



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Wednesday, February 5th, 2025 - 8:00 a.m.
 Location: 99 MedTech Drive, Innovation Zone

Page #'s	Topic	Discussion Leader	Desired Outcome
	1. Call to Order – Enter Public Session	P. Zelif	
	1a. Executive Session Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: <ol style="list-style-type: none"> 1. Discussions regarding proposed, pending or current litigation. 2. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. 3. The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof. 1b. Enter Public Session	P. Zelif	
2-4	2. Chairman’s Report & Activities 2a. Agenda Additions / Deletions / Other Business 2b. Minutes: January 14, 2025	P. Zelif	Vote
5-19	3. Discussions / Official Recommendations to the Board: 3a. Approval of CRA with National Grid - \$205,814	M. Masse	Disc / Vote
20-32	3b. Approval of CRA with National Grid - \$719,778	M. Masse	Disc / Vote
33-46	3c. Approval of CRA with National Grid - \$500,000	M. Masse	Disc / Vote
47-48	3d. Part 182 Mitigation Invoice – Norm Giess	M. Masse	Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting
Tuesday, January 14, 2025
Location: 99 MedTech Drive, Innovation Zone
10:00 a.m.

MINUTES

ATTENDANCE

Committee Members: C. Yunker (Video Conference*), C. Kemp, P. Zelif, M. Clattenburg
Staff: M. Masse, L. Farrell, E. Finch, C. Suozzi, J. Krencik, P. Kennett, L. Casey
Guests: R. Ball (ESD), R. Crossen (Town of Alabama Supervisor), M. Fitzgerald (Phillips Lytle), K. Fisher (Town of Alabama Board Member)
Absent:

*Attending from a physical location identified in the meeting notice as open to the public.

1. Call to Order / Enter Public Session

P. Zelif called the meeting to order at 10:00 a.m. in the Innovation Zone.

1a. Executive Session

C. Kemp made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 10:00 a.m., for the following reasons:

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

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

1b. Re-Enter Public Session

C. Kemp made a motion to enter back into public session at 11:59 a.m., seconded by M. Clattenburg and approved by all.

2. Chairman's Report & Activities

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

2b. Minutes: December 4, 2024

C. Yunker made a motion to approve December 4, 2024, minutes; the motion was seconded by C. Kemp. Roll call resulted as follows:

P. Zelif - Yes
C. Yunker - Yes (Video Conference*)
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Payment to Village of Oakfield - The GCEDC, STAMP Sewer Works Corp. and the Village of Oakfield are working together on the design, construction and operation of a new force main sewer line from the STAMP Site to the Village of Oakfield Wastewater Treatment Facility ("Oakfield WWTF") to provide wastewater treatment services to STAMP. In May of 2024, these three entities entered into an MOU whereby the GCEDC would pay the Village of Oakfield for engineering costs incurred to review the design plans for the force main and potential upgrades to the existing WWTF.

Fund Commitment: \$12,532.50 to be covered under the \$8 million grant.

Committee Action request: Recommend approval of paying the Village of Oakfield engineering costs that are covered under the MOU.

C. Kemp made a motion to recommend to the full Board the approval of the Payment to the Village of Oakfield for engineering costs that are covered under the MOU not to exceed \$12,532.50 as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

P. Zelif - Yes
C. Yunker - Yes (Video Conference*)
M. Clattenburg – Yes
C. Kemp - Yes

The item was approved as presented.

3b. Escrow Agreement – Expenses – The GCEDC board has required three data center projects that are looking at overlapping acreage to enter into agreements to cover the costs incurred by the GCEDC regarding their projects. The GCEDC Board approved the draft Escrow Agreement at the 10/31/24 Board Meeting. \$25,000 deposits have been received from each of the companies. Funds are to be replenished as necessary.

Attached are three proposed engagement letters with Phillips Lytle engaging them to do the required work related to reviewing these projects. "Applicant shall reimburse invoices out of pocket consultant fees incurred in review of the Project".

Fund Commitment: The total amount is to be determined. Total expenses would not exceed the total funds received from these companies under the Escrow Agreements.

Board Action Request: Recommend authorization to pay expenses related to the executed Escrow Agreements in place with three data center projects.

The Committee has recommended that the payment of invoices should not exceed the deposit amounts received per data center company.

M. Clattenburg made a motion to recommend to the full Board the approval of payment of invoices to Phillips Lytle related to the data centers not to exceed \$25,000 which will be paid from deposit per company; the motion was seconded by C. Kemp. Roll call resulted as follows:

- P. Zelif - Yes
- C. Yunker - Yes (Video Conference*)
- M. Clattenburg - Yes
- C. Kemp - Yes

The motion was approved.

3c. Onsite Water Storage Tank Bids – The GCEDC went out to bid for an onsite water storage tank that would connect to the potable water system at STAMP and the Town of Alabama. The bid was put out as one project but with three base bids as follows:

- A. 500,000-gallon storage tank.
- B. 1,000,000-gallon storage tank.
- C. 2,000,000-gallon storage tank.

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

See the attached review letter from Clark Patterson Lee.

Fund commitment: \$4.2 million from the NYS \$56 million and any excess would be paid out of the land sale proceeds from Apple Tree Acres Park.

Committee action request: Committee to discuss which tank size and bid to award.

C. Kemp made a motion to approve the base bid of .5 million gallons for the Onsite Water Storage Tank as presented; the motion was seconded by M. Clattenburg. Roll call resulted as follows:

- P. Zelif - Yes
- C. Yunker - Yes (Video Conference*)
- M. Clattenburg - Yes
- C. Kemp - Yes

The motion was approved.

4. Adjournment

As there was no further business, M. Clattenburg made a motion to adjourn at 11:10 a.m., seconded by C. Kemp and passed unanimously.

Cost Reimbursement Agreement with National Grid

Discussion: Attached is a Cost Reimbursement Agreement (CRA) with National Grid for the construction costs associated with the tap to provide the Edwards project with power until the completion of the substation.

Fund commitment: \$205,814 included in the \$56 million.

Committee action request: Recommend approval to sign CRA for \$205,814.

COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into effective as of _____, 2024 (the "Effective Date"), by and between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** (the "Company"), a corporation organized and existing under the laws of the State of New York; and **GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Customer" or "GCEDC"), a government agency organized and existing under the laws of the State of New York. Company and Customer may be referred to hereunder individually, as a "Party" or, collectively, as the "Parties".

WHEREAS, Customer owns property located at 6685 Crosby Road, Basom, New York 14013 (the "Premise"); and

WHEREAS, Company presently owns and operates certain Electric distribution and transmission facilities in the Town of Basom on or near the Premise pursuant to its franchise rights and other property rights; and

WHEREAS, Customer has requested that the Company construct a temporary line tap configuration at the 115kV Lockport-Batavia Line 112 to be utilized only until the STAMP substation is fully functional; and

WHEREAS, to accommodate Customer's request, Company will furnish and install conductor, shield wire, project management activities and remove other necessary facilities (the "Project"); and

WHEREAS, the Project falls under Rule 10 of the Company's Electric tariff, PSC No. 220 - Electricity (the "Tariff"), as the same may be modified by the New York State Public Service Commission (the "Commission") and in effect from time to time; and

WHEREAS, Company is willing to complete the Project subject to the terms and conditions herein; and

WHEREAS, the Company and the Customer seek to enter into an agreement to facilitate construction of and payment for the Project; and

NOW, THEREFORE, in exchange for the covenants contained herein and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Scope of Work. The Company shall construct the Project in accordance with the provisions contained in Attachment A ("Company Work") affixed hereto and incorporated into this Agreement as if fully set forth herein. All Company Work will be performed in accordance with the Tariff and all terms and conditions of the Tariff apply to the Project and to this Agreement.

The Customer's scope of work is set forth in Attachment B, which is affixed hereto and incorporated into this Agreement as if fully set forth herein (the "Customer Work").

2. Payment and Remedies. Customer agrees to pay Company all actual costs incurred by Company and its contractors in connection with the Project. For the purposes of this Agreement, Company's "actual costs" shall include all applicable overheads and adders as well as all applicable taxes. Upon execution of this Agreement, Customer shall provide Company with a payment of \$205,814 ("Initial Payment"). The Initial Payment represents Company's current estimate of Company costs to complete the Project. The total actual costs related to the Project shall be determined by the Company upon the completion of the Project. Any undercharge will be reconciled and provided in a final bill to Customer ("Final Bill"). Customer shall pay the Final Bill within the timeline specified on the Final Bill. Any

overcharge shall include a payment to Customer if Company's calculations reveal that a refund is due.

3. Approvals. It is understood that Company may be required to obtain regulatory and other third-party approvals and releases in connection with the Project. If so, this Agreement shall be subject to any such approvals and releases.

4. Company Performance. Company agrees to undertake and perform the Project in accordance with Good Utility Practice, provided however that nothing in this Agreement shall be regarded as a guarantee by Company that the Project will be completed by any specific date nor does this Agreement create or impose any liability on Company solely because such date is not achieved.

For the purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods or 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 or 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 delineate acceptable practices, methods, or acts generally accepted in the region.

5. Confidentiality. Customer acknowledges and agrees that the provisions of this Agreement and all invoices and status reports provided by the Company to the Customer pursuant thereto are "Confidential Information". Customer shall not disclose the Confidential Information without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflict of laws principles thereof. The Parties expressly consent to the jurisdiction of the courts of the State of New York as to any issues related to this Agreement, including the validity, enforceability or interpretation hereof. This agreement in no way precludes Customer from pursuing available remedies with the New York State Public Service Commission.

7. Assignment. This Agreement, and its terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, conditioned or denied. The foregoing notwithstanding, Company may assign this Agreement to any Company affiliate without Customer's consent. Any attempted assignment that violates this Paragraph 7 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

8. Independent Contractor. Each Party acknowledges and agrees that the relationship of the Parties hereto is that of independent contractors. None of the terms herein are intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party.

9. Third Party Beneficiaries Excluded. Nothing in this Agreement is intended to create or shall create any legally enforceable rights in any person or entity other than Company and Customer.

10. Entire Agreement. This Agreement, Attachments A, B and C hereto, and the applicable provisions of Company's Tariff shall together constitute the complete agreement between Company and Customer with respect to

construction of and payment for the Project and shall supersede and merge all prior discussions, whether written or oral and all prior understandings, whether express or implied between Customer and Company with respect to the Project. This Agreement, or any provision hereof, cannot be modified or amended except in a writing signed by both Parties.

11. Waiver. No waiver shall be deemed to be made by either of the Parties to this Agreement of any of its rights under this Agreement unless such waiver shall be in writing signed by the Party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the Party bound thereby in any other respect at any other time.

12. Severability. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.

13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed as the original, but all constitute one and the same instrument.

14. Authority. Each Party represents and warrants to the other that the signatory identified beneath its name below has the full authority to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

By: _____

Name: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

Attachment A	Scope of Company Work
Schedule 1	Illustrative Design
Attachment B	Scope of Customer Work
Attachment C	Environmental Due Diligence Procedure

Attachment A

Scope of Company Work

Company will perform the work listed below in connection with the Project in accordance with Company's standards, practices and procedures, and Company's engineering specifications. The Company Work is further illustrated in Schedule 1 attached hereto.

The Company shall perform the following engineering design and construction services in connection with the Project:

The company work for the Temporary Line Tap Configuration from the Lockport Batavia Line 112 to the Edwards Service Lateral Tap Structure –

- Furnish and Install 1200' of 795 kcmil 26/7 "Drake" conductor spanning Lockport Batavia Line 112 to Structure 1 on Plug Power's Service Lateral and from Structure 3 on Plug Power's Service Lateral to Edwards Structure 1 on the Line 502 extension.
- Furnish and install 400' of 3/8" shield wire spanning Lockport Batavia Line 112 to Structure 1 on Plug Power's Service Lateral and from Structure 3 on Plug Power's Service Lateral to Edwards Structure 1 on the Line 502 extension.

Upon completion of the 345kV to 115kV Stamp Substation, the Company work will include the following removal work –

- The removal of 1200' of 795 kcmil 26/7 "Drake" conductor from the Lockport Batavia 112 span and from Structure 3 to Structure 1 of the Line 502 extension.
- The removal of 400' of 3/8" shield wire from the Lockport Batavia 112 span and from Structure 3 to Structure 1 of the Line 502 extension.

The Company will provide the following project management and administration services in conjunction with the company work -

- A Project Manager to administer the Company's work associated with the Temporary Line Tap Configuration from the Lockport Batavia Line 112 to the Edwards Service Lateral Tap Structure project and coordinate the Company's work with any other related Customer projects.
- Project progress with milestone schedule updates.
- Perform activities including, but not limited to, as-built drawings, property record updates, final invoicing, permit closures, and project closeout.

1. Required Approvals

- With the exception of any Land Use Approvals (as defined in Exhibit B), the Company shall prepare, file for, and use reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and authorizations from all local, state and federal governmental agencies and any other third parties for the Company to construct, install, commission, own, use, operate, and maintain Company facilities constructed pursuant to the Project.

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

thereto).

- Company shall install any additional appurtenant facilities or perform any additional work required to complete Company Work.

Company Specifications

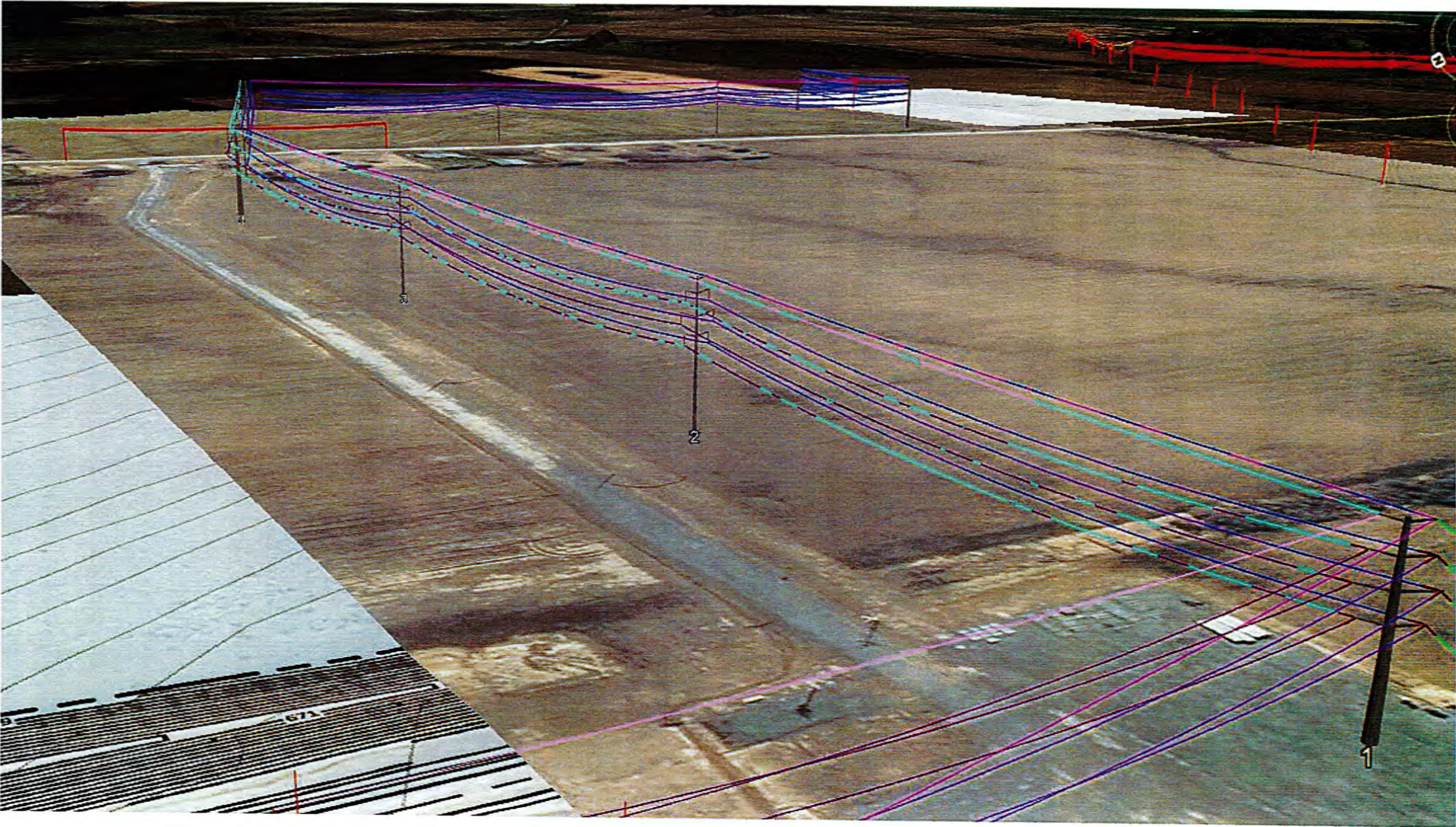
COMPANY service bulletins are available at:

<https://www.nationalgridus.com/ProNet/Technical-Resources/Electric-Specifications>

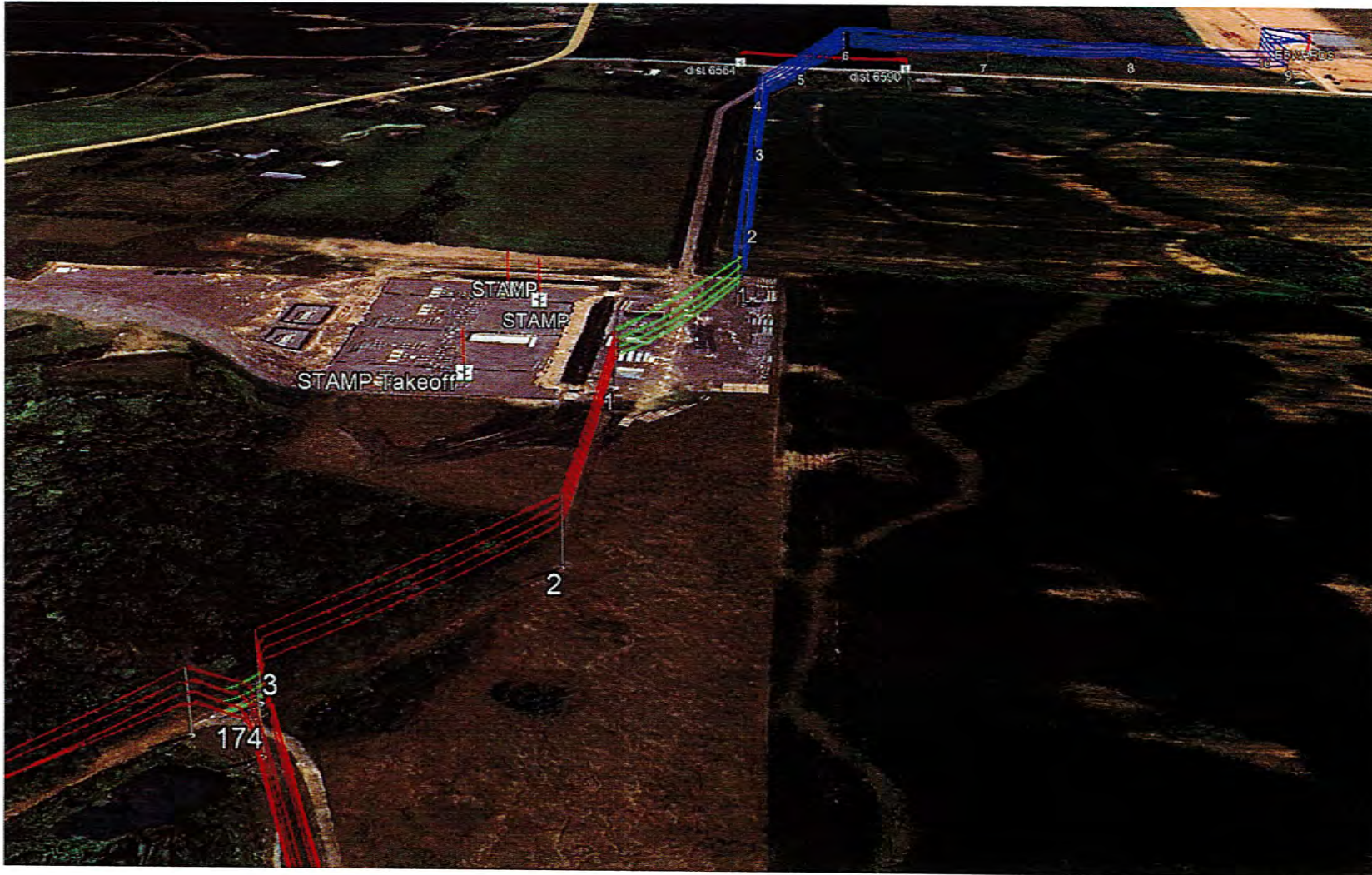
<https://www.nationalgridus.com/ProNet/Technical-Resources/Gas-Specifications>

Schedule 1

GCEDC Scope of work depicted as the light blue circuit, north of the Edwards tap, along structures 1 through 6.



Green line section depicted as Temporary Configuration attached to Blue line section depicted as Edwards Line Tap



Attachment B

Scope of Customer Work

Customer shall perform the following work in connection with this Agreement:

- Customer shall be responsible for granting the Company all Land Use Approvals. The Company shall not have any responsibility for seeking or acquiring any real property rights in connection with Company Work or the Project including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right-of-way interests. Neither this Agreement nor Company Work include securing or arranging for Customer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company.
- Customer shall grant to Company certain perpetual easements and rights for the construction, installation, testing, ownership, use, operation, and maintenance of the portions of the Project to be located on, over, across, and through Customer's property and Customer shall obtain all easements, access rights, rights-of-way, fee interests, or other rights in property necessary to accommodate Company's construction, installation, testing, ownership, use, operation, and maintenance in connection with the Project, as determined to Company's satisfaction in its sole discretion ("Real Property Rights"). Real Property Rights will be obtained and conveyed by Customer in accordance with the Company's Real Property Standards and in a form and substance satisfactory to Company in its sole discretion.
- In undertaking or performing any work required of it under the terms of this Agreement, including, without limitation, securing the Real Property Rights, Customer shall comply, at all times, with the Company's Environmental Due Diligence Procedure in Attachment C hereto, as may be updated, amended or revised from time to time. Customer shall coordinate with the Company's Environmental Department with respect to the Environmental Due Diligence Procedure. The Company's project manager will provide Customer with the name and contact information for an appropriate Company representative in the Company's Environmental Department.
- Customer shall identify a project manager who will be given the authority to coordinate all aspects of the Project between Customer and Company.
- Customer shall provide complete and accurate information regarding the Premise, Project and the site(s) where Company Work is to be performed, including, without limitation, constraints, space requirements, underground or hidden facilities and structures, and hazardous substances that are known or become known by Customer during the term of the Project, and all applicable data, drawings and specifications.
- Customer shall provide the Company and its contractors and representatives with adequate access to the Premise for the purpose of enabling Company to perform the Company Work as and when needed, and shall include adequate and secure parking for Company and contractor vehicles and equipment.
- Other responsibilities and access as deemed necessary by Company to facilitate performance of the Company Work under this Agreement. Customer shall cooperate to the fullest extent possible with Company as required to facilitate the Company Work.

Attachment C

Environmental Due Diligence Procedure

This document outlines the appropriate level of environmental due diligence that the Third Party, also referred to as the “Customer” as defined in this Cost Reimbursement Agreement (“CRA”), performs for the transaction of properties with National Grid, if necessary. The work practices are consistent with those contained in ASTM International Standards and “All Appropriate Inquiry” federal legislation.

1.0 DEFINITIONS

Property: Customer and/or Third Party owned real property including, but not limited to, electrical, gas, generation, and LNG facilities; stations/substations; office buildings; operations centers; staging areas; and vacant land.

Property Transaction: Property transactions are defined to include:

- The sale or lease of a National Grid-owned property to a Third Party;
- The termination of a lease for a property currently leased by National Grid from a Third Party; and
- The purchase or lease by National Grid of a property from a Third Party.

2.0 DUE DILIGENCE PROCESS

All environmental due diligence activities in support of a property transaction must be coordinated by the Third Party with their Environmental Consultant. Due diligence should be conducted early in the property management process since the results of the due diligence could impact property management decisions. Due diligence must be conducted by an Environmental Consultant hired by the Third Party.

The level of due diligence should be commensurate with the transaction and its potential risk.

For property transactions involving property purchase or sale, the current ASTM Standard Practice for ESAs must be followed (ASTM E-1527-13) and all readily available information on the subject property’s environmental conditions must be obtained using the steps outlined in Sections 3.1 – 3.5, as appropriate. Additional activities may also be warranted based on the findings, including but not limited to, Phase II ESA (ASTM E 1903) activities.

For other types of transactions (e.g. leases), the level of due diligence required may vary. Appropriate components of the Phase I ESA process may be employed to complete the due diligence process for these types of transactions.

Documentation of environmental due diligence activities and associated recommendations by the Environmental Consultant must be prepared to support all due diligence activities, regardless of the type of transaction under consideration.

2.1 Records Review

Records that are readily available regarding current and historical site use and facility operations must be reviewed. Information that should be researched may include but not be limited to:

- Aerial photos
- Information regarding the property's historic use (Assessor's records, street directories, fire insurance maps, building department records, etc.)
- Oil-filled equipment management
- Use and storage of hazardous materials
- Former aboveground or underground storage tank locations
- Presence of dry wells, septic systems, or other underground injection structures
- A determination regarding whether an environmental deed restriction has been placed on the property
- Former pole storage locations
- Spill history/records
- Facility drawings
- Company archives
- Facility documents and reports (e.g., asbestos surveys)
- Deposition of soil and/or material that may have altered or impacted natural resources (e.g., filling in wetlands, altering the natural course of a protected stream)
- Other site-specific information.

2.2 Interviews with Knowledgeable Personnel

Personnel knowledgeable regarding current and former facility operations, and other persons knowledgeable of the property (including local officials), must be interviewed.

2.3 Site Reconnaissance

A site inspection must be conducted of the property. Items to be noted may include but not be limited to:

- Current site use
- Aboveground or underground storage tanks
- Stained soils or concrete
- Current location of oil-filled equipment storage and hazardous substances
- Unusual odors
- Groundwater monitoring wells
- Drywells, catch basins, drainage swales, sumps
- Soil/material stockpiles
- Waste storage areas
- Asbestos-containing materials
- Wastewater treatment
- Adjacent property usage
- Presence of hydraulic equipment
- Stressed vegetation.

2.4 Regulatory and Local Agency Review

Federal and state environmental regulatory databases and lists must be reviewed to determine if the property is of “listed” status. In addition, local environmental regulatory agencies must be contacted to inquire about environmental conditions at the site.

2.5 Data Collection

The collection of samples for environmental analysis is based on the results of a Phase I ESA. If recommended, a Phase II ESA shall be completed.

If possible, samples may be collected with the written permission of the current property owner.

Important factors to consider in addition to Phase I ESA results:

- Facilities with limited operational histories (e.g., office work) generally will not require the collection of samples.
- Facilities with current and/or former oil-filled equipment storage areas, waste management areas, gas liquid storage areas, or hazardous waste storage areas generally will require sample collection. The Environmental Consultant will determine the suite of parameters for laboratory analysis.
- Facilities with former locations of aboveground or underground storage tanks generally will require sample collection if insufficient documentation exists regarding the previous tank closure.
- Facilities with current and/or former utility equipment storage locations (e.g., pole storage, mercury regulator storage, oil-filled equipment storage) generally will require sample collection.

2.6 Due Diligence Documentation

A written report of the results of the environmental due diligence must be developed under the direction of the Environmental Consultant. The report must state a conclusion regarding whether environmental contamination was observed or is potentially present at the facility. The written report must be distributed to National Grid.

3.0 DIVERGENCE FROM THE GUIDANCE CONTAINED IN THIS CHAPTER

National Grid has the authority to approve divergence from the guidance contained in this Environmental Due Diligence Procedure. Such decisions will be made on a case-by-case basis taking into account site-specific conditions.

4.0 COORDINATION WITH PROSPECTIVE BUYERS OF NATIONAL GRID PROPERTIES

Third Parties who are prospective buyers of National Grid property have the right to conduct, at their own expense, an environmental assessment. It is in the buyer's best interest to perform a due diligence inquiry in order to obtain exemption from liability under Federal and State Superfund laws. National Grid may share environmental information related to the subject property with the prospective buyer under a signed confidentiality agreement, however the buyer may not rely on this information solely in meeting their due diligence requirement. National Grid must receive a copy of the environmental assessment report, Phase I and Phase II from the prospective buyer. Any sharing or dissemination of information between parties should be coordinated by the National Grid Legal Department.

5.0 POST-TRANSACTION REQUIREMENTS

Upon completion of the transaction, the Third Party must notify National Grid. The following information, as appropriate, should be provided:

- Date of real property closing;
- Name of new owner;
- Address of new owner; and,
- Copies of all reports and documents generated by the transaction.

Cost Reimbursement Agreement with National Grid

Discussion: Attached is a Cost Reimbursement Agreement (CRA) with National Grid for the construction costs associated with adding a second set of davit arms on the pole structures to enable a second circuit to provide power to future tenants at STAMP.

Fund commitment: \$719,778 included in the \$56 million.

Committee action request: Recommend approval to sign CRA for \$719,778.

COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT (“*Agreement*”) is made and entered into effective as of _____, 2024 (the “*Effective Date*”), by and between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** (the “*Company*”), a corporation organized and existing under the laws of the State of New York; and **GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the “*Customer*”), a foreign limited liability corporation. Company and Customer may be referred to hereunder individually, as a “*Party*” or, collectively, as the “*Parties*”.

WHEREAS, Customer owns property located at 6685 Crosby Road, Basom, New York 14013 (the “*Premise*”); and

WHEREAS, Company presently owns and operates certain Electric distribution and transmission facilities in the Town of Basom on or near the Premise pursuant to its franchise rights and other property rights; and

WHEREAS, Customer has requested additional circuit infrastructure attached to the Edwards Vacuum Line Tap, Line 502 to support future Customer’s development of a manufacturing facility of vacuum and abatement on the location of the STAMP site; and

WHEREAS, to accommodate Customer’s request, Company will add davit arms, conductor and optical ground wire to the Line 502 Edwards Tap (the “*Project*”); and

WHEREAS, the Project falls under Rule 28.2 of the Company’s Electric tariff, PSC No. 220 - Electricity (the “*Tariff*”), as the same may be modified by the New York State Public Service Commission (the “*Commission*”) and in effect from time to time; and

WHEREAS, Company is willing to complete the Project subject to the terms and conditions herein; and

WHEREAS, the Company and the Customer seek to enter into an agreement to facilitate construction of and payment for the Project; and

NOW, THEREFORE, in exchange for the covenants contained herein and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Scope of Work. The Company shall construct the Project in accordance with the provisions contained in Attachment A (“*Company Work*”) affixed hereto and incorporated into this Agreement as if fully set forth herein. All Company Work will be performed in accordance with the Tariff and all terms and conditions of the Tariff apply to the Project and to this Agreement.

The Customer’s scope of work is set forth in Attachment B, which is affixed hereto and incorporated into this Agreement as if fully set forth herein (the “*Customer Work*”).

2. Payment and Remedies. Customer agrees to pay Company all actual costs incurred by Company and its contractors in connection with the Project. For the purposes of this Agreement, Company’s “actual costs” shall include all applicable overheads and adders as well as all applicable taxes. Upon execution of this Agreement, Customer shall provide Company with a payment of \$719,778 (“*Initial Payment*”). The Initial Payment represents Company’s current estimate of Company costs to complete the Project. The total actual costs related to the Project shall be determined by the Company upon the completion of the Project. Any undercharge will be reconciled and provided in a final bill to Customer (“*Final Bill*”). Customer shall pay the Final Bill within the timeline specified on the Final Bill. Any

overcharge shall include a payment to Customer if Company's calculations reveal that a refund is due.

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4. Company Performance. Company agrees to undertake and perform the Project in accordance with Good Utility Practice, provided however that nothing in this Agreement shall be regarded as a guarantee by Company that the Project will be completed by any specific date nor does this Agreement create or impose any liability on Company solely because such date is not achieved.

For the purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods or 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 or 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 delineate acceptable practices, methods, or acts generally accepted in the region.

5. Confidentiality. Customer acknowledges and agrees that the provisions of this Agreement and all invoices and status reports provided by the Company to the Customer pursuant thereto are "Confidential Information". Customer shall not disclose the Confidential Information without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflict of laws principles thereof. The Parties expressly consent to the jurisdiction of the courts of the State of New York as to any issues related to this Agreement, including the validity, enforceability or interpretation hereof. This agreement in no way precludes Customer from pursuing available remedies with the New York State Public Service Commission.

7. Assignment. This Agreement, and its terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, conditioned or denied. The foregoing notwithstanding, Company may assign this Agreement to any Company affiliate without Customer's consent. Any attempted assignment that violates this Paragraph 7 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

8. Independent Contractor. Each Party acknowledges and agrees that the relationship of the Parties hereto is that of independent contractors. None of the terms herein are intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party.

9. Third Party Beneficiaries Excluded. Nothing in this Agreement is intended to create or shall create any legally enforceable rights in any person or entity other than Company and Customer.

10. Entire Agreement. This Agreement, Attachments A, B and C hereto, and the applicable provisions of Company's Tariff shall together constitute the complete agreement between Company and Customer with respect to

construction of and payment for the Project and shall supersede and merge all prior discussions, whether written or oral and all prior understandings, whether express or implied between Customer and Company with respect to the Project. This Agreement, or any provision hereof, cannot be modified or amended except in a writing signed by both Parties.

11. Waiver. No waiver shall be deemed to be made by either of the Parties to this Agreement of any of its rights under this Agreement unless such waiver shall be in writing signed by the Party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the Party bound thereby in any other respect at any other time.

12. Severability. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.

13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed as the original, but all constitute one and the same instrument.

14. Authority. Each Party represents and warrants to the other that the signatory identified beneath its name below has the full authority to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

GENESSEE COUNTY ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

Attachment A	Scope of Company Work
Schedule 1	Illustrative Design
Attachment B	Scope of Customer Work
Attachment C	Environmental Due Diligence Procedure

Attachment A

Scope of Company Work

Company will perform the work listed below in connection with the Project in accordance with Company's standards, practices and procedures, and Company's engineering specifications. The Company Work is further illustrated in Schedule 1 attached hereto.

The Company shall perform the following engineering design and construction services in connection with the Project:

The scope of work provided by the company includes Material Procurement, Construction and Construction Closeout for the second circuit attached to the 115kV transmission line extension (Line 502) project for Edwards Vacuum from the Stamp Substation

The company work for the 115kV transmission line extension –

1. Furnish and install twenty - four (24) total steel davit arms on six (6) of the ten (10) monopole steel structures
2. Furnish and install approx. 7,500LF of 795 KCMIL 26/7 aluminum conductor steel reinforced ("ACSR") "Drake" Conductor and associated insulators
3. Furnish and install approx. 3000LF ½" 48 strand fiber optical ground wire ("OPGW") with associated splice boxes

The Company will provide the following project management and administration services in conjunction with the design fee agreement executed 3/6/2024:

- A Project Manager to administer the Company's work associated with the installation of the second circuit attached to the Edwards 115kV transmission line extension project and coordinate the Company's work with any other related Customer projects.
- Project progress with milestone schedule updates.
- Perform activities including, but not limited to, as-built drawings, property record updates, final invoicing, permit closures, and project closeout.

Required Approvals

- With the exception of any Land Use Approvals (as defined in Exhibit B), the Company shall prepare, file for, and use reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and authorizations from all local, state and federal governmental agencies and any other third parties for the Company to construct, install, commission, own, use, operate, and maintain Company facilities constructed pursuant to the Project.
- Company shall install any additional appurtenant facilities or perform any additional work required to complete Company Work.

Company Specifications

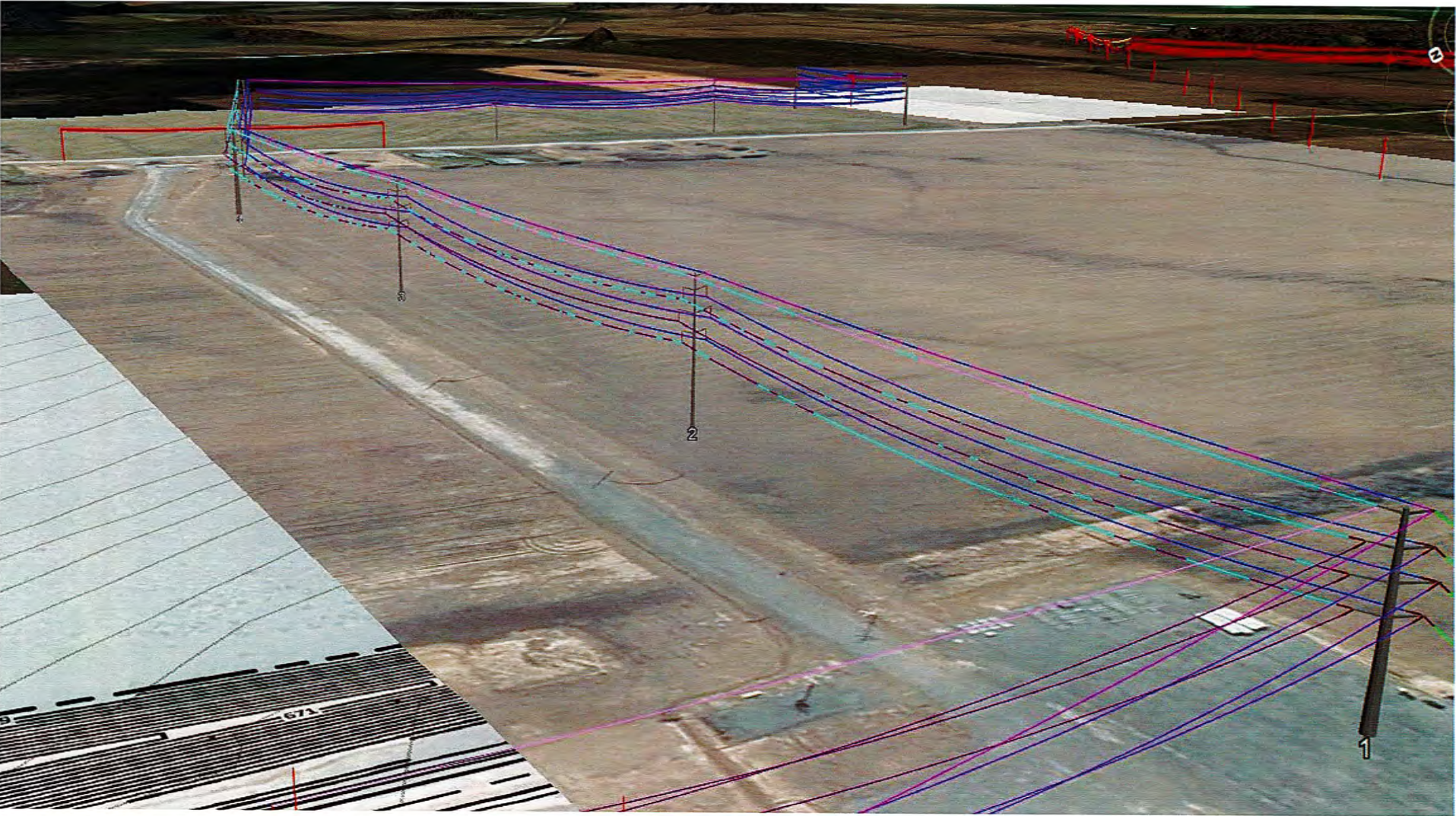
COMPANY service bulletins are available at:

<https://www.nationalgridus.com/ProNet/Technical-Resources/Electric-Specifications>

<https://www.nationalgridus.com/ProNet/Technical-Resources/Gas-Specifications>

Schedule 1

GCEDC Scope of work depicted as the light blue circuit, north of the Edwards tap, along structures 1 through 6.



Attachment B

Scope of Customer Work

Customer shall perform the following work in connection with this Agreement:

- Customer shall be responsible for granting the Company all Land Use Approvals. The Company shall not have any responsibility for seeking or acquiring any real property rights in connection with Company Work or the Project including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right-of-way interests. Neither this Agreement nor Company Work include securing or arranging for Customer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company.
- Customer shall grant to Company certain perpetual easements and rights for the construction, installation, testing, ownership, use, operation, and maintenance of the portions of the Project to be located on, over, across, and through Customer's property and Customer shall obtain all easements, access rights, rights-of-way, fee interests, or other rights in property necessary to accommodate Company's construction, installation, testing, ownership, use, operation, and maintenance in connection with the Project, as determined to Company's satisfaction in its sole discretion ("Real Property Rights"). Real Property Rights will be obtained and conveyed by Customer in accordance with the Company's Real Property Standards and in a form and substance satisfactory to Company in its sole discretion.
- In undertaking or performing any work required of it under the terms of this Agreement, including, without limitation, securing the Real Property Rights, Customer shall comply, at all times, with the Company's Environmental Due Diligence Procedure in Attachment C hereto, as may be updated, amended or revised from time to time. Customer shall coordinate with the Company's Environmental Department with respect to the Environmental Due Diligence Procedure. The Company's project manager will provide Customer with the name and contact information for an appropriate Company representative in the Company's Environmental Department.
- Customer shall identify a project manager who will be given the authority to coordinate all aspects of the Project between Customer and Company.
- Customer shall provide complete and accurate information regarding the Premise, Project and the site(s) where Company Work is to be performed, including, without limitation, constraints, space requirements, underground or hidden facilities and structures, and hazardous substances that are known or become known by Customer during the term of the Project, and all applicable data, drawings and specifications.
- Customer shall provide the Company and its contractors and representatives with adequate access to the Premise for the purpose of enabling Company to perform the Company Work as and when needed, and shall include adequate and secure parking for Company and contractor vehicles and equipment.
- Other responsibilities and access as deemed necessary by Company to facilitate performance of the Company Work under this Agreement. Customer shall cooperate to the fullest extent possible with Company as required to facilitate the Company Work.

Attachment C

Environmental Due Diligence Procedure

This document outlines the appropriate level of environmental due diligence that the Third Party, also referred to as the “Customer” as defined in this Cost Reimbursement Agreement (“CRA”), performs for the transaction of properties with National Grid, if necessary. The work practices are consistent with those contained in ASTM International Standards and “All Appropriate Inquiry” federal legislation.

1.0 DEFINITIONS

Property: Customer and/or Third Party owned real property including, but not limited to, electrical, gas, generation, and LNG facilities; stations/substations; office buildings; operations centers; staging areas; and vacant land.

Property Transaction: Property transactions are defined to include:

- The sale or lease of a National Grid-owned property to a Third Party;
- The termination of a lease for a property currently leased by National Grid from a Third Party; and
- The purchase or lease by National Grid of a property from a Third Party.

2.0 DUE DILIGENCE PROCESS

All environmental due diligence activities in support of a property transaction must be coordinated by the Third Party with their Environmental Consultant. Due diligence should be conducted early in the property management process since the results of the due diligence could impact property management decisions. Due diligence must be conducted by an Environmental Consultant hired by the Third Party.

The level of due diligence should be commensurate with the transaction and its potential risk.

For property transactions involving property purchase or sale, the current ASTM Standard Practice for ESAs must be followed (ASTM E-1527-13) and all readily available information on the subject property’s environmental conditions must be obtained using the steps outlined in Sections 3.1 – 3.5, as appropriate. Additional activities may also be warranted based on the findings, including but not limited to, Phase II ESA (ASTM E 1903) activities.

For other types of transactions (e.g. leases), the level of due diligence required may vary. Appropriate components of the Phase I ESA process may be employed to complete the due diligence process for these types of transactions.

Documentation of environmental due diligence activities and associated recommendations by the Environmental Consultant must be prepared to support all due diligence activities, regardless of the type of transaction under consideration.

2.1 Records Review

Records that are readily available regarding current and historical site use and facility operations must be reviewed. Information that should be researched may include but not be limited to:

- Aerial photos
- Information regarding the property's historic use (Assessor's records, street directories, fire insurance maps, building department records, etc.)
- Oil-filled equipment management
- Use and storage of hazardous materials
- Former aboveground or underground storage tank locations
- Presence of dry wells, septic systems, or other underground injection structures
- A determination regarding whether an environmental deed restriction has been placed on the property
- Former pole storage locations
- Spill history/records
- Facility drawings
- Company archives
- Facility documents and reports (e.g., asbestos surveys)
- Deposition of soil and/or material that may have altered or impacted natural resources (e.g., filling in wetlands, altering the natural course of a protected stream)
- Other site-specific information.

2.2 Interviews with Knowledgeable Personnel

Personnel knowledgeable regarding current and former facility operations, and other persons knowledgeable of the property (including local officials), must be interviewed.

2.3 Site Reconnaissance

A site inspection must be conducted of the property. Items to be noted may include but not be limited to:

- Current site use
- Aboveground or underground storage tanks
- Stained soils or concrete
- Current location of oil-filled equipment storage and hazardous substances
- Unusual odors
- Groundwater monitoring wells
- Drywells, catch basins, drainage swales, sumps
- Soil/material stockpiles
- Waste storage areas
- Asbestos-containing materials
- Wastewater treatment
- Adjacent property usage
- Presence of hydraulic equipment
- Stressed vegetation.

2.4 Regulatory and Local Agency Review

Federal and state environmental regulatory databases and lists must be reviewed to determine if the property is of “listed” status. In addition, local environmental regulatory agencies must be contacted to inquire about environmental conditions at the site.

2.5 Data Collection

The collection of samples for environmental analysis is based on the results of a Phase I ESA. If recommended, a Phase II ESA shall be completed.

If possible, samples may be collected with the written permission of the current property owner.

Important factors to consider in addition to Phase I ESA results:

- Facilities with limited operational histories (e.g., office work) generally will not require the collection of samples.
- Facilities with current and/or former oil-filled equipment storage areas, waste management areas, gas liquid storage areas, or hazardous waste storage areas generally will require sample collection. The Environmental Consultant will determine the suite of parameters for laboratory analysis.
- Facilities with former locations of aboveground or underground storage tanks generally will require sample collection if insufficient documentation exists regarding the previous tank closure.
- Facilities with current and/or former utility equipment storage locations (e.g., pole storage, mercury regulator storage, oil-filled equipment storage) generally will require sample collection.

2.6 Due Diligence Documentation

A written report of the results of the environmental due diligence must be developed under the direction of the Environmental Consultant. The report must state a conclusion regarding whether environmental contamination was observed or is potentially present at the facility. The written report must be distributed to National Grid.

3.0 DIVERGENCE FROM THE GUIDANCE CONTAINED IN THIS CHAPTER

National Grid has the authority to approve divergence from the guidance contained in this Environmental Due Diligence Procedure. Such decisions will be made on a case-by-case basis taking into account site-specific conditions.

4.0 COORDINATION WITH PROSPECTIVE BUYERS OF NATIONAL GRID PROPERTIES

Third Parties who are prospective buyers of National Grid property have the right to conduct, at their own expense, an environmental assessment. It is in the buyer's best interest to perform a due diligence inquiry in order to obtain exemption from liability under Federal and State Superfund laws. National Grid may share environmental information related to the subject property with the prospective buyer under a signed confidentiality agreement, however the buyer may not rely on this information solely in meeting their due diligence requirement. National Grid must receive a copy of the environmental assessment report, Phase I and Phase II from the prospective buyer. Any sharing or dissemination of information between parties should be coordinated by the National Grid Legal Department.

5.0 POST-TRANSACTION REQUIREMENTS

Upon completion of the transaction, the Third Party must notify National Grid. The following information, as appropriate, should be provided:

- Date of real property closing;
- Name of new owner;
- Address of new owner; and,
- Copies of all reports and documents generated by the transaction.

Cost Reimbursement Agreement with National Grid

Discussion: Attached is a Cost Reimbursement Agreement (CRA) with National Grid for the construction costs associated with the increase in costs for the foundations and poles on the Edwards line that will enable us to carry a second circuit on that line for future tenants at STAMP.

Fund commitment: \$500,000 included in the \$56 million.

Committee action request: Recommend approval to sign CRA not to exceed \$500,000.

COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("*Agreement*") is made and entered into effective as of _____, 2025 (the "*Effective Date*"), by and between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** (the "*Company*"), a corporation organized and existing under the laws of the State of New York; and **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "*Customer*"), a corporation organized and existing under the laws of the State of New York. Company and Customer may be referred to hereunder individually, as a "*Party*" or, collectively, as the "*Parties*".

WHEREAS, Customer owns and operates property located at Crosby Road, Alabama, New York 14013, commonly referred to as the Science & Technology Advanced Manufacturing Park ("STAMP") 345/115 kV Main Station (the "*Premise*"); and

WHEREAS, Company presently owns and operates certain Electric distribution and transmission facilities in the Town of Alabama on or near the Premise pursuant to its franchise rights and other property rights; and

WHEREAS, Edwards Vacuum LLC ("Edwards") has requested that the that the Company support Edwards' development of a manufacturing facility of vacuum and abatement on the location of the STAMP site; and

WHEREAS, to accommodate Edwards' request, with the financial support of Customer, Company will construct a 115 kV transmission tap, line 502, from the STAMP 345/115 kV Substation to the Customer owned 115 kV substation and (the "*Project*"); and

WHEREAS, Company and Edwards have entered into a Cost Reimbursement Agreement that outlines the Project (the "*Edwards CRA*"); and

WHEREAS, GCEDC will contribute the Initial Payment (as defined below) towards the total cost of the Project funded through the New York FAST Program; and

WHEREAS, the Project falls under Rule 22 of the Company's Electric tariff, PSC No. 220 - Electricity (the "*Tariff*"), as the same may be modified by the New York State Public Service Commission (the "*Commission*") and in effect from time to time; and

WHEREAS, Company is willing to complete the Project subject to the terms and conditions herein; and

WHEREAS, the Company and the Customer seek to enter into an agreement to facilitate construction of and payment for the Project; and

NOW, THEREFORE, in exchange for the covenants contained herein and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Scope of Work. The Company shall construct the Project in accordance with the provisions contained in Attachment A ("*Company Work*") affixed hereto and incorporated into this Agreement as if fully set forth herein. All Company Work will be performed in accordance with the Tariff and all terms and conditions of the Tariff apply to the Project and to this Agreement.

The Customer's scope of work is set forth in Attachment B, which is affixed hereto and incorporated into this

Agreement as if fully set forth herein (the "Customer Work").

2. Payment and Remedies. Customer agrees to pay Company all actual costs incurred by Company and its contractors in connection with the Project. For the purposes of this Agreement, Company's "actual costs" shall include all applicable overheads and adders as well as all applicable taxes. Upon execution of this Agreement, Customer shall provide Company with a payment of \$500,000 ("Initial Payment"). The Initial Payment represents Company's current estimate of Company costs to complete the Project. The total actual costs related to the Project shall be determined by the Company upon the completion of the Project. Any undercharge will be reconciled and provided in a final bill to Customer ("Final Bill"). Customer shall pay the Final Bill within the timeline specified on the Final Bill. Any overcharge shall include a payment to Customer if Company's calculations reveal that a refund is due.

3. Approvals. It is understood that Company may be required to obtain regulatory and other third-party approvals and releases in connection with the Project. If so, this Agreement shall be subject to any such approvals and releases.

4. Company Performance. Company agrees to undertake and perform the Project in accordance with Good Utility Practice, provided however that nothing in this Agreement shall be regarded as a guarantee by Company that the Project will be completed by any specific date nor does this Agreement create or impose any liability on Company solely because such date is not achieved.

For the purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods or 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 or 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 delineate acceptable practices, methods, or acts generally accepted in the region.

5. Confidentiality. Customer acknowledges and agrees that the provisions of this Agreement and all invoices and status reports provided by the Company to the Customer pursuant thereto are "Confidential Information". Customer shall not disclose the Confidential Information without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflict of laws principles thereof. The Parties expressly consent to the jurisdiction of the courts of the State of New York as to any issues related to this Agreement, including the validity, enforceability or interpretation hereof. This agreement in no way precludes Customer from pursuing available remedies with the New York State Public Service Commission.

7. Assignment. This Agreement, and its terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, conditioned or denied. The foregoing notwithstanding, Company may assign this Agreement to any Company affiliate without Customer's consent. Any attempted assignment that violates this Paragraph 7 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

8. Independent Contractor. Each Party acknowledges and agrees that the relationship of the Parties hereto is that of independent contractors. None of the terms herein are intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party.

9. Third Party Beneficiaries Excluded. Nothing in this Agreement is intended to create or shall create any legally enforceable rights in any person or entity other than Company and Customer.

10. Entire Agreement. This Agreement, Attachments A, B and C hereto, and the applicable provisions of Company's Tariff shall together constitute the complete agreement between Company and Customer with respect to construction of and payment for the Project and shall supersede and merge all prior discussions, whether written or oral and all prior understandings, whether express or implied between Customer and Company with respect to the Project. This Agreement, or any provision hereof, cannot be modified or amended except in a writing signed by both Parties.

11. Waiver. No waiver shall be deemed to be made by either of the Parties to this Agreement of any of its rights under this Agreement unless such waiver shall be in writing signed by the Party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the Party bound thereby in any other respect at any other time.

12. Severability. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.

13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed as the original, but all constitute one and the same instrument.

14. Authority. Each Party represents and warrants to the other that the signatory identified beneath its name below has the full authority to execute this Agreement on its behalf.

{Signature Page to Follow.}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

- Attachment A Scope of Company Work
- Attachment B Scope of Customer Work
- Attachment C Environmental Due Diligence Procedure

Attachment A

Scope of Company Work

Company will perform the work listed below in connection with the Project in accordance with Company's standards, practices and procedures, and Company's engineering specifications.

The Company shall perform the following engineering design and construction services in connection with the Project:

The scope of work provided by the company includes Material Procurement, Construction and Construction Closeout for the 115kV transmission line extension (Line 502) project from the STAMP 345/115 kV Substation to the Edwards Vacuum Customer owned 115 kV substation.

The Company Work for the 115kV transmission line extension (W.O. 10030933927):

1. Furnish and install ten (10) steel monopole transmission line structures with davit arms.
2. Place five (5) steel monopole structures on concrete caisson foundations.
3. Direct embed five (5) steel monopole structures.
4. Furnish and install approx. 4,000LF of 795 KCMIL 26/7 ACSR "Drake" Conductor and associated insulators.
5. Furnish and install approx. 4,000LF, ½" 48 strand Fiber OPGW with associated splice boxes.
6. Apply and manage all environmental permitting as applicable.

The Company will provide the following project management and administration services in conjunction with the Design Fee Agreement executed on 3/6/2024:

1. A Project Manager to administer the Company's work associated with the 115kV transmission line extension project and coordinate the Company's work with any other related Customer projects.
2. Project progress with milestone schedule updates.
3. Perform activities including, but not limited to, as-built drawings, property record updates, final invoicing, permit closures, and project closeout.

Required Approvals

1. With the exception of any Land Use Approvals (as defined in Exhibit B), the Company shall prepare, file for, and use reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and authorizations from all local, state and federal governmental agencies and any other third parties for the Company to construct, install, commission, own, use, operate, and maintain Company facilities constructed pursuant to the Project.
 2. Company shall install any additional appurtenant facilities or perform any additional work required to complete Company Work.
- Company shall install any additional appurtenant facilities or perform any additional work required to complete Company Work.

Company Specifications

The following Company specifications for Electric requirements identified under this Agreement are:

- ESB-750
- ESB-752
- ESB-755
- ESB-756, Appendix A as such may be amended, modified and superseded from time to time.

COMPANY service bulletins are available at:

<https://www.nationalgridus.com/ProNet/Technical-Resources/Electric-Specifications>

<https://www.nationalgridus.com/ProNet/Technical-Resources/Gas-Specifications>

Attachment B

Scope of Customer Work

Customer shall perform the following work in connection with this Agreement:

- Customer shall grant to Company certain perpetual easements and rights for the construction, installation, testing, ownership, use, operation, and maintenance of the portions of the Project to be located on, over, across, and through Customer's property and Customer shall obtain all easements, access rights, rights-of-way, fee interests, or other rights in property necessary to accommodate Company's construction, installation, testing, ownership, use, operation, and maintenance in connection with the Project, as determined to Company's satisfaction in its sole discretion ("Real Property Rights"). Real Property Rights will be obtained and conveyed by Customer in accordance with the Company's Real Property Standards and in a form and substance satisfactory to Company in its sole discretion.
- In undertaking or performing any work required of it under the terms of this Agreement, including, without limitation, securing the Real Property Rights, Customer shall comply, at all times, with the Company's Environmental Due Diligence Procedure in Attachment C hereto, as may be updated, amended or revised from time to time. Customer shall coordinate with the Company's Environmental Department with respect to the Environmental Due Diligence Procedure. The Company's project manager will provide Customer with the name and contact information for an appropriate Company representative in the Company's Environmental Department.
- Customer shall identify a project manager who will be given the authority to coordinate all aspects of the Project between Customer and Company.
- Customer shall provide complete and accurate information regarding the Premise, Project and the site(s) where Company Work is to be performed, including, without limitation, constraints, space requirements, underground or hidden facilities and structures, and hazardous substances that are known or become known by Customer during the term of the Project, and all applicable data, drawings and specifications.
- Customer shall provide the Company and its contractors and representatives with adequate access to the Premise for the purpose of enabling Company to perform the Company Work as and when needed, and shall include adequate and secure parking for Company and contractor vehicles and equipment.
- Other responsibilities and access as deemed necessary by Company to facilitate performance of the Company Work under this Agreement. Customer shall cooperate to the fullest extent possible with Company as required to facilitate the Company Work.

Attachment C

Attachment C

Environmental Due Diligence Procedure

This document outlines the appropriate level of environmental due diligence that the Third Party, also referred to as the “Customer” as defined in this Cost Reimbursement Agreement (“CRA”), performs for the transaction of properties with National Grid, if necessary. The work practices are consistent with those contained in ASTM International Standards and “All Appropriate Inquiry” federal legislation.

1.0 DEFINITIONS

Property: Customer and/or Third Party owned real property including, but not limited to, electrical, gas, generation, and LNG facilities; stations/substations; office buildings; operations centers; staging areas; and vacant land.

Property Transaction: Property transactions are defined to include:

- The sale or lease of a National Grid-owned property to a Third Party;
- The termination of a lease for a property currently leased by National Grid from a Third Party; and
- The purchase or lease by National Grid of a property from a Third Party.

2.0 DUE DILIGENCE PROCESS

All environmental due diligence activities in support of a property transaction must be coordinated by the Third Party with their Environmental Consultant. Due diligence should be conducted early in the property management process since the results of the due diligence could impact property management decisions. Due diligence must be conducted by an Environmental Consultant hired by the Third Party.

The level of due diligence should be commensurate with the transaction and its potential risk.

For property transactions involving property purchase or sale, the current ASTM Standard Practice for ESAs must be followed (ASTM E-1527-13) and all readily available information on the subject property’s environmental conditions must be obtained using the steps outlined in Sections 3.1 – 3.5, as appropriate. Additional activities may also be warranted based on the findings, including but not limited to, Phase II ESA (ASTM E 1903) activities.

For other types of transactions (e.g. leases), the level of due diligence required may vary. Appropriate components of the Phase I ESA process may be employed to complete the due diligence process for these types of transactions.

Documentation of environmental due diligence activities and associated recommendations by the Environmental Consultant must be prepared to support all due diligence activities, regardless of the type of transaction under consideration.

2.1 Records Review

Records that are readily available regarding current and historical site use and facility operations must be reviewed. Information that should be researched may include but not be limited to:

- Aerial photos
- Information regarding the property's historic use (Assessor's records, street directories, fire insurance maps, building department records, etc.)
- Oil-filled equipment management
- Use and storage of hazardous materials
- Former aboveground or underground storage tank locations
- Presence of dry wells, septic systems, or other underground injection structures
- A determination regarding whether an environmental deed restriction has been placed on the property
- Former pole storage locations
- Spill history/records
- Facility drawings
- Company archives
- Facility documents and reports (e.g., asbestos surveys)
- Deposition of soil and/or material that may have altered or impacted natural resources (e.g., filling in wetlands, altering the natural course of a protected stream)
- Other site-specific information.

2.2 Interviews with Knowledgeable Personnel

Personnel knowledgeable regarding current and former facility operations, and other persons knowledgeable of the property (including local officials), must be interviewed.

2.3 Site Reconnaissance

A site inspection must be conducted of the property. Items to be noted may include but not be limited to:

- Current site use
- Aboveground or underground storage tanks
- Stained soils or concrete
- Current location of oil-filled equipment storage and hazardous substances
- Unusual odors
- Groundwater monitoring wells
- Drywells, catch basins, drainage swales, sumps
- Soil/material stockpiles
- Waste storage areas
- Asbestos-containing materials
- Wastewater treatment
- Adjacent property usage
- Presence of hydraulic equipment
- Stressed vegetation.

2.4 Regulatory and Local Agency Review

Federal and state environmental regulatory databases and lists must be reviewed to determine if the property is of "listed" status. In addition, local environmental regulatory agencies must be contacted to inquire about environmental conditions at the site.

2.5 Data Collection

The collection of samples for environmental analysis is based on the results of a Phase I ESA. If recommended, a Phase II ESA shall be completed.

If possible, samples may be collected with the written permission of the current property owner.

Important factors to consider in addition to Phase I ESA results:

- Facilities with limited operational histories (e.g., office work) generally will not require the collection of samples.
- Facilities with current and/or former oil-filled equipment storage areas, waste management areas, gas liquid storage areas, or hazardous waste storage areas generally will require sample collection. The Environmental Consultant will determine the suite of parameters for laboratory analysis.
- Facilities with former locations of aboveground or underground storage tanks generally will require sample collection if insufficient documentation exists regarding the previous tank closure.
- Facilities with current and/or former utility equipment storage locations (e.g., pole storage, mercury regulator storage, oil-filled equipment storage) generally will require sample collection.

2.6 Due Diligence Documentation

A written report of the results of the environmental due diligence must be developed under the direction of the Environmental Consultant. The report must state a conclusion regarding whether environmental contamination was observed or is potentially present at the facility. The written report must be distributed to National Grid.

3.0 DIVERGENCE FROM THE GUIDANCE CONTAINED IN THIS CHAPTER

National Grid has the authority to approve divergence from the guidance contained in this Environmental Due Diligence Procedure. Such decisions will be made on a case-by-case basis taking into account site-specific conditions.

4.0 COORDINATION WITH PROSPECTIVE BUYERS OF NATIONAL GRID PROPERTIES

Third Parties who are prospective buyers of National Grid property have the right to conduct, at their own expense, an environmental assessment. It is in the buyer's best interest to perform a due diligence inquiry in order to obtain exemption from liability under Federal and State Superfund laws. National Grid may share environmental information related to the subject property with the prospective buyer under a signed confidentiality agreement, however the buyer may not rely on this information solely in meeting their due diligence requirement. National Grid must receive a copy of the environmental assessment report, Phase I and Phase II from the prospective buyer. Any sharing or dissemination of information between parties should be coordinated by the National Grid Legal Department.

5.0 POST-TRANSACTION REQUIREMENTS

Upon completion of the transaction, the Third Party must notify National Grid. The following information, as appropriate, should be provided:

- Date of real property closing;
- Name of new owner;
- Address of new owner; and,
- Copies of all reports and documents generated by the transaction.

Seeding of mitigation area for creation of grassland habitat

Discussion: The GCEDC hired a local farmer to seed the mitigation area with a winter cover crop and then with a grass mix to create new grassland habitat in accordance with the terms and conditions of the Part 182 permit.

Fund Commitment: \$1,260 from the mitigation escrow funds.

Committee Action request: Recommend approval of the invoice from Norm Giess for the cover crop and grass mix for the mitigation field.

735448

Statement		DATE	1/20/2025	TERMS
TO		G C E D		
IN ACCOUNT WITH		Norm Gress		
10/2023	Spread wheat cover	18/ac	20ac	\$ 240
	60hr. wheat	6/hr.	60hr.	360
	Disk	\$14/ac	30ac	420
3/2024	Fast seeding with spreader	18/ac	20ac	240
				\$1260
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT	\$1260