Notwithstanding, the majority of construction and accompanying temporary impacts from the Oakfield Force Main will occur in roadside adjacent ROWs, which is not typically used by these species due to the regular disturbance, thus any potential impacts will be minor. These impacts will be temporary, occurring primarily during construction. Any disturbed vegetation will be reseeded immediately following construction, allowing for restoration of potential habitat.

As explained in the Oakfield PCN, review of USFWS' Information for Planning and Consultation (IPaC) identified three federally listed or eligible species as potentially occurring within the Force Main Route. These include the northern long-eared bat ("NLEB"); the tricolored bat; and the monarch butterfly. Of these, only the NLEB is a federally listed endangered species, whereas the tricolored bat is a proposed endangered species and the monarch butterfly is a candidate species for federal listing. The NLEB and tricolored bats are primarily a forest-dependent species that utilize a variety of forest habitats for roosting, foraging, and rearing young. Decline of these species is primarily attributed to disease and not habitat loss.

As detailed in the Oakfield PCN, the USFWS has indicated that there are no known NLEB maternity roost trees within 1.5 miles or winter hibernacula within 5 miles of the Force Main Route and there are no known occurrences of the species in the nearby vicinity. The NLEB range-wide key within IPaC was consulted to determine the likelihood of potential "take" of the species and, based on the submission, a determination of "No Effect" was reached. Additionally, no tree cutting is proposed for the Oakfield Force Main, and impacts to culverts, which may serve as habitat to NLEB and tri-colored bats, will be isolated and temporary, generally lasting only one day per stream crossing.

Tri-colored bats have not been formally listed at this time, but a listing decision is expected to occur in summer 2024, however, based on the above, there are no expected impacts to the tri-colored bat from the Oakfield Force Main.

The monarch butterfly, as a candidate species, is not listed and thus impacts to the species do not need to be formally evaluated. Notwithstanding, the Force Main Route,

being in adjacent ROWs, is regularly disturbed by vehicles and scheduled mowing, and would not provide adequate habitat for the monarch butterfly. Accordingly, impacts to this species are not expected to be significant.

iii. Conclusion

As detailed above, all development on the STAMP Site has already been mitigated through GCEDC's implementation of the Net Conservation Benefit Plan for any threatened/endangered species which could be impacted by the 2024 Modifications. Since NYSDEC's initial determination that portions of the STAMP Site constitute potentially occupied habitat for the species in question, the STAMP Site has seen significant changes to the on-the-ground conditions of the area considered by the NYSDEC to be occupied habitat. Specifically, the majority of the open space on the STAMP Site (consisting of approximately 665 acres) is now in row crops while a relatively small portion remains as hay or fallow fields. The approximately 170 acres of hay fields that were primarily used by bird species during the previous winter were converted to row crops (by way of the Ag. Exemption) or developed in 2022. In total, four short-eared owls and five northern harriers were documented at STAMP during the "wintering season" which is November through April. These birds have only been observed foraging on the STAMP Site, and no breeding activity has ever been observed on the STAMP Site (as confirmed by separate, breeding season surveys undertaken pursuant to NYSDEC guidance). Furthermore, there has been monitoring and surveying for the wintering raptors regularly at the STAMP Site since the STAMP Site was granted a Take Permit under Part 182.

The development off site of the Oakfield Force Main will occur in previously disturbed lands which provide unsuitable habitat for the species discussed above. Furthermore, the majority of land disturbance related to the Oakfield Force Main, will be temporary and fully mitigated.

Based on these facts, the 2024 Modifications will not have any significant adverse impacts on plants or animals not previously considered in the STAMP GEIS.

H. Impact on Agricultural Land Resources:

i. Water Tank

The Water Tank will be located to the north of the Edwards Vacuum Site within STAMP, the development of which was already determined to not have a significant impact on agricultural land. The development of the Water Tank will disturb approximately .5 acres.

ii. Oakfield Force Main

The Oakfield Force Main will largely result in temporary impacts along the entirety of the Force Main Route. Permanent disturbance will be limited to the approximately 10 foot diameter MPS and IPS, as well as associated manholes. Aside from the small portion installed on the STAMP Site, the Oakfield Force Main will be installed in roadside ROWs along the Force Main Route not available for agricultural use. Furthermore, installation of the Oakfield Force Main will not prevent the use of lands adjacent to the Force Main Route from being utilized for agricultural uses.

iii. Roundabout

The Roundabout will occupy a portion of the STAMP Site directly adjacent to the Edwards Vacuum Site composed of approximately 3.5 acres of undeveloped farmland, development of which was previously contemplated in the GEIS.

iv. Conclusion

The GEIS contemplated that full development of the STAMP Site will result in a loss of agricultural use. The potential loss of future agriculture use of the Project Site represents less than 1% of the total crop land acres located in Genesee County (i.e., 0.65%), and approximately 1.7% of total cropland acres located in Agricultural District No. 2. There are approximately 148,584.30 acres of crop land located in Genesee County, with approximately 120,365 acres of this total classified as prime farmland. Agricultural District No. 2 encompasses 55,143.18 acres of land located in the towns of Alabama, Batavia, Elba, Oakfield, and Pembroke. Based on the available information, approximately 900 acres of the STAMP Site are currently being used for farming. The total area of prime farmland located within the STAMP Site is approximately 275 acres, representing 0.23% of the total prime farmland located in Genesee County and 0.49% of the total prime farmland acreage located in Agricultural District No. 2.

Here, the 2024 Modifications propose the development of approximately 5.2 acres which is far less than what was contemplated in the STAMP GEIS, much of which is already unavailable for agricultural use or was previously contemplated for development under the GEIS and subsequent negative declarations. Based on these facts, the 2024 Modifications will not have any significant adverse impacts on agricultural land resources that were not analyzed in the STAMP GEIS.

I. Impact on Aesthetic Resources:

i. Water Tank

The Water Tank is comprised of a 0.50 million gallon concrete onsite water storage tank, approximately 48 feet in diameter, 40 foot sidewall height and 50 feet at the center of the

dome, to be located on the Edwards Vacuum Site. The nearest officially designated and publicly accessible federal, state, or local scenic or aesthetic resources (Iroquois National Wildlife Refuge and the John White Game Farm), as well as the Nation's territory are separated from the proposed development by substantial distance as well as significant existing vegetative screening. In order to assess the potential visual impacts of the Water Tank, Saratoga Associates has prepared the Tank Visualizations which include all current and proposed development associated with STAMP. As depicted in the Tank Visualizations, the above-ground components of the Water Tank will be well-screened by the substantial existing vegetation on the STAMP Site as well as the significant setbacks to adjacent land uses. Furthermore, the Water Tank will have a single, dark sky compliant light mounted at the door of the control building, and no lighting will be required on the Water Tank itself.

ii. Oakfield Force Main

The Oakfield Force Main is composed of a buried 45,000 foot 12 inch sanitary wastewater main, the MPS and IPS, manholes, and vents. With the exception of the vents and pump stations, all structures composing the Oakfield Force Main will be installed either well below the ground surface, or flush with the existing grade. The vents will be small in size, 2 inches wide and two feet tall, installed in the ROWs along the Force Main Route, and painted to match their surroundings. Overall, the existence of the Oakfield Force Main will be largely imperceptible.

iii. Roundabout

The Roundabout will replace the existing intersection at Crosby Road and Lewiston Road. The Roundabout will be largely installed flush with surrounding roadway with the addition of some accompanying curbing.

iv. Conclusion

The 2024 Modifications will largely be imperceptible to surrounding uses, as the Oakfield Force Main and Roundabout will be constructed flush with the surrounding ground or below grade. Although the 2024 Modifications will create new structures on the STAMP Site, most notable the Water Tank, development has been designed in a low-density campus setting, meaning that development is respectful and complements the STAMP Site's natural landscape. The STAMP Site as a whole is surrounded by foliage that creates a natural barrier to visual impacts.

Additionally, a 400-foot perimeter will be maintained around the perimeter of the STAMP Site to mitigate any aesthetic impacts from permanent structures. Lastly, a minimum 500-foot buffer will be maintained along the STAMP Site' boundary adjoining the John White Wildlife Management Area, in addition to the minimum 500' (and in

some places extending up to approximately 1,200') buffer surrounding the border of the western boundary of the STAMP Site where it abuts the Nation's territory. These buffers have been put in place to mitigate any aesthetic impacts from the development of the STAMP Site may have. Regarding the 2024 Modifications, the STAMP GEIS has planned for STAMP's development and has contemplated the possible aesthetic impact to the surrounding communities. Notably, none of the projects referenced above will exceed the height limitation set forth in the STAMP GEIS (110').

Additionally, the Tank Visualizations confirm that the Water Tank will be well-screened by the substantial existing vegetation on the STAMP Site as well as the significant setbacks to adjacent land uses.

Based on these facts, the 2024 Modifications will not have any significant adverse impacts on aesthetic resources that were not analyzed in the STAMP GEIS.

J. Impact on Historic and Archeological Resources:

The STAMP Site does not contain, nor is it adjacent to, a building, or district which is listed on, or that has been nominated to the State or National Register of Historic Places. The STAMP Site does abut the Nation's Territory to the west, and impacts to historic and archaeological resources are analyzed extensively in the GEIS, and the GEIS details that (under the supervision of the USACE) the Agency has comprehensively cleared the relevant portions of the STAMP Site of archaeological resources.

i. Water Tank

The Edwards Vacuum Site, where the Water Tank will be constructed, is located in or adjacent to an area designated as sensitive for archeological sites by the State Historic Preservation Office. In order to analyze potential impacts of the Edwards Vacuum project upon historic and archeological resources, a Phase I, II, and III Cultural Resource Investigation was undertaken for the STAMP Site. As detailed in the GEIS, the Cultural Resource Investigation documented that the Water Tank site is not near or contains an archeological site or district which is listed on the national or state register of historic places or that has been determined by the commissioner of the New York State Office of Parks, Recreation and Historic Preservation to be eligible for listing on the state register of historic places.

ii. Oakfield Force Main

The Oakfield Force Main will be located within a small portion of the STAMP Site, as well as previously disturbed ROWs along the Force Main Route. As detailed in the Archaeology Report, there are no map-documented structures within the anticipated area of effect of the Oakfield Force Main. Notwithstanding, the Fore Main Route is

located in an archaeologically sensitive zone.

However, the Archaeology Report explains that past Phase IA and IB cultural resource investigations along the Force Main Route for other related and unrelated projects did not identify any archaeological sites. Based on these results, as well as field reconnaissance along the Force Main Route, the Archaeology Report concluded that no cultural resources will be impacted by Oakfield Force Main, and that no further investigation was required. Nevertheless, the Agency shall undertake additional Phase IA and IB investigations prior to construction to insure that any potential archaeological resources are appropriately addressed.

iii. Roundabout

The Roundabout will be constructed within an existing, previously disturbed paved roadway intersection and as well as land adjacent to the Edwards Vacuum Site previously analyzed for impacts to historical and archaeological resources as discussed above with regards to the Water Tank. As detailed in the 2023 Negative Declaration, the Cultural Resource Investigation documented that the Edwards Vacuum Site, including the area to be developed by the Roundabout, is not near or contains an archeological site or district which is listed on the national or state register of historic places or that has been determined by the commissioner of the New York State Office of Parks, Recreation and Historic Preservation to be eligible for listing on the state register of historic places.

iv. Conclusion

In order to address any potential impacts associated with the future development of a specific use at the STAMP Site, the GCEDC is a part to both a Programmatic Agreement and Letter of Resolution with the USACE, NYSDEC, and SHPO in accordance with the STAMP GEIS. Pursuant to these agreements, GCEDC has undertaken the above-referenced archaeological investigation in order to clear the STAMP Site of archaeological resources.

In addition, the Programmatic Agreement and Letter of Resolution provide for procedures for USACE or NYSDEC (depending on permitting authority) to assess potential impacts on the Nation's territory as a property of religious and cultural significance pursuant to the National Historic eligibility criteria. As detailed herein, the 2024 Modifications are not anticipated to be appreciably seen, heard, smelled, or otherwise have any impact on the Nation's territory, all as documented in Environmental Information, including the IA.

Based on these and the above facts, the 2024 Modifications will not have any significant adverse impacts on cultural resources.

K. Impact on Open Space and Recreation:

i. Water Tank

The construction of the Water Tank will not result in a loss of recreational opportunities or a reduction in open space sources because the site where it will be located is not currently used for hunting, fishing, trapping, or shell trapping.

In terms of off-site recreational resources, the closest is the Iroquois National Wildlife Refuge (federal) and the John White Game Farm (New York State wildlife management area) which are both approximately 2 miles away, and also will be unaffected by the Water Tank.

ii. Oakfield Force Main

The Oakfield Force Main will not result in a loss of recreational opportunities or a reduction in open space sources because the Force Main Route is not currently used for hunting, fishing, trapping, or shell trapping.

Furthermore, no off-site recreational resources, will be effected by the Oakfield Force Main. The Oakfield Force Main will facilitate initial flows from STAMP of up to 20,000 gallons per day of sanitary wastewater to the Oakfield WWTP, which outfalls to Oak Orchard Creek, a Class C stream. Per NYSDEC regulations, a Class C stream is appropriate for fishing but not direct water contact recreation. The Oakfield PCN indicates that Oakfield WWTP has capacity to receive the proposed wastewater flows from the Oakfield Force Main, and can efficiently process these flows in compliance with its SPDES permit, protective of the stream classification. In addition, the Oakfield BODR proposes upgrades to the Oakfield WWTP which would allow it to treat for phosphorus removal not currently required under the SPDES permit, but which may be required by NYSDEC in the future. Accordingly, the additional flows to the Oakfield WWTP from the Oakfield Force Main, would not impact recreation in Oak Orchard Creek.

iii. Roundabout

The Roundabout will not result in a loss of recreational opportunities or a reduction in open space sources because site where it will be constructed is not currently used for hunting, fishing, trapping, or shell trapping and will not impact off-site recreation opportunities.

iv. Conclusion

Although there is hunting that takes place directly to the west of the STAMP Site on the Nation's land, there will be no tangible impacts to this area due to the precautions the 2024 Modifications have contemplated such as the boundary buffer, dark sky compliant lighting, and lack of odors (discussed below) emanating from the 2024 Modifications (it is also noted that prevailing winds carry odors away from the Nation's territory rather than to it from the STAMP Site).

The 2024 Modifications will not result in a loss of recreational opportunities or a reduction in open space sources because the STAMP Site and Force Main Route are not open to the public or utilized by the public for any outdoor activities. Based on these facts, the 2024 Modifications will not have any significant adverse impacts on open spaces and recreation that were not analyzed in the STAMP GEIS.

L. Impact on Critical Environmental Areas:

There are no Critical Environmental Areas as described in subdivision 6 N.Y.C.R.R. 617.14(g) on the STAMP Site or in proximity to the STAMP Site, the Force Main Route, or the Roundabout. Accordingly, the 2024 Modifications will not have a significant adverse impacts upon Critical Environmental Areas that were not analyzed in the STAMP GEIS.

M. Impact on Transportation:

i. Water Tank

The Water Tank will not increase traffic or create a new demand for transportation facilities or services with the peak traffic being in the morning and the evening. The Water Tank includes the creation of new driveway to access the Water Tank, which will provide ample off street parking for workers servicing the Water Tank equipment.

ii. Oakfield Force Main

The Oakfield Force Main, being limited to the installation of a sanitary wastewater force main, will not increase traffic or create a new demand for transportation facilities or services with the peak traffic being in the morning and the evening. Furthermore, the Oakfield Force Main will not create or modify parking spaces and does not include the modification of roads and creation of new roads.

iii. Roundabout

The Roundabout will not increase traffic or create a new demand for transportation facilities or services with the peak traffic being in the morning and the evening. The Roundabout includes the modification of roads and creation of new roads by replacing

the existing three way intersection at Crosby Road and Lewiston Road with a traffic circle. The Roundabout is proposed at the request of the Town in order to improve existing traffic geometry at this intersection.

As detailed in the Traffic Report, this intersection has not been identified as having any traffic concerns but the Roundabout would alleviate the geometric challenges with the existing three way intersection and could accommodate the proposed bypass road through STAMP at such time it is constructed. The Traffic Report goes on to explain that Roundabouts, such as this one, efficiently distribute traffic through intersections and concluded that the Roundabout would be expected to function at a high level of service.

iv. Conclusion

The GEIS analyzed a full build out of the STAMP Site regarding traffic and peak congestion of the surrounding roads. Although the continual build out of the STAMP Site will increase traffic, the STAMP GEIS contemplated this when it was completed in 2012, thus a partial build out will be within the parameters of the STAMP GEIS. The STAMP GEIS (as well as the GCEDC Findings Statement) provided that no additional traffic study need be prepared until the development of the site has resulted in over 1,925 trips during the peak PM hour.

The 2024 Modifications will have no increase traffic or create a new demand for transportation facilities or services with the peak traffic being in the morning and the evening and therefore, do not violate the STAMP GEIS threshold of 1,424 vehicle trips. Furthermore, the development of the Roundabout will have an increase in the efficiency and safety of existing traffic moving through the Crosby/Lewiston Road intersection. Accordingly, the 2024 Modifications will not have significant adverse impacts upon Transportation that were not analyzed in the STAMP GEIS.

N. Impact on Energy:

The Water Tank and Oakfield Force Main will generate a minor new demand for energy. Cumulatively, the 2024 Modifications will require 25,000 kW. No update to the substation is required for the 2024 Modifications. The source of the power will be from the local utility, which has ample capacity.

A partial build out of the STAMP Site will utilize less energy than the full build out contemplated in the GEIS from 2012 (185 MW, which has since be updated to 600 MW after the construction of the STAMP substation). The 2024 Modifications are estimated to consume approximately 25,000kW of energy, which, in addition to the accepted 276.5 MW for current tenants of the STAMP Site is still far below the current GEIS threshold of 600 MW. Accordingly, the 2024 Modifications will not have a significant

adverse impact upon energy that were not analyzed in the STAMP GEIS.

O. Impact on Noise, Odor, and Light:

i. Water Tank

The Water Tank will have minor temporary impacts on noise. More specifically, the construction of the Water Tank will exceed the ambient noise levels because of typical construction noises such as trucks and excavators. The Water Tank operations are not anticipated to appreciably increase ambient noise conditions at the border of the STAMP Site or exceed the STAMP boundary noise limits set in the GEIS.

The Water Tank will not have an effect on odor on the STAMP Site because the project does not include any processes or substances that result in odors migrating off the site.

The Water Tank will have a minor effect on light due to a single overhead light mounted at the door of the control building. As mentioned above, no light will be mounted atop the Water Tank itself which will be dark sky compliant. Furthermore, as discussed above, the Water Tank and the associated light mounted on the control building, are substantially set back from surrounding uses and have significant vegetative screening.

ii. Oakfield Force Main

The Oakfield Force Main will have minor temporary impacts on noise. Specifically, the construction of the Oakfield Force Main will exceed the ambient noise levels because of typical construction noises such as trucks and excavators. The Oakfield Force Main operations are not anticipated to appreciably increase ambient noise conditions at the border of the STAMP Site or along the Force Main Route, or exceed the STAMP boundary noise limits set in the GEIS. While the Oakfield Force Main MPS and IPS will operate mechanical pumps, these will be buried underground and are not expected to be noticeably perceptible. The Oakfield BODR also indicates that operation during a power failure will be enabled by a standby diesel-fueled generator located in a sound-attenuating enclosure.

The Oakfield Force Main is not expected to have an effect on odor along the Force Main Route because it is designed as a fully enclosed, underground system. Notwithstanding, the Oakfield BODR provides that odor control provisions, likely in the form of chemical addition, will be provided for initial low flow conditions due to the potential for septic conditions with extended detention times in the Oakfield Force Main.

The MPS and IPS will have minor warning lights on the exterior of the structures,

however, these lights will only be activated in the event of an alarm triggering and will not include strobing features.

iii. Roundabout

The Roundabout will have minor and temporary impacts on noise. More specifically, the construction of the Roundabout will exceed the ambient noise levels because of typical construction noises such as trucks and excavators.

The Roundabout will not have an effect on odor on because the project does not include any processes or substances that result in odors migrating off the site.

There is no lighting proposed for the Roundabout beyond typical street lighting found throughout the adjacent roadways.

iv. Conclusion

Potential impacts during construction and operation of the Project to noise have been assessed according to NYSDEC guidelines. The Town does not have a noise control ordinance that applies to STAMP. NYSDEC's published guidance "Assessing and Mitigating Noise Impacts" (NYSDEC, 2001) establishes a basis to assess the Project's potential for those impacts.

Taking the NYSDEC guidelines into consideration, the Project will limit noise at the STAMP boundary to an LEQ of 65 dBA during the day and 45 dBA at night. NYSDEC guidelines state that noise sources should not increase levels above 65 dBA in non-industrial areas. The proposed property line requirement of 65 dBA during the day and 45 dBA at night will ensure that the 65 dBA level referenced by NYSDEC for non-industrial areas is not exceeded. The resulting maximum Project level of 65 dBA generally does not exceed maximum existing average baseline noise levels documented within the vicinity of the Project, which range from 63 dBA to 73 dBA.

The 2024 Modifications will generally not involve operations, processes, or substances that have odor impacts. While the Oakfield Force Man will convey sanitary wastewater, it will do so in a fully enclosed underground system which does not emit odors. Furthermore, the only potential odor emissions from the Oakfield Force Main which could occur during the initial low flow conditions will be fully mitigated.

The 2024 Modifications involve the addition of only a single light (excluding roadway lighting), which will be dark sky compliant and well screened from surrounding uses.

Accordingly, the 2024 Modifications will not have significant adverse impacts upon

noise, odor, and light that were not analyzed in the STAMP GEIS.

P. Impact on Public Health:

i. Water Tank

The construction of the 2024 Modifications is expected to take approximately one year, with the potential for all phases proceeding simultaneously.

During the construction phases of the Water Tank, construction personnel are likely to encounter a number of physical hazards that are typically associated with commercial construction. All Water Tank construction will take place within the boundaries of the Edwards Vacuum Project. Because it is located within the STAMP Site, the general public's exposure to any hazards will be limited. Additional fencing signs and barriers will be utilized around the Water Tank construction area and, where necessary, will delineate excavations and prevent the entry to the Water Tank of unauthorized personnel. Appropriate signs will be posted to inform those entering the Edwards Vacuum project of potential construction hazards and appropriate actions to be taken while on the Edwards Vacuum project. Additionally, the Water Tank will minimize risks to construction personnel by fully complying with applicable OSHA and New York State Labor Law requirements. Thus, it is anticipated that the construction work associated with the Water Tank will not have a significant impact on public health and safety.

Furthermore, there will be no commercial generation, treatment, or disposal of hazardous waste at the Water Tank site. Additionally, there will be no pesticides used during construction or operation of the Water Tank.

No construction of, or modification to, any solid waste management facility will be necessary to accommodate the Water Tank. While hazardous waste is not anticipated to be unearthed during construction or operation of the Water Tank, any such materials (if unearthed) will be disposed of in accordance with all applicable federal, state, and local rules and regulations.

Finally, the Water Tank is being constructed for the express purpose of ensuring there is adequate water pressure for STAMP tenants' fire suppression systems.

ii. Oakfield Force Main

During the construction phases of the Oakfield Force Main, construction personnel are likely to encounter a number of physical hazards that are typically associated with commercial construction. All Oakfield Force Main construction will take place within the boundaries of the STAMP Site and within the ROWs located along the Force Main

Route. Where it is located within the STAMP Site, the general public's exposure to any hazards associated with construction of the Oakfield Force Main will be limited. Additional fencing signs and barriers will be utilized along the Force Main Route and, where necessary, will delineate excavations and prevent the entry to the Force Main Route of unauthorized personnel. Appropriate signs will be posted to inform those entering the Force Main Route of potential construction hazards and appropriate actions to be taken while on the project. Additionally, the Oakfield Force Main will minimize risks to construction personnel by fully complying with applicable OSHA and New York State Labor Law requirements. Thus, it is anticipated that the construction work associated with the Oakfield Force Main will not have a significant impact on public health and safety.

Furthermore, there will be no commercial generation, treatment, or disposal of hazardous waste from the Oakfield Force Main. Additionally, there will be no pesticides used during construction or operation of the Oakfield Force Main. While the Oakfield Force Main will transport sanitary wastewater to the Oakfield WWTP, as discussed above, the Oakfield WWTP has ample capacity and operates at adequate efficiency to prevent any potential negative health impacts from the additional flows. Furthermore, as explained in the Oakfield BODR, additional treatment for removal of phosphorus at the Oakfield WWTP, which is not currently occurring and which is proposed for the Oakfield Force Main, will further serve to reduce impacts to human health.

No construction of, or modification to, any solid waste management facility will be necessary to accommodate the Oakfield Force Main beyond potential voluntary improvements to the Oakfield WWTP. While hazardous waste is not anticipated to be unearthed during construction or operation of the Oakfield Force Main, any such materials (if unearthed) will be disposed of in accordance with all applicable federal, state, and local rules and regulations.

iii. Roundabout

During the construction phases of the Roundabout, construction personnel are likely to encounter a number of physical hazards that are typically associated with commercial construction. All Roundabout construction will take place within the boundaries of the intersection of Crosby Road and Lewiston Road as well as portions of the STAMP Site adjacent to the Edwards Vacuum Site. Because the construction is isolated to a single intersection and the STAMP Site, the general public's exposure to any hazards will be limited. Additional fencing signs and barriers will be utilized around the Roundabout construction area and, where necessary, will delineate excavations and prevent the entry to the Roundabout construction area of unauthorized personnel. Appropriate signs will be posted to inform those entering the Roundabout construction area of potential construction hazards and appropriate actions to be taken. Furthermore, there

is ample detour alternatives to conveniently reroute traffic around the Roundabout as needed.

Additionally, the Roundabout will minimize risks to construction personnel by fully complying with applicable OSHA and New York State Labor Law requirements. Thus, it is anticipated that the construction and demolition work associated with the Roundabout will not have a significant impact on public health and safety.

Furthermore, there will be no commercial generation, treatment, or disposal of hazardous waste at the Roundabout. Additionally, there will be no pesticides used during construction or operation of the Roundabout.

No construction of, or modification to, any solid waste management facility will be necessary to accommodate the Roundabout. While hazardous waste is not anticipated to be unearthed during construction or operation of the Roundabout, any such materials (if unearthed) will be disposed of in accordance with all applicable federal, state, and local rules and regulations.

Finally, the Roundabout is being constructed at the request of the Town to improve traffic geometry. As explained in the Traffic Report, the Roundabout will increase the safety and efficiency of vehicles moving through the intersection.

iv. Conclusion

As discussed above, the 2024 Modifications will not involve the generation, treatment, or disposal of hazardous waste nor will pesticides be used during construction. The 2024 Modifications will not involve construction or modification of any solid waste management facility and while no hazardous waste is anticipated to be unearthed during construction, if it is encountered it will be disposed of in accordance with all applicable rules and regulations.

Finally, the 2024 Modifications will generally enhance public health and safety by facilitating adequate fire protection, sanitary wastewater treatment, and traffic circulation. Accordingly, the 2024 Modifications will not have significant adverse impacts upon public health that were not analyzed in the STAMP GEIS.

Q. Impact on Character and Community Plans:

i. Water Tank

As determined by the 2023 Negative Declaration, the Edwards Vacuum project is in line with the Genesee County Smart Growth Plan (“GCSGP”) and the land use plan for the STAMP Site. As the Water Tank is being built to directly support Edwards Vacuum

and the other STAMP Tenants, it is also in line with these community plans. The plot of the STAMP Site where the Water Tank is going to be built is zoned as Technology District 1 (“TD-1”), and the Water Tank is an accessory use consistent with the underlying zoning designation of TD-1. Further, as detailed above, the Water Tank is not anticipated to be appreciably seen, heard, or smelled from neighboring properties.

ii. Oakfield Force Main

The GCSGP identifies the STAMP Site as a priority development area, encouraging the development of the same in lieu of non-priority areas elsewhere. As the Oakfield Force Main directly facilitates the development of the STAMP Site in accordance with the land use plans for the STAMP Site, it is directly in line with the GCSGP. Further, as detailed above, the project is not anticipated to be appreciably seen, heard, or smelled from neighboring properties. Furthermore, the Oakfield Force Main is also intended to serve the Town in furtherance of commitments made from the GCEDC in the Incentive Zoning Agreement and associated amendments, which is in accordance with recommendations in the Town comprehensive plan.

iii. Roundabout

The Roundabout is being constructed at the request of the Town to improve traffic geometry and safety and the intersection of Crosby Road and Lewiston Road. The Roundabout does not implicate the GCSGP and there is no specific recommendation with regards to this intersection in the Town comprehensive plan. Further, as detailed above, the project is not anticipated to be appreciably seen, heard, or smelled from neighboring properties.

iv. Conclusion

The STAMP GEIS extensively analyzes the development of STAMP and potential impacts on surrounding communities. As the 2024 Modifications are otherwise entirely consistent with the thresholds and mitigation measures set forth in the STAMP GEIS, and there are no inconsistent or significant impacts associated with the same that were not previously analyzed in the STAMP GEIS.

R. Impact on Disadvantaged Communities

New York’s Climate Justice Working Group (“CJWG”) in its official map of Disadvantaged Communities (“DACs”) has identified the Nation’s Territory (Census Tract 36037940100) and large portions of Genesee County (including the Town, Census Tract 36037950300) as DACs. As early as 2012, the GCEDC Findings Statement which followed the issuance of the GEIS included a detailed explanation of the public need

and benefit achieved through the development of STAMP. As detailed in the 2012 Findings Statement:

The Project's central purpose is to play a significant role in reversing a trend of economic stagnation that has affected the Western New York region in recent years. The need for reversing this trend may be seen locally in 2010 US Census figures indicating declines in population for both the Town of Alabama and Genesee County over the past ten (10) years. STAMP will result in a number of benefits that have the potential to mitigate this trend in a substantial way.

While not specifically called out as such in the GEIS, all mitigative measures associated with STAMP are inherently geared towards achieving the benefits of STAMP while reducing any potential adverse impacts on surrounding DACs to the maximum extent practicable. As detailed extensively herein, the 2024 Modifications will not result in any tangible impacts on either the Nation's Territory or the Town. In fact, the construction of the Roundabout is anticipated to improve traffic conditions in the Town, without adversely impacting the Nation's Territory. Accordingly, the 2024 Modifications are entirely consistent with the thresholds and mitigation measures set forth in the STAMP GEIS, and there are no inconsistent or significant impacts associated with the same that were not previously analyzed in the STAMP GEIS.

Section 3. Having considered the Environmental Information, STAMP Environmental Record, and having considered the relevant environmental impacts, associated with the 2024 Modifications, and having weighed and balanced the relevant impacts with social, economic and other considerations, the Agency recertifies that:

- (i) The requirements of 6 N.Y.C.R.R. Part 617 have been met; and
- (ii) Consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the Project remains one which avoids or minimizes adverse environmental effects to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to

cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 5. This Resolution, which is adopted by a majority vote of the Agency, shall serve as a Negative Declaration (as defined in 6 N.Y.C.R.R. 617.2(y)), and is issued by the Agency pursuant to and in accordance with SEQR, shall take effect immediately.

Section 6. For further information on this Determination of Significance/
Negative Declaration contact:

Mark Masse
99 MedTech Drive, Suite 106
Batavia, New York 14020
Phone: 585-343-4866
Email: mmasse@gcedc.com

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

	<i>Yea</i>		<i>Nay</i>		<i>Absent</i>		<i>Abstain</i>	
Peter Zeliff	[]	[]	[]	[]
Matthew Gray	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]
Chandy Kemp	[]	[]	[]	[]
Kathleen Manne	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]

The Resolution was thereupon duly adopted.

CERTIFICATION

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

I, the undersigned [Asst.] Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on August 1, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this _____ day of August 1, 2024.

Secretary

Clark Patterson Lee Proposal for preparation of design, engineering, and permitting for a force main to the Oakfield WWTF

Discussion: The Edwards Genesee project is in need of the design, engineering and construction of certain onsite utilities to support their new facility at STAMP. These improvements will include roadways, water lines, onsite water storage tank and wastewater lines.

Fund Commitment: \$1,961,925 from the \$56 million NYS award or GCEDC matching funds.

Committee Action request: Recommend approval of the proposal from Clark Patterson Lee to prepare the design, engineering, and permitting for a force main to the Oakfield WWTF



July 11, 2024

Mr. Mark Masse, CPA
Senior Vice President of Operations
GCEDC
99 MedTech Drive, Suite 106
Batavia, New York 14020

**RE: STAMP OAKFIELD FORCE MAIN DESIGN
PROPOSAL FOR ENGINEERING SERVICES**

Dear Mark:

CPL is pleased to submit our proposal for civil engineering design and permitting services related to the design of a new force main from the STAMP site to the Village of Oakfield Wastewater Treatment Facility (WWTF).

Project Understanding

Our proposal is based on our intimate knowledge of the STAMP project and our significant involvement in its development over the past fifteen years. This proposal addresses the need for a new sanitary sewer force main related to STAMP development and other potential tenants on the site. The new force main will be designed from the STAMP site, along Ham Road, Macomber Road and Lewiston Road to the Oakfield WWTF. The force main will connect to an existing sanitary sewer system in front of the Oakfield-Alabama Elementary School. The force main is approximately 47,000 linear feet and will be installed mostly within the road right-of-way. The design will include a main pump station located on the STAMP site and an intermediate pump station along the force main route to include other areas within the Town that may require sanitary sewer service in the future.

The tasks performed as part of this proposal will be completed in accordance with similar tasks performed by CPL for other STAMP subprojects and other GCEDC/GGLDC Shovel Ready projects.

Program Management and Coordination

Provide meetings and coordination with the Project Team (CPL, GCEDC & Tech Team), municipalities, agencies, and other stakeholders as well as the internal CPL team. Provide budgeting, scheduling, strategy, and funding support to GCEDC.



Survey and Mapping

As part of this project, CPL will coordinate with a surveyor to complete a field topographical survey and base mapping suitable for the design of the project. CPL will supplement this information with record mapping from previous water projects, aerials, and tax map information. Utility information will be obtained from available utility records and field survey and plotted on the base mapping. All elevations will be based on USGS datum.

Highway rights-of-way and adjacent tax parcels will be plotted based on record information available from the NYSDOT, Genesee County, and the Town. Easements will be developed as required throughout the project.

Preliminary Design

CPL will work closely with the GCEDC to ensure that all portions of the project meet the needs and expectations of the GCEDC, and that the project objectives are met. We will provide the required plans, technical specifications, and contract documents to the level of detail required for the construction of the recommended project improvements. Force main design will include the following items:

- Route Analysis to ensure that an appropriate path is selected for the force main.
- Pipeline preliminary sizing and route design.
- Preliminary plan and profile.
- Pump stations (Main and Intermediate) preliminary design.
- Geotechnical: We will coordinate with a qualified geotechnical engineering subconsultant to perform necessary soil borings, test pits or infiltration tests at selected locations to determine soil and asphalt conditions, groundwater depths and the presence of bedrock, if any, within anticipated excavation limits.

Preliminary Investigations and Route Analysis

CPL will prepare a route analysis along the proposed route of the new force main. This analysis will include analyzing route alternatives, a geotechnical evaluation based on existing USGS data or information gathered from past water main projects and a hydraulic analysis of the Village of Oakfield's gravity system to ensure adequate capacity at the connection point downstream to the WWTF. We have assumed that the Village will be able to provide the current capacity of the system through existing flow monitoring.

Oakfield WWTF Coordination & Review

CPL will coordinate directly with the Village of Oakfield WWTF and appropriate staff to understand the existing WWTF and limitations. CPL will conceptually prepare a plant expansion review and make recommendations based on feedback from the



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Village staff. This proposal does not include a detailed review of all processes at the WWTF. It is our understanding that this effort and responsibility will be determined at a later date.

Geotechnical Investigation

CPL will team with Foundation Design for the completion of soil borings as necessary for a full design assessment. This assessment will address potential issues that could develop during infrastructure improvements, mass grading, and construction of new structures. The overall intent of the geotechnical investigations during this phase of the project is to identify the depth to bedrock, depth to the water table, provide a preliminary understanding of the general composition of the soil, and to provide preliminary design recommendations for future infrastructure.

A detailed program will be developed during the design phase to ensure that all NYSDEC and regulatory agency requirements are satisfactorily met. The information prepared will be based on previous and current projects for STAMP with NYSDEC involvement.

Cultural Resource Investigation

CPL will team with Deuel Archeology to coordinate a Phase 1 Cultural Resource Investigation including completion of Phase 1A and 1B investigations, artifact analysis, and preparation of a report for the full force main route. Phase 1A involves background, site file and historic map research. Phase 1B will involve shovel testing the existing ground cover. Our team will coordinate with the NY State Historic Preservation Office (SHPO) for project review and SHPO clearance. We have assumed that only a portion of the route will require additional shovel testing due to previous utility projects within the area and ongoing coordination with SHPO. Our fees may be adjusted accordingly based on the actual area that will require shovel testing.

Permits and Approvals

We will prepare all necessary permit applications required by federal, state, and local regulations, including all required supporting documentation. We have assumed that the GCEDC would be responsible for any required permit fees. Necessary permits may include, but are not limited to, the following:

- Town of Alabama Plan/Route Approval.
- Town/Village of Oakfield Plan/Route Approval.
- Genesee County Highway Approval.
- NYS Department of Environmental Conservation Storm Water Pollution Prevention Plan (SWPPP).
- NYSDOT Utility Permit and Approval.
- NYSDEC Sanitary Sewer Approval.
- NYSDEC Wetland and Crossings.
- NYSDOH/Genesee County DOH Approval.
- SHPO Review and Clearance.



Final Design

Prepare detailed final plans and specifications for the work. All work will be in accordance with the standards of the Town of Alabama, Genesee County, NYSDOT, and the requirements of the regulatory agencies. The final design items will include:

- Pipeline final design.
- Final pipeline plan and profile.
- Pump stations (Main and Intermediate) final design.
- Final easements and easement descriptions. (Does not include filing easements.)

Bidding

Provide electronic copy of plans, specifications, and contract documents to be issued to prospective bidders.

During the bidding period, we will respond to bidders' questions and issue any addenda required for the interpretation and clarification of the bidding documents.

We will attend the bid opening, review bids for compliance with the bid requirements and mathematical correctness, prepare a bid tabulation, investigate bidders' qualifications, and prepare a written recommendation for the award of the contract.

Construction Administration

Provide construction administration services which include shop drawing review, processing of payment requests, preconstruction and project meetings, schedule coordination, preparation of change orders, coordination with the Contractor, GCEDC, Town, and regulatory agencies, final inspection and punch list, and preparation of record drawings based upon information provided by the Contractor.

Provide coordination with the Contractor, GCEDC, Town of Alabama, Town of Oakfield, Village of Oakfield, Genesee County Highway, NYSDOT, and regulatory agencies.

Provide administration services relating to funding and regulating agency requirements which include NYSESD, NYSDEC, USACE, NYSDOT, and MWBE.

CPL will assist in providing as-built drawings and close out paperwork as necessary to complete the construction. CPL will complete a final project walkthrough and issue a final punch list for completion. With assistance from the contractor, CPL will gather all cut sheets, submittals and manuals and complete all required close out forms for a final submission package.



Construction Observation

Provide a qualified NYSDOT approved Resident Engineer to monitor the construction and the Contractor's compliance with the Contract Documents. The Resident Engineer will serve as GCEDC's representative on the project, maintain detailed records of the work performed, document payments to the contractor, handle concerns and complaints from residents affected by the project, and coordinate with regulatory agencies and utilities. We have assumed a 12-month construction for the force main outlined in this proposal.

Excluded Services

The following items have been excluded from our proposal:

- Preparation of legal descriptions.
- Special Use Permits/Zoning Variances.
- Lot combinations or Subdivisions.
- Preparation of an Environmental Impact Statement (EIS).
- Wetland mitigation plans.
- Visual studies.
- Phase 2 Cultural Resource Investigations.
- Floodplain investigations.
- Stream protection application and permits.
- Threatened and/or Endangered Species-specific surveys and studies.
- Application, licensing or filing fees.
- Gas, cable, and telecommunication design or coordination.
- Offsite improvements including traffic mitigation, utility upgrades and coordination.

Fee

Our fee proposal to complete the work described above is as follows:

<u>Task</u>	<u>Fee</u>
<i>CPL Design Scope</i>	
Project and Program Management	\$87,650
Survey and Mapping	\$53,580
Preliminary Investigations & Route Analysis	\$65,120
Oakfield WWTF Coordination & Review	\$73,355
Pipeline Preliminary Design	\$219,395
Pump Stations Preliminary Design	\$112,455
Permits and Approvals	\$103,940
Pipeline Final Design	\$190,980
Pump Stations Final Design	\$125,790
Subtotal	\$1,032,265



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CPL Bidding and Construction Scope

Bidding	\$31,700
Construction Administration	\$251,800
Construction Observation	\$396,160
Subtotal	\$679,660

Subconsultants (budget)

Topographic Survey	\$75,000
Cultural Resource Investigation Phase 1A/1B	\$50,000
Geotechnical Investigation	\$50,000
Miscellaneous	\$75,000
Subtotal	\$250,000

TOTAL \$1,961,925

Enclosed for your information is a summary of the hours and direct costs necessary to complete the work as described above. We propose to provide these services on a lump sum and percentage complete basis, except for the Construction Observation which will be completed on an hourly not-to-exceed basis. Construction Observation will be billed at \$150/hour, and we have assumed a 2,160-hour construction schedule for an onsite observer. Subcontractor costs will be invoiced as direct costs incurred without markup.

We appreciate the opportunity to submit our proposal and look forward to working with all those involved. If you have any questions or require additional information, we would be happy to meet with you at any time to discuss our approach and qualifications in detail. Please contact me at (585) 402-7506 or akosa@cplteam.com should you have any questions or require additional information.

Very truly yours,

CPL

Andrew R. Kosa, P.E.
 Engineering Associate Principal

Enclosures

Proposal Accepted By:

Signature: _____ Date: _____

GCEDC

Tasks	Man-Hours						Fee
	Principal	Project Manager	Engineer	Drafter	Inspector	Fee	
1. Project & Program Management							
Team Meetings & Coordination	8	40	40				\$ 17,400.00
Coordination & Meetings with municipalities, agencies & involved parties	8	40	40	12			\$ 18,780.00
CPL Internal Meetings & Coordination	8	24	24	8			\$ 12,480.00
Budgeting, Scheduling & Funding Assistance	8	12	12				\$ 7,040.00
Subcontractor Coordination	2	16	20	4			\$ 7,630.00
Overall Project Engineering, Coordination, Strategies, Submittals, RFI's, Concepts & etc items	8	30	40	80			\$ 24,450.00
Subtotal	42	162	176	104	0		\$ 87,380.00
2. Survey & Mapping							
Base Mapping Preparation & Coordination with Surveyor	4	24	100	200			\$ 33,980.00
Subtotal	4	24	100	200	0		\$ 33,980.00
3. Preliminary Investigations & Route Analysis							
Design Meetings & Coordination	8	8					\$ 4,360.00
Execute Route Alternatives	3	8	18	24			\$ 7,570.00
Develop Conceptual Plans	3	8	24	40			\$ 11,260.00
Geotechnical evaluating based on USGS soil data & other available data	2	8					\$ 3,610.00
Hydraulic Analysis for Village system	16	24	40	40			\$ 21,580.00
Existing constraints identification	2	4	4	4			\$ 2,590.00
Summary Report	4	16	24	24			\$ 11,940.00
Construction, Engineering & Timeline Estimates	2	4	4	6			\$ 3,470.00
Subtotal	42	80	120	138	0		\$ 61,120.00
4. Oakfield WWTP Coordination & Review							
Coordination & Meetings with Oakfield, Camden & Project Team	4	24	16	16			\$ 10,820.00
Wastewater Capacity & Evaluation	4	24	40	16			\$ 14,420.00
Plant Expansion Review	4	16	40	169			\$ 30,260.00
Sewer Rate Analysis	4	12		16			\$ 6,780.00
Summary Report	8	16	20	24			\$ 12,080.00
Subtotal	28	92	126	241	0		\$ 74,340.00
5. Pipeline Preliminary Design							
Design Meetings & Coordination	8	8	8				\$ 5,390.00
Field Investigations	4	8	16				\$ 4,190.00
Design Criteria Development	4	8	8				\$ 4,250.00
Onsite Utility Coordination & Planning	2	8	16	16			\$ 6,020.00
Update Engineering Basis of Design Report	4	16	24	4			\$ 8,280.00
Final Size Coordination	2	4	8	4			\$ 3,190.00
Pipeline Plan & Profile Sheets	8	40	240	480			\$ 102,600.00
NYSDOT Crossing Plan, Profile, & Detail Sheets	4	20	24	40			\$ 13,560.00
Stream Crossing Report & Details	4	40	80	120			\$ 20,840.00
Cover, General Notes & Detail Sheets	1	8	8	16			\$ 5,120.00
SWPPP	2	16	40	40			\$ 14,770.00
Specifications - Contractual Front End & Technical	2	8	8				\$ 3,610.00
Permit, ROW & Easement Identification & Update	4	24	24				\$ 10,180.00
Construction, Engineering & Timeline Estimates	2	8	8				\$ 3,610.00
Subtotal	47	216	482	726	0		\$ 218,290.00
6. Pump Station Preliminary Design (Main and Intermediate)							
Design Meetings & Coordination	4	4	8				\$ 3,360.00
Field Investigations	4	8	16	24			\$ 8,220.00
Design Criteria Development	4	8	32	40			\$ 12,020.00
Update Engineering Basis of Design Report	4	8	16	4			\$ 5,920.00
Pump Station Site Plan Sheets	4	12	40	60			\$ 16,840.00
Pump Station Plan & Profile Sheets	3	24	80	120			\$ 36,730.00
M&P Design & Detail Sheets	3	24	60	100			\$ 26,430.00
Cover, General Notes & Detail Sheets	1	4	4	4			\$ 2,380.00
Specifications - Contractual Front End & Technical	2	4	8	4			\$ 3,190.00
Material Procurement Bid Specifications	2	4	8				\$ 2,730.00
Construction, Engineering & Timeline Estimates	2	4	8				\$ 2,730.00
Subtotal	31	102	280	388	0		\$ 112,680.00
7. Permits & Approvals							
Design Meetings & Coordination	4	16	8				\$ 8,020.00
NYSDOT Utility Permits	4	12	16	24			\$ 9,100.00
Town/Casity Highway Permits	4	16	24	24			\$ 11,180.00
NYSDOC Sewer Plan Approval	8	40	40	40			\$ 22,500.00
NYSDOC SWPPP	4	16	24	40			\$ 13,020.00
NYSDOC Wetlands & Stream Crossing Permit	2	16	40	40			\$ 14,770.00
Village of Oakfield Plan Approval	2	8	16	8			\$ 5,720.00
Coordination with Utilities	4	24	24	40			\$ 14,780.00
Respond to Agency Comments	4	4	16	24			\$ 7,340.00
Subtotal	26	152	208	240	0		\$ 103,260.00
8. Pipeline Final Design							
Design Meetings & Coordination	8	8	8				\$ 5,290.00
Field Investigations	8	24	40	40			\$ 18,480.00
Onsite utility coordination & planning	2	8	16	16			\$ 6,850.00
Update Engineering Basis of Design Report	2	8	16	24			\$ 7,570.00
Pipeline Plan & Profile Sheets	8	40	200	300			\$ 80,300.00
NYSDOT Crossing Plan, Profile, & Detail Sheets	4	16	40	60			\$ 17,250.00
Stream Crossing Report & Details	4	16	40	40			\$ 15,420.00
Cover, General Notes & Detail Sheets	4	8	8	16			\$ 6,100.00
SWPPP	4	16	40	24			\$ 13,580.00
Specifications - Contractual Front End & Technical	2	8	16				\$ 4,810.00
Permit, ROW & Easement Identification & Update	4	16	24	24			\$ 11,180.00
Construction, Engineering & Timeline Estimates	2	8	8				\$ 3,610.00
Subtotal	52	124	464	544	0		\$ 193,990.00
9. Pump Stations Final Design (Main and Intermediate)							
Design Meetings & Coordination	4	8	16				\$ 5,700.00
Update Engineering Basis of Design Report	2	8	16	24			\$ 7,570.00
Pump Station Site Plan Sheets	8	20	120	140			\$ 41,100.00
Pump Station Plan & Profile Sheets	4	16	40	80			\$ 20,020.00
M&P Design & Detail Sheets	4	32	80	100			\$ 36,500.00
Cover, General Notes & Detail Sheets	2	2	2	4			\$ 2,310.00
Specifications - Contractual Front End & Technical	2	4	8	8			\$ 3,650.00
Material Procurement Bid Specifications	2	4	8	4			\$ 3,190.00
Construction, Engineering & Timeline Estimates	2	4	8	4			\$ 3,190.00
Subtotal	34	124	298	388	0		\$ 121,790.00
Total Design Hours	318	1160	2286	2911	0		
CPL Design Subtotal (Items 1 - 9)							
							\$ 1,032,900.00
10. Bidding & Construction Scope							
Building Administration	8	40	80	80			\$ 31,700.00
Subtotal	8	40	80	80	0		\$ 31,700.00
11. Construction Administration							
Contract Administration	36	180	240	200			\$ 103,920.00
Coordination, RFI's & Site Visits	36	180	240	220			\$ 106,250.00
Project Closeout and As-Built Drawings	8	60	80	120			\$ 41,650.00
Subtotal	80	380	560	580	0		\$ 251,820.00
12. Construction Observation Budget Estimate - Billed Hourly							
On Site Inspection (based on 12 records construction schedule)	8	140	240	24	2160		\$ 356,190.00
Subtotal	8	140	240	24	2160		\$ 356,190.00
CPL Bidding & Construction Subtotal (Items 10-12)							\$ 679,690.00
Total Hours	326	1780	3186	3555	2160		
Total CPL Fee (Items 1 - 12)							\$ 1,715,920.00
13. Subcontractor Budget Estimate - Billed at Cost							
A. Topographical Survey (Easements, Detailed Corridors, Supplemental Elevation data, etc.)							\$ 75,000.00
B. Cultural Resource Investigation Phase 1A/1B (Detail Archeology)							\$ 50,000.00
C. Geotechnical Investigation							\$ 50,000.00
D. Miscellaneous (Flow monitoring, sampling, etc.)							\$ 75,000.00
Subcontractor Subtotal (Item 13)							\$ 250,000.00
Total Fee (Items 1 - 13)							\$ 1,965,920.00

Clark Patterson Lee Proposal for preparation of design, engineering, bid packages and construction inspection for a 500,000 gallon water storage tank to support Edwards, Plug and other tenants at the STAMP site

Discussion: The Edwards Genesee project is in need of the design, engineering and construction of certain onsite utilities to support their new facility at STAMP. These improvements will include roadways, water lines, onsite water storage tank and wastewater lines.

Fund Commitment: \$316,470 from the \$56 million NYS award or GCEDC matching funds.

Committee Action request: Recommend approval of the proposal from Clark Patterson Lee to prepare the design, engineering, bid packages and construction inspection for a 500,000 gallon water storage tank to support Edwards, Plug and other tenants at the STAMP site.



February 28, 2024

Mr. Mark Masse, CPA
Senior Vice President of Operations
GCEDC
99 MedTech Drive, Suite 106
Batavia, New York 14020

**RE: STAMP FIRE WATER STORAGE TANK INFRASTRUCTURE
PROPOSAL FOR ENGINEERING SERVICES**

Dear Mark:

CPL is pleased to submit our proposal for civil engineering, permitting, and construction services related to the design and construction of an onsite fire water storage tank infrastructure related to the Edwards Vacuum development for the STAMP site located in the Town of Alabama. We have enclosed a Concept Map and Preliminary Cost Estimate of the proposed Fire Water Storage Tank (Part A) and Water Mains (Part B – not in this proposal) for your reference.

Project Understanding

Our proposal is based on our intimate knowledge of the STAMP project and our significant involvement in its development over the past twenty years. This proposal addresses the need for new onsite infrastructure related to Edwards Vacuum and other potential tenants interested in locating within STAMP. Our proposal assumes that an approximately 500,000-gallon fire water storage tank and related site/controls infrastructure will be constructed at this time. Included in this will be an access driveway and control vault/building for the necessary valves and appurtenances. There will be some tank site water main installation associated with the 12" inlet and 24" outlet piping through the tank foundation.

We also understand that the domestic water supply via 12" water main to the tank site, and the tank outlet piping shall be 24" water main (to private fire pump inlets) will be covered under a separate proposal (Part B), along with overall Project Management and State Environmental Quality Review (SEQR) aspects.

The tasks performed as part of this proposal will be completed in accordance with similar tasks performed by CPL for other STAMP subprojects and other GCEDC/GGLDC Shovel Ready projects.

Scope of Work

Our project team has extensive experience in planning and designing the required aspects of similar projects throughout the State. These services have included assistance with site selection, site planning, assistance with marketing efforts, SEQR, and the design and construction of infrastructure. For this project, our team will provide the following detailed scope of work:

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Survey and Mapping

As part of this project, CPL will coordinate with a surveyor to complete a field topographical survey and base mapping suitable for the design of the project. Utility information will be obtained from available utility records and field survey and plotted on the base mapping. All elevations will be based on USGS datum.

Highway rights-of-way and adjacent tax parcels will be plotted based on record information available from the Genesee County and the Town. It is anticipated that no easements will be required.

However, under the Crosby Road, Water and Sewer proposal, a utility parcel will be surveyed and created for subdivision that includes a path for the 12-inch inlet and 24-inch outlet water mains and the access driveway to the tank site. This specific portion of the design work will be covered under the Crosby Road and Edwards Infrastructure proposal.

Preliminary Design

CPL will work closely with the GCEDC to ensure that all portions of the project meet the needs and expectations of the GCEDC, and that the project objectives are met. We will provide the required plans, technical specifications, and contract documents to the level of detail required for the construction of the recommended project improvements. Preliminary design will include the following items:

- Complete topographical survey and base mapping suitable for design of the project. Processing the field data and points files into base mapping suitable for the preparation of design plans.
 - The topographical and boundary survey will be completed by a sub-consultant under the other contract.
- Coordinate geotechnical borings to determine general soil conditions, groundwater depths, and the presence of bedrock, if any, within anticipated excavation areas. Review the geotechnical and foundation design report prepared by a sub-consultant.
 - The Geotechnical Investigation will be covered under the Crosby Road and Edwards Infrastructure proposal.
- Preparation of a Basis of Design Report that outlines the design requirements for the project.
- Prepare construction drawings, specifications, contract documents, and cost estimates for the project. All work will be in accordance with the standards of the Town of Alabama, GCEDC, STAMP Water Works Corporation (SWWC), 10-State Standards, NYS DOH, and the requirements of the regulatory agencies. Submissions will be made to the SWWC at 75% and 95%, prior to formal submission to the NYSDOH, NYSEFC, and any other potential funding or review agencies. We will also have meetings with the SWWC to review the design documents at each phase.
- Manage and coordinate the M/WBE sub-consultants to meet all participation requirements and goals, as required for funding compliance.
- Preparation of the preliminary construction Storm Water Pollution Prevention Plan (SWPPP) for the project.
- Preparation of preliminary cost estimates and project schedule based on the preliminary plans.



Permits and Approvals

We will prepare all necessary permit applications required by federal, state, and local regulations, including all required supporting documentation. We have assumed that the GCEDC would be responsible for any required permit fees. Necessary permits may include, but are not limited to, the following:

- Town of Alabama Site Plan Approval.
- Genesee County Highway Approval.
- NYS Department of Environmental Conservation Storm Water Pollution Prevention Plan (SWPPP).
- NYSDOH/Genesee County DOH Plan Approval.

Final Design

Prepare detailed final plans and specifications for the work. All work will be in accordance with the standards of the Town of Alabama, GCEDC, SWWC, and the requirements of the regulatory agencies.

- Prepare easement maps and descriptions for the GCEDC Attorney's use in obtaining any easements that may be required for the project.
- Complete any necessary revisions to the final detailed construction drawings, specifications, contract documents, and cost estimates for the project described above in accordance with agency comments to obtain required approvals and permits in preparation for bidding the project. The final design will also result in the preparation of a final SWPPP, cost estimate, and construction schedule.
- CPL will obtain the permits and approvals that will be required including contract documents approval from the funding source (if required) and the plan approval from the NYS DOH. CPL will be responsible for ensuring all approvals are obtained prior to bidding, which will ensure the project funding is not jeopardized.

Bidding

During the bidding period, we will:

- We have assumed that the project will be bid in two separate prime contracts (General Construction and Electrical) to comply with Wicks Law.
- Assist the GCEDC in advertising for and obtaining bids for the work, maintain a record of prospective bidders to whom bidding documents have been issued, and receive and process contractor deposits for the bidding documents.
- Coordinate printing of the plans with a MWBE sub-consultant printing company. It is assumed that 20 sets of the bid documents will be sufficient.
- Ensure the bidding documents comply with funding agency requirements.
- Coordinating and holding a pre-bid meeting for the bidders to ask questions and to provide them with an overview of the project.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Attend the bid opening, review bids for compliance with the bid requirements and mathematical correctness, prepare bid tabulation sheets, investigate bidders' qualifications, and prepare a written recommendation for the award of the contract(s).
- Submission of the bid results to NYS EFC, as required.
- Preparation of the agreements and other documents required for the project award.



Construction Administration

Provide construction administration services which include shop drawing review, processing of payment requests, preconstruction and project meetings, schedule coordination, preparation of change orders, coordination with the Contractor, GCEDC, Town, and regulatory agencies, final inspection and punch list, and preparation of record drawings based upon information provided by the Contractor.

Provide coordination with the Contractor, GCEDC, Town of Alabama, Genesee County DOH, NYSDOH, and regulatory agencies.

Provide administration services relating to funding and regulating agency requirements which include NYSDOH, NYSESD, and MWBE.

Construction Observation

Provide a qualified Resident Engineer to monitor the construction and the Contractor's compliance with the Contract Documents. The Resident Engineer will serve as GCEDC's representative on the project, maintain detailed records of the work performed, document payments to the contractor, handle concerns and complaints from residents affected by the project, and coordinate with regulatory agencies and utilities. We have assumed a 6-month schedule for the new fire water storage tank, site improvements and access road.

Project Closeout

- Assist the GCEDC and SWWC with the close out of project with the contractor and funding agencies.
- Prepare redline record drawings (in ACAD format if required) with all electronic files provided to the SWWC. The record drawings will be based on information from the suppliers, contractors, our field observer, and supplemented with surveys where needed.
- Provide to the SWWC the operation and maintenance manuals for each piece of equipment supplied by the contractors. This will include manuals, fire tank insulation and heating control documents, and maintenance requirements.



Excluded Services

The following items have been excluded from our proposal:

- Property survey for the purpose of purchasing property (ALTA) or obtaining easements or rights-of-way.
- Topography Survey – this work is included in the Crosby Road contract and proposal.
- Phase I Environmental Assessment.
- Special Use Permits/Zoning Variances.
- Lot combinations or Subdivisions.
- Preparation of an Environmental Impact Statement (EIS).
- Performing wetland delineations, permitting, and mitigation plans.
- Threatened and/or Endangered Species surveys and studies.
- Performing Archaeological or Cultural Resource Surveys/Investigations, if they are required by the NYS Office of Parks, Recreation and Historic Preservation.
- Visual studies.
- Floodplain investigations.
- Stream protection application and permits.
- Application, licensing or filing fees.
- Any structural analysis or recommendations based on geotechnical borings.
- Lighting and Landscaping plans.
- Gas, cable, and telecommunication design or coordination.
- Geotechnical Investigation – this work is included in the Crosby Road contract and proposal.

If it is determined that these items are needed, CPL will work with the GCEDC to develop a specific scope and budget for them.

Fee

Our fee proposal to complete the work described above is as follows:

<u>Task</u>	<u>Fee</u>
<i>CPL Design Scope</i>	
Survey and Mapping	\$5,890
Preliminary & Final Design	\$132,120
Permits and Approvals	\$57,580
Subtotal	\$195,590
 <i>CPL Bidding and Construction Scope</i>	
Bidding	\$10,410
Construction Administration & Close Out	\$38,470
Construction Observation	\$72,000
Subtotal	\$120,880
TOTAL	\$316,470

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Mr. Mark Masse
GCEDC
February 28, 2024
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Enclosed for your information is a summary of the hours and direct costs necessary to complete the work as described above. We propose to provide these services on a lump sum and percentage complete basis, except for the Construction Observation which will be completed on an hourly not-to-exceed basis. Construction Observation will be billed at \$150/hour, and we have assumed a 480-hour construction schedule (a mix of full-time and part-time).

We appreciate the opportunity to submit our proposal and look forward to working with all those involved. If you have any questions or require additional information, we would be happy to meet with you at any time to discuss our approach and qualifications in detail. Please contact me at (585) 402-7506 or akosa@cplteam.com should you have any questions or require additional information.

Very truly yours,

CPL

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

Andrew R. Kosa, P.E.
Engineering Associate Principal

Enclosures

Proposal Accepted By:

Signature: _____ Date: _____
GCEDC

Tasks	Man-Hours							Fee
	Principal	Project Manager	Engineer	Drafter	MEPS Engineer	Admin. Assist & Support	Inspector	
	\$325	\$215	\$145	\$110	\$175	\$75	\$150	
1. Project & Program Management (Included w/in Crosby Road, Water & Sewer)								
Team Meetings & Coordination	0	0	0	0	0	0	0	\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
2. Survey & Mapping								
Base Mapping Preparation & Coordination with Surveyor	2	4	12	24	0	0	0	\$ 5,890.00
Subtotal	2	4	12	24	0	0	0	\$ 5,890.00
3. Fire Water Storage Tank Construction Preliminary & Final Design								
Design Meetings & Coordination	8	8	8		4			\$ 6,180.00
Geotech Coordination	2	2	8	4	8			\$ 4,080.00
Tank Design, Site Water Mains, Control Vault/Building, Grading/Drainage, Driveway Design	4	12	120	160	20	4		\$ 42,680.00
Electrical Service, HVAC, & Utility Service Applications	2	4	4	40	96	20		\$ 24,790.00
Stormwater Pollution Prevention Plan (SWPPP)	8	16	40	80				\$ 20,640.00
Tank & Driveway Details, Profiles, & Cross Sections	2	8	12	40				\$ 8,510.00
Erosion & Sediment Control	4	4	4	6				\$ 1,400.00
Cover, General Notes & Details Sheets	4	8	8	8	8			\$ 6,480.00
Specifications - Contractual Front End & Technical	4	16	24	16	24	16	0	\$ 15,380.00
Subtotal	38	78	228	354	160	40	0	\$ 132,120.00
4. Permits & Approvals								
Town of Alabama Site Plan Approval	2	16	24	24		2		\$ 10,360.00
NYSDEC SWPPP	2	16	40	32		2		\$ 13,560.00
NYSDOH & GCDDH	4	12	24	32	8	2		\$ 12,430.00
Genesee County Highway Permits & Approvals	2	4	8	16		2		\$ 4,580.00
Coordination/Response to Agency Comments	4	24	24	40		2		\$ 14,480.00
Public Meeting/Site Plan Approval	4	4						\$ 2,160.00
Subtotal	18	76	120	144	8	10	0	\$ 57,580.00
CPL Design Subtotal (Items 1 - 4)								\$ 195,590.00
Bidding & Construction								
5. Bidding								
Bidding Administration	4	16	30	12				\$ 10,410.00
Subtotal	4	16	30	12	0	0	0	\$ 10,410.00
6. Construction Administration								
Contract Administration	4	24	40	12	8	12		\$ 15,880.00
Coordination, RFIs & Site Visits	4	16	32	24	8	12		\$ 14,320.00
Project Closeout	2	8	16	8	12	8		\$ 2,770.00
Subtotal	10	48	88	44	28	32	0	\$ 38,470.00
7. Construction Observation Budget Estimate - Billed Hourly								
On Site Inspection (based on 20 week construction schedule, FT & PT)							480	\$ 72,000.00
Subtotal	0	0	0	0	0	0	480	\$ 72,000.00
CPL Bidding & Construction Subtotal (Items 5-7)								\$ 120,880.00
Total Hours	72	222	478	578	196	82	480	
Total CPL Fees (Items 1 - 7)								\$ 316,470.00
8. Subconsultant Budget Estimate - Billed at Cost (Included w/in Crosby Road, Water & Sewer)								
A. Topographical Survey (Frantina) - Easements & Property Survey								\$ -
B. Geotechnical Investigation (Foundation Design)								\$ -
C. Miscellaneous								\$ -
Subconsultant Subtotal (Item 8)								\$ -
Total Fee (Items 1 - 8)								\$ 316,470.00

**STAMP - FIRE TANK CONCEPT
PRELIMINARY COST ESTIMATE
February 20, 2024**

Part A - Shared 500,000 Gal. Ground Fire Tank (Near Edwards)					
	Quantity	Unit	Estimated Unit Cost	Total	
Mobilization/Demobilization	1	LS	\$ 50,000.00	\$	50,000.00
Tank					
500,000-gallon Concrete Tank	1	EA	\$ 950,000.00	\$	950,000.00
Tank Accessories	1	LS	\$ 40,000.00	\$	40,000.00
Insulation	1	LS	\$ 160,000.00	\$	160,000.00
Heater	2	EA	\$ 5,000.00	\$	10,000.00
Interior Piping	1	LS	\$ 15,000.00	\$	15,000.00
Tank Nozzle	8	EA	\$ 500.00	\$	4,000.00
Level Indicator	1	LS	\$ 3,000.00	\$	3,000.00
FM Certification	1	LS	\$ 15,000.00	\$	15,000.00
Control Vault/Building (Altitude Valve & Backflow)	1	LS	\$ 150,000.00	\$	150,000.00
Electrical Service	1	LS	\$ 75,000.00	\$	75,000.00
Site Work (Grading, Driveway)	1	LS	\$ 250,000.00	\$	250,000.00
			Subtotal	\$	1,722,000.00
			Contingency (20%)	\$	344,400.00
			Soft Costs (25%)	\$	430,500.00
			Total Part A		\$ 2,496,900.00
Part B - Water Mains					
Mobilization/Demobilization	1	LS	\$ 27,000.00	\$	27,000.00
Water Main					
12-Inch (Public Water Supply to Tank - Crosby)	3800	LF	\$ 95.00	\$	361,000.00
Gate Valve (12-Inch)	4	EA	\$ 5,000.00	\$	20,000.00
Hydrant	8	EA	\$ 6,500.00	\$	52,000.00
Road Crossing	1	LS	\$ 30,000.00	\$	30,000.00
12-Inch (Public Water Supply to Edwards - Lateral)	100	LF	\$ 95.00	\$	9,500.00
Gate Valve (12-Inch)	1	EA	\$ 5,000.00	\$	5,000.00
Fire Main					
24-Inch	1050	LF	\$ 350.00	\$	367,500.00
Gate Valve (24-Inch)	3	EA	\$ 25,000.00	\$	75,000.00
12-Inch (Fire Water Supply to Edwards - Lateral)	100	LF	\$ 95.00	\$	9,500.00
Gate Valve (12-Inch)	1	EA	\$ 5,000.00	\$	5,000.00
			Subtotal	\$	961,500.00
			Contingency (20%)	\$	192,300.00
			Soft Costs (25%)	\$	240,375.00
			Total Part B		\$ 1,394,175.00
			Grand Total (Part A & B)		\$ 3,891,075.00

Notes:

1. Use of Glass Lined Steel Tank deduct \$150,000.00 (\$800,000.00 Tank & Foundation).
2. Potable service and fire service to be completed by Edwards. Work completed by Edwards not included in this estimate.

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Cost Reimbursement Agreement with NYPA

Discussion: Attached is a Cost Reimbursement Agreement (CRA) with NYPA for the review of the design and engineering for the control house on the NYPA side of the substation at the STAMP site.

Fund commitment: \$250,000 included in the \$56 million.

Committee action request: Recommend approval to sign CRA not to exceed \$250,000.

DRAFT Q#s 0580 & 1484 GCEDC NEW LOAD COST REIMBURSEMENT AGREEMENT

THIS COST REIMBURSEMENT AGREEMENT (the "*Agreement*"), made and entered into as of this [MONTH] __, [YEAR] (the "*Effective Date*"), by and between **Genesee County Economic Development Center**, having an office and place of business at _____ organized and existing under the laws of the State of _____ ("**GCEDC**" or "**Developer**"), and , **NEW YORK POWER AUTHORITY**, a corporate municipal instrumentality of the State of New York having an office and place of business at 123 Main Street ("**NYPA**" or the "**Company**"). **WNY STAMP and Company** may be referred to hereunder, individually, as a "*Party*" or, collectively, as the "*Parties*".

WITNESSETH

WHEREAS, the **GCEDC** is constructing a new load project located in Genesee County, New York connecting into NYPA's Dysinger to station 255 transmission line ("**Project**"); and

WHEREAS, **GCEDC** intends to enter into a development agreement ("**DA**") with NYPA and the National Grid("National Grid") for purposes of connecting the Project into NYPA's Dysinger to station 255 transmission line; and

WHEREAS, NYPA and **GCEDC** desire to set forth the terms, conditions, and costs for conducting certain preliminary engineering, design, procurement, and project management activities specified in Attachment A to this Agreement related to the preparation of the DA (the "**Work**"); and

WHEREAS, NYPA will incur costs in providing the services identified in Attachment A support to **GCEDC** per this Agreement that NYPA otherwise would not be obliged to incur; and

WHEREAS, **GCEDC** shall be responsible for all of NYPA's costs arising from such Work; and

WHEREAS, the NYPA is willing to perform the Work, subject to the terms and conditions of this Agreement so long as the parties continue to negotiate a development agreement in good faith; and

WHEREAS, for this Agreement, NYPA's Work will be related to the control house for the Project, if NYPA's costs to perform the Work associated with the control house will exceed the prepayments made by **GCEDC** under this Agreement the parties will endeavor to discuss an amendment to this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Term. This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until NYPA's delivery to Developer of NYPA's duly executed, written acknowledgement that all of its Reimbursable Costs (as hereinafter defined) have been paid in full by Developer as contemplated by this Agreement and this Agreement is otherwise terminated in accordance with its terms, provided that no such termination shall affect or excuse the performance by either Party of its obligations under any provision of this Agreement that, by its terms, survives any such termination.
2. Work. NYPA shall use reasonable efforts to perform the Work in accordance with Good Utility Practice. "Good Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to refer to acceptable practices, methods, or acts generally accepted in the region in which the Project is located during the relevant time period. Good Utility Practice shall include, but not be limited to, NERC, NPCC, NYISO, and NYSRC criteria, rules, guidelines, and standards, where applicable, and as they may be amended from time to time, including the rules, guidelines, and criteria of any successor organization to the foregoing entities.
3. Changes in Work. Developer may from time to time submit to NYPA written requests for changes in the Work. If the Parties agree to a change in the Work, such change will be set forth in a written change order, and the Work schedule shall be extended or otherwise adjusted as agreed by the Parties pursuant to such change order, which shall constitute an amendment to the scope of work set forth in Attachment A hereto. Any additional costs arising from such change shall also be reflected in such change order and will become part of the Reimbursable Costs to be paid by Developer pursuant to this Agreement.
4. Estimate Only: Developer Obligation to Pay NYPA Reimbursable Costs. The Estimated Cost of Work and any other estimates provided under or in connection with this Agreement or the Work shall not limit Developer's obligation to pay NYPA for all Reimbursable Costs necessarily and otherwise reasonably incurred by NYPA in connection with the performance of the Work. "**Reimbursable Costs**" means the actual costs and expenses necessarily and otherwise reasonably incurred by NYPA in connection with performance of the Work. Without limiting the foregoing, Reimbursable Costs shall include the costs and expenses necessarily and otherwise reasonably incurred by NYPA for labor (including internal labor), services, materials, contracts, subcontracts, and equipment and other costs and expenses necessarily and otherwise reasonably incurred by NYPA in connection with the execution of the Work.
5. Payment. Developer will reimburse NYPA for all Reimbursable Costs incurred by NYPA in connection with the performance of the Work.

- a. Developer shall provide NYPA with a prepayment of Two-Hundred Fifty Thousand (\$250,000.00) ("*Initial Prepayment*"), such amount representing NYPA's current estimate of Work to be performed by NYPA while NYPA and Developer negotiate a development agreement to complete the Project. NYPA shall invoice Developer for the Initial Prepayment; Customer shall pay such amount to Company within thirty (30) Days of the invoice date. Unless it elects to do so in its sole discretion, NYPA shall not be obligated to commence any Work under this Agreement prior to NYPA's receipt of the Initial Prepayment. NYPA will endeavor to provide notice to Developer if NYPA Reimbursable Costs are going to meet or exceed the Initial Prepayment of \$250,000. NYPA shall have the right to stop Work if Reimbursable Costs exceed the Initial Prepayment of \$250,000 until such time as the Parties execute an amendment to this Agreement or enter into a development agreement for completion of the Work.
- b. Upon completion of portions of the Work, from time to time, NYPA will submit to Developer an invoice for Reimbursable Costs, and except as otherwise expressly provided in this Agreement, all invoices shall be due and payable within 30 days following Developer's receipt thereof. All such NYPA's invoices shall be sent to Developer to the attention of the individual specified below at the address specified below or to such other individual at such other address as Developer may designate from time to time by written notice to NYPA:

GCEDC Contact Info

Mark A. Masse
99 MedTech Drive
Suite 106
Batavia, NY 14020
mmasse@gcedc.com

Payments to NYPA shall be made by:

Wire: (Preferred Method)
 New York Power Authority
 Operating Fund c/o
 J.P. Morgan Chase, N.A.
 ABA No. 021000021
 Account No. 573-804206

- c. Within one hundred and eighty (180) Days following the earlier of (i) the completion of the Work, or (ii) the effective early termination or cancellation date of this Agreement in accordance with any of the provisions hereof, NYPA shall perform an overall reconciliation of the total of all Reimbursable Costs to the invoiced costs previously paid to NYPA by Developer under this Agreement ("*Total Payments Made*"). If the total of all Reimbursable Costs actually incurred is greater than the Total Payments Made, the NYPA shall provide a final invoice to Developer for the balance due to NYPA under this Agreement (the "*Balance Amount*"). If the Total Payments Made is greater than the total of all Reimbursable Costs actually incurred, Company shall reimburse the difference to Customer ("*Refund Amount*"). The Refund Amount or Balance Amount, as applicable, shall be due and payable upon final reconciliation but no later than sixty (60) Days after such reconciliation.

6. Developer's Responsibilities. Developer shall cooperate with NYPA as necessary to facilitate NYPA's performance of the Work. NYPA will have no responsibility or liability under this Agreement for any delay in the performance of the Work or any defective performance or nonperformance thereof to the extent that such delay in performance, defective performance or nonperformance is caused by the inability or failure of (a) Developer to cooperate with NYPA as necessary to facilitate NYPA's performance the Work or to perform any tasks or responsibilities to be otherwise performed or undertaken by Developer under this Agreement or (b) Developer and NYPA to reach agreement on any matter requiring their agreement under the terms of this Agreement.

7. Disclaimers. Any warranties provided by original manufacturers, licensors, or providers of material, equipment, services or other items provided or used in connection with the Work, including items incorporated into the Work (collectively, "Third-Party Warranties"), are not to be considered warranties of NYPA, and NYPA makes no representations, guarantees, or warranties as to the applicability or enforceability of any such Third-Party Warranties.
 - a. DEVELOPER ACKNOWLEDGES THAT NYPA IS NOT IN THE BUSINESS OF PERFORMING DESIGN, ENGINEERING OR CONSTRUCTION SERVICES FOR PROFIT AND IS NOT RECEIVING ANY FEE OR PROFIT (AS CONTRASTED WITH COST REIMBURSEMENT) FOR ITS PERFORMANCE UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE EXCLUSIVE REMEDY GRANTED TO DEVELOPER FOR ANY ALLEGED FAILURE OF NYPA TO MEET THE REQUIREMENTS CONTAINED IN THIS AGREEMENT IS TO REQUEST THAT NYPA PROMPTLY CORRECT, REPAIR OR REPLACE SUCH DEFECTIVE WORK. NYPA MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS AGREEMENT, THE EXISTING FACILITIES, THE NEW FACILITIES, THE PROJECT, OR ANY NYPA WORK, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

 - b. Notwithstanding any other provision of this Agreement to the contrary, this Section 7 shall survive the termination, cancellation or expiration of this Agreement.

8. NYPA's Reservation of Certain Rights. NYPA reserves all of its rights to intervene, participate and comment in any legal or regulatory proceedings regarding the Project and/or the Work.

9. Confidentiality. Unless otherwise required by applicable law, rule, tariff or regulation, Developer and NYPA agree to maintain the confidentiality of this Agreement and any and all information and data provided by a Party hereunder, including Critical Energy Infrastructure Information ("CEII") (the "Confidential Information"), during the term of this Agreement and for a period of five (5) years following the expiration or any termination of this Agreement, except that Developer and NYPA may disclose any and all Confidential Information provided by a Party hereunder on a need-to-know basis to its employees, agents, representatives and affiliates (and its affiliates' employees, agents and representatives) who have first been advised of the confidentiality provisions of this Agreement. Each Party shall be responsible for the unauthorized disclosure of the Confidential Information by the Party's respective representatives. Notwithstanding the above or any expiration or express termination of this Agreement's terms, the receiving Party's obligations under this Section 9 to protect any CEII provided by the disclosing Party under this Agreement, shall continue until the information is no longer designated as CEII by the disclosing Party.
- a. If a Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information or is required by law, rule, tariff or regulation to disclose the Confidential Information, such Party will, to the extent permitted by applicable law or regulation, promptly notify the other Party, and if requested by the other Party reasonably cooperate (at the other Party's expense) in the defense or opposition of such demand. However, nothing in this Agreement shall require NYPA to take any action that conflicts with New York Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York Public Officers Law or the procedures set forth in NYPA's regulations, provided that Developer is provided reasonable notice by NYPA of any FOIL request for Confidential Information. Any final determination on the disclosure (or non-disclosure) of Confidential Information shall be made by NYPA, or where appropriate by a court of competent jurisdiction.
 - b. Each Party hereby acknowledges and agrees (a) that the Confidential Information of the other Party is a valuable trade secret of the other Party and that any unauthorized disclosure thereof could cause irreparable harm and loss to the other Party, and (b) that money damages may not be a sufficient remedy for any breach of this Agreement and that each Party shall be entitled to seek specific performance and/or injunctive relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or in equity. For purposes of this section, any disclosure of Confidential Information that is made pursuant to a FOIL request shall not be deemed an unauthorized disclosure.
 - c. This Agreement imposes no obligations with respect to information that: (i) was in the receiving Party's possession without a duty of confidentiality to the disclosing Party before receipt from the disclosing Party, provided, however, that the fact the disclosing Party disclosed the information to receiving Party shall be kept strictly confidential; (ii) is or becomes a matter of public knowledge through no act or omission of receiving Party; (iii) is rightfully received by receiving Party from a third party without such third party's breaching a duty of confidentiality; or (iv) is disclosed by receiving Party with the disclosing Party's prior written approval.

10. Liability and Indemnification.

- a. To the fullest extent allowed by law, Developer will indemnify, and at NYPA's option, defend NYPA's employees and representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all direct actions, causes of action, claims, demands, damages, judgments, lawsuits, liabilities, liens, losses, penalties, and other costs and expenses (including but not limited to reasonable attorneys' fees and disbursements) of every nature, including but not limited to claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), suffered or incurred by any Indemnified Party and caused by, or otherwise arising from, the negligent or unlawful acts, errors, omissions, or intentional misconduct of Developer or any of its "affiliates" (used here and elsewhere in this Agreement as defined by the Securities and Exchange Commission in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) or third-party contractors or any of their respective directors, officers, employees, agents, or other representatives in connection with the performance of this Agreement, except to the extent that such Damages are determined by a court of competent jurisdiction to have been caused by the negligent or unlawful acts, errors, omissions or intentional misconduct of NYPA or any of its affiliates or contractors or any of their respective directors, officers, employees, agents, or other representatives or any other person or entity for whom or which NYPA is legally responsible.
- b. NYPA's total cumulative liability to Developer for all claims of any kind, whether based upon contract, tort (including negligence and strict liability), or otherwise, for any Damages resulting from, or otherwise relating to, the performance of this Agreement shall not exceed the aggregate amount of all payments made by Developer to NYPA for Reimbursable Costs under this Agreement.
- c. Neither Party shall be liable to the other Party for incidental, indirect, multiple, punitive, or other consequential or special damages (including but not limited to, any loss of property or equipment, loss of profits or revenue, lost market opportunity, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment, including additional expenses incurred in using existing facilities, attorneys' fees and other costs of litigation) in connection with, or related to, this Agreement, including but not limited to damage claims based on causes of action for breach of contract, tort (including negligence), or any other theory of recovery, regardless of whether (i) such damages were reasonably foreseeable or (ii) the Parties were advised or otherwise aware that such damages might be suffered or incurred.
- d. Notwithstanding any other provision of this Agreement to the contrary, this Section 10 shall survive the termination, cancellation or expiration of this Agreement.

11. Safety. Each Party shall be solely responsible for the safety and supervision of its own employees, representatives and contractors involved with the Work or on the sites where the Work is to be performed (the "Site(s)"). Each Party shall comply, and shall require its employees, representatives and contractors involved with the Work to comply, with all applicable federal, state and local health and safety requirements, rules, regulations, laws and ordinances. Developer shall be solely responsible for the maintenance and safety of its Site(s) and shall ensure that they are and remain in compliance with all applicable federal, state and local health and safety requirements, rules, regulations, laws and ordinances.
12. Independent Contractor; No Utility Services. NYPA and Developer shall be independent contractors, and neither Party shall be deemed to be an agent of the other Party. This Agreement is not an agreement to provide or take utility services of any kind, including, without limitation, power, interconnection or other electric transmission services.
13. Governing Law. This Agreement is made under, and shall be interpreted, construed, governed, and enforced in accordance with, the laws of the State of New York. Each of the Parties shall submit to the personal jurisdiction of the courts of the State of New York, or the Federal District Court for the Southern District of New York, located in the County of Westchester, as permitted by law, with respect to any matter or dispute arising out of this Agreement.
14. Miscellaneous
 - a. Compliance with Law. Each Party shall comply, and shall ensure that its subcontractors comply, at all times with all applicable federal, state, and local laws, rules, codes, regulations, and ordinances in connection with this Agreement and the performance of the Work. Such compliance shall include, but shall not be limited to, compliance with all applicable wage and hour laws and regulations and all other laws and regulations dealing with, or relating to, the employment of persons and the payment of contributions, premiums, and taxes required by such laws and regulations. Neither Party shall be required to undertake or complete any action or performance under this Agreement that is inconsistent with such Party's standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, Good Utility Practice or any applicable laws or regulations.
 - b. Incorporation of Recitals, Schedules and Exhibits. The recitals, schedules, attachments and exhibits referenced in, and attached to, this Agreement are incorporated into, and form an integral part of, this Agreement.
 - c. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and signature pages hereto by facsimile or other electronic transmission (including but not limited to e-mailed PDF) shall constitute effective execution and delivery of this Agreement by the Parties and shall be deemed to be originals for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including but not limited to e-mailed PDF) shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

NEW YORK POWER AUTHORITY

By: _____
Name: John Canale
Title: VP Strategic Supply Management

Genesee County Economic Development Center

By: _____
Name:
Title:

DRAFT

ATTACHMENT A: SCOPE OF WORK

TO

Q0580 & 1484 GCEDC COST REIMBURSEMENT AGREEMENT

NYPA's scope of work includes project management, and preliminary engineering and design support services associated with the review and approval of the proposed Q#s **0580 & 1484 STAMP Project** development agreement ("DA"), among to rebuild and modify assets owned and operated by NYPA to support Q#s **0580 & 1484 STAMP Project**. NYPA shall review draft versions of the DA and associated documents and work papers in connection with the Project's proposed interconnection with NYPA's Transmission Facilities.

NYPA services may include but are not limited to:

- Review and provide feedback on Q#s **0580 & 1484 GCEDC** engineering, design, procurement specifications, construction oversight and other documents, work papers in connection with Developer's proposed Q#s **0580 & 1484** load interconnection.
- Review and provide feedback on DA Connecting Transmission Owner ("CTO") Network Upgrade Facilities, Attachment Facilities, CTO System Upgrade Facilities, and CTO Stand Alone System Upgrade Facilities scope of work, responsibilities, milestones, and cost estimates and other work papers in connection with the Developer's proposed Q#s **0580 & 1484** Interconnection.
- Participation in Project meetings in person and teleconferences
- Support resolution of Developer, NYISO, or other transmission owner comments

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

The Company Work may be performed in any order as determined by the Company. For the avoidance of doubt: the Company shall not have any responsibility for seeking or acquiring any real property rights in connection with the Company Work, the Project, the Interconnection Project or this Agreement including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right of way interests. Neither this

Agreement nor the Company Work include granting, securing or arranging for Developer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company; any such access rights would be the subject of separate written agreements.

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